

**ALABAMA STATE PORT AUTHORITY
REQUEST FOR PROPOSAL FOR
SECURITY GUARD SERVICES**

**ALABAMA STATE PORT AUTHORITY
SECURITY GUARD SERVICES**



PORT OF MOBILE
ALABAMA PORT AUTHORITY

PROJECT NUMBER - ASPA-PD-2025-01

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Project Manager: Chief Wayne Keener

Prepared by:



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1. OVERVIEW

The Alabama State Port Authority was created by the State Legislature to promote, develop, construct, maintain, and operate all harbors and seaports within the State, including the inland waterways program of the State. ASPA is responsible for all security at the port. There are six (6) facilities, including four (4) in the Mobile area and two (2) in Theodore, that are addressed in the port's Facility Security Plan. The tenants do not provide any security measures. ASPA provides a certified police force, augmented where appropriate by a contracted security force. Both the police force and contract guards are responsible for all facility security functions including facility access, monitoring the existing security camera and access control portals. Guards have local monitoring of access control activities at each respective gate. The guard service contract is managed by the ASPA Chief of Police. For the purposes of this RFQ, the ASPA is regulated by the U.S. Coast Guard under Title 33 CFR PART 105 Maritime Security Facilities

2. SCOPE OF WORK

The intent is to establish a Contract for furnishing the Alabama State Port Authority, hereafter referred to as ASPA, with personnel and related equipment on an established and as needed basis at various locations throughout ASPA facilities for contract security workforce, including stationary posts and workforce management.

3. QUALIFICATION AND SUBMISSION PROCESS

The procurement of the Security Guard Services will follow a selection process consisting of submission of proposals in response to this advertisement. Submittals will be reviewed and evaluated based on minimum requirements and then qualifications to perform the services required. The Alabama State Port Authority's plans to invite a maximum of three Proposers to make in-person presentations prior to final selection. Such presentations/interviews will be scheduled at the Port Authority's convenience. The Alabama State Port Authority is not responsible for any costs incurred in connection with the development of the proposals or in-person presentations/interviews. The Alabama State Port Authority is not required to contact a Proposer to obtain additional information to evaluate the proposal's; however, the Alabama State Port Authority may elect to do so. The Alabama State Port Authority will make an award based on the Proposer's ability to meet the needs and requirements based on the Evaluation Criteria in Sections 12, 13, and 14 of this RFP, the interviews and negotiations.

The proposals developed in response to this advertisement should focus on demonstrating capability and professional expertise to perform the noted work. Any subsequent oral presentations/interviews that may be requested will be conducted only by the selected Proposers. This process will provide the Proposer with the opportunity to specifically present their approach to the Project as defined in the RFP.

4. SUBMITTAL REQUIREMENTS

All proposals shall be prepared simply and economically to provide a complete, accurate and reliable presentation. All information requested must be submitted. **Proposals shall not exceed a maximum of seven (7) 8-1/2-inch x 11-inch single - sided pages.** The required documentation in Section 12 is not a part of the seven (7) page maximum. The Cover Letter is included. Front and back covers and tabs are not counted. Text shall be a minimum font size of twelve (12) on all text and tables. Page margins shall not be less than ½". Proposals and all required supplemental material listed must be submitted in person, or via courier service to the Alabama State Port Authority main office located at the International Trade Center, 250 N. Water Street, 1st floor Security Desk. All proposals must be delivered in a sealed package and plainly marked "**RFP RESPONSE - 2025 SECURITY GUARD SERVICES**" along with the Company's name and address on the outside envelope. Requirements for submittal are as follows; one (1) clearly marked, signed original proposal and one (1) electronic copy on a flash drive in PDF format. Proposals received after the stated date and time will not be considered. Proposers can optionally submit a proposal electronically to Chief Wayne Keener at Wayne.Keener@Alports.com with a copy to Terry.Gilbreath@Alports.com (FSO). It is the sole responsibility of the submitting Proposer to have its proposal submitted on time as specified. It is strongly advised to send a test e-mail with "response requested" at least five (5) days prior to the RFP submittal deadline to ensure your e-mail does not go to a spam folder. E-mails in our spam folder may be considered late if not released from the folder by the bid date and time.

4.1 Authorized Signatures

The Proposal must provide and identify the authorized signatories, the legal name, address, and telephone number of the Proposer. This shall include the entities such as the corporation, company, partnership, individual, or other means of legal ownership. The proposal must be signed by an individual with the authority to contractually bind the Proposer. The signature of Authorized Representative on the proposal must be made by an officer of the Proposer if the Proposer is a corporation, by a partner if the Company is a partnership, or by the proprietor, if the Company is a sole proprietorship.

4.2 Minimum Requirements

In order to be considered responsive to this RFP, Proposers should provide the following documentation with their proposal submittal. This documentation should be included in a separate section designated "Required Forms and Documentation" and is not included in the proposal page limitation. A Proposal that does not include this documentation may be deemed non-responsive. Additionally, if the Proposer's submitted documentation does not, in the sole opinion of the Port Authority, meet the minimum requirements, the proposal may be deemed non-responsive.

