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PHYSICAL LOCATION
Montgomery County
Administrative Building, Annex III
101 S. Lawrence Street
Montgomery, AL 36104

PURCHASING DEPARTMENT

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

INVITATION TO BID
Pest Control Services

Bid Date: July 18, 2019	Bid Number: 51901-19B-021	Return Quotation By: July 30, 2019 10:00 a.m. CST
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Please submit a sealed price quotation on the items listed herein. **(Faxed bids will not be accepted.)** The submissions will be received at the Purchasing Department Office, 101 S. Lawrence Street until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return.

Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent.

The Montgomery County Commission reserves the right to award this bid on an all or none basis; to refuse all bids; and to waive technicalities.

A Bid Bond in the amount of five-percent (5%) over the amount of \$50,000 must accompany your bid, unless otherwise indicated. A certified check or money order is required.

Questions regarding this bid should be directed to Tammy Turner, Buyer II, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1603.

Donald L. Mims
County Administrator and Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. Bid Number 51901-19B-021 must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Three (3) no responses to invitation to bid will be reason for deletion of bidder's name from the bid list. Once deleted from bid list, bidder's name may be returned to bid list with a written request from the bidder.
4. Bidders must submit an original and one (1) copy of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
5. All pricing shall be F.O.B., Montgomery, Alabama. Delivery will be to the office of the ordering department listed on the purchase order with all freight charges paid by the vendor. Freight cost will be included in the bid price.
6. **A Bid Bond in the amount of five-percent (5%) over the amount of \$50,000 must accompany your bid, unless otherwise indicated. A bond, certified check or money order is required.**
7. Vendors having a place of business within the legal boundaries of Montgomery County shall be given a 5% preference over vendors located outside of the legal boundaries of Montgomery County.
8. The successful bidder awarded the contract must provide documentation of its enrollment in the e-verify program. A memorandum of understanding must be provided before a contract/purchase order is issued.
9. The contract period will be for one (1) year, beginning from the date of award and ending one (1) year thereafter with an option to renew for an additional two (2) years, in one year periods. At the end of the (1) year contract period, a price increase may be allowed, but shall not be more than five-percent (5%) per year.
10. **Montgomery County Commission reserves the right to add other locations, as needed, during the contract period.**

DISPUTE RESOLUTION

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

BID PROTEST PROCEDURE

A formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's Office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest or it will not be accepted.

Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with the *Code of Alabama 41-16-31*.

HOLD HARMLESS

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

ALABAMA'S IMMIGRATION LAW

The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

SCOPE OF WORK

Montgomery County Commission proposes to enter into a contract for pest control services at various county buildings.

SPECIFICATIONS FOR PEST CONTROL SERVICES

1. Vendor shall bid a complete control program consisting of furnishing all equipment, labor, pesticides and other materials necessary to perform services as set forth in this bid.
2. All chemicals and pesticides used must comply with the latest State and Federal Environmental Protection Agency standards governing the health and safety of humans and animals.
3. Material Safety Data Sheets on pesticides and chemicals to be used under this contract should be supplied as part of bid submittal.
4. Basic control on a monthly or quarterly basis shall be for but not limited to such pest as: Roaches, Ants, Spiders, Fleas, Flies, Rodents and other infectious pests inside and outside of buildings.
5. Odorless chemicals shall be applied in areas where requested by departments at no additional charge.
6. Gel packs shall be put on the outside of buildings. Spraying on the outside of the facility will be done at no extra charge.
7. Fogging at any area where problems may be consistent will be accomplished as directed.
8. Prices quoted should include call back service should it be necessary for particularly troublesome or spontaneous outbreaks of pests.
9. Vendor shall have a business telephone where he can be reached if and when problems occur. Vendor must respond to calls of complaints within twenty-four (24) hours after receiving notification.

VENDOR REQUIREMENTS

1. Vendor must be licensed through the State of Alabama, Department of Agriculture for all services performed under this agreement.
2. Vendor shall furnish a copy of all state required licenses to the County.
3. Vendor shall maintain a business telephone and working fax where they can be reached if and when a problem occurs.
4. Vendor shall furnish with bid a copy of liability insurance showing coverage in effect and a commitment to continue for the duration of the contract. Vendor shall have \$1,000,000 general liability coverage.
5. Vendor shall furnish with bid their standard pest control agreement.
6. Vendor shall provide upon award of bid a surety bond.
7. Vendor shall submit with their bid, three (3) references of contracts they have serviced in the last three years that are comparable in size to the building listed per the invitation to bid. Please include the company name, contact person and phone number. Failure to include with your bid will be cause for disqualification.
8. Bidder must attach to bid a copy of current City of Montgomery Business license and Montgomery County business license, if required by law, and shall be current on payment of all city and county sales taxes. **If vendor is not required to have a City of Montgomery Business license or a Montgomery County business license, vendor must specify why license is not required.**
9. After approval and award of Contract the Contractor shall submit a monthly invoice in order to be paid for the work performed during a particular month or quarter. Invoices shall be identified by locations along with sign in sheets. Sign in sheets must be signed and dated at each location being serviced by county personnel indicating the work was performed. Invoices received without sign-in sheets will be returned unpaid to vendor.

Questions regarding this bid should be presented by email to chrispiel@mc-ala.org no later than July 23, 2019, at 5:00 pm CST. Answers to these questions will be faxed or emailed back no later than July 25, 2019, at 5:00 pm CST.

