



Alabama State Port Authority
Request for Bid

Project Name Muddy Creek Invasive Plant Removal

Project # 10676 Task # 1

To: **Prospective Bidders**

Date: 7/29/19

Please procure the following and deliver to the address below:

Delivery of Bid via courier (FedEx, UPS, etc.)

Alabama State Port Authority
Environmental and Program Management
1400 State Docks Rd.
Administration Building Room 200
Mobile, AL 36602

*U.S. Postal Service does not deliver to this address.

Description of Work

This request solicits hourly rate bids for providing a labor force to perform invasive plant removal at the Alabama State Port Authority (ASPA) Muddy Creek Mitigation Site in Theodore, AL. The attached Figure 1 depicts the site location. The Labor Service Contract will be for providing labor on an hourly basis as necessary to assist ASPA personnel with removal of existing invasive plant species under the direction of a Project Manager separately contracted by the ASPA. Work will be in accordance with the requirements stated herein and applicable State of Alabama Laws. This Service Contract shall be effective for one (1) year October 2019 through September 2020, with an option for possible yearly renewal, but not to exceed two (2) renewals contingent upon no escalation of current rates. Two (2) invasive plant removal events occur each calendar year; one (1) in the spring (March or April) and one (1) in the fall (October or November), for which actual start dates may vary. Each event is anticipated to be 14 or 15 working days.

The work consists principally of providing the labor necessary for the removal of existing invasive exotic plant species located in a wetland (swamp) area and upland environment. The project site is located at the ASPA's 200-acre Muddy Creek Mitigation site in Theodore, Alabama. Of the 200 acre site, approximately 105 acres are wetland and 95 acres are upland. The labor force must have the ability to be trained in one (1) day on plant species recognition and be able to utilize common gardening hand tools and herbicide spraying equipment. Laborers will be trained to recognize which species are removed by pulling the root and bagging or sprayed with specific herbicide. The labor crew will require up to ten (10) laborers, unless otherwise directed by Project Manager, on a daily basis and must be the same laborers each day due to the training required to recognize the types of plants to remove. Failure to provide the same consistent trained work force on a daily basis will be cause to terminate this Contract by the ASPA.

Contractor will be paid for actual hours worked only even if the work day is shortened or interrupted due to weather. Work schedule is anticipated to be nine (9) hour days Monday through Friday from 8am to 5pm, including a one (1) hour non-paid lunch break. ASPA's intent is that work hours will be during normal day light hours. Work schedule may be modified by the Project Manager as deemed warranted. Due to the application of herbicides, work will not take place during or immediately after heavy rain events and work may be postponed if rain is forecasted. The rate per man hour contracted



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Description of Work continued

will not change should the work schedule be shortened or lengthened. In other words, NO OVERTIME charges will be billed to the ASPA regardless of the amount of hours per day or the hours per week worked.

Contractor is responsible for providing transportation to and from the work site daily and for providing any meals and drinking water for the labor crew. The Contractor shall provide transportation for the entire crew within the site to various work locations each day. The transportation vehicle(s) must be able to traverse unimproved dirt roads with possible ruts. Any drinks and meals for the crew will be stored in the Contractor vehicle(s) near the work location, as directed by the Project Manager. The Contractor shall place a competent foreman on the Project who shall have experience in the work being performed under the Contract and must speak English. The assigned foreman shall have the responsibility to coordinate daily operations to be performed with the Project Manager and shall remain on the Project site while the work under the Contract is being performed.

Laborers are to be dressed appropriately for outside work in changing weather conditions in a wooded/wetland settings where snakes, insects, and spiders are encountered. If desired, laborers shall provide their own personal protective equipment, hats, bug repellent, snake chaps, etc. The ASPA will provide the Project Manager, initial training, work gloves, gardening tools, herbicide, spraying equipment, portable restroom, and trash bags. All ASPA equipment shall be returned in clean, working condition or will be replaced at Contractor's expense.

All Contractors submitting bids are to carefully examine the site of the proposed work and thoroughly review the contract requirements prior to submission of a bid package. 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 bid package shall be prima facie evidence 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.