1. Corporate and Business Documentation

- 4.2.1.1 Provide a certificate of good standing from the Alabama Secretary of State, if the Proposer is a corporation, limited liability company, limited partnership, or other type of entity requiring registration with the Alabama Secretary of State.
2. Provide a certificate from the Alabama Department of State demonstrating that the Proposer is Licensed to do business in the State
3. Provide a copy of a valid License as a Security Company issued by the Alabama Security Regulatory Board for a minimum of twelve (12) calendar months prior to the date of this solicitation
- 4.2.1.4 Provide a copy of the Qualifying Agent in good standing as defined by the Alabama Security Regulatory Board. Bidder must provide proof of certification for the Qualifying Agent.

4.3 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 Alabama State Port Authority, 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:

4.3.1 General Requirements (applicable to all policies)

All policies of insurance must be written with companies acceptable to Alabama State Port Authority. The Contractor shall furnish to the Alabama State Port Authority certificates of insurance, signed by the licensed agent, evidencing required coverages. The Alabama State Port Authority 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 Alabama State Port Authority 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 Insured" in connection with work performed for, on behalf of, or on the property of Alabama State Port Authority.**

4.3.2 Commercial General Liability

The Contractor shall take out and maintain during the life of the contract Commercial General Liability insurance, including Blanket Contractual and Completed Operations coverages, in an amount not less than \$3,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

4.3.3 Business Automobile Liability

The Contractor shall take out and maintain during the life of the contract Business Automobile Liability insurance covering any auto in an amount not less than \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

4.3.4 Workers Compensation

The Contractor shall take out and maintain during the life of the contract Workers Compensation and Employers Liability insurance providing coverage under the Alabama Workers Compensation Act in an amount not less than that required by Alabama law. Where applicable, Contractor shall take out and maintain during the life of the contract insurance providing coverage as required by Federal statute, including but not limited to U.S. Longshoremen and Harborworkers' Compensation Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).

5. GENERAL CONDITIONS OF THE RFP

1. The Alabama State Port Authority (hereafter referred to as the "ASPA" is requesting a Request for Proposal (RFP) from qualified Companies(hereafter referred to as "Proposer") interested in providing Security Guard Services at the Alabama State Port Authority in the Mobile Bay Area.
2. A mandatory pre-submission meeting will be held on June 24, 2025 at 13:00 hours Central Standard Time, at the Alabama State Port Authority conference room located at the International Trade Center located at 250 N. Water Street, Mobile AL. 33602 in the Killian Room. **Due to enhanced security procedures at the Security Desk it is strongly advised that you arrive at least 30 minutes prior to the meeting. The meeting will start promptly at 1300 hours, you may be denied entry once the meeting begins.**
3. The Request for Proposals document can be obtained from our website: www.ALPORTS.com. If you should have any questions regarding this application package, please submit them by e-mail to Wayne.Keener@Alports.com. Proposals and all required supplemental material listed must be submitted in person, or via courier service

to the Alabama State Port Authority main office located at the International Trade Center, 250 N. Water Street, 1st floor Security Desk.

4. All proposals must be delivered in a sealed package and plainly marked, **"RFP RESPONSE - SECURITY GUARD SERVICE"** along with the Company's name and address. Submittal of one (1) clearly marked, signed original statement of qualifications and one (1) electronic copy (CD or flash drive in PDF format) is required. Proposers can optionally submit a proposal electronically.
 5. The ASPA reserves the right to reject any one or all statements, or any part of any statement, to waive any informality in any statement and to award a contract deemed to be in the best interest of the ASPA.
 6. From the date of release of this RFP until award of the contract, no contact with appointed officials or consultants related to this solicitation is permitted. Any such unpermitted contact may result in the disqualification of the Proposer's submittal. Any inquiries to the ASPA regarding the RFP must be in writing and to Wayne.Keener@ALports.com.
 7. All changes, modifications, or interpretations shall be handled by the ASPA. In no case will verbal communication between the ASPA and a Proposer override written communications or documentation. All communications must be in writing to be considered part of this RFP.
 8. Each Proposer shall become fully informed as to the extent and character of the services and work contemplated by this RFP. No consideration will be granted for any alleged misunderstanding of the material or services to be furnished or work to be done, it being understood that the submission of a proposal by the Proposer is part of the contractual agreement with the ASPA including all of the items and conditions referred to herein.
 9. Responses shall be binding upon the Proposer and irrevocable for ninety (90) calendar days following the RFP opening date. Any proposal in which a Proposer shortens the acceptance period may be rejected.
- 5.10** Neither the ASPA nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of their ability to meet the requirements. Failure to submit all information requested may result in a proposal being considered "nonresponsive", and, therefore, rejected.

