

INVITATION FOR BID
January 12, 2023

INVITATION FOR BID NUMBER	IFB 23-004
NAME OF BID	Canal Brush & Tree Mulching Services
BIDS WILL BE RECEIVED AT	MAWSS Bid Box Donaghey Business Entrance 4725A Moffett Road or PO Box 180249 Mobile, AL 36618
MANDATORY PREBID	January 24, 2023 at 10:30 am in the Board Room
BID OPENING DATE	February 8, 2023
BID CLOSING TIME	10:30 am Central Time
AWARD WILL BE MADE BY	Total Cost
MATERIAL DELIVERED TO	Job Site as Required
ADDITIONAL INFORMATION CONTACT	Steve Davis (251) 463-7021 or Email sdavis@mawss.com or Brad Felps (251) 525-6453 or Email bafelps@mawss.com
APPLICABLE SDP POLICY	17-01

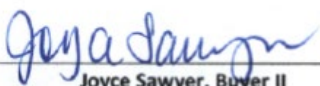
Sealed bids must be in the Purchasing Department no later than the time specified in order to be considered. Submissions received after the deadline will not be considered. Envelopes must bear the name of the supplier, company address and the words “IFB 23-004 Canal Brush & Tree Mulching” or “IFB 23-004 NO QUOTE.” Facsimile or email bids will not be accepted.

All bids must be submitted on the attached forms or your bid will be disqualified. Bidder shall furnish all the information required by the solicitation. The bidder’s name must be typed or printed on the bid sheet, and signed by the bidder or appropriate authorized executive officer of the bidder’s company. Bidders must initial any changes or erasures. Bidders should retain a copy of bids for their records.

Bidders shall acknowledge receipt of all addenda to this solicitation by signing and returning each addendum or by identifying the addendum number and the date on the bid form. Failure to acknowledge receipt of any addendum by a bidder will result in rejection of the bid if MAWSS determines that the addendum contains information that materially changes the requirements.

All bids shall be quoted FOB Destination, freight prepaid with no additional charges. Unless otherwise specified in the bid, all prices will be on a firm-fixed price basis and are not subject to adjustments based on costs incurred. MAWSS reserves the right to reject any or all bids submitted, to waive any informality in any bid or in the bid process, or to terminate the bid process at any time, if deemed by MAWSS to be in MAWSS’s best interest.

A Purchase Order and this “Invitation for Bid” with “Specifications,” “Conditions,” “Bid Form,” signed by the successful bidder’s authorized representative, and all attached drawings and other documents furnished by MAWSS to the bidders with the Invitation for Bid in order to illustrate the contract requirements, will constitute a contract for the goods and/or services to be purchased.


Joyce Sawyer, Buyer II
Board of Water and Sewer Commissioners

IFB 23-004 CANAL BRUSH & TREE MULCHING CONDITIONS

The Board of Water and Sewer Commissioners of the City of Mobile will accept bids for **Canal Brush & Tree Mulching** in our Purchasing Department Bid Box located at 4725 Moffett Road Suite A, Mobile, AL 36618 no later than **10:30 a.m. local time on February 8, 2023**. Award will be by **Total Cost**. The bidder offers and agrees, if this bid is accepted, to furnish the items as defined in the specifications for the unit price set opposite each item. Pricing shall be FOB Mobile, Alabama. All items shall be delivered or services rendered to the job site as needed.

A **mandatory Pre-Bid meeting** will be held between representatives of Contractor and representatives of MAWSS prior to the bid opening. The Pre-Bid is scheduled for **10:30 am on January 24, 2023**, in the **MAWSS Operations Center Board Room**.

Bidder understands that his/her bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

A bidder may not modify its bid after bid opening. Errors in the extension of unit prices stated in a bid or in multiplication, division, addition or subtraction in a bid may be corrected by the MAWSS Purchasing Buyer prior to award. In such cases, unit prices shall not be changed.

It is the responsibility of the bidder to determine prior to the bid opening whether any amendment, additions, deletions or changes of any type have been made to this Invitation for Bid, Conditions, Specifications, Bid Form or any of the or bid documents. Bid documents and any amendments made to this bid will be posted on our website at www.mawss.com.

