



Alabama State Port Authority
Requisition and Proposal

Project Name Standby Roof Repair & Maintenance Contract

Project # N/A Task # N/A

To: **Prospective Bidders**

Date: January 2019

Please procure the following and deliver to the address below:

<p><u>Delivery of Proposal:</u> Alabama State Port Authority Location(s) identified below in Note #1</p>	<p><u>Delivery of Purchase or Performance of Work:</u> Alabama State Port Authority Main Docks Complex Mobile, AL</p>
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Description of Work
<p>This Requisition solicits proposals to perform roofing maintenance/repair work on an as-needed basis at the Alabama State Port Authority (ASPA) facility. Work under this contract will include performing maintenance (including inspection services) and repair to many types of roofs including but not limited to single ply membranes, standing seam metal, modified bitumen, asphalt/felt build-up and shingle roofs. Work will be in accordance with the requirements stated herein; attached Scope of Work Specifications, referenced documents, Insurance Requirements, and applicable State of Alabama Laws.</p> <p>The work consists principally of providing bonds, labor, materials, equipment, insurance, and supervision necessary to complete the work as indicated in the contract documents. The work described shall be provided on an as-needed basis to ASPA. ASPA anticipates that the majority of the work shall be performed on buildings located at the Alabama State Port Authority Main Docks Area Complex in Mobile, AL; however, the work may be extended to any facility of ASPA, including but not limited to the McDuffie Terminal and Middle Bay Port Facility, within the general area of Mobile, AL with no additional compensation.</p> <p>A Pre-Bid Meeting is Scheduled for Tuesday, January 15, 2019 at 10:00 A.M. at the Engineering Conference Room in the Administration Building on the Main Docks Complex. Bidder attendance is MANDATORY.</p> <p>All Contractors submitting bids are to 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. All bidding Contractors must hold a current license from the State Licensing Board for General Contractors, Montgomery, AL, with the classification being BC - Building Construction, BCU4 - Building Construction Under Four Stories, or BC:S – Building Construction: Roofing and Sheet Metal from http://genconbd.alabama.gov/default.aspx.</p> <p>This service agreement shall be for providing labor, equipment, and materials on an as-needed basis. This service contract shall be effective for one year beginning on the date of issuance of the “Notice to Proceed”. For purposes of bid evaluation only, estimated quantities are shown on page 3 in the contractor’s proposal. 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.</p>



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Description of Work (continued)
<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 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.</p> <p>The Contractor shall place a competent crew leader on the project who shall have experience in the work being performed under the Contract. The assigned crew leader 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.</p> <p>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 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 to 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_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.</p> <p>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 Certificate of Compliance and returning it to the Alabama State Port Authority along with proof of the bidding company’s enrollment in the e-verify program with your bid package. The following E-Verify website link is provided for convenience: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.</p>



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Contractor Proposal					
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The Contractor hereby agrees to perform 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	Est Qty	UOM	Unit Price	Value	Overtime Rate
1. Project Bonds and Insurance	1	LS	LS	\$ _____	
2. Port Access Credentials	1	LS	LS	\$ _____	
3. Two (2) person crew per specifications	280	CREW HR	\$ _____/HR	\$ _____	\$ _____/HR
4. Four (4) person crew per specifications	30	CREW HR	\$ _____/HR	\$ _____	\$ _____/HR
5. Additional worker in crew	25	HR	\$ _____/HR	\$ _____	\$ _____/HR
6. Boom Truck complete with rigging	3	DAYS	\$ _____/DAY	\$ _____	\$ _____/DAY
7. Man Lift	8	DAYS	\$ _____/DAY	\$ _____	\$ _____/DAY
8. 5 kW AC Generator	15	DAYS	\$ _____/DAY	\$ _____	\$ _____/DAY
9. Asphalt Kettle	1	DAYS	\$ _____/DAY	\$ _____	\$ _____/DAY
TOTAL BID				\$ _____	

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 1:30 P.M. on Thursday, January 24, 2019. Sealed bid proposals can also be hand delivered to the Killian Room 15 minutes prior to the official bid opening at 2:00 P.M. on Thursday, January 24, 2019 at the Alabama State Port Authority in the International Trade Center building, 250 North Water Street, 1st floor—Killian Room, Mobile, AL. No faxed or electronic bids will be accepted.
2. Bid proposals must be submitted in sealed envelopes with the words **“Bid Document Enclosed”** clearly marked on the outside of the envelope. The sealed enveloped shall also have **the bidder’s name, contractor’s license number, project name, and time and date of bid opening shown on the outside.**
3. 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.
4. 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.



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NOTES (continued):

- 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 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.
- 6. If the Contractor to whom this contract is awarded does not provide adequate service or workmanship, the ASPA reserves the right to cancel the contract and re-bid this work excluding that Contractor from consideration.
- 7. Award of this contract does not obligate the Authority to any minimum or maximum quantities.
- 8. Conditional bids will not be accepted.
- 9. Contract Termination:
 - a) The Owner may terminate the Contract, or any portion thereof, at will by written 30 day notice to the Contractor.
 - b) When the Contract, or any portion thereof, is terminated before the 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.
- 10. This bid and/or contract in no way precludes the ASPA from obtaining proposals and/or roofing services from other similar entities.
- 11. Any questions regarding the procurement should be directed to Wesley Jackson, Project Manager, at phone number (251) 441-7253 or at email wjackson@asdd.com.
- 12. 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.

APPROVED APPLICATORS FOR ROOFING CONTRACTORS

Each contractor submitting a bid shall provide in the space below the names of all the roofing manufacturers for which the contractor is an approved applicator.

