



**Alabama State Port Authority**  
**Requisition for Proposal and Qualifications**

**Project Name** Heavy Mechanical and Construction/Repair Service Agreement

**Project No.** TBD **Task No.** TBD

**To:** Prospective Contractors

**Date:** July 2024

Please procure the following and deliver to the address below:

<p><b>Delivery of Submittal:</b>          Alabama State Port Authority (ASPA)          (Instructions on Page 10)</p>	<p><b>Delivery of Performance of Work:</b>          Alabama State Port Authority (“Owner”)          All Facilities (Primarily McDuffie Terminal)          Mobile, AL</p>
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**DESCRIPTION OF WORK**

**HEAVY MECHANICAL AND CONSTRUCTION/REPAIR SERVICE AGREEMENT**

The purpose of this requisition is to receive a proposal and qualifications from mechanical/structural contractors, holding a current license from the State Licensing Board of Alabama for General Contractors, with a classification being one of the following: H/RR: Heavy and Railroad, H/RR-S: Industrial Projects, SC: Equipment and Machinery Installation, or M-S: Mechanical Installation.

This Service Contract will be for heavy mechanical, construction, maintenance, and repair services port-wide (ASPA Terminals/Railroad), including labor, tools, and equipment (all adequately insured) on an hourly basis as necessary to assist Alabama State Port Authority (ASPA) maintenance personnel with various projects when authorized and at the discretion of the Owner. This service contract shall be effective for one (1) year with an option for possible yearly renewal, but not-to-exceed four (4) renewals totaling five (5) years. This shall be contingent upon mutual agreement by both the Owner and Contractor. All yearly renewals must have written approval from both the Owner and Contractor.

This requisition submitted shall consist of two (2) separate components. The first is a **Statement of Qualifications (SOQ)** and the second is a **Proposal**. The SOQ is intended to enable all Contractors to demonstrate their qualifications to perform the scope of work, and to enable ASPA to evaluate those qualifications.

Only submittals from licensed contractors with top qualifications, skilled crafts, a wide variety of dependable equipment, in good working order, and a prior acceptable industrial work experience similar in kind to that of the ASPA Bulk Division and the General Cargo & Intermodal Division will be accepted and reviewed. However, the Owner reserves the right to waive this industrial work experience requirement if, in the judgement of the Owner, the bidding Contractor can provide proof of similar acceptable experience of with regard to quality, workmanship, equipment and personnel availability at a comparable work site on a demand basis.

**All contractors must have experience working with bulk handling equipment such as grab unloader cranes, railcar dumpers, stacker reclaimers and conveyor systems. The Contractor must adequately demonstrate this experience in their SOQ in the form of references, photos, reports, existing contracts, etc. Further details regarding the SOQ can be found in the “Submittal Notes” section on page 10.**

All working personnel are required to have received a safety orientation course as per OSHA 19-26.119



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Standard and are to have in their possession a current certification card complete with photo and date. In addition, the successful Contractor will be required to meet with the Port's Safety Director to familiarize itself with and conform to all Port safety requirements and procedures. The Contractor shall assign a General Foreman (Site Superintendent) having responsibility for the day-to-day operations of the work and shall be the on-site safety officer responsible for implementation of the Contractor safety program unless another named person is so assigned.

The Contractor must provide information on the company's safety programs including safety procedures and manuals along with Safety records/OSHA Logs for the last three (3) years. They must also obtain ASPA credentials for all workers needed to perform the required work along with the personnel needed for short notice callouts. See the [ASPA Port Access Policy](#) online for or further details.

Please note that the ASPA is a full-time operating facility requiring coverage twenty-four (24) hours a day, three hundred sixty-five (365) days a year, including nights, weekends and holidays. The Contractor may be required to cover all above-mentioned times.

The Contractor will be responsible for providing competent, skilled craftsmen, supervision, and all necessary equipment, including safety equipment required to periodically assist/supplement ASPA maintenance crews with major or specialized maintenance and replacement work tasks requiring a larger work force. The work outlined in this "Requisition for Proposal and Qualifications" is periodic in nature and will fluctuate based on demand. Craftsman classifications required include the following: millwrights, iron workers, carpenters, pipefitters, laborers, truck drivers, equipment operators, concrete masons, site managers, etc. All work performed is subject to internal and/or external quality review.

No work task shall commence without prior authorization from port personnel: scheduled routine work will require written authorization, or work order (WO), prior to commencement; unscheduled emergency work can proceed with verbal authorization followed by a work request or written backup within twenty-four (24) hours. Each work assignment will be initiated on a demand basis with issuance of an individual project contract number or work order and an estimated not-to-exceed total installed cost estimate. All overtime work will require prior approval.

