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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 **Temporary Personnel**

Bid Date: April 6, 2021	Bid Number: 51100-21B-016	Return Quotation By: April 26, 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, Purchasing Manager, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1267.

Florence M. Cauthen
County Administrator

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 be for three (3) years beginning the date of award. 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. 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. Montgomery County Commission or the successful vendor reserves the right to cancel this contract with a ninety day (90) written notice at any time during the contract.

11. 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.

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.
17. 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.
18. 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.
19. 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.
20. Montgomery County Commission reserves the right to award the bid in any manner that is in the best interest of the County.

Montgomery County Commission desires to enter into a contract for temporary personnel services for various departments on an as needed basis.

GENERAL INFORMATION

1. Work hours will vary dependent upon position and needs.
2. Temporary personnel shall be subject to the rules, regulations and policies of the Montgomery County Commission.
3. Temporary personnel will be paid the hours they worked with a minimum of four (4) hours.
4. Upon completion and/or cancellation of the contract, Montgomery County Commission will have no further obligation, responsibilities and/or liabilities with respect to temporary personnel.
5. Montgomery County Commission may provide reasonable ADA accommodations to permit a qualified applicant with a disability the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for educational background, employment experience, skills and any other qualification standards that are job related and must be able to perform the tasks.

VENDOR REQUIREMENTS

1. Successful vendor must conduct criminal background checks and inform Montgomery County Commission of any negative outcome of all background checks. Montgomery County Commission reserves the right to release any temporary employee with an unfavorable background.
2. Montgomery County Commission requires that all temporary employees be verified as legally eligible to work in the United States through the Department of Homeland Security. This documentation is required in addition to the completion of the I-9 form.
3. Successful vendor will not charge a fee of any kind for an employee that the Montgomery County Commission wishes to hire on a full-time, part-time, permanent or limited basis; nor shall an employee be extended on the successful vendor's payroll once the employee is placed on the Montgomery County Commission's payroll.
4. Successful vendor should include a copy of their ADA policy, equal employment policy, sexual harassment policy, workers compensation policy, sick leave and vacation policies, and any additional company policies.
5. Successful vendor must be in and remain in compliance with all applicable federal, state,

county and municipal laws, regulations, resolutions and ordinances.

6. The successful vendor must have adequate personnel in each category available for temporary employment. The exact job requirements, required skill level, job description, number of temporary personnel, days, hours, etc. will be determined by the various departments as needs arise.
7. Successful vendor should have a physical location in or near Montgomery County, Alabama.
8. Bidders must submit references from a minimum of three (3) companies for which the bidder has provided temporary personnel services within the last two (2) years.
9. 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

1. Training will be conducted on-site and on-the-job.
2. Regular, punctual attendance is required. The successful vendor or the employee will notify the manager of each location of any absence/late arrival at least thirty (30) minutes prior to the start of the shift.
3. The Montgomery County Commission will provide the successful vendor with information regarding attendance, dress, appearance, holiday closures and other rules relating to the work environment.
4. Temporary employees will be required to have the skills listed in the job description.
5. Overtime will be paid at the rate of one and one-half (1 ½) times the hourly pay rate per hour for hours physically worked over forty (40) hours in a week. A week is defined as beginning at 12:00 a.m. on Monday and ending 12:00 midnight on Sunday.
6. Time sheets will be provided by the successful vendor. Successful vendor must provide Montgomery County Commission with the intended procedures for the distribution and collection of timesheets and the calculating and verifying hours.
7. The successful vendor shall provide worker's compensation and unemployment insurance benefits, at its expense for all temporary employees provided to Montgomery County Commission.
8. The successful vendor must provide a list of their company's recognized holidays.

9. The successful vendor will discuss the duties and skills indicated in the job description with each prospective employee and may be required to provide proof of prospective employee's qualifications.
10. The pay rate and job description will be established by Montgomery County Commission at the time a temporary employee is requested.

BID SUBMITTAL

Bidders shall quote a mark-up percentage for temporary personnel. This mark-up percentage will be used to calculate the hourly pay rate. The following formula will be used to calculate this rate (Pay Rate * 1 + Mark-up Percentage = Hourly Rate).

Mark-up Percentage _____%

Montgomery County Commission reserves the right to award this bid to the lowest responsible bidder with consideration given to mark-up percentage, conformity to specifications, compatibility, and performance history.

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 provided temporary employment 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 Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Caucasian

_____ 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