

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 August 30, 2024

INVITATION FOR BID NUMBER	IFB 24-028
NAME OF BID	Annual Contract for Heavy Equipment Rental
BIDS WILL BE RECEIVED AT	MAWSS Bid Box Donaghey Business Entrance 4725A Moffett Road or PO Box 180249 Mobile, AL 36618
BID OPENING DATE	September 17, 2024
BID CLOSING TIME	10:30 am Central Time
AWARD WILL BE MADE BY	Cost & Lead Time Per Equipment
CONTRACT PERIOD	11/1/24 through 10/31/25 with two 1-year extension options
MATERIAL DELIVERED TO	Job sites as requested
ADDITIONAL INFORMATION CONTACT	Brett McKinley (251) 487-0185 Email: bmckinley@mawss.com Robert Hester (251) 525-3069 Email: rhester@mawss.com
APPLICABLE SDP POLICY	NONE

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 24-028 Heavy Equipment Rental" or "IFB 24-028 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.

Board of Water and Sewer Commissioners

IFB 24-028 HEAVY EQUIPMENT RENTAL CONDITIONS

The Board of Water and Sewer Commissioners of the City of Mobile will accept bids for **Heavy Equipment Rental** 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 **September 17, 2024**. Bids will be opened immediately after bid closing time in the MAWSS Business Entrance Conference Room. Award will be by **Cost & Lead Time per Equipment**. 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 the job site as needed. The bidder shall state the expected length of delivery time on the Bid Form.

Bidder understands and agrees that manufacturer and part numbers are provided for descriptive purposes only. Items of equal or better quality will be considered but must be approved by MAWSS in writing. Upon delivery, if the quality, durability or performance of any product represented as equal or better is determined by MAWSS to be unsatisfactory, MAWSS will require a suitable substitute or will require that the originally specified item be delivered, at the unit price originally offered by bidder. No substitution for items to be provided pursuant to this contract shall be permitted during the contract period without the express written consent of MAWSS. 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.

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 www.mawss.com.

<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 AcctsPayable@mawss.com.

END OF CONDITIONS

IFB 24-028 HEAVY EQUIPMENT RENTAL SPECIFICATIONS

GENERAL INFORMATION:

Prices quotes are effective for the entire contract period. This equipment should be available to the Board on a 24-hour day, 7-day week basis as circumstances arise and shall be dispatched within 4 hours of notification. This contract period is from **November 1, 2024 through October 31, 2025** (with the option of extending this contract for up to two one- year periods at the same contract pricing with prior written approval of both parties).

In the event of a Natural Disaster, The Board may request that the rental contractor immediately provide a 40 Ton Lowboy and Tractor and dedicate said equipment solely to The Board until such time that The Board releases it from Board work. During this emergency period, the Lowboy and Tractor shall be used for Board work only and not committed to any other jobs. The Board will pay rental fees as bid, from the time said equipment is sent to our job until the time it is released for rental to other customers.

Prices for rental equipment without operators are to be submitted by hourly rate for both regular time hours and overtime hours, daily rate, weekly rate, and monthly rate and will include: equipment, maintenance, and insurance. Alternate bid is requested for machine with operator at hourly cost. Equipment rented with operator will include: equipment, fuel, maintenance, property insurance, workers comp, and commercial general liability insurance. Please state if your firm is unable to provide an operator. Please state if equipment is only rented with operator. Successful bidders must present certificates of insurance (and copies of policies if requested by MAWSS) showing proof of workers' compensation coverage at state statutory level and commercial general liability insurance. The commercial general liability insurance must include (but is not limited to) coverage for all acts or omissions of your firm's operator(s) and must name the Board of Water and Sewer Commissioners of the City of Mobile as an additional insured. All such coverage must be kept in full force and effect for the duration of your firm's agreement with MAWSS, and you must give MAWSS at least thirty (30) days' notice of any cancellation of coverage. Failure to comply with these insurance requirements will be grounds for immediate termination of MAWSS's contract with your firm. Your firm must have a drug and alcohol policy at least as stringent as that of the Board of Water and Sewer Commissioners. By entering into this agreement with MAWSS, you acknowledge that your firm will remain responsible for all acts or omissions of your operators and that you will indemnify MAWSS for same.

Prices should reflect the following conditions:

- 1) There will be a four-hour minimum rental of any piece of equipment.
- 2) We will not be charged for Saturdays, Sundays, or MAWSS Holidays if equipment is not being used.
- When job is rained out for a full day and equipment is rented on an hourly basis, payment will be for two hours for each piece of equipment. Exceptions are trench boxes, mats, and shell slides which will be paid for eight hours. Equipment rented on daily, weekly, or monthly basis will not be affected by rain days.
- 4) Bidders should include an overtime rate for operators. No overtime charges or surcharges will apply to equipment rented without operators.

 Operator is paid regular rates during normal work day hours, 7 to 5 Monday through Friday and overtime rates apply before and/or after regular hours and on weekends and holidays.