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. Craft skills and supervisory workforce loading and equipment selection shall be based on job requirements.

Work will be performed in accordance with the Contractor's standard hourly work week but will be adjusted as necessary for pre-scheduled projects to avoid unnecessary overtime charges prior to accumulation of a forty (40) hour work week. Again, overtime for routine scheduled projects will require pre-approval before commencement of the work.

There will be an Owner/Contractor performance review held monthly. Meeting frequency is subject to change as mutually agreed.



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Materials for all jobs may be provided by the ASPA when possible. Under normal circumstances, a requisition of all materials required to complete a project will be given by the Contractor to the ASPA contact person, who will process the necessary purchase orders (POs).

Any materials required to overcome a time sensitive situation 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 material will be reimbursed based upon the actual quantities used. Contractor furnished material costs are not-to-exceed three thousand dollars (\$3,000.00) on any single project under any circumstance. All materials handled by the Contractor shall be stored in a secure area.

A list of the necessary equipment to be provided by the Contractor is provided by the Owner in the attachments with this "Requisition for Proposal and Qualifications".

The proposed unit prices for all crafts and equipment shall include cost for insurance, office overhead, project management, incidentals, crew truck(s), equipment fuel, equipment maintenance, and tools. Some examples of tools would include torches, saws, grinders, needle scalers, pneumatic air tools, and any other tools under an initial purchase cost of five hundred dollars (\$500.00). In addition, ancillary items such as portable toilets, hand cleaner, rags, batteries, extension cords, helmets, hard hats, gloves, safety equipment, water cups, barricade tape, etc. are to be included in the cost of craft's hourly rate and not billed separately to the job. There will be no additional compensation for such items. The cost of consumables such as welding rods, oxygen, acetylene, etc. shall be billed separately based on usage.

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. The labor rates quoted shall be for personnel classified as a Journeyman or First Class level except where any Apprentice rate is requested. Contractors utilizing the multi-craft concept will be required to identify for each worker a First Class specialty craft with all other craftwork being of Apprentice level which will be paid at 75% of the First Class rate. No General Foreman charges will be permissible unless the facility crew size exceeds five (5) men per facility. If more than one General Foreman is needed per facility it must be approved the Owner. No labor allowance will be made for travel to and/or from the job site, or off-site shop labor.

Proposed rates for equipment shall be fixed with no escalation for third-party equipment due to unavailability. As a rule, mobilization and demobilization of equipment shall be converted to a lump sum amount equivalent to two hours' time each way of the equipment rental rate, including applicable low boy truck and driver, in accordance with the rate schedule in the "Contractor Equipment Proposal".

Any third-party equipment rentals not covered in the "Contractor Equipment Proposal" must be pre-approved by the Owner. The maximum allowable Contractor mark-up for rental equipment shall not exceed 5% and shall be applied to the cost of the equipment only, excluding the rental tax, sales tax, fuel charges or delivery charge portion of the invoice. Third-party rentals with an anticipated cost exceeding three thousand dollars (\$3,000.00) are prohibited under the terms of this contract, unless specifically provided for in a special exception.



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Qualified contractors shall also submit with their Proposal, a schedule of their rates and classifications showing the number of personnel in all crafts and skill levels and equipment with operating fuels available through their company, identifying existing full time permanent personnel verses new hires, available for the proposed work. Permanent personnel are defined as those who have been employed by the Contractor for more than one (1) year.

The Schedule shall include overtime rates, holiday rates and a list of observed holidays. The maximum rates allowable for equipment shall not exceed the published rates based on the latest edition of the *Rental Rate Blue Book for Construction Equipment*. All rates quoted on an hourly or daily basis shall be extended to a weekly rate not-to-exceed that of 3.5 days and a monthly rate not-to-exceed that of three weeks. Extended use discounts for equipment shall be applicable to any continuous series of individual projects regardless of locale on ASPA property.

Subcontracting services (such as fabricating sheet metal and machine shop work) are permissible only with the approval of ASPA contact person. The maximum allowable contract markup on invoice cost of subcontract services shall not exceed eight (8%) percent. Each subcontractor service shall not exceed a value of \$5,000.00. Subcontracting of labor and/or equipment is prohibited.

Minimum insurance requirements for this Contract are as per the Owner's attached standard entitled "Section 40 - Indemnification and Insurance Requirements". Proof of insurance coverage must be submitted in written form prior to the commencement of contract work.

**SEE THE ATTACHED PROPOSAL ON THE FOLLOWING PAGES:**

For purposes of bid evaluation only, an estimated quantitative scope of labor and equipment for a yearly period is projected below. 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 per craft and equipment.



