

MYRTLE SINGLETON

Purchasing Manager
myrtlesingleton@mc-ala.org
(334) 832-1269

Khristie Davis, Buyer I
khristiedavis@mc-ala.org
(334) 832-1267

Cynthia Hill, Buyer I
cynthiahill@mc-ala.org
(334) 832-2526

Tammy Turner, Buyer II
tammyturner@mc-ala.org
(334) 832-1603



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
BITUMINOUS PLANT MIX**

Bid Date:	Bid Number:	Return Quotation By:
May 28, 2019	53000-19B-017	June 11, 2019 10:00 a.m. CST

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, with or without a one year extended warranty for parts and labor, to refuse all bids, and to waive technicalities.

Questions regarding this bid should be directed to Myrtle Singleton, Purchasing Manager, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1269.

Donald L. Mims

County Administrator and Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. Bid Number 53000-19B-017 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. 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.
7. Bidders must attach to bid a copy of a 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.**
8. The successful bidder awarded the contract/purchase order must provide documentation of its enrollment in the e-verify program.
9. Period of contract: 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 additional two (2) years, in one (1) 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

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.

Montgomery County Commission proposes to enter into a contract for bituminous plant mix.

SPECIAL PROVISIONS

1. Materials shall meet the current requirements of the Alabama Department of Transportation Standard Specifications, 2018 edition, Section 424.
2. The maximum daily amount of plant mix to be supplied to Montgomery County Engineering trucks will be loaded in the order of arrival at the plant with other commercial and private haulers.
3. If contracted lowest bid vendor cannot furnish bituminous plant mix when needed, Montgomery County Commission reserves the right to purchase bituminous plant mix from the second lowest bid vendor. If the second lowest bid vendor cannot furnish bituminous plant mix when needed, Montgomery County Commission reserves the right to purchase bituminous plant mix from the third lowest bid vendor.
4. Vendor must furnish the Montgomery County Commission with certificate showing proof of insurance and keep in effect at all times a minimum One Million Dollars (\$1,000,000) General Liability insurance. Workers' Compensation Insurance with statutory requirements or a minimum One Million Dollars (\$1,000,000) coverage per occurrence.

BID FORM

Item No.	Unit	Description	Unit Price
1.	Per Ton	424 –A Superpave Bituminous Concrete Wearing Surface Layer, 3/8” Maximum Aggregate Size Mix, ESAL Range A/B	\$ _____
2.	Per Ton	424- A Superpave Bituminous Concrete Wearing Surface Layer, 1/2” Maximum Aggregate Size Mix, ESAL Range A/B	\$ _____
3.	Per Ton	424-A Superpave Bituminous Concrete Wearing Surface Layer 3/4” Maximum	\$ _____
4.	Per Ton	424-B Superpave Bituminous Concrete Binder Layer, 1” Maximum Aggregate Size Mix, ESAL Range A/B	\$ _____
5.	Per Ton	424-C Superpave Bituminous Concrete Base Layer, 1 1/2” Maximum Aggregate Size Mix, ESAL Range A/B	\$ _____

Total Unit Price \$ _____

Bid will be awarded based on total unit price.

Please 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: _____

RESPONSE FORM TO BE ATTACHED TO BID

Company 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