IFB 24-028 HEAVY EQUIPMENT RENTAL SPECIFICATIONS (Cont'd)

- 5) While on a MAWSS jobsite, all operators must wear OSHA approved PPE including but not limited to: orange reflective vests, ankle length steel toe leather boots and hard hats.
- 6) <u>Delivery and pick-up fees/charges for each piece of equipment, to and from the job site will</u> be 2 hours.

The Board reserves the right to accept any part or portion of the bid received and to reject any and all bids received.

Prices should be submitted on the following types of equipment. List Make/Manufacturer, Model, and Year when applicable. Equipment pricing is to be listed both without and/or with operator. Bidders are not required to bid on all equipment listed nor are you required to bid both with and without operators.

Award will be made to low bidder, with an appropriate lead time, for each listed piece of equipment, vehicle, or accessory with an operator and/or without an operator as applicable. Lead time is an important factor. If you are the lowest bidder on a piece of equipment but cannot provide the equipment when needed, the next lowest bidder for that piece of equipment will be contacted.

The following is a list of the Equipment, Vehicles, and Accessories:

- 1) Tractor Loader Backhoe, 71 hp min.
- 3) Crawler Tractor, 165 hp min.
- 5) Tandum Dump Truck, 16 cu yd min.
- 7) Hydraulic Excavator-Compact, 26 hp min.
- 9) Hose Reel Trailer, holds 2 4" hose
- 11) All Terrain Fork Lift 8,000 lbs.
- 13) 90 Ton Conventional Truck Crane w/120' Lattice Boom
- 15) MATS
- 17) Flat Bed Dump Truck
- 19) Hydraulic Excavator Crawler Mounted,97 hp min.

- 2) Crawler Tractor w/Articulating Blade, 80hp min.
- 4) 40 Ton Lowboy & Tractor
- 6) Crawler Tractor-Low Ground Pressure
- 8) Trench Box (2 sizes)
- 10) Crane-Telescopic Flat Bed Mounted
- 12) Tri-Axle Dump Truck, 20 cu yd min
- 14) Truck & Trailer Capable of Hauling a Rubber

 Tired Backhoe w/ Operating Weight of 15,000 lbs
- 16) Scab Interlocking Sheeting 13' to 15'
- 18) Articulated 4-Wheel Drive Loader, 105 hp min.
- 20) Hydraulic Excavator Crawler Mounted, 150 hp min.

IFB 24-028 HEAVY EQUIPMENT RENTAL SPECIFICATIONS (Cont'd)

In the event of a natural disaster,			agrees to
		(Contra	ctor)
Sewer Commissioners of The City contract, for such length of time the Lowboy and Tractor shall be	of Mobile, as is deemed used for Book the	at said bid p d necessary b ard work only	he exclusive use of The Board of Water and rice, in the current Heavy Equipment Rentally The Board. During this emergency period, and not committed to any other jobs. The uipment is sent to our job to the time it is
	Ву		
	,	(Signatu	re of Owner/Representative)
	Date		
Delivery Time ARO			
(After receipt of order)			
Company		Ву	
			(Printed Name of Representative)
Mailing address			
Phone #		E-ma	ail address

END OF SPECIFICATIONS

IFB 24-028 HEAVY EQUIPMENT RENTAL 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 nonadmitted 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

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

•	Minimum Digging Depth: 14' 3"				
	Minimum Horsepower: 71				
	Minimum Weight: 13,306 lbs.				
	<u>Manufacturer</u>	<u>Model</u>		<u>Year</u>	
		COSTS			
	<u>Per ho</u> i	<u>ur</u> <u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	
	Without Operator				
	With Operator R.T.				
	With Operator O.T.				
2)	CRAWLER TRACTOR WITH ARTICUL Minimum Horsepower: 80 Minimum Weight: 16,150 lbs.	ATING BLADE			
	<u>Manufacturer</u>	<u>Model</u>		<u>Year</u>	
		COSTS	Ma aldi	Manakhir	
	Perho		Weekly	Monthly	
	Per hou Without Operator		Weekly	Monthly	
	Without Operator			Monthly	

1) TRACTOR LOADER BACKHOE

3)	CRAWLE	R TRACTOR						
	Minimun	n Horsepower: 165	5					
	Minimun	n Weight: 39,700 l	bs.					
		Manufacture	<u>r</u>		<u>Model</u>			<u>Year</u>
					COSTS			
			<u>Per</u>	<u>hour</u>	<u>Daily</u>	We	ekly	Monthly
		Without Operato	r					
		With Operator R.	т					
		With Operator O.	т			_		
4)	40 TON L	OWBOY AND TRA	<u>CTOR</u>					
		<u>Manufacture</u>	<u>r</u>		<u>Model</u>			<u>Year</u>
				cc	OSTS			
			<u>Per hou</u>	<u>r</u>	Daily	Weekl	<u>Y</u>	Monthly
	Wi	thout Operator _						
	Wi	th Operator R.T.						
	Wi	th Operator O.T.						