- | | |
|----------|-----------|
| 1. _____ | 8. _____ |
| 2. _____ | 9. _____ |
| 3. _____ | 10. _____ |
| 4. _____ | 11. _____ |
| 5. _____ | 12. _____ |
| 6. _____ | 13. _____ |
| 7. _____ | 14. _____ |



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SIGNATURES

Receipt of following addendums is acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Contractor's Signature:

Contractor
Company _____

Name Title Date

Signature of Party Originating Requisition:

Wesley Jackson Date
Project Manager



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Project Specific Notes

- Contractor shall provide bid, performance, and labor and material bonds for this project.
- ASPA is currently in possession of numerous manufacturer issued warranties. Repairs for modifications to warrantied roofs typically require that the contractor performing the work be certified by the Manufacturer. This contract requires that the successful bidder obtain certification from any manufacturers under warranty with ASPA. ASPA currently holds warranties from the following manufacturers:
 1. BondCote
 2. Johns Manville
 3. Metal Building Components, L. P.
 4. Steelex Systems, L. L. C.
 5. Siplast, Inc.
 6. Architectural Metal Systems (AMS)
 7. GAF Materials Corp.
 8. Carlisle
 9. Firestone
 10. Consolidated Components Group (CCG)
 11. Fabral, Inc.
- Contractor shall provide labor, materials, equipment, insurance, and supervision necessary to execute work efficiently and safely.
- Contractor's attention is directed to the fact that the facility's cargo handling and tenant operations takes priority over construction activity. There will be marine, landside and tenant activity as well as stored cargo in the general vicinity of the work area, therefore close coordination with ASPA Operations and Engineering is required.
- Work shall be in accordance with the requirements stated herein and all referenced documents.

Specifications

1. The contractor will be responsible for providing competent, skilled workers and all necessary equipment required to perform maintenance work on the roofs of numerous buildings.
2. The contractor is responsible for ensuring worker safety with regard to Occupational Safety and Health Administration (OSHA) rules and regulations.
3. Work under this contract will include performing maintenance (including inspection services) and repair to many types of roofs including but not limited to single ply membranes, standing seam metal, modified bitumen, asphalt/felt build-up and shingle roofs. The work, including inspection services, shall be for the unit prices quoted.
4. No work task shall commence without prior authorization. Scheduled work will require written authorization prior to commencement; unscheduled emergency work can proceed with verbal authorization followed by an email or written backup within 24 hours. Each work assignment will be initiated on an "as-needed" basis with issuance of an individual purchase order (PO) or project number (PN). In some instances, an estimated not-to-exceed total installed cost estimate will be required for approval by ASPA management.
5. All overtime work will require prior approval. In the case that overtime is required, payment shall be made by the bid price on the "Contractor's Proposal" (p. 3).



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Specifications (continued)

6. In general, the contractor shall have seven (7) days to initiate work after written authorization is given from ASPA. In emergency situations, the contractor shall have 24 hours to initiate work after verbal or written authorization (See item No. 3) is given from ASPA.
7. Each roofing crew (two person or four person) shall have at least one (1) roofer with at least five (5) years of experience.
8. 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. Manpower and equipment selection shall be based on job requirements. The normal work day hours will be the standard for the Contractor but will be adjusted as necessary for pre-scheduled projects in order to avoid any overtime charges prior to accumulation of a 40 hour work week.
9. Any materials required 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 materials will be reimbursed based upon the actual quantities used. Contractor furnished material costs are not-to-exceed \$3,000.00 on any single project under any circumstance. Ancillary, non-roofing type materials, such as, but not limited to, rags, gloves, brushes, buckets, cleaning materials shall be considered incidental to roof repair work and be absorbed in the hourly, day, or lump sum rates.
10. The contractor shall store materials in a secure area. ASPA will not be responsible for lost or stolen materials. Proper documentation of the purchased materials shall be provided with the invoice for the work.
11. In the case that the contractor furnished materials is anticipated to exceed \$3,000.00, the contractor shall provide to ASPA a list of all the required materials to be purchased by ASPA.
12. The proposed unit prices for manpower and equipment shall include cost for insurance, office overhead, project management, profit, equipment refueling and maintenance costs, crew truck, hand tools (including but not limited to hot air welders, torches, butane, hot buckets, luggers, mop tubs, mops, etc.), ladders, rope and pulley, incidentals, etc. as may be required to perform roof and roof decking work.
13. 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. No Superintendent charges will be permissible. No labor allowance will be made for travel to and from the job site; or off site shop labor.
14. Proposed rates for equipment shall be fixed with no escalation for third party equipment due to unavailability. Any third party rentals not included in the "Contractor's Proposal" (pg. 3) are permissible only with the approval of the ASPA contact person. Proper documentation of the cost of the rental equipment shall be included with the invoice for the work. A maximum markup on the cost of the rental equipment (excluding rental tax, sales tax, fuel charges or delivery charge portion) shall not exceed five (5%) percent. Third party rentals with an anticipated cost exceeding \$3,000.00 per work occurrence are prohibited.
15. Subcontracting services (such as fabricating sheet metal) are permissible only with the approval of ASPA contact person. The maximum allowable contract markup on invoice cost of subcontract



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Specifications (continued)

services shall not exceed eight (8%) percent. Each subcontractor service shall not exceed a value of \$3,000.00 per work occurrence. Subcontracting of labor and/or equipment is prohibited.

16. Contractor shall always clean each work site upon completion of construction.
17. The contract duration shall be one (1) year from issuance of a Notice to Proceed (NTP) with the option of four (4) yearl y renewals for a total of five (5) years. Renewals must be mutually agreed upon by the ASPA and the contractor.

Referenced Documents

- 1) ASPA – Insurance Requirements for Contract Work
- 2) Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

W. Jackson/TSV
Re: Standby roof Repair and Maintenance
Contract
KM/lb 1/3/19

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 (Required)

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)

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).

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