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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

Personal Protective Equipment (PPE) and Related Supplies

Bid Date: March 1, 2021	Bid Number: 52110-21B-012	Return Quotation By: March 15, 2021 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.

Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent.

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 Myrtle Singleton, Administrative Services, Montgomery County Administrative Building Annex I, 100 South Lawrence Street, Montgomery, Alabama, phone number (334)832-7705.

Florence M. Cauthen
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. 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.
4. 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.**
5. 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.
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 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.**
7. 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 bid to a local responsible bidder or to a responsible bidder within the state that is a woman-owned, a minority-owned, a veteran-owned or a disadvantaged-owned business enterprise 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 three (3) years, beginning from date of award. Quoted prices shall remain firm for three (3) years.
9. 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.

10. 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.
11. 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.
12. 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.
13. 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*.
14. 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.
15. 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.

16. 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 ensure 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.

SPECIFICATIONS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE) AND RELATED SUPPLIES

Purpose

Montgomery County Commission proposes to enter into a contract to provide protective equipment (PPE) and related supplies to Montgomery County on an “as needed” basis.

Use of Brand Names

Use of brand names unless otherwise provided in this Invitation to Bid (ITB), the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the ITB is descriptive -- NOT restrictive -- it is provided to generally indicate the type and quality desired. If other than the brand(s) specified is offered, descriptive literature must be submitted with bid. Samples may be required. Bidders must certify that item(s) offered meet and/or exceed specifications.

Samples

Samples, if required, must be furnished free of expense to the County on or before the date specified. Each sample must be marked with Bidder's name and address, ITB number and opening date.

Materials

All materials included in the bid specifications shall be in compliance with all Federal and State OSHA laws.

Quantities

Contractor understands and agrees that any quantities that are included in this invitation to bid are only an estimate and that the County is under no obligation to the Contractor to purchase any set amount of the material(s).

Condition and Packaging

Unless otherwise defined in the bid specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard

commercial packaging. Any damage loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the vendor. Goods delivered not in original packaging (e.g. N95s not in original manufacturer packaging, loose mismatched gloves in large bags/boxes, etc.) will be rejected.

Rejections of Deliveries

Once orders are delivered, the County will have up to three (3) business days to inspect the goods to verify correct quantities and items as well as to ensure there is no damage.

Materials must meet specifications. Rejected deliveries shall be removed by the vendor within five (5) business days from notification at vendors' expense. Montgomery County will not be responsible, nor pay for rejected products.

The Contractor shall replace any incorrect, damaged, or missing goods within ten (10) business days of notification by the County.

Ordering/ Invoice/ Delivery

After Contract award, purchase orders will be mailed, faxed and/or emailed to the awarded vendor for each order. Items must be delivered within thirty days after orders have been placed. All freight, shipping and or delivery must be included in the bid price. No additional freight, shipping/or delivery charges will be authorized. The orders will be delivered to the address indicated on the purchase order.

Each invoice shall include the following information:

1. Purchase order number
2. Product descriptions
3. Contract price
4. Payment terms
5. Remit to address

Payment shall be made for acceptable service within 30 days, more or less, of receipt of invoice.

Assignment of Contractual Rights

Successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of Montgomery County Commission.

The County shall place orders on an "as needed basis." The County does not guarantee to purchase any minimum quantities.

