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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

Delivery, Setup and Retrieval of Election Equipment

Bid Date: October 25, 2023	Bid Number: 51910-24B-001	Return Quotation By: November 15, 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 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, 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

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. 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.
7. 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.**
8. 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.
9. 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.
10. The successful bidder awarded the contract/ purchase order must provide documentation of its enrollment in the E-Verify program.
11. Montgomery County reserves the right to perform a criminal background check on successful vendor's employees that will be servicing the County.

12. Montgomery County Commission or the successful vendor reserves the right to cancel this contract with a one hundred and twenty day (120) written notice at any time during the contract.
13. Successful vendor shall file 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

\$1,000,000 – Limited each occurrence

Umbrella Coverage

\$1,000,000 – Each occurrence

\$1,000,000 – Aggregate

14. Successful bidder shall maintain such insurance throughout the term of the contract.
15. 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.
16. 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*.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.

22. 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.
23. Montgomery County Commission reserves the right to award the bid in any manner that is in the best interest of the County.

Vendor Requirements

1. Vendor shall furnish all necessary personnel, labor, vehicles, and equipment to load, transport, unload, and set up voting equipment.
2. Vendor must be a bonded moving company.
3. Vendor must have a minimum of two (2) years of experience providing comparable services, preferably delivery of election equipment for public agencies.
4. Vendor must submit references from three (3) public agencies/companies for which the vendor has performed comparable services within the last two (2) years.
5. Vendor's vehicles must be enclosed and contain equipment suitable for securing and transporting electronic equipment. If at any time during the contract Montgomery County deems a transportation vehicle as unsuitable, unreliable, inappropriate, or unacceptable, it will be the sole responsibility of the vendor to immediately arrange for alternative transportation suitable to the County.
6. Prior to transporting any equipment, vendor will be responsible for inspecting all equipment and will immediately notify the County in writing of any visible damage or defects.
7. Vendor will ensure all items are properly prepped and protected for safe transport.
8. Vendor will be required to pick-up all election equipment from and return all election equipment to the Montgomery County Election Warehouse 1, located at 871A Plantation Way, Montgomery, AL 36117, and Montgomery County Election Warehouse 2, located at 311 North Eastern Boulevard, Montgomery, AL 36117.
9. Vendor must become familiar with the location of voting precincts.
10. Vendor must have a minimum of a three (3) person crew; one (1) driver and two (2) movers.
11. Vendor must have a minimum of three (3) crews able to deliver and setup voting precincts simultaneously.
12. Vendor may be requested to provide additional crews at any time during the contract period with prior notice.
13. Vendor must have a minimum of one (1) dedicated vehicle per route.
14. Vendor is required to have a working knowledge of electronic voting equipment.
15. Under no circumstances will the vendor be permitted to store any election equipment overnight.

16. Vendor will immediately notify Alexandria Stephens, Election Director with any issues.
17. Vendor assumes all responsibility for damaged or lost property and must resolve any such issues within thirty (30) days of discovery through replacement, repair, or reimbursement. Montgomery County Commission is solely responsible for obtaining quotes/appraisals for making repairs and replacement arrangements for damaged equipment.
18. Vendor must demonstrate the ability to meet the project scope without subcontracting the various processes.
19. 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.

Scope of Work

Montgomery County Commission proposes to enter into a contract with a qualified professional moving company for the delivery and complete setup of election equipment and supplies to voting precincts before scheduled elections and retrieval of equipment and supplies after the election. Precincts may be added, removed and/or relocated during the term of the contract.

1. Specialized care of election equipment is required, especially during the delivery and retrieval.
2. The election equipment includes but is not limited to electronic voting equipment, precinct specific ballots, signs, election supplies, ADA handicap accessible equipment and tabulation equipment. All equipment and supplies must be safely transported, accurately delivered, and staged at the designated precincts for the specified election.
3. The ability to provide the required personnel, labor, and equipment to meet scheduled deadlines with an exceptional service level and attention to detail are critical factors.
4. Montgomery County Elections personnel will provide vendor detailed instructions on election equipment set-up and configurations.
5. The number of elections and the dates will be forecast for each year of the contract but are not guaranteed. The vendor will be notified in advance of each election as soon as it is scheduled.
6. All elections administered by the Judge of Probate for Montgomery County, which may include elections for the City of Montgomery and the Town of Pike Road, are included in the scope of work. All elections may not include delivery to all precincts.