11. This RFP is subject to all legal requirements contained in all applicable Federal, State, County, and City statutes, ordinances. Where conflict exists between this RFP and any such legal requirements, the ASPA shall prevail in the following order: Federal, State, County, and City.
12. All prospective Proposers will be afforded full opportunity to submit a proposal to this RFP and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for award of any contract entered pursuant to this notice.
13. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP, unless clearly and specifically noted in the proposal and in the contract between the Alabama State Port Authority and the Proposer selected.
14. No contract will be awarded to any person, Company, corporation, or other entity that is in arrears or in default to the Alabama State Port Authority upon and an after debtor contract or is in default as surety or otherwise upon any obligation to the Alabama State Port Authority or has failed to perform faithfully any contract with the Port Authority.
15. No appointed official, employee, or consultant of the ASPA will participate in any decision relating to the agreement that affects his or her personal interest or relating to any agreement in which he or she has a personal or pecuniary interest, direct or indirect, in the contract or in the proceeds.
16. The Proposer acknowledges that the Alabama State Port Authority is a creation of the State Legislature and subject to the Alabama Public Records Law (SS 36-12-40). The Proposer agrees that, to the extent any document produced under this agreement constitutes a public record, the Proposer shall comply with the Alabama Public Records Law, which requires that all material submitted in connection with a proposal response shall be deemed to be public record.
17. The recommended awardee will be notified following the Board of Directors meeting in which the Proposer is selected.
18. All material submitted with any Proposal will become the property of the ASAP.
19. Proposing Companies are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect

the services offered, including the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act, Title VIII of the Civil Rights Act of 1968, the EEOC Uniform Guidelines, and all EEO regulations and guidelines and Applicable Federal Laws and Regulations, including without limitation, the Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations, the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50- 260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Proposer is exempt from any of the above cited terms, written evidence of such exempt status must be provided to the Port Authority. Ignorance on the part of the Proposing Company will not relieve it of its responsibility for compliance.

20. All Proposing Companies must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the ASPA. Further, all Companies must disclose the name of any Alabama State Port Authority employee who owns, either directly or indirectly, an interest of ten (10%) or greater of the Company.
21. All Proposers are expected to certify and comply with 49 C.F.R. Part 20 and any state lobbying restrictions and shall be subject to any and all sanctions in addition to disqualification of their Proposals in the event of such non-compliance.
22. Before submitting responses, each Company shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful Company from any obligation to comply with every detail and with all provisions and requirements of the contract documents or will be accepted as a basis for any claims whatsoever for any monetary consideration on the part of the Company.
23. The Alabama State Port Authority reserves the right to:
 - 23.1. Request clarification and additional information from any Proposer during the evaluation process.
 - 23.2. Negotiate with the selected Proposer to include further services not identified in this RFP.
 - 23.3. Refuse to review proposals if one (1) manually signed copy and one (1) electronic copy (flash-drive) in a PDF format is not submitted in hard copy.

- 23.4. Re-advertise with either an identical or a revised scope of duties or cancel requirements in their entirety.
- 23.5. Issue subsequent RFPs based on refinement of concepts proposed in response to this request.
- 23.6. Conduct investigations of the qualifications of the Company(s) as deemed appropriate.

6. SUMMARY OF CONTRACT TERMS

- 6.1** The contemplated Security Guard Services (hereafter the 'Agreement") will have an initial term of one (1) year with the ASPA's option to renew the Agreement for three (3) additional one (1) year terms. Once the Agreement has been executed, the Company must maintain their availability and keep all licenses and insurance certificates current to continue their qualification.
- 2. The RFP, the proposal, the information contained in the proposal, and any written documents supplementing, amending, or incorporating the RFP or proposal shall be incorporated into the Agreement between the ASPA and the Company unless expressly provided otherwise by the parties. The Agreement may be amended only in writing between the Company and the Alabama State Port Authority. In the event a conflict exists between documents, the order for contract interpretation will be the Agreement, the ASPA's RFP, and the Company's proposal.
- 3. The ASPA may terminate the Agreement at any time for with or without cause by giving at least ninety (90) days prior written notice. The Company may terminate the Agreement at any time without cause by giving ninety (90) days prior written notice to the ASPA. In the event of termination by mutual agreement, the Company shall be compensated for services rendered. The Company will have no claim against the Alabama State Port Authority for lost profits or compensation for lost opportunities.
- 4. Reports, documents, or other written material developed by the Company in the performance of the Agreement shall be and remain the property of the ASPA without restriction or limitation upon its use or dissemination by the Port Authority. Such material shall not be the subject of a copyright application by the Company.
- 5. The Company shall be deemed an independent contractor as to all work required and

not an agent or employed by the ASPA. The Company is and shall at all times remain as the Alabama State Port Authority, wholly independent. The Company shall have no power to incur any debt, obligation, or liability on behalf of the ASPA or otherwise act on behalf of the Alabama State Port Authority as an agent.

