

# REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY

DATE: June 13, 2018  
ORIGINATING DEPT: McDuffie Coal Terminal

## NAMES OF ARTICLES, SPECIFICATIONS AND PURPOSE

### HEAVY MECHANICAL AND CONSTRUCTION/REPAIR SERVICE AGREEMENT

The purpose of this requisition is to request proposals from qualified mechanical/structural contractors, holding a current license from the State Licensing Board of Alabama for General Contractors, with classification being "Heavy & Railroad Construction." This Service Contract will be for heavy mechanical, construction and maintenance and repair services port-wide (ASPA Terminals/Railroad), including labor, tools, and equipment (all adequately insured) on an hourly basis as necessary to assist Alabama State Port Authority (ASPA) maintenance personnel with repair and replacement projects when authorized and at the discretion of the Authority's management. This service contract shall be effective for one year beginning July 1, 2018 through June 30, 2019, with an option for possible yearly renewal, but not-to-exceed four (4) renewals, contingent upon no escalation of the current rates.

Only proposals from licensed contractors with top quality, skilled workmen, a wide variety of dependable equipment in good working order, and a prior acceptable work experience at the Alabama State Port Authority (ASPA) Bulk Division and the General Cargo & Intermodal Division will be accepted and reviewed. However, the Authority reserves the right to waive this various plant work experience requirement if, in the opinion of the Management of the Bulk Handling Division, the bidding contractor can provide proof of similar acceptable experience of equal quality, workmanship, equipment and personnel availability at a comparable work site on a demand basis.

**All contractors must provide a minimum of 3 references documenting satisfactory work.**

All working personnel are required to have received a safety orientation course as per OSHA 19-26.119 Standard and are to have in their possession a current certification card complete with photo and date. In addition, the successful Contractor will be required to meet with the Port's Safety Director to familiarize itself with and conform to all Port safety requirements and procedures.

Contractor must provide information on the company's safety programs including safety procedures and manuals along with Safety records/OSHA Logs for the last three years.

The Contractor must obtain ASPA credentials for all workers needed to perform the required work along with the personnel needed for short notice callouts. See the ASPA Port Access Policy for further details.

The Alabama State Docks is a full time operating facility requiring coverage twenty-four hours a day, three hundred sixty-five days a year, including nights, weekends and holidays.

The Contractor will be responsible for providing competent, skilled craftsmen, supervision and all necessary equipment required to periodically assist/supplement ASPA plant maintenance crews with major or specialized maintenance and replacement work tasks requiring a larger work force. Work outlined in this "Request for Proposal" is periodic in nature and will fluctuate based on demand. Craftsman classifications required include; millwrights, iron workers, carpenters, pipefitters, Laborers, truck drivers, equipment operators, concrete masons, site managers, etc.

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No work task shall commence without prior authorization from port personnel: scheduled routine work will require written authorization prior to commencement; unscheduled emergency work can proceed with verbal authorization followed by an E-mail or written backup within 24 hours. Each work assignment will be initiated on an "as-needed" basis with issuance of an individual project contract number or work order and an estimated not-to-exceed total installed cost estimate. All overtime work will require approval before work is initiated.

Compensation for labor and equipment use time will be made at proposal rates based on time sheets recorded and approved daily with signature by the authorizing ASPA contact personnel. Craft skill and supervisory manpower loading and equipment selection shall be based on job requirements

Work will be performed in accordance with the Contractor's standard hourly work week but will be adjusted as necessary for pre-scheduled projects in order to avoid unnecessary overtime charges prior to accumulation of a 40-hour work week. Overtime for routine scheduled projects will require pre-approval before commencement of the work.

Materials for all jobs may be provided by the ASPA when possible. Under normal circumstances, a list of all materials required to complete a project will be given by the Contractor to the ASPA contact person, who will process the necessary purchase orders.

Any materials required to overcome a time sensitive situation shall be provided by the Contractor with prior approval of ASPA contact person. The maximum allowable Contract markup on invoice costs of contractor reimbursable materials shall not exceed five (5%) percent with the markup applicable to only the material cost portion and not the sales taxes or delivery charges. In addition, Contractor furnished material will be reimbursed based upon the actual quantities used. Contractor furnished material costs are not-to-exceed \$3000.00 on any single project under any circumstance.

