

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

Clean Saturday Refuse Collection Service

Bid Date: November 14, 2022	Bid Number: 51100-23B-004	Return Quotation By: December 5, 2022 10:00 a.m. CST
---------------------------------------	-------------------------------------	---

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.

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 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/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 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 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. Vendor shall secure and maintain the following insurance requirements throughout the duration of the contract:

Comprehensive General Liability

\$1,000,000 - Public Liability CSL, each occurrence

Business Automobile Liability

\$1,000,000 – Bodily injury and property damage combined coverage

Any automobile including hired, non-owned, and employee-owned vehicles, each occurrence

Worker Compensation and Employers Liability

\$1,000,000 – Minimum

Umbrella Coverage

\$5,000,000 – Bodily Injury/Property Damage, each occurrence

10. The successful vendor awarded the contract must provide documentation of its enrollment in the e-verify program.
11. Montgomery County Commission or the successful vendor reserves the right to cancel the contract with a sixty (60) day notice at any time during 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.

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 is accepting bids from professional and experienced sanitation companies to provide solid waste collection and disposal services of non-hazardous and non-infectious waste for Montgomery County residents at the locations listed.

Vendor Requirements

1. Vendor must provide a compactor collection truck capable of compacting not less than twenty (20) cubic yards of solid waste and/or a thirty (30) cubic yard roll-out container and one man per truck and/or container per location.
2. Successful vendor will provide the collection and disposal service on the last Saturday of every month and any other date approved by the County Commission from 10:00 a.m. CST to 2:00 p.m. CST.
3. If a truck or roll-out container becomes full to capacity at any time during the hours of 10:00 a.m. CST to 2:00 p.m. CST, the successful vendor must have an empty truck or roll-out container delivered to the location to replace the full truck or roll-out container. At no time during these hours shall the truck or roll-out container become unserviceable to Montgomery County residents.
4. Vendor's personnel must assist the residents with unloading at all locations.
5. Vendor must be licensed and permitted to transport and dispose of non-hazardous and non-infectious solid waste, including special waste from the Montgomery County Health Department prior to starting services and maintain such license(s) and permit(s) during the contract.
6. Vendor must be environmentally liable.
7. Awarded vendor shall comply with all federal, state and local laws, rules, regulations, ordinances, and permit conditions, including but not limited to all applicable solid waste legislation of the State of Alabama, all rules and regulations of Montgomery County Health Department and the Federal Motor Carrier Safety Regulations issued by the U.S. Department of Transportation, Federal Highway Administration including Sections 325, 383, 385, 386, 387, 390, 397, and 399, irrespective of the number of drivers employed or hired by the bidder.
8. Awarded vendor will guarantee that disposal will be in compliance with all County, State and Federal rules and regulations.
9. Awarded vendor shall provide a legal method of notifying the proper entity of any hazardous and/or infectious waste which needs to be disposed according to the laws, rules and regulations required by various governmental agencies.
10. Awarded vendor shall have a sufficient number of trucks/roll-out containers and maintain spare trucks/roll-out containers to accomplish the collection and disposal.

11. Awarded 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.
12. The cost of all equipment, its operation, maintenance and upkeep shall be borne by the awarded vendor. The equipment shall be maintained at all times to meet all existing safety regulations, including the Federal Motor Carrier Safety Regulations.
13. Vendor shall be responsible for any damage to property caused by his personnel.
14. Vendor shall pickup all blown, littered, and broken materials resulting from collection at each site. All debris must be collected, removed, and disposed by successful vendor.
15. Vendor shall have a contract in place or designated location that will accept solid waste.

Bid Submittal

	Compactor Truck Unit Price per Truck	Roll-Out Container Unit Price per Truck
Pike Road District II Maintenance Camp, Meriwether Road	\$ _____	\$ _____
Hope Hull: Vacant store lot at Lamar and Wasden Road Intersection	\$ _____	\$ _____
Pintala School, Cloverfield Road	\$ _____	\$ _____
Ramer Transfer Station at District III Maintenance Camp, Hickory Grove Road	\$ _____	\$ _____
Pine Level Park across from Sikes and Kohn	\$ _____	\$ _____
Mount Meigs at Georgia Washington Jr. High School	\$ _____	\$ _____
Flatwood Community Center	\$ _____	\$ _____
Total	\$ _____	\$ _____
Landfill cost per ton based on approximately 25 tons per month	\$ _____	
	Total Monthly Cost for 25 Tons	

Bid will be awarded based on total price of a compactor collection trucks and/or roll-out containers in addition to landfill cost.

Montgomery County Commission reserves the right to add or remove locations and/or additional compactor collection trucks and roll-out containers at the unit price listed above.

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