



**State of Alabama  
Department of Mental Health  
Central Purchasing  
Solicitation**

<b>Solicitation</b> RFB 061 25000000600	<b>Document Phase</b> Final	<b>Document Description</b> WASTE AND TRASH REMOVAL - ADMH FACILITIES
<b>Procurement Folder</b> 2062706	<b>Creation Date</b> 11/05/24	<b>Print Date</b> 11/05/24

## Request for Bids

### CONTACTS

Contact	Name	E-mail	Phone
<b>Requestor:</b>	Shanna Glenn	shanna.glenn@mh.alabama.gov	334-242-0396
<b>Issuer:</b>	Shanna Glenn	shanna.glenn@mh.alabama.gov	334-242-0396
<b>Buyer:</b>	Shanna Glenn	shanna.glenn@mh.alabama.gov	334-242-0396

**Bids will be accepted from:** 11/05/24  
to: 12/04/24 10:00 AM  
**Bids will be opened:** 12/04/24 11:00 AM

#### TO BE COMPLETED BY VENDOR

**Information in this section should be provided as appropriate. Bid Response must be in ink or typed with original signature and notarization.**

- Delivery: Can be made \_\_\_\_\_ days or \_\_\_\_\_ weeks after receipt of order.
- Terms: \_\_\_\_\_ (Discounts are taken without regard to date of payment.)
- Prices valid for acceptance within \_\_\_\_\_ days.
- Vendor's quotation reference number, if any: \_\_\_\_\_ (this number will appear on the purchase order.)
- E-mail address: \_\_\_\_\_ Internet Website: \_\_\_\_\_
- General Contractor's License No: \_\_\_\_\_ Type of G.C. License: \_\_\_\_\_

Return invitation to bid:

\_\_\_\_\_ Regular Mail  
State of Alabama  
Alabama Mental Health  
Purchasing Office  
P.O. Box 301410  
Montgomery, AL 36130-1410

\_\_\_\_\_ Courier  
State of Alabama  
Alabama Mental Health  
Purchasing Office  
100 N. Union St. Suite 570  
Montgomery, AL 36104

#### Signature and Notarization Required

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and**

\_\_\_\_\_  
VSS Vendor Number

\_\_\_\_\_  
Authorized Signature (Ink)

**Subscribed before me this**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Type/Print Authorized Name

\_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
Mail Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Toll Free Number

\_\_\_\_\_  
Term Expiration:

\_\_\_\_\_  
Phone Including Area Code

\_\_\_\_\_  
Fax Number

**COMMODITY INFORMATION**

**Group:** 1 Default Commodity Group      **Line:** 1      **Line Type:** Item  
**Commodity Code:** 91027      **Quantity:** 1.00000  
**Commodity Description:** Garbage and Trash Removal, Disposal and or      **Unit:** Month  
**Extended Amount:**      **Unit Price:**  
**Preferred Vendor:** \_\_\_\_\_  
**Extended Description:** \_\_\_\_\_

WASTE AND TRASH REMOVAL AS SCHEDULED FOR BRYCE HOSPITAL

Garbage and Trash Removal, Disposal and or Treatment Services

**SHIPPING AND BILLING**

**Shipping**

ADMH- Central Office  
100 N Union  
RSA Union Building  
Montgomery, AL 36130

**Billing**

ADMH- Central Office Accounts Payable  
100 North Union / Phone: 334-242-3799  
RSA Union Building-Suite 568  
AccountsPayable.DMH@mh.alabama.gov  
Montgomery, AL 36130

**Delivery Date:**

**Delivery Type:**

**COMMODITY INFORMATION**

**Group:** 1 Default Commodity Group      **Line:** 2      **Line Type:** Item  
**Commodity Code:** 91027      **Quantity:** 1.00000  
**Commodity Description:** Garbage and Trash Removal, Disposal and or      **Unit:** Month  
**Extended Amount:**      **Unit Price:**  
**Preferred Vendor:** \_\_\_\_\_  
**Extended Description:** \_\_\_\_\_

