



Mobile Area Water and Sewer System  
 4725 Moffett Rd Suite A  
 Mobile, AL 36618-2236  
 PO Box 180249  
 Mobile, AL 36618-0249

Lisa Russell, Buyer II  
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**INVITATION FOR BID  
 IFB 20-041 SEPTIC TANK CLEANING**

INVITATION FOR BID NUMBER	IFB 20-041
NAME OF BID	Septic Tank Cleaning
BIDS WILL BE RECEIVED AT	MAWSS Bid Box Donaghey Business Entrance 4725A Moffett Road or PO Box 180249 Mobile, AL 36618
BID OPENING DATE	October 8, 2020
BID CLOSING TIME	10:30 am Central Time
AWARD WILL BE MADE BY	Total Cost
MATERIAL DELIVERED TO	CC Williams WWTP 1600 Yeend St Mobile, AL 36603
ADDITIONAL INFORMATION CONTACT	Jeremy Stewart/jstewart@mawss.com or Eric Dubose/edubose@mawss.com or call 251-300-7858.
APPLICABLE DBE POLICY	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 20-041 Septic Tank Cleaning" or "IFB 20-041 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.

  
 \_\_\_\_\_  
 Lisa Russell, Buyer II  
 Board of Water and Sewer Commissioners

## IFB 20-041 SEPTIC TANK CLEANING CONDITIONS

The Board of Water and Sewer Commissioners of the City of Mobile will accept bids for **Septic Tank Cleaning** in our Purchasing Department BID BOX located at 4725A Moffett Road, Mobile, AL 36618 at 10:30 a.m. local time on **October 8, 2020**. We will LIVE STREAM the bid opening beginning at 10:45am. You can watch by logging into our website at [www.mawss.com](http://www.mawss.com). Hover your mouse over the link called, DOING BUSINESS. A dropdown menu will appear and at the bottom of that list click MEETINGS VIA LIVE STREAMING. You can also view the live streaming on our YouTube channel at [www.youtube.com](http://www.youtube.com) and search for Mobile Area Water & Sewer Systems Channel. 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 to our Insert Location and Address Here or 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.

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](http://www.mawss.com).

A copy of the DBE 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](mailto: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.** Important DBE 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."

For a goods or services contract which is subject to Alabama's competitive bid laws, the MAWSS employee or consultant handling the contract may award it to a DBE who is also a responsive and responsible bidder and who submits a bid no more than ten percent (10%) greater than that of an apparent low bidder which does not have a place of business in Alabama.

## **IFB 20-041 SEPTIC TANK CLEANING SPECIFICATIONS**

MAWSS has 202 homes in four different subdivisions with septic tanks that have to be vacuumed out. Each tank has a 1000 gallon capacity which is located in the front yard of all of the homes; no digging is needed to access the tanks. The subdivisions are Copeland Island (94), Polo Place (28), Saddlebrook (52), Richmond (21), Hamilton Oakes (7) subdivisions according to bid specs.

Prospective bidders shall furnish all labor and materials to perform all work that is needed in vacuuming each septic tank.

Low Bidder shall be responsible for:

- Your company will need 3 to 4 sections of hose to access the tanks from the street; because no vehicles are allowed on the homeowners' property.
- The disposal site is approximately 20 - 30 miles from each subdivision which is located at 1600 Yeend St, Mobile AL; one of MAWSS's waste water treatment plants. No disposal fee will be charged.
- All 202 tanks will not be done or requested to be done at once, but they shall be done at MAWSS's convenience.
- Your company will have four (4) weeks to complete this job once the notice to proceed or purchase order has been given.
- There will be no pumping on November 26 & 27, 2020 (Thanksgiving Holidays).
- The parties agree that in the event the work is not completed within the time herein specified, the owner may retain from compensation otherwise to be paid to the contractor the sum of \$150.00 per day for each day thereafter, Sundays and holidays included, that the work remains incomplete. The parties agree that this dollar amount represents their agreed upon stipulation as to the damages which the owner will have sustained per day due to the failure of the contractor to complete the work within the time stipulated and that this is not a penalty.
- Any damage caused by the contractor to the customer station or property will be the responsibility of the contractor to repair at their cost.

If you have any questions, you may contact Jeremy Stewart/[jstewart@mawss.com](mailto:jstewart@mawss.com) or Eric Dubose/[edubose@mawss.com](mailto:edubose@mawss.com) or at 251-300-7858.

If you are unable to provide us with a quote, a response of such is appreciated.

**END OF SPECIFICATIONS**

**IFB 20-041 SEPTIC TANK CLEANING  
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.

**IFB 20-041 SEPTIC TANK CLEANING  
INSURANCE REQUIREMENTS (Cont.)**

**b. Limits of Liability:**

<b>Worker's Compensation</b>	Statutory
<b>Employers' Liability</b>	\$500,000 Each Accident \$500,000 by Disease, Policy Limit \$500,000 by Disease, Each Employee
<b>Commercial Automobile</b>	\$1,000,000 Each Accident Bodily Injury and Property Damage Combined Business Auto Includes All Owned, Leased, Hired and Non-Owned Automobiles
<b>Commercial General Liability</b>	\$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 20-041 SEPTIC TANK CLEANING  
DBE POLICY ACKNOWLEDGEMENT**

A copy of the DBE 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](mailto: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.**

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

**OR**

- DBE Policy Acknowledgement **and**
- DBE 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 20-041 SEPTIC TANK CLEANING DBE 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 Disadvantaged Business Entities [DBE's] / Diverse Suppliers as subcontractors and/or suppliers performing commercially useful functions which are consistent with contract requirements.

Copies of MAWSS DBE Policy 16-01 (for public works projects), DBE/Supplier Diversity Policy 17-01 (for contracts for other goods and services), MAWSS's list of certified Disadvantaged Business Enterprises (DBEs) / Diverse Suppliers, and lists of organizations that have information on DBEs / Diverse Suppliers are available from MAWSS's Supplier Diversity Office (251-694-3194) or from the MAWSS website at [www.mawss.com](http://www.mawss.com).

STATE WHAT PERCENTAGE OF THE WORK FOR THIS CONTRACT YOU PLAN TO AWARD TO DBE/DIVERSE SUPPLIER SUBCONTRACTORS AND/OR VENDORS	TOTAL %
ESTIMATED TOTAL DOLLAR AMOUNT TO BE AWARDED TO DBE/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 DBEs / 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 DBE / 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	DBE/DIVERSE SUPPLIER <small>(Yes or No)</small>	% OF CONTRACT	CERTIFICATION GROUP <small>(MAWSS, ALDOT, ADECA, SRMSDC, BCIA)</small>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

\_\_\_\_\_  
**BIDDER**

\_\_\_\_\_  
**BY**

**IFB 20-041 SEPTIC TANK CLEANING  
BID SHEET**

**Each Tank:** \$ \_\_\_\_\_

**X 202 Tanks** \$ \_\_\_\_\_  
**TOTAL COST**

**Delivery (ARO):** \_\_\_\_\_  
**(After receipt of order)**

**Payment Terms** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Submitted By** \_\_\_\_\_ **Title** \_\_\_\_\_  
Please Print

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**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** \_\_\_\_\_