6. The Company is liable for any fines imposed by the U.S. Coast Guard for failing to enforce the access control policies contained within the most recent approved Facility Security Plan. The liability is limited to access control at the facility gates for individuals and vehicles, either on foot or within a vehicle.
7. Neither the Agreement, if any, nor any duties or obligations thereunder shall be assignable by the Company without the prior written consent of the Alabama State Port Authority, which consent may be withheld by the ASPA in its sole and absolute discretion.
8. The Company will be fully responsible for all work performed under the Agreement.
9. The Company, in the course of its duties, may have access to confidential data of the Alabama State Port Authority, private individuals, tenants, employees, or other independent contractors associated with the Alabama State Port Authority. The Company covenants that all data, documents, discussion, or other information developed or received by the Company or provided in connection with the Company's performance of the Security Guard Services Agreement are deemed confidential and shall not be disclosed without written authorization by the ASPA. The ASPA shall grant such authorization if disclosure is required by law but may otherwise deny the same in the ASPA's sole and absolute discretion. All Alabama State Port Authority data shall be returned to the Alabama State Port Authority upon termination of the Agreement. The Company's covenant under this section shall survive termination of the Agreement.
10. The Company shall keep itself informed of State, Federal and local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to the Security Guard Services Agreement. The Company shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Company is an out-of-state corporation, limited liability company, or other entity it must be qualified or registered to do business in the State of Alabama. The ASPA, its officers, and employees shall not be liable at law or in equity occasioned by failure of the Company to comply with this section.
11. The Proposer agrees to utilize the U.S. Department of Homeland Security's

E- Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of this Contract. Proposer must include in all subcontracts the requirement that subcontractors performing work or providing goods and services utilize the E- Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. The Proposer further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E- Verify program, and to make such records available to the Alabama State Port Authority upon request.

12. At all times during the term of the Security Guard Services Agreement, the Company shall have in full force and effect all licenses required by law for performance of the services within its scope of duties.
13. The RFP and Agreement, if any, and any disputes there under will be governed by the laws of the State of Alabama and shall be deemed to have been executed and entered into in the State of Alabama. The Agreement between the Security Guard Company (Company) and the Alabama State Port Authority shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Alabama, and any provision in such contract in conflict with Alabama law and rules shall be void and of no effect. Alabama State Port Authority and Company hereby agree that this RFP and resulting Agreement, if any, shall be enforced in the courts of the State of Alabama and that venue shall always be in Mobile County, Alabama
14. The awarded Company shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses, and costs incurred in performing the work for at least five (5) years after completion of the Security Guard Services Agreement. The ASPA shall have access to such books, records, subcontract, financial operations, and documents of the Company or its sub- contractors as required in order to comply with this section for the purpose of inspection or audit during normal business hours at the Company's place of business.
15. The above items are close summary in nature and not intended to encompass the entire Agreement between the Alabama State Port Authority and Company. *The items outlined within this RFP are non-negotiable. Failure to accept these terms and conditions is cause for failure to meet the minimum qualifications and therefore will not be considered for receiving an executed Contract.* This RFP shall become a part of the full Contract Agreement. The Company that is successful will receive the full terms of a proposed Agreement and are generally acceptable prior to the execution of the Contract between the Alabama State Port Authority and the Company.

2. BID SCHEDULE

The RFP Project Schedule is found in the below table:

Description	Date/Time
Release of RFP	June 11 th , 2025
Mandatory Pre Bid Q&A Session for Proposers to seek clarification of the RFP	June 24, 2025, at 1300 Hours, CST
Requests for Information (RFI) Due	June 27, 2025, no later 1300 Hours, CST
RFI Answers returned	July 11, 2025
Submission Due	July 18, 2025, at 1400 HOURS, CST
Shortlist Notification to Companies	July 25 th , 2025
Potential interviews of shortlisted Companies by the Port Authority's Senior Staff	August 8 th , 2025

8. AWARD OF CONTRACT

1. The Alabama State Port Authority intends to award a contract or contracts resulting from this solicitation to the responsible Company whose qualifications and price provide the best value to the Alabama State Port Authority after evaluation in accordance with the criteria in this solicitation.
2. The Alabama State Port Authority reserves the right to evaluate the proposal and award a contract with or without interviews with offerors. Therefore, the Proposer's initial proposal should contain the Proposer's best presentation of the Company's capabilities and experience.
3. The Alabama State Port Authority plans to conduct contract negotiations with the highest ranked Proposer after the interviews have been conducted.

4. The Alabama State Port Authority reserves the right not to use all services contained in this RFP.

2. INDEMNIFICATION - TORT ACTIONS/LIMITATION OF LIABILITY

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

3. SCOPE OF DUTIES

The Alabama State Port Authority wishes to utilize an external Professional Security Guard Service Company to provide the service requirements in accordance with all applicable federal, state, and local laws, standards, and regulations necessary to perform the services, including but not limited to:

3.1. Provide a uniformed, trained, and alert guard force capable of performing all duties associated with controlling access to the ASPA's facilities including gates and turnstiles. The guard company shall provide documented proof of annual training for Guards assigned to ASPA's posts. Include any and all refresher/remedial training in an electronic format. All documentations shall be provided to the Chief of Police, Facility Security Officer, or designees.

3.2. Provide two (2) shift supervisors Monday through Friday. One Shift Supervisor shall report at 0800 until 1600 hours. The other Shift Supervisor shall report at 1600 hours and work until 2400 hours.

