

Mobile Area Water and Sewer System

4725 Moffett Rd Suite A Mobile, AL 36618-2236

PO Box 180249 Mobile, AL 36618-0249

## INVITATION FOR BID April 30, 2024

| INVITATION FOR BID NUMBER      | IFB 24-016  |  |  |
|--------------------------------|---|--|--|
| NAME OF BID                    | Annual Contract for Aggregates, Various Size Limestone  |  |  |
| BIDS WILL BE RECEIVED AT       | MAWSS Purchasing Bid Box Donaghey Business Entrance 4725 Moffett Road or PO Box 180249 Mobile, AL 36618 |  |  |
| BID OPENING DATE               | May 16, 2024  |  |  |
| BID CLOSING TIME               | 10:30 am Central Time   |  |  |
| AWARD WILL BE MADE BY          | Total Cost  |  |  |
| CONTRACT PERIOD                | 7/1/24 through 6/30/25 with two 1-year extension options  |  |  |
| MATERIAL DELIVERED TO          | MAWSS Warehouse 1610 Shelton Beach Road Ext or Job Site Mobile, AL 36618                                |  |  |
| ADDITIONAL INFORMATION CONTACT | Corey McCoy (251) 404-2275 or Email: cmccoy@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 24-016 Aggregates" or "IFB 24-016 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 may 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 24-016 AGGREGATES, VARIOUS SIZE LIMESTONE CONDITIONS

The Board of Water and Sewer Commissioners of the City of Mobile will accept bids for **AGGREGATES**, **VARIOUS SIZE LIMESTONE** in our Purchasing Department Bid Box located in the Business Entrance at 4725 Moffett Road, Mobile, AL 36618 **no later than 10:30 a.m.** local time on **May 16**, **2024**. Bids will be opened immediately after bid closing time in the Operations Center Board room located at the Customer Service entrance. Award will be for **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 to our **1610 Shelton Beach Road Ext.**, **Mobile**, **AL 36618** or to **the job site as needed**. The bidder shall state the expected length of delivery time on the Bid Form.

All items provided shall be for commercial use and for the purposes reflected in the contract documents. No bid on closed out or discontinued item(s) will be accepted. Item(s) that have a determinable shelf life must be disclosed at the time of bid submittal.

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.

Bidder understands and agrees that quantities will be purchased by MAWSS on an "as needed" basis to replenish inventory. MAWSS shall not be committed to the purchase of a pre-established minimum quantity for any one item.

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 other bid documents. Bid documents and any amendments made to this bid will be posted on our website at <a href="https://www.mawss.com">www.mawss.com</a>.

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 make efforts to meet the goals of this policy. Please contact the Supplier Diversity Department at <a href="mailto:supplier.diversity@mawss.com">supplier.diversity@mawss.com</a> for any questions regarding the policy. Bidders <a href="mailto:supplier.diversity@mawss.com">MUST</a> acknowledge receipt of this policy by submitting the SDP Policy Acknowledgement <a href="mailto:and-to-supplier.diversity@mawss.com">and-to-supplier.diversity@mawss.com</a> for any questions regarding the Subcontracting Plan/Good Faith Effort form <a href="mailto:with the bid proposal">with the bid proposal</a>, regardless if using a Diverse Contractor/Supplier or not.

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

#### Reporting Requirements, if using a diverse contractor/supplier:

"The Contractor <u>must file a written report</u> with MAWSS's Supplier Diversity Office with a copy delivered to Accounting <u>once a month</u> 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.

<u>Invoicing Requirements:</u> MAWSS is requiring additional information for all work performed and services provided. On the vendor's invoice for payment should be a detailed listing of work performed, services provided, dates completed, locations involved and any other pertinent information needed to verify the work and/or services were completed in accordance to the bid specs. This additional information can be supplied in the form of detailed invoices, work orders, checklists or any other documents used to track the work performed or services provided but details must be included on the actual invoice. A copy of the invoice and these additional details must be sent to the "ADDITIONAL INFORMATION CONTACT" found on Page 1 of the bid documents and a copy emailed to Accounts Payable at <a href="https://example.com/Accts/Accts/Payable@mawss.com">Accts/Payable@mawss.com</a>.

#### **END OF CONDITIONS**

### IFB 24-016 AGGREGATES, VARIOUS SIZE LIMESTONE SPECIFICATIONS

#### Material Delivered F.O.B. Destination to:

Big Creek – 1450 Pumping Station Rd. Mobile, AL 36608 H.E. Myers WTP – 1475 Hubert Pierce Rd. Mobile, AL 36608 Shelton Beach Road Facility – 1600 Shelton Beach Rd Ext, Mobile, AL 36618 Jobsite – Inside Mobile County, AL

The purpose of this bid is to establish a contract, for a period of up to three years, for the purchase and/or delivery of various aggregates. Pricing to be listed for four (4) separate locations of Mobile County and listed as both purchase with and/or without supplier delivery. The award will be made by total cost.

