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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

Law Enforcement Footwear

Bid Date:	Bid Number:	Return Quotation By:
September 28, 2022	52210-22B-029	October 19, 2022 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 or an item by item basis; to refuse all bids; and to waive technicalities.

Questions regarding this bid should be directed to Myrtle Singleton, Administrative Services Manager, Montgomery County Sheriff's Office, 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. 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. 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

\$100,000 – Limited each occurrence

Umbrella Coverage

\$1,000,000 – Each occurrence
\$1,000,000 – Aggregate

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. 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.
20. 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).

21. Montgomery County Commission reserves the right to award the bid in any manner that is the best interest of the County.

Montgomery County Commissions is soliciting bids from qualified vendors to provide footwear for the Montgomery County Sheriff Office.

SPECIFICATIONS FOR FOOTWEAR

1. Items listed should not be construed to be the only model to be bid. Each model should represent items for both male and female models within each of their respective models.
2. All footwear shall have a minimum of a 6-month limited warranty against manufacturing defects. Vendor must have the ability of repairing the defect or exchange the product.
3. Vendor shall list manufacturer, description/part number and style of footwear being bid, if bidding other than name brand specified in bid.
4. The order for footwear items will be filled by the Bidder only upon receipt of a Footwear Authorization Request form from the Sheriff Office.
5. Vendor will bill the Sheriff's Office, County of Montgomery, with footwear purchased, delivered and accepted by individual members of the department only when a Footwear Authorization Form has been properly received. Payment for footwear ordered and provided under this agreement shall be made by the County after final acceptance of the particular article(s) of footwear upon being billed monthly by vendor, payment to be made in accordance with the schedule of prices set out in the Invitation to bid submittal form, within thirty (30) days after such billing.
6. Successful vendor must have a place of business within the city limits of Montgomery.
7. All items of footwear will be fitted and issued to the members of the Sheriff's Office, Detention Facility and Youth Facility at the successful vendor's place of business.
8. Quantities are estimated to be purchased in monthly allotments during the contract period. While these requirements are estimates of the quantities and type of footwear required by the Montgomery County Sheriff Office, the County reserves the right to purchase other types of footwear, as may be required during the life of the contract from successful bidder.

Bid Submittal Form

Item No.	Quantity	Description	Unit Price	Extended Amount
1.	20 Each	5.11 ATAC 8" Side Zip Boot Style: 12001 Color: Black, Tan or Gray or approved equal	\$ _____	\$ _____
2.	20 Each	Under Armour Steel Toe Work Shoe Style: 1257847 Color: Black, Tan, or Gray or approved equal	\$ _____	\$ _____
3.	20 Each	Rocky AlphaForce Side Zip Waterproof Boot Style: FQ0002173 Color Black, Tan or Gray or approved equal	\$ _____	\$ _____
4.	20 Each	Rocky Fort Hood 8" Zipper Waterproof Duty Boot Style: FQ0002149 Color: Black. Tan or Gray or approved equal	\$ _____	\$ _____
5.	20 Each	Rocky High Gloss Dress Leather Oxford Shoe Style: FQ00510-8 Color: Black or approved equal	\$ _____	\$ _____
6.	20 Each	Bates Lites Black Oxford High Gloss Shoe Style: E00942 Color: Black or approved equal	\$ _____	\$ _____
7.	20 Each	Thorogood Steel Toe Work Shoe Style: 804-6905 Color: Black or approved equal	\$ _____	\$ _____

8.	20 Each	Under Armour Mirage Shoe Style: 1201539 Color: Black, Tan or Gray or approved equal	\$ _____	\$ _____
9.	2 Each	Justin Wellington Boot Style: 3040 Color: Black or approved equal	\$ _____	\$ _____
10.	2 Each	Justin Classic Roper Boot Style: 3170 Color: Black or approved equal	\$ _____	\$ _____
11.	2 Each	Rocky 10" Work Boot Style: 6300 Color: Black or approved equal	\$ _____	\$ _____
12.	8 Each	Chippawa Motor Boot Style: CHI-27950 Color: Black or approved equal	\$ _____	\$ _____
13.	20 Each	Merrell MOAB 2 8" Tactical Waterproof Boot Style: J15845 Color: Black, Tan or Gray or approved equal	\$ _____	\$ _____
14.	20 Each	Merrell MOAB 2 Mid Tactical Waterproof Boot Style: J15853 Color: Black, Tan or Gray or approved equal	\$ _____	\$ _____
15.	20 Each	Merrell MOAB 2 Tactical Style: J15861 Color: Black, Tan, or Gray or approved equal	\$ _____	\$ _____

16.	20 Each	Merrell Cham 8 Stretch Tactical Style: J099405 Color: Black, Tan, or Gray Only or approved equal	\$ _____	\$ _____
17.	20 Each	Under Armour Stellar G2 Side Zip Style: 3024949-001 Colors: Black, Tan or Gray Only or approved equal	\$ _____	\$ _____
18.	4 Each	New Balance Women's Slip Resistant 626 V2 Industrial Shoe Style: WID626D2 Color: Black Only or approved equal	\$ _____	\$ _____
19.	2 Each	New Balance Men's Slip Resistant 626 V2 Industrial Shoe Style: MID626K2 Color: Black Only or approved equal	\$ _____	\$ _____

Total cost of items 1 through 19 \$ _____

The quantities listed on bid submittal form is for bidding purposes only; Montgomery County Commission reserves the right to purchase unlimited number of items listed per invitation to bid.

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