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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 **Milk and Juice Products**

Bid Date: September 12, 2022	Bid Number: 52602-22B-026	Return Quotation By: September 27, 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 basis, to refuse all bids, and to waive technicalities.

Questions regarding this bid should be directed to Myrtle Singleton, Administrative Services Manager, Montgomery County Administrative Building Annex I, 100 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-7705.

Florence M. Cauthen
County Administrator/Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. 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. Vendors 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.
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-year periods. At the end of the (1) year contract period, a price increase may be allowed, but shall not be more than five percent (5%) per year.
9. The successful bidder awarded the contract/ purchase order 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 vendor 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.

Successful vendor shall file the following insurance coverage and limited liability with the County's 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

\$100,000 – 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 in the best interest of the County.

SPECIFICATIONS FOR PASTEURIZED, ULTRA PASTEURIZED MILK AND JUICE PRODUCTS

1. The quality of said milk shall comply with Title 2, Chapter 13, Articles 1 and 3 of the Alabama Code 1975.
2. All milk should contain vitamins A and D. Low -fat and skim milk are required to be fortified with vitamin A at levels specified by the Food and Drug administration; added Vitamin D must also meet Food and Drug administration specifications.
3. The fluid milk products shall have been produced in the United States. The plants in which the product is to be processed shall be in compliance with the requirements of the latest revision of the United States Public Health Service/ Food and Drug Administration Grade "A" Pasteurized Milk Ordinance (PMO). <https://www.fda.gov/downloads/Food/GuidanceRegulation/GuidanceDocuments>
4. All Ultra- High Temperature (UHT) Pasteurized milk must be 100% Grade A Real Milk.
5. The Eligible dairy organization shall comply with applicable testing requirements of the latest version of the PMO.
6. All UHT Pasteurized milk must have an unrefrigerated shelf life of at least 12 days from delivery date, or the maximum days allowed by local or state regulation upon delivery, whichever is less. The "Use By," "Sell By," or "Best By" date on the container shall match the shelf life requirement.
7. Containers shall be marked with a "Use By," "Sell By," or "Best by" date indicating the month and date of best product quality.
8. All pasteurized milk and juice must be delivered a minimum of 12 working days prior to the code date indicated on the carton. Bad tasting or sour milk shall be replaced immediately upon notification.
9. All pasteurized Milk and Juice products shall be delivered in a refrigerated truck in an approved sanitary manner.
10. Successful vendor must be capable of making a minimum of two deliveries per week.
11. Successful vendor will need to accommodate site/ sites to provide sufficient product for meal service.

12. Successful vendor must supply and maintain a cooling system for all milk and juice storage at but not limited to the Montgomery County Youth Detention Facility, 1111 Airbase Blvd., Montgomery, AL 36108.
13. Successful vendor is responsible for the cleaning of the cooling system prior to each delivery.
14. A company representative must be available to respond immediately to any issues regarding the milk, juice and/or cooling system.
15. Delivery location is but not limited to the Montgomery County Youth Detention Facility, 1111 Airbase Blvd. Montgomery, AL 36108.
16. A purchase order will be issued for all orders before delivery.
17. All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number 2) Ship to department name and address. If invoices do not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment.
18. Failure to deliver as specified and in accordance with the bid submitted, will constitute sufficient grounds for cancellation of the order at the option of the requesting department.

SUBMITTAL FORM

Option 1: Pasteurized Milk

Item	Quantity	Description	Unit Price	Extended Price
1.	50 Ea.	Milk, 1% Low Fat, White Pasteurized Grade A, Vitamin A, and Vitamin D 8 oz. Container	\$ _____	\$ _____
2.	50 Ea.	Milk, Fat Free Flavored, Chocolate Pasteurized Grade A, Vitamin A, and Vitamin D 8 oz. Container	\$ _____	\$ _____
3.	50 Ea.	Milk, Fat Free Flavored, Strawberry Pasteurized Grade A, Vitamin A, and Vitamin D Reduced Sugar/Low Sodium 8 oz. Container	\$ _____	\$ _____
4.	50 Ea.	Juice, Orange Grade A Unsweetened, 100% Pure 8 oz. Container	\$ _____	\$ _____

Total cost of items 1 through 4 \$ _____

Option 2: UHT Pasteurized Milk

Item	Quantity	Description	Unit Price	Extended Price
5.	50 Ea.	Milk, Low Fat, White UHT Pasteurized 100% Grade A Real Milk 8 oz. Container	\$ _____	\$ _____
6.	50 Ea.	Milk, Fat Free Flavored, Chocolate UHT Pasteurized, 100% Grade A Real Milk 8 oz. Container	\$ _____	\$ _____
7.	50 Ea.	Milk, Fat Free Flavored, Strawberry UHT Pasteurized 8 oz. Container	\$ _____	\$ _____
8.	50 Ea.	Juice, Orange Grade A Unsweetened, 100% Pure 8 oz. Container	\$ _____	\$ _____

Total cost of items 5 through 8 \$ _____

Montgomery County has a right to change options anytime during contract period based on availability of Option 1.

The above quantities are estimates for bidding purposes only. Montgomery County Commission reserves the right to purchase more or less of the above listed item.

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

_____ 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