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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: May 31, 2023	Bid Number: 51901-23B-018	Return Quotation By: June 21, 2023 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, Montgomery Alabama 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. Late bids will not be opened.
4. 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.
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. 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 bidder is not required to have a City of Montgomery Business license or a Montgomery County business license, bidder 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. 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.
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 an additional two (2) years, in one (1) year periods. At the end of the one (1) year contract period, a price increase may be allowed but shall not exceed five percent (5%) per year.
9. The successful bidder awarded the contract must provide documentation of its enrollment in the e-verify program.
10. Montgomery County Commission or the successful vendor reserves the right to cancel this contract with a thirty (30) day written notice at any time during the contract.
11. Montgomery County Commission reserves the right to add or remove filters, locations and change service schedules as needed during the contract period.
12. Successful bidder shall file proof of 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

\$100,000 – Limited each occurrence

13. 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.
14. 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*.

15. The selected bidder 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 bidder agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful bidder also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

16. The selected bidder 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.
17. 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 contracting and bidding process in Montgomery County.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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 from professional and experienced air filter service companies to provide disposable pleated air filters and service at the locations listed.

VENDOR REQUIREMENTS

1. The item price must include the cost of material, labor, fuel, delivery and installation of each filter.
2. Awarded vendor must provide technicians that are trained in air filter replacement.
3. Awarded vendor must have adequate staff to complete required services in a timely manner.
4. Awarded vendor's personnel may be required to access roof areas and/or confined spaces to complete filter replacement services.
5. Awarded vendor shall comply with all applicable Occupational Safety and Health Administration (OSHA) regulations.
6. Awarded vendor must supply a copy of SDS sheets of all chemicals/products that are routinely used for the completion of services.
7. Awarded vendor shall take all reasonable safety precautions and shall provide all reasonable protection to prevent damage, injury, or loss.
8. Awarded vendor is responsible for replacing, at no cost to Montgomery County Commission any damages incurred during or as a result of performed services.
9. Awarded vendor shall not have the right to sell, assign, or transfer, any rights or duties under the contract without the prior written consent of Montgomery County Commission.

SPECIFICATIONS

1. All air filters must be new and free from defects.
2. Air filters are pleated, disposable, 40% efficiency. Exception: Final filters for AHU #9 are 85% efficiency.
3. Air filters will be changed in accordance to filter specifications, noting quantity and number of changes per year.
4. 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.	5 Each	AHU # 9/Penthouse- Final Filters 85% 12 x 24 x 4	\$ _____	\$ _____
	30 Each	24 x 24 x 4	\$ _____	\$ _____
2.	8 Each	Mechanical Room (MCDF) 20 x 20 x 2	\$ _____	\$ _____
	16 Each	20 x 25 x 2	\$ _____	\$ _____
3.	8 Each	Annex III FCU'S 10 x 32 x 1	\$ _____	\$ _____
4.	8 Each	New Jail PIU'S 18 x 18 x 1	\$ _____	\$ _____
	6 Each	15 x 20 x 1	\$ _____	\$ _____
	6 Each	20 x 20 x 1	\$ _____	\$ _____
	3 Each	20 x 24 x 1	\$ _____	\$ _____
Every Three (3) Months:				
5.	8 Each	Probate East 16 x 20 x 2	\$ _____	\$ _____
	4 Each	16 x 25 x 2	\$ _____	\$ _____
	4 Each	20 x 25 x 2	\$ _____	\$ _____
	2 Each	20 x 30 x 2	\$ _____	\$ _____
6.	1 Each	Sheriff's Warehouse 14 x 20 x 1	\$ _____	\$ _____
	3 Each	16 x 20 x 1	\$ _____	\$ _____
	1 Each	16 x 24 x 1	\$ _____	\$ _____

7.	2 Each	Greil Building 20 x 25 x 1	\$ _____	\$ _____
	2 Each	20 x 30 x 1	\$ _____	\$ _____
8.	4 Each	Annex II 16 x 25 x 2	\$ _____	\$ _____
	2 Each	16 x 25 x 4	\$ _____	\$ _____
	1 Each	18 x 22 x 1	\$ _____	\$ _____
	1 Each	20 x 20 x 1	\$ _____	\$ _____
	8 Each	20 x 20 x 4	\$ _____	\$ _____
	4 Each	20 x 25 x 4	\$ _____	\$ _____
9.	1 Each	Sheriff/Training Facility (6559 Janet Warner Rd) 20 x 20 x 1	\$ _____	\$ _____
	2 Each	20 x 25 x 1	\$ _____	\$ _____
10.	1 Each	Sheriff /Firing Range (6559 Janet Warner Rd) 16 x 25 x 1	\$ _____	\$ _____
	2 Each	20 x 25 x 1	\$ _____	\$ _____
	1 Each	25 x 30 x 1	\$ _____	\$ _____
11.	4 Each	Probate South 16 x 20 x 2	\$ _____	\$ _____
	4 Each	16 X 25 x 2	\$ _____	\$ _____
	8 Each	20 x 20 x 2	\$ _____	\$ _____
	4 Each	20 X 25 X 2	\$ _____	\$ _____
12.	27 Each	Annex IV 20 x 20 x1	\$ _____	\$ _____