Price per precinct for the above services \$ _____ **(Round Trip)**

Price per precinct for services after \$ _____
5:00p and/or weekends

Precinct	Polling Place	Address	Zip Code
101	Wilson Comm. & Athletic Ctr. - Huntingdon College	1155 E. Fairview Ave.	36106
102	Vaughn Park Church of Christ	3800 Vaughn Rd.	36106
103	Montgomery Museum of Fine Arts	1 Museum Dr.	36117
104	Whitfield United Methodist Church	2673 Fisk Rd.	36111
105	Aldersgate Methodist Church	6610 Vaughn Rd.	36116
106	City of Refuge Church	3820 Woodley Rd.	36116
107	Trenholm State (Patterson Campus, Bldg. D)	3920 Troy Highway	36116
201	St. Paul AME Church	706 E. Patton Ave.	36111
202	Beulah Baptist Church	3703 Rosa L. Parks Ave.	36105
203	Hayneville Road Community Center	3315 Hayneville Rd.	36108
204	Catholic Social Services	4455 Narrow Lane Rd.	36116
205	Southlawn Baptist Church	5340 Mobile Hwy.	36108
206	Macedonia Miracle Kingdom	3070 Selma Hwy.	36108
207	Hunter Station Community Center	20 Judge C. Price St.	36108
208	Stonetank Antioch Baptist Church / Fellowship Hall	6515 Old Selma Rd.	36108
209	First Southern Baptist Church	1125 Wasden Rd. (Hope Hull)	36043
210	Pintlala Fire Department	250 Federal Rd. (Hope Hull)	36043
211	Rufus Lewis Library	3095 Mobile Hwy.	36108
212	Macedonia Baptist Church	3835 Macedonia Dr.	36116
301	Dalraida Baptist Church	3838 Wares Ferry Rd.	36109
302	Eastern Hills Baptist Church	3604 Pleasant Ridge Rd.	36109
303	Eastmont Baptist Church	4505 Atlanta Hwy.	36109
304	Old Elam Baptist Church	2526 Cong. W L Dickinson Dr.	36109
305	Frazer Church	6000 Atlanta Hwy.	36117
306	Eastdale Baptist Church	400 Burbank Dr.	36117
401	St. James Baptist Church	3424 S. Court St.	36105
402	McIntyre Community Center	1240 Hugh St.	36108
403	Cleveland Ave. YMCA	1201 Rosa L. Parks Ave.	36108
404	Alabama State University / Acadome	1595 Robert C. Hatch Dr.	36106
405	Houston Hills Community Center	207 N. Hall St.	36104
406	Newtown Community Center	1765 N. Decatur St.	36104
407	Hilton L. "Tracy" Larkin Community Center	814 Claremont Ave.	36107
408	Highland Gardens Community Center	2805 Willena Ave.	36107
409	Chisholm Community Center	545 Vandiver Blvd.	36110
410	Sheridan Heights Community Center	3501 Faro Dr.	36110
411	Union Academy Baptist Church	4748 Lower Wetumpka Rd.	36110
412	Union Chapel AME Church	3100 Old Wetumpka Hwy.	36110
413	Passion Church - Montgomery	6825 Wares Ferry Rd.	36117
414	New Home Baptist Church	11015 Jones Rd.	36117

501	First Christian Church	1705 Taylor Rd.	36117
502	Snowdown Volunteer Fire Department	219 Hobbie Rd.	36105
503	Lapine Baptist Church	164 Webster St. (Lapine)	36046
504	Ramer Public Library	5444 State Hwy. 94 (Ramer)	36069
505	Rolling Hills Lakes VFD	6120 Trotman Rd.	36116
506	Davis Crossroads Fire Station	6475 Mt. Zion Road (Ramer)	36069
507	Dublin Fire Station	8898 State Hwy. 94 (Ramer)	36069
508	Pine Level Fire Station	393 Moore Rd. (Ramer)	36069
509	Woodland United Methodist Church	4428 Wallahatchie Rd. (Pike Road)	36064
510	Antioch Baptist Church	738 Gibbs Rd. (Pike Road)	36064
511	AUM - Outreach Center	75 Technacenter Dr.	36117
512	St. James United Methodist Church	9045 Vaughn Rd.	36117

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) agencies/companies that you have provided comparable services for in the last two (2) years.

1. _____
Agency/Company Name

Name of Contact Person/Title

Phone Number Email Address
2. _____
Agency/Company Name

Name of Contact Person/Title

Phone Number Email Address
3. _____
Agency/Company Name

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