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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
SOLAR MESSAGE BOARD**

Bid Date:	Bid Number:	Return Quotation By:
March 14, 2023	53100-23B-014	April 4, 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, to refuse all bids, and to waive technicalities.

Questions regarding this bid should be directed to Khristie Davis, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1267.

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. Late bids will not be opened.
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. 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.
7. 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.**
8. 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. In addition, 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, per Alabama Act 2015-293. A foreign entity is a business that does not have a place of business within the State of Alabama.
9. The successful bidder awarded the contract/ purchase order must provide documentation of its enrollment in the e-verify program.
10. 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.

11. 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*.

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 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.

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.

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

Montgomery County Commission is accepting bids for the purpose of purchasing one (1) new Sunray 490 Message Board or Approved Equal.

1. Bidder shall give a unit price. The price shall include all applicable charges, destination charges, delivery charges, rebates and any other similar 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. Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.
4. Delivery shall be as soon as possible after receipt of order to Montgomery County Engineering, 1852 Terminal Road, Montgomery, AL 36108.

Specifications For One (1) New Sunray Solar 490 Trailer Mounted Message Board or Approved Equal

	Comply		Exceptions to Specifications
	Yes	No	
Sunray490 Trailer Mounted Solar Message Board or Approved Equal			
Meets or Exceeds all State and Federal Highway MUTCD Traffic Safety Specifications	☐	☐	_____
Trailer Construction			
Width Across Fenders - 78"	☐	☐	_____
Drawbar - 2 ½" x 2 ½" x .187" Wall Steel Tube/Removable	☐	☐	_____
Fenders – Formed Steel Replacement	☐	☐	_____
Frame – 3" x 3" x 1/8" Wall Tubing	☐	☐	_____
Length w/Drawbar – 137"	☐	☐	_____
Length w/o Drawbar - 106"	☐	☐	_____
Height Sign Up – 149"	☐	☐	_____
Height Sign Down – 105"	☐	☐	_____
Hitch – 2" Ball Class II 3,500lb Capacity	☐	☐	_____
Jacks – (4) Swing, (1) Swing Type w/Caster	☐	☐	_____
Tire Size ST205/75 – D15 Load C	☐	☐	_____
Weight – 1600lbs	☐	☐	_____
Lift Mechanism – 2,500lb with Double Disc Brake	☐	☐	_____
¼" Diameter Steel Rope Cable Rated	☐	☐	_____
4,400lb, Electro-Hydraulic (optional)	☐	☐	_____
Controls			
Type Proprietary Embedded Fully NTCIP Compliant	☐	☐	_____
Diming – Manual or Automatic	☐	☐	_____
LCD – 4 Lines, 40 Characters per Line, Backlit	☐	☐	_____
Remote Comm. Cellular Capable	☐	☐	_____
Message – 50 User Programmable (4 pages each) 300, Pre-programmed including MUTCD Symbols and Arrows	☐	☐	_____
Message Scheduling – 36 Events	☐	☐	_____

Batteries and Solar Collectors

Batteries – 6v or 12v Deep Cycle with Varying Options	☐	☐	_____
Battery Charger – 15A to 30A Fanned Cooled, External Plug, (45A Optional)	☐	☐	_____
Battery Enclosure – Lockable, Ventilated, Acid Resistant	☐	☐	_____
Solar Collector – Crystalline Silicon, 80W to 240w	☐	☐	_____

Display

Pixel Matrix SR490 – 28 Rows by 48	☐	☐	_____
Character Size – 6 Fonts from 11” to 46” 3 Lines of 12 Characters	☐	☐	_____
LEDs – 590 nm Amber, 5 per Pixel	☐	☐	_____
Brightness – Manual/Automatic 31 Levels	☐	☐	_____
Photo Sensor – Shielded from Extraneous Light	☐	☐	_____
Enclosure – Aluminum, Finished Powder Coated Black	☐	☐	_____
Sign Dimensions 59” High by 96” Wide	☐	☐	_____

Options

Combo Hitch 2” Ball & 3” Pintle Ring	☐	☐	_____
Speed Detection	☐	☐	_____
Wheel Locks	☐	☐	_____
Electro-Hydraulic Lift	☐	☐	_____
Cellular Phone for Remote Operation	☐	☐	_____
Color Touch Tablet	☐	☐	_____
Hidden Shackle Lock Brackets to Secure Batteries	☐	☐	_____

Warranty

Manufacturer Warranty:	☐	☐	_____
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Bid Submittal

Item No.	Quantity	Description	Unit Price
1.	1 Each	New Sunray Solar 490 Trailer Mounted Message Board or Approved Equal Make _____ Model _____	\$ _____
2.	1 Each	Optional - Combo Hitch 2" Ball & Pintle Ring	\$ _____
3.	1 Each	Optional - Speed Detection	\$ _____
4.	1 Each	Optional - Wheel Locks	\$ _____
5.	1 Each	Optional – Electro-hydraulic Lift	\$ _____
6.	1 Each	Optional - Cellular Phone for Remote Operation)	\$ _____
7.	1 Each	Optional - Color Touch Tablet	\$ _____
8.	1 Each	Optional - Hidden Shackle Lock Brackets to Secure Batteries	\$ _____

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

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