All materials handled by the Contractor shall be stored in a secure area.

A list of the necessary equipment to be provided by the Contractor is provided by the Alabama State Port Authority (ASPA) in the attachments with this "Requisition for Proposal".

The proposed unit prices for all crafts and equipment shall include cost for insurance, office overhead, project management, incidentals, crew truck, equipment refueling and maintenance costs, and small hand tools (example: burning torches, saws, grinders, needle guns, pneumatic air tools, and any other tools under an initial purchase cost of \$500.00.) Incidental items such as portable toilets, hand cleaner, rags, batteries, extension cords, helmets, safety glasses, water cups, barricade tape, etc. are to be included in cost of craft's hourly rate and not billed separately to the job. The cost of consumables such as welding rods, oxygen, acetylene, etc. shall be billed based on usage.

Proposed labor rates shall remain constant or fixed with no allowances for any escalation due to change in craft wage agreement or any other cost increases. Labor rates quoted shall be for personnel classified on the Journeyman or First Class level except where any Apprentice rate is requested. Contractors utilizing the multi-craft concept will be required to identify for each worker a first class specialty craft with all other craftwork being of apprentice level which will be paid at 75% of the first class rate. No General Foreman charges will be permissible unless the crew size exceeds five (5) men. Office trailer charges will be acceptable when crew size exceeds ten (10) men. No labor allowance will be made for travel to and from the job site; or off site shop labor.

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Proposed rates for equipment shall be fixed with no escalation for third party equipment due to unavailability. As a rule, mobilization and demobilization of equipment shall be converted to a lump sum amount equivalent to two hours' time each way of the equipment rental rate, including applicable low boy truck and driver, in accordance with the rate schedule in the Contractor's Owned Equipment List included in this proposal.

Any third party equipment rentals not covered in the Schedule of Services must be pre-approved by the ASPA Contact person. The maximum allowable Contractor mark-up for rental equipment shall not exceed 5% and shall be applied to the cost of the equipment only, excluding the rental tax, sales tax, fuel charges or delivery charge portion of the invoice. Third party rentals with an anticipated cost exceeding \$3000.00 are prohibited under the terms of this contract, unless specifically provided for in a special exception.

Qualified contractors shall also submit with their proposal, a schedule of their rates and classifications showing the number of personnel in all crafts and skill levels and equipment with operating fuels available through their company, identifying existing full time permanent personnel verses new hires, available for the proposed work. Permanent personnel are defined as those who have been employed by the Contractor for more than 1 year.

The Schedule shall include overtime rates, holiday rates and a list of official holidays. The maximum rates allowable for equipment shall not exceed the published rates based on the latest edition of the Rental Rate Blue Book for Construction Equipment. All rates quoted on an hourly or daily basis shall be extended to a weekly rate not-to-exceed that of 3.5 days and a monthly rate not-to-exceed that of three weeks. Extended use discounts for equipment shall be applicable to any continuous series of individual projects regardless of locale on the Alabama State Docks property.

Subcontracting services (such as fabricating sheet metal and machine shop work) are permissible only with the approval of ASPA contact person. The maximum allowable contract markup on invoice cost of subcontract services shall not exceed eight (8%) percent. Each subcontractor service shall not exceed a value of \$5,000.00. Subcontracting of labor and/or equipment is prohibited.

Minimum insurance requirements for this Contract are as per the Authority's attached standard entitled "Alabama State Port Authority Insurance Requirements for Contract Work". Proof of insurance coverage must be submitted in written form prior to the commencement of contract work.

### **SEE THE ATTACHED SCHEDULE OF SERVICES ON THE FOLLOWING PAGES:**

For Purposes of bid evaluation only, an estimated quantitative scope of manpower and equipment for a yearly period is projected below. A prime factor in the analysis of the bids will be the cumulative cost for performing this scenario of work at the unit prices quoted per craft and equipment.