<u>Year</u>
<u>Year</u>
Monthly
<u>Year</u>
Monthly
Monthly

7)	HYDRAULIC EXCAVATOR-COM	PACT			
	Minimum Horsepower: 26				
	Minimum Weight: 7,020 lbs.				
	<u>Manufacturer</u>		<u>Model</u>	<u>Y</u> 6	<u>ear</u>
		_	COSTS		
		<u>Per hour</u>	<u>Daily</u>	<u>Weekly</u>	Monthly
	Without Operator				
	With Operator R.T.				
	With Operator O.T.				
8)	TRENCH BOX – 2 Wall Dimensions: 8ft. x 16ft. Wall Dimensions: 8ft. x 20 ft.				
		C	OSTS		_
		<u>Daily</u>	<u>Weekly</u>	Monthly	
	8' x 16'				_
	8' x 20'				_
9)	HOSE REEL TRAILER THAT WIL	L HOLD 2-4 II	NCH HOSE		
	<u>Manufacturer</u>		<u>Model</u>	<u>Y</u> 6	<u>ear</u>
			COSTS		_
	<u>Dail</u>	<u>Y</u>	<u>Weekly</u>	Monthly	

10) CRANE-TELESCOPIC-FLAT BED MOUNTED

Minimum Lift Capacity: 16,000 lbs. Minimum Boom Length: 37 ft.

	<u>Manufacturer</u>		<u>Model</u>		<u>Year</u>
			COSTS		
		<u>Per hour</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
	Without Operator		_		
	With Operator R.T.				
	With Operator O.T.				
11) <u>ALL TERR</u>	RAIN FORK LIFT 8,000	LBS.			
	<u>Manufacturer</u>		<u>Model</u>		<u>Year</u>
	<u>Capacity</u>		<u>Lift Height</u>		mum Mast nt Clearace
			COSTS		
		<u>Per hour</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
	Without Operator				-
	With Operator R.T.				
	With Operator O.T.		_		

	n Capacity: 20 cu. Yd.				
	<u>Manufacturer</u>		<u>Model</u>		<u>Year</u>
	Capacity (cu. Yd.)				
		_	COSTS		
		<u>Per hour</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
	Without Operator				
	With Operator R.T.				
	With Operator O.T.				
13) <u>90 TON (</u>	CONVENTIONAL TRUC	K CRANE W	/120' LATTICE BC	<u>ром</u>	
	<u>Manufacturer</u>		<u>Model</u>		<u>Year</u>
			costs		
		<u>Per hour</u>	<u>Daily</u>	<u>Weekly</u>	Monthly
	Without Operator				
	With Operator R.T.				
	With Operator O.T.				

14) TRUCK & TRAILER

CAPABLE OF HAULING A RUBBER TIRED BACKHOE WITH OPERATING WEIGHT OF 15,000 LBS

	<u>Manufacturer</u>		<u>Model</u>		<u>Year</u>
			COSTS		
		<u>Per hour</u>	<u>Daily</u>	<u>Weekly</u>	Monthly
	Without Operator				
	With Operator R.T.				
	With Operator O.T.				
15) <u>MATS</u>	Quantity		<u>Size</u>		
		COSTS			
	<u>Daily</u>	<u>Weekly</u>	<u>Month</u>	<u>nly</u>	
16) <u>SCAB IN</u>	TERLOCKING STEEL SH	EETING 13' T	<u>O 15'</u>		
		COSTS			
	<u>Daily</u>	<u>Weekly</u>	<u>Mon</u> t	thly	

17) FLAT BED DUMP TRUCK				
Minimum Body Dimensions: 1	L4' x 7'6"			
<u>Manufacturer</u>		<u>Model</u>	<u>Ye</u>	ear_
-				
		COSTS		
	<u>Per hour</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
Without Operator _				
With Operator R.T.				
With Operator O.T.				
18) Articulated 4-Wheel Drive Loa Minimum Bucket Size: Minimum Horsepower Minimum Weight: 18,	2 cu. yd. : 105			
<u>Manufacturer</u>		<u>Model</u>	<u>Year</u>	<u>r</u>
		costs		
	<u>Per hour</u>	<u>Daily</u>	<u>Weekly</u>	Monthly
Without Operator		_	_	
With Operator R.T.				
With Operator O T				

19) <u>Hydraulic Excavator – Crawler Mounted</u>

Minimum Horsepower: 9	17			
Minimum Weight: 34,000	O lbs.			
<u>Manufacture</u>	<u>r</u> 	<u>Model</u>	<u>Year</u>	
		COSTS		
	<u>Per hour</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
Without Operator				
With Operator R.T.				
With Operator O.T.				
20) <u>Hydraulic Excavator – Crawler M</u> Minimum Horsepower: 1 Minimum Weight: 50,000	50			
<u>Manufacturer</u>		<u>Model</u>	<u>Yea</u>	<u>ır</u>
		COSTS		
	<u>Per hour</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
Without Operator				
With Operator R.T.				
With Operator O.T.				

Delivery ARO	Payment Terms
Company Name	
Address	
City, State, Zip	
Submitted By	TitlePlease Print
Phone	Email Address
_	Please Print enalty of perjury that she/he is authorized to sign this document and bind the the all of the terms and conditions of this agreement.
Signature_	Date