



**Alabama State Port Authority**  
**Addendum to R&P or Specification Booklet**

**Project Name** Coastal Resiliency Study

**Project No.** TBD      **Task No.** 01      **Addendum No.** 1

**To:** Prospective Bidders

**Date:** 11/19/2024

The following items are clarifications to questions received. These items are hereby included in the bid documents by this addendum.

Item	Description
1.	<p>Are <i>Appendix C: Beason Hammon Certification</i> and <i>Appendix D: Acknowledgement of Revision and/or Addenda</i> required to be submitted with the Statement of Qualifications?            If executed Appendix C and Appendix D are required, where should the respondent include them in the Statement of Qualifications?  <i>The Beason Hammon Certification will be required by the selected consultant once the Notice of Intent to Award is issued. The Acknowledgement of Revision and/or Addenda is required to be submitted with the Statement of Qualifications and may be in an appendix.</i></p>
2.	<p>Could you please clarify how the 15 points allocated for the <b>**Proposed Rate/Fees**</b> will be calculated? Specifically, will this be determined through an analytical formula based on the discount relative to the budget outlined in Section 4.0?  <i>The proposed rate/fees will not be calculated based on an analytical formula nor any credit provided for a discount. ASPA’s project budget is \$250,000. A revised Section 4.0 and Appendix E Sample SOQ Score Sheet are enclosed.</i></p>
3.	<p>The RFQ references the “2019 Seaport Resiliency Report for Florida Ports Council,” which addresses preparedness and mitigation strategies at the state level for Florida. Our understanding is that, for this assignment, these strategies should focus solely on Mobile port’s critical assets (Phase 1) and the port access route (Phase 2). Could you please confirm?  <i>Phase 1 and Phase 2 are described correctly above.</i></p>
4.	<p>With respect to tenant facilities: will the client be providing critical asset data to be assessed on Tenant Properties?  <i>Yes.</i></p>
5.	<p>Will any stakeholder meetings or coordination (that requires participation of the consultant) be required with Tenants?  <i>The consultant will not be involved with tenant meetings or coordination.</i></p>
6.	<p>Should ASPA desire to compare or calibrate data from the recently completed City of Mobile Resilience Assessment - will electronic floodplain data/shapefiles from the City’s Study be available for comparison to the FHWA Study data? Will future floodplain data be available from the FHWA study electronically, and in GIS / Shapefile format?  <i>Consultant should assume responsibility for obtaining this data.</i></p>
7.	<p>Does the Lidar data need to be processed to create a DEM or will a DEM be provided from the Lidar or other source as well?  <i>Yes, the Lidar data needs to be processed by the consultant.</i></p>
8.	<p>Are asset ground elevations and/or as-built elevations included in the ASPA GIS provided?  <i>No.</i></p>
9.	<p>Similar to above, is the stormwater infrastructure also in the GIS with attributes?</p>



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	For a portion of the port study area, Main Docks, stormwater infrastructure will be provided in GIS with attributes.
10.	Will any field data verification of assets' elevation (above ground level) be needed for the analysis work, or does ASPA already have elevation data of these assets' impact thresholds, to compare them with future flood levels? Assume that Lidar data will be sufficient for this study. Should a small number of locations require spot elevations, ASPA's on call surveyor can provide this service at no cost to the consultant.
11.	Are hurricanes expected to be examined separate from the SLR – are we evaluating wind resistance of facilities? Wind resistance of facilities should be included in the study.
12.	Under Section 3.3 Relevant Firm Experience, Item D, you ask to list and describe any litigation, arbitration, claims filed by your firm against any project owner as a result of a contract dispute, and any claim filed against your firm, termination from a project. You do not list a timeline for this, what timeline do you need, 3 years, 5 years, etc. Also, can the litigation be attached in the Appendix? The timeline for Item D shall be 5 years. Item D responses may be provided within the 20 pages or as an appendix.
13.	Under Section 3.6, Other Factors, Item C you ask for the willingness to abide by ASPA's standard form agreement. We do not see that agreement in the RFQ, could you please provide that for review? A professional services agreement is attached.
14.	Section 3.2 General Information, Item B, Legal company organization, could you please clarify what you are asking for? Company name if different from a DBA registration.
15.	I looked at your RFQ and it is a hard bid. Does that mean you will take the lowest bidder? We will not make the selection based on lowest bidder. We will be using revised, attached Appendix E to score the proposals.
16.	Page 2, Section 1.2, "The Statement of Qualification (SOQ) must be submitted as outlined in Section 3 at the date and time described therein." & Page 20, "APPENDIX E: Sample SOQ Score Sheet" Section 3's layout and the provided Sample SOQ Score Sheet lay out the SOQ in different format orders. Will ASPA please confirm which format order we are to follow? Please follow the order provided in Section 3.
17.	Page 5, Section 3.4 Team Experience and Qualification, "A. Describe each team member's position within the firm. <b>Provide resumes of each proposed team member.</b> List relevant professional continuing education." & Page 7, Section 5.1, "The SOQ shall contain no more than twenty (20) pages excluding staff resumes, covers, required attachments, and tab sheets. Attach resumes in <b>Appendix A for each key team member.</b> Please comply with the page limits; Pages that have photos, charts, and graphs will be counted towards the page limit." Will ASPA please confirm the location of resumes to be placed in the document and whether we are to provide resumes for "each proposed team member" or "each key team member"? Please provide a resume for each key member in an appendix.
18.	Page 7, Section 5.0 Submittal Requirements. "The SOQ shall contain no more than twenty (20) pages excluding staff resumes, covers, required



