

KHRISTIE DAVIS

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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
Inmate Security

Bid Date: August 11, 2021	Bid Number: 52200-21B-026	Return Quotation By: August 30, 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 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. 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.
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. 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 from date of award.
9. The successful bidder awarded the contract must provide documentation of its enrollment in the e-verify program.
10. Successful vendor shall file the following insurance coverage and limited liability with the Purchasing Department before beginning work with Montgomery County:

General Liability

\$1,000,000 – Bodily injury and property damage combined occurrence

\$1,000,000 – Bodily injury and property damage combined aggregate

\$1,000,000 – Personal injury aggregate

Comprehensive form including premises/operation, products/completed operations contractual, independent contractors.

Broad form property damage and personal injury.

Automobile Liability

\$1,000,000 – Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Worker Compensation and Employers Liability

\$1,000,000 – Limited each occurrence

Umbrella Coverage

\$1,000,000 – Each occurrence

\$1,000,000 – Aggregate

11. 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.
12. The Montgomery County Commission, its departments and its employees shall be named as additional insured.
13. 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.
14. 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*.

15. 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.
16. 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.
17. 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.

SCOPE OF WORK

Montgomery County Commission proposes to enter into a contract for security guard services for inmates on a fixed fee basis. The successful bidder will be required to provide security officers for inmates who are committed to Montgomery County Detention Facility. In addition, the successful bidder will provide services to the Montgomery County Youth Facility and other various county departments as needed. Security Guard Services shall conform to standards established by the Sheriff of Montgomery County per specifications.

SPECIFICATIONS FOR SECURITY GUARD SERVICES

1. The successful contractor should be readily available and capable of responding within two (2) hours after initial contact is made. In the event that successful contractor cannot furnish required services within two (2) hours after being contacted by the Montgomery County Detention Facility or Montgomery County Youth Facility, then the County shall have the right to secure services either with another security guard company, or utilize a Montgomery County Deputy. Successful contractor shall then be responsible for paying the difference in contract price and the price the County will have to pay for the needed services.
2. All guards will be armed with necessary security equipment, i.e., handcuffs, waist chains, leg irons, etc. All guards are to be clean and professional in appearance and be uniformed, identifying the name of the security company.
3. Service Company is responsible for assuring that all security guard service personnel receive training that is adequate for them to fully understand and perform their assigned duties.
4. Prisoners will be restrained and will remain secure at all times. If a prisoner is injured to a degree that the restraints cannot be secured and/or a request is made by medical personnel for restraints to be removed, alternate ways of securing prisoner will be considered before removal of restraints.
5. Guards will receive a form from the Montgomery County Detention Facility indicating name of inmate, booking number, charges, bond amount, and any other special instructions that may be necessary.
6. If more than one prisoner is guarded in same room, the number of guards needed will be determined by an authorized member of the Service Company. This determination must be approved by the Administrator of the Montgomery County Detention Facility. More than one (1) guard may be needed for certain prisoners who are considered highly dangerous. The Detention Facility Administrator, Sheriff, or Chief Deputy will determine if a prisoner is in this category.
7. Guards must always keep prisoners within sight or sound. If a prisoner undergoes surgery, the guard will remain outside the operating room until the surgery is complete. The guard will then accompany the prisoner to the recovery room or back to the hospital room.

8. If a guard needs to be relieved for any reason, the following procedures must be followed:
 - A. A guard will only be relieved by another guard of the security company or Detention Facility Officer or Deputy Sheriff.
 - B. If a relief guard is not readily available, and the guard does not have access to a telephone, the guard on duty should request a nurse or orderly call the supervisor of the security company. If the supervisor cannot be reached, the Montgomery County Detention Facility must be notified at (334)832-1386.
9. Prisoners are not allowed to make or receive phone calls while under hospital confinement without approval from the Detention Facility Administrator, Sheriff, or Chief Deputy.
10. Prisoners will not be allowed to watch television, without the approval of the Detention Facility Administrator, Sheriff, or Chief Deputy.
11. Visitors will not be allowed, unless they have first obtained a **“HOSPITAL VISITORS PASS,”** signed by the Detention Facility Administrator or Assistant Administrator.
 - A. Visitors are limited to two (2) adults at any one time and only the visitors listed on the pass will be allowed to visit: only on the date and within the time frame written on the pass. The guard on duty will retain the visitors pass and turn it in to his/her supervisor.
 - B. Children under the age of twelve (12) will not be allowed to visit. Persons over the age of twelve (12), but under the age of eighteen (18) must be accompanied by an adult.
 - C. Guards on duty will check identification of each visitor.
 - D. Visitors and guards will not be allowed to give any items or packages to the prisoner. This includes food, candy, chewing gum, cigarettes, flowers, cellular phones, etc. All packages or property of the prisoner must be left at the Montgomery County Detention Facility.
12. If a prisoner escapes, the guard will immediately notify the Montgomery County Detention Facility, the Montgomery County Sheriff's Office, the City of Montgomery Police Department, and the security company supervisor.
13. The security company must provide the Montgomery County Detention Facility with a correct invoice when services have been rendered. The invoice should include:
 - A. Name of prisoner(s) who were guarded
 - B. Booking number of prisoner
 - C. Name of location where services was provided
 - D. Date and time guard services began
 - E. Date and time guard services ended
 - F. Total number of hours

G. Total amount due

14. Service Company will be paid by the County monthly upon receipt of an invoice with correct documentation, including the chain of custody form and an employee time sheet, per inmate. **A copy of chain of custody form provided by Montgomery County Detention Facility must accompany the invoice for each inmate.**
15. Service Company time will start and end at chain of custody between Montgomery County officers and Security Company guards' starts and ends.
16. In the event that a service company is called to a scheduled or unscheduled appointment and an inmate refuse service; the Service Company will be paid for one (1) hour per guard, provided that Service Company was at the location to receive chain of custody.
17. In the event that a service company is called to a scheduled or unscheduled appointment and the appointment is only for thirty (30) minutes; the Service Company will be paid for a minimum of two (2) hours if the Service Company had already received chain of custody from Montgomery County.
19. Bidders must attach to bid a copy of State of Alabama Security Regulatory License and shall provide a current copy on an annual basis.

PRICING SHEET MUST BE SUBMITTED WITH BID

The bid will be awarded based on the total Security Guard service cost per man hour for the services listed below.

1. Regular and scheduled appointments

\$ _____
Cost per man hour

2. Unscheduled appointments and/or emergency after hours or weekends

\$ _____
Cost per man hour

3. Holidays

\$ _____
Cost per man hour

TOTAL SECURITY GUARD SERVICE COST (Items 1, 2, and 3)

\$ _____

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

_____ 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 _____

Terms of Payment _____

Official Signature

Printed Name and Title