A copy of the SDP (Supplier Diversity Program) policy that applies to this Invitation For Bid can be furnished upon request. It is the responsibility of the bidder to read and meet the requirements of this policy. Please contact the Supplier Diversity Program Manager, Felicia Thomas, at 251-694-3194 or fthomas@mawss.com for any questions regarding this policy. **Bidders MUST acknowledge receipt of this policy and submit all the required documentation with the bid proposal.** Important SDP Policy excerpts:

“Contractors bidding on MAWSS projects or other contracts must list all Diverse Contractors/Suppliers subcontractors and suppliers on the Subcontracting Plan form submitted in the bid package and sign the form. When preparing a bid, the bidding Contractor must obtain firm prices from all Diverse Contractors/Suppliers. The bid package must include correspondence from each Diverse Contractor/Supplier on the Diverse Contractor/Supplier’s letterhead in which the Diverse Contractor/Supplier confirms negotiated terms for the subcontract or supply contract, including compensation and a brief description of the scope of work or the items to be supplied.”

“If a Contractor bidding for a MAWSS contract is unable to meet the 15% goal for Contractor/Supplier Diversity participation for the contract, the Contractor must note this on the Subcontracting Plan form, state what percentage of the goal was achieved, if any, and sign the form. The Contractor must also submit an Affidavit of Contractor’s Good Faith Efforts to Meet Supplier Diversity Goals with the bid package setting forth the reasons the goal could not be achieved for this contract. The Affidavit must include names, addresses, and contact information for each Diverse Contractor/Supplier contacted, a description of information provided to each, and a statement regarding each as to why an agreement for a subcontract or supply contract was not reached. The Affidavit must include description of the good faith efforts made to obtain Diverse Contractor/Supplier participation, referencing the factors listed below. Documentation supporting the statements in the Affidavit must be attached thereto.”

“Contractors are required to use Diverse Contractors/Suppliers only in the areas for which the Diverse Contractors/Suppliers are certified.”

“The Contractor **must file a written report** with MAWSS’s Supplier Diversity Office with a copy delivered to Accounting **once a month** documenting the Contractor’s continuing compliance with the MAWSS Supplier Diversity Program. This report will list all Diverse Contractor/Supplier’s subcontractors and supplier’s currently performing work or providing supplies for the contract.”

A copy of the SDP (Supplier Diversity Program) policy that applies to this Invitation For Bid can be found on our website by clicking on the following link:

[https://www.mawss.com/uploads/final---supplier-diversity-17-01---approved-1-7-21-\(updated-changes-2-3-2021\).pdf](https://www.mawss.com/uploads/final---supplier-diversity-17-01---approved-1-7-21-(updated-changes-2-3-2021).pdf).

END OF CONDITIONS

IFB 23-004 CANAL BRUSH & TREE MULCHING SPECIFICATIONS

This bid is for brush and tree mulching services for drainage areas on the water canal in the north Mobile county area.

- This bid will be based on a day rate price for two types of equipment required to meet the needs of this project. The day rate price for both types of equipment will be broken out separately, and each piece of equipment will only be billed if used each day and approved by the site inspector.
- MAWSS will not be billed for any equipment on the site that is out of service. There should be no pull-offs, unless approved by Steve Davis.
- No work shall be done during rainy weather or if the ground is oversaturated.
- Bids must include both day rates and equipment models to be used.
- Day rate price is to include all labor, fuel costs, pick up and drop fees, etc. There will be no further costs to be paid for by MAWSS other than approved day rates.
- All bidders **must** attend the **mandatory pre-bid meeting** scheduled for 10:30 am on January 24, 2023.
- Sealed bids are due no later than 10:30 am on February 8, 2023.
- **Site visitation** before bidding is also **mandatory**. This can be arranged immediately following the pre-bid meeting or scheduled with Steve Davis for a different date & time at (251) 463-7021 or by email at sdavis@mawss.com.
- Equipment required for services are to include:
 1. High impact cabbed skid steer with drum style mulching head with a minimum 90 hp. Ex. John Deere 331 G-series or equivalent*.
 2. Excavator with drum style mulching head with a minimum 55 hp. Ex. John Deere 85G or equivalent*.

*Equivalency is at MAWSS' sole discretion based on all applicable factors. Examples of equivalency factors include but are not limited to size, mobility, and reach.
- Once approved and awarded, the Contractor is expected to mobilize and start work within 14 calendar days of being contacted by the site supervisor. Once work has started, work shall be performed until finished with no pull-offs or shutdowns unless approved or authorized by the site inspector.
- Contractors will be held responsible for any damage to MAWSS property.

