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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
Dumpster Rental and Trash Collection

Bid Date:	Bid Number:	Return Quotation By:
May 21, 2020	51901-20B-017	June 5, 2020 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 basis.

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

Florence M. Cauthen
Interim Administrator

GENERAL CONDITIONS AND INSTRUCTIONS

1. Bid Number 51901-20B-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. **Montgomery County Commission may add or delete locations, as needed, during the period of the contract.**
6. 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.
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. 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.
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. The successful bidder awarded the contract/purchase order must provide documentation of its enrollment in the e-verify program. Successful bidder will maintain such insurance as will protect him and Montgomery County from claims under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death which may arise from operations under the contract.
11. If a dispute arises out of or relates to this agreement or its breach, the parties shall

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.

12. If a bidder desires to protest a bid, 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 of Administrator's Office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent 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 or 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*.

13. The selected vendor agrees to protest, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claim, 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 damage 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 loses, 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.
14. The selected vendor affirms that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama for the duration of the agreement. 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.

15. The Montgomery County Commission is committed to increase participation by Minority and Women-Owned Business (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 procurement process in Montgomery County.

Montgomery County proposes to enter into a contract for dumpster rental and trash collection.

SPECIAL PROVISIONS

1. Successful Vendor will keep in effect at all times, and must furnish the Montgomery County Commission, with certificates for the following insurance coverage:
 \$1million General Liability
 \$1million Auto Liability
 \$1million Workers Compensation
2. Vendor must provide performance bond in the amount of contract. Such bond will be required before the start of work by the successful vendor.
3. That Montgomery County Commission and successful vendor reserves the right to terminate agreement at any time during the contract period, providing either party gives a sixty (60) day written notice.

BID FORM

Item No.	Quantity	Description	Unit Price	Extended Amount
1.	1 Each	Dumpster: Annex I; 132 Adams Ave. Size: 8 CY; Pickup: 3 Days: Monday –Friday Before 7:00 am	\$ _____ Month	\$ _____ Year
2.	1 Each	Dumpster: Annex II; 125 Washington Ave.: Size: 4 CY; Pickup; 2 Days Per Week; Tuesday And Friday Before 7:00 am	\$ _____ Month	\$ _____ Year
3.	1 Each	Dumpster: Youth Facility; 1111 Air Base Blvd.: Size: 8 CY; Pickup: 3 Days Per Week; Monday, Wednesday, Friday	\$ _____ Month	\$ _____ Year
4.	1 Each	Dumpster: Davis Treatment Center; 1111 Air Base Blvd; Size 8 CY; Pickup 3 Days Per Week; Monday, Wednesday, Friday	\$ _____ Month	\$ _____ Year
5.	2 Each	Dumpster: Montgomery County Jail; 225 S. McDonough St.: Size: 8 CY; Pickup 1 Day Per Week – Thursday Before 7:00 am	\$ _____ Month	\$ _____ Year
6.	1 Each	Dumpster: Probate/Revenue East; 5449 Atlanta Hwy.: Size: 4 CY; Pickup 1 Day Per Week -Thursday	\$ _____ Month	\$ _____ Year
7.	1 Each	Dumpster: Probate/Revenue West; 3075 Mobile Hwy.: Size: 4 CY; Pickup: 1 Day Per Week – Thursday	\$ _____ Month	\$ _____ Year

