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INVITATION TO BID

Sealed bid proposals will be received via courier to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Room 200, Administration Building, Mobile, AL 36602 by (not a mailing address for U.S. Postal Service) by 12:00 pm, on Thursday, April 28th, 2016. Sealed bid proposals can also be hand delivered from 1:00 pm to 2:00 pm, on Thursday, April 28th, 2016 to the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st floor – Killian Room, Mobile, AL. Faxed or electronic submitted bids will not be accepted.

Purchase Details:
The work consists principally of delivering and installing one liquid carbon dioxide tank. On-site technical support for up to three (3) days upon delivery maybe required at the request of Alabama State Port Authority and shall be included in the cost of the tank.

The bid will consist of one new 26 – 30 ton, horizontal liquid carbon dioxide tank complete with control containing refrigeration unit inside a lockable cabinet. All tank outlets must include a lockable valve. The tank must be equipped with a pressure build vaporizer to ensure pressure remains ≥ 61psi. Tank is required to be compatible with 480 volts, 3 phase. Bids must be submitted with a tank specification.

Installation and connection to existing piping and electrical power will be the responsibility of the Alabama State Port Authority. The Alabama State Port Authority will also be responsible for funding and oversight of the foundation installation, but requires that each bid include a foundation specification suitable for the tank included in the bid. On the scheduled tank delivery date, ASPA will coordinate a crane to be on site for unloading the tank onto an appropriate foundation.

No bid will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this work in accordance with all applicable laws of the State of Alabama. Also, non-residents of the State must show evidence of having qualified with the Secretary of State to do business in AL.

Shipping:
The tank will be delivered to the following address:
995 Old Spanish Trail, Mobile, AL 36610. Latitude: 30.723586 Longitude: -88.035913.
The tank will be delivered to a foundation site (to be prepared) approximately 240 yards from Old Spanish Trail/Cochrane Causeway. The road leading from Old Spanish Trail/Cochrane Causeway is gravel/dirt and has an estimated 20% incline. The site is secured with a locked gate and notification prior to entry is required for the public. Interested bidders will have access to the property to observe site conditions by appointment only by contacting Eric Beasley at (251) 441-7502 or (251) 605-6418.

Lease-to-Own Financing Option:
Bidders are encouraged but not required to provide lease-to-own financing. ASPA will award bid based on lowest Total Cost of Ownership and what is in the best interest of ASPA.
Least-to-Own Term:
Lease effective date will begin when the tank is delivered to the site. Lease length will be five (5) years, at the end of the five (5) years the tank will be owned by Lessee (Alabama State Port Authority). If at any time the Lessee terminates the contract, the Lessee will return the equipment to Lessor.

Rent:
On a monthly basis, Alabama State Port Authority will pay Lessor the amount defined in the selected bid for contract.

The Alabama State Port Authority is willing to pay a down payment of up to $10,000. If a down payment is required, a Performance Bond in an amount of the down payment is required at the signing of the contract. The Performance Bond will be returned upon delivery of the tank.

Use:
The contract shall provide a minimum one (1) year warranty on the tank and tank components. The Alabama State Port Authority prefers, but does not require, that labor be included with the warranty. If leased, inspections by the Lessor will be allowed.

Insurance:
Once Lessor has received Notice of Award, Lessor shall provide Certificate of Insurance per the attached requirements and countersigned by a licensed resident agent in the State of Alabama. ASPA must be named as an additional insured on the Certificate of Insurance. The Certificate of Insurance shall cover the manufacturing and delivery of the tank to Mud Lakes.

Certification:
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 submitting documentation that the business entity is enrolled in the E-Verify program and executing the enclosed Certificate of Compliance and returning both to the Alabama State Port Authority with the Bidder’s proposal. The affidavit must be notarized.

The following E-Verify website link is provided for convenience:

http://www.uscis.gov/e-verify

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Schedule:
Bids will be publicly opened at 2:00 pm, Thursday, April 28th, 2016 at the International Trade Center building, 250 North Water Street, 1st floor – Killian Room, Mobile, AL. 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.