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	attachments, and tab sheets.” <i>Will ASPA please confirm if an 11x17 counts as 2 pages?</i> <i>An 11x17 will count as one page. We prefer that 11x17s be limited to figures or charts.</i>
19.	Given the proximity to the Thanksgiving holiday, would the Port Authority consider an extension to the submission deadline? <i>The SOQ submission deadline has been postponed until 4:00 pm on December 9<sup>th</sup>.</i>
20.	Are electronic signatures acceptable for the forms and cover letter? <i>Yes.</i>
21.	Does the respondent need to provide a sample insurance certificate with the submittal? If so, where in the document should it be included? <i>No.</i>
22.	Is there a specific naming convention required for the final PDF? <i>No.</i>
23.	Could you please confirm which appendices are required to be included in our response? <i>Appendix A – resumes, etc. Other appendices may be used for Acknowledgement of Revision and/or Addenda; responses to Section 3.3, Item D.</i>

**Please indicate your receipt of this addendum by adding the addendum number in the appropriate place in your Requisition & Proposal or Specification Book.**

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Gretchen Barrera, P.E.  
Environmental Director

Date

#### 4.0 ESTIMATED COST/HOURLY RATES

The Respondents shall prepare a detailed hourly rate schedule for the proposed professional services and typical indirect expenses. The rate schedule is to include the hourly rates, mileage rates, reimbursable expenses, markup of indirect costs and other costs desired to be billable items. The rate schedule shall include all team members and any sub-consultants anticipated to be used. The mark-up on sub-consultants will be limited to 5%.

One copy of the Rate Schedule shall be placed in a separate sealed envelope within the submission package. Only the Rate Schedule of the firm selected for contract award will be opened and reviewed. The non-selected firms' Rate Schedules will be returned to them as sealed and unopened.

The winning respondent will be selected on the basis of demonstrated competence and qualification for the type of services required without regard to fee. After selection of the "Most Qualified" respondent, an initial review, discussion and final negotiation of the Rate Schedule will be conducted. Failure to arrive at an acceptable cost for the services will result in rejection of the Proposer and commencement of contract discussion with the next highest ranked Respondent. At conclusion, the Rate Schedule will be submitted to the ASPA Board of Directors for approval.

Compensation will be paid in accordance with the rates approved by the ASPA Board of Directors. ASPA estimates that Phase 1 services will cost \$200,000 and Phase 2 services will cost \$50,000. The project total will not exceed \$250,000.

APPENDIX E – SAMPLE SOQ SCORE SHEET

ASPA-TS-2024-05

COASTAL RESILIENCY STUDY

EVALUATION FACTORS		POINT MATRIX	Respondent 1	Respondent 2	Respondent 3	Respondent 4
1	RELEVANT FIRM EXPERIENCE	15				
2	TEAM EXPERIENCE AND QUALIFICATIONS	40				
3	PROJECT UNDERSTANDING AND APPROACH	25				
4	OTHER FACTORS	5				
	MAXIMUM TOTAL POINTS	85				



**Alabama State Port Authority**  
**General Professional Services Agreement**

**Project Name:**

**Project #**

**Task #**

This Professional Services Agreement between xxxxx (“You”), as an independent contractor, and the Alabama State Port Authority provides for your performance of specified services in accordance with the terms outlined below and with the Standard General Terms and Conditions on page 2 hereof.