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## SCHEDULE OF SERVICES

Each of the Contractor's craft employees are to be assigned one of the categories listed below in order to determine the average wage for each classification. Contractor rates are to reflect the average wage for each classification based on the number of personnel employed by the contractor which fit into each craft.

Item	No. of Personnel	Base Hrs	Craft	Hourly Rate	O.T. Rate	Holiday Rate
1 L		700	General Foreman (Site Superintendent)	\$ ____	\$ ____	\$ ____
2 L		600	Ironworker Foreman	\$ ____	\$ ____	\$ ____
3 L		400	Ironworker Lead	\$ ____	\$ ____	\$ ____
4 L		0	Ironworker w/qualified welding certificates	\$ ____	\$ ____	\$ ____
5 L		2400	Ironworker Journeyman	\$ ____	\$ ____	\$ ____
6 L		2100	Iron worker	\$ ____	\$ ____	\$ ____
7 L		0	Pipefitter Foreman	\$ ____	\$ ____	\$ ____
8 L		300	Pipefitter Lead	\$ ____	\$ ____	\$ ____
9 L		800	Pipefitters Journeyman	\$ ____	\$ ____	\$ ____
10 L		1000	Pipefitters	\$ ____	\$ ____	\$ ____
11 L		0	Millwright Foreman	\$ ____	\$ ____	\$ ____
12 L		400	Millwright Lead	\$ ____	\$ ____	\$ ____
13 L		600	Millwright Journeyman	\$ ____	\$ ____	\$ ____
14 L		50	Millwright	\$ ____	\$ ____	\$ ____
15 L		900	Carpenters Foreman	\$ ____	\$ ____	\$ ____
16 L			Carpenters Lead	\$ ____	\$ ____	\$ ____
17 L		1200	Carpenters Journeyman	\$ ____	\$ ____	\$ ____
18 L		2200	Carpenters (Helper)	\$ ____	\$ ____	\$ ____

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Contractor rates are to reflect the average wage for each classification based on the number of personnel employed by the contractor which fit into each craft. Each of the Contractor's craft employees are to be assigned one of the categories listed below in order to determine the average wage for each classification.

<u>Item</u>	<u>No. of Personnel</u>	<u>Base Hrs</u>	<u>Craft</u>	Hourly Rate	O.T. Rate	Holiday Rate
19 L		0	Cement Mason Foreman	\$___	\$___	\$___
20 L		300	Cement Mason Lead	\$___	\$___	\$___
21 L		0	Cement Mason Journeyman	\$___	\$___	\$___
22 L		350	Cement Mason	\$___	\$___	\$___
23 L			Labor Foreman	\$___	\$___	\$___
24 L			Labor Lead	\$___	\$___	\$___
25 L		200	Labor Journeyman	\$___	\$___	\$___
26 L		400	Labor	\$___	\$___	\$___
27 L			Truck Driver Foreman	\$___	\$___	\$___
28 L			Truck Driver Lead	\$___	\$___	\$___
29 L		40	Truck Driver Journeyman	\$___	\$___	\$___
30 L		20	Truck Driver	\$___	\$___	\$___
31 L		800	Equipment Operators Journeyman	\$___	\$___	\$___
32 L			Site Manager	\$___	\$___	\$___
			<u>Contractor should list any other crafts or equipment they deem appropriate or required to complete the proposed scope of work.</u>	\$___	\$___	\$___
				\$___	\$___	\$___
				\$___	\$___	\$___
				\$___	\$___	\$___
				\$___	\$___	\$___

