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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: June 15, 2026	Bid Number: 51988-26B-025	Return Quotation By: June 30, 2026 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.

Award shall be made to the lowest responsible and responsive bidder(s) meeting specifications and determined to be in the best interest of Montgomery County, taking into consideration quality of work or commodities to be supplied, conformity with specifications, purpose for which required, transportation charges, and dates of delivery.

The 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

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 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 local 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. 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 no more than 10% greater than the bid of a foreign entity with the lowest bid. A foreign entity is a business entity 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/ purchase order ("Successful Bidder") must provide documentation evidencing required insurance coverage its enrollment in the E-Verify program and performance and payment bonds (if required) within ten calendar days after award notification. Failure of the Successful Bidder to provide the required documentation within the specified time period may be considered a failure to execute the Contract. In such event, Montgomery County reserves the right to:

Withdraw the award;

Declare the Successful Bidder non-responsive to the award;

Award the contract to the next lowest responsible and responsive bidder;

Take any other action deemed in the best interest of Montgomery County.

10. Montgomery County or Successful Bidder reserves the right to cancel the Contract with a sixty (60) day written notice at any time during the Contract term or any renewal thereof.
11. Successful bidder shall secure and maintain the following insurance requirements throughout the duration of the contract:
 - 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. Montgomery County shall have the right to inspect the Successful Bidder's insurance including review of the entire policy and all attachments upon request.
 - All insurance policies shall be issued by insurance companies that have an A. M. Best rating of A- or better with non-eroding limits on Insurance Services Office ("ISO") coverage forms or equivalent.
 - 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, 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 contract or purchase order arising from the bidding process by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Montgomery County's receipt of a Certificate of Insurance does not certify that the insurance is adequate or approved.
 - Policies may include a deductible and/or self-insured retention, but the Successful Bidder shall will be responsible for payment of the deductible and/or self-insured retention on its own behalf and on behalf of Montgomery County as an additional insured.
 - All insurance policies shall be issued by insurance companies that have an A. M. Best rating of A- or better.
 - The Montgomery County Commission shall receive 30 days' Notice of Cancellation for any reason, including non-payment of premium.

Business Auto Liability Insurance:

1. **Montgomery County will be named as additional insureds on a primary and non-contributory basis, with waiver of subrogation in favor of Montgomery County, where permitted by law.**
2. Coverage for any auto or for a combination of owned/scheduled, hired and non-owned auto liability.
3. 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 Insurance Services Office (ISO) Commercial General Liability 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.
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 an additional insured 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
5. Coverage shall include products liability for food, beverage, and consumable products dispensed, sold, or distributed through vending machines and micro-market operations.

Worker Compensation & Employers' Liability Insurance:

1. Part 1: State Statutory Workers compensation insurance
2. Part 2: Employers' Liability-Minimum Limits Required: \$1,000,000 Each
Accident \$1,000,000 Disease-Each Employee \$1,000,000 Disease-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 Commercial General Liability and Employers' Liability coverage
2. Minimum Limits Required: \$1,000,000 per occurrence/\$1,000,000 General Aggregate/\$1,000,000 Products-Completed Operations Aggregate Limit

Cyber/Data Security

The Successful Bidder shall maintain Cyber Liability Insurance with minimum aggregate limits of \$1,000,000 covering data breaches, unauthorized access, and payment card information exposure.

Commercial Crime Insurance/Employee Dishonesty Bond

1. The Successful Bidder shall maintain Employee Dishonesty/Crime Insurance, including coverage for theft, disappearance, and destruction of money and securities, with minimum limits of \$100,000 per occurrence on a loss discovered reporting form. Coverage should have an extended reporting period and remain in effect for 12 months after completion of the contract. Coverage should have an extended reporting period and remain in effect for 12 months after completion of the contract.
2. Coverage shall include employee theft and dishonesty involving funds collected from vending machines and micro-market operations.

Performance Bond

1. The Successful Bidder shall furnish and maintain, at its own expense, a Performance Bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for the faithful performance of all terms, conditions, and obligations of the Contract. The Performance Bond shall be issued by a surety company authorized to do business in the State of Alabama and acceptable to Montgomery County.
 2. The Performance Bond shall remain in full force and effect for the duration of the Contract, including any renewal terms, and shall guarantee Successful Bidder's performance, including but not limited to the installation, operation, servicing, maintenance, removal of equipment, payment of commissions, and compliance with all contractual requirements.
12. If a dispute arises out of or relates to the Contract 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, 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.

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 Contract 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 to the County all such information and data for this purpose as the County may request.
18. Montgomery County reserves the right to reject any bid if the evidence submitted by the bidder, or an investigation of the bidder, fails to satisfy Montgomery County that the bidder is properly qualified to fulfill the terms of the Contract and to complete the work contemplated therein.

19. Montgomery County reserves the right to award the bid in any manner that is in the best interest of Montgomery County.
20. Montgomery County 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 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.

