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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
Detention Mattresses

Bid Date: September 27, 2022	Bid Number: 52200-22B-027	Return Quotation By: October 18, 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, at myrtlesingleton@mc-ala.org.

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. 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. Prices shall remain firm for the entire contract period.
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 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 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.

16. 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.
17. 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.
18. 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.
19. 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).
20. Montgomery County Commission reserves the right to award the bid in any manner that is the best interest of the County.

SPECIAL PROVISIONS DETENTION MATTRESSES

Montgomery County Commission is accepting bids for the purpose of providing detention mattresses.

1. **Samples:** Provide sample of proposed product. 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 sample within 60 days after award, the sample will be discarded.
2. **Product Literature:** Bidder shall submit with their bid the latest printed specifications and advertising literature on the items they propose to furnish.
3. Unless otherwise defined in the bid specifications, it's understood and agreed that mattresses offered or furnished shall be new, in current production and first-class condition, and that prices include standard commercial packing. Any damage, loss or other reason causing material not to arrive in other than excellent condition, shall be the responsibility of the vendor.
4. **Materials must meet specifications.** Rejected deliveries shall be removed by the vendor within five (5) business days from notification at vendor's expense.
5. During the contract periods, bidders shall agree to pay for fabric lab testing to certify compliance with bid specifications, if required by the Sheriff of Montgomery County.

SPECIFICATIONS FOR DETENTION MATTRESS

General Specifications

- **General Description:** Mattress that features a proprietary Dark Grey Rip Stop Cover with ample firmness as well as adequate suppleness to provide superior comfort. Odor resistant, mildew resistant, hypoallergenic, flame retardant. Labeled to meet all state and federal laws.
- **Seams:** 100% sealed seams that are ¾" wide, can optionally reinforced with sewn seams.
- **Cleansing:** Wipes clean with soap and water, or properly diluted disinfectant.
- **Flammability:**
 - meets and exceeds the requirements of:
 - California Technical Bulletin 121
 - California Technical Bulletin 129
 - California Technical Bulletin 603
 - California Technical Bulletin 1632
 - 16 CFR Part 1633
 - ASTM 1590 E
- **Durability:** Resistant to delaminating from flexing action, 100,000 cycles little wear of core and no damage to cover.
- **Construction:** Constructed with a single piece of specially formulated material, allseams sealed using radio frequency techniques.

Core Specifications

- **Material:** Proprietary mattress core material.
- **General Description:** Made of a specially formulated, all fire-retardant recycled polyester, low melt, conjugate and or denim, no hazardous chemicals or additional ingredients are added during the processing of this product. 100% recyclable.
- **Composition:** Proprietary blend that contains 14.5oz per sq. ft of the best blend of virgin fibers and low melt fibers.
- **Life:** Passed 100,000 cycle hexagonal roll test simulating 10 years of wear.
- **Passed:** TB 129
- **Integrated pillow standard-** An enclosed pillow section that will not ignite when removed from cover and exposed to open flame.

Cover Specifications

- **Material:** Proprietary blend of polymers, military grade material with specially woven 1500D polyester scrim cover for added rip strength, will not rip if punctured.

- **Thickness:** 24 mil
- **Weight per Fed. Std. 191 Method 5041:** minimum 18.5 oz. per sq. yard
- **Flammability:** meets or exceeds requirements BF200 Fed Std. 191, NFPA 701, CAL 117 and 16 CFR 1632
- **Seam Strength:** in excess of 500 lbs./in per test method ASTM D 1683-07a "Standard Test Method for Failure in Seams of Woven Fabrics"
- **Water Resistant:** Resist liquid, body waste and hospital medications
 - Liquid Penetration per Fed Std. ASTM D751: 305 PSI
- **Bacteria Resistant:** Anti-Microbial/Anti-Fungal /Bacteriostatic Virus Barrier-e AATCC Method 147-1988 Pass
- **Abrasion Resistant**
- **Tear Strength per ASTM D2262:** W-375 F 354
- **Breaking Strength per ASTM D5035:** W-452 F-405
- **Blocking Scale Rating per ASTM D751:** 2
- **Flame Resistant tests:**
 - NFPA 701-Pass
 - Cal TB117-Pass
 - 16 CFR 1632-Class A Barrier
- **Non-Allergic per Draize Dermaltest**

Bid Submittal

Quantity	Description	Unit Price	Extended Price
50 Each	Extreme Duty Sealed Seamed C3 Rip Stop Mattress with C3 Mattress Core Version V or Approved Equal Size: 5x25x75 with pillow	\$ _____	\$ _____

The above quantity is an estimate for bidding purposes only. Montgomery County Commission reserves the right to purchase more or less of the above listed item.

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 _____

Quote F.O.B. _____

Terms of Payment _____

Delivery Date _____

Official Signature

Printed Name and Title