Part I

Item	Location			Total Cost
1	Courthouse 251 S. Lawrence St. (104,550 s.f.)	Monthly	\$ _____ Month	\$ _____ Year
2	Annex I 100 S. Lawrence St. (132,892 s.f.)	Monthly	\$ _____ Month	\$ _____ Year
3	Annex II 125 Washington Ave. (23,400 s.f.)	Quarterly	\$ _____ Quarter	\$ _____ Year
4	Annex III 101 S. Lawrence St. (73,972 s.f.)	Monthly	\$ _____ Month	\$ _____ Year
5	Carnegie Building 131 S. Perry St. (13,675 s.f.)	Quarterly	\$ _____ Quarter	\$ _____ Year
6	Greil Building 305 S. Lawrence St. (9,488 s.f.)	Quarterly	\$ _____ Quarter	\$ _____ Year
7	Youth Facility 111 Airbase Blvd. (54,930 s.f.)	Monthly	\$ _____ Month	\$ _____ Month

8	Youth Facility: Trailer E Located behind the Youth Facility (1,440 s.f.)	Quarterly	\$ _____ Quarter	\$ _____ Year
9	Youth Facility: Trailer F Located behind the Youth Facility (1,536 s.f.)	Quarterly	\$ _____ Quarter	\$ _____ Year
10	Youth Facility: Camp Davis Treatment Center Bldgs. 2,3,4,6,7,8,9 (7,576 s.f.)	Monthly	\$ _____ Month	\$ _____ Year
11	Youth Facility: Dorrough Building 1113A Airbase Blvd. (3,300 s.f.)	Quarterly	\$ _____ Quarter	\$ _____ Year
12	Engineering Dept. Sign Shop 1800 Terminal Rd. (6,880 s.f.)	Quarterly	\$ _____ Quarter	\$ _____ Year
13	County Shop 1852 Terminal Rd. (11,500 s.f.)	Quarterly	\$ _____ Quarter	\$ _____ Month

14	District I 1800 Terminal Rd. (6,152 s.f.)	Quarterly	\$ _____ Quarter	\$ _____ Year
15	District II 2093 Meriwether Rd. Pike Rd, AL 36064 (256 s.f.)	Monthly	\$ _____ Month	\$ _____ Year
16	District III 5596 E. Hickory Grove Rd. Ramer, AL 36069 (7,800 s.f.)	Quarterly	\$ _____ Quarter	\$ _____ Year
17	Probate/Revenue East 5449 Atlanta Hwy. (8,200 s.f.)	Monthly	\$ _____ Month	\$ _____ Year
18	Probate/Revenue South 3425 McGehee Rd. (8,960 s.f.)	Monthly	\$ _____ Month	\$ _____ Year
19	Probate/Revenue West 3075 Mobile Hwy. (9,076 s.f.)	Monthly	\$ _____ Month	\$ _____ Year
20	Sheriff Warehouse 1050 Day St. (12,828 s.f.)	Quarterly	\$ _____ Quarter	\$ _____ Year

21	Sheriff, Firing Range Janet Warner Rd. (1,875 s.f.) Training Facility (5,076 s.f.) Shooting House (2,000 s.f.) FAT's House (736 s.f.) Storage Shed (240 s.f.) Total: (9,927)	Quarterly	\$ _____ Quarter	\$ _____ Year
22	Sheriff Office: Ramer Sub-station 129 Main St Ramer, AL 36069 (1,066 s.f.)	Quarterly	\$ _____ Quarter	\$ _____ Year
23	Fleet Maintenance Shop 1872 Terminal Road Montgomery, AL 36108 (13,100 s.f.)	Quarterly	\$ _____ Month	\$ _____ Year
24	Prestwood Building 350 Adams Ave. (9,776 s.f.)	Quarterly	\$ _____ Month	\$ _____ Year
25	Community Corrections 301 S. McDonough St. Front Bldg. (5,152 s.f.) Back Bldg. (1,482 s.f.)	Monthly	\$ _____ Month	\$ _____ Year
26	Care Here Health Clinic 300 S. Hull St. (2,552 s.f.)	Monthly	\$ _____ Month	\$ _____ Year

27	Annex IV Family Justice Center 530 S. Lawrence St. (9,234 s.f.)	Monthly	\$ _____ Month	\$ _____ Year
28	Youth Facility Building 514 Herron St. (1,200 s.f.)	Monthly	\$ _____ Month	\$ _____ Year
29	Flatwood Recreation Center 360 Williams Dr. (2,460 s.f.)	Monthly	\$ _____ Month	\$ _____ Year
30	Montgomery County Activity Center 147 Old School House Rd. Grady, AL 36036 (22,400 s.f.)	Monthly	\$ _____ Month	\$ _____ Year

Total price for the year - Part I \$ _____

Part II

28	Detention Facility 225 S. McDonough St. (169,768 s.f.)	Monthly	\$ _____ Month	\$ _____ Year
29	Detention Facility 250 S. McDonough St. includes kitchen (91,008 s.f.)	Monthly	\$ _____ Month	\$ _____ Year

Note: Item 29- Detention Facility 250 S. McDonough St. including kitchen will be sprayed twice monthly. Kitchen will be sprayed after 7:00 p.m. CST.

Total price for the year - Part II \$ _____

Montgomery County Commission reserves the right to split award between Part I and Part II or award all or none, whichever is in the best interest of Montgomery County.

Complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company.

Vendor Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Is the Company Minority Owned: _____ Yes _____ No

Is the Company Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Disabled

_____ Hispanic

_____ Other (Please Specify) _____

Official Signature

Printed Name and Title

Date: _____

Name _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Quote F.O.B. _____

Terms of Payment _____

Delivery Date _____

Official Signature

Printed Name and Title