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<b>Labor Proposal (Land)</b>					
The Contractor hereby agrees to perform the specified land work for the prices outlined in the following schedule. The base hours listed may be increased or decreased during the Contract execution. In the event the quantities change, the unit price shall apply. All items listed shall be performed in accordance with this proposal and all referenced documents. <b>A list of observed holidays must be included with the proposal.</b>					
<b>Item</b>	<b>Base Hrs</b>	<b>Craft</b>	<b>Straight Time (ST)</b>	<b>Over Time (OT)</b>	<b>Holiday Rate</b>
1 L	700	General Foreman (Site Superintendent)	\$ _____	\$ _____	\$ _____
2 L	600	Ironworker Foreman	\$ _____	\$ _____	\$ _____
3 L	400	Ironworker Lead	\$ _____	\$ _____	\$ _____
4 L	1,500	Ironworker w/qualified welding certificates	\$ _____	\$ _____	\$ _____
5 L	2,400	Ironworker Journeyman	\$ _____	\$ _____	\$ _____
6 L	2,100	Ironworker	\$ _____	\$ _____	\$ _____
7 L	100	Pipefitter Foreman	\$ _____	\$ _____	\$ _____
8 L	300	Pipefitter Lead	\$ _____	\$ _____	\$ _____
9 L	800	Pipefitter Journeyman	\$ _____	\$ _____	\$ _____
10 L	1,000	Pipefitter	\$ _____	\$ _____	\$ _____
11 L	100	Millwright Foreman	\$ _____	\$ _____	\$ _____
12 L	400	Millwright Lead	\$ _____	\$ _____	\$ _____
13 L	600	Millwright Journeyman	\$ _____	\$ _____	\$ _____
14 L	100	Millwright	\$ _____	\$ _____	\$ _____
15 L	900	Carpenters Foreman	\$ _____	\$ _____	\$ _____
16 L	100	Carpenters Lead	\$ _____	\$ _____	\$ _____
17 L	1,200	Carpenters Journeyman	\$ _____	\$ _____	\$ _____
18 L	2,200	Carpenters (Helper)	\$ _____	\$ _____	\$ _____
19 L	100	Cement Mason Foreman	\$ _____	\$ _____	\$ _____
20 L	300	Cement Mason Lead	\$ _____	\$ _____	\$ _____
21 L	100	Cement Mason Journeyman	\$ _____	\$ _____	\$ _____
22 L	350	Cement Mason	\$ _____	\$ _____	\$ _____
23 L	100	Labor Foreman	\$ _____	\$ _____	\$ _____
24 L	100	Labor Lead	\$ _____	\$ _____	\$ _____
25 L	200	Labor Journeyman	\$ _____	\$ _____	\$ _____
26 L	400	Labor	\$ _____	\$ _____	\$ _____
27 L	40	Truck Driver Foreman	\$ _____	\$ _____	\$ _____
28 L	40	Truck Driver Lead	\$ _____	\$ _____	\$ _____
29 L	40	Truck Driver Journeyman	\$ _____	\$ _____	\$ _____
30 L	40	Truck Driver	\$ _____	\$ _____	\$ _____
31 L	800	Equipment Operators Journeyman	\$ _____	\$ _____	\$ _____



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**Contractor shall list any other craft they deem appropriate or required to complete the proposed scope of work.**

I L			\$ _____	\$ _____	\$ _____
II L			\$ _____	\$ _____	\$ _____
III L			\$ _____	\$ _____	\$ _____
IV L			\$ _____	\$ _____	\$ _____
V L			\$ _____	\$ _____	\$ _____
VI L			\$ _____	\$ _____	\$ _____
VII L			\$ _____	\$ _____	\$ _____
VIII L			\$ _____	\$ _____	\$ _____
IX L			\$ _____	\$ _____	\$ _____
X L			\$ _____	\$ _____	\$ _____

**Contractor Labor Proposal (Marine)**

The Contractor hereby agrees to perform the specified marine work for the prices outlined in the following schedule. The base hours listed may be increased or decreased during the Contract execution. In the event the quantities change, the unit price shall apply. All items listed shall be performed in accordance with this proposal and all referenced documents. **A list of observed holidays must be included with the proposal.**