13.	5 Each	Annex I- Roof Top Units- Pleated Filters 12 x 24 x 2	\$ _____	\$ _____
	4 Each	16 x 16 x 2	\$ _____	\$ _____
	28 Each	16 x 20 x 2	\$ _____	\$ _____
	4 Each	16 x 20 x 4	\$ _____	\$ _____
	16 Each	16 x 25 x 2	\$ _____	\$ _____
	8 Each	16 x 25 x 4	\$ _____	\$ _____
	2 Each	20 x 20 x 1	\$ _____	\$ _____
	3 Each	20 x 20 x 2	\$ _____	\$ _____
	4 Each	20 x 20 x 4	\$ _____	\$ _____
	1 Each	20 x 22 x 1	\$ _____	\$ _____
	3 Each	20 x 24 x 2	\$ _____	\$ _____
	1 Each	20 x 25 x 2	\$ _____	\$ _____
	8 Each	20 x 25 x 4	\$ _____	\$ _____
14.	4 Each	Probate West 16 x 20 x 2	\$ _____	\$ _____
	4 Each	16 x 25 x 2	\$ _____	\$ _____
	8 Each	20 x 20 x 2	\$ _____	\$ _____
	4 Each	20 x 25 x 2	\$ _____	\$ _____

15.	15 Each	Courthouse 12 x 24 x 4	\$ _____	\$ _____
	21 Each	20 x 20 x 4	\$ _____	\$ _____
	1 Each	20 x 23 x 1	\$ _____	\$ _____
	33 Each	20 x 24 x 4	\$ _____	\$ _____
	12 Each	24 x 24 x 4	\$ _____	\$ _____
16.	2 Each	Annex III (Water Source Heat Pumps) 6 x 18 x 1	\$ _____	\$ _____
	8 Each	10 x 32 x 1	\$ _____	\$ _____
	13 Each	12 x 12 x 1	\$ _____	\$ _____
	1 Each	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	\$ _____	\$ _____
	3 Each	16 x 25 x 1	\$ _____	\$ _____
	16 Each	16 x 25 x 2	\$ _____	\$ _____
	2 Each	18 x 25 x 1	\$ _____	\$ _____
	5 Each	19 x 27 x 1	\$ _____	\$ _____
	21 Each	20 x 20 x 1	\$ _____	\$ _____
	2 Each	20 x 20 x 2	\$ _____	\$ _____
	14 Each	20 x 25 x 1	\$ _____	\$ _____
	1 Each	20 x 32 x 1	\$ _____	\$ _____
	2 Each	24 x 24 x 1	\$ _____	\$ _____
	1 Each	24 x 24 x 2	\$ _____	\$ _____

17.	20 Each	Annex III (Roof Top Units) 16 x 25 x 2	\$ _____	\$ _____
	4 Each	20 x 20 x 2	\$ _____	\$ _____
	6 Each	20 x 25 x 1	\$ _____	\$ _____
	8 Each	20 x 25 x 2	\$ _____	\$ _____
	6 Each	20 x 30 x 1	\$ _____	\$ _____
	1 Each	24 x 24 x 2	\$ _____	\$ _____
18.	1 Each	Carnegie Building 20 x 20 x 1	\$ _____	\$ _____
	3 Each	20 x 25 x 1	\$ _____	\$ _____
	2 Each	24 x 24 x 2	\$ _____	\$ _____
19.	4 Each	Pardon/ Paroles Rooftop Units- Pleated Filters 16 x 25 x 2	\$ _____	\$ _____
	4 Each	20 x 25 x 2	\$ _____	\$ _____
Every Two (2) Months				
20.	211 Each	New Jail Roof Top Units 16 x 20 x 2	\$ _____	\$ _____
	1 Each	24 x 24 x 2	\$ _____	\$ _____

Every Month				
21.	2 Each	Detention Facility 12 x 24 x 2	\$ _____	\$ _____
	38 Each	16 x 20 x 2	\$ _____	\$ _____
	29 Each	16 x 25 x 2	\$ _____	\$ _____
	7 Each	20 x 20 x 2	\$ _____	\$ _____
	10 Each	20 x 25 x 2	\$ _____	\$ _____
	6 Each	24 x 24 x 2	\$ _____	\$ _____
22.	4 Each	AHU #9 – Pre-Filters – 30% 12 x 24 x 2	\$ _____	\$ _____
	24 Each	24 x 24 x 2	\$ _____	\$ _____
23.	20 Each	Annex III (Water Source Heat Pumps) 10 x 10 x 1	\$ _____	\$ _____

Once A Year				
24.	5 Each	Annex I- Roof Top Units- Box Filters 12 x 24 x 4 #335-010-100	\$ _____	\$ _____
	3 Each	20 x 20 x 4 #335-050-100	\$ _____	\$ _____
	3 Each	20 x 24 x 4 #335-060-100	\$ _____	\$ _____
		Brand: AAF MERV 14 VARICEL II MH		
25.	1 Each	Annex III – Roof Top Unit 24 x 24 x 11 3/8 – HEPA	\$ _____	\$ _____
26.	1 Each	New Jail Roof Top Unit 24 x 24 x 11 3/8 - HEPA	\$ _____	\$ _____

Total (Items 1 through 26) \$ _____

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