WASTE AND TRASH REMOVAL AS SCHEDULED FOR MARY STARKE HARPER GERIATRIC HOSPITAL

Garbage and Trash Removal, Disposal and or Treatment Services

**SHIPPING AND BILLING**

**Shipping**

ADMH- Central Office  
100 N Union  
RSA Union Building  
Montgomery, AL 36130

**Billing**

ADMH- Central Office Accounts Payable  
100 North Union / Phone: 334-242-3799  
RSA Union Building-Suite 568  
AccountsPayable.DMH@mh.alabama.gov  
Montgomery, AL 36130

**Delivery Date:**

**Delivery Type:**

**COMMODITY INFORMATION**

**Group:** 1 Default Commodity Group      **Line:** 3      **Line Type:** Item  
**Commodity Code:** 91027      **Quantity:** 1.00000  
**Commodity Description:** Garbage and Trash Removal, Disposal and or      **Unit:** Month

**Extended Amount:**

**Unit Price:**

**Preferred Vendor:** \_\_\_\_\_

**Extended Description:**

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WASTE AND TRASH REMOVAL AS SCHEDULED FOR TAYLOR HARDIN SECURE MEDICAL

Garbage and Trash Removal, Disposal and or Treatment Services

**SHIPPING AND BILLING**

**Shipping**

ADMH- Central Office  
100 N Union  
RSA Union Building  
Montgomery, AL 36130

**Billing**

ADMH- Central Office Accounts Payable  
100 North Union / Phone: 334-242-3799  
RSA Union Building-Suite 568  
AccountsPayable.DMH@mh.alabama.gov  
Montgomery, AL 36130

**Delivery Date:**

**Delivery Type:**

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**STATE OF ALABAMA**  
**DEPARTMENT OF MENTAL HEALTH**  
RSA UNION BUILDING  
100 N. UNION STREET  
POST OFFICE BOX 301410  
MONTGOMERY, ALABAMA 36130-1410  
[www.mh.alabama.gov](http://www.mh.alabama.gov)

Dear Vendor:

The Alabama Department of Mental Health (ADMH) is soliciting for **waste and trash removal**. The **Request for Bids (RFB) closing date is 10:00 am on Wednesday, December 4, 2024**, with an RFB opening time of 11:00 am.

### **I. AUTHORITY**

The Department of Mental Health, an agency of the State of Alabama, makes purchases under the authority granted in Acts 1965, No. 881, Acts 1984, No. 84-242, and in accordance with the State of Alabama Bid Laws, specifically Code of Alabama 1975, Section 41-16-20.

- # To transact business in the State of Alabama ALL businesses domestic and foreign must be registered with the Alabama Secretary of State Office. (Domestic means **within** the State of Alabama. Foreign means out-of-state.) Website: [www.sos.alabama.gov](http://www.sos.alabama.gov)
- # If contracted with the State of Alabama, all vendors MUST enroll and actively participate in E-Verify. Website: <https://www.e-verify.gov/>
- # ALL vendor payments are processed thru the State of Alabama Accounting and Resource System (STAARS). All vendors must register with STAARS Vendor Self Service. Website: <https://procurement.staars.alabama.gov/webapp/PRDVSS1X1/AltSelfService>

### **II. AWARD**

The Alabama Department of Mental Health reserves the right to:

- (1) Award bids on an "all or none" basis;
- (2) Award bids on an "item by item" basis, unless otherwise specified by bidder;
- (3) Award multiple bidders;
- (4) Waive any informality in bids;
- (5) Reject any and/or all bids.

### **III. REQUESTS FOR BID (RFB) RESPONSE INSTRUCTIONS**

To submit a responsible Bid, the bidder must read and follow all instructions, terms, conditions, and specifications.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Department of Mental Health does not assume responsibility for late bids for any reason including those due to postal or courier service. **Bid responses must be in the Department of Mental Health Office of Contracts and Purchasing prior to the "closing date and time" indicated on the bid.**
2. Bid responses must be in ink, typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink, or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no bid). Pages should be secured. The Department of Mental Health does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

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3. The unit price always governs regardless of the extended amount. A unit price change must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Department of Mental Health requires submissions of exact copies; signed, notarized bid to include any required addendum(s) and documentation. The original and the copies should be submitted together as a bid package.

