



Alabama State Port Authority
Request for Bid

Project Name Value Added Development Property Debris Removal

Project# 10845 **Task #** 1

To: Prospective Bidders

Date: November 3rd, 2020

Please procure the following and deliver to the address below:

| | |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>Delivery of Bid:</u> Alabama State Port Authority Location identified below in Notes #1</p> | <p><u>Delivery of Purchase or Performance of Work:</u> Alabama State Port Authority Value Added Development Property Debris Removal Mobile, AL</p> |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Description of Work

This Requisition solicits bids to perform trash and debris/rubble collection, removal, and if necessary clearing of a pathway in the following Alabama State Port Authority property: Value Added Development Property 3. Disposal of the collected trash and debris/rubble should be at an approved landfill or recycling center. The project includes, but is not limited to collection of trash and debris/rubble, transporting, and disposing of the trash and debris/rubble in an approved landfill or recycling center. The work will be in accordance with the requirements stated herein, attached scope of work and specifications, referenced figures, insurance requirements and applicable State of Alabama Laws.

The work consists principally of providing labor, materials, equipment, insurance, and supervision necessary for collection and disposal of trash and debris/rubble as described in the contract documents. The project site is located in Value Added Development Property 3 in Mobile, Alabama. The debris/rubble Collection Staging Area is shown on Figure 1. Collected debris/rubble must be transferred to a waste container at a staging area until removed off site for disposal.

A Pre-Bid Meeting is Scheduled for Tuesday, November 10th, 2020 at 2:00 PM at the Killian Room, 250 N. Water Street, Mobile, AL 36602. Bidder attendance is mandatory. ASPA requires that masks be worn inside the building.

All Contractors submitting bids are to carefully examine the site of the proposed work after the Pre-Bid meeting 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 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. Contractors must be licensed to do business in the State of Alabama.

The work performed under this contract shall not commence until the Contractor has submitted an acceptable 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 Contractor will be required to complete the work under the contract within 25 calendar days after receipt of a "Notice to Proceed". The work will have to be scheduled and performed in a manner that



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will not interfere with operations of facilities located on the property or tenant operations on leased properties in the immediate and adjacent areas. Work will start not later than 7 calendar days after receipt of notice to proceed. ASPA intent is that work hours will be during normal day light hours.

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.

The Contractor shall place a competent superintendent on the Project who shall have experience in the work being performed under the contract. The assigned superintendent 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. All participants must be covered by the Contractor's insurance and no minors are allowed to participate in day-to-day operations.

Time is an essential element in the contract. As the execution of the work may inconvenience tenants and interfere with business, it is important that the work be pressed vigorously to completion. Also, the cost to the Alabama State Port Authority of the administration of the contract, supervision, inspection and engineering will be increased as the time occupied in the work is lengthened. Therefore, exclusive of Sundays and national holidays, for each day that the work remains incomplete after the time specified, an amount of \$100.00 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.

A Bid Bond or Certified Check made payable to the Alabama State Port Authority and equal to five (5%) percent of the amount bid, not to exceed \$10,000, must accompany the bid package.

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 submitting documentation that the business entity is enrolled in the E-Verify program and executing the enclosed Certificate of Compliance (Appendix C) and returning both to the Alabama State Port Authority with the Bidder's bid package. The Affidavit must be notarized. The following E-Verify website link is provided for convenience:

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



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| Contractor's Bid Package | | | | |
|-------------------------------------------------------------------------------------------------------------|----------------|------------|-------------------|--------------|
| The Contractor hereby agrees to perform specified work for the prices outlined in the following schedule. | | | | |
| Description | Est Qty | UOM | Unit Price | Value |
| 1. Bonds and Insurance | 1 | Lump Sum | \$ /LS | \$ |
| 2. Mobilization | 1 | Lump Sum | \$ /LS | \$ |
| 3. Trash and Debris/Rubble Collection, Transportation, and Disposal to be determined at the Pre-Bid meeting | 1 | Lump Sum | \$ /LS | \$ |
| 4. Clearing a pathway for entry if necessary | 1 | Lump Sum | \$ /LS | \$ |
| 5. Demobilization | 1 | Lump Sum | \$ /LS | \$ |
| TOTAL BID | | | | \$ |

| Schedule of Payments | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| The Contractor hereby agrees to the following Schedule of Payments as an option if they wish to invoice prior to project completion. The Schedule of Payments is based off the labor performed per acre. Before any payments can be offered, an authorized ASPA representative will perform an inspection to ensure that the labor performed is up to the standards required by ASPA. | |
| Services | Payment Amount |
| 1. Completion of trash and debris removal from 5 acres of the site. | 50% of Contract Value |
| 2. Completion of the VAD-3 Debris Removal Project. | 50% of Contract Value |



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NOTES:

1. Sealed bid packages will be received via courier to the Alabama State Port Authority, 1400 Alabama State Docks Blvd, Suite 200, Administration Building, Mobile, AL 36602 by **4:00 PM on Monday, November 16th, 2020**. U.S. Postal Service is unable to deliver to this address. On the day of the bid opening, sealed bid packages can also be hand delivered to the International Trade Center security desk prior to 1:30 p.m. Bid opening will occur at **2:00 PM on Tuesday, November 17th, 2020** 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 packages 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, project name, and time and date of bid opening shown on the outside.**
3. Authority reserves the right to refuse to issue a bid package 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) Bid package 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.
4. 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 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.
5. Any questions regarding the procurement should be submitted in writing to Kevin Cabrera at kcabrera@asdd.com. Questions must be submitted by **Thursday, November 12th at 5:00 PM**. ASPA will provide responses by **Friday, November 13th at 5:00 PM**.
6. 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.



