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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 AIR FILTERS AND SERVICE

Bid Date:	Bid Number:	Return Quotation By:
May 7, 2020	51901-20B-016	May 28, 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, to refuse all bids, and to waive technicalities.

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

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 contract period will be for one (1) year, beginning from the date of award and ending one (1) year thereafter with an option to renew for additional two (2) years, in one year periods. At the end of the (1) year contract period, a price increase may be allowed, but shall not be more than five percent (5%) per year.
9. 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.
10. 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

11. Montgomery County Commission may add or delete locations and service schedules as needed, during the contract period.
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 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.

Montgomery County Commission desires to enter into a contract for disposable pleated air filters and service.

SPECIAL PROVISIONS

1. Vendor will be required to furnish annual service price for installations and materials.
2. The item price must include the cost of service and installation of each filter.
3. Air filters will be changed in accordance to filter specifications, noting quantity and number of changes per year.
4. All items furnished must be new and free from defects.
5. Air filters are pleated, disposable, 40% efficiency. Exception: Final filters for AHU #9 are 85% efficiency.
6. All used filters, packaging, and debris shall be removed from the premises and disposed of off-site by vendor in an appropriate manner.

BID FORM

Item No.	Quantity	Location/Size Filter	Item Price	Annual Price
Every Six (6) Months:				
1.	30 Each	AHU # 9/Penthouse- Final Filters 85% 24 x 24 x 4	\$ _____	\$ _____
	5 Each	12 x 24 x 4	\$ _____	\$ _____
2.	1 Each	Data Processing 12 x 24 x4	\$ _____	\$ _____
	6 Each	20 x 25 x 4	\$ _____	\$ _____
3.	8 Each	Mechanical Room (MCDF) 20 x 20 x 2	\$ _____	\$ _____
	16 Each	20 x 25 x 2	\$ _____	\$ _____
4.	32 Each	Annex I/V.A.V. 12 ¾ x 20 x 1	\$ _____	\$ _____
	7 Each	18 ¼ x 22 x 1	\$ _____	\$ _____
	1 Each	18 ¼ x 20 x 1	\$ _____	\$ _____
	1 Each	17 x 19 x 1	\$ _____	\$ _____
5.	18 Each	MCDF/VAV/BX 16 x 25 x1	\$ _____	\$ _____
	3 Each	16 x 28 x1	\$ _____	\$ _____
6.	8 Each	Annex III FCU'S 10 x 32 x 1	\$ _____	\$ _____

7.	8 Each	New Jail PIU'S 18 x 18 x 1	\$ _____	\$ _____
	6 Each	15 x 20 x 1	\$ _____	\$ _____
	3 Each	20 x 24 x 1	\$ _____	\$ _____
Every Three (3) Months:				
8.	16 Each	Probate East 20 x 20 x 2	\$ _____	\$ _____
9.	3 Each	Sheriff's Warehouse 20 x 20x1	\$ _____	\$ _____
10.	2 Each	Greil Building 18 x 30 x 1	\$ _____	\$ _____
	1 Each	20 x 25 x 2	\$ _____	\$ _____
	1 Each	20 x 24 x 1	\$ _____	\$ _____
11.	4 Each	Annex II 16 x 25 x 2	\$ _____	\$ _____
	1 Each	20 x 20 x 1	\$ _____	\$ _____
	1 Each	18 ¼ x 22 x 1	\$ _____	\$ _____
	2 Each	16 x 25 x 4	\$ _____	\$ _____
	8 Each	20 x 20 x 4	\$ _____	\$ _____
	4 Each	20 x 25 x 4	\$ _____	\$ _____
12.	2 Each	Sheriff/Training Facility (6559 Janet Warner Rd) 21 x 26 x 1	\$ _____	\$ _____
	1 Each	20 x 22 x 1	\$ _____	\$ _____

13.	1 Each	Sheriff /Firing Range (6559 Janet Warner Rd) 16 x 25 x 1	\$ _____	\$ _____
	1 Each	14 x 20 x 1	\$ _____	\$ _____
14.	8 Each	Probate South 20 x 20 x 1	\$ _____	\$ _____
	4 Each	16 x 20 x 2	\$ _____	\$ _____
	4 Each	16 X 25 x 2	\$ _____	\$ _____
	4 Each	20 X 25 X 2	\$ _____	\$ _____
15.	22 Each	Annex IV 20 x 20 x1	\$ _____	\$ _____
16.	4 Each	Annex I- Roof Top Units- Pleated Filters 16 x 16 x 2	\$ _____	\$ _____
	4 Each	16 x 20 x 4	\$ _____	\$ _____
	8 Each	16 x 25 x 4	\$ _____	\$ _____
	8 Each	20 x 25 x 4	\$ _____	\$ _____
	14 Each	16 x 20 x 2	\$ _____	\$ _____
	4 Each	16 x 25 x 2	\$ _____	\$ _____
	3 Each	20 x 20 x 2	\$ _____	\$ _____
	1 Each	20 x 25 x 2	\$ _____	\$ _____
	1 Each	20 x 22 x 1	\$ _____	\$ _____
	4 Each	12 x 24 x 2	\$ _____	\$ _____
	3 Each	20 x 24 x 2	\$ _____	\$ _____
	4 Each	20 x 20 x 4	\$ _____	\$ _____

