

REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY
MARKETING DEPARTMENT

DATE: May 24, 2011

TO: Prospective Bidders

Please procure the following and **DELIVER TO:**

ALABAMA STATE PORT AUTHORITY
MOBILE, ALABAMA

NAMES OF ARTICLES, SPECIFICATIONS AND PURPOSE

<p>THE ASPA OFFERS THE FOLLOWING ITEMS FOR SALE</p>
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One (1) trailer: Eubanks Custom Built, 10' x 38' Model 1455

Suitable of an office and/or construction trailer. 100 amp Electrical Service, Bard HVAC, 10 kw heater, 208/230 AC, 2400 BTU. Built in Table Tops. Trailer tires in fair condition, Working Hitch.

Awarded bidder will supply the necessary trucks, labor, equipment, insurance and incidentals to size and remove trailer from premises.

Trailer is located at the Marine Liquid Bulk Terminal located at 7811 Rangeline Road, Theodore, Alabama.

Appointments must be made in advance to inspect the Trailer. Contact John Goff @ 251-443-7982 or 251-605-4112 to schedule an appointment. The successful bidder would also coordinate with Mr. Goff on the removal of the subject Trailer.

No work will commence without specific prior consent from the ASPA.

Recommended:

Kelly Sims, Marketing Division

Approved:

Judith Adams, Vice President, Marketing

James K. Lyons, Director & CEO

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ALL MATERIALS MUST BE REMOVED WITHIN **10 BUSINESS DAYS** FROM DATE OF AWARD.

CONSIDERING ALL FACTORS, **PLEASE ENTER THE DOLLAR AMOUNT BELOW THAT YOU ARE PREPARED TO PAY:**

\$ _____ FOR Trailer

IMPORTANT!!!

ALL PROSPECTIVE BIDDERS MUST FILL OUT AND HAVE NOTARIZED THE INDEMNIFICATION AGREEMENT (LAST PAGE OF THIS DOCUMENT) BEFORE ENTERING ASPA PROPERTY. YOU WILL NOT BE ADMITTED TO THE PROPERTY WITHOUT IT.

BIDDERS ARE ADVISED THAT SUBJECT TRAILER FOR SALE IS LOCATED WITHIN THE RESTRICTED AND REGULATED PORT FACILITY UNDER 33 CFR AND THE MARITIME TRANSPORTATION SECURITY ACT OF 2002. THE SUCCESSFUL BIDDER WOULD BE REQUIRED TO COORDINATE WITH THE ASPA ON THE REMOVAL OF THE TRAILER FROM THE REGULATED FACILITY. ASPA WILL PROVIDE THE NECESSARY SECURITY ESCORT TO ACCOMMODATE ACCESS INTO THE RESTRICTED AREA AT MARINE LIQUID BULK TERMINAL.

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Sealed Bids are due by 10:00 a.m. CDT, June 9, 2011, at 250 N. Water Street, Suite 300, Mobile, Alabama 36602. Bids will be publicly opened at 10:00 a.m. CDT, June 9, 2011, in the Killian Room, 250 N. Water Street, Mobile, AL. NO BIDS WILL BE ACCEPTED AFTER THIS TIME. All Bid Package Envelopes should be clearly marked **MLBT TRAILER BID to ensure bids are not mistakenly opened prior to public bid opening. Failure to mark packages could result in disqualification.**

PLEASE SEE ATTACHED INDEMNIFICATION SHEET & DISCLOSURE STATEMENT

Company

Address

Representative

FOR ALL BIDS \$7,500 AND OVER

STATE OF _____)

COUNTY OF _____)

On this ___ day of _____ 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that such person executed the foregoing instrument as the free act and deed of such person, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of _____

Print Name

My commission expires: _____

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<p style="text-align: center;">INSURANCE REQUIREMENTS FOR CONTRACT WORK</p>
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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 Port Authority (ASPA), 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 ASPA, 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 ASPA. The Contractor shall furnish to ASPA certificates of insurance, signed by the licensed agent, evidencing required coverages. ASPA reserves the right to require certified copies of any and all policies. Each policy of insurance shall provide, either in the body of the policy or by endorsement, that such policy cannot be substantially altered or cancelled without thirty (30) days' written notice to ASPA 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 ASPA.