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ATTACHMENTS

Referenced Figures:

Figure 1 – VAD-3 Property Cleanup Area

Referenced Documents:

- Appendix A – Insurance Requirements
- Appendix B – Scope of Work
- Appendix C – Certificate of Compliance with the Beason-Hammon
Alabama Taxpayer and Citizen Protection Act
- Appendix D – Disclosure Statement
- Appendix E – Bid Bond

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:

| | |
|----------------------------------------------------------|------|
| Kevin Cabrera | Date |
| Graduate Engineer, Environmental & Program Management | |

Figure 1
VAD-3 Cleanup Area

Legend

-  VAD-3 Cleanup Area
-  VAD-3 Staging Area



Google Earth

© 2020 Google

600 ft



APPENDIX A
INSURANCE REQUIREMENTS

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
SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

Description of Work: The Contractor shall remove and dispose of debris/rubble within the VAD-3 Property in the area designated by the red line in Figure 1 which is approximately 9 acres. For this scope of work, removal of all man-made materials including but not limited to metal, plastic, tires, treated wood, construction materials, household appliances and large bulky items (furniture, mattresses, etc.) within the property are the focus of the project. Paths through the wooded area shall be cleared by the Contractor, as needed. No trees with trunk diameter of 18 inches or greater shall be damaged.

Materials to be furnished by Contractor: The Contractor shall be responsible for supplying all materials required for collection of the debris/rubble and trash and the clearing, including bags or containers, work gloves, equipment, and required safety equipment.

Access to the Site: Entrance to the property is provided through a gated entrance on Baker Street. During the project, the Contractor will be able to add a lock to the gate.

Equipment and Tools: The Contractor is required to provide all equipment and tools necessary to complete the work, including a container and/or truck to collect the bags for transport to the landfill or recycling center. The container or truck shall be staged at the location shown in Figure 1. The equipment shall be designed and constructed in such a way as to prevent spillage of the accumulated trash and debris/rubble during transport to the landfill or recycling center.

Collection and Disposal: Bags or containers of debris/rubble shall be collected and placed in the container or truck for transport and disposal. The container or truck shall be located in the staging area shown in Figure 1. Once a container or truck has been filled to capacity, the Contractor shall remove it from the site within 24 hours. Containers or trucks shall not be loaded beyond their recommended capacity in order to minimize the chance of spillage during transport. Debris/rubble shall be disposed at a landfill or recycling center that meets all federal, state and local laws and regulations. Disposal tickets or manifest shall be submitted with Contractor's invoice to verify proper disposal and document quantities disposed.

Measurement of Quantity of Debris/Rubble Disposed: The Contractor shall submit to the ASPA Project Manager daily email reports with the volume of debris/rubble collected within the property of VAD-3 that was cleaned. The reported volume of debris/rubble removed is intended for ASPA's internal tracking and documentation, not for validating payment. The Contractor shall notify the ASPA Project Manager at the completion of the project for a site inspection. The ASPA Project Manager will require a 24-hour notice to coordinate an inspection. Payment for debris/rubble collection will be contingent on a satisfactory site inspection by the ASPA Project Manager.

APPENDIX C

**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

APPENDIX D
DISCLOSURE STATEMENT



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

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

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.

APPENDIXE
BID BOND FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, undersigned, _____
_____ as Principal, and _____ as
Surety, are hereby held and bound unto The Alabama State Port Authority as **OWNER**
in the Penal sum of _____ for the payment of which will and truly be
made, we hereby jointly and severally bind ourselves, successors and assigns. Signed,
the _____ day of
_____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted
to the Alabama State Port Authority a certain BID, attached hereto and hereby made
a part hereof to enter into a contract in writing, for the Value Added Development
Property Debris Removal in Mobile, Alabama, Project No. 10845, Task No. 1 .

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a
contract in the form of contract attached hereto (Properly completed in accordance
with said BID) and shall furnish a BOND for his faithful performance of said contract,
and for the payment of all persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform the agreement created by
the acceptance of said BID, then this obligation shall be void, otherwise the same shall
remain in force and effect; it being expressly understood and agreed that the liability of
the Surety for any and all claims hereunder shall, in no event, exceed the panel amount
of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its **BOND** shall in no way be impaired or affected by any extension of time
within which the **OWNER** may accept such BID; and said Surety does hereby waive
notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be
hereto affixed and these presents to be signed by their proper officers, the day and year
first set forth above.

| | |
|-----------|--|
| Principal | |
| Surety | |
| By | |