



Alabama State Port Authority
Requisition and Proposal

Project Name International Trade Center HVAC Renovations

Project # 1070 Task # 2

To: **Prospective Bidders**

Date: **1/9/2019**

Please procure the following and deliver to the address below:

<p><u>Delivery of Proposal:</u> Alabama State Port Authority Location identified below in Notes #1</p>	<p><u>Performance of Work:</u> Alabama State Port Authority International Trade Center 250 North Water Street, Mobile, AL 36602</p>
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Description of Work
<p>This Requisition solicits proposals to perform HVAC Renovations at the Alabama State Port Authority facility. The project includes, but is not limited to replacement of 2 Chillers, Chilled and Hot Water Pumps and Piping, Boiler, Dual Deck VAV Boxes, and new DDC Controls. Work will be in accordance with attached Drawings, Specifications, Insurance Requirements; ASHRAE and national Electrical Code requirements, and applicable and State of Alabama Laws.</p> <p>The work consists principally of providing bonds, labor, materials, equipment, and supervision necessary for replacement of 2 Chillers, Chilled and Hot Water Pumps and Piping, Boiler, Dual Deck VAV Boxes’, and new DDC Controls as indicated in the Contract documents. The Project Site is located at the Alabama State Port Authority International Trade Center in Mobile, Alabama.</p> <p>A Pre-Bid Meeting is Scheduled for January 29, 2020 and to start Promptly at 9:00 AM at the International Trade Center’s 1st Floor Killian Room. Bidder attendance is MANDATORY.</p> <p>All Contractors submitting Bids are to carefully examine the Site of the proposed work by Appointment Only and thoroughly review the Contract requirements prior to submission of a Bid Proposal. Each Bidder shall satisfy oneself as to the character, quality, and quantities of work to be performed, and as to the requirements of the proposed contract. The submission of a Proposal shall be proof that the bidding Contractor has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract. On bids of \$50,000 or more, bidding Contractor must hold a current license from the State Licensing Board for General Contractors, Montgomery, AL, with the classification being General Contractor Mechanical.</p> <p>The work performed under this Contract shall not commence until the Contractor has submitted a Performance Bond, Labor & Material Bond, and acceptable Certificate of Insurance. Performance Bond shall be in an amount equal to 100% of the contract price; Labor & Material Bond equal to 100% of the Contract price; and Certificate of Insurance shall be as per the attached requirements and countersigned by a licensed resident agent in the State of Alabama.</p> <p>The Contractor will be required to complete the work under the Contract within 75 Calendar Days after receipt of a “Notice to Proceed”. The work will have to be scheduled and performed in a manner that will not interfere with operations of the facility or ongoing construction activities operating in the immediate and adjacent areas. Work will start not later than 10 Calendar Days after receipt of Notice to Proceed. ASPA intent is that work hours will be during normal day light hours as much as possible. Work during Nights and Weekends will require Prior Coordination and Approval of ASPA Project Manager.</p>



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Description of Work continued

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.

The Contractor shall place a competent Superintendent on the Project who shall have experience in the work being performed under the Contract. The assigned **Superintendent** shall have the responsibility for the day-to-day operations of the work and shall Remain on the Project Site while the work under the Contract is being performed.

Time is an essential element in the contract. As the prosecution of the work will inconvenience the tenant and interfere with business, it is important that the work be pressed vigorously to completion. Also, the cost to the Alabama State Port Authority of the administration of the contract, supervision, inspection and engineering will be increased as the time occupied in the work is lengthened. Therefore, exclusive of Sundays and national holidays, for each Calendar Day that the work remains incomplete after the time specified, an amount of \$1000.00 shall be paid by the Contractor to the Alabama State Port Authority as Liquidated Damages for the loss sustained by the State because of failure of the Contractor to complete the work within the specified time.

Liquidated Damages shall also apply for time on all Calendar Days that exceeds the Scheduled HVAC Outage at the increased rate of \$2000 as indicated on the Drawings.

IMPORTANT NOTICE TO BIDDERS REGARDING ACCESS TO ASPA RESTRICTED FACILITIES:

Successful bidders 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. The Port Authority's Access Policy requires all persons 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 to obtain and display an ASPA issued photo ID 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 1 hour Security Awareness Training. Information on the TWIC can be found at http://www.asdd.com/portaccess_twicregs.html. Information on Security Awareness Training classes and scheduling can be found at http://www.asdd.com/portaccess_securitytraining.html. ALL PROSPECTIVE BIDDERS ARE ENCOURAGED TO REVIEW THESE POLICIES AND CONSIDER THESE REQUIREMENTS IN PREPARING BID SUBMISSIONS.

SELECT IF APPLICABLE: **IMPORTANT NOTICE TO BIDDERS REGARDING EMPLOYMENT PRACTICES:**

Effective October 1, 2011, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act ("the Act") requires that any business entity contracting with or providing any grant or incentives to the state, including the Alabama State Port Authority, certify compliance with the Act. All Bidders must certify such compliance by executing the enclosed Affidavit and returning it to the Alabama State Port Authority with your bid package. The Affidavit must be notarized. The following E-Verify website link is provided for convenience: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.



