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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

Vending Machine and Micro-Market Services

Bid Date: July 14, 2023	Bid Number: 51988-23B-020	Return Quotation By: August 4, 2023 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, 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 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.
8. The contract period will be for three (3) year, beginning the date of award.
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 Each Occurrence (including products)

\$2,000,000 General Aggregate (Excess Liability Policy Acceptable)

\$500,000 Property Damage

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 or Statutory Worker's Compensation Coverage

Montgomery County Commission must be named as an additional insured and so endorsed on the policy.

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.
22. Montgomery County Commission reserves the right to add or change locations or to eliminate any of the locations listed as deemed necessary at any time during the contract.

Montgomery County Commission is accepting bids from qualified companies with experience in vending and micro-market operations to install, operate, supply and service vending machines and micro-markets for various county buildings. The bid award is based on the highest percentage of commission paid to Montgomery County Commission.

VENDOR REQUIREMENT

1. Vendor will be responsible for obtaining all licenses and permits.
2. Vendor must comply with all current federal, state, and local laws, statutes, and guidelines.
3. Vendor shall operate a vending system to include furnishing all food, supplies, equipment, management, and labor necessary for the efficient and sanitary operation of the vending machines and micro-market services.
4. Vendor shall maintain and properly service all machines to ensure they are fully functional, clean, sanitary, and free of insects/pests at all times.
5. Machines shall be kept continuously stocked with fresh, quality, brand name products.
6. The vendor will be responsible for the removal of expired products.
7. Product expiration dates should be no more than ten (10) days from the date of stocking the machine.
8. Machines should be inspected weekly to ensure the quality of food.
9. All machines shall be serviced every ten (10) days, unless it is determined service is needed more frequently.
10. Vendor will have access to county buildings between the hours of 8:00a.m. to 5:00p.m. Monday through Friday to exclude holidays.
11. Vendor shall add/remove or relocate vending machines and/or equipment at the request of Montgomery County Commission at no cost.
12. Vendor shall respond to any request for service within 24 hours.
13. In the event a machine cannot be repaired within 48 hours, the vendor shall provide a replacement at no cost to Montgomery County Commission.
14. Vendor shall provide a visible decal on each machine/equipment with a phone number for service, repairs, and refunds. The customer service phone number shall be available from 8:00a.m. to 5:00p.m. Monday through Friday.

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15. Vendor must designate a representative to direct all complaints and/or notices that Montgomery County may have regarding the contract.
16. A voucher refund system is required and shall involve dispersing funds through representatives of Montgomery County. The vendor is liable for providing funds timely and maintaining a record of refunds to the satisfaction of Montgomery County. The voucher system shall include a form supplied by the vendor to be completed by the person making the refund claim. The vendor shall check designated money refund area(s) weekly for reports of money lost in machines.
17. Vendor shall be responsible for mailing the commission payments directly to Montgomery County Commission, P.O. Box 1667, Montgomery, AL 36102 by the 15th of every month.
18. Vendor must provide a monthly detailed report of all transactions.
19. Vendor must install vending machines and micro-markets in areas designated by Montgomery County Commission. The exact designated areas will be specified prior to the beginning of the contract. A list of locations is included in the Invitation to Bid.
20. Item pricing must be approved by Montgomery County Commission. This includes items proposed for sale at the beginning of the contract as well as new items proposed at any time during the contract.
21. All losses incurred in the operation of the vending machine and micro-market services due to theft, fire, accident, spoilage etc., will be the responsibility of the vendor.

SPECIFICATIONS FOR VENDING MACHINE

1. Vending machines installed shall be current production model. Vending machines cannot be refurbished.
2. Vending machines must be ADA compliant.
3. Vending machines shall have credit card processing capability.
4. Must have sales counting capabilities.
5. All vending machines shall match and be the same height to give uniformity of appearance, except as otherwise mutually agreed upon in writing by both parties.

SPECIFICATIONS FOR MICRO-MARKET

1. The micro-market must be a self-service market.
2. The micro-market will consist of refrigerated coolers with glass doors, open shelves, snack displays, coffee stations, microwave ovens and other equipment necessary to configure the design.
3. All equipment shall be current production model. Equipment cannot be refurbished.
4. The micro-markets must be customizable.
5. All equipment must be ADA compliant.
6. The micro-markets must be monitored by video surveillance 24 hours a day 7 days per week.
7. Must have a self-payment kiosk.
8. Payment kiosk must have credit card processing and other flexible payment methods.
9. Prior to the installation of any equipment, the successful vendor shall provide schematic drawing with photos of other examples of installations showing their configuration and aesthetic setting.
10. Vendor must supply related condiments and plastic utensils.

