KHRISTIE DAVIS
Purchasing Manager
khristiedavis@mc-ala.org
(334) 832-1267

Cynthia Hill, Buyer I
cynthiahill@mc-ala.org
(334)832-2526

Tammy Turner, Buyer II
tammyturner@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
Polo Shirts MCSO

Bid Date:	Bid Number:	Return Quotation By:
April 27, 2021	52110-21B-018	May 11, 2021 10:00 a.m. 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 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 Manager, Montgomery County Administrative Building Annex I, 100 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-7705.

Florence M. Cauthen
County Administrator and 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. Bidders must attach to bid a copy of 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.**

6. All pricing shall be F.O.B., Montgomery, Alabama. Delivery will be to the office of the ordering department listed on the purchase order with all freight charges paid by the vendor. Freight cost will be included in the bid price.

7. Vendors 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.

8. The contract period will be for three (3) years, beginning from date of award. All pricing shall remain firm for three (3) years.

9. The successful bidder awarded the contract must provide documentation of its enrollment in the e-verify program.

10. 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. 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.

12. 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*.

13. 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.

14. 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.

15. 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 bidding process in Montgomery County.

SPECIAL PROVISIONS
POLO SHIRTS FOR MCC

Montgomery County Commission proposes to enter into a contract to furnish polo shirts for Montgomery County Commission and Montgomery County Sheriff's Office.

1. The Montgomery County Commission hereinafter referred to as "MCC" or "The County") reserves the right to reject any and all bids and waive all technicalities. The County also reserves the right to cancel the contract at any time the service or products prove unsatisfactory in the reasonable opinion of the Purchasing Agent and Montgomery County Sheriff's Office with a 30-day written notice.

2. The successful Vendor must guarantee that all items will fit to the satisfaction of MCC. Any items that do not fit or match material or colors or otherwise fail to meet the specifications, in the judgment of MCC, will be rejected. Any items so rejected must be replaced by suitable items within two (2) weeks or they will be purchased on the open market and the purchase price thereof will be deducted from the contract amount due the successful vendor.

3. All items listed must conform to the attached specifications in all respects. All bidders are directed to take special note of the requirements of these specifications. Vendors shall list make and model of item being bid if bidding other than name brand specified in bid.

4. Bidder shall submit samples of the items which bidder proposes to furnish to MCC. For easy identification, bidder's name, bid name and number must be affixed to the sample submitted. Bidders must make arrangements for the return of the samples after the contract has been awarded. All shipping costs will be the responsibility of the bidder. If bidder does not make arrangements for return of samples, within 10 days after award, the samples will be discarded.

5. Pricing shall include the cost for embroidery of MCSO badge, MCDF badge, MCC logo or department name on left chest and optional embroidery of name and/or rank on right chest.

6. Successful vendor must provide updated digitized artwork for embroidery. All artwork remains the property of MCC.

7. Successful vendor shall not sell, assign, transfer, or convey any of its rights in this contract except with the written consent of the MCC.

8. The quantities listed are estimated for bidding purposes only. Montgomery County Commission reserves the right to purchase more or less of the items listed on the bid submittal form.

SPECIFICATIONS CHECKLIST POLO SHIRTS

	COMPLY	
	YES	**NO**
1. **Port Authority Dry Zone Ottoman, Men, Short Sleeve (K525)**	☐	☐
5.3 Ounce, 100% Polyester	☐	☐
Open Hem Sleeves	☐	☐
Two Button Plackets	☐	☐
Side Vents	☐	☐
Flat Knit Collar	☐	☐
Snag Resistant	☐	☐
Sizes from Small to 6XL, Tall Sizes LT-4XLT	☐	☐
Shrink Resistance	☐	☐
Tear Away Label	☐	☐
Quarter Turned	☐	☐
Color: Various, Must Include Black, White, Red, Gray, Dark Green, Tan, Navy, and Royal Blue	☐	☐
Must include one of the following: MCSO logo, MCC logo or department name on left chest, thread colors per approved master	☐	☐
Must provide optional embroidery for name and/or rank on right chest	☐	☐
2. **Port Authority Dry Zone Ottoman, Men, Short Sleeve (TLK525)**	☐	☐
5.3 Ounce, 100% Polyester	☐	☐
Open Hem Sleeves	☐	☐
Two Button Plackets	☐	☐
Side Vents	☐	☐
Flat Knit Collar	☐	☐
Snag Resistant	☐	☐
Sizes: Tall LT-4XLT	☐	☐
Shrink Resistance	☐	☐
Tear Away Label	☐	☐
Quarter Turned	☐	☐

