

Khristie Davis, Purchasing Manager
khristiedavis@mc-ala.org
(334) 832-1267

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

Jackie Weatherington, Buyer I
jackieweatherington@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 **Mobile UV-C Disinfection Units**

Bid Date:	Bid Number:	Return Quotation By:
February 6, 2023	52200-23B-012	February 27, 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.

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, 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 Administrative Building Annex II, Montgomery, Alabama, phone number (334) 832-7705.

A handwritten signature in blue ink, appearing to read "Florence M. Cauthen", is written over a horizontal line.

Florence M. Cauthen
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 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 successful bidder awarded the contract/ purchase order must provide documentation of its enrollment in the e-verify program.
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 waiver of any protest to the bid and/or request for proposal process.

11. 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. 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.
18. Montgomery County Commission reserves the right to award the bid in any manner that is in the best interest of the County.

Mobile UV-C Disinfection Units

Montgomery County Commission is accepting bids for the purpose of purchasing two types of Mobile UV-C Disinfection Units. The units shall be the manufacturer's standard current production model of the latest design.

Vendor Requirements

1. All equipment bid shall be new and the latest production model. Brochures and/ or specifications literature clearly describing the unit(s) and verifying that the unit(s) meet or exceed the requirements of these specifications shall accompany each bid proposal.
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. Quoted price shall include transportation charges and delivery to the Montgomery County Detention Facility at 225 S. McDonough Street, Montgomery, Alabama 36104. Units shall be completely installed and ready to be placed in service.
4. All bidders submitting other than the model listed may be required to provide an on-site demonstration to verify that their unit complies with all specification requirements. Failure to carry out the provision noted herein is deemed sufficient reason to reject the bidder's proposal.
5. Bidders offering to supply other than the model listed must provide a detailed description of the unit.
6. Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.
7. During the standard warranty period or for extended warranty no deductibles, upcharges, overtime, mileage, freight or charges for parts and service shall be charged to Montgomery County Commission pertaining to warranty repairs.

MINIMUM SPECIFICATIONS

UV-C Portable Air and Surface Sanitizer

	Comply		Exceptions to Specifications
American Ultraviolet MRS-14-4-POZ	Yes	No	
Four (4) shatterproof slimline germicidal UV-C Lamps (replaceable) 14" Length	☐	☐	_____
UV Output: 88 watts (22 watts per lamp)	☐	☐	_____
360° motion + IR sensor safety shut-off	☐	☐	_____
Type 304 Stainless Steel Construction	☐	☐	_____
Remote control for cycle start/stop	☐	☐	_____
Programable cycle timer	☐	☐	_____
120V/60Hz	☐	☐	_____
Dimensions: 25.2H(included eye hook) x10x10	☐	☐	_____
Weight < 25Lbs.	☐	☐	_____
Main Power Switch	☐	☐	_____
Eye hooks on top and bottom to suspend unit upright or upside down	☐	☐	_____
Power Cord: 8 ft.	☐	☐	_____
Audible starts/stop alarm	☐	☐	_____
Warranty: One-year parts and labor	☐	☐	_____

MINIMUM SPECIFICATIONS

Rugged Mobile UV-C Surface Disinfection Unit

MAXASSURE UV-MAX ECO	Comply		Exceptions to Specifications
	Yes	No	
Sized to expose 500 sq. ft. to 24nm UV-C intensity 33" low pressure high output lamps (12)	☐	☐	_____
shatterproof	☐	☐	_____
UV-C output: 175 watts	☐	☐	_____
Emergency stop button on unit			
to allow manual shut down	☐	☐	_____
Multi-selection treatment times	☐	☐	_____
Exit delay timer of 30 seconds			
PIR occupancy sensor(s) w/ auto shutoff	☐	☐	_____
Efficacy rate: of 99.99%	☐	☐	_____
Amp Draw: 6 Amps	☐	☐	_____
6" Non-marking rubber wheels w/ locking casters	☐	☐	_____
Anti-microbial powered coated	☐	☐	_____
Dimensions: 24" W X 24" D X 52"H	☐	☐	_____
Rugged aluminum frame w/ corner bumpers and complete frame lamp protection	☐	☐	_____
Warranty: 2 years	☐	☐	_____

Checklist must be completed and submitted with bid. Bids received without completed checklist will not be considered.

Bid Submittal

Item:	Quantity	Description	Unit Price	Extended Price
1	5 Each	American Ultraviolet MRS14-4 POZ mobile unit or approved equal	\$ _____	\$ _____
2	3 Each	MAXASSURE UV-C Max ECO mobile unit or approved equal	\$ _____	\$ _____

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