Bid Proposal

Item	Quantity	Unit	Description	Unit Price	Extended Price
1.	10	Cases	Cleancide Disinfectant Wipes Canister 6 in. X 6.75 In 160/Cn, 12/cs Mfg. Part #: SSS3130C or approved equal	\$ _____	\$ _____
2.	20	Cases	Cleancide Germicidal Disinfectant Wipes, Case of 4 buckets Mfg. Part #: COV012027 or approved equal	\$ _____	\$ _____
3.	20	Cases	Total Solutions SPEC 4 Wipes 6 X 7 Towel/ White 180 wipes per canister, 6 can. /case Product #:1567 or approved equal	\$ _____	\$ _____
4.	10	Cases	Vitalgard Nitrile Exam Gloves, Latex Free, Powder Free Size: M Item: VNPF100 or approved equal	\$ _____	\$ _____
5.	15	Cases	Vitalgard Nitrile Exam Gloves, Latex Free, Powder Free Size: L Item: VNPF100 or approved equal	\$ _____	\$ _____
6.	15	Cases	Vitalgard Nitrile Exam Gloves, Latex Free, Powder Free Size: XL Item: VNPF100 or approved equal	\$ _____	\$ _____
7.	40	Cases	Ambitex X- Large Blue Nitrile Powder Free/ Latex Free Gloves, 3 Mil.;100 per box/10 Boxes Per Case Item: VXL200 or approved equal	\$ _____	\$ _____

8.	40	Cases	Ambitex X- Large Clear Vinyl Powered Free/ Latex Free Gloves, 4 Mil.;100 per box/10 Boxes Per Case Item: VXL200 or approved equal	\$ _____	\$ _____
9.	20	Cases	3M Particulate Respirator 8511, N95with Ear Loops (FDA Approved), 80 Ea./Case Product No: 8511	\$ _____	\$ _____
10.	10	Cases	MFS-320 Reusable Splash Face Shield, Window Size: 9" H X 14" W X0.020" T; Case Qty:24 Product No. 14350 or approved equal	\$ _____	\$ _____
11.	30	Bottles	Chlorinated Sanitizing & Disinfecting Tablets, 120/BTL Item: SPCKCDT655 or approved equal	\$ _____	\$ _____
12.	10	Cases	PolyWear Disposable Gowns; 1 Mil, Color: Blue, Bulk Individually Bagged/100 per case Size: Large Item: 10510 or approved equal	\$ _____	\$ _____
13.	10	Cases	PolyWear Embossed Disposable Gowns Size: XL Color: Blue, Bulk 50/ Case Item: 11610 or approved equal	\$ _____	\$ _____
14.	40	Packs	Fluid Resistance Disposable Gown; One Size Fits Most; Long Sleeve; Elastic Cuff Adult Disposable; 50/ Pack Manufacturer #: 30201100 or approved equal	\$ _____	\$ _____

15.	10	Cases	Dupont TYVEK 400 Medium Item: TY127S WH or approved equal	\$ _____	\$ _____
16.	10	Cases	Dupont TYVEK 400 Large Item: TY127S WH or approved equal	\$ _____	\$ _____
17.	10	Cases	Dupont TYVEK 400 XL Item: TY127S WH or approved equal	\$ _____	\$ _____
18.	10	Cases	Dupont TYVEK 400 2XL Item: TY127S WH or approved equal	\$ _____	\$ _____
19.	10	Cases	Dupont TYVEK 400 3XL Item: TY127S WH or approved equal	\$ _____	\$ _____
20.	20	Cases	3M Safety Splash Google 33AF, Clear Anti- Fog Lens 10 Ea./Case Product No: 40661-00000-10 or approved equal	\$ _____	\$ _____
21.	100	Each	GOJO LTX Behavioral Health Dispenser with Time- Delayed Output Control; 1200mL SKU: 1925-01-DLY	\$ _____	\$ _____
22.	100	Each	GOJO Antibacterial Foam Hand Wash SKU:1912-02	\$ _____	\$ _____
23.	25	Each	Purell LTX or TFX Touch Free Hand Sanitizer Dispenser Item: GOJ272012CT	\$ _____	\$ _____

24.	30	Cases	Non- Woven 3 Ply Disposable Face Mask W/ Ear Loop- Blue Manuf.# RPFM-ELE3M or approved equal	\$ _____	\$ _____
25.	10	Cases	Steriphene II 20 oz. Aerosol Disinfectant Spray, 12 cans/ Case Item: SPA6075 or approved equal	\$ _____	\$ _____
26.	5	Cases	Lysol Disinfectant Spray 19 oz., Case of 12 Manuf.#CB748286 or approved equal	\$ _____	\$ _____

Total Bid Amount \$ _____

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

_____ 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