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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
COURTHOUSE MOVE**

**MANDATORY PRE-BID MEETING
AUGUST 4, 2020 AT 10:00 A.M.**

Bid Date: July 24, 2020	Bid Number: 51901-20B-022	Return Quotation By: August 11, 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, to refuse all bids, and to waive technicalities.

Questions regarding this bid should be directed to Khristie Davis, Buyer, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1267.

Florence M. Cauthen
County Administrator/Purchasing Agent

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 successful bidder awarded the contract/ purchase order must provide documentation of its enrollment in the e-verify program.
9. 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. Successful vendor shall file the following insurance coverage and limited liability with the Purchasing Department before beginning work with Montgomery County:

General Liability

\$1,000,000 – Bodily injury and property damage combined occurrence

\$1,000,000 – Bodily injury and property damage combined aggregate

\$1,000,000 – Personal injury aggregate
Comprehensive form including premises/operation, products/completed operations
contractual, independent contractors.
Broad form property damage and personal injury.

Automobile Liability

\$1,000,000 – Bodily injury and property damage combined coverage
Any automobile including hired and non-owned vehicles

Worker Compensation and Employers Liability

\$1,000,000 – Limited each occurrence

Umbrella Coverage

\$1,000,000 – Each occurrence

\$1,000,000 – Aggregate

12. 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.
13. 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*.

14. 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.

15. 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.
16. 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 insure 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.

VENDOR REQUIREMENTS

1. **Attend mandatory Pre-Bid meeting, August 4, 2020 at 10:00 A.M., CST, on the 1st Floor of 251 South Lawrence Street, Montgomery, AL. At this time, vendors will be shown the offices to be moved and the contents of these offices.**
2. Successful vendor must be a bonded moving company.
3. Successful vendor must have a minimum of two (2) years experience providing moving services for public agencies.
4. Bidders must submit a minimum of three (3) references each from public agencies, which the bidder has performed moving services for within the last two years, and from private entities.
5. Successful vendor must provide necessary information to the Montgomery County Sheriff's Office to conduct a criminal background check on all employees participating in the move.
6. Successful vendor must demonstrate the ability to meet the project scope without subcontracting the various processes.

SCOPE OF WORK

As part of the renovation of the Montgomery County Courthouse, the offices on the fourth floor will be temporarily relocated to the lower level for work to be completed on the fourth floor. Furniture and equipment will be moved to the lower level, and other items will be stored in space provided by the vendor. Those items stored by the vendor will be moved back to the fourth floor upon completion of Phase 2 of the renovation in approximately eight months. More specifically:

1. The Move will be scheduled on mutually agreeable days between August 26 and September 4, 2020. Normal work hours are 8:00 a.m. – 5:00 p.m., Monday – Friday; however, after hours access can be scheduled to facilitate completion of the move.
2. Vendor will furnish all necessary labor, supplies and materials for all items to be moved, which includes office and courtroom furniture (some of which may require disassembly and reassembly), computer equipment and office equipment.
3. Vendor will provide an individual who will manage all communication, schedule and coordination of the Move and a Project Manager and/or Supervisor who will be on-site during the job.
4. Vendor will supply all supervision, vehicles, drivers, packing materials, boxes, and other

supplies as needed to execute the move. Vendor shall manage its resources to minimize costs. Vendor should coordinate with the General Service Director or his designee for the number of boxes and the information needed on the outside of the box.

5. All of vendor's employees shall be uniformed or wear identification while on site for the Move.
6. Prior to the Move, vendor must measure elevators, stairwell access, doorways and overhangs where necessary to ensure all equipment will fit into all elevators and stairwells where necessary.
7. Vendor will ensure all items to be moved are properly prepped and protected for safe moving. Finishes of furniture, millwork, flooring, walls, floors ceilings, stairways, and windows must retain their pre-move appearance and function. Proper equipment and/or vehicles must be utilized to transport.
8. Vendor assumes all responsibility for damaged or lost property and must resolve any such issues within 30 days of discovery through replacement, repair, or reimbursement.
9. Vendor will remove all cartons and related debris from the site.
10. Vendor shall verify the accurate placement of all items moved to a destination prior to leaving the job during the move period.
11. After the move, vendor's representative shall conduct a punch list walk with the General Service Director or his designee.

Total bid for all services described above: \$ _____

The bid will be awarded to the lowest responsible bidder.

**REPUTATION, PAST PERFORMANCE, AND REFERENCES ARE CRITICAL
CONSIDERATIONS FOR AWARD OF THIS BID.**

REFERENCE LIST

This reference list shall be completed and attached to the bid form when submitted to the Purchasing Office. Bids received without this completed reference list, will be disqualified.

List three (3) public agencies that you have performed moving services for in the last two (2) years.

1.		
	Public Agency	
	Name of Contact Person/Title	
	Phone Number	Email Address
2.		
	Public Agency	
	Name of Contact Person/Title	
	Phone Number	Email Address
3.		
	Public Agency	
	Name of Contact Person/Title	
	Phone Number	Email Address

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