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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

Dumpster Rental and Trash Collection

Bid Date: May 5, 2022	Bid Number: 51901-22B-016	Return Quotation By: May 26, 2022 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, item by item basis, to refuse all bids, and to waive technicalities.

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

A handwritten signature in blue ink, appearing to read "Florence M. Cauthen", written over a horizontal line.

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 bidder is not required to have a City of Montgomery business license or a Montgomery County business license, bidder 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. In addition, 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, per Alabama Act 2015-293. 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 one (1) year, beginning from the date of award and ending one (1) year thereafter with an option to renew for an additional two (2) years, in one (1) year periods. At the end of each one (1) year contract period, a Consumer Price Index (CPI) adjustment may be allowed.
9. The successful bidder awarded the contract must provide documentation of its enrollment in the e-verify program.
10. Montgomery County Commission or the successful vendor reserves the right to cancel this contract with a sixty (60) day written notice at any time during the contract.
11. Successful bidder shall file proof of 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 bidder 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 bidder agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful bidder 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 bidder 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 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 contracting and bidding 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.
20. 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 proposes to enter into a contract with a qualified professional waste management company to provide trash dumpster rental, waste collection and hauling services at various locations.

Vendor Requirements

1. Vendor shall service dumpsters by providing weekly waste collection and hauling of the waste to an Alabama EPA approved and licensed landfill.
2. Vendor shall provide all necessary equipment and appurtenances to deliver and service the dumpsters.
3. Any container that becomes unfit for refuse storage, or loses its protection against vermin, shall be replaced by the vendor at no cost to Montgomery County.
4. Bidder will give cost for additional unscheduled, as needed pickups requested by the County, within a twenty-four (24) hour notice.
5. Prior to submitting a bid, vendor must be familiar with the conditions in which the dumpsters can be serviced and the equipment that is needed to perform such actions as required in the specifications.
6. Vendor shall comply with requirements of all local, state, and federal regulating agencies.
7. Unit cost are to be all inclusive; including delivery, fuel, labor, materials, equipment, permits, registrations, licenses, insurances, and landfill fees.
8. 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.
9. Successful vendor must provide a performance bond in the amount of contract.
10. The list consists of the sizes and locations of dumpsters anticipated for this contract. Montgomery County Commission reserves the right to add or remove locations, change the size and quantity of dumpsters at any location throughout the duration of the awarded contract at the prices submitted in this bid.

BID FORM

Item No.	Quantity	Description	Unit Price	Extended Amount
1.	1 Each	Dumpster: Annex I; 132 Adams Ave. Size: 8 CY; Pickup: 3 Days: Monday – Friday Before 7:00 am	\$ _____ Month	\$ _____ Year
2.	1 Each	Dumpster: Annex II; 125 Washington Ave.: Size: 4 CY; Pickup; 2 Days Per Week; Tuesday And Friday Before 7:00 am	\$ _____ Month	\$ _____ Year
3.	1 Each	Dumpster: Youth Facility; 1111 Air Base Blvd.: Size: 8 CY; Pickup: 3 Days Per Week; Monday, Wednesday, Friday	\$ _____ Month	\$ _____ Year
4.	1 Each	Dumpster: Davis Treatment Center; 1111 Air Base Blvd; Size 8 CY; Pickup 3 Days Per Week; Monday, Wednesday, Friday	\$ _____ Month	\$ _____ Year
5.	2 Each	Dumpster: Montgomery County Jail; 225 S. McDonough St.: Size: 8 CY; Pickup 1 Day Per Week – Thursday Before 7:00 am	\$ _____ Month	\$ _____ Year
6.	1 Each	Dumpster: Probate/Revenue East; 5449 Atlanta Hwy.: Size: 4 CY with lock; Pickup 1 Day Per Week -Thursday	\$ _____ Month	\$ _____ Year
7.	1 Each	Dumpster: Probate/Revenue West; 3075 Mobile Hwy.: Size: 4 CY; Pickup: 1 Day Per Week – Thursday	\$ _____ Month	\$ _____ Year
8.	1 Each	Dumpster: Probate/ Revenue South; 3425 McGhee Road: Size: 4 CY 1 Day Per Week- Thursday	\$ _____ Month	\$ _____ Year

