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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**

## **Carpet Cleaning Services at Phelps-Price Justice Center**

**Mandatory Pre-Bid Meeting Scheduled October 23, 2024**

|                         |                      |                                            |
|-------------------------|----------------------|--------------------------------------------|
| <b>Bid Date:</b>        | <b>Bid Number:</b>   | <b>Return Quotation By:</b>                |
| <b>October 17, 2024</b> | <b>51901-25B-002</b> | <b>November 7, 2024<br/>10:00 a.m. CST</b> |

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 Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1267.

A handwritten signature in blue ink, reading "Florence M. Cauthen", written over a horizontal line.

**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. Successful bidder will maintain such insurance as 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.
11. Montgomery County Commission or the successful vendor reserves the right to cancel this

contract with a sixty day (60) written notice at any time during the contract.

12. Montgomery County Commission reserves the right to add and/or remove carpet cleaning locations 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.

**Worker Compensation and Employers Liability**

\$1,000,000 – Limited each occurrence

**Umbrella Coverage**

\$1,000,000 – Each occurrence

\$1,000,000 – Aggregate

14. 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.
15. 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*.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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 soliciting bids from professional carpet cleaning companies to provide the services of cleaning, protection and sanitizing carpets in multiple areas of the Phelps-Price Justice Center located at 251 South Lawrence Street, Montgomery, Alabama.

### **Scope of Work**

1. All services shall be performed in strict compliance with all applicable Federal, State and local laws and codes.
2. All work must be performed by qualified and trained Carpet Cleaning Technicians under direct supervision of the vendor.
3. All chemicals must be non-toxic, non-allergenic, and EPA approved.
4. Services will be performed on a semiannual basis.
5. Vendor shall charge only for the total square feet of carpet that is being serviced.
6. Vendor shall provide all personnel, cleaning supplies, equipment, and transportation necessary to perform the services described herein this Invitation to Bid.
7. Vendor shall have truck mounted equipment or a comparable commercial portable system capable of cleaning carpet.
8. Carpet cleaning equipment must be of a commercial quality.
9. All carpet cleaning equipment must be able to produce hot water of at least 170 degrees Fahrenheit.
10. All carpet cleaning equipment must be capable of producing a suction of at least 250 inches lift.
11. All carpeting shall be thoroughly vacuumed prior to any spot treating or cleaning.
12. Cleaning shall include pre-treatment of carpet, moving basic furniture and additional spot treatments and stain removal as necessary.
13. Vendor shall pretreat all area that have the need for pre-treating: spots, stains, heavily soiled areas, etc.
14. Water Extraction shall include but not be limited to carpet sanitizing against odor causing bacteria, mold and mildew, steam cleaning, blower and dehumidifier.
15. Areas that cannot be cleaned by a machine such as edges and corners shall be cleaned by hand.

16. Vendor must use Scotchgard or equivalent for soil and stain resistant treatment on carpet after cleaning. Scotchgard shall be applied per the manufacturer's instructions and industry best practices.
17. Vendor shall ensure furniture protectors such as plastic sheeting under chairs and table legs are used to keep furniture dry and free of contaminants generated by cleaning operations.
18. Vendor shall take steps to prevent water from leeching wood stains and dirt into the carpet.
19. Vendor shall not leave excessive water, streaking, excess residue or cause discoloring to the carpeting as a result of cleaning.
20. Any area rugs and/or mats should be cleaned on site but not on top of carpet. The area rugs and/or mats should be returned to the original position after cleaning and drying. No rugs or mats are to be removed from the building.

### **Vendor Requirements**

1. A mandatory pre-bid meeting is scheduled on Wednesday, October 23, 2024, at 10:00 a.m., CST at the Phelps-Price Justice Center located at 251 South Lawrence Street, Montgomery, Alabama.
2. At the scheduled pre-bid meeting the vendor will be responsible for taking measurements of each location to determine the square footage.
3. It is the responsibility of the vendor to ensure that its cleaning method is suitable for cleaning the brand(s) of carpeting and that its cleaning method will not cause damage or carpet curling.
4. Vendor must have a minimum of two (2) years' experience providing carpet cleaning services.
5. Vendor must submit a minimum of three (3) references, which the vendor has performed carpet cleaning services for within the last two years.
6. Vendor shall be held responsible for any breakage, damage or loss incurred through carelessness.
7. Vendor shall furnish ample safety devices (caution-wet floor signs, ribbons, etc.) positioned appropriately to warn users of temporary conditions.
8. Vendor's employees must complete a criminal background check and be granted authorization by the Montgomery County Sheriff's Office to work inside the courthouse.

9. At NO TIME shall the vendor allow anyone into the courthouse other than employees who have an approved criminal background clearance from the Montgomery County Sheriff's Office.
10. The vendor shall prohibit its employees from disturbing papers on desks, opening drawers or cabinets, and using telephones or office equipment.
11. Material Safety Data Sheets on all chemicals used shall be provided to the county's General Service Director.
12. Vendor must accommodate after-hours scheduled for night and weekend cleaning.
13. The vendor must be able to respond on an as-needed basis for emergency cleanings.
14. 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.

## **Courthouse Carpet Cleaning Locations**

### **Lower Level:**

1. Rm 3 - Multipurpose
2. Rm 41 - Court Admin
3. Rm 45 - Conference
4. Rm 46
5. Rm 51
6. Jury Assembly

### **First Floor:**

1. Absentee Voting
2. Rm 101 - District Attorney Child Support Corridor (Spot Clean)
3. Rm 124
4. Rm 125
5. Rm 131 - Civil and Criminal Corridors
6. Rm 147

### **Second Floor:**

1. Rm 224 - Judge McCord's Entry Area
2. Rm 230 - Meeting Room
3. Rm 231 - Conference Room
4. Rm 239 - Jury Room
5. Rm 240 - Judge's Conference Room
6. Rm 2A - Courtroom
7. Rm 2B - Courtroom
8. Rm 2C - Courtroom
9. District Attorney - Helping Families Initiative
10. Rm 268 - Court Security
11. Rm 269 - Court Security

### **Third Floor:**

1. Rm 316 - Visiting Judge's Jury Room
2. Rm 328 - Judge Reid
3. Rm 327 - Judge Reid Entry Area
4. Rm 334 - Jury Room
5. Rm 338 - Jury Room
6. Rm 358 - Judge Anderson's Entry Area
7. Rm 362 - Jury Entry Area
8. Rm 3A - Courtroom
9. Rm 3B - Courtroom
10. Rm 3C - Courtroom
11. Visiting Judge's Courtroom

**Fourth Floor:**

1. Rm 408b - Law Library Office
2. Rm 409C - Law Library Corridor (Spot Clean)
3. Rm 441
4. Rm 442
5. Rm 449 - Jury Entry Area
6. Rm 453 - Jury Room
7. Rm 459 - Judge Gaines Entry Area
8. Rm 461 - Judge Gaines Office
9. Rm 4A - Courtroom
10. Rm 4B - Courtroom
11. Rm 4C - Courtroom

**Bid Response**

Cost per square foot for work to be performed after normal business hours between 5:00 p.m. – 8:00 a.m. Monday – Friday, Saturday & Sunday

\$ \_\_\_\_\_/sq. ft.

## 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) public agencies that you have performed carpet cleaning services for in the last two (2) years.

1. \_\_\_\_\_  
Public Agency

Name of Contact Person/Title

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

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