3.2.1. Each Shift Supervisor shall coordinate with the on-duty police supervisor to address any specific needs of the Port. The Shift Supervisor shall make tours of each of the Port's facilities.

3.2.1.1. If the facility is not staffed and closed at the time of the tour, the Supervisor shall conduct a patrol observing and immediately reporting any unusual activities that may be in progress.

3.2.1.2. If the facility is staffed, the Shift Supervisor shall meet with the Guard at the facility post to ensure they are properly attired, alert and

aware of their duties. This is meant to serve as opportunities for the Guard Supervisors to discuss the Post Orders and ensure the Guard is familiar and understands their Post responsibilities as well as identifying any deficiencies and corrective training required.

3.2.1.3. Shift Supervisors shall also observe the Guards' actions when vehicles or pedestrians request access to ensure they demonstrate sound competencies of Maritime Security measures.

3.3. *The Company should provide a vehicle (1) for the Shift Supervisor.* The total number of vehicles for this contract is anticipated to be 1. The Supervisor vehicle shall be labeled with 4' black letters on each side of the vehicle as (name of your Company) XXXXXXXX SECURITY PATROL. This includes the front, rear, and forward doors on either side of the vehicle.

3.4. The Company shall provide all guards with sufficient uniforms for duty for a work week. This includes uniform shirts, pants, one (1) ball cap, rain gear, and safety vest. The uniforms are described as follows;

- 3.4.1. All guard uniforms shall be easily distinguishable and not look similar to the ASPA Police Department uniforms. Guard company patches shall be worn on the uniform sleeves, centered on the outer portion of the sleeve approximately 1" below the shoulder seam.
- 3.4.2. Each guard shall have a name tag of name patch worn on their outer garment. The Name tag shall be 1"X 4" with a black background and their last name in 3/4" white letters worn directly over the right breast pocket.
- 3.4.3. All guards shall wear a mesh reflective yellow/lime safety vest at all times while on duty. The vest shall have the word "Security" in 2" black letters on the front (vertical or horizontal) and Security in 4" letters horizontally on the back.
- 3.4.4. All guards shall be issued reflective yellow/lime rain gear jackets. The rain gear shall have the word "Security" in 2" black letters on the front (vertical or horizontal) and Security in 4" letters horizontally across the back.
- 3.4.5. Guard footwear (not required to be provided by the Company) shall be black in color, if the shoes have laces they shall be black in color. Black sneakers round toed black shoes, or black round toed boots are acceptable. Open toed shoes are not permitted. Heels greater than 1" are NOT permissible.

3.4.6. Guards shall be issued Baseball style hats for eye and sun protection. The ball caps shall match the uniform color.

3.4.7. Jewelry, pins, and/or other unauthorized accoutrements may not be worn on the guard's uniform wear with the exception of the flag of the United States which shall be of traditional Red, White, and Blue in color, and no greater than 1" by 1/2" in size over the left breast pocket.

3.4.8. Sunglasses are permitted to be worn during daylight hours, reflective or mirrored lenses are not permitted to be worn while on duty at the ASPA facilities.

3.4.9. Uniforms acceptable to the ASPA shall be neat, clean, properly fitting, and not wrinkled. Propose to submit sample pics of proposed uniforms.

3.4.10. Maintain a professional appearance and constant awareness performing security service duties

3.5. The Company shall provide Guards at Post locations and total times as follows;

Location	Days and Times	Total Hours by post
Main Docks - Inbound Lane #1	Seven days per week	168
Main Docks - Inbound Lane #2	Five days per week	50
Main Docks – Outbound Lanes	Five days per week	50
Blakeley Terminal	Five days per week	50
Pinto Steel Terminal	Seven days per week	168

McDuffie Coal Terminal Main Gate	Seven days per week	168
McDuffie Coal Terminal Ezra Trice Gate	Seven days per week	168
McDuffie Coal Terminal Construction Gate	Five days per week	50
Mobile Middle Bay – Restricted Access Gate	Seven days per week	168
Mobile Middle Bay – Front Gate	Five days per week	50
Liquid Bulk Terminal	Seven days per week	168
Two (2) Guard Supervisors 1 Supervisor Vehicle	Five days per week 2 - 8 hour shifts per day	80
	Total Weekly Hours	1338

3.6.

3.6.1. Facilities and posts may be added or deleted without notice, as deemed appropriate by the ASPA.

3.6.2. At least one member of account management staff, either manager or assistant manager, shall be available, on-call via cell phone, twenty-four hours per day, seven days per week, including all holidays.

3.6.3. Alabama Port Authority Police Department Policy or procedural violations shall be documented and corrected immediately.

3.6. Corrective action for Guard non-compliance with this document.

10.6.1 Progressive penalties and removal from site, when appropriate for individual Guards that fail to properly supervise access –

3.6.1.1.1st offense – written reprimand – On the Job Refresher Training (OJT) by shift supervisor within 3 working days of the noted violation.