END OF SPECIFICATIONS

**IFB 23-004 CANAL BRUSH & TREE MULCHING
INSURANCE REQUIREMENTS**

- A. **General:** The Supplier shall provide insurance in accordance with the required specifications. A current certificate of insurance must be provided with your bid. MAWSS does not need to be named as an additional insured on this certificate.
- B. **Supplier Coverage:** The Supplier shall not commence work under this 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 Supplier allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. If the subcontractor does not take out insurance in his own name, the Supplier shall provide such insurance protection for the subcontractor and such subcontractor's employees.
- C. **Casualty Insurance:** The following insurance coverages (with limits not less than specified herein) shall be maintained by the Supplier for the duration of the Contract, affording coverage for any claim arising out of Supplier's operations herein, whether by the Supplier or by any subcontractor or by any Employee or Agent of either:
1. Claims of employees under Worker's Compensation and other similar employee benefit acts, including claims because of bodily injury, occupational sickness or disease, or death.
 2. Claims arising out of bodily injury, sickness, disease, or death of any person other than employee.
 3. Claims for damages arising out of libel, slander, false arrest, detention or imprisonment, malicious prosecution, defamation or violation of right of privacy, wrongful entry or eviction or other right of private occupancy, including claims as a result of an offense related to the employment of a claimant by Contractor (so-called "Personal Injury").
 4. Claims arising out of damage to or destruction of tangible property, including loss of use.
 5. The Supplier shall furnish certification of insurance and policies verifying that the above coverages are in effect before commencing any work, and that each policy is endorsed to give the Owner 30 days notice in writing in the event of cancellation or material change therein.

Policies of Insurance shall state that the Owner and the Owner's employees be named as additional insureds on the Supplier's Automobile Liability and Commercial General Liability policies. In respect to Worker's Compensation, a Waiver of Subrogation shall be issued in favor of the Owner. Where applicable, the U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy. Where applicable, the Maritime Coverage Endorsement (to include coverage under Jones Act) shall be attached to the policy. Both the U. S. Longshore and Harborworkers and the Maritime Coverage shall have limits equal to or greater than the employer's liability coverage.

6. Rated by AM Best – A- or better. For non-admitted companies, a rating of A or better by AM Best.
 - a. At the discretion of the Board, worker's compensation insurance may be placed through a qualified worker's compensation self-insurance fund.

b. **Limits of Liability:**

Worker's Compensation	Statutory
Employers' Liability	\$500,000 Each Accident \$500,000 by Disease, Policy Limit \$500,000 by Disease, Each Employee
Commercial Automobile	\$1,000,000 Each Accident Bodily Injury and Property Damage Combined Business Auto Includes All Owned, Leased, Hired and Non-Owned Automobiles
Commercial General Liability	\$1,000,000 per Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate per Project \$2,000,000 Products & Completed Operations Aggregate \$100,000 Fire Damage Liability

Umbrella Liability: In addition to the basic limits previously set out for Commercial General Liability, Products and Completed Operations, Automobile Liability and Worker's Compensation, coverage shall be issued with a "pay on behalf of" wording, including Personal Injury and other extensions, and provide coverage at least as broad as that afforded by the primary insurance policies.

Extensions (only if applicable):

Blanket Contractual Liability	Blanket Collapse and Underground Coverage
Personal Injury	Broad Form Property (including Completed Operations)
Host Liquor Liability	Employees as Additional Insureds
Non-owned Watercraft Liability	Incidental Medical Malpractice
Worldwide Products	Extended Bodily Injury (Assault and Battery)
Fire Legal Liability	
Newly Acquired Organizations	

When and if the use of explosives for blasting purposes appears necessary or desirable, such methods shall not be undertaken without written authorization of the Owner, and then only provided that acceptable extensions of liability coverage have been obtained specifically to include the explosion ("X") hazard and the collapse ("C") hazard. The policy of general liability shall include the special underground property damage coverage (providing the so-called "U" hazard) on a blanket basis.

D. **Owner's Protective Liability:** The Supplier shall furnish from a carrier acceptable to the Owner, a policy of liability insurance, commonly called "Owner's Protective Liability" in the name of the Board of Water and Sewer Commissioners of the City of Mobile, d/b/a MAWSS, providing "Independent Contractor's Coverage" for the operations embraced by this Contract with limits of \$1,000,000 bodily injury and \$1,000,000 property damage. Policy shall be endorsed that the premium is to be paid by the named Supplier.

