

Alabama A&M University



HVAC Filter Replacement Services

Invitation to Bid 2K20-FR

Bid Submission Deadline: 2 P.M. CST, October 27, 2020

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by **Alabama A&M University in Normal, AL**, Alabama A&M University, Department of Purchasing – Room 305 Patton Hall 4900 Meridian Street Normal, Alabama 35762, until 2:00 P.M. CST, Tuesday, October 27, 2020 for

HVAC FILTER REPLACEMENT SERVICES

at which time and place they will be publicly opened and read.

Alabama A&M University is seeking bids for assorted and various HVAC air filters for buildings on and off campus. The HVAC air filters must meet the enclosed specifications. Contract award(s) shall be for three (3) years with two (2) one-year renewable years through the issuance of a purchase order for the estimated annual usage.

Delivery is required within **thirty (30) calendar days from order date**. All prices quoted are to be FOB delivery location. AAMU is tax exempt and a certificate will be supplied as required.

Specifications may be examined at the office of Alabama A&M Facilities Department, 453 Buchanan Way, Normal, AL 35762 and AAMU Facilities site (www.aamu.edu/administrativeoffices/business-and-finance/facilities/pages/default.aspx)

Questions shall be submitted via email only to brian.shipp@amu.edu no later than 12:00 P.M. CST October 13, 2020.

Bids must be submitted on proposal forms furnished by the Owner, or copies thereof.

Alabama A&M University

SPECIFICATIONS

All filters must conform to current American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) testing standards.

1. **Pleated Filter** such as AAF Flanders, PerfectPleat HC M8 or equivalent must have a U.L. Class 2 rating, moisture resistant media in a die cut beverage board enclosure and constructed with an efficient adhesive joining all components to ensure hold. The filter shall be constructed to include 12 pleats per foot and must have an average efficiency rating of MERV 8. Custom sizes must also have a beverage board frame, bonded with adhesive and clearly labeled with size, airflow and UL class 2.
2. **Panel Filter** such as AAF Flanders, EZ Flow or equivalent. This filter must have a U.L. Class 2 rating, frame shall be made from heavy duty chipboard in a one piece design, the filtering media is continuous filament spun glass, Media support is provided by one metal retainer on the downstream side.
3. **Polyester Synthetic Fibers Media Roll**, such as Airex Filter Corp, Blue/White PROLL, produced from 100% high bulk polyester fibers that are thermo bonded with a fire- retardant resin. This filter media must have a U.L. Class 2 and be MERV 6 rated.

Quantities are provided for guidance and are not guaranteed. These numbers represent estimated annual usage that may

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The undersigned, on behalf of the bidder, certifies that: This offer is made without previous understanding, agreement or connection with any person, firm, or corporation entering a bid on the same project; is in all respects fair and without collusion or fraud. The person whose signature appears below is legally empowered to bind the company in whose name the bid is entered. They have read the entire document and understand all provisions.

ALL vendors interested in responding MUST provide the following requested information in this format. Additional information may be included on accompanying sheets, if necessary.

Firm Name _____

Contact Name _____ Title _____

Signature _____ Date _____

Address _____ City/State _____ Zip _____

Phone _____ Fax _____ Hours _____

Company Web Site Address _____ E-Mail _____

General Nature of Business _____

1. Bid Bond
2. Attach Proposal Form
3. Attach a W9 Form.
4. Attach E-Verify Form
5. Attach State of Alabama Disclosure Statement
6. On a separate sheet, list any deviations from the SPECIFICATIONS and MANDATORY REQUIREMENTS section in this document. **Below is an example of the format**

ITEM NO.	REASON FOR DEVIATION, DESCRIPTION OF REPLACEMENT COMPONENT, AND/OR EXPLANATION

7. Locations

Location		Filter Size	Quantity	Freq	Filter Total
Poultry Science Bldg		16x20x2	3	4	12
		16x25x1	1	4	4
		20x25x1	1	4	4
Foster Student LLC	Foster East Side	16x20x1	49	4	196
		20x20x1	9	4	36
		20x20x2	5	4	20
		20x25x1	3	4	12
	Foster West Side	16x20x1	71	4	284
		20x20x1	6	4	24
		20x20x2	2	4	8
		20x25x1	3	4	12
	Back Dock	20x25x3	6	4	24
School Engineering	Of Roof Top	24x24x2	25	4	100
		18x25x2	4	4	16
		16x25x2	2	4	8
		Washable	3	4	12

