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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

Vending Machine Services

Bid Date: July 13, 2020	Bid Number: 51988-20B-021	Return Quotation By: July 29, 2020 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.

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.

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GENERAL CONDITIONS AND INSTRUCTIONS

1. The bid number 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. Deliveries shall be to the site and designated location of the ordering department listed on the purchase order. The bid price shall include all freight/delivery, fuel, surcharge, handling, packaging, services charges, paid by the vendor.
6. 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.**
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 contract period will be for three (3) years beginning August 17, 2020 and ending on August 16, 2023, unless cancelled by either party upon written notice given (60) days prior to the expiration of contract. All prices are to remain firm during the contract period.
9. 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 claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death which may arise from operations under the contract.
10. 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.

11. 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 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*.

12. 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.
13. 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.

14. 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 procurement process in Montgomery County.

Montgomery County Commission proposes to enter into a contract for the installation, operation, supplying and servicing of vending machines for various county buildings.

SPECIFICATIONS

- A. The Contractor shall supply, operate and maintain vending machines as follows:
1. The Contractor shall furnish all food, supplies, equipment, management and labor necessary for the efficient and sanitary operation of the vending machine services included in the Invitation to bid. Contactor shall perform, maintain, and operate a vending program, including performance of all required duties, installing product, collecting funds from machines and remitting commissions to Montgomery County. Also, Contractor shall be responsible for picking up and moving machines upon request by Montgomery County.
 2. Contractor will have accessibility to building during normal business hours, 8:00 am to 5:00 pm Monday through Friday to exclude holidays.
 3. Contactor shall be prepared to add/delete machines at the request of Montgomery County at various locations at the discretion of Montgomery County.
- B. The Contractor shall maintain and properly service all machines to insure good working order, clean, sanitary and free of insects/pest.
- C. The Contactor shall install vending machines in areas designated by Montgomery County Commission. The exact designated areas will be specified prior to the beginning of the contract. A list of machines and present locations is listed on Attachment A of the Invitation to bid. Contractor will be responsible for obtaining all licenses, permits and governmental permissions. Contractor shall take into consideration and comply with all current Federal, State, and Local laws, statues, and guidelines.
- D. All machines installed shall be current production model. All machines shall have card swipe feature. All machines shall comply with all accessibility requirements established by Local, State, and Federal guidelines.
- E. The Contractor shall respond to any request for service within 24 hours of the initial contact for repairs. Only trained personnel will maintain and supply machines. A contact number shall be placed on all machines for notification of repair. In the event a machine cannot be repaired within 48 hours, the contractor shall provide a replacement at the Contractor's expense.
- F. The Contactor shall provide a visible decal with a phone number for service, repairs and refunds. The customer service phone number shall be available from 8:00 am to 5:00 pm.

Monday through Friday.

- G. Machines shall be kept continuously stocked with fresh, quality, brand name merchandise. The Contractor will be responsible for removal of outdated merchandise. All merchandise expiration date should be no more than ten (10) days from date of stocking machine. Machines should be inspected weekly to insure the quality of food being offered. All machines shall be serviced every ten (10) days, unless it is determined that the equipment needs to be serviced more frequently.
- H. The Contractor shall furnish with their bid a list of products that are available for vending and the amount of commission that will be paid to the County. Proposed sale prices are subject to approval by Montgomery County. Award of bid will be based on the highest commission percentage paid to Montgomery County Commission.
- I. 25% - 100% of food and beverages sold in the vending machines shall meet the nutrition standards outlined below:
 - 1. 10% or less of the Daily Value (DV) of total fat
 - 2. 10% or less of the Daily Value (DV) of total carbohydrates
 - 3. 5% or more of the Daily Value (DV) of at least one: fiber, vitamin A, vitamin C, iron, or calcium
 - 4. 360 mg or less of sodium
 - 5. Products containing nuts and seeds will be exempt from fat guidelines. Products containing dried or dehydrated fruit will be exempt from the carbohydrate guidelines. Products containing both dried fruit and nuts/ seed will be exempt from both the fat and carbohydrate guidelines.
 - 6. Water- Pure is preferred. Non- carbonated flavored and vitamin enhanced water without artificial sweeteners are permitted.
 - 7. 100% fruit/vegetable juice with no added sweeteners
 - 8. Diet Soda
- J. A voucher refund system shall be required and shall involve dispersing of funds through representatives of Montgomery County. The voucher system shall include a form supplied by the Contractor to be completed by the person making the refund claim. The contractor shall expedite and be liable for the supply and maintenance of funds for such refunds to the satisfaction of Montgomery County. The Contractor shall check designated money refund area(s) weekly for reports of money lost in machines. The area(s) will be conveyed in writing to the Contractor prior to the start of the contract.

