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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

Delivery, Setup and Retrieval of Election Equipment

Bid Date: February 2, 2021	Bid Number: 51910-21B-011	Return Quotation By: February 22, 2021 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 and 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. Bidders 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. Separately, the Montgomery County Commission reserves the right to award the contract to a local responsible bidder if the bid is within 10% of a foreign entity's bid. A foreign entity is a business that does not have a place of business within the State of Alabama.
8. The contract period will begin on the date of award and end December 31, 2023. Prices shall remain firm for the duration of the contract.
9. The successful bidder awarded the contract/ purchase order must provide documentation of its enrollment in the e-verify program.
10. Montgomery County reserves the right to perform a criminal background check on successful vendor's employees that will be servicing the County.
11. Montgomery County Commission or the successful vendor reserves the right to cancel this contract with a one hundred and twenty day (120) written notice at any time during the contract.

12. 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

13. Successful bidder shall maintain such insurance throughout the term of the contract.
14. 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.
15. 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*.

16. 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.
17. 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.
18. 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.
19. Montgomery County Commission may review bidder's qualifications and references as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request.
20. Montgomery County Commission reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
21. While the bid award may be made to the lowest bidder meeting all specifications, Montgomery County Commission will not award the bid on the basis of the low bid only. Quality, conformity with specifications, terms of delivery, past service history, and

experience are among factors that may be considered in determining the lowest responsible bidder.

23. Montgomery County Commission reserves the right to award the bid in any manner that is in the best interest of the County.

Vendor Requirements

1. Successful vendor shall furnish all necessary personnel, labor, vehicles, and equipment to load, transport, unload and setup voting equipment.
2. Successful vendor's vehicles must be enclosed and contain equipment suitable for securing and transporting electronic equipment.
3. Successful vendor must be a bonded moving company.
4. Successful vendor must have a minimum of two (2) years experience providing comparable services, preferably delivery of election equipment for public agencies.
5. Bidders must submit references from a minimum of three (3) companies for which the bidder has performed comparable services within the last two (2) years.
6. Successful vendor must become familiar with the location of voting precincts and equipment storage facilities.
7. Successful vendor must have at minimum a two (2) person crew.
8. Successful vendor must have a minimum of three (3) crews able to deliver and setup voting precincts simultaneously.
9. Successful vendor must have a minimum of one (1) dedicated vehicle per route.
10. Successful vendor will ensure all items are properly prepped and protected for safe transport.
11. Successful vendor is required to have a working knowledge of electronic voting equipment.
12. Successful vendor assumes all responsibility for damaged or lost property and must resolve any such issues within thirty (30) days of discovery through replacement, repair or reimbursement.
13. Successful vendor must demonstrate the ability to meet the project scope without subcontracting the various processes. Successful vendor may not assign, transfer, convey, or otherwise dispose of the contract or its rights, title or interest in or the same, or any part thereof, without written consent from Montgomery County Commission.

Scope of Work

Montgomery County Commission proposes to enter into a contract with a qualified professional moving company for the delivery and complete setup of election equipment and supplies to voting precincts before scheduled elections and retrieval of equipment and supplies after the election. Precincts may be added, removed and/or relocated during the term of the contract.

1. Specialized care of election equipment is required, especially during the delivery and retrieval.
2. The election equipment includes but is not limited to: electronic voting equipment, precinct specific ballots, signs, election supplies, ADA handicap accessible equipment and tabulation equipment. All equipment and supplies must be safely transported, accurately delivered, and staged at the designated precincts for the specified election.
3. The ability to provide the required personnel, labor and equipment to meet scheduled deadlines with an exceptional service level and attention to detail are critical factors.
4. Montgomery County Elections personnel will provide vendor detailed instructions on election equipment set-up and configurations.
5. All elections administered by the Judge of Probate for Montgomery County, which may include elections for the City of Montgomery and the Town of Pike Road, are included in the in the scope of work. All elections may not include delivery to all precincts.