#### Location 1 (Mobile County North of Airport Blvd.) excluding Big Creek and H.E. Myers WTP

- 1. #4 Limestone Rock
- 2. #57 Limestone Rock
- 3. #825 Class A Base
- 4. #825 Class B Base
- 5. Gabion Rip-Rap
- 6. Class 1 Rip-Rap
- 7. Class 2 Rip-Rap

### **Location 2 (Mobile County South of Airport Blvd.)**

#### **Location 3 (Big Creek Pumping Station & H.E. Myers WTP)**

- 1. #4 Limestone Rock
- 2. #57 Limestone Rock
- 3. #825 Class A Base
- 4. #825 Class B Base
- 5. Gabion Rip-Rap
- 6. Class 1 Rip-Rap
- 7. Class 2 Rip-Rap

- 1. #4 Limestone Rock
  - 2. #57 Limestone Rock
  - 3. #825 Class A Base
  - 4. #825 Class B Base
  - 5. Gabion Rip-Rap
  - 6. Class 1 Rip-Rap
  - 7. Class 2 Rip-Rap

### Location 4 MAWSS Yard (1600 Shelton Beach Road Ext, Mobile, AL 36618)

- 1. #4 Limestone Rock
- 2. #57 Limestone Rock
- 3. #825 Class A Base
- 4. #825 Class B Base
- 5. Gabion Rip-Rap
- 6. Class 1 Rip-Rap
- 7. Class 2 Rip-Rap
- 8. Oversized Rip-Rap

### **END OF SPECIFICATIONS**

## IFB 24-016 AGGREGATES, VARIOUS SIZE LIMESTONE INSURANCE REQUIREMENTS

- A. <u>General</u>: 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. <u>Supplier Coverage</u>: 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. <u>Casualty Insurance</u>: 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 and Employer's Liability. 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

Host Liquor Liability Operations)

Non-owned Watercraft Liability Employees as Additional Insureds Worldwide Products Incidental Medical Malpractice

Fire Legal Liability Extended Bodily Injury (Assault and Battery)

**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 24-016 AGGREGATES, VARIOUS SIZE LIMESTONE SDP POLICY ACKNOWLEDGEMENT\*

A copy of the SDP (Supplier Diversity Program) policy that applies to this Invitation For Bid has been included in this package. It is the responsibility of the bidder to read and make efforts to meet the goals of this policy. Please contact the Supplier Diversity Department at <a href="mailto:supplier.diversity@mawss.com">supplier.diversity@mawss.com</a> for any questions regarding the policy. Bidders <a href="mailto:supplier.diversity@mawss.com">MUST</a> acknowledge receipt of this policy and submit the documention <a href="mailto:withthe-bid-proposal">with the-bid proposal</a>.

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
- Subcontracting Plan

Please refer to the attached policy for more information regarding these requirements as well as all other requirements, if participating in the SDP Program.

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 | Please Print | Title |  |
| Signature    |              | Date  |  |

<sup>\*</sup>Required to sign and return with bid

# IFB 24-016 AGGREGATES, VARIOUS SIZE LIMESTONE SUBCONTRACTING PLAN/GOOD FAITH EFFORT\*

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 may 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 certified Disadvantaged Business Enterprises (SDPs) / Diverse Suppliers, and lists of organizations that have information on SDPs/Diverse Suppliers are available from MAWSS's Supplier Diversity Office by emailing <a href="mailto:supplier.diversity@mawss.com">supplier.diversity@mawss.com</a>.

| 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\$ |  |

Please list below all subcontractors and suppliers which you plan to use for this contract. Also indicate which of these are SDPs / Diverse Suppliers 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.

| SUBCONTRACTOR/VENDOR NAME                     | SDP/DIVERSE SUPPLIER<br>(Yes or No) | % OF CONTRACT  | CERTIFICATION GROUP (MAWSS, ALDOT, ADECA, SRMSDC, BCIA) |
|---|-------------------------------------|----------------|---|
|   |                                     |                |   |
|   |                                     |                |   |
|   |                                     |                |   |
|   |                                     |                |   |
| CAUTION: ACCURATELY COMPLETE ALL PARTS OF THI | S FORM AND SIGN BELOW.              |                |   |
| GOOD FAITH E                                  | FFORT AKNOWLEDGEI                   | MENT/AFFIDAVIT |   |
| I/WE EXERCISED GOOD FAITH TO COMPLY V         | VITH THIS PLAN AND N                | MAWSS' SDP REQ | UIREMENTS.  |
|   |                                     |                |   |
|   | BIDDER/CO                           | MPANY          |   |
|   | ВУ                                  | (Signature)    |   |

