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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 Mobile Rock-Climbing Wall

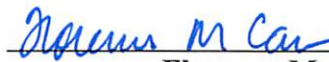
Bid Date: June 10, 2021	Bid Number: 52110-21B-023	Return Quotation By: June 28, 2021 10:00 a.m. CST
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Please submit a sealed price quotation on the items listed herein. (**Faxed bids will not be accepted.**) The submissions will be received at the Purchasing 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, Montgomery County Administrative Building Annex I, Montgomery, Alabama, phone number (334) 832-7705.



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. 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.
9. 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

\$1,000,000 – Limited each occurrence

Umbrella Coverage

\$1,000,000 – Each occurrence

\$1,000,000 – Aggregate

10. 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.
11. The Montgomery County Commission, its departments and its employees shall be named as additional insured.
12. 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.
13. 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*.

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 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 would like to purchase one (1) mobile rock climbing wall. The unit shall be the manufacturer's standard current production model of the latest design.

1. Bidder shall give unit price. The price shall include all applicable charges, destinations charges, delivery charges fees, rebates and any other similar cost and refunds. The purchase price shall not include extended warranty.
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. All bids submitted must be equal or exceed stated minimum specification. Any submissions not meeting all the minimum specifications are subject to rejection.
4. In addition to furnishing and transporting trailer mounted rock wall to Montgomery County, all proposing vendors must be willing and able to provide in person training on all aspects of the unit's use and certify Montgomery County employee/employees by October 1, 2021. All expenses associated with training and support must be included in the unit price. The County will not reimburse for any travel or per diem expenses.
5. Delivery shall be to the Owner, Montgomery County Sheriff's Office 1050 Day Street Rd, Montgomery, Alabama 36108, fully assembled and ready for use. Please note that unit must be delivered by October 1, 2021. All proposing vendors must confirm they can meet delivery deadline.
6. Vendor warrants and guarantees to Montgomery County that all goods furnished are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Invitation to Bid which become defective within twelve (12) months (unless otherwise specified) after date of receipt by Montgomery County, Vendor shall either, at the County's election and to the County's satisfaction, remedy any and all defects or replace the defective goods at no expense to the County within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications outlined herein.
7. All components must comply with standards set by Climbing Wall Industry Group and the ASTM regulations for climbing wall standards. Proof of such compliance must be available to the County upon request.

8. Montgomery County Commission reserves the right to order more mobile rock climbing walls and parts, as needed, at price quoted. Prices quoted shall remain firm until August 1, 2022.

SPECIFICATIONS
3- PERSON CLIMB- N- DANGLE OR APPROVED EQUAL

Rock Climbing Surface

- Structure Height: 23ft to 26 ft Climbable area
- Fiberglass climbing surface
- UV- resistant gel coat, Granite Grey color
- 90-105 Climbing handholds
- Siren buzzers at the top of each route
- 35 mph wind rating

Auto Belay Safety System

- Hydraulic. Must comply with ASTM safety standards for climbing walls. This system must be able to support three climbers at once.
- 3 Spectrum Sport INTL Auto – Belays Gen 5 safety System
- 3 Certified safety cables
- 3 Swivels
- 3 Locking Carabiners
- 3 Quick Harnesses

Tandem Axle Trailer system

- Galvanized trailer top and trailer with tandem
- Hydraulic lifts capable of lifting wall to vertical position. These lifts must include locking mechanics to keep wall in place. Wired controller included.
- Electrical Brake System
- 7 wire trailer plug
- Weather resistant powder coat on steel
- Load rated tires- full size spare
- Custom contact info on trailer

Note: Montgomery County will only purchase a tandem(dual) axle trailer system)

Available Options (Items must be made available to purchase as options only)

- Folding Trailer Tongue (Space Saver)
- Hot- Dip Galvanized Finish
- Climbing Timers (each)
- Drop & Go Kit
- Aluminum Wheel Upgrade
- Toolbox
- Banner Kit (Hardware only)
- Additional Harness (one size fits all)

Supported Materials

- Owners/ Operators manual
- Warning and Safety Signs
- Storage Bag for all equipment when not in use
- T- Handle tool for handhold adjustments

On Site Training

Vendor must be capable of providing onsite training which includes instruction, demonstration upon delivery and have the ability to certify employee/employees.

Bid Submittal Form

Item No.	Quantity	Description	Unit Price
1	1 Each	Rock Climbing Wall	\$ _____
2	1 Each	Dual Axle Trailer System	\$ _____
3	1 Each	Optional- Folding Trailer Tongue (space saver)	\$ _____
4	1 Each	Optional-Hot- Dip Galvanized Finish	\$ _____
5	1 Each	Optional- Climbing Timers	\$ _____
6	1 Each	Optional-Drop & Go Kit	\$ _____
7	1 Each	Optional- Aluminum Wheel Upgrade	\$ _____
8	1 Each	Optional- Tool Box	\$ _____
9	1 Each	Optional- Banner Kit (hardware only)	\$ _____
10	1 Each	Optional- Additional Harness (one-size fits-all)	\$ _____

Montgomery County Commission reserves the right to award this bid based on Item No. 1 & 2 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

_____ 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