

**INVITATION FOR BID
November 13, 2024**

INVITATION FOR BID NUMBER	IFB 24-038
NAME OF BID	Annual Contract for Rotary Kiln Lime
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	December 4, 2024
BID CLOSING TIME	10:30 am Central Time
AWARD WILL BE MADE BY	Total Cost & Lead Time
CONTRACT PERIOD	2/1/25 through 1/31/26 with two 1-year extension options
MATERIAL DELIVERED TO	EM Stickney WTP 4800 Moffett Rd Mobile, AL 36618
ADDITIONAL INFORMATION CONTACT	Zack Butler (251) 378-3482 Email: zbutler@mawss.com John Jordan (251) 378-3492 Email: jjordan@mawss.com Markus Moore (251) 721-0828 Email: mamoore@mawss.com
APPLICABLE SDP POLICY	None

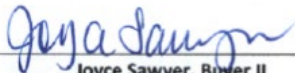
Sealed bids must be in the Purchasing Department no later than the time specified in order to be considered. Submissions received after the deadline will not be considered. Envelopes must bear the name of the supplier, company address and the words “**IFB 24-038 LIME**” or “**IFB 24-038 NO QUOTE.**” 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 24-038 ROTARY KILN LIME CONDITIONS

The Board of Water and Sewer Commissioners of the City of Mobile will accept bids for **Rotary Kiln Lime** 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 **December 4, 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 **Stickney Water Treatment Plant** located at **4800 Moffett Road, Mobile, AL 36618**, 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 or 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 numbers on all invoices. Also, include additional information on the invoices for 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.

Please note: In the event of rising costs of operation to the bidder during the term of this agreement resulting from increases in prevailing wage rates, increases in prevailing gasoline prices, or similar increases in prevailing prices, the bidder may request that - the authority (MAWSS) increase service fees charges that the bidder is allowed to charge and receive, the amount of increase to be adequate to compensate for the increases in costs to the bidder, but in no greater amount; in the event of such a request, the bidder must submit its books for auditing by MAWSS, the findings and judgment of MAWSS as to the justification for an increase in rates shall be final.

END OF CONDITIONS

IFB 24-038 ROTARY KILN LIME SPECIFICATIONS

All bidders shall be both manufacturers and suppliers of the Rotary Kiln Quicklime. The successful bidder shall hereinafter be referred to as "Supplier".

Delivery ability is to be per truckload – **As Required. Responsive Dispatch System is to be able to make deliveries within 72 hours upon notification of the purchaser**. Failure to deliver within the time specified above will be considered justification for termination of this award.

Delivery to be made to our plant sites:

E. M. Stickney – 4800 Moffett Rd., Mobile, AL. 36618 251-342-5742

Deliveries between the hours of 7 a.m. – 3pm., Monday – Friday only.

Rotary Kiln Quicklime, PEBBLE SIZE, to range from 1/4" to a maximum of 1/2" (Rice).

Lime furnished must meet current AWWA B202 Specifications, latest edition, certified to NSF Standard 60, be free from foreign objects, contain at least 92% Available Calcium Oxide with no less than 94% Total Calcium Oxide. Silicon Dioxide and Magnesium Oxide shall not exceed 1.6% and 2.3% respectively. Product must be delivered in bulk into MAWSS storage silos. Lime should be of the "quick slaking" type with a minimum temperature rise of 38°C in 3 minutes and the slaking reaction will be complete in 10 minutes or less.

Supplier shall furnish equipment necessary to unload Quicklime into MAWSS silos. Supplier shall be able to make deliveries within 72 hours on notification by the purchaser. Deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m. local time, Monday through Friday.

Supplier shall take the following security measures:

1. Email a copy of the bill of laden before each delivery to zbutler@mawss.com. Bill of laden to include truck and trailer number.
2. The supplier and/or trucking company shall have driver picture ID's on file when requested.
3. State if delivery will be by company owned trucks or by independent carriers.
4. Must use clean trailers, to be defined as trailers which 1) last hauled AWWA 202 compliant quicklime of a size ¾ inch or smaller 2) last hauled AWWA compliant hydrated lime or 3) provide a wash out certificate.
5. Seal all tanker fill and discharge ports with a numbered seal tag at loading facility. Tag identification number to be listed on bill of laden. Broken seal deliveries will not be accepted.

Supplier shall be responsible for removal of all inventory, after delivery, should the material prove to be not in accordance with contract specifications.

No guaranteed number of truckloads for the contract period. For bid purposes only, approximately 1,350 tons of Rotary Kiln Quicklime was purchased during 2024.

END OF SPECIFICATIONS

IFB 24-038 ROTARY KILN LIME 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. 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 24-038 ROTARY KILN LIME
BID SHEET**

Total cost Lime and Freight per ton \$ _____

Manufacturer _____

Delivery ARO _____ Payment Terms _____

NOTE: Award will be made by Total Cost & Lead Time. There are no guaranteed quantities of **Lime** 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.

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 _____