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Item	Qty	Equipment	Hourly Rate	Wkly Rate	Mnthly Rate
1 E	13	40-45 Ton Hydraulic Crane complete w/operating fuel and rigging included.	\$_____	\$_____	\$_____
2 E	0	4WD Self Propelled Telescopic Boom Aerial Lift with 60 feet platform height complete w/operating fuel.	\$_____	\$_____	\$_____
3 E	80	15-20 Ton Hydraulic Crane w/operating fuel and rigging included.	\$_____	\$_____	\$_____
4 E	33	Boom Truck complete w/operating fuel and rigging included.	\$_____	\$_____	\$_____
5 E	5	1 3/8 C.Y. Hydraulic trackhoe w/operating fuel included.	\$_____	\$_____	\$_____
6 E	131	½ C.Y. Hydraulic Backhoe w/operating fuel included.	\$_____	\$_____	\$_____
7 E	5	Flatbed Truck w/operating fuel.	\$_____	\$_____	\$_____
8 E	80	Floating Work Barge (approximately 8' x 12')	\$_____	\$_____	\$_____
9 E	3180	Portable Diesel Welding Machine/ w/operating fuels and welding cables included.	\$_____	\$_____	\$_____
10 E	57	250 CFM Air Compressor with hose and operating fuel included.	\$_____	\$_____	\$_____
11 E	0	5 KW AC Generator w/operating fuel included	\$_____	\$_____	\$_____
12 E	0	Office Trailer furnished with telephone.	\$_____	\$_____	\$_____
13 E	570	50 T Crane	\$_____	\$_____	\$_____
14 E	19	60 T Crane	\$_____	\$_____	\$_____
15 E	63	80 T Crane	\$_____	\$_____	\$_____
16 E		160 T Crane	\$_____	\$_____	\$_____
17 E	687	Fork Lift	\$_____	\$_____	\$_____
18 E	116	Tractor & Trailer	\$_____	\$_____	\$_____

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Item	Qty	Equipment	Hourly Rate	Wkly Rate	Mnthly Rate
		<p><u>Contractor should list any other equipment they deem appropriate or required to complete the proposed scope of work.</u></p>	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____	\$ _____
<b>FOR: HEAVY MECHANICAL AND CONSTRUCTION/REPAIR SERVICE AGREEMENT</b>					

Contractor:

\_\_\_\_\_  
 Contractor's Signature

\_\_\_\_\_  
 Date

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Notes:

1. Bid proposals must be submitted in sealed envelopes with the words **“BID Documents Enclosed”** clearly marked **on the outside of the envelope** along with the project name **“HEAVY MECHANICAL AND CONSTRUCTION/REPAIR SERVICE AGREEMENT and Contractor’s Alabama Contractor License Number.**

**Bids hand delivered or sent by regular U.S. Postal Mail** must be tendered at or before the specified time to:

Alabama State Port Authority  
ATTN: Tom Alvarez  
McDuffie Coal Terminal  
P.O. Box 1588  
Mobile, AL 36633-1588

**Bids may be hand delivered the day of the Bid opening on Wednesday June 13, 2018, 10:00 a.m. at:**

Alabama State Port Authority  
McDuffie Coal Terminal  
Conference Room  
1901 Ezra Trice Blvd.  
Mobile, AL 36603

**NO BIDS WILL BE ACCEPTED AFTER THIS TIME.**

Site visits can be arranged upon request.

2. The Authority reserves the right to refuse to issue a proposal form or a contract to a prospective bidder for any of the following reasons:
- (a) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contract in force with the Authority.
  - (b) Contractor default under previous Contract with the Authority.
  - (c) Proposal withdrawal or Bid Bond forfeiture on previous project with the Authority.
  - (d) Unsatisfactory work on previous contract with the Authority.
3. The Authority may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as the Authority may request. The Authority reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Authority that such bidder is properly qualified to carry out the obligations of the Contract.