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Contractor's Bid Proposal				
The Contractor hereby agrees to provide specified equipment and perform associated specified work for the prices outlined in the following schedule. The quantities listed may be increased or decreased during project execution. In the event the quantities do change, the unit price shall apply according to Scope of Work.				
Description	Qty	UOM	Unit Price	Value
1. Project Bonds and Insurance	1	Lump Sum	\$	\$
2. Mob/Demob including Port Access Credentials and TWICs	1	Lump Sum	\$	\$
3. Penthouse Mechanical Room Demolition	1	Lump Sum	\$	\$
4. Temporary Chiller and Connections	1	Lump Sum	\$	\$
5. DX Chiller	2	Each	\$	\$
6. Chilled Water Pumps	2	Each	\$	\$
7. Galv Steel Support Rail Replacement	1	Lump Sum	\$	\$
8. Chilled Water Appurtenances	1	Lump Sum	\$	\$
9. Chilled Water Piping	1	Lump Sum	\$	\$
10. Chilled Water Piping Insulation	1	Lump Sum	\$	\$
11. Steel Support Rails	1	Lump Sum	\$	\$
12. Boiler and Insulation	1	Each	\$	\$
13. Hot Water Pumps	2	Each	\$	\$
14. Hot Water Appurtenances	1	Lump Sum	\$	\$
15. Hot Water Piping	1	Lump Sum	\$	\$
16. Hot Water Piping Insulation	1	Lump Sum	\$	\$
17. Outside Air Dampers and Actuators	2	Each	\$	\$
18. AHU-2 OA Duct Modification	1	Each	\$	\$
19. Replace Duct Insulation in Penthouse	1	Lump Sum	\$	\$
20. Electrical	1	Lump Sum	\$	\$
21. Crane	1	Lump Sum	\$	\$
22. DDC Controls	1	Lump Sum	\$	\$
23. Miscellaneous	1	Lump Sum	\$	\$
			Base Bid Total	\$



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Contractor's Bid Proposal (Continued)				
Additive Alternate #1				
24. Demo Existing Dual Duct VAV Boxes	36	Each	\$	\$
25. New Dual Duct VAV Boxes	36	Each	\$	\$
26. New DDC Controls and Thermostats	36	Each	\$	\$
27. Electrical	36	Each	\$	\$
28. Repair/Replace Ceilings for Access (Lay-In Grid)	32	Each	\$	\$
29. Repair/Replace Ceilings for Access (Gypsum)	4	Each	\$	\$
30. AHU-3 CW Control Valve and Thermostat	1	Each	\$	\$
31. Miscellaneous	1	Lump Sum	\$	\$
Additive Alternate #1 Total				\$

Additive Alternate #2				
32. 4th Floor HW Control Valves & Actuators	7	Each		
33. New DDC Controls and Thermostats	7	Each		
34. Miscellaneous	1	Lump Sum	\$	\$
Additive Alternate #2 Total				\$



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NOTES:

1. **Sealed bid proposals will be received** via courier to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Suite 216, Administration Building, Mobile, AL 36602 by **1:00 PM on Wednesday, February 19, 2020.**
2. Sealed bid proposals will be publicly opened on **Wednesday, February 19, 2020 at 2:00 PM** at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st floor—Killian Room, Mobile, AL.
3. Faxed or Electronic or Late Bids will Not be accepted.
4. Bid proposals must be submitted in sealed envelopes with the words “**Bid Document Enclosed**” clearly marked on the outside of the envelope. The sealed envelope shall also have **the Bidder’s Name, Contractor’s License Number, Project Name, and Time and Date of Bid Opening shown on the outside.**
5. A Bid Bond or Certified Check made payable to the Alabama State Port Authority and equal to five percent (5%) of the amount bid, not to exceed \$10,000, must accompany the Bid Proposal.
6. 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.
 - e) Lack of competency and adequate machinery, personnel, plant and other equipment for performing the project.
7. 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 all of the obligations of the Contract.
8. Any questions regarding the procurement shall be directed to Rick Smith, P.E., ASPA Project Manager, at rasmith@asdd.com .
9. The right is reserved, as the interest of the Alabama State Port Authority may require, to reject any and all bids and to waive informalities in bids received.



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SIGNATURES

Receipt of following addendums is acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Contractor's Signature:

**Contractor
Company**

Name

Title

Date

Signature of Party Originating Requisition:

Rick Smith, P.E.

1/9/2019

**Rick Smith, P.E.
ASPA Project Manager**

Date

Attachments: Certificate of Compliance; Insurance Requirements; Bid Bond Form;
Drawings and Specifications



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State of _____

County of _____

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE: Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

___ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20 _____

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20 _____.

WITNESS: _____

Printed Name of Witness



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ALABAMA STATE PORT AUTHORITY
INSURANCE REQUIREMENTS FOR CONTRACT WORK

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 (Required for this project)

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.**

General Liability (Required for this project)

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 **\$3,000,000** for any one occurrence for bodily injury, including death, and property damage liability.

Automobile Liability (Required for this project)

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

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).



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a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

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By: _____

Its _____

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WITNESS: _____

Printed Name of Witness