VENDOR REQUIREMENT

1. Successful bidder will be responsible for obtaining all licenses and permits.
2. Successful Bidder must comply with all current federal, state, and local laws, statues, and guidelines.
3. Successful Bidder 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. Successful Bidder 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. Successful Bidder 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. Successful Bidder will have access to county buildings between the hours of 8:00a.m. to 5:00p.m. Monday through Friday to excluding holidays.
11. Successful Bidder shall add/remove or relocate vending machines and/or equipment at the request of Montgomery County at no cost.
12. Successful Bidder shall respond to any request for service within 24 hours.
13. In the event a machine cannot be repaired within 48 hours, Successful Bidder vendor shall provide a replacement at no cost to Montgomery County.
14. Successful Bidder 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.

15. Successful Bidder must designate a representative to receive and handle 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. Successful Bidder 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 Successful Bidder to be completed by the person making the refund claim. Successful Bidder shall check designated money refund area(s) weekly for reports of money lost in machines.
17. Successful Bidder shall be responsible for mailing the commission payments directly to Montgomery County, P.O. Box 1667, Montgomery, AL 36102 by the 15th of every month.
18. Successful Bidder must provide a monthly detailed report of all transactions.
19. Successful Bidder must install vending machines and micro-markets in areas designated by Montgomery County. 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. 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 and other losses will be the responsibility of the Successful Bidder.
22. Successful Bidder's employees, agents, and representatives assigned to Montgomery County facilities shall conduct themselves in a professional manner and shall not pose a safety, security, or operational risk to Montgomery County employees, inmates, visitors, property, or the public. Montgomery County reserves the right to require the removal and replacement of any such employee, agent, or representative whose conduct, behavior, or presence is determined by Montgomery County to be unsafe, disruptive, inappropriate, or contrary to the best interests of Montgomery County.

Successful Bidder shall be responsible for the actions of its employees, agents, subcontractors, and representatives while on Montgomery County property. Successful Bidder's employees shall comply with all Montgomery County facility security procedures and access restrictions established by Montgomery County.
23. Montgomery County reserves the right to require background checks of Successful Bidder's personnel assigned to secure or restricted facilities, including detention facilities, youth facilities, or other sensitive locations designated by Montgomery County

SPECIFICATIONS FOR VENDING MACHINE

1. Vending machines installed shall be current production model and new. Refurbished or previously used vending machines shall not be permitted unless specifically approved in writing by Montgomery County
2. Vending machines must comply with the Americans with Disabilities Act (ADA) and all processing capability.
3. Vending machines shall have credit card, debit card, and mobile/electronic payment processing capability.
4. Vending machines shall have electronic sales counting and reporting capabilities capable of providing accurate transaction reporting.
5. All vending machines located within the same designated area shall be coordinated, in appearance and maintained in a clean and professional condition. Machines shall be of similar height and appearance to provide uniformity, unless otherwise approved in writing by Montgomery County.

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 operation and design of the micro-market.
3. All equipment installed shall be current production model and new. Equipment cannot be refurbished.
4. The micro-markets must be customizable to fit the designated space and operational needs of Montgomery County.
5. All equipment must be ADA with the Americans with Disabilities Act (ADA) and all applicable accessibility requirements.
6. The micro-markets must be monitored by video surveillance 24 hours a day 7 days per week.
7. Micro-markets shall have a self-payment kiosk.
8. Payment kiosk must have credit card debit cards, and other flexible payment methods.
9. Prior to the installation of any equipment, the Successful Bidder shall provide schematic drawings, renderings, or photographs of proposed layout and example of similar installations demonstrating configuration and aesthetic appearance.
10. Successful Bidder shall provide all necessary condiments, disposable utensils, napkins, and related supplies.
11. The Successful Bidder shall be responsible for all installation, maintenance, repair, replacement, and removal costs associated with micro-market equipment.
12. All equipment shall be maintained in a clean, sanitary, safe, and fully operational condition at all times

NUTRITION GUIDELINES

1. A minimum of twenty-five percent (25%) of food and beverages products shall meet the nutrition standards outline 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 milligrams or less of sodium per serving
2. Products containing nuts and seeds shall be exempt from fat guidelines.
3. Products containing dried or dehydrated fruit shall be exempt from the carbohydrate guidelines.
4. Products containing both dried fruit and nuts/seeds shall be exempt from both the fat and carbohydrate guidelines.
5. Water is preferred. Non-carbonated flavored and vitamin enhanced water without artificial sweeteners shall be permitted.
6. 100% fruit/vegetable juice with no added sweeteners shall be permitted.
7. Diet Soda shall be permitted.
8. Freshly Prepared Salads shall be available where feasible.
9. Freshly Prepared Sandwiches shall be available where feasible.
10. Fresh Produce shall be available where feasible.

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
Detention Facility 225 South McDonough Street Montgomery, AL	Employee Breakroom	1 Micro-Market
Youth Facility 1111 Air Base Boulevard 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