

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
Printing and Mailing Renewal Notices for Probate

Bid Date: June 1, 2023	Bid Number: 51300-23B-019	Return Quotation By: June 22, 2023 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, Montgomery, Alabama 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 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. 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.
5. 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 the one (1) year contract period, a price increase may be allowed but shall not exceed five percent (5%) per year.
6. The successful bidder awarded the contract must provide documentation of its enrollment in the e-verify program.
7. Montgomery County Commission or the successful vendor reserves the right to cancel this contract with a thirty (30) day written notice at any time during the contract.
8. Montgomery County Commission reserves the right to increase or decrease, add or remove notices at any time during the contract.

9. 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

\$100,000 – Limited each occurrence

10. 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.
11. 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*.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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 a professional and experienced company to process, print, and mail vehicle/trailer and vessel renewal notices for Montgomery County Probate.

Vendor Requirements

1. All bidders must provide three references with contact information for printing and mailing services performed during the last 12 months, preferably for public agencies in Alabama.
2. Successful vendor must have extensive experience in printing and mailing services with volumes up to 1,000,000 per month.
3. Successful vendor shall have current technology for postal automation and high-speed processing systems to ensure notices are sorted and ran at the highest discounted rate allowed by the United States Postal Service.
4. Successful vendor shall print, insert and mail notices. No subcontracting.
5. Successful vendor shall utilize black variable data imprint.
6. Successful vendor must provide a dedicated primary and secondary contact to work directly with Montgomery County Probate staff during the initial setup phase, testing, and throughout the actual mailing phases of the renewal notices during the contract period.
7. Successful vendor shall have a confidentiality policy for all records transmitted to their company from Montgomery County Probate. The vendor shall abide by this policy to ensure no information is released or used for purposes outside the specifications of this invitation to bid.
8. Successful vendor shall have a sufficient facility and a comprehensive disaster recovery plan in the event the primary facility is off-line.
9. Successful vendor should be within one (1) day driving distant for onsite visits, meetings and plant inspections.
10. A secure File Transfer Protocol (FTP) solution for transmitting data is required. If any specialty software or certificates are required in order to utilize the service, the vendor must furnish at no additional cost.
11. Successful vendor must be capable of using Microsoft Excel to create the renewal notices.
12. Successful vendor shall have extensive experience retrieving test files and data layouts.
13. Successful vendor shall have secure hardware equipment and provide a detailed plan for information security, backup capabilities and record retention procedures.

14. Successful vendor shall provide National Change of Address (NOLA) address screening with Address Change Service (ACS) electronic return services.
15. Successful vendor shall be fully redundant in all processes, data, art, printing, digital production and inserting.
16. Vendor shall recommend changes to a form design as well as make form improvements at no cost to the County.
17. Vendor must have postal certification with supporting documents.
18. Vendor must have tracking capabilities through the postal system via internet dashboard and software for tracking individual pieces.
19. Vendor shall be capable of printing variable test messages for different customers, logo printing, viewing, archiving and reprinting of renewal notices upon request for a fee.

Specifications

1. Notice shall be created on an 8 ½" x 11", 28# white stock with a 1/3" perforation.
2. Notice shall be printed in color on the front side and black print on back side.
3. Notice shall be formatted to display all necessary information.
4. Notice shall have ample space for special messages or warnings on both sides.
5. Multiple notices may be printed on one (1) sheet.
6. Vendor shall be capable to print an Optical Character Recognition (OCR) and/or barcode line from the Ingenuity software.
7. Notice and #9 Reply Envelope shall be inserted into a #10 white double window envelope: one (1) color imprint.
8. Notice must be trifold when inserted into envelope.
9. Notice should have postal barcode.
10. Finished proof must be furnished and approved.
11. Renewal notices must be mailed by the 5th of each month.
12. Pricing shall include the renewal notice, the outside envelope, reply envelope, processing CASS certification, printing, collating, folding, inserting, preparation and delivery to United States Postal Service in automation systems.
13. The county will only pay actual postage. Markup fees for postage will not be allowed.

Bid Submittal

Item No.	Approximate No. of Notices (Annually)	Notice Type	Cost per Piece	Total Cost
1.	203298	Courtesy Vehicle/Trailer	\$ _____	\$ _____
2.	4179	Courtesy Vessel	\$ _____	\$ _____

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, preferably government agencies in Alabama, that you have performed printing and mailing services for in the last twelve (12) months.

1. _____
Public Agency

Name of Contact Person/Title

[illegible]

2. _____
Public Agency

Name of Contact Person/Title

Phone Number	Email Address
--------------	---------------

3. _____
Public 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