Price per precinct for the above services \$ _____

**Price per precinct for services after
5:00p and/or weekends** \$ _____

Precinct No.	Precinct Location (February 1, 2021)
101	Drum Theater/Huntington College - 1125 East Fairview Avenue
102	Vaughn Park Church of Christ - 3800 Vaugh Road
103	Montgomery Museum of Fine Arts - One Museum Drive Blount Park
104	Whitfield United Methodist Church - 2673 Fisk Road
105	Aldersgate United Methodist Church - 6610 Vaughn Road
106	City of Refuge Church - 3820 Woodley Road
107	Trenholm State (Patterson Campus, Bldg. D) - 3920 Troy Highway
201	St. Paul AME Church - 706 East Patton Avenue
202	Beulah Baptist Church - 3703 Rosa L. Parks Avenue
203	Hayneville Road Community Center - 3315 Hayneville Road
204	AFED Conference Ctr. (FKA – Fresh Anointing) - 150 East Fleming Road
205	Southlawn Baptist Church - 5340 Mobile Highway
206	Macedonia Miracle Kingdom & Worship Ctr - 3070 Selma Highway
207	Hunter Station Community Center - 20 Melton Street
208	Catoma Elementary School - 1760 Mitchell Young Road
209	First Southern Baptist Church - 1125 Wasden Road (Hope Hull)
210	Pintlala Volunteer Fire Department - 250 Federal Road (Hope Hull)
211	Rufus Lewis Library - 3095 Mobile Highway
301	Dalraida Church of Christ - 3740 Atlanta Highway
302	Eastern Hills Baptist Church - 3604 Pleasant Ridge Road
303	Eastmont Baptist Church - 4505 Atlanta Highway
304	Lagoon Park Fire Station - 2710 Lagoon Park Drive
305	Frazer United Methodist Church - 6000 Atlanta Highway
306	Eastdale Baptist Church - 400 Burbank Drive
401	St. James Baptist Church - 3424 South Court Street
402	McIntyre Community Center - 1240 Hugh Street
403	Cleveland Avenue YMCA - 1201 Rosa L. Parks Avenue
404	Alabama State University/Acadome - 1595 Robert C. Hatch Drive
405	Houston Hills Community Center - 207 N. Hall Street
406	Newtown Community Center - 1765 North Decatur Street
407	King Hill Community Center - 814 Claremont Avenue
408	Highland Gardens Community Center - 2805 Willena Avenue
409	Chisholm Community Center - 545 Vandiver Boulevard
410	Sheridan Heights Community Center - 3501 Faro Drive
411	Union Academy Baptist Church - 4748 Lower Wetumpka Road
412	Union Chapel AME Church - 3100 Old Wetumpka Highway
413	Passion Church Montgomery -6825 Wares Ferry Road
501	First Christian Church - 1705 Taylor Road
502	Snowdoun Women’s Club - 6145 Norman Bridge Road
503	Lapine Baptist Church - 164 Webster Street (Lapine)

504	Ramer Library - 5444 State Highway (Ramer)
505	Covenant Ministries International, Inc. - 4870 Woodley Road
506	Davis Crossroads Fire Station - 6475 Mt. Zion Road (Ramer)
507	Dublin Fire Station - 8898 State Highway 94 (Ramer)
508	Pine Level Fire Station - 393 Moore Road (Ramer)
509	Woodland United Methodist Church - 4428 Wallahatchie Road (Pike Road)
510	Georgia Washington Middle School - 696 Georgia Washington Road (Pike Road)
511	Arrowhead County Club - 50 Ocala Drive
512	St. James United Methodist Church - 9045 Vaughn Road

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) companies that you have performed comparable services for in the last two (2) years.

1. _____
Company Name

Name of Contact Person/Title

Phone Number Email Address
2. _____
Company Name

Name of Contact Person/Title

Phone Number Email Address
3. _____
Company Name

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 Veteran Owned: _____ Yes _____ No

Is the Company Disadvantaged 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