

# REQUISITION & PROPOSAL

ALABAMA STATE PORT AUTHORITY

DATE: 1/27/12

TERMINAL RAILWAY DEPARTMENT

ORIGINATING DEPT NO. UPON REQUEST

TO: Prospective Bidders

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

ALABAMA STATE PORT AUTHORITY  
TERMINAL RAILWAY  
P.O. BOX 1588  
MOBILE, ALABAMA 36633  
ATTN: STEVE BURTON

## NAMES OF ARTICLES, SPECIFICATIONS AND PURPOSE

The Alabama State Port Authority Terminal Railway will be accepting sealed bids until 5:00pm February 15, 2012 to furnish labor and equipment to perform the following track repairs located at the T ASD Interchange Yard, South End of Middle yard Lead.

Remove 1,675 ft. of track which includes fourteen (14) switches and turnouts.

Build and install fourteen (14) 136# switches and turnouts which will include 170 grade ties and 800 switch ties.

Replace all rail between switches and run offs into fourteen (14) tracks. (Approx. one rail length each).

Unload new ballast, surface and dress roadbed.

Dispose of all used ties.

Place all removed track material as directed by T ASD.

Track must be available for service each evening. T ASD will allow a ten (10) hour work window each day.

All material will be furnished by T ASD.

Project must be completed within ninety (90) days from start date.

A \$300 per day penalty will be deducted from the bid amount if project is not completed within allotted time.

Recommended:

\_\_\_\_\_  
Mike Russell, General Manager

\_\_\_\_\_  
H.S. "Smitty" Thorne, EVP & COO

\_\_\_\_\_  
Larry R. Downs, Sec. / Treasurer

\_\_\_\_\_  
James K. Lyons, Director & CEO

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**TERMINAL RAILWAY** DEPARTMENT

DATE 1/27/2012  
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NAMES OF ARTICLES, SPECIFICATIONS AND PURPOSE

Please return one copy of this proposal, duly signed, by 5 o'clock p.m. Feb. 15, 2012

When all bids are publicly opened.

No consideration will be given bids unless on this form or a written attachment.

If 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.

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 irregularity 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.

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 can not 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.

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:

- 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.

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.

INSTRUCTIONS FOR BIDDERS  
TERMINAL RAILWAY  
ALABAMA STATE PORT AUTHORITY

This information 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 Authority interest.
4. No allowance will be made for error, either omission or commission.
5. Bids will not be accepted via fax. All bids must be sealed and sent via mail or hand delivered to the Terminal Railway office before the specified date and time.
6. The Alabama State Port Authority accepts no responsibility for facilitating the receipt of bids.
7. Bids over \$7,500 must be notarized.
8. Bids received after specified opening time will be returned to the bidder unopened. Bidders are required to show a return address on the bid envelope.
9. Bid proposals must be filled out completely, including the name, address, telephone number, fax number (if possible) and signature of responsible person.
10. **Questions may be directed to the Terminal Railway, Steve Burton at (251) 441-7305**
11. **All hand delivered bids** must be tendered to Terminal Railway Office, 126 Industrial Canal Rd. East, Mobile Alabama 36610.
12. **All regular U.S. Postal Mail** must be tendered to:  
Alabama State Port Authority  
Attn: Steve Burton  
Terminal Railway  
P.O. Box 1588  
Mobile, AL 36633
13. **All courier/overnight deliveries** (UPS, FEDEX, DHL. Etc.) must be delivered to:  
Alabama State Port Authority  
Terminal Railway  
Attn: Steve Burton  
126 Industrial Canal Rd. East  
Mobile, AL 36610
14. Note: all overnight bids must be **FIRST PRIORITY OVERNIGHT (8:30 AM NEXT MORNING)**

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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") requires that any business entity contracting with or approving any grant or incentives to the state, including the Alabama State Port Authority, certify compliance with the Act. Alabama's new law requires business entities conducting business with the state register with E-Verify on or before January 1, 2012. E-Verify is an Internet-based system that allows an employer to determine the eligibility of that employee to work in the United States. The E-Verify system is operated by the Department of Homeland Security in partnership with the Social Security Administration. E-Verify is available in Spanish. For more information about this system, please log on to [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm) 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.

STATE OF ALABAMA :

COUNTY OF MOBILE :

**AFFIDAVIT AND CERTIFICATE OF COMPLIANCE**

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_, who is known to me and who, being by me first duly sworn, deposes and says as follows:

1. My name is \_\_\_\_\_. I am the \_\_\_\_\_ of \_\_\_\_\_ ("Company"), a company that contracts with and/or provides goods or services to the Alabama State Port Authority (ASPA) in Mobile, Alabama.

2. Company certifies that it does not knowingly employ, hire for employment or retain the services of any person who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a(h)(3). Company further certifies that it is in full compliance with all federal and State of Alabama laws and regulations concerning the employment of non-citizens of the United States of America and will continue to remain in full compliance throughout the period Company contracts with or provides its goods or services to the Alabama State Port Authority.

3. Company further certifies that it is currently enrolled or will be enrolled in the E-Verify program administered by the United States Citizen and Immigration Services, the Department of Homeland Security and Social Security Administration or that it participates in the program through the Alabama Department of Homeland Security on or before January 1, 2012.

STATE OF ALABAMA :  
COUNTY OF MOBILE :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC  
State of Alabama



**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.

**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).

**Railroad Protective Liability**

Where applicable, the Contractor shall provide a Railroad Protective Liability policy in the name of the Terminal Railway Alabama State Docks in an amount not less than \$2,000,000.

NOTE: In lieu of the RPL policy, the Contractor may cause to be attached to its General Liability Policy standard ISO endorsement, "Contractual Liability - Railroads" (CG 24 17). The railroad must be identified as an Additional Insured.

NOTE: "Alabama State Port Authority (ASD)" includes the Alabama State Docks Terminal Railway.



# 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, 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

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.)

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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.)

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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**