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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 Uniforms

Bid Date:	Bid Number:	Return Quotation By:
January 31, 2023	52200-23B-11	February 22, 2023 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.

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, Purchasing Manager, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1269.

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. Late bids will not be accepted.
4. 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.
5. 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.
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 the date of award. Prices shall remain firm for the duration of the contract.
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 within a sixty day (60) 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.

13. 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*.
14. 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.
15. 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.
16. 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 insure 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 procurement process in Montgomery County.

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

SPECIAL PROVISIONS INMATE UNIFORMS

Montgomery County Commission is accepting bids for the purpose of providing inmate uniforms.

1. Bidders are to furnish five (5) references from Detention Facilities of similar size as Montgomery County Detention Facility to which uniforms have been sold within the past 12 months and are currently using type coveralls, trousers and shirts, as specified.
2. Bidder shall submit samples of the items which bidder proposes to furnish. 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.
3. 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 and/or Youth Facility Director/ Administration.
4. 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 submission form.

SPECIFICATIONS FOR INMATE UNIFORMS

Inmate V-neck Shirts

- V-neck slip-on raglan sleeve. No Buttons
- One (1) pocket over left breast, double needle lock stitched and bar tacked.
- All seams three (3) needle felled.
- Sleeve and bottom hems double folded and lock stitched.
- V-neck piping to be bias self-material, single needle lock stitched, with two (2) bar tacks at neck. Bias to be cleanly finished with no raw edges exposed.
- Labels to be woven polyester 1-1/2 X 1-1/4" color coded by size.
- Fabric to be 7.5 oz. Twill- 65% polyester /35% combed cotton, equal to Graniteville 20/20 twill industrial laundry finish fabric.
- Thread to be the same color as the fabric.
- All three (3) needle seams shall be cleanly finished and have no raw or frayed edges.
- Color Choice: Orange, Red, Navy, Dk. Green, Lt. Blue and Black & White Striped
- Stenciling: White; COUNTY JAIL, Size: 3"
- Sample of shirt to be submitted with bid.

Inmate Mock Fly Trousers

- Slip-on elastic waist with mock fly.
- No pockets.
- Elastic to be woven 1 1/2" heat resistant, 30 gauge rubber, serged and double needle lock stitched to trousers (chain stitching is not acceptable).
- Elastic to be guaranteed for the life of the garment from losing its elasticity.
- Labels to be woven polyester 2-1/2" X 1 1/4" color coded by size.
- All seams three (3) needle felled. All three (3) needle seams shall be cleanly finished and have no raw or frayed edges.
- Crotch/mock fly to be sew serged, double needle lock stitched, and bar tacked.
- Leg hems double folded and lock stitched.
- All inseams to be 32" hemmed.
- Fabric to be 7.5 oz. twill 65% polyester/35% combed cotton, equal to Graniteville 20/20 twill industrial laundry finish fabric.
- Thread to be the same color as the fabric.
- Color Choice: Orange, Red, Navy, Dark Green, Lt. Blue and Black & White Striped
- Sample of trouser to be submitted with bid.

Inmate Coverall 501x

- Coverall raglan short sleeves.
- All seams three (3) needle felled.
- Coverall to be joined at waist with three (3) needle felled seam.
- Elastic back; elastic to be 30 gauge 1-1/2" heat resistant woven elastic.
- One (1) pocket over left breast double needle stitched and bar tacked.
- Seven (7) snap front to be size 24 ligne solid brass nickel plated guaranteed not to rust. (Stainless steel snaps and grippers not acceptable.)
- Crotch to be three (3) needle stitched and have two (2) bar tacks.
- Lapel to extend to raglan sleeve seam and be bar tacked where collar, lapel, and raglan seam meet.
- Fabric to be 7-1/2 oz. twill 65% polyester/35% combed cotton equal to Graniteville 20/20 twill industrial laundry finish fabric.
- Labels to be woven polyester 2-1/2" x 1-1/4" color coded by size.
- Thread to be the same color as the fabric.
- All three (3) needle seams shall be cleanly finished and have no raw frayed edges.
- Color Choice: Orange, Red, Navy, Dark Green, Lt. Blue and Black & White Striped
- Stenciling: White; COUNTY JAIL, Size: 3"
- Sample of coverall to be submitted with bid.

Bid Submittal Form

Quantity	Description	Unit Price (Made in USA)	Extended Amount (Made in USA)	Unit Price (Imported)	Extended Amount (Imported)
25 Each	Shirt: Lt. Blue S- 2XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Shirt: Lt. Blue 3XL-6XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Shirt: Lt. Blue 8XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Shirt: Lt. Blue 10 XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Shirt: Orange, Red, Navy, Dark Green, Lt. Blue and Black & White Striped 12XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Shirt: Orange, Red, Navy, Dark Green, Lt. Blue and Black & White Striped 14XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Trousers: Lt. Blue S- 2XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Trousers: Lt. Blue 3XL -6XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Trousers: Lt. Blue 8XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Trousers: Lt. Blue 10XL	\$ _____	\$ _____	\$ _____	\$ _____

25 Each	Trousers: Orange, Red, Navy, Dark Green, Lt. Blue and Black & White Striped 12XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Trousers: Orange, Red, Navy, Dark Green, Lt. Blue and Black & White Striped 14XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Coveralls: Orange, Red, Navy, Dark Green, Lt. Blue and Black & White Striped S- 2XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue and Black & White Striped 3XL- 6XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue and Black & White Striped 8XL	\$ _____	\$ _____	\$ _____	\$ _____
25 Each	Coveralls: Orange, Red, Navy, Dk. Green, Lt. Blue and Black & White Striped 10XL	\$ _____	\$ _____	\$ _____	\$ _____

25 Each	Stenciling on back of shirts and coveralls; Note: Stenciling Color: White Size: 3"	\$ _____	\$ _____	\$ _____	\$ _____
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The above quantities are estimated for bidding purposes only. Montgomery County Commission reserves the right to purchase more or less of the above listed items.

Total Bid #1 - Made in USA \$ _____

Total Bid #2 –Imported \$ _____

Montgomery County Commission reserves the right to make an award on "Made in USA" or "Imported", whichever is in the best interest of Montgomery County.

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