	COMPLY YES	COMPLY NO
Color: Various, Must Include Black, White, Red, Gray, Dark Green, Tan, Navy, and Royal Blue	☐	☐
Must include one of the following: MCSO logo, MCC logo or department name on left chest, thread colors per approved master	☐	☐
Must provide optional embroidery for name and/or rank on right chest	☐	☐
3. **Port Authority Dry Zone Ottoman, Short Sleeve (L525)**	☐	☐
5.3 Ounce, 100% Polyester	☐	☐
Open Hem Sleeves	☐	☐
Two Button Plackets	☐	☐
Side Vents	☐	☐
Flat Knit Collar	☐	☐
Snag Resistant	☐	☐
Sizes from XS-4XL	☐	☐
Shrink Resistance	☐	☐
Tear Away Label	☐	☐
Quarter Turned	☐	☐
Color: Various, Must Include Black, White, Red, Gray, Dark Green, Tan, Navy, and Royal Blue	☐	☐
Must include one of the following: MCSO logo, MCC logo or department name on left chest, thread colors per approved master	☐	☐
Must provide optional embroidery for name and/or rank on right chest	☐	☐
4. **5.11 Professional Polo, Men, Short Sleeve (4160T)**		
6.8 Ounce, 100% Cotton Pique Jersey	☐	☐
Three button front placket with melamine button	☐	☐
No roll collar with flexible collar stays	☐	☐
Drop Tail Hem with Side Vents	☐	☐
Shrink, Wrinkle and Fade Resistance Sizes: 3XLT- 5XLT	☐	☐

	COMPLY	
	YES	**NO**
Colors: Heather Grey, Silver Tan, Navy	☐	☐
Must include one of the following: MCSO logo, MCC logo or department name on left chest, thread colors per approved master	☐	☐
Must provide optional embroidery for name and/or rank on right chest	☐	☐

This form must be filled out and submitted with bid submittal form

Bid Submittal Form

Item No.	Quantity	Description	Unit Price	Extended Amount
1.	40 Each	Port Authority Dry Zone Ottoman short sleeve men's polo shirt (polyester) various colors Model: K525 or approved equal Sizes: S, M, L, XL,2XL	$_____	$_____
2.	40 Each	Port Authority Dry Zone Ottoman short sleeve men's polo shirt (polyester) various colors Model K525 or approved equal Sizes: 3XL,4XL, 5XL, 6XL	$_____	$_____
3.	40 Each	Port Authority Dry Zone Ottoman short sleeve men's polo shirt (polyester) various colors Model K525 or approved equal Sizes: LT- 4XLT	$_____	$_____
4.	40 Each	Port Authority Dry Zone Ottoman short sleeve women's polo shirt (polyester) various colors Model L525 or approved equal Sizes S, M, L, XL, 2XL	$_____	$_____
5.	40 Each	Port Authority Dry Zone Ottoman Short sleeve women's polo shirt (polyester) various colors Model L525 or approved equal Sizes 3XL,4XL	$_____	$_____
6.	40 Each	5.11 Professional Polo, Men, Short Sleeve men's polo shirt (cotton), colors: Grey, Silver Tan, Navy Model: 41060T or approved equal Sizes: 3XL, 4XL, 5XL	$_____	$_____
7.	40 Each	Optional embroidery of name and/or rank on right chest	$_____	$_____

Total cost of items 1 through 6 $_____

Total cost of items 1 through 7 $_____

Please 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