#### **IV. BID REJECTION**

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of bid.

Bids that are improperly submitted or received late will be documented for record, will not be returned, nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid response with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid response not signed/not original signature
- Bid response not notarized/not original signature of notary/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and two copies
- Bid response received from non-subscribed/expired vendor

#### **V. ADDITIONAL INFORMATION**

**A. Beason-Hammon** Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended Act 2012-491)

As a condition for RFB award, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. 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.”

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Verification of enrollment in the E-Verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-Verify documentation should be identified with the bid number and the buyer's name. Failure to provide documentation within five (5) calendar days of notification will result in the rejection of your bid. To enroll in the E-Verify program visit <https://www.e-verify.gov/>

**B. CERTIFICATION PURSUANT TO ACT No. 2006-557:**

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted, and contract executed shall contain a certification that the vendor, contractor, and ALL its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases in Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116 and acknowledges that the awarding authority may declare the contract void if the certification is false.

**C. RECORDS REQUEST**

ADMH recognizes and supports the public's right to inspect/request copies of public records in accordance with State law. Many public records and resources are available on the ADMH website: [www.mh.alabama.gov](http://www.mh.alabama.gov) for review. Please view the website prior to submitting a request for records as your request may be satisfied by the information contained therein.

**D. MINORITY VENDOR INFORMATION**

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the Office of Minority Business Enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov).

**VI. STANDARD TERMS AND CONDITIONS**

**A. VENDOR REGISTRATION AND SUBSCRIPTION FEE**

Vendor may receive bid notices by registering at the State of Alabama vendor self-serve (VSS) portal, Hyperlink: "https://procurement.staars.alabama.gov". Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the "pay subscription fee" tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned number on all bid responses. A vendor's subscription must be maintained throughout the term of an awarded contract to include renewal periods.

**B. INTENT TO AWARD**

The State of Alabama Department of Mental Health will issue an "Intent to Award" before the final award is made. The "Intent to Award" will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-44(14).

**C. ALTERNATE BID RESPONSES:**

Unless stated elsewhere in this Request for Bid (RFB) the Dept. of Mental Health will accept and evaluate alternate bid submittals, provided the response meets all bid requirements. Alternates will be considered. When alternate brands and/or product numbers are bid, adequate specifications for evaluation must be submitted with the bid. Final determination as to equal quality of alternate will always be made by the receiving authority.

**D. INTERNET WEBLINKS:**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this RFB.

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**E. SALES TAX EXEMPTION:**

Pursuant of the Code of Alabama, 1975, Title 40-23-4(A), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

**F. FOREIGN ENTITIES – CERTIFICATE OF AUTHORITY:**

Alabama Law provides that a foreign entity (out of state company/firm) as identified in Section 10A-1-7.01 Code of Alabama 1975, not otherwise exempted by Section 10A-17.02 Code of Alabama Section 1975, may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporate Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

**G. BOYCOTT**

Pursuant to Ala. Code §41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Pursuant to Ala. Act No. 2023-409, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.”

**H. PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE:**

In accordance with the Uniform Commercial Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

**I. FREIGHT**

Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item. The vendor must assume all responsibility for damage in transit.

**J. INVOICES**

Vendor understands and agrees that it has an affirmative duty to submit invoices accurately and on time. For purposes of this contract, this means that vendor shall submit all invoices following the rendering of services or goods that are required by this contract.

**K. ALABAMA PREFERRED VENDOR**

A ‘**Preferred Vendor**’ shall be a person, firm, or corporation that is granted priority by meeting all the following criteria as established by Section 41-16-20, Code of Alabama, 1975.