3.6.1.2.2nd offense – written reprimand - removal for one unpaid shift – contractor to provide 4 hours port security refresher training but not on port time. The contractor to credit port for the value of one full shift (fully loaded hourly rate) as a penalty. Replacement cost for the removed Guard is billed at straight time pay.

3.6.1.3.3rd offense – immediate removal from ASPA site – contractor to credit port for the value of two full shifts (fully loaded hourly rate) penalty. The Guard Company Shift Supervisor shall replace the dismissed Guard for the remaining of the shift.

10.6.2 Guard impaired, intoxicated, or unfit for duty shall be immediately removed from the ASPA facilities and not permitted to work as a Guard for the ASPA. Termination of the guard plus the contractor to credit port the value of one full shift (fully loaded hourly rate) penalty. Replacement Guard or Shift Supervisor arrives shall cover the remainder of shift at the regular rate of pay to the ASPA.

3. Guards sleeping on duty is grounds for removal from ASPA site once a replacement arrives. Company to credit port for the value of one full shift penalty cost. Guard to be counseled for first violation, Termination is required for a second violation.

7. If more than three (3) guards are removed from the ASPA duty assignment in a six

(6) month period for the described violations within this RFP is cause for cancellation of contract at the Port's discretion.

8. Guards that don't meet required uniform standards – required to leave the post and return with the proper uniform. The Shift Supervisors shall cover the vacant post until replacement guard arrives in proper uniform. The Guard Company shall not bill the ASPA for the time the Guard has left the property.
9. DUI conviction for guards / supervisors / manager – Any Guard Company employee *shall not operate any vehicle on ASPA property* if guard's driver's license is currently suspended or under DMV supervision with a restricted driver's license.
10. Contractor shall perform and ensure that all Maritime Transportation Security Act (MTSA) and Alabama State Port Authority's Facility Security Plan Requirements for access control are met and kept in regulatory compliance. Should the Contractor believe that the regulatory compliance is not being met, it is incumbent upon them to notify the Chief of Police of their concern and collectively work towards compliance, if necessary.
11. Ensure regulatory compliance of Title 33 CFR Part 105 as it related to access control procedures. Detailed security duties are located in Appendix A of this RFP.

11. SUBMITTAL REQUIREMENTS

Any Company wishing to be considered is required to submit the following documentation in a bid response package in the order listed below:

1. Letter of interest (LIMITED TO ONE [1] PAGE) Include in the Letter of Interest the following;
 - 1.1. Understanding of the project
 - 11.1.2 Alabama Guard License
 3. Number of years in the guard business
 4. Number of years in business with maritime security contracts
 5. Number of maritime security contracts for the past 10 years
 6. Office location which will manage the contract
 7. Office location of the State Qualified individual to manage the contract
 8. The name of the individual that is authorized to enter into the contract
2. Company Profile (LIMITED TO FOUR [4] PAGES)
 - 2.3. General and specific experience of the Company to perform security services on Seaport Security and terminals regulated by Title 33 CFR Part 105.

- 2.4. Include a description of the maritime security training the Company plans to provide both initially and annually, including hours for each session. Ensuring compliance with quality training and employees for 33 CRF PART 105 is a key factor for consideration of annual contract extensions
 - 2.5. A description of your process for transitioning existing guards with new Guards should the existing Guards not meet your Company's hiring standards. Also discuss your on boarding process for new guards to backfill vacancies created by a guard's separation of service from your firm.
 - 2.6. General capabilities of the Company and how you propose to communicate with the ASPA on a weekly basis.
- 3. A description of the Proposer's personnel who will be assigned to the work detailed in the Scope of Duties, including each individual's professional qualifications (education, registrations, and professional affiliations), and pertinent experience. (LIMITED TO ONE [1] PAGE)
 - 4. Staffing plan and organization chart, including participation of principals compared to associates. (LIMITED TO ONE [1] PAGE).

2. ADDITIONAL REQUIRED DOCUMENTATION

Additional documentation is to be submitted with the Bid Package in order to be considered as acceptable to the Alabama State Port Authority. Bid Packages that are not acceptable to the Alabama State Port Authority will not be considered for an award. The following forms must be completed and submitted:

- 2.1. (FORM 1) PRICE PROPOSAL The Price Proposal shall be completed and signed by the Individual Authorized to enter into a contractual agreement with the Alabama State Port Authority
- 2.2. (FORM 2) UNIFORM BID PRICING (signed by the individual authorized in the Cover Letter)
- 2.3. AFFIDAVIT AND CERTIFICATE OF COMPLIANCE
- 2.4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS
- 2.5. CERTIFICATION REGARDING LOBBYING
- 2.6. DISCLOSURE STATEMENT
- 2.7. INSURANCE CERTIFICATES (an ACCORD certificate [s])

13. PROPOSAL SCORING

- 13.1. The Alabama State Port Authority staff will review each proposal to determine if

the Proposals are responsive to the requirements outlined in this solicitation. Only proposals submitted in compliance with the requirements of this RFP will be reviewed. Failure to comply with these requirements may cause the proposal to be declared non-responsive. The Security Company may be asked to clarify the information provided in the proposal. This will not be an opportunity to submit new information or modify and already submitted response.

