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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 4-6 Ton Steel-Wheel Roller

<b>Bid Date:</b> November 19, 2020	<b>Bid Number:</b> 53100-21B-006	<b>Return Quotation By:</b> December 8, 2020 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, Tammy Turner, Buyer II, Montgomery County Administrative Building Annex III, Montgomery, Alabama, phone number (334) 832-1603.

**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 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.

## **4-6 TON STEEL-WHEEL ROLLER SPECIFICATIONS**

Montgomery County Commission would like to purchase three (3) portable 4 to 6 Ton Steel-Wheel Tandem Rollers with Retractable Tow Wheels. The unit shall be the manufacturer's standard current production model of the latest design. The approved make and model for this specification is a Ferguson Model 46A, or equal.

Qualified bidder must maintain a complete inventory of repair parts and have experienced factory-trained service personnel for the equipment bid. Bidder must be able to provide a thirty-six (36) hour maximum service response time upon notification and have been engaged in the manufacture of the model of the equipment being submitted for bid for at least two years.

A comprehensive safety manual and/or operational maintenance video shall be supplied with one complete manual of detailed parts, operational, and maintenance for each like manufactured unit. A factory-trained presentation shall be made available for initial start-up and operational training.

Price quoted shall include fully paid transportation charges and delivery to the Montgomery County Shop at 1852 Terminal Road, Montgomery, Alabama, completely installed and ready to be placed in service with prepaid title applications on all units, if applicable.

Prior to bid award, an on-site demonstration of the equipment offered may be requested. All bidders offering other than the approved model listed will be required to provide an on-site demonstration to verify that their unit complies with all specification requirements before their bid will be considered. Failure to carry out the provision noted herein is deemed sufficient reason to reject the bidder's proposal.

The equipment bid must be regularly advertised and sold as having the capacity of not less than the requirements of the attached specifications. Bid must be submitted with the latest printed specification and advertising literature on the unit proposed to furnish. Bidders offering to supply other than the approved make and model must supply a detailed description of the equipment being offered. For purposes of comparison, a separate list of all deviations to these specifications must be attached to the bid document.

The attached specifications are describing and stating the minimum capacities and qualities needed and required for performing a certain job. All bids submitted must be equal or exceed stated minimum specification. Any submissions not meeting all of the minimum specifications are subject to rejection.

**MINIMUM SPECIFICATIONS  
4-6 TON STEEL-WHEEL ROLLER**

1. General: 4-6 Ton Portable Tandem Steel-Wheel Roller with Retractable Towing Wheels with Truck-Type Tires, Ferguson Model 46a, OR Equal.
2. Engine: Water-Cooled Diesel
3. 45 HP
4. 12-Volt Electrical System with Alternator
5. Voltmeter, Oil Pressure, Hour Meter & Temperature Gauges
6. Transmission: Hydrostatic Type
7. Final Drives: Planetary Gear Final Drive or Hydrostatic
8. Brakes: Hydrodynamic Braking
9. Mechanical Parking Brake
10. Automatic Activation for Dead Engine or Drive Failure
11. Steering Roll: Two-Section all welded water tight construction with provision for filling water.
12. Compression Roll: Monolithic all welded water tight construction with provision for filling with water.
13. Sprinkler System: Steering & Compression Roll equipped with full width mats, scrapers, and sprinkler pipes.
14. 80 Gallon Capacity Pressurized System with Anti-Rust Protection.
15. Tongue: Raised & Lowered Hydraulically.
16. Retractable Wheels: Transport Wheels to be raised and lowered hydraulically.
17. Tire Size: 10:00 x 20, 12-PR Truck Type or Equal
18. Dimensions: Minimum Wheel Base 103 to 119 Inches
19. Overall Length – 150 to 175 Inches

20. Maximum Overall Height – 99 Inches with ROPS
21. Steering Roll – 34 Inch Diameter x 40 Inch Width
22. Compression Roll – 38 Inch Diameter x 42 Inch Width
23. Turning Radius – 154 Inches
24. Ground Clearance – 12 Inches
25. Fuel Capacity – 17 Gallons
26. Shipping Weight – 10,000 lbs.
27. ROPS with Canopy Top
28. Vandalism Protection
29. Low Profile Design Only
30. Left and Right Operator Seats
31. DOT Lighting
32. Safety Tow Chains
33. Quote Best Warranty

**Bid Submittal**

3 Each

Tandem Roller: Steel-Wheel, 4-6 Ton, Portable  
Manufacturers Current Production Model  
Ferguson Model 46A or Approved Equal

Warranty \_\_\_\_\_

Make and Model Bid \_\_\_\_\_

Unit Price \_\_\_\_\_

Total Bid \_\_\_\_\_

**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