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4. The bidder shall submit his proposal on the forms furnished by the OWNER. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposed to do each pay item furnished in the proposal. The Department will check the gross sum given in the proposal and in case of error or discrepancy, the gross sum obtained by adding the products of the unit prices and the various estimated quantities listed in the proposal shall prevail and this shall be the Contract Bid Price. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.
5. The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation the person signing the proposal shall give the name of the State under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.
6. A bidder shall be considered disqualified for any of the following reasons:
  - (a) Submitting more than one proposal from the same partnership, firm or corporation under the same or different name.
  - (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the OWNER.
  - (c) If the bidder has not complied with the provisions of the Laws of the State of Alabama concerning licensing of Contractors.
  - (d) If an out-of-State bidder has not qualified with the Secretary of State to do business in Alabama.
7. Response time within two (2) hours of an emergency notice and quality service are of the essence to the Authority. If the Contractor to whom this contract is awarded does not provide adequate service or workmanship, the Department reserves the right to cancel the contract and re-bid this work excluding that Contractor from consideration.
8. Award of this contract does not obligate the Authority to any minimum hours nor does it limit the total hours of various crafts and equipment that can be used.
9. The Contractor's records for this contract shall be open to audit by the Authority's agent or authorized representative to the extent necessary to adequately permit evaluation and verifications of: a) Contractor compliance with Contract requirements, b) compliance with Authority's business ethics policies, and c) compliance with provisions for payment or claims submitted by the Contractor or any of their payees.

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10. This contract does not preclude the Department from procuring lump sum bids on any project deemed appropriate by Alabama State Port Authority officials.
11. All documents, invoices, etc. must have visible the words ASPA Heavy Mechanical Service Contract, Project Name or work description and/or Work Order number as appropriate.
12. Conditional bids will not be accepted.
13. ASPA reserves the right to contract all or portions of the prescribed work to either a single or to multiple contractors.
14. The contractor can be dismissed for inferior work
15. The Contractor shall comply with all Federal and State laws, local ordinances and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work.
16. The Authority reserves the right to reject any and all bids and to waiver any informality in bids received.

### 17. FAILURE TO EXECUTE CONTRACT

The Contractor shall be considered in default of his Contract and such default will be considered as cause for the OWNER to terminate the Contract for any of the following reasons if the Contractor:

- (a) Fails to respond and complete work under the Contract in a timely manner; or
- (b) Fails to perform the work or to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits an act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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### 18. CONTRACT TERMINATION

The Owner may terminate the Contract, or any portion hereof, for just cause by written notice to the Contractor.

When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed or started. No claims for loss of anticipated profits shall be considered.

Acceptable materials both in quantity and quality obtained or ordered by the Contractor that are not incorporated into the work shall, at the option of the Contractor, be purchased by the Owner at actual cost as shown by receipted bills and actual cost records. All unused materials purchased by/or billed to ASPA as part of a project must be turned over to ASPA upon termination of the project. ASPA Delivery of the materials will be performed as designated by the Engineer.

Termination of the Contract, or a portion thereof, shall neither relieve the Contractor of its responsibilities for the completed work or relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

20. Any questions regarding this proposal solicitation should be directed to Mr. Tom Alvarez, Project Manager, at phone number (251) 441-7534.

21. All addenda so issued shall become part of the Contract Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

I, the undersigned bidder, acknowledge receipt of following addenda:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_  
Contractor's Signature and Date

\_\_\_\_\_  
Contractor's Company

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### **ALABAMA STATE PORT AUTHORITY** **INSURANCE REQUIREMENTS FOR CONTRACT WORK** **STANDBY HEAVY MECHANICAL AND CONSTRUCTION CONTRACT**

#### **INDEMNIFICATION**

The Contractor shall assume all liability for and shall indemnify and save harmless the State of Alabama and the Alabama State Port Authority, doing business as Alabama State Docks (ASD), and its officers and employees from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the contract, whether such operations are performed by himself or by any subcontractor or by anyone directly or indirectly employed by either of them occurring on or about the premises, or the ways and means adjacent during the term of the contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under the contract.

#### **INSURANCE REQUIREMENTS**

The Contractor shall not commence work under the contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by ASD, nor shall the Contractor allow any subcontractor to commence work until all similar applicable insurance has been obtained by the subcontractor or the Contractor has provided coverage for the subcontractor. The Contractor shall provide, at his expense, insurance in accordance with the following:

#### **General Requirements (applicable to all policies)**

All policies of insurance must be written with companies acceptable to ASD. The Contractor shall furnish to ASD certificates of insurance, signed by the licensed agent evidencing required coverages. ASD reserves the right to require certified copies of any and all policies. Each policy of insurance shall provide, either in body of the policy or by endorsement, that such policy cannot be substantially altered or cancelled without thirty (30) days' written notice to ASD and to the insured. Except for Workers Compensation, said policies will identify Alabama State Port Authority, its officers, officials, agents, servants and employees as Primary and Non-contributory Additional Insureds in connection with work performed for, on behalf of, or on the property of ASD including a waiver of all rights of subrogation.