\*Required to sign and return with bid

# IFB 24-016 AGGREGATES, VARIOUS SIZE LIMESTONE BID SHEET

### Location 1 (North), Category 1 - Pricing

| (Deliver       | red to Jobsite)                                      | Location of Supplier Yard |               |       | <del></del> |
|----------------|--|---------------------------|---------------|-------|-------------|
| 1              | #4 Limestone Rock                                    | \$                        | ton           |       |             |
|                | #57 Limestone Rock                                   | \$                        | <del></del> . |       |             |
|                | #825 Class A Base                                    | \$                        | <del></del> . |       |             |
|                | #825 Class B Base                                    | \$                        |               |       |             |
|                | Gabion Rip-Rap                                       | \$                        |               |       |             |
| 6.             | Class 1 Rip-Rap                                      | \$                        |               |       |             |
| 7.             | Class 2 Rip-Rap                                      | \$                        |               |       |             |
|                |  |                           |               | TOTAL | \$          |
| <u>Locatio</u> | n 1 (North), Category 2 – Pricing                    |                           |               |       |             |
| (Picked        | up by MAWSS)   |                           |               |       |             |
| 1.             | #4 Limestone Rock                                    | \$                        | ton           |       |             |
| 2.             | #57 Limestone Rock                                   | \$                        | ton           |       |             |
| 3.             | #825 Class A Base                                    | \$                        |               |       |             |
| 4.             | #825 Class B Base                                    | \$                        | ton           |       |             |
| 5.             | Gabion Rip-Rap                                       | \$                        | ton           |       |             |
| 6.             | Class 1 Rip-Rap                                      | \$                        | ton           |       |             |
| 7.             | Class 2 Rip-Rap                                      | \$                        |               |       |             |
|                |  |                           |               | TOTAL | \$          |
|                | n 2 (South), Category 1 – Pricing<br>red to Jobsite) | Location of Supplier Yard |               |       |             |
| (= 0           |  |                           |               |       |             |
| 1.             | #4 Limestone Rock                                    | \$                        | ton           |       |             |
| 2.             | #57 Limestone Rock                                   | \$                        | ton           |       |             |
| 3.             | #825 Class A Base                                    | \$                        | ton           |       |             |
| 4.             | #825 Class B Base                                    | \$                        | ton           |       |             |
| 5.             | Gabion Rip-Rap                                       | \$                        | ton           |       |             |
| 6.             | P  | \$                        | ton           |       |             |
| 7.             | Class 2 Rip-Rap                                      | \$                        | ton           |       |             |
|                |  |                           |               | TOTAL | \$          |
| <u>Locatio</u> | n 2 (South), Category 2 – Pricing                    |                           |               |       |             |
| (Picked        | up by MAWSS)   |                           |               |       |             |
| 1.             | #4 Limestone Rock                                    | \$                        | ton           |       |             |
| 2.             | #57 Limestone Rock                                   | \$                        | ton           |       |             |
| 3.             |  | \$                        | ton           |       |             |
| 4.             | #825 Class B Base                                    | \$                        | ton           |       |             |
| 5.             | Gabion Rip-Rap                                       | \$                        | ton           |       |             |
| 6.             | Class 1 Rip-Rap                                      | \$                        | ton           |       |             |
| 7.             | Class 2 Rip-Rap                                      | \$                        | ton           | TOTAL |             |
|                |  |                           |               |       |             |

# IFB 24-016 AGGREGATES, VARIOUS SIZE LIMESTONE BID SHEET

### Location 3 (Big Creek Pumping Station or H,E. Myers WTP), Category 1 – Pricing

| (Deliver  | ed to the Site)  | Location of Supplier Yard             |                   |           |    |
|---|--|---------------------------------------|-------------------|-----------|----|
| 2.<br>3.<br>4.<br>5.  | #4 Limestone Rock<br>#57 Limestone Rock<br>#825 Class A Base<br>#825 Class B Base<br>Gabion Rip-Rap<br>Class 1 Rip-Rap | \$\$<br>\$\$<br>\$\$<br>\$\$          | ton<br>ton<br>ton |           |    |
|   | Class 2 Rip-Rap  | \$                                    |                   |           |    |
|   | Oversized Rip-Rap  | \$                                    |                   |           |    |
|   | p sp   | ,                                     |                   | TOTAL     | \$ |
| Location  | n 4 MAWSS Yard (1600 S   | helton Beach Road Ext, Mobile, AL 360 | 618), Category 1  | - Pricing |    |
| (Deliver  | ed to MAWSS Yard)  | Location of Supplier Yard             |                   |           | _  |
| 2.<br>3.  | #4 Limestone Rock<br>#57 Limestone Rock<br>#825 Class A Base   | \$<br>\$<br>\$                        | ton<br>_ton       |           |    |
|   | #825 Class B Base<br>Gabion Rip-Rap  | \$<br>\$                              |                   |           |    |
|   | Class 1 Rip-Rap  | \$<br>\$                              |                   |           |    |
|   | Class 2 Rip-Rap  | \$\$                                  |                   |           |    |
| 8.  |  | \$                                    |                   |           |    |
|   | P SP   | '                                     |                   | TOTAL     | \$ |
| Delive  | ry ARO   |                                       | Paym              | ent Terr  | ms |
| Compa   | any Name   |                                       |                   |           |    |
| Addres  | SS   |                                       |                   |           |    |
| City, St  | ate, Zip   |                                       |                   |           |    |
| Submit  | tted By  |                                       | Title             |           |    |
|   |  | Please Print                          |                   |           |    |
| Phone_  |  | Email Address                         |                   |           |    |
|   |  |                                       | Please Pr         | int       |    |
| 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. |  |                                       |                   |           |    |
| Signatı   | ure  |                                       | Date              |           |    |
|   |  |                                       |                   |           |    |