NUTRITION GUIDELINES

1. 25% - 100% of food and beverages sold in the vending machines shall meet the nutrition standards outlined below:
 - 10% or less of the Daily Value (DV) of total fat
 - 10% or less of the Daily Value (DV) of total carbohydrates
 - 5% or more of the Daily Value (DV) of at least one: fiber, vitamin A, vitamin C, iron, or calcium
 - 360 mg or less of sodium
2. Products containing nuts and seeds will be exempt from fat guidelines.
3. Products containing dried or dehydrated fruit will be exempt from the carbohydrate guidelines.
4. Products containing both dried fruit and nuts/ seed will be exempt from both the fat and carbohydrate guidelines.
5. Water- Pure is preferred. Non- carbonated flavored and vitamin enhanced water without artificial sweeteners are permitted.
6. 100% fruit/vegetable juice with no added sweeteners
7. Diet Soda
8. Freshly Prepared Salads
9. Freshly Prepared Sandwiches
10. Fresh Produce

Category of Products	Portion Size	Brand Name of Products Available	Sales Price
Soft Drinks /Water	20 oz. Plastic Bottles	_____	\$ _____
Bottle Juice/ Tea	16.9 oz. Plastic Bottles	_____	\$ _____
Sport Drinks	20 oz. Plastic Bottles	_____	\$ _____
Nuts	3.0 oz.	_____	\$ _____
Bag Candy	3.5 oz – 5 oz	_____	\$ _____
Candy Bars	1.5 oz - 3 oz.	_____	\$ _____
Crackers	7/8 oz. - 4.0 oz.	_____	\$ _____
Pastry/Cookies	1.8 oz. – 4.0 oz	_____	\$ _____
Chips	1.5 oz – 2 oz.	_____	\$ _____
Stick Gum/Rolled Mints		_____	\$ _____
Headache Powder		_____	\$ _____
Fresh Sandwich	Varies	_____	\$ _____
Fresh Salad	Varies	_____	\$ _____
Fresh Produce	Varies	_____	\$ _____
Coffee	8 oz.	_____	\$ _____
Tea/Hot Chocolate	8 oz.	_____	\$ _____
Coffee	12 oz.	_____	\$ _____
Tea/Hot Chocolate	12 oz.	_____	\$ _____

_____ % of Monthly Commission

List of Current Locations

Location		Type of Machine
Courthouse 251 South Lawrence Street Montgomery AL	1 st Floor	2 Drink Machines 2 Snack Machines
	2 nd Floor	1 Drink Machine 1 Snack Machine
	3 rd Floor	1 Drink Machine
	4 th Floor	1 Drink Machine
	Employee Breakroom	1 Micro-Market
Annex I 100 South Lawrence Street Montgomery, AL	1 st Floor	1 Drink Machine 1 Snack Machine
	2 nd Floor	1 Drink Machine 1 Snack Machine 1 Micro-Market
	3 rd Floor	1 Snack Machine
Annex II 125 Washington Avenue Montgomery, AL	3 rd Floor	1 Drink Machine 1 Snack Machine
Annex III 101 South Lawrence Street Montgomery, AL	3 rd Floor	1 Drink Machine 1 Snack Machine
Carnegie Building 131 South Perry Street Montgomery, AL		1 Drink Machine
Detention Facility 225 South McDonough Street Montgomery, AL	Employee Breakroom	1 Drink Machine 1 Snack Machine 1 Sandwich 1 Change Machine
Detention Facility 250 South McDonough Street Montgomery, AL	Employee Breakroom	1 Drink Machine 1 Snack Machine 1 Micro-Market
Youth Facility 1111 Air Base Boulevard Montgomery, AL		1 Drink Machine 1 Snack Machine

Probate East
5449 Atlanta Highway
Montgomery, AL

1 Drink Machine
1 Snack Machine

Probate South
3425 McGehee Road
Montgomery, AL

1 Drink Machine
1 Snack Machine

Probate West
3075 Mobile Highway
Montgomery, AL

1 Drink Machine

Sheriff's Firing Range
Janet Warner Road
Montgomery, AL

1 Drink Machine
1 Snack Machine

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