Item	Base Hrs	Craft	Straight Time (ST)	Over Time (OT)	Holiday Rate
1 L	350	General Foreman (Site Superintendent)	\$ _____	\$ _____	\$ _____
2 L	300	Ironworker Foreman	\$ _____	\$ _____	\$ _____
3 L	200	Ironworker Lead	\$ _____	\$ _____	\$ _____
4 L	750	Ironworker w/qualified welding certificates	\$ _____	\$ _____	\$ _____
5 L	1,200	Ironworker Journeyman	\$ _____	\$ _____	\$ _____
6 L	1,050	Ironworker	\$ _____	\$ _____	\$ _____
7 L	50	Pipefitter Foreman	\$ _____	\$ _____	\$ _____
8 L	150	Pipefitter Lead	\$ _____	\$ _____	\$ _____
9 L	400	Pipefitter Journeyman	\$ _____	\$ _____	\$ _____
10 L	500	Pipefitter	\$ _____	\$ _____	\$ _____
11 L	50	Millwright Foreman	\$ _____	\$ _____	\$ _____
12 L	200	Millwright Lead	\$ _____	\$ _____	\$ _____
13 L	300	Millwright Journeyman	\$ _____	\$ _____	\$ _____
14 L	50	Millwright	\$ _____	\$ _____	\$ _____
15 L	450	Carpenters Foreman	\$ _____	\$ _____	\$ _____
16 L	50	Carpenters Lead	\$ _____	\$ _____	\$ _____
17 L	600	Carpenters Journeyman	\$ _____	\$ _____	\$ _____
18 L	1,100	Carpenters (Helper)	\$ _____	\$ _____	\$ _____



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19 L	50	Cement Mason Foreman	\$ _____	\$ _____	\$ _____
20 L	150	Cement Mason Lead	\$ _____	\$ _____	\$ _____
21 L	50	Cement Mason Journeyman	\$ _____	\$ _____	\$ _____
22 L	175	Cement Mason	\$ _____	\$ _____	\$ _____
23 L	50	Labor Foreman	\$ _____	\$ _____	\$ _____
24 L	50	Labor Lead	\$ _____	\$ _____	\$ _____
25 L	100	Labor Journeyman	\$ _____	\$ _____	\$ _____
26 L	200	Labor	\$ _____	\$ _____	\$ _____
27 L	20	Vessel Operator Foreman	\$ _____	\$ _____	\$ _____
28 L	20	Vessel Operator Lead	\$ _____	\$ _____	\$ _____
29 L	20	Vessel Operator Journeyman	\$ _____	\$ _____	\$ _____
30 L	20	Vessel Operator	\$ _____	\$ _____	\$ _____
31 L	400	Equipment Operators Journeyman	\$ _____	\$ _____	\$ _____

**Contractor shall list any other craft they deem appropriate or required to complete the proposed scope of work.**

I L			\$ _____	\$ _____	\$ _____
II L			\$ _____	\$ _____	\$ _____
III L			\$ _____	\$ _____	\$ _____
IV L			\$ _____	\$ _____	\$ _____
V L			\$ _____	\$ _____	\$ _____
VI L			\$ _____	\$ _____	\$ _____
VII L			\$ _____	\$ _____	\$ _____
VIII L			\$ _____	\$ _____	\$ _____
IX L			\$ _____	\$ _____	\$ _____
X L			\$ _____	\$ _____	\$ _____



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**Contractor Equipment Proposal**

The Contractor hereby agrees to perform the 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 change, the unit price shall apply according to scope of work. All items listed shall be performed in accordance with this proposal and all referenced documents.

All rates quoted on an hourly or daily basis shall be extended to a weekly rate not-to-exceed that of 3.5 days and a monthly rate not-to-exceed that of three weeks. Extended use discounts for equipment shall be applicable to any continuous series of individual projects regardless of locale on the Alabama State Port Authority property. **All equipment to include operating fuel.**

Item	Base Hrs	Equipment	Straight Time (ST)	Over Time (OT)	Holiday Rate
1 E	13	40-45 Ton Hydraulic Crane complete w/ rigging	\$_____	\$_____	\$_____
2 E	10	4-WD Self Propelled Telescopic Boom Aerial Lift with 80 feet platform height	\$_____	\$_____	\$_____
3 E	80	15-20 Ton Hydraulic Crane w/ rigging	\$_____	\$_____	\$_____
4 E	33	Boom Truck complete w/ rigging	\$_____	\$_____	\$_____
5 E	10	1-3/8 C.Y. Hydraulic track hoe	\$_____	\$_____	\$_____
6 E	131	1/2 C.Y. Hydraulic Backhoe	\$_____	\$_____	\$_____
7 E	10	2.5 - 5 Ton Flatbed Truck	\$_____	\$_____	\$_____
8 E	80	Floating Work Barge (approximately 8' x 12')	\$_____	\$_____	\$_____
9 E	3,180	Portable Diesel Welding Machine w/ lead cable	\$_____	\$_____	\$_____
10 E	57	250 CFM Air Compressor w/ hose	\$_____	\$_____	\$_____
11 E	10	5 kW AC Generator	\$_____	\$_____	\$_____
12 E	570	50 Ton Crane	\$_____	\$_____	\$_____
13 E	19	60 Ton Crane	\$_____	\$_____	\$_____
14 E	63	80 Ton Crane	\$_____	\$_____	\$_____
15 E	10	165 Ton Crane	\$_____	\$_____	\$_____
16 E	687	Forklift	\$_____	\$_____	\$_____
17 E	116	Tractor & Trailer	\$_____	\$_____	\$_____
18 E	10	Bulldozer (104 HP)	\$_____	\$_____	\$_____
19 E	10	Skid Steer (ROC: 1 Ton)	\$_____	\$_____	\$_____
20 E	10	Vibratory Compactor (1.5-ton)	\$_____	\$_____	\$_____
21 E	10	Sweeper, 8-foot (24 HP)	\$_____	\$_____	\$_____
22 E	10	Tri-axle Dump Truck	\$_____	\$_____	\$_____