13.2. The Alabama State Port Authority Staff will evaluate all proposals and rank the on a scale of 0 to 100 according to evaluation factors in subsection 5 of this Section. This evaluation will be made solely based on the proposal and supporting documents submitted. Each proposal evaluation criterion will have a value from one to the maximum point value. A perfect score is 100 points. At the Port Authority’s sole discretion, up to three (3) Proposers may be invited to make oral presentations prior to final selection. These presentations will be scheduled at the Port Authority’s convenience. The Alabama State Port Authority is not liable for any costs incurred by the Proposer in connection with developing the proposal or oral presentation costs. The Alabama State Port Authority is not required to contact a Proposer to obtain additional information to evaluate the proposal.

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13.3.The following criteria will be used for the ranking by The Alabama State Port Authority:

EVALUATION FACTORS	MAX POINT VALUE
Letter of Interest	5
Company Profile including office location or relocation into Mobile AL.	15
General and specific maritime experience	20
Plan for hiring, retaining and training guard staff	15
Proposer’s Capability to Preform - personnel assigned to manage the account, staffing plan, and organizational chart	15
Price	30
MAXIMUM AVAILABLE POINTS	100

14. ADDITIONAL SELECTION CRITERIA

- 14.1.** Letter of Interest – demonstrates a clear understanding of the requirements outlined in Section 12.1
- 14.2.** Company Profile – Describe the size, capabilities, and experience that brings added value to the ASPA’s maritime security posture.
- 14.3.** General and specific Maritime experience over the past 10 years.
- 14.4.** Describe your company’s approach to maritime security training, transitioning into a new contract as far as hiring and/or retaining or releasing existing guard staff, and your proposed plan to establish regular communications with the Port Police and your Guard Supervisors
- 14.5.** Ability of Proposer to provide competent personnel as outlined in the RFP and meet or exceed requirements. Local presence of the Company (office located within 75 miles of the ASPA, Maritime Security Experience, etc.) Preference will be given to bidders with an address located within Mobile County, Al or to have established an office within Mobile County Al. within 30 days of contract award.

15. EVALUATION OF PROPOSALS

- 15.1.** Proposal Response Page Limit. Proposer shall not exceed 7 pages for your response which does not include the Cover Sheet. The Cover Sheet shall include the Project Name, Project Number, the ASPA Project Managers Name, and your Company’s name and contact information. There are a number of required forms that must be completed and submitted and are listed in Section 13 and are included in the Appendix of this RFP.
- 15.2.** The Alabama State Port Authority will review the submitted proposals to ensure that they are responsive, meet the page limit specified in Section 4, and satisfy the minimum requirements. Proposals deemed unresponsive will be returned to Proposer with a brief explanation of the reason for rejection. Alabama State Port Authority senior staff will independently evaluate and rank each proposal in accordance with the proposal evaluation criteria contained within this RFP.

16. AWARD

The Alabama State Port Authority will make an award based on Proposer’s ability to meet Alabama State Port Authority’s needs and requirements based on the proposal evaluation criteria. It is the Port Authority’s intent to award the Proposer Company, which, in the Port Authority’s sole opinion, is the most qualified and capable of providing the best overall service consistent with the goals and objectives within this RFP.

17. NEGOTIATION WITH SUCCESSFUL PROPOSER

The successful Proposer shall provide a schedule of proposed rates and costs as a component of the bid package submittal (included in Form 2). These rates and costs may be used in the negotiation of fees and shall remain in effect throughout the length of this Agreement. Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified to by a certified public accountant. Profit shall be applied only to direct labor plus overhead.

18. AGREEMENT

It is understood that this RFP does not constitute an agreement or contract between the Proposer and the Alabama State Port Authority. The official contract or agreement is not binding until the proposals are reviewed, a Bidder is selected and approved by the Alabama State Port Authority Board of Directors. If a proposal (s) is found to be acceptable by Alabama State Port Authority, a contract may be awarded to the responsible Proposer whose proposal is determined to be in the best interest of the Port Authority.

END OF INSTRUCTIONS TO PROPOSERS

FORM 1 – PRICE PROPOSAL

PROPOSAL FOR THE ALABAMA STATE PORT AUTHORITY CONTRACT GUARD SERVICES

SUBMITTED BY:

