

**INVITATION FOR BID
October 31, 2024**

INVITATION FOR BID NUMBER	IFB 24-033
NAME OF BID	Annual Contract for Liquid Oxygen
BIDS WILL BE RECEIVED AT	MAWSS Purchasing Bid Box Donaghey Business Entrance 4725A Moffett Road or PO Box 180249 Mobile, AL 36618
BID OPENING DATE	November 15, 2024
BID OPENING TIME	10:30 am Central Time
AWARD WILL BE MADE BY	Total Cost & Lead Time
CONTRACT PERIOD	1/1/25 through 12/31/25 with two 1-year extension options
MATERIAL DELIVERED TO	CC Williams Waste Water Treatment Plant 1600 Yeend St. Mobile, AL 36603
ADDITIONAL INFORMATION CONTACT	Barry Smith (251) 378-3503 Email: basmith@mawss.com or Jed Barbour (251) 222-2363 Email: jbarbour@mawss.com
APPLICABLE SDP POLICY	None

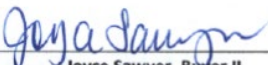
Sealed bids must be in the Purchasing Department no later than the time specified in order to be considered. Submissions received after the deadline will not be considered. Envelopes must bear the name of the supplier, company address and the words “IFB 24-033 Liquid Oxygen” or “IFB 24-033 NO QUOTE.” 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 24-033 LIQUID OXYGEN CONDITIONS

The Board of Water and Sewer Commissioners of the City of Mobile will accept bids for **Liquid Oxygen** in our Purchasing Department Bid Box located in the Business Entrance at 4725A Moffett Road, Mobile, AL 36618 **no later than 10:30 a.m.** local time on **November 15, 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 by **Total Cost & Lead Time**. 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 **CC Williams WWTP located at 1600 Yeend St., Mobile, AL 36603**, or to the job site as needed. The bidder shall state the expected length of delivery time on the Bid Form.

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 www.mawss.com.

Invoicing Requirements: Invoices need to be emailed to Accounts Payable at AcctsPayable@mawss.com. Please include purchase order number on all invoices.

END OF CONDITIONS

**IFB 24-033 LIQUID OXYGEN
SPECIFICATIONS**

BULK LIQUID OXYGEN – 99.5 USP MINIMUM PURITY

The Supplier will deliver not less than 4,000 gallons per truckload. The Supplier will be able to make delivery within a 24-hour period upon notification by Mobile Area Water and Sewer System (MAWSS).

Delivery will be made to our plant site and into a Cryogenic Tank owned and maintained by MAWSS. The amount of Liquid Oxygen shall be measured by the Supplier's truck-mounted meter and read in 100 cubic foot units.

There will be no set amount of deliveries for the contract period. For bid purposes only, approximately 9,500,000 cubic feet were used in the past year. Contract period is one (1) year with the option of two 1-year extension options at the same price with prior written approval from both parties.

The supplier must inspect the tank and report any deficiencies prior to contract award. MAWSS will be responsible for correcting any deficiencies found by supplier.

It will be responsibility of the supplier to repair any damage to equipment or cryogenic tank caused by the supplier while unloading product to the MAWSS Cryogenic Tank.

The supplier shall provide an updated Safety Data Sheet upon award of the contract. Supplier shall provide a Safety Data Sheet each renewal year of the contract.

The supplier shall provide all equipment necessary to unload product to the MAWSS Cryogenic Tank. Bidders assume all risk, responsibilities, and cost, which may arise as an incident of handling, transportation, delivery, and unloading of product specified herein, until proper unloading of said product has been completed at the delivery point. All carriers must abide by all applicable state and federal regulations concerning the transportation of such materials. Suppliers shall take the following security measures before entry into facility and unloading of the product:

1. Email a copy of the bill of lading before each delivery. Bill of lading will include truck or trailer number, and identification/tracking numbers. Email the bill of lading to is basmith@mawss.com and jbarbour@mawss.com.
2. Provide name of driver (photo ID preferred)
3. State if delivery will be by company owned trucks or independent carriers.

No charges, fees, etc. in addition to the cost bid per 100 cubic foot will be accepted or paid during the contract period.

**IFB 24-033 LIQUID OXYGEN
BID SHEET**

Total cost per 100 cubic feet \$ _____

NOTE: Award will be made by Total Cost & Lead Time. There are no guaranteed quantities of Liquid Oxygen that will be purchased for this contract. Purchases will be made on an as needed basis. Purchase Order numbers are required for all purchases. No additional charges above the bid pricing will be allowed. This includes but is not limited to Fuel Surcharges.

Delivery ARO _____ 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 _____

**IFB 24-033 LIQUID OXYGEN
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 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 and Employer's Liability, Suppliers shall provide Umbrella Liability limits of \$5,000,000 per occurrence and aggregate. 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