**Contractor shall list any other equipment they deem appropriate or required to complete the proposed scope of work unless prohibited within the description of contract.**

1 E			\$_____	\$_____	\$_____
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II E			\$ _____	\$ _____	\$ _____
III E			\$ _____	\$ _____	\$ _____
IV E			\$ _____	\$ _____	\$ _____
V E			\$ _____	\$ _____	\$ _____
VI E			\$ _____	\$ _____	\$ _____
VII E			\$ _____	\$ _____	\$ _____
VIII E			\$ _____	\$ _____	\$ _____
IX E			\$ _____	\$ _____	\$ _____
X E			\$ _____	\$ _____	\$ _____

Contractor:

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Contractor's Signature

\_\_\_\_\_  
 Date



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**SUBMITTAL NOTES**

1. All submissions, including hand-delivered packages, U.S. Postal Service express mail, or private delivery service must be delivered to the following individual at the following address by 5:00 p.m. CST on August 14, 2024. Contractors shall furnish four (4) hardcopies and one (1) electronic copy on a CD or USB drive with their submission package.

Alabama State Port Authority  
 Attn: Wesley Jackson, E.I., Facilities Engineer  
 1400 Alabama State Docks Boulevard, Suite 216  
 Mobile, AL 36602  
 (251) 441-7253

Neither fax nor email submissions will be accepted. Contractors are responsible for effective delivery by the above deadline, and late submissions will be rejected without opening and returned to the sender. ASPA accepts no responsibility for misdirected or lost submittals.

2. ASPA currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and ASPA reserves the right to modify this schedule as deemed necessary, at its sole discretion.
  - Advertise RFP/RFQ: July 17, 2024
  - Deadline to submit questions: July 26, 2024
  - ASPA Response to questions: August 7, 2024
  - RFP/RFQ Submittal Deadline: August 14, 2024
  - Short List Interview Date (If required): August 21, 2024
  - Notification of Intent to Award Date: August 28, 2024
  - Year 1 Commencement Date (NTP): September 23, 2024
  - Year 1 Expiration Date: September 23, 2025
3. Alabama State Port Authority or those under its employ accept no responsibility for facilitating the receipt of bids.
4. The Contractor shall prepare a **Statement of Qualifications (SOQ) package** and include it with the submittal package. The SOQ shall include a one (1) page cover letter containing at a minimum: company name, contact name, address, fax number, and email address. Also included shall be a one (1) page table of contents, three (3) references documenting satisfactory work on heavy mechanical and construction repair services, and a maximum of 10 pages to address the specific information that will demonstrate the qualifications and experience required by this RFP/RFQ, for a **maximum of fifteen (15) pages excluding resumes and schedule**.
5. The Contractors shall include the completed proposal included in this “Requisition for Proposal and Qualifications”. This proposal provides a cost reimbursable method with an overall maximum ceiling on the anticipated costs for the services, based on the available information. These proposals shall document all assumptions made in its preparation. **Also included shall be a schedule to include all observed company holidays.**
6. One (1) copy of the SOQ and one (1) copy of the Proposal shall be placed in a sealed envelope to compile the submittal package. Submittals shall be received in sealed envelopes with the words “**Bid Document Enclosed**” clearly marked on the outside of the envelope. Sealed bids shall have



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on the outside of the envelope **the Contractor's name, project name (*Heavy Mechanical & Construction/Repair Service Agreement*), Alabama general contractor license number, and due date.**

