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PURCHASING DEPARTMENT
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

PHYSICAL LOCATION
Montgomery County
Administrative Building, Annex III
101 S. Lawrence Street
Montgomery, AL 36104

INVITATION TO BID

Employee Luncheon

Bid Date:	Bid Number:	Return Quotation By:
October 12, 2022	51988-23B-001	November 2, 2022
		10:00 a.m. CST

Please submit a sealed price quotation on the conditions and requirements listed below. (**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.

The Montgomery County Commission reserves the right 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 at (334) 832-1267.

A handwritten signature in blue ink, appearing to read "Florence M. Cauthen".

Florence M. Cauthen
County Administrator and 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. 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 one (1) year, beginning 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 the one (1) year contract period, a price increase may be allowed, but shall not exceed five percent (5%) per year.
9. The successful vendor 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 thirty day (30) written notice at any time during the contract.
11. Successful vendor shall file at minimum the following insurance coverage and limited liability with the Purchasing Department before beginning work with Montgomery County:

General Liability
Bodily Injury and Property Damage \$500,000.00 Each

Workers' Compensation Insurance with statutory requirements or a minimum \$500,000.00 coverage per occurrence or statutory limits.

Successful vendor must maintain such insurance for the duration of the contract, as it 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.

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.

14. 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 and experienced catering companies to provide catering services for Montgomery County's Annual Employee Appreciation Luncheon.

VENDOR QUALIFICATIONS

1. Bidder must furnish the following information with their bid:
 - A. Three (3) references of events attended by three hundred (300) or more individuals whom your company has catered meals for in the last two (2) years.
 - B. Copies of the past three (3) health inspection reports or a list of the last three (3) health inspection scores.
 - C. A copy of current health permit.
 - D. A copy of current food safety certifications.
 - E. A current City of Montgomery business license and Montgomery County business license, if required by law. If vendor is not required to have a City of Montgomery Business license or a Montgomery County business license; vendor must specify, in writing why license is not required.
2. Bidder shall have at least three (3) years' experience in the catering business.
3. Bidders shall be classified as a Category 3 by the Health Department.
4. Bidders shall have a Health Department rating of 95 or above for two of its last three health inspection reports (and none lower than 90), with no critical violations. Montgomery County Commission will contact the local health department to verify the scores.
5. The successful vendor shall comply with all health and safety codes in effect relating to the preparation and serving of meals.
6. The successful vendor must attend a mandatory meeting prior to each luncheon.
7. The 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.
8. The successful vendor shall be held responsible for any breakage, damage or loss incurred through carelessness of its employees.
9. Quoted price per meal shall remain firm regardless of the number of meals prepared.

VENDOR REQUIREMENTS

The Annual Employee Luncheon will be held at First Baptist Church's Fellowship Hall, located at 305 South Perry Street (Adams Street Entrance), Montgomery, Alabama, unless another location is designated.

Fellowship Hall Dining

1. Serving will begin at 11:00 a.m. and end at 1:00 p.m. on the date provided by Montgomery County Commission.
2. Vendor will be responsible for set-up and clean-up of the serving area.
3. Vendor shall furnish food and serve approximately six hundred (600) employees.
4. Vendor shall have a minimum of two (2) serving lines. Serving lines shall be open and staffed from 11:00 a.m. until 1:00 p.m.
5. Vendor will be responsible for providing all tableware: dinner and dessert plates, napkins, 16 oz. cups, forks, spoons and knives. Vendor shall also provide cloth table coverings for six (6) eight foot (8') serving tables.
6. Ice will be available at the church; however, vendor must provide ice chests and will be responsible for staffing the beverage table.

Carry-Out

1. Vendor will provide carry-out lunches prepared at vendor's place of business.
2. All carry-out lunches must be ready for pick-up at the Fellowship Hall by 10:45 a.m. the day of the luncheon.
3. Vendor will be given a count in advanced of carry-out lunches.
4. Vendor will provide brown paper bags with handles for carry-out lunches. Carry-out bags shall be marked with the department that is picking up the order with matching color-coded ribbon. Carry-out foam containers will be marked with the meat choice in each container.
5. Gallon jugs of tea (with color-coded ribbon tied to the handle to match the department's carry-out bags) and 16 oz. cups shall be provided with the carry-out lunches to equal the number of carry-out lunches for each department. No ice is needed for carry-out cups.

Vendor shall transfer all leftover food to disposable pans provided by vendor. Vendor may not take any leftover food from the premises.

The menu shall be as follows:

Meats

Ham, Fresh Baked (No processed) Portion size: 5 oz.; or
Turkey, Fresh Baked (No processed) Portion size: 5 oz.; or
One combined serving of ham and turkey; portion size: 5 oz.

Vegetables

Cornbread Dressing no less than 4 oz. serving
Giblet Gravy no less than 4 oz. serving
Cranberry Sauce no less than 4 oz. serving
Green Beans no less than 4 oz. serving
Sweet Potato Casserole no less than 4 oz. serving

These items must be served in a 4 oz. serving spoon.

Desserts

Banana Pudding- no less than 4 oz.

Drinks

Tea- sweet/unsweetened
Water

Price per Person \$ _____

Montgomery County reserves the right to cancel any item listed.

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) references of catering events that you have performed of at least three hundred (300) individuals or more in the last two (2) years.

1. _____
Event

Name of Contact Person/Title

Phone Number

Email Address

2. _____
Event

Name of Contact Person/Title

Phone Number

Email Address

3. _____
Event

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