Proposer's Name: _____

Address: _____

City, State and Zip Code: _____

Phone: _____

E-mail: _____

1. The undersigned, hereinafter called Proposer, in compliance with the "Request for Proposal" accepting all of the terms and conditions of the "Instructions to Proposers," proposes and agrees, if awarded the Contract, to enter into an Agreement with the Owner in the form of Agreement included in the Request for Proposal Documents, means of transportation and labor necessary to complete the work to be performed under this Contract, in full and complete accordance with the noted, described and reasonably intended requirements of the Request for Proposal Documents, to the full and entire satisfaction of the Owner, for the amounts contained in the Price Proposal.
2. This Proposal will remain open for ninety (90) days after the day of Proposal delivery date detailed in the "Instructions to Proposers". If contract is to be awarded; Notice of Award will occur within sixty (60) days of bid opening.
3. In submitting this Proposal, Proposer represents that:
 - a. Proposer has become thoroughly familiar with the terms and conditions of the Request for Proposal Documents accepting the same as sufficient to indicate understanding of all the conditions and requirements under the Contract which will be executed for the Services/Work.
 - b. Proposer has examined the site and locality where the Work is to be performed, the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and have made such independent investigations as Proposer deems necessary.
 - c. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or

corporation to refrain from submitting a proposal; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.

d. No member of the Alabama State Port Authority or other officers or employees of said Owner is interested directly or indirectly in the Proposal or in any portion of the Proposal nor in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such Proposal.

e. The description under each bid item, being briefly stated, implies, although it does not

FORM 1 – PRICE PROPOSAL (continued)

mention all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Proposer's obligations as described in the proposed design build specifications. The proposer has based this price on the services described in the RFP will not seek changes orders. It is understood that from time to time the ASPA will request additional guard service hours which will be paid at the fully loaded rates proposed in Form 2. Changes will only be considered for unforeseen environmental conditions, changes of operational conditions, additions or deletions of guard posts needs by the Alabama State Port Authority

4. Contract Time: Proposer agrees that:

- a. The work will commence within 30 calendar days from the Notice of Award being issued.
- b. The Contractor will commence work with an adequate force and equipment at the time stated in the Notice of Award

5. Total Bid: For the Contract Guard Services as set forth in the Request for Proposal documents, and Addendum Number(s) _____ for the sum of: _____ Dollars.

6. Signature of Authorized Individual X _____

7. Printed Name and Title of Signer: _____

8. Date:

(Failure to furnish all requested data will be cause for considering Proposer non-responsive and may render this Bid invalid on that basis.)

FORM 2 – UNIT PRICES

1.1 BID INFORMATION

1.1.1 Bidder: _____.

1.1.2 Retain and edit "Prime Contract" Paragraph below for multiple-prime contract.

1.1.3 Owner: Wayne Keener: Chief of Police

1.1.4 Owner Project Number: ASPA-PD-2025-01

1.2 BID FORM SUPPLEMENT

Minimum Hourly Rates

1.2.1 The minimum hourly rates to be paid to employees or subcontractors are as follows:

1.2.1.1 Guards (number TBD) - \$15.00 per hour

1.2.1.2 Shift Assigned Supervisors (2) - \$17.50 per hour

L o c a t i o n	Days / Times	Total Hours	Loaded Rates per Hour	Total Cost per Post
Main Docks - Lane #1	7 days X 24 hrs	168	\$	\$
Main Docks - Lane #2	5 days X 10 hrs	50	\$	\$
Main Docks – Outbound Lanes	5 days per week 10 hrs per day	50	\$	\$
Blakeley Terminal	5 days per week 10 hrs per day	50	\$	\$
Pinto Steel Terminal	7 days X 24 hrs	168	\$	\$
McDuffie Coal Terminal Main Gate	7 days X 24 hrs	168	\$	\$
McDuffie Coal Terminal Ezra Trice Gate	7 days X 24 hrs	168	\$	\$
McDuffie Construction Gate	5 days X 10	50	\$	\$

Mobile Middle Bay Restricted Access Gate	7 days X 24 hrs	168	\$	\$
Mobile Middle Bay Ft.	5 days per week	50	\$	\$
Liquid Bulk Terminal	7 days per week	168	\$	\$
Two (2) Guard Supervisors	5 days per week 2- 8 hour shifts/day	80	\$	\$
			Total Bid Cost	\$

FORM 2 – UNIT PRICES (This form is required to be attached to Bid Form 1)

The undersigned Proposer offers the amount per hour below be added to or deducted from the Contract Sum for hours worked to adjust the actual measurement of time for an individual's Work. The Unit Prices may be utilized to expand and or reduce the scope of work and utilized to negotiate subsequent years of extended annual contract renewals.

3. Unit Price for Fully Loaded Hourly Labor Rates.

1.3.1 Guard Rate (\$_____) per hour.

1.3.2 1.3.3 Guard Supervisor Rate (\$_____) per hour.

1.3.4 Overtime Rate Multiplier is (1.X)per hour.

SUBMISSION OF BID SUPPLEMENT

Respectfully submitted this _____ day of _____, 2025.

Su
b
mi
tte
d
By _____
: (Insert name of bidding firm or corporation)

Authorize
d

Signature: _____

(Handwritten signature)

Signed By: _____

(Type or print name)

Title: _____

(Owner/Partner/President/Vice President)

Date:

FORM 3 - AFFIDAVIT AND CERTIFICATE OF COMPLIANCE

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 _____, 2025.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

**FORM 4 -CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature / Authorized Certifying Official

Typed Name & Title

Applicant / Organization

Date Signed

FORM 5 - 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date