

Khristie Davis, Buyer II
khristiedavis@mc-ala.org
(334) 832-1267

Cynthia Hill, Buyer I
cynthiahill@mc-ala.org
(334) 832-2526

Tammy Turner, Buyer II
tammyturner@mc-ala.org
(334) 832-1603



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
Electrostatic Disinfection Application System

Bid Date:	Bid Number:	Return Quotation By:
June 15, 2020	52110-20B-019	July 2, 2020 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, 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, Montgomery, Alabama, phone number (334) 832-7705.

Florence M. Cauthen
Interim County Administrator

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 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.
9. 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.

10. 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*.

11. 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.
12. 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.
13. 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 procurement process in Montgomery County.

SPECIAL PROVISIONS

Montgomery County Commission desires to purchase six (6) electrostatic disinfectant application systems.

1. Bidder shall give a unit price. The price shall include all applicable charges, destination charges, delivery charges, rebates and any other similar cost and refunds. The purchase price shall not include extended warranty cost.
2. The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but solely for the purpose of indicating the type, size, and quality of equipment considered best adapted to Montgomery County Commission.
3. Prior to bid award, an onsite demonstration of the equipment offered may be requested. All bidders may be required to provide on-site demonstration to verify their unit complies with all specifications requirements before their bid will be considered. Failure to carry out the provisions noted herein is deemed sufficient reason to reject the bidder's proposal.
4. Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.
5. Montgomery County Commission reserves the right to order more electrostatic disinfectant application systems, as needed, at prices quoted. Prices quoted shall remain firm until September 30, 2020.

SPECIFICATIONS FOR EM 360 PORTABLE BACKPACK OR APPROVED EQUAL

	Comply		Exceptions to Specifications
Product Specifications	Yes	No	
2-hour Continuous Battery Life	☐	☐	_____
54,000 sq. ft. per hour Coverage Time with One Person	☐	☐	_____
Filled Weight: 16 lbs.	☐	☐	_____
Empty Weight: 25 lbs.	☐	☐	_____
Easy Conversion from Backpack to Roller Cart	☐	☐	_____
One Year Warranty	☐	☐	_____
Average Room Disinfectant less than Three Min.	☐	☐	_____
 System			
Cordless	☐	☐	_____
1 Applicator	☐	☐	_____
1 Power Pack	☐	☐	_____
1 Tank (1 gal.)	☐	☐	_____
1 Harness	☐	☐	_____
1 Holster	☐	☐	_____
1 ESD Grounding Strap	☐	☐	_____
1 Rechargeable Battery	☐	☐	_____
1 Battery Charger	☐	☐	_____
 Options- Accessories			
Rechargeable Battery	☐	☐	_____
One Gallon Interchangeable Tank	☐	☐	_____
Roller Cart Chassis Kit	☐	☐	_____
Battery Charger	☐	☐	_____

Bid Submittal

Item No.	Quantity	Description	Unit Price	Extended Price
1.	6 Each	Emist EM360 Backpack Bundle or Approved Equal	\$ _____	\$ _____
2	6 Each	Optional- Rechargeable Battery	\$ _____	\$ _____
3	1 Each	Optional - Battery Charger	\$ _____	\$ _____
4	1 Each	Optional – One Gallon Interchangeable Tank	\$ _____	\$ _____
5	1 Each	Optional – Roller Cart Chassis Kit	\$ _____	\$ _____

Montgomery County Commission reserves the right to award this bid based on Item No. 1 and any combination of options and/or no options.

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