7. 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 ten thousand dollars (\$10,000.00), must accompany the Proposal.
8. Owner reserves the right to refuse to issue a proposal form or a contract to a prospective Contractor 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 Owner.
  - (b) Default under previous Contract with the Owner.
  - (c) Proposal withdrawal or Bid Bond forfeiture on previous project with the Owner.
  - (d) Unsatisfactory work on previous contract with the Owner.
  - (e) Lack of competency, experience, adequate machinery or lack of personnel.
  - (f) The Proposal is deemed unbalanced as determined by the Owner.
9. The Owner may make such investigations as deemed necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Owner that such Contractor is properly qualified to carry out the obligations of the Contract.
10. In case of error in extension of prices, the unit price will govern.
11. All questions regarding the Contract Documents shall be submitted in writing to Wesley Jackson, E.I., Facilities Engineer, at [wesley.jackson@alports.com](mailto:wesley.jackson@alports.com). Replies will be issued by Addenda posted on the Alabama State Port Authority website under bid notices at the following address: <https://www.alports.com/procurement/#bids>. 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 merit. The deadline to submit questions is 5:00 pm (CST) on July 26, 2024.**
12. The right is reserved, in the interest of the Alabama State Port Authority, to reject/non-award bids and to waive formalities in bids received.
13. The cost of all items ancillary to the work shall be absorbed into the cost of the bid items. No separate payment shall be made for these items.
14. The Contractor must capture and dispose of all waste materials generated by their activities.
15. The Contractor shall submit his proposal on the forms furnished by the Owner. All blank spaces on the proposal forms must be correctly filled in as indicated for each item for which a quantity is given. The Contractor shall state the price (legibly written in ink or typed) both in words and numerals for which he proposed to do each pay item furnished in the proposal. The Department will check the gross sum given in the proposal and in case of error or discrepancy, the gross sum obtained by adding the products of the unit prices and the various estimated quantities listed in the proposal shall prevail and this shall be the Contract Bid Price. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.
16. The Contractor shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a



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corporation the person signing the proposal shall give the name of the State under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

17. A Contractor shall be considered disqualified for any of the following reasons:
  - (a) Submitting more than one proposal from the same partnership, firm or corporation under the same or different name.
  - (b) Evidence of collusion among Contractors. Contractors participating in such shall be disqualified as bidders for any future work of the Owner.
  - (c) If the Contractor has not complied with the provisions of the Laws of the State of Alabama concerning licensing of Contractors.
  - (d) If an out of State Contractor has not qualified with the Secretary of State to do business in Alabama.
18. Response time within two (2) hours of an emergency notice and quality service are of the essence to the Owner. If the Contractor to whom this contract is awarded does not provide adequate service or workmanship, the Department reserves the right to cancel the contract and re-bid this work excluding that Contractor from consideration.
19. Award of this contract does not obligate the Owner to any minimum hours, nor does it limit the total hours of various crafts and equipment that can be used.
20. The Contractor's records for this contract shall be open to audit by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verifications of: a) Contractor compliance with Contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for payment or claims submitted by the Contractor or any of their payees.
21. This contract does not preclude the Department from procuring lump sum bids on any project deemed appropriate by Alabama State Port Authority officials.
22. All documents, invoices, etc. must have visible the words ASPA Heavy Mechanical Service Contract, Project Name or work description and/or Work Order number as appropriate.
23. Conditional bids will not be accepted.
24. The Contractor can be dismissed for inferior work.
25. 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.
26. The Owner reserves the right to reject any and all bids and to waiver any informality in bids received.
27. The Owner reserves the right to contract all or portions of the prescribed work to either a single or to multiple contractors.

### **EVALUATION OF THE RFP/RFQ SUBMISSION PACKAGE**

ASPA will evaluate the submissions by virtue of scoring the submittal package using the rating criteria point system as outlined in the "Statement of Qualifications (SOQ) Score Sheet – Sample".



## Alabama State Port Authority *Requisition for Proposal and Qualifications*

**Project Name** Heavy Mechanical and Construction/Repair Service Agreement

**Project No.** TBD **Task No.** TBD

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The ASPA Evaluation Committee may select up to three (3) of the highest scoring contractors for an interview.

The short-listed contractors may be provided an opportunity to present and/or discuss various parts of their submittal with the ASPA Evaluation Committee. This dialog should not be considered a marketing opportunity but will focus on the team members that will be performing the work for the duration of the Contract. Interviews will be limited to thirty (30) minutes of question-and-answer discussion. Subsequently up to two (2) contractors may be selected for award.

The contractor(s) will be selected based on demonstrated competence and qualification for the type of services required in conjunction with fee. After selection of the most qualified contractor(s), an initial review, discussion, and final negotiation of the Proposal will be conducted. At conclusion, a refined Proposal may be required to reflect the final cost negotiations. Failure to arrive at an acceptable cost for the services may result in rejection of the submittal and commencement of contract discussion with the next most qualified contractor(s).