END OF INSURANCE

**IFB 23-004 CANAL BRUSH & TREE MULCHING
SDP POLICY ACKNOWLEDGEMENT**

A copy of the SDP policy that applies to this Invitation For Bid has been included in this package. It is the responsibility of the bidder to read and meet the requirements of this policy. Please contact the Supplier Diversity Program Manager, Felicia Thomas, at 251-694-3194 or ftthomas@mawss.com for any questions regarding this policy. **Bidders MUST acknowledge receipt of this policy and submit the all required documentation with the bid proposal.**

Bidders shall take all necessary and reasonable steps in accordance with this Policy to ensure that Diverse Contractors/Suppliers have the maximum allowable opportunity to compete for subcontracts and contracts for services, supplies, or other goods. Bidders shall not discriminate in awarding subcontracts and supplier contracts on the basis of race, color, national origin, ethnicity, or sex, during the bid process as well as during performance of a MAWSS contract.

The following documentation must be included in the bid proposal.

- SDP Policy Acknowledgement **and**
- SDP Subcontracting Plan **and**
- Written correspondence from each Diverse Contractor/Supplier

OR

- SDP Policy Acknowledgement **and**
- SDP Subcontracting Plan **and**
- Affidavit of Contractor’s Good Faith Efforts to Meet Supplier Diversity Goals **and**
- Documentation supporting the statements in the Affidavit

Please refer to the attached policy for more information regarding these requirements as well as all other requirements of this policy.

The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the all of the requirements of this policy.

Company Name _____

Submitted By _____ Title _____
Please Print

Signature _____ Date _____

**IFB 23-004 CANAL BRUSH & TREE MULCHING
SDP SUBCONTRACTING PLAN**

In order for your proposal to be considered, must complete all blanks in this Subcontracting Plan and sign with a handwritten signature where indicated below and include this form in your proposal.

Failure to fill in the blanks on this Subcontracting Plan and/or to include a handwritten signature will be cause for rejection of your bid.

It is MAWSS's goal that in all contracts, contractors shall make a demonstrated good faith effort to award 15% of the contract amount to certified Diverse Contractors/Suppliers as subcontractors and/or suppliers performing commercially useful functions which are consistent with contract requirements.

Copies of MAWSS SDP Policy 16-01 (for public works projects), SDP/Supplier Diversity Policy 17-01 (for contracts for other goods and services), MAWSS's list of Diverse Suppliers, and lists of organizations that have information on Diverse Suppliers are available from MAWSS's Supplier Diversity Office (251-694-3194).

STATE WHAT PERCENTAGE OF THE WORK FOR THIS CONTRACT YOU PLAN TO AWARD TO SDP/DIVERSE SUPPLIER SUBCONTRACTORS AND/OR VENDORS	TOTAL %
ESTIMATED TOTAL DOLLAR AMOUNT TO BE AWARDED TO SDP/DIVERSE SUPPLIER	TOTAL \$
AMOUNT BID FOR THIS CONTRACT	TOTAL \$

If the above percentage is zero or is less than 15%, be sure to include your Affidavit of Contractor's Good Faith Efforts to Meet Subcontractor / Vendor Diversity Goals and all supporting documentation in your bid package.

Please list below all subcontractors and suppliers which you plan to use for this contract. Also indicate which of these are SDPs / Diverse Supplier by writing "Yes" or "No" where indicated. Also list for each the percentage of the total contract amount to be performed by each and the certification group the SDP / Diverse Supplier is certified with. Attach additional sheets if needed. (If you are not using any subcontractors or vendors, you will need to write "zero" below and sign the form.)

SUBCONTRACTOR/VENDOR NAME	SDP/DIVERSE SUPPLIER (Yes or No)	% OF CONTRACT	CERTIFICATION GROUP (MAWSS, ALDOT, ADECA, SRMSDC, BCIA)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CAUTION: ACCURATELY COMPLETE ALL PARTS OF THIS FORM AND SIGN BELOW.

WE WILL EXERCISE GOOD FAITH TO COMPLY WITH THIS PLAN AND MAWSS' SDP REQUIREMENTS.

BIDDER

BY

**IFB 23-004 CANAL BRUSH & TREE MULCHING
BID SHEET**

High impact cabbed skid steer Day Rate \$ _____

Equipment Make & Model _____

Excavator Day Rate \$ _____

Equipment Make & Model _____

Estimated time for job completion: _____

Payment Terms: _____

Company Name _____

Address _____

City, State, Zip _____

Submitted By _____ Title _____
Please Print

Phone _____ Email Address _____
Please Print

The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the all of the terms and conditions of this agreement.

Signature _____ Date _____