K. The Contractor agrees to designate a representative to whom any and all complaints or notices of any kind that Montgomery County may desire to give the contractor in connection with the contracted services may be directed. Contractor agrees to notify Montgomery County in writing of this designated person. Said person will meet and confer with the General Service Director or his designee upon request, to discuss any and all complaints or notices of any kind.

L. All bids must include the following:

1. 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.**
2. Proof of Workers Compensation, if applicable.
3. Proof of liability coverage as specified.

MINIMUM LIABILITY COVERAGE REQUIREMENT

A. The Contractor's Comprehensive General Liability and Workers Compensation shall be written for not less than limits of liability as follows:

1. Comprehensive General Liability

(A) Limits:

\$1,000,000 Each Occurrence (including products)
\$2,000,000 General Aggregate (Excess Liability policy acceptable)
\$ 500,000 Property Damage

2. Workers' Compensation and Employers Liability

(A) \$1,000,000 or Statutory Workers' Compensation Coverage

Montgomery County Commission must be named as an additional insured and so endorsed on the policy, once Invitation to Bid has been awarded.

ATTACHMENT A

List of Machines Locations

This list is current as of June 23, 2020. It is the vendor's responsibility to place machines as requested by Montgomery County Commission.

Item	Location	Area	Type of Vending Machine
1	Courthouse 251 S. Lawrence Street Montgomery, AL 36104	1st Floor Snack Room	2 Drink Machines
		Employee Lounge	2 Snack Machines
			Request
		2 nd Floor	1 Drink Machine 1 Snack Machine
		3 rd Floor	1 Drink Machine
2	Annex I 100 S. Lawrence Street Montgomery, AL 36104	4 th Floor	1 Drink Machine
		1 st Floor	1 Drink Machine 1 Snack Machine
		2 nd Floor	1 Drink Machine 1 Snack Machine
		3 rd Floor Grand Jury	1 Snack Machine
3	Annex II 125 Washington Ave. Montgomery, AL 36104	3 rd Floor Room 306	1 Drink Machine 1 Snack Machine
4	Annex III 101 S. McDonough Street Montgomery, AL 36104	3 rd Floor Probate Court	1 Drink Machine 1 Snack
5	Appraisal Department 131 S. Perry Street Montgomery, AL 36104		1 Drink Machine

6	Montgomery County Detention 225 S. McDonough Street Montgomery, AL 36104	Employee Breakroom	1 Drink Machine 1 Snack Machine 1 Sandwich Machine 1 Change Machine
7	Montgomery County Detention 250 S. McDonough Street Montgomery, AL 36104	Employee Breakroom	1 Drink Machine 1 Snack Machine
8	Montgomery County Youth Facility 1111 Air Base Blvd. Montgomery, AL		1 Drink Machine 1 Snack Machine
9	Probate East 54449 Atlanta Hwy Montgomery, AL		1 Drink Machine 1 Snack Machine
10	Probate South 3425 McGehee Rd Montgomery, AL		1 Drink Machine 1 Snack Machine
11	Probate West 3075 Mobile Hwy Montgomery, AL		1 Drink Machine
12	Sheriff Firing Range Janet Warner Rd. Montgomery, AL		Request 1 Drink Machine 1 Snack Machine

Item	Category of Products	Sales Price
1	Soft Drink, 20 oz.	\$ _____
2	Bottled Water, 20 Oz.	\$ _____
3	Soft Drink 12 oz.	\$ _____
4	Chips	\$ _____
5	Crackers	\$ _____
6	Candy Bars	\$ _____
7	Pastry	\$ _____
8	Gum	\$ _____
9	Headache Powders	\$ _____

_____ % of Monthly Gross Sales

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