17.	1 Each	Probate West 16 x 25 x 2	\$ _____	\$ _____
	2 Each	20 x 25 x 2	\$ _____	\$ _____
	2 Each	22 x 24 x 2	\$ _____	\$ _____
	1 Each	21 x 22 x 2	\$ _____	\$ _____
	2 Each	24 X 24 x 2	\$ _____	\$ _____
18.	6 Each	Courthouse 16 x 20 x 2	\$ _____	\$ _____
	2 Each	16 x 25 x 2	\$ _____	\$ _____
	22 Each	16 x 20 x 4	\$ _____	\$ _____
	12 Each	16 x 25 x 4	\$ _____	\$ _____
	50 Each	20 x 20 x 4	\$ _____	\$ _____
	4 Each	20 x 25 x 4	\$ _____	\$ _____
19.	1 Each	Annex III (Water Source Heat Pumps) 14 x 25 x 1	\$ _____	\$ _____
	4 Each	14 x 30 x 1	\$ _____	\$ _____
	6 Each	15 x 20 x 1	\$ _____	\$ _____
	6 Each	16 x 20 x 1	\$ _____	\$ _____
	2 Each	18 x 25 x 1	\$ _____	\$ _____
	5 Each	19 x 27 x 1	\$ _____	\$ _____
	20 Each	20 x 20 x 1	\$ _____	\$ _____
	8 Each	20 x 25 x 1	\$ _____	\$ _____
	1 Each	20 x 32 x 1	\$ _____	\$ _____

20.	20 Each	Annex III (Roof Top Units) 16 x 25 x 2	\$ _____	\$ _____
	6 Each	20 x 25 x 1	\$ _____	\$ _____
	8 Each	20 x 25 x 2	\$ _____	\$ _____
	6 Each	20 x 30 x 1	\$ _____	\$ _____
21.	1 Each	Carnegie Building 20 x 20 x 1	\$ _____	\$ _____
	3 Each	20 x 25 x 1	\$ _____	\$ _____
	2 Each	24 x 24 x 2	\$ _____	\$ _____
22.	4 Each	Pardon/ Paroles Rooftop Units- Pleated Filters 16 x 25 x 2	\$ _____	\$ _____
	4 Each	20 x 25 x 2	\$ _____	\$ _____
Every Two (2) Months				
23.	211 Each	New Jail Roof Top Units 16 x 20 x 2	\$ _____	\$ _____

Every Month				
24.	42 Each	Detention Facility 16 x 20 x 2	\$ _____	\$ _____
	27 Each	16 x 25 x 2	\$ _____	\$ _____
	13 Each	20 x 20 x 2	\$ _____	\$ _____
	9 Each	20 x 25 x 2	\$ _____	\$ _____
	2 Each	12 x 24 x 2	\$ _____	\$ _____
	6 Each	24 x 24 x 2	\$ _____	\$ _____
25.	24 Each	AHU #9 – Pre-Filters – 30% 24 x 24 x 2	\$ _____	\$ _____
	4 Each	12 x 24 x 2	\$ _____	\$ _____
26.	1 Each	AHU # 3 – Kitchen 16 x 16 x 2	\$ _____	\$ _____
	3 Each	16 x 20 x 2	\$ _____	\$ _____
	2 Each	20 x 20 x 2	\$ _____	\$ _____
	1 Each	15 x 20 x 1	\$ _____	\$ _____
	2 Each	20 x 20 x 1	\$ _____	\$ _____
27.	20 Each	Annex III (Water Source Heat Pumps) 10 x 10 x 1	\$ _____	\$ _____

Once A Year				
28.		Annex I- Roof Top Units- Box Filters		
	3 Each	20 x 20 x 4 #335-050-100	\$ _____	\$ _____
	3 Each	20 x 24 x 4 #335-060-100	\$ _____	\$ _____
	4 Each	12 x 24 x 4 #335-010-100 Brand: AAF MERV 14 VARICEL II MH	\$ _____	\$ _____

Total (Items 1 through 28) \$ _____

Total Annual Cost of Installation and Filters \$ _____

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