### **FAILURE TO EXECUTE CONTRACT**

The Contractor shall be considered in default of his Contract and such default will be considered as cause for the OWNER to terminate the Contract for any of the following reasons if the CONTRACTOR:

- (a) Fails to respond and complete work under the Contract in a timely manner; or
- (b) Fails to perform the work or to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract.
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits an act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of ten (10) days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

### **CONTRACT TERMINATION**

The Owner may terminate the Contract, or any portion hereof, for just cause by written notice to the Contractor.

When the Contract, or any portion thereof, is terminated before 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.



**Alabama State Port Authority**  
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Acceptable materials both in quantity and quality obtained or ordered by the Contractor that are not incorporated into the work shall, at the option of the Contractor, be purchased by the Owner at actual cost as shown by receipted bills and actual cost records. All unused materials purchased by/or billed to ASPA as part of a project must be turned over to ASPA upon termination of the project. ASPA Delivery of the materials will be performed as designated by the Engineer.

Termination of the Contract, or a portion thereof, shall neither relieve the Contractor of its responsibilities for the completed work or relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

**PAYMENT**

Invoices shall be submitted monthly with adequate backup to include, but not limited to, time logs, receipts, as-builts, photos, letters, emails, etc. Payment terms are net forty-five (45) days.

- (a) All scheduled repair and service work will be invoiced at Straight Time (ST) Rate.
- (b) Work required to be performed under Overtime (OT) or Holiday is subject to prior approval from the Owner before commencing the scope of work.
- (c) The proposed rate for all crafts shall include cost for labor, insurance, overhead, supervision, project management, transportation, maintenance, and all incidentals.
- (d) OH&P for materials shall not exceed fifteen percent (15%).
- (e) No payment will be made for "materials on hand" unless previously approved by the Owner.

**REFERENCED DOCUMENTS**

- Section 40 - Indemnification and Insurance Requirements
- Certificate of Compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act
- State of Alabama Disclosure Statement
- Statement of Qualifications (SOQ) Score Sheet - Sample

**SIGNATURES**

Receipt of following addendums is acknowledged:

Addendum No. \_\_\_\_\_  
 Addendum No. \_\_\_\_\_  
 Addendum No. \_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_

**Contractor Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

\_\_\_\_\_

**Name** **Title** **Date**



**Alabama State Port Authority**  
***Requisition for Proposal and Qualifications***

**Project Name** Heavy Mechanical and Construction/Repair Service Agreement

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Signature of Party Originating Requisition:

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Wesley Jackson, E.I.  
Facilities Engineer

Date

## SECTION 40

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### 40-01 INDEMNIFICATION

The Contractor shall assume all liability for and shall indemnify and save harmless the State of Alabama, the Alabama State Port Authority and its officers and employees, and Engineer 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.

#### 40-02 CONTRACTOR COVERAGE

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 the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar applicable insurance required of the subcontractor has been obtained and approved. If the subcontractor does not take out insurance in his own name, then the principal Contractor shall provide such insurance protection for subcontractor and his employees by endorsement to the Contractor's policies or by taking out separate policies in the name of the subcontractor.

#### 40-03 **COMMERCIAL 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 coverage, in an amount not less than \$5,000,000 for any one occurrence for bodily injury, including death, and property damage liability. Policy shall include endorsement identifying the Owner and Engineer as Primary and Non-contributory Additional Insureds as respects the Contractor's work for the Owner, to the extent required by written Contract, including a waiver of all rights of subrogation.

#### 40-04 **OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY –Not Required for this project.**

The Contractor shall take out and maintain during the life of the Contract a separate Owner's and Contractor's Protective Liability policy in the names of the Owner and Engineer in an amount not less than \$1,000,000. Policy shall be delivered to the Owner.

#### 40-05 **BUSINESS AUTOMOBILE LIABILITY – Required for this project.**

The Contractor shall take out and maintain during the life of the Contract Business Automobile Liability insurance covering owned, non-owned and hired vehicles in an amount not less than \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability. The Owner and Engineer shall be identified as Additional Insureds, to the extent required by written Contract.



TSV Wesley Jackson  
Re: 2024 Heavy Mechanical & Construction Repair Service Agreement  
Project #  
KM 7-12-2024

**40-06 WORKERS COMPENSATION – AL WC/EL 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 Harbor Workers Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).

**40-07 OCEAN MARINE COVERAGE - Required for this project**

In the event work involves the use of watercraft in the completion of the Contract, the Contractor shall provide Protection and Indemnity coverage, including crew, in an amount not less than \$2,000,000 for each loss.

*Only the Contractor and/or Subcontractor using watercraft in the completion of its work shall be required to provide evidence of this coverage. In the event the Contractor subcontracts for this portion of the work, the Contractor shall not allow the subcontractor to commence work until such coverage has first been obtained by the subcontractor and approved by the Owner.*

**40-08 RAILROAD PROTECTIVE LIABILITY –Required for this project**

In any case where the Contract involves work within 50 feet of an operating railroad track, the Contractor shall provide a Railroad Protective Liability policy in the name of the railroad whose right of way is involved. The limits of the policy shall be not less than \$2,000,000 per occurrence with \$6,000,000 aggregate.