9.	1 Each	Dumpster: Sheriff's Office Firing Range; 6900 Janet Warner Road; Off of Hwy. 80 W.: Size: 8 CY; Pickup; 1 Day Per Week – Thursday 7:00 A.M. – 3:30 P.M.	\$ _____ Month	\$ _____ Year
10.	1 Each	Dumpster: Alabama Cooperative Extension Service; 5340 Atlanta Hwy.: Size: 2CY Pickup: Once Per Week	\$ _____ Month	\$ _____ Year
11.	1 Each	Roll-Out Container: 90 Gallon; Flatwood Community Center; 360 Williams Drive: Pickup; 1 Day Per Week – Thursday	\$ _____ Month	\$ _____ Year
12.	1 Each	Dumpster: Engineering Shop; 1800 Terminal Road; Size: 8 CY; Pickup: 1 Day Per Week; Thursday; 7:00 A.M. – 3:30 P.M.	\$ _____ Month	\$ _____ Year
13.	1 Each	Dumpster: Pike Road Maintenance Camp; Size: 8 CY; Pickup; 1 Day Per Week; Thursday; 7:00 A.M. – 3:30 P.M	\$ _____ Month	\$ _____ Year
14.	1 Each	Dumpster: Community Corrections, 301 Adams Avenue: 6 CY; Pickup Once Per Week	\$ _____ Month	\$ _____ Year
15.	1 Each	Dumpster – Butler Community Center 3865 Butler Ct., Montgomery, AL Size: 4 CY; Pickup Once Per Week	\$ _____ Month	\$ _____ Year
16.	1 Each	Dumpster – Montgomery County Fleet Maintenance Shop – 1872 Terminal Road Montgomery, AL Size: 8 CY; Pickup Once Per Week	\$ _____ Month	\$ _____ Year

17.	1 Each	Dumpster – Elton N. Dean, Sr. Park 7251 Old Selma Road, Montgomery, AL Size: 6 CY Easy Load Slant Top with Lock Bar; Pickup Once Per Week	\$ _____ Month	\$ _____ Year
18.	1 Each	Dumpster – Election Center’s Warehouse 874A Plantation Way, Montgomery, AL Size: 2 CY; Pickup Once Per Week	\$ _____ Month	\$ _____ Year

Total Cost of Dumpsters (Items 1 through 18) \$ _____

Item No.	Quantity	Description	Unit Price	Extended Amount
19.		Dumpster: Open Top; Ramer Maintenance Camp; Pickup Only When Requested; 20 CY		
	24 Hauls Per Year	Haul Charge	\$ _____	\$ _____ Year
	24 Tons Per Year	Landfill Cost Per Ton	\$ _____	\$ _____ Year
20.		Compactor Service: 20 CY; Double End Pickup; Self-contained; Courthouse, 251 South Lawrence Street; Every Other Week; Additional Pick-ups When Requested; Repair and Maintain as Needed		
	52 Hauls Per Year	Haul Charge	\$ _____	\$ _____ Year
	67 Tons Per Year	Landfill Cost Per Ton	\$ _____	\$ _____ Year

21A.		Ramer Transfer Station: Rental; Compactor And Container; Size 40 CY; District III Headquarters On Hickory Grove Road In Ramer; Pickup: 7:00 A.M. – 5:30 P.M.; Container Shall Be Emptied Every Tuesday And Every Friday; Repair and Maintain as Needed Gal breath Econo-Osci, Marathon Ramjet RF- 225 or Approved Equal Rental- New	\$ _____ Month	\$ _____ Year
	104 Hauls Per Year	Haul Charge	\$ _____	_____ Year
	298 Tons Per Year	Landfill Cost Per Ton	\$ _____	\$ _____ Year
21B.	1 Each	Ramer Transfer Station: Rental; Compactor And Container; Size 40 CY; District III Headquarters On Hickory Grove Road In Ramer; Pickup: 7:00 A.M. – 5:30 P.M.; Container Shall Be Emptied Every Tuesday And Every Friday; Repair and Maintain as Needed Galbreath Econo-Osci, Marathon Ramjet RF-225 or Approved Equal Rental- Reconditioned		
	104 Hauls Per Year	Haul Charge	\$ _____ Month	\$ _____ Year
	298 Tons Per Year	Landfill Cost Per Ton	\$ _____	\$ _____ Year

Item No.	Description	Unit Price
22.	8 CY, unscheduled pick-up, as needed	\$ _____
23.	4 CY, unscheduled pick-up, as needed	\$ _____
24.	2 CY, unscheduled pick-up, as needed	\$ _____
25.	90 Gallon, unscheduled pick-up, as needed	\$ _____

Note: Quantities of Hauls and Landfill tons per year are estimated.

Total Cost Compactors and Open Top Dumpsters (Items 19, 20, and 21A) \$ _____

Total Cost Compactors and Open Top Dumpsters (Items 19, 20, and 21B) \$ _____

Total Cost of unscheduled pick-up, as needed (Items 22 -25) \$ _____

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

_____ Caucasian

_____ 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