#### **General Liability**

The Contractor shall take out and maintain during the life of the contract Commercial General Liability insurance, including Blanket Contractual and Completed Operations coverages, in an amount not less than \$2,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

#### **Automobile Liability**

The Contractor shall take out and maintain during the life of the contract Business Automobile Liability insurance covering any auto in an amount not less than \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

#### **Workers Compensation (If work on the pier or over the water, USLH required)**

The Contractor shall take out and maintain during the life of the contract Workers Compensation and Employers Liability insurance providing coverage under the Alabama Workers Compensation Act in an amount not less than that required by Alabama law. Where applicable, Contractor shall take out and maintain during the life of the contract insurance providing coverage as required by Federal statute, including but not limited to U.S. Longshoremen and Harborworkers' Compensation Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).

#### **Ocean Marine (If watercraft is used)**

The Contractor shall provide Protection and Indemnity coverage, including crew, in an amount not less than \$2,000,000 for each loss.

#### **Railroad Protective Liability (If work performed within 50 feet of an Operating Railroad)**

Where applicable, the Contractor shall provide a Railroad Protective Liability policy in the name of the Terminal Railway Alabama State Docks in an amount not less than \$2,000,000.

NOTE: In lieu of the RPL policy, the Contractor may cause to be attached to its General Liability Policy standard ISO endorsement, "Contractual Liability - Railroads" (CG 24 17). The railroad must be identified as an Additional Insured. NOTE: "Alabama State Port Authority (ASD)" includes the Alabama State Docks Terminal Railway.

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### ALABAMA STATE PORT AUTHORITY ACCESS POLICY

#### IMPORTANT NOTICE TO VENDORS REGARDING ACCESS TO ASPA RESTRICTED FACILITIES:

**Successful vendors requiring access to the Alabama State Port Authority's Restricted Facilities** to fulfill any obligations set forth in this bid must comply fully with the Authority's Access Policy found in its entirety at [http://www.asdd.com/portaccess\\_policy.html](http://www.asdd.com/portaccess_policy.html). The Port Authority's Access Policy requires all persons permanently employed at the port, including ASPA staff, tenants and their employees, surveyors, agents, stevedores, longshoremen, chaplains, contract labor and persons requesting temporary access to the port, including delivery persons, vendors, contractors, and temporary workers must obtain and display an ASPA issued photo ID badge or visitor badge at all times when accessing or working on port property. In order to obtain an ASPA credential, applicants must also obtain a Transportation Worker Identification Credential (TWIC) and undergo mandatory Security Awareness Training. Information on the TWIC can be found at [http://www.asdd.com/portaccess\\_twicreqs.html](http://www.asdd.com/portaccess_twicreqs.html)

Information on Security Awareness Training classes and scheduling can be found at [http://www.asdd.com/portaccess\\_securitytraining.html](http://www.asdd.com/portaccess_securitytraining.html)

**ALL PROSPECTIVE VENDORS ARE ENCOURAGED TO REVIEW THESE POLICIES AND CONSIDER THESE REQUIREMENTS IN PREPARING BID SUBMISSIONS.**

**FOR: HEAVY MECHANICAL AND CONSTRUCTION/REPAIR SERVICE AGREEMENT**

FORM FOR SECTIONS 9(a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, and political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as \_\_\_\_\_ (state position) for \_\_\_\_\_ (state business entity/employer/contractor name) That said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

\_\_\_\_\_ Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_ Signature and Seal of Notary Public

Author: Jean Brown



# State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

Contract     Proposal     Request for Proposal     Invitation to Bid     Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes     No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes     No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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*By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.*

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Notary's Signature Date Date Notary Expires

*Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

Revised: 09/2013

**THIS PAGE MUST BE NOTARIZED**