

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

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

Jackie Weatherington, Buyer I
jackieweatherington@mc-ala.org
(334) 832-1603



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 **Pest Control Services**

Bid Date: June 8, 2022	Bid Number: 51901-22B-017	Return Quotation By: June 29, 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, or 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 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 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 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.
14. 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.
15. 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 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.
17. 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.
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 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.
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.
22. 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.

SCOPE OF WORK

Montgomery County Commission proposes to enter into a contract with a qualified, experienced and license company to provide pest control services at various county buildings. Montgomery County Commission reserves the right to add and/or remove locations as needed during the contract period.

SPECIFICATIONS

1. Vendor shall bid a complete pest control service consisting of providing all equipment, supervision, labor, pesticide and any other materials necessary to perform services.
2. Services on a monthly or quarterly basis shall include but not be limited to rodents, insects, arachnids, arthropods, nest of stinging insects within the property boundaries and other infectious pests inside and outside of buildings.
3. All chemicals and pesticides used must comply with the latest state and federal Environmental Protection Agency (EPA) standards governing the health and safety of humans and animals.
4. Vendor shall be responsible for application of pesticides according to the label and all application regulations.
5. Vendor shall take all necessary precautions to ensure the safety of county employees and the general public.
6. Vendor must ensure that trained personnel with proper licenses apply pesticides.
7. Pesticides shall not be stored in any county building.
8. Pesticide application shall not have a deleterious effect on painted surfaces, asphalt, or floor covering.
9. Odorless chemicals shall be applied in areas where requested by departments at no additional charge.
10. Gel packs shall be placed on the exterior of buildings. Spraying the exterior of the building will be completed at no additional charge.
11. Fogging shall be restricted to exceptional circumstances where problems are constant.
12. Prices quoted should include call back service request that may be necessary for troublesome or spontaneous outbreaks of pests.
13. Successful vendor must be able to respond to an as needed service call within twenty-four (24) hours of initial request, including after hours, weekends and holidays.

VENDOR REQUIREMENTS

1. Bidder must be licensed through the Alabama Department of Agriculture and Industries for all services performed under this agreement.
2. Bidder must submit a copy of all state required licenses with the bid.
3. Bidder must submit with their bid, three (3) references of contracts they have serviced in the last three (3) years for pest control services performed that are comparable in size to the buildings listed in this invitation to bid.
4. Current labels and Material Safety Data Sheets (MSDS) for all pesticides and chemicals that will potential be used under this contract must be submitted with the bid.
5. The bidder's Standard Pest Control Agreement must be submitted with the bid.
6. Successful vendor must maintain a business telephone where they can be reached if a problem occurs.
7. Successful vendor shall be held responsible for any breakage, damage or loss incurred through carelessness of any of its employees.
8. Successful vendor shall provide upon award of bid a surety bond.
9. Successful vendor must submit monthly invoices and a sign-in sheet for the services performed during a month or quarter. Invoices shall be identified by location. Sign-in sheets must be signed and dated by a county employee at each location being serviced as indication the work was performed. Invoices received without sign-in sheets will not be paid.

Part I

Item	Location			Total Cost
1	Courthouse 251 S. Lawrence St. (104,550 sq. ft.)	Quarterly	\$ <u> </u> Quarter	\$ <u> </u> Year
2	Annex I 100 S. Lawrence St. (132,892 sq. ft.)	Monthly	\$ <u> </u> Month	\$ <u> </u> Year
3	Annex II 125 Washington Ave. (23,400 sq. ft.)	Quarterly	\$ <u> </u> Quarter	\$ <u> </u> Year
4	Annex III 101 S. Lawrence St. (73,972 sq. ft.)	Monthly	\$ <u> </u> Month	\$ <u> </u> Year
5	Carnegie Building 131 S. Perry St. (13,675 sq. ft.)	Quarterly	\$ <u> </u> Quarter	\$ <u> </u> Year
6	Greil Building 305 S. Lawrence St. (9,488 sq. ft.)	Quarterly	\$ <u> </u> Quarter	\$ <u> </u> Year
7	Youth Facility 111 Airbase Blvd. (54,930 sq. ft.)	Monthly	\$ <u> </u> Month	\$ <u> </u> Year
8	Youth Facility: Trailer E Located behind the Youth Facility (1,440 sq. ft.)	Monthly	\$ <u> </u> Month	\$ <u> </u> Year

9	Youth Facility: Trailer F Located behind the Youth Facility (1,536 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
10	Youth Facility: Camp Davis Treatment Center Bldgs. 2,3,4,6,7,8,9 (7,576 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
11	Youth Facility: Dorrough Building 1113A Airbase Blvd. (3,300 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
12	Engineering Dept. Sign Shop 1800 Terminal Rd. (6,880 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
13	County Shop 1852 Terminal Rd. (11,500 sq. ft.)	Quarterly	\$ _____ Quarter	\$ _____ Year
14	District I 1800 Terminal Rd. (6,152 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
15	District II 2093 Meriwether Rd. Pike Rd, AL 36064 (256 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
16	District III 5596 E. Hickory Grove Rd. Ramer, AL 36069 (7,800 sq. ft.)	Quarterly	\$ _____ Quarter	\$ _____ Year

17	Probate/Revenue East 5449 Atlanta Hwy. (8,200 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
18	Probate/Revenue South 3425 McGehee Rd. (8,960 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
19	Probate/Revenue West 3075 Mobile Hwy. (9,076 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
20	Sheriff Warehouse 1050 Day St. (12,828 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
21	Sheriff, Firing Range Janet Warner Rd. (1,875 sq. ft.) Training Facility (5,076 sq. ft.) Shooting House (2,000 sq. ft.) FAT's House (736 sq. ft.) Storage Shed (240 sq. ft.) Total: (9,927 sq. ft.)	Quarterly	\$ _____ Quarter	\$ _____ Year
22	Sheriff Office: Ramer Sub-station 129 Main St Ramer, AL 36069 (1,066 sq. ft.)	Quarterly	\$ _____ Quarter	\$ _____ Year
23	Fleet Maintenance Shop 1872 Terminal Road Montgomery, AL 36108 (13,100 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year

24	Sheriff's Office K9 Facility 129 K9 Way Montgomery, AL 36105 (1,000 sq. ft.)	Quarterly	\$ _____ Quarter	\$ _____ Year
25	Prestwood Building 350 Adams Ave. (9,776 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
26	Community Corrections 301 S. McDonough St. Front Bldg. (5,152 sq. ft.) Back Bldg. (1,482 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
27	Care Here Health Clinic 300 S. Hull St. (2,552 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
28	Annex IV Family Justice Center 530 S. Lawrence St. (9,234 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
29	Sheriff's Office Building 514 Herron St. (1,200 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
30	Flatwood Recreation Center 360 Williams Dr. (2,460 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
31	Montgomery County Activity Center 147 Old School House Rd. Grady, AL 36036 (22,400 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year

Total price for the year - Part I \$ _____

Part II

32	Detention Facility 225 S. McDonough St. (169,768 sq. ft.)	Monthly	\$ _____ Month	\$ _____ Year
33	Detention Facility 250 S. McDonough St. includes kitchen (91,008 sq. ft.) Kitchen will be sprayed two (2) times each month after 7:00 p.m. CST.	Monthly	\$ _____ Month	\$ _____ Year

Total price for the year - Part II \$ _____

Montgomery County Commission reserves the right to award this bid based on a combination of Part I and Part II, or separately.

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 agencies that you have performed pest control services for in the last three (3) years.

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