NOTE #1: With the written approval of the Owner, in lieu of the Railroad Protective Liability policy, the Contractor may cause to be attached to its Commercial General Liability policy standard ISO endorsement, “Contractual Liability – Railroads” (CG 24 17). The railroad must be identified as an Additional Insured.

NOTE #2: *Only the Contractor and/or Subcontractor performing the work within 50 feet of the railroad track shall be required to provide evidence of this coverage. In the event the Contractor subcontracts for this portion of the work, the Contractor shall not allow the subcontractor to commence work until such coverage has first been obtained by the subcontractor and approved by the Owner.*

**40-09 BUILDER’S RISK or INSTALLATION FLOATER –Not Required for this Project.**

The Contractor shall take out and maintain during the life of the Contract Builder’s Risk insurance or Installation Floater, written on an “All Risk” basis, insuring the work included in the Contract against all physical loss. The amount of insurance shall at all times be at least equal to the amount of the Contract. The policy shall be in the names of the Owner, Engineer, Contractor and “all Subcontractors,” as their interests appear. Policy shall be provided to the Owner prior to commencement of work.

TSV Wesley Jackson  
Re: 2024 Heavy Mechanical & Construction Repair Service Agreement  
Project #  
KM 7-12-2024

When changes in scope of work by written Change Order or aggregate Change Orders equal 15 percent of the total Contract, the amount of coverage provided in the Builder's Risk/Installation Floater policy shall be increased accordingly and evidence of increased coverage delivered to the Owner.

**40-10 PROFESSIONAL LIABILITY COVERAGE - *Required for this project***

The Contractor shall take out and maintain during the life of the contract Professional Liability insurance including design with limits not less than \$2,000,000 per occurrence.

**40-11 PROOF OF CARRIAGE OF INSURANCE**

The Contractor shall furnish to the Owner, in triplicate, Certificates of Insurance, signed by the licensed agent, evidencing the required coverage, along with letter of transmittal giving date of delivery. A copy of this letter shall also be delivered to the Engineer. The Owner reserves the right to require certified copies of any and all policies.

All coverage and bonds shall be provided by companies acceptable to the Owner. 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 the Owner and insured.

(rev. 1/26/06)

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

## **Vendor Disclosure Statement Information and Instructions**

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. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

### **Definitions as Provided in Act 2001-955**

**Family Member of a Public Employee** - The spouse or a dependent of the public employee.

**Family Member of a Public Official** - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

**Family Relationship** - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

**Person** - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**Public Official and Public Employee** - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

### **Instructions**

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



# 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
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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
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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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gdgdgdg	
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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.

## HEAVY MECHANICAL AND CONSTRUCTION/REPAIR SERVICE AGREEMENT

ITEM NO. 1	CRITERIA	TO BE RATED	Maximum Points	Contractor #1	Contractor #2	Contractor #3	Contractor #4
1	<b>Knowledge &amp; Experience of Similar Work</b>	The Contractor has demonstrated knowledge and experience of the variety of contract services and/or work pertaining to a similar nature.	175				
2	<b>Qualifications</b>	The Contractor has demonstrated that the employed crafts have the technical experience, certifications, training, etc. to perform the required work/craft.	175				
3	<b>Equipment Fleet Reliability</b>	The Contractor has demonstrated that the equipment fleet is maintained and in good working order through regular schedule inspection, maintenance, and/or certification.	125				
4	<b>Capacity to Perform the Work (Crafts and Supervision)</b>	The overall availability and adequacy, in both number and quality, of the labor force to perform the proposed contract services relative to all crafts and supervision.	125				
5	<b>Past Performance Record</b>	The past performance of the Contractor on contracts or projects that are relevant, including past awards and examples of cost effective control measures resulting in savings to other Owners.	125				
6	<b>Geographic Location (2-Hour Emergency Response Time)</b>	The geographic location of the Contractor and/or key staff in relation to ASPA facilities in Mobile, Alabama. An essential time element is for a response team to be on site within 2-hours in the event of an emergency.	125				
7	<b>Knowledge of Sites and McDuffie Terminal Operations</b>	The Contractor's knowledge of ASPA facilities, rail service network, conveying equipment, steel structures and other industrial plant operations.	75				
8	<b>Schedule of Prices</b>	Contractor rates in relation to ASPA operating budget and industry standards.	75				
<b>Maximum Total Points</b>			<b>1000</b>				
<b>Ranking by Score</b>							