

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:	Bid Number:	Return Quotation By:
February 2, 2026	51100-26B-012	February 13, 2026 10:00 am 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 Montgomery County Purchasing Department Office, 101 S. Lawrence Street ("Purchasing Department") until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return.

Montgomery County Commission ("Montgomery County") 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 Cynthia Hill Buyer II, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-2526.

Kindell Anderson
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 their bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the bidder, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
6. Bidders must attach to bid a copy of bidder's 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 shall specify why license is not required.**
7. In accordance with *Ala. Code* § 41-16-50 (1975), bidders having a place of business within the legal boundaries of Montgomery County shall be given a 5% preference over bidders located outside of the legal boundaries of Montgomery County. Separately, Montgomery County 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
8. The contract period will be for one (1) year, beginning 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. Successful Bidder shall secure and maintain the following insurance requirements throughout the duration of the contract:

Minimum Insurance Requirements

- Successful Bidder shall provide a Certificate of Insurance prior to commencement of work and upon insurance policy renewals, and will maintain, at least, the minimum insurance requirements throughout the term of the contract.
- All insurance policies shall be issued by insurance companies that have an A. M. Best rating of A- or better.
- Montgomery County shall receive 30 days' Notice of Cancellation for any reason, including non-payment of premium, and notice of substantial changes in limits and/or coverage.
- By requiring such minimum insurance, the Montgomery County shall not be deemed or construed to have assessed the risk that may be applicable to the Successful Bidder. The Successful Bidder shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Successful Bidder is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Business Auto Liability Insurance:

1. Coverage will be provided by the Insurance Services Office ("ISO") Business Auto Coverage form or equivalent.
2. The Montgomery County Commission will be named as additional insureds on a primary and non-contributory basis, with waiver of subrogation in favor of the Montgomery County Commission.
3. Coverage for any auto, which includes hired and non-owned auto liability
4. Minimum Limits Required: \$1,000,000 Combined Single Limit
 - a. Option: If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Commercial General Liability:

1. Coverage will be provided by the ISO Commercial General Liability ("CGL") Coverage form CG 20 10 11 85 on an occurrence basis for ongoing and completed operations, or an equivalent liability form that is at least as broad.
 - a. Option: If CGL coverage is claims-made form, coverage shall have an extended reporting period and remain in effect for 36 months after completion of the contract.
2. This insurance will cover contractual liability and the insurable obligations of indemnification and hold harmless terms.
3. Montgomery County will be named on the CGL policies as additional insureds for claims arising out of, in whole or in part, the product and/or operations of the Successful Bidder

and/or its vendors and subcontractors on a primary and non-contributory basis, with waiver of subrogation in favor of Montgomery County .

4. Minimum Limits Required:

\$1,000,000 per occurrence/\$2,000,000 General Aggregate
\$2,000,000 Products-Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit

Workers Compensation & Employers' Liability Insurance:

1. Coverage A: State Statutory Workers compensation insurance
2. Coverage B: Employers' Liability-Minimum Limits Required: \$1,000,000 Each Accident/\$1,000,000 Disease-Each Employee/\$1,000,000 Policy Limit
3. Coverage will have Waiver of Subrogation in favor of Montgomery County.

Commercial Umbrella/Excess:

1. Coverage should apply as a following form excess over the coverage provided by the Commercial General Liability, Business Auto Liability, and Employers' Liability coverages
2. Minimum Limits Required: \$1,000,000 per occurrence/\$1,000,000 General Aggregate

Environmental/Pollution Liability:

1. Insurance should provide coverage for pollution incidents while handling and collecting waste, during transportation, loading and unloading, and disposal by the Successful Bidder or its vendors and subcontractors.
 2. Montgomery County will be named as additional insureds on a primary and non-contributory basis.
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10. The successful bidder awarded the contract/ purchase order ("Successful Bidder") must provide documentation of required insurance coverage and its enrollment in the E-Verify program within ten calendar days after award notification.
 11. Montgomery County or the Successful Bidder reserves the right to cancel the contract with sixty (60) day notice at any time during the contract.
 12. If a dispute arises out of or relates to any contract/purchase order 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 initial 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 at 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 *Ala. Code* 41-16-31(1975).

14. The Successful Bidder agrees to protect, defend, indemnify and hold harmless Montgomery County and its employees, agents, officers, servants, and representatives from and against any and all losses, penalties, damages, settlements, claims, costs, charges, or other expenses, or liabilities of every and any kind, including attorney fees, in connection with or arising directly or indirectly out of the work or performance by Successful Bidder and/or its employees, agents, and representatives pursuant to any agreement that may arise as a result of the bidding process with Montgomery County on this matter. Without limiting the foregoing, all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged, and violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in this indemnification obligation. Successful Bidder agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense. Successful Bidder also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
15. The Successful 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 contract with Montgomery County. 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. Montgomery County is committed to increased participation by Minority and Women-Owned Businesses ("M/WBs") in the procurement process in Montgomery County; equal opportunity for M/WBs to participate in the procurement process; the prohibition of discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and achievement of a minimum of 30% participation by M/WBs in the procurement process in Montgomery County.

17. Montgomery County 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 all such information and data for this purpose as Montgomery County may request.
18. Montgomery County reserves the right to reject any bid if the evidence submitted by bidder, or investigation of such bidder fails to satisfy Montgomery County that such bidder is properly qualified to perform the contract and complete the work contemplated therein.
19. While the bid award may be made to the lowest bidder meeting all specifications, Montgomery County will not award the bid on the basis of the low bid only. Factors that may be considered also include quality of work, conformity with specifications, terms of delivery, past service history, and experience.
20. Montgomery County reserves the right to award the bid in any manner that is in the best interest of Montgomery 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. Successful Bidder 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 Bidder will provide the collection and disposal service on the last Saturday of every month, and any other date approved by the County 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 Bidder 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. Successful Bidder's personnel must assist the residents with unloading at all locations.
5. Successful Bidder 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. Successful Bidder must be environmentally liable.
7. Successful Bidder 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 the 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. Successful Bidder will guarantee that disposal will follow all County, State and Federal rules and regulations.
9. Successful Bidder shall provide a legal method of notifying the proper entity of any hazardous and/or infectious waste which needs to be disposed of according to the laws, rules and regulations required by various governmental agencies.
10. Successful Bidder shall have a sufficient number of trucks/roll-out containers and maintain spare trucks/roll-out containers to accomplish the collection and disposal.

11. Successful Bidder 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.
12. The cost of all equipment, its operation, maintenance and upkeep shall be borne by the Successful Bidder. The equipment shall always be maintained to meet all existing safety regulations, including the Federal Motor Carrier Safety Regulations.
13. Successful Bidder shall be responsible for any damage to property caused by its personnel.
14. Successful Bidder shall pick up all blown, littered, and broken materials resulting from collection at each site. All debris must be collected, removed, and disposed of by Successful bidder.
15. Successful Bidder shall have a contract in place for the acceptance of solid waste, or a 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 reserves the right to add or remove locations and/or add 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 it 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