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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

JUVENILE DETENTION STAFF UNIFORMS

Bid Date: January 20, 2022	Bid Number: 52602-22B-010	Return Quotation By: February 10, 2022 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 Khristie Davis, Purchasing Manager, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1267.

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. 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 contract to a local responsible bidder 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 the date of award. All pricing shall remain firm during the three (3) year contract period.
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.

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*.

12. 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.
13. 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.
14. 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.

15. Montgomery County Commission 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.
16. Montgomery County Commission reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
17. While the bid award may be made to the lowest bidder meeting all specifications, Montgomery County Commission will not award the bid on the basis of the low bid only. Quality, conformity with specifications, terms of delivery, past service history, and experience are among factors that may be considered in determining the lowest responsible bidder.
18. Montgomery County Commission reserves the right to award the bid in any manner that is in the best interest of the County.

SPECIAL PROVISIONS

Montgomery County Commission proposes to enter into a contract to furnish uniforms for the Juvenile Detention personnel.

1. The county 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 Juvenile Detention Director with a thirty (30) day written notice.
2. All items listed must conform to the attached specifications in all respects. Bidders shall list make and model of item being bid if bidding other than name brand specified in bid.
3. Bidder shall submit samples of the items which bidder proposes to furnish to Montgomery County Commission, if bidding other than name brand specified in bid. For easy identification, bidder's name, bid name and number must be affixed to the sample submitted. Bidder 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.
4. The successful vendor shall not sell, assign, transfer, or convey any of its rights in this contract except with the written consent of the Montgomery County Commission.
5. Montgomery County Commission reserves the right to purchase other types of clothing as may be required during the life of the contract from the successful vendor.
6. The successful vendor must provide updated digitized artwork for embroidery. All artwork remains the property of Montgomery County Commission.
7. 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 FOR UNIFORMS

		COMPLY	
		YES	NO
1.	Active Colorblock Soft Shell Jacket (J718)	☐	☐
	100% Polyester Knit Shell	☐	☐
	Bonded to a Water-Resistant Film Insert	☐	☐
	100% Polyester Mesh Interior	☐	☐
	Full-Length Interior Storm Flap with Chin Guard	☐	☐
	Reverse Coil Center Front Zipper	☐	☐
	Front Zippered Pockets	☐	☐
	Elastic Binding at Cuffs	☐	☐
	Open Hem with Adjustable Locking Drawcord	☐	☐
	Colors: Deep Black/Grey Steel, Deep Black/True Royal, White/Rogue Grey	☐	☐
2.	North Face Mountain Beanie (NFOA4VUB)	☐	☐
	Fleece Lining	☐	☐
	Made with Recycled Polyester	☐	☐
	Woven North Face Logo Label	☐	☐
	100% Recycled Polyester	☐	☐
	Color: Burnt Olive Green, Cardinal Red	☐	☐
3.	5.11 1.5' TDU Belt (59551)	☐	☐
	Non-Metallic Buckle	☐	☐
	Converts into a Secure Tie Down or Carry Strap	☐	☐
	100% Nylon Webbing	☐	☐
	Colors: Black	☐	☐
4.	Champion 9 oz. Crewneck Sweatshirt (S600)	☐	☐
	Made with Recycled Polyester Fiber	☐	☐
	Champion "C" Logo on Left Sleeve	☐	☐
	50% Cotton 50% Polyester	☐	☐
	Colors: Charcoal Heather	☐	☐

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|---|--------------------------|--------------------------|
| 5. Under Armour Hustle Fleece ¼ Zip (46257) | ☐ | ☐ |
| Secure, Zip Side Pockets | ☐ | ☐ |
| Raglan Sleeves | ☐ | ☐ |
| Moisture Wicking | ☐ | ☐ |
| 80% Cotton 20% Polyester | ☐ | ☐ |
| Colors: Black, True Gray Heather, White | ☐ | ☐ |
| 6. Timberland Pro Understory ¼ Zip Fleece Top (67868) | ☐ | ☐ |
| Pick and Pill-Resistant | ☐ | ☐ |
| Integrated Thumb Holes | ☐ | ☐ |
| ¼ Zip Closure with Chin Guard | ☐ | ☐ |
| 6.2 oz 100% Polyester Smooth Faced Fleece | ☐ | ☐ |
| Colors: Heather Navy, Dark Charcoal | ☐ | ☐ |
| 7. Amazon Essentials Men's Full-Zip Polar Fleece Vest
(MAE10007FL18) | ☐ | ☐ |
| 100% Polyester | ☐ | ☐ |
| Zipper Closure | ☐ | ☐ |
| Mid-Weight Polar Fleece Fabric | ☐ | ☐ |
| Full-Length Zippered Closure at Front | ☐ | ☐ |
| Colors: Blue Heather | ☐ | ☐ |
| 8. 5.11 Performance Long Sleeve Polo (72049) | ☐ | ☐ |
| 100% Polyester Jersey Knit Features Enduro-Flex Properties | ☐ | ☐ |
| 6.8 Oz, Wicking & Anti-Odor Finish | ☐ | ☐ |
| Snag, Rip, and Wrinkle Resistant | ☐ | ☐ |
| Smartweave Fabric | ☐ | ☐ |
| Integrated Mic Loops at the Shoulders and Chest | ☐ | ☐ |
| No Roll Collar with Flexible Collar Stays | ☐ | ☐ |
| Dual Pen Pockets at Left Sleeve | ☐ | ☐ |
| Moisture Wicking, Quick Drying | ☐ | ☐ |
| Fully Gusseted Sleeves | ☐ | ☐ |
| Colors: LE Green | ☐ | ☐ |