Description of Services:

Service Performance Dates: Through completion

Fee:  Not to exceed fee amount

- Check One:
- You are solely responsible for any costs and expenses that you incur in performing the services.
  - You will be reimbursed for reasonable transportation and subsistence expenses.
  - You will be reimbursed \_\_% of fee for expenses.

Payment Terms:  Due Upon Receipt  Net 7 days  Net 10 days  Net 30 days  Net 45 days

Payment Milestones: Monthly Progress Payments

Please signify your acceptance of the terms and conditions of this Agreement by signing below as indicated.

**Alabama State Port Authority**

**Accepted by:**

\_\_\_\_\_  
 John C. Driscoll  
 Director/CEO

Date

\_\_\_\_\_  
 Person name  
 Company name

Date



# Alabama State Port Authority

## General Professional Services Agreement

**Project Name:**

**Project #**

**Task #**

### Standard General Terms and Conditions

These Standard General Terms and Conditions are incorporated into and are a material part of the Professional Services Agreement (the "Agreement") between you ("You") and the Alabama State Port Authority ("ASPA").

1. The ASPA's sole obligation to You is the fee listed on this Agreement, and unless otherwise provided for in the Agreement, that fee is in full payment for your services, all necessary licenses and other governmental approvals, all equipment all expenses and costs, including transportation and subsistence expenses, needed for the performance of your services. You must obtain the ASPA's prior written consent before performing or incurring any additional services or expenses, or the ASPA shall have no obligation to pay You for unapproved additional services or expenses. Moreover, if at any time prior to the ASPA's release of funds in payment of this fee, the ASPA discovers that You are indebted to any department of the ASPA, then You authorize the ASPA to offset the amount of funds owed to You for services performed under this agreement by the total amount You owe the ASPA.
2. In the absence of some other written agreement, reasonable transportation and subsistence expenses, when authorized, are reimbursed in accordance with the ASPA's current travel and expense reimbursement policies. Vehicle mileage is reimbursed at the State of Alabama rate in effect at the time the miles were traveled and airfare reimbursements shall not exceed the rate for non-refundable, coach or economy tickets. Original receipts for your expenses must accompany your expense request. **If original expense receipts are not submitted, the ASPA reserves the right to report the sum of your expenses as income on IRS Form 1099 or other applicable form that is issued to You.**
3. You are solely responsible for the timely payment of all federal, state and local taxes or contributions with respect to your performance of this Agreement.
4. To the fullest extent permitted by Alabama law, You hereby agree to indemnify and hold harmless the ASPA from and against any and all claims by any person, entity, or governmental authority arising or attributable to your performance of this Agreement or by conditions created thereby, including, without limitation, bodily injury, including death, and damage to property and from and against all costs, expenses, and legal counsel fee in connection with the defense thereof.
5. You are an independent contractor and nothing in this Agreement shall be deemed to create any partnership, joint venture, association, or syndicate between us; or to confer upon You any express or implied right or authority to enter into any agreement, express or implied, or to incur any obligation on behalf of the ASPA. You are solely responsible for your acts and for the acts of your agents, employees, and subcontractors, if any, during the performance of this Agreement.
6. For its convenience, the ASPA at any time may terminate this Agreement by giving You five (5) days prior written notice, and in such event, the ASPA will pay You for services performed prior to the termination date, but it shall have no liability to You for termination charges or direct or consequential damages of any kind whatsoever.
7. By accepting payments agreed to in this Agreement, You certify that to your actual knowledge no ASPA employee or official, and no family members of an ASPA employee or official, will receive a benefit from these payments, except as been previously disclosed, in writing, to the ASPA.
8. The laws of the State of Alabama shall govern the construction of this Agreement, without regard to conflicts of laws principles. Any claim against ASPA arising from this Agreement shall be filed with the Alabama State Board of Adjustment.
9. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and all prior understandings and agreements between the parties are merged into this Agreement. This Agreement may not be amended or modified except by a writing signed by all of the parties.
10. You agree to perform your services competently, expeditiously and professionally consistent with applicable standards and subject to the ASPA's review and satisfaction. If the ASPA becomes dissatisfied with your services, then it may withhold payment of all or a portion of the fee and terminate this Agreement for cause.
11. All works and materials, including, without limitation, texts, reports, software, and video and audio recordings authored by You as part of your services under this Agreement (collectively the "Works") shall be deemed "works made for hire" and the Works, including the copyright and other intellectual property rights therein, shall be the ASPA's property. You shall not use the Works for any purposes other than those contemplated by this Agreement without the ASPA's prior written consent. You warrant that any such Works shall be original and shall not infringe upon or violate the rights of any third party.