- # **Priority 1.** Produces or manufactures the product within the State.
- # **Priority 2.** Has an assembly plant or distribution facility for the product within the State.
- # **Priority 3.** Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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## **L. RFB Specifications**

### **1. WASTE AND TRASH REMOVAL SERVICE for ADMH FACILITIES**

The purpose of this solicitation is to establish a contract for waste and trash removal from Bryce Hospital, Mary Starke Harper Geriatric Center, and Taylor Hardin Secure Medical Center, located in Tuscaloosa, AL.

The contract shall be for two (2) years with an option to extend for a third, fourth and fifth year with the same pricing, terms and conditions if requested by the Department and agreed upon by the Contractor. The contract may be terminated due to lack of funds or may be cancelled upon thirty (30) days written notice by either party.

For further information concerning facilities, containers, etc, please contact:

Yancy Reach – 205-561-4610 (Bryce Hospital)  
 Bob White – 205-393-0860 (Mary Starke Harper)  
 Rickey Harbin – 205-535-0063 (Taylor Hardin Secure)

Contractor shall have experience in the solid waste collection business. Contractor shall provide evidence of having available a substantial fleet of transport vehicles to assure that garbage shall be picked up in case of mechanical failure of regularly assigned vehicle or any other unforeseen problem.

Contractor shall provide storage containers. The containers when initially placed shall be new or freshly painted and disinfected. All containers shall have one or two access doors and drain plugs. All doors and tops of containers shall be in good working order. All doors and tops shall have the capability of being locked with a padlock. If required, padlocks shall be furnished by the facility.

Containers shall be located in areas designated by the Facility’s Plant Operations Director. The Facility shall inspect and approve all containers upon installation.

Contractor shall perform all maintenance and necessary repairs to maintain the containers in serviceable and operable condition to meet all State and local Health Department standards. Containers shall be removed from site, cleaned, and returned when necessary. Replacements shall be furnished when containers are removed for cleaning or repairs.

Containers shall be sprayed with an odor counteracting agent weekly and shall be sanitized weekly from April 1 to Oct 31, and additionally as needed for odor control.

Contractor shall provide Facility with a written schedule of pick-up times for the Facility’s designated dates.

Contractor shall not subcontract any portion of the contract without prior written approval of the Department.

Contractor’s drivers shall abide by all traffic regulations when on Facility’s grounds.

Service shall include all costs associated with collection and disposal of garbage, to include but not limited to containers, maintenance, dumping service, and landfill charges, taxes, sanitizing, etc.

### **2. SPECIAL CONDITIONS**

Contractor shall take out and maintain during the life of this contract statutory workman’s compensatory and employers’ liability insurance for all its employees who engage in providing the services under the contract.



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Contractor shall take out and maintain during the term of this contract bodily injury liability and damage liability insurance. In the amount of one million dollars (1,000,000.00) per occurrence (as shall protect the Contractor and DMH from claims of damage from personal injury including accidental death, as well as claims from property damage which may arise from the operations under this contract) and Professional Liability Insurance in the amount of one million dollars (\$1,000,000.00) per occurrence/agreement three million dollars (\$3,000,000.00). Contractor shall provide Vehicular Insurance for all employees assigned to the Facility and coverage must include vehicles used for business purposes. Contractor agrees to furnish proof of insurance within ten (10) days of receipt of award.

### 3. PAYMENT

Payment for services rendered shall be made by the Department based upon Contractor's submission of invoice. Invoice shall be submitted monthly at each Facility and reflect the period of service and amount due by type of service and date. The Department pays monthly in arrears.

### 4. E-VERIFY

Contractor understands that Contractor shall provide a complete copy of the E-Verify Memorandum of Understanding (MOU) which is generated when the business entity or employer enroll in the program bearing the number assigned to the MOU by Homeland Security; establishing that the business entity has registered to participate and will actively participate in the E-Verify for the duration of the contract, and shall verify every employee who is required to be verified according to the applicable Federal rules and regulations.

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## 5. BID REQUIREMENTS

Listed are the Facilities, locations, sizes, quantities, and schedules for the containers required. To offer a bid for waste and trash removal service, in the space provided show the cost per month (unit price) for the service.

The Department reserves the right to make adjustments in quantities of containers, container sizes, and pick-up schedule during the term of the contract as determined to be in best interest of the Department.