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|--|--------------------------|--------------------------|
| 9. 5.11 Tactical Men's Utility Short Sleeve Polo (41180) | ☐ | ☐ |
| Dual Pen Pockets at Left Sleeve | ☐ | ☐ |
| Shrink, Fade and Wrinkle Resistant | ☐ | ☐ |
| Traditional Three-Button Packet | ☐ | ☐ |
| 60/40 Cotton Polyester Pique Knit Fabric | ☐ | ☐ |
| Drop Tail with Side Splits | ☐ | ☐ |
| Colors: Academy Blue, LE Green and Red | ☐ | ☐ |

Bid Submittal Form

Item No.	Quantity	Description	Unit Price	Extended Amount
1.	40 Each	Active Colorblock Soft Shell Jacket Model: J718 Color: Deep Black/Grey Steel, Deep Black/True Royal, and White/Rogue Grey Size: XS – XL Size: 2XL – 4XL	\$ _____ \$ _____	\$ _____ \$ _____
2.	40 Each	North Face Mountain Beanie Model: NFOA4VUB Color: Burnt Olive Green, Cardinal Red	\$ _____	\$ _____
3.	40 Each	5.11 1.5' TDU Belt Model: 59551 Color: Black Sizes: XS – XL Size: 2XL – 4XL	\$ _____ \$ _____	\$ _____ \$ _____
4.	40 Each	Champion 9 oz. Crewneck Sweatshirt Model: S600 Color: Charcoal Heather Size: XS -XL Size: 2XL – 4XL	\$ _____ \$ _____	\$ _____ \$ _____
5.	40 Each	Under Armour Hustle Fleece ¼ Zip Model: 46257 Color: Black, True Gray Heather, White Size: XS -XL Size: 2XL – 4XL	\$ _____ \$ _____	\$ _____ \$ _____

6.	40 Each	Timberland PRO Understory ¼ Zip Fleece Top Model: 67868 Color: Heather Navy and Dark Charcoal Size: XS -XL Size: 2XL – 4XL	\$ _____ \$ _____	\$ _____ \$ _____
7.	40 Each	Amazon Essentials Men’s Full-Zip Polar Fleece Vest Model: MAE10007FL18 Color: Blue Heather Size: XS -XL Size: 2XL – 4XL	\$ _____ \$ _____	\$ _____ \$ _____
8.	40 Each	5.11 Performance Long Sleeve Polo Model: 72049 Color: LE Green Size: XS -XL Size: 2XL – 4XL	\$ _____ \$ _____	\$ _____ \$ _____
9.	40 Each	5.11 Tactical Men’s Utility Short Sleeve Polo Model: 41180 Color: Academy blue, LE Green and Red Size: XS -XL Size: 2XL – 4XL	\$ _____ \$ _____	\$ _____ \$ _____
10.	40 Each	Optional embroidery for Headwear; Montgomery County Juvenile Detention Emblem Size: Approximately 3.05” x 3.05” Color: Full Color	\$ _____	\$ _____

11.	40 Each	Optional embroidery left chest: Montgomery County Style: Block Size: ¼" Color: Gold Position: Curved Above the Star Montgomery County Juvenile Detention Emblem Size: Approximately 3.05" x 3.05" Color: Full color Youth Detention Style: Block Size: ½" Color: Gold Position: Straight Below the Star	\$ _____	\$ _____
12.	40 Each	Optional embroidery right chest: Name/Position	\$ _____	\$ _____

Total cost of Items 1-9 \$ _____

Total cost of Items 1-12 \$ _____

Montgomery County Juvenile Detention Emblem



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