8.	1 Each	Dumpster: Probate/ Revenue South; 3425 McGhee Road; Size: 4 CY 1 Day Per Week- Thursday	\$ _____ Month	\$ _____ Year
9.	1 Each	Dumpster: Sheriff's Office Firing Range; 6900 Janet Warner Road; Off of Hwy. 80 W.: Size: 8 CY; Pickup; 1 Day Per Week – Thursday 7:00 A.M. – 3:30 P.M.	\$ _____ Month	\$ _____ Year
10.	1 Each	Dumpster: Alabama Cooperative Extension Service; 5340 Atlanta Hwy.: Size: 2CY Pickup: Once Per Week	\$ _____ Month	\$ _____ Year
11.	1 Each	Roll-Out Container: 90 Gallon; Flatwood Community Center; 360 Williams Drive: Pickup; 1 Day Per Week – Thursday	\$ _____ Month	\$ _____ Year
12.	1 Each	.50 yard Residential Trash Container 129 K-9 Way Pick-Up; 1 Day per Week-Thursday	\$ _____ Month	\$ _____ Year
13.	1 Each	Dumpster: Engineering Shop; 1800 Terminal Road; Size: 8 CY; Pickup: 1 Day Per Week; Thursday; 7:00 A.M. – 3:30 P.M.	\$ _____ Month	\$ _____ Year
14.	1 Each	Dumpster: Pike Road Maintenance Camp; Size: 8 CY; Pickup; 1 Day Per Week; Thursday; 7:00 A.M. – 3:30 P.M	\$ _____ Month	\$ _____ Year
15.	1 Each	Dumpster: Community Corrections, 301 Adams Avenue: 6 CY; Pickup Once Per Week	\$ _____ Month	\$ _____ Year
16.	1 Each	Dumpster – Butler Community Center 3865 Butler Ct., Montgomery, AL Size: 4 CY; Pickup Once Per Week	\$ _____ Month	\$ _____ Year

17.	1 Each	Dumpster – Montgomery County Fleet Maintenance Shop – 1872 Terminal Road Montgomery, AL Size: 8 CY; Pickup Once Per Week	\$ _____ Month	\$ _____ Year
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Total Cost of Dumpsters (Items 1 through 17) \$ _____

Item No.	Quantity	Description	Unit Price	Extended Amount
18.		Dumpster: Open Top; Ramer Maintenance Camp; Pickup Only When Requested; 20 CY		
	24 Hauls Per Year	Haul Charge	\$ _____	\$ _____ Year
	24 Tons Per Year	Landfill Cost Per Ton	\$ _____	\$ _____ Year
19.		Compactor Service: 20 CY; Double End Pickup; Self-contained; Courthouse, 251 South Lawrence Street; Every Other Week; Additional Pick-ups When Requested; Repair And Maintain As Needed		
	52 Hauls Per Year	Haul Charge	\$ _____	\$ _____ Year
	67 Tons Per Year	Landfill Cost Per Ton	\$ _____	\$ _____ Year

20A.		Ramer Transfer Station: Rental; Compactor And Container; Size 40 CY; District III Headquarters On Hickory Grove Road In Ramer; Pickup: 7:00 A.M. – 5:30 P.M.; Container Shall Be Emptied Every Tuesday And Every Friday; Repair And Maintain As Needed Gal breath Econo-Osci, Marathon Ramjet RF-225 or Approved Equal		
		Rental- New	\$ _____ Month	\$ _____ Year
	104 Hauls Per Year	Haul Charge	\$ _____	_____ Year
	298 Tons Per Year	Landfill Cost Per Ton	\$ _____	\$ _____ Year
20B.	1 Each	Ramer Transfer Station: Rental; Compactor And Container; Size 40 CY; District III Headquarters On Hickory Grove Road In Ramer; Pickup: 7:00 A.M. – 5:30 P.M.; Container Shall Be Emptied Every Tuesday And Every Friday; Repair And Maintain As Needed Galbreath Econo-Osci, Marathon Ramjet RF-225 or Approved Equal		
		Rental- Reconditioned	\$ _____ Month	\$ _____ Year
	104 Hauls Per Year	Haul Charge	\$ _____	\$ _____ Year
	298 Tons Per Year	Landfill Cost Per Ton	\$ _____	\$ _____ Year

Note: Quantities of Hauls per year, and Landfill tons per year are estimated.

Total Cost Compactors and Open Top Dumpsters (Items 18,19 and 20A) \$ _____

Total Cost Compactors and Open Top Dumpsters (Items 18, 19 and 20B) \$ _____

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