**Submissions:** 4 Copies: one (1) original bid and three (3) copies.

### # **BRYCE HOSPITAL: 1651 RUBY TYLER PKWAY, TUSCALOOSA, AL 35404**

Collection and disposal of garbage in accordance with dumpster schedule below. All dumpsters must be sanitized for smell once per week during the period May 1<sup>st</sup> through September 30<sup>th</sup>.

LOCATION	PICK-UP DAY	EACH	CU. YD
Admin Building	T and F	1	8
Main Building	T	1	34 Roll Off
Kitchen	(1) M W F	2	8
	(1) M thru S		
	1 per Month	1	30 Roll Off

\*M-Monday, T-Tuesday, W-Wednesday, Th-Thursday, F-Friday, S-Saturday, no Sunday pick-up.

\*34 cu yd roll off must have the door seal and mating surface wiped clean after the unit has been emptied to prevent leakage.

\*34 cu yd roll off must be picked up weekly, 52 pick-ups total, per year.

\*Vendor must supply all dumpster containers.

\*Vendor may contact Bob White 205-507-8292 or 205-393-0860 for further information.

### # **MARY STARKE HARPER GERIATRIC Center: 107 5<sup>th</sup> Ave E, Tuscaloosa, AL 35401**

Collection and disposal of garbage in accordance with dumpster schedule below.

LOCATION	PICK-UP DAY	EACH	CU. YD
Main Bldg.	M thru S	2	8

Dumpsters supplied must be capable of having side doors padlocked.

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# **TAYLOR HARDIN SECURE MEDICAL FACILITY (THSMF): 1301 Jack Warner Pkwy, NE, Tuscaloosa, AL 35404**

- \*One eight (8) yard container in one location placed on the grounds of Taylor Hardin.
- \*Container is to be emptied two times weekly, on Tuesday and Thursday.
- \*34 cu yd roll off must have the door seal and mating surface wiped clean after the unit has been emptied to prevent leakage.
- \*34 cu yd roll off must be picked up weekly, 52 pick-ups total, per year.
- \*Vendor must supply all dumpster containers.
- \*Pick-up will not occur after 3:30 pm.

## 6. SCHEDULE OF EVENTS

### RFB for ADMH Waste and Trash Removal

The following RFB Schedule of Events represents the ADMH's best estimate of the schedule that shall be followed. Except for the deadlines associated with the vendor question and answer periods and the proposal due date, the other dates provided in the schedule are estimates. ADMH reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the RFB website at [www.mh.alabama.gov](http://www.mh.alabama.gov) for review.

**Please note the date for submitting any questions. ADMH will not accept any questions after this date. All times are in Central Time.**

Date	Event	Notification
November 5, 2024	RFB Release	ADMH Website and STAARs website
November 12, 2024 by 12:00 pm	Deadline for RFP questions. <b>Submit in Word—No tables</b>	Email to <a href="mailto:shanna.glenn@mh.alabama.gov">shanna.glenn@mh.alabama.gov</a>
November 19, 2024	RFB Q&A to be posted for review	ADMH website <a href="http://www.mh.alabama.gov">www.mh.alabama.gov</a>
December 4, 2024 10:00 am	<b>RFB Submissions*</b> Four (4)—1 original and three copies.	USPS or FedEx or UPS <b>(Review Section III, #1)</b>
December 4, 2024 10:00 am	RFB Closing Date	USPS or FedEx or UPS <b>(Review Section III, #1)</b>
December 4, 2024 11:00 am	RFB Opening Date	
The RFB is posted on ADMH website at <a href="http://www.mh.alabama.gov">www.mh.alabama.gov</a> for review.		
*Regular mail: AL Department of Mental Health		*Courier: AL Department of Mental Health

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Office of Contracts & Purchasing  
RSA Union Building  
PO Box 301410  
Montgomery, AL 36130

Office of Contracts & Purchasing  
RSA Union Building  
100 N. Union St., Suite 570  
Montgomery, AL 36104