The work performed under this contract shall not commence until the Contractor has submitted a Certificate of Insurance. The Certificate of Insurance shall be as per the attached requirements and countersigned by a licensed resident agent in the State of Alabama. The contract will commence within five (5) days from the issuance of the "Notice to Proceed." The Contractor will be required to complete the work under the direction of the Project Manager and the work is anticipated to last between three (3) and four (4) weeks in each spring and fall. The work will be scheduled no less than three (3) weeks prior to the start date each spring and fall.

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.

Laborers on this project will not be required to obtain ASPA access credentials.



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IMPORTANT NOTICE TO BIDDERS REGARDING EMPLOYMENT PRACTICES:

Effective October 1, 2011, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act "The Act" required 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 submitting documentation that the business entity is enrolled in the E-Verify program and executing the enclosed Certificate of Compliance (Appendix B) and returning both to the Alabama State Port Authority with the sealed bid package. The Affidavit must be notarized.



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Contractor's Bid

The Contractor hereby agrees to provide specified equipment and perform the previously 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	Bid Price
1. Laborer (to include transportation and meals)	\$ _____ /Hour

NOTES:

1. Sealed bid packages will be received via courier to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Room 200, Administration Building, Mobile, AL 36602 by 1:00 pm on Monday, August 19, 2019 or be hand delivered from 9:30 am to 10:00 am on August 20, 2019 to the Alabama State Port Authority at the International Trade Center Front Desk, 250 North Water Street, Mobile, AL. Bids will be publicly opened at 10:00 am local time, Tuesday, August 20, 2019, at 250 N. Water Street, Killian Room, Mobile, Alabama.
2. Bid packages 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, project names, and time and date of bid opening** shown outside. Sealed bid packages should include a completed p.4, p.5, and Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and Disclosure Statement. No faxed or electronic bids will be accepted.
3. The ASPA reserves the right to refuse to issue 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 ASPA.
 - b) Contractor default under previous Contract with the ASPA.
 - c) Proposal withdrawal or Bid Bond forfeiture on previous project with the ASPA.
 - d) Unsatisfactory work on previous contract with the ASPA.
5. The ASPA 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 ASPA may request. The ASPA reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the ASPA that such bidder is properly qualified to carry out the obligations of the Contract.
6. Any questions regarding the procurement should be directed to Gretchen Barrera, Environmental Section Manager, at phone number (251) 441-7086.
7. The right is reserved, as the interest of the ASPA may require, to reject any and all bids and to waive informalities in bids received.



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ATTACHMENTS

Referenced Figures:

Figure 1 – Muddy Creek Mitigation Site Location

Referenced Documents:

Appendix A – Insurance Requirements

Appendix B – Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and Disclosure Statement

SIGNATURES

Receipt of following addendums is acknowledged:

Addendum No. _____

Addendum No. _____

Contractor's Signature:

Contractor

Company _____

Name

Title

Date

Signature of Party Originating Bid Request:

Kevin Cabrera
Graduate Engineer

7/29/2019

Date

Approved by:

Robert C. Harris, Jr., P.E.
Vice-President, Environmental & Program Management

7/30/19

Date



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Figure 1 – Muddy Creek Mitigation Site Location

Industrial Rd, Theodore, AL 36582, USA
Latitude: 30.517057 | Longitude: -88.152781



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Appendix A – Insurance Requirement

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 (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.

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. Policy shall include endorsement identifying the Department as an Additional Insured as respects to the contractors work for the Department.

Coverage must be endorsed to include the following and copies of said endorsements must be provided prior to commencing work.

- 1.) Pesticide or Herbicide Applicator Endorsement CG22641185 stating that form CG2264 includes coverage for contamination or pollution as long as the insured neither intends nor expects to violate the statutes, ordinances, regulations or license requirements of any federal, state or local government which apply to those operations.
- 2.) Removal of the care, custody and control exclusion, Section I, subparagraph 2 exclusion J, sections (3) (4) and (5) as stated in From CG000010196.

Automobile Liability (Required)

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 (Required for project)

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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Appendix B – Certificate of Compliance with the Beason-Hammon
Alabama Taxpayer and Citizen Protection Act and Disclosure Statement

AFFIDAVIT AND CERTIFICATE OF COMPLIANCE

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, any 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