Commercial 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 \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

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Business 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

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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<p>No consideration will be given to bids unless on this form or a written attachment. If you are not prepared to submit a bid, please state over the firm signature and return so that it may be known it was brought to your attention; otherwise your name may be dropped from the list of prospective bidders.</p> <p>The right is reserved to reject any and all bids deemed for the interest of the Alabama State Port Authority, to strike out any item or items in the proposals, and to waive any defect or irregularly not a violation of law or to make any modification in the several conditions herein stipulated that are deemed to be in the best interest of the Alabama State Port Authority, including the separation of items of a class in making awards. In general, awards will be made to the lowest satisfactory bidder.</p> <p>No Allowance will be made for errors, either of omission or commission, on the part of the bidders. It must be assumed that bidders have fully informed themselves as to all conditions, requirements, and specifications before submitting proposals and they cannot expect to be excused or relieved from the responsibility assumed by their proposals on the plea of error. In case of error in extension of prices, the unit price will govern.</p> <p>The Port Authority reserves the right to refuse to issue a proposal form or a contract to a prospective bidder for any of the following reasons:</p> <ul style="list-style-type: none">a) Failure to pay, or satisfactorily settle, all bills due for labor and materials on a former contract in force with the Port Authority.b) Contractor default under a previous Contract with the Port Authority.c) Proposal withdrawal or Bid Bond forfeiture on a previous project with the Port Authority.d) Unsatisfactory work on a previous contract with the Port Authority. <p>Port 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 Port Authority may request. The Port Authority reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Port Authority that such bidder is properly qualified to carry out the obligations of the Contract.</p>

INSTRUCTIONS FOR BIDDERS
ALABAMA STATE PORT AUTHORITY

This instruction sheet is provided as a guide to facilitate the bid process and highlight important points for consideration by bidders. Each bidder is responsible for fully reading and complying with the instructions on the Alabama State Port Authority bid form. **This instruction sheet is to be used as a guide only.**

1. No consideration will be given to bids unless presented on the Alabama State Port Authority "Requisition & Proposal" Form with suitable attachments as deemed necessary by the bidder. Alternate bid proposals may be rendered, with proper support.
2. If your company is not prepared to submit a bid, so state and sign to avoid being deleted from the prospective bidder's list.
3. The Alabama State Port Authority reserves the right to reject any and all bids if deemed in the Alabama State Port Authorities' interest.
4. No allowance will be made for error, either omission or commission.
5. Unit price governs in errors relating to extension of prices.
6. **Bids will not be accepted via FAX. All bids must be sealed and sent via mail or hand delivered to 250 N. Water Street, Suite 300, Mobile, AL before the specified date and time.**
7. **The Alabama State Port Authority accepts no responsibility for facilitating the receipt of bids.**
8. **Bids over \$7,500 must be notarized.**
9. Bids received after specified opening time will be returned to the bidder unopened. Bidders are requested to show a return address on the bid envelope.
10. Bid proposals must be filled out completely, including the name, address, telephone number, fax number (if possible) and signature of responsible person.
11. **Questions regarding the Trailer up for bid may be directed to the Alabama State Port Authority Middle Bay Port, John Goff, at (251) 443-7982 or 251-605-4112.**
12. **All hand delivered bids** must be tendered to Alabama State Port Authority, 250 N. Water Street, Suite 300, Mobile, AL 36602 at or before specified time.
13. **All U.S. Postal Mail, courier, or overnight deliveries (UPS, FED EX, etc.) must be tendered to:**
Alabama State Port Authority
ATTN: Kelly Sims
250 N. Water Street, Suite 300
Mobile, AL 36602
14. Note: all overnight bids must be FIRST PRIORITY OVERNIGHT. (8:30 A.M. NEXT MORNING)
15. **Notarization not required on "SALE" bids.**
16. Please specify **MLBT Trailer Bid** on envelope.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

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

OVER

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 _____

Act 2001-955 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.

THIS PAGE MUST BE NOTARIZED

INDEMNIFICATION AGREEMENT

_____ does hereby assume all liability for and shall indemnify and hold harmless the State of Alabama and the Alabama State Port Authority and its officers and employees from all damages and liability for injury to any persons and injury to or destruction of property, by reason of any accident or occurrence arising during, or resulting from the sale and removal of Trailer from the Alabama State Port Authority Marine Liquid Bulk Terminal located at 7811 Rangeline Road, Theodore in connection with the Sale, Viewing or Removal.

By: _____
(Contractor Authorized Representative)

Date: _____

Receipt Acknowledged by: _____
(Alabama State Port Authority Representative)