The selected bidder must submit required documentation (Certificate of Insurance, Performance Bond (if applicable), business license for State of Alabama, and two (2) contracts signed by Lessor) within seven (7) days of receipt of Notice of Award. A Notice to Proceed will be issued once required documentation is received and contract is executed by all parties. The tank will be delivered within 16 weeks of receipt of Notice to Proceed and installation.

Time is an essential element in the contract. The Alabama State Port Authority may be subject to fines by the Alabama Department of Environmental Management if the tank is not delivered and on schedule. Therefore, for each day that the work remains incomplete after the time specified, an amount of $1,000.00 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. Also, the Alabama State Port Authority will schedule the demobilization of an existing tank from the site just after delivery of the lease-to-own tank. Therefore, the Lessor shall notify the Alabama State Port Authority of a specific delivery date at least four (4) weeks prior to delivery. For each day that the work remains incomplete after the delivery date specified, an amount of $1,000.00 shall be paid by the contractor to the Alabama State Port Authority.

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 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.
INSTRUCTIONS TO BIDDERS

1.0 ADDENDA AND INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Environmental & Program Management Department in writing. Replies will be issued by Addenda and posted on the ASPA website for all parties to view. 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.

2.0 PREQUALIFICATION OF BIDDERS

No contract will be awarded to any Contractor unless he is licensed to do work in the State of Alabama. ASPA reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy ASPA that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

3.0 SUBMISSION OF PROPOSALS

Before submitting his proposal, the Contractor shall comply with the following:

(a) The Proposals shall be filled in ink on the form provided herein and all blank spaces in the form shall be fully filled. The signature shall be in long hand and the complete form shall be without interlineations, alteration or erasure.

One copy of Item (a) should be placed in a sealed envelope with the bidder’s name, the project, and the time and date of bid opening shown on the outside.
Proposal of:

Address:

Date:

To: STATE OF ALABAMA, Alabama State Port Authority, Mobile, Alabama

The undersigned, as Bidder, hereby declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the plans and specifications for the work and contractual documents relative thereto, and has read all Special Provisions and Specifications furnished; and that they have satisfied themselves relative to all aspects of the work to be performed and especially to those factors affecting cost, progress, or performance.

The Bidder proposes and agrees, if this bid is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, tools, apparatus, means of transportation, labor and incidentals to perform in a satisfactory manner, the work described in the Contract Specifications for the prices listed below to complete:

**Project Name:** Liquid Carbon Dioxide Tank  
**Project #:** 10320  
**Task #:** 3

In full and complete accordence with the shown, noted, described and reasonable intended requirements of the plans and specifications, no money will be allowed for extra work except as set forth in the attached contract documents.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work materials and incidentals as constitute Bidder’s obligation as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for the item which most logically includes it.

Bidder agrees that he will commence the work within the time allotted by the Contract Documents with an adequate force, plant, and equipment and that the work will be completed within time schedules outlined.

Bidder accepts the provisions of the Contract Documents as to liquidated damages in the event of failure to complete the work on time.
### SCHEDULE OF PRICES

<table>
<thead>
<tr>
<th>Description</th>
<th>Est Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cost of Tank</td>
<td>LS</td>
<td>LS</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>2. Transportation and Delivery</td>
<td>LS</td>
<td>LS</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL BID</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
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#### Optional Lease-to-Own Bid Alternate

<table>
<thead>
<tr>
<th>Description</th>
<th>Est Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Down payment (optional) for lease-to-own tank</td>
<td>LS</td>
<td>LS</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>4. Lease-to-Own Payment</td>
<td>Month</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL BID</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
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ATTACHMENTS

Referenced Figures:
Figure 1 – 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:

Gretchen Barrera, P.E.
Environmental Section Manager

Approved by:

Robert C. Harris, Jr, P.E.
Vice-President, Environmental & Program Management
Figure 1 – Site Location
995 Old Spanish Trail, Mobile, AL 36610, USA
Latitude: 30.723175 Longitude: -88.03529
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)(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, including a waiver of all rights of subrogation.

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 $2,000,000 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 (Required for this 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).
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 ________________________, 2_____.

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