

Khristie Davis, Buyer II
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

Employee Luncheon

Bid Date:	Bid Number:	Return Quotation By:
September 26, 2019	51988-19B-033	October 14, 2019 10:00 a.m. CST

The Montgomery County Commission seeks a vendor to cater employee luncheons on dates determined by the Manager of Public Affairs. Luncheons will be at First Baptist Church Fellowship Hall, 305 South Perry Street (Adams Street Entrance), Montgomery, Alabama. Serving time will be between the hours of 11:00am and 1:00 pm on this date.

Please submit a sealed price quotation on the conditions and requirements listed below. (**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.

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, at (334) 832-1269 or Hannah Hawk, Manager of Public Affairs for Montgomery County at (334) 832-1270.

Donald L. Mims
County Administrator and Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. Bid Number 51988-19B-033 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. A bid bond, if required, must be attached to the bid form when submitted to the Purchasing Office. **Bids in excess of \$50,000 received without a bond will be disqualified.**
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. The successful vendor awarded the contract/purchase order 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.
8. 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. **If a renewal is exercised, the date of the luncheon in that year will be determined at the time of the renewal.**
9. **Montgomery County Commission is tax exempt; taxes should not be added to price quoted.**
10. Bidders must attach a certificate of insurance showing a minimum coverage of \$500,000, or the statutory limit, workmen's comp (unless bidder employs fewer than five employees) and \$500,000 general liability.
11. **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.**

12. The Montgomery County Commission is committed to increase participation by Minority and Women-Owned Businesses (M/WBs) in the procurement process in Montgomery County; to ensure equal opportunity for M/WBs to participate in the procurement process; to prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and to achieve a minimum of 30% participation by M/WBs in the bidding process in Montgomery County.

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.

SPECIAL REQUIREMENTS

Catering of an Employee Luncheon First Baptist Church Fellowship Hall

305 South Perry Street (Adams Street Entrance), Montgomery, Alabama
Serving time will be between the hours of 11:00am and 1:00 pm on this date.

1. Bidder shall have at least three (3) years' experience in the catering business.
2. Bidders shall enclose with their bid a list of three (3) references whom they have catered meals for three hundred (300) or more people, at one occasion, in the last two (2) years. Please include a contact name and phone number for each reference.
3. **Bids received without the references will be rejected.**
4. Bidders shall have a Health Department rating of 95 or above for two of its last three health inspection reports (and none lower than 90), with no critical violations. A copy of the past three (3) health inspection reports or a list of the last three (3) health inspection scores must be attached to the bid. Montgomery County Commission will contact the local health department to verify the scores.
5. Bidders shall furnish a copy of a current Health Permit.
6. Bidders shall be classified as a Category 3 by the Health Department.
7. Bidders shall furnish copy of current Food Safety Certifications.
8. 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.**
9. The successful vendor awarded the bid must attend a mandatory meeting prior to each luncheon. Dates will be determined by the Manager of Public Affairs.
10. The successful Bidder may not assign or transfer the contract to another vendor or caterer.

VENDOR RESPONSIBILITIES FOR EMPLOYEE LUNCHEONS

1. Vendor will be responsible for set-up and clean-up of the serving area.
2. Ice will be available at the church, but **vendor must provide ice chests** and will be responsible for staffing the beverage table.
3. Vendor shall furnish food and serve approximately 600 people with a minimum of two (2) serving lines, which shall both stay open from 11:00 a.m. to 1:00 p.m.
4. Vendor will be responsible for furnishing dinner and dessert plates, napkins, 16oz cups, forks, spoons and knives, and table cloth coverings for six (6) eight (8) foot serving line tables.
5. **Vendor will also provide carry-out lunches prepared at vendor's place of business and picked up by employees at the church beginning at 10:45. All carry-out lunches must be ready for pick-up at Fellowship Hall by 10:45 a.m.**
6. Vendor will be given the number of carry-out lunches to be prepared at vendor's place of business.
7. Vendor will provide brown paper bags with handles for carry-out. Carry-out bags shall be marked with the department that is picking up the order with matching color-coded ribbon. Carry-out foam containers will be marked with the meat choice in each container.
8. Gallon jugs of tea (with color-coded ribbon tied to the handle to match the department's carry-out bags) and 16 oz. cups shall be provided with the take-out orders to equal to the number of carry-out lunches for each department. No ice is needed for carry-out cups.
9. Banana pudding will be the only carry-out dessert.
10. **Vendor shall transfer all leftover food to disposable pans provided by vendor. Vendor may not take any leftover food from the premises.**

Employee Luncheon

The menu shall be as follows:

Meats

Ham, Fresh Baked (No processed) Portion size: 5 oz.; or
Turkey, Fresh Baked (No processed) Portion size: 5 oz.; or
One combined serving of ham and turkey; portion size: 5 oz.

Vegetables

Cornbread Dressing no less than 4 oz. serving
Giblet Gravy no less than 4 oz. serving
Cranberry Sauce no less than 4 oz. serving
Green Beans no less than 4 oz. serving
Sweet Potato Casserole no less than 4 oz. serving

These items must be served in a 4 oz. serving spoon.

Desserts

Banana Pudding- no less than 4 oz.

Drinks

Tea- sweet/unsweetened
Water

Price per Person \$ _____

Montgomery County reserves the right to cancel any item listed.

If you would like to visit the venue in advance of submitting your bid, please contact Hannah Hawk, Manager of Public Affairs for Montgomery County, at (334)832-1270.

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