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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
HYGIENE PRODUCTS**

Bid Date: September 2, 2022	Bid Number: 52200-22B-023	Return Quotation By: September 19, 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 Myrtle Singleton, Administrative Services Manager, Montgomery County Administrative Building Annex I, 100 South Lawrence Street, Montgomery, Alabama, phone number (334)832-7705 or myrtlesingleton@mc-ala.org

Florence Cauthen
County Administrator/Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. 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. 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 one (1) year, beginning from the date of award and ending one (1) year thereafter with an option to renew for an additional two (2) years, in one-year periods. At the end of the (1) year contract period, a price increase may be allowed, but shall not be more than five percent (5%) per year.
9. The successful bidder awarded the contract/ purchase order must provide documentation of its enrollment in the e-verify program.
10. Montgomery County Commission or the successful vendor reserves the right to cancel this contract with a sixty (60) day written notice at any time during 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 bidder 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 bidder agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful bidder 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 bidder 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 contracting and bidding process in Montgomery County.

16. Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specifications is utilized, they are used only to denote the quality standard of the product desired and that they do not restrict bidders to the specific brand, make, manufacturer, or specifications named; that they are used only to set forth and convey to prospective bidders the general style, type, character, and quality of the product desired; and that equivalent products will be acceptable.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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).
22. Montgomery County Commission reserves the right to award the bid in any manner that is the best interest of the County.

SPECIFICATIONS FOR HYGIENE PRODUCTS

Purpose

Montgomery County Commission proposes to enter into a contract to provide personal care products to Montgomery County Detention Facility and Montgomery County Youth Facility inmates on an “as needed” basis.

Bid Submission Requirements

Each vendor must include the following items with sealed bid.

- A. Samples: Provide sample of proposed products. 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 30 days after award, the samples will be discarded.
- B. Product Literature: Bidder shall submit with their bid the latest printed specifications and advertising literature on the items they propose to furnish.

Materials

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

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.

Rejections of Deliveries

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.

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.

Bid Proposal

Item	Quantity	Unit	Description	Unit Price	Extended Price
Section 1- Personal Care Products					
1.	20	Cases	2 oz. Freshscent Shampoo & Body bath, Clear Bottle (96 per case) Item: FS2 or approved equal	\$ _____	\$ _____
2.	20	Cases	0.5 oz. Freshscent Deodorant/antibacterial soap, individually wrapped (1000 per case) Item: S12 or approved equal	\$ _____	\$ _____
3.	20	Cases	5 oz Individually Wrapped Bar Soap in Clear Plastic 72 per case Item: TSPTABS5 or approved equal	\$ _____	\$ _____
4.	20	Cases	4 oz. Freshscent Petroleum Jelly, Plastic Jar (12 per case) Item: PJ4 or approved equal	\$ _____	\$ _____
5.	40	Cases	50 Tuft Freshmint Toothbrush, Nylon, individually wrapped (144 per case) Item: TB 50	\$ _____	\$ _____
6.	10	Cases	3" Security Toothbrush, 20 Tufts, Individually Wrapped Clear Bag or approved equal(144 per case) Item: EXOBRUSH	\$ _____	\$ _____
7.	10	Cases	0.85 oz. Freshmint Toothpaste or approved equal (144 per case)	\$ _____	\$ _____
8.	5	Cases	0.6 oz. Freshscent Brushless Shave Cream, Plastic Tube Item: BSC6 or approved equal	\$ _____	\$ _____
9.	20	Cases	6 oz. Magic Shave Razorless Shaving Cream or approved equal (6 per case) Item: C504	\$ _____	\$ _____

9.	40	Cases	5 oz. Degree Deodorant for Men or approved equal (36 per case) Item: 28323	\$ _____	\$ _____
10.	20	Cases	5 oz. Degree Deodorant for Women or approved equal (36 per case) Item: 745	\$ _____	\$ _____
11.	20	Cases	Overnight Maxi- Pads, Private issue sanitary napkins, individually wrapped (576 per case 48 packages of 12 each) Item: H/F SNC12 or approved equal	\$ _____	\$ _____
12.	2	Cases	Regular Maxi Pads, Tri-fold Case of 288 Item: 16-1001 or approved equal	\$ _____	\$ _____
13.	2	Cases	Maxi Pads, Super Long with wings (case of 200) Item: 10200 or approved equal	\$ _____	\$ _____
14.	2	Cases	Panty Liners with wings Case of 312 Item: 40007 or approved equal	\$ _____	\$ _____
15.	30	Cases	Club/ Military Brush 4' (24 case) Item: Club or approved equal	\$ _____	\$ _____
16.	10	Cases	Blue Magic Bergamont Hair & Scalp Conditioner Packaged in a non-flammable 4 oz. Container 12 per case Item: T905 or approved equal	\$ _____	\$ _____
17.	5	Each	Liceall Lice Control Shampoo, Non- Foaming, 1 Gal. Item: LCS-1 or approved equal	\$ _____	\$ _____

18.	6	Cases	Lets Jam Styling Gel 4.4 oz #6155 , 6 per case or approved equal		
19.	12	Cases	Suave Waterfall Mist Shampoo 12 oz. #922803, 6 per case or approved equal		
20.	12	Cases	Suave Waterfall Mist Conditioner 12 oz. #922902, 6 per case or approved equal		

Item	Quantity	Unit	Description	Unit Price	Extended Price
Section -2 Personal Care Kits					
21.	100	Cases	Admission Kits:100 per case To include one (1) each of the following: Security Toothbrush 20-Tuft, Nylon Bristles, Exobrush or approved equal,(total size 3"); .85 oz. Toothpaste, Fluoride, Plastic Tube, Toothpaste and tube shall be "Clear"; Comb, 5" Nylon, Black, Unbreakable, 1.5 oz. roll-on Deodorant, Plastic container, Deodorant and container shall be Clear; 5.0 oz. bar (minimum) of antibacterial soap wrapped. All to be packaged together in one (1) plastic bag. Bidders to submit sample package of admission kit with bid	\$_____	\$_____

22.	100	Cases	Indigent Kits:100 per case To include one (1) each of the following: Security Toothbrush, 20 Tufts, Exobrush or approved equal, (total size 3") .85 oz. Toothpaste, Fluoride, Plastic Tube, Toothpaste and tube shall be "Clear", 1.5 oz. roll-on Deodorant, Plastic container, Deodorant and container shall be Clear; 5.0 oz. bar (minimum) of antibacterial soap wrapped and a sharpened golf size pencil. All to be packaged together in one (1) plastic bag. Bidders to submit sample package of admission kit with bid	\$ _____	\$ _____
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Total Bid for Section 1 \$ _____

Total Bid for Section 2 \$ _____

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

_____ 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