

**Khristie Davis**, Purchasing Manager  
khristiedavis@mc-ala.org  
(334) 832-1267

**Cynthia Hill**, Buyer I  
cynthiahill@mc-ala.org  
(334) 832-2526



**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**  
**Janitorial Services at**  
**Elton Dean Park and Montgomery County Activity Center**

| <b>Bid Date:</b>      | <b>Bid Number:</b>   | <b>Return Quotation By:</b>               |
|-----------------------|----------------------|-------------------------------------------|
| <b>August 3, 2021</b> | <b>57200-21B-022</b> | <b>August 23, 2021<br/>10:00 a.m. CST</b> |

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 Khristie Davis, 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. Late bids will not be opened.
4. 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.
5. 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.**
6. 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.
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. 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.
9. The contract period will be for three (3) years beginning the date of award. Prices shall remain firm for the duration of the contract.
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 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.

11. Montgomery County Commission or the successful vendor reserves the right to cancel this contract with a sixty day (60) written notice at any time during the contract.
12. Montgomery County Commission reserves the right to add and/or remove cleaning area and locations at any time during the contract.
13. 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

13. 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.
14. 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*.

15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.

21. 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 is accepting bids from professional janitorial services companies to clean the restrooms at Elton Dean Park and Montgomery County Activity Center in Montgomery County. The successful vendor shall provide all personnel, cleaning supplies, equipment, and transportation necessary to perform the services described herein.

### **Scope of Work**

1. Restrooms are to be cleaned and serviced two (2) times per week.
2. All chemicals must be EPA approved with a hospital grade disinfectant. Special attention must be given to prevent mold, fungi and bacterial growth.
3. Thoroughly clean toilets, toilet seats, and urinals with acid free bowl cleaner, rinse thoroughly. Wipe each toilet, toilet seat, and urinal completely with disinfectant. Bright metal parts are to be dry- shined.
4. Thoroughly clean and dry inside and out of wash basins, including bottom, faucets, and spigots. Rinse thoroughly to remove any residue. Wipe each item with disinfectant solution and allow to air dry.
5. Thoroughly clean all glass and mirrors using alcohol-based glass cleaner. Surface should be streak, smear, and smudge free. Attached frames, edges and shelves must also be cleaned and dried.
6. Thoroughly clean all walls including switch and electrical outlet covers, doors (including entrance doors inside and outside), partitions and handrails with proper chemicals and proper dilution. Rinse thoroughly as needed, then wipe all areas with disinfectant solution and allow to air dry.
7. Clean waste receptacles inside and out, wipe with disinfectant solution and allow to air dry.
8. Thoroughly sweep and damp mop all areas with disinfectant solution. Finished floor must be clean, streak free and air dried.
9. Empty waste receptables and remove all trash.
10. Successful vendor must check all dispensers each service and fill when necessary (soap, toilet tissue, paper towels, etc.)

### **Vendor Requirements**

1. Successful vendor must have a minimum of two (2) years' experience providing janitorial services to public agencies.
2. Bidders must submit a minimum of three (3) references from public agencies, which the bidder has performed janitorial services for within the last two years.
3. Successful vendor shall provide a monthly log to document each location's cleaning day and time in/out. This log shall be submitted with monthly invoice.
4. Successful vendor will maintain a current inventory of the janitorial supplies provided by Montgomery County Commission, which includes trash liners, soap, toilet paper, and paper towels.
5. Successful vendor must maintain a record of keys signed in/out by each employee. The vendor may be required to replace, re-key or to reimburse the County for the replacement of locks or re-keying as a result of keys lost by vendor. It is the vendor's responsibility to prohibit the use of keys by persons other than the vendor's employees.
6. Successful vendor shall be held responsible for any breakage, damage or loss incurred through carelessness.
7. Successful vendor shall furnish ample safety devices (caution-wet floor signs, ribbons, etc.) positioned appropriately when mopping floors and out of order signs to warn users of temporary conditions.
8. Successful vendor is responsible for reporting maintenance issues to the Director of Parks and Recreation as soon as they are discovered.
9. Successful vendor must respond within two (2) hours to emergency calls for problems that may arise that need immediate attention. These services should be documented on the monthly log.
10. Successful vendor must respond within twenty-four (24) hours to calls for cleaning services for special events. This requires cleaning and servicing before and after the event. These services should be documented on the monthly log.
11. In the event the successful vendor is called to clean for an emergency or special event, the vendor shall bill Montgomery County at the daily rate quoted.
12. 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.

|                                                                            |        |        |            |
|----------------------------------------------------------------------------|--------|--------|------------|
| Montgomery County Activity Center<br>147 Old School Road<br>Grady, Alabama | Toilet | Urinal | Wash Basin |
| Cafeteria/Lobby                                                            | 4      | 1      | 3          |
| Behind Room No. 504                                                        | 5      | 1      | 4          |
| Room No. 506                                                               | 2      | 0      | 2          |
| Room No. 507                                                               | 2      | 0      | 2          |
| Room No. 508                                                               | 2      | 2      | 1          |
| Outside Ballfield (front)                                                  | 2      | 2      | 2          |
| Outside Ballfield (back)                                                   | 3      | 0      | 2          |
|                                                                            |        |        |            |
| Elton N. Dean Sr. Park<br>7251 Old Selma Road<br>Montgomery, Alabama       | 3      | 1      | 4          |

Contact James Williams, Director of Parks and Recreation at [jameswilliams@mc-ala.org](mailto:jameswilliams@mc-ala.org) if you would like to make arrangements for a site visit.

### BID FORM

| Item No. | Locations                                                                  | Daily Rate | Monthly Rate |
|----------|----------------------------------------------------------------------------|------------|--------------|
| 1.       | Montgomery County Activity Center<br>147 Old School Road<br>Grady, Alabama | \$ _____   | \$ _____     |
| 2.       | Elton N. Dean Sr. Park<br>7251 Old Selma Road<br>Montgomery, Alabama       | \$ _____   | \$ _____     |

Total Monthly Cost Item Nos. 1 & 2 \$ \_\_\_\_\_

## 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 janitorial 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

**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