	1st Floor Units	16x20x1	11	4	44
		20x25x1	4	4	16
		20x20x1	28	4	112
	1st Floor Rooms	20x20x2	4	4	16
		20x25x1	10	4	40
		16x20x1	5	4	20
	2nd Floor Units	16x20x1	1	4	4
		16x25x2	3	4	12
		20x25x1	2	4	8
		24x30x1	1	4	4
		20x20x2	4	4	16
		20x20x1	4	4	16
		18x25x1	1	4	4
		24x24x2	1	4	4
	2nd Floor Rooms	20x20x1	16	4	64
		20x20x2	4	4	16
		16x20x1	1	4	4
		20x25x1	2	4	8
		16x25x2	3	4	12
	3rd Floor Attic Unit	12x24x2	1	4	4
		12x24x2	1	4	4
		18x25x1	7	4	28
	Stairways	Washable	2	4	8
T.R. Parker Class Rm Bldg		20x25x2	10	4	40
T.R. Parker Annex Bldg		12x24x2	3	4	12
		24x24x2	6	4	24
Dawson Coop Ext. Bldg	2nd Floor	16x25x2	2	4	8
		16x20x2	8	4	32
	Rm 316	16x25x2	2	4	8
		16x20x2	8	4	32
Carver Complex					
Bonner Wing	1st Floor	18x25x2	3	4	12
		12x60x1	4	4	16
		8x33x1	2	4	8

		16x25x2	2	4	8
		20x20x2	2	4	8
		14x33x1	1	4	4
	2nd Floor	8x33x1	1	4	4
		12x60x1	4	4	16
		14x33x1	4	4	16
		10x31x1	1	4	4
Thomas Annex	2nd Floor	10x44x1	14	4	56
		10x56x1	11	4	44
		8x25x1	13	4	52
		12x24x2	16	4	64
		10x36x1	2	4	8
	Rm 115	Washable	1	4	4
Hollins Wing	1st Floor	16x20x2	8	4	32
		10x44x1	6	4	24
	2nd Floor	10x44x1	11	4	44
Hobson Wing	Hall	8x34x1	3	4	12
		8x64x1	10	4	40
	South Hall	20x25x1	3	4	12
		8x33x1	5	4	20
		16x25x1	2	4	8
	Room 105	8x27x1	1	4	4
		8x61.75x1	1	4	4
		8x77x1	1	4	4
		8.75x32.75x.75	1	4	4
		8x60.75x1	2	4	8
		8x32.5x1	1	4	4
	Pantry	16x25x2	2	4	8
West Campus LLC Act Ctr.		20x20x2	28	4	112
		20x25x2	28	4	112
		16x20x2	20	4	80
	Subway	20x20x1	4	4	16
	Redstone	20x20x1	2	4	8
	Barber Shop	20x20x1	1	4	4
Knight Dorm	1st Floor East	20x30x1	2	4	8
		17x20x1	9	4	36
		20x20x2	5	4	20
		20x20x1	1	4	4
		16x25x1	1	4	4
	1st Floor West	17x20x1	14	4	56
		20x30x1	5	4	20

	1st Floor Hall	20x20x2	12	4	48	
		16x20x1	1	4	4	
		20x30x1	1	4	4	
		16x25x1	1	4	4	
	2nd Floor East	20x30x1	4	4	16	
		17x20x1	9	4	36	
		24x32x1	1	4	4	
		20x20x2	1	4	4	
	2nd Floor West	17x20x1	20	4	80	
		20x30x1	3	4	12	
		20x25x1	2	4	8	
		16x25x1	1	4	4	
	3rd Floor East	20x30x1	3	4	12	
		17x20x1	17	4	68	
		20x20x2	1	4	4	
	3rd Floor West	17x20x1	13	4	52	
		20x30x1	6	4	24	
		20x20x2	1	4	4	
	4th Floor East	20x30x1	3	4	12	
		17x20x1	18	4	72	
		93.75x 23.5x .5	1	4	4	
	4th Floor West	17x20x1	12	4	48	
		20x20x2	2	4	8	
		20x30x1	5	4	20	
		16x25x1	1	4	4	
	5th Floor East	20x30x1	21	4	84	
	5th Floor West	17x20x1	1	4	4	
		20x30x1	18	4	72	
Lewis Stadium	Crews	Northside Electrical Rm	20x20x2	2	4	8
			20x21.5x2	1	4	4
	Visiting Side	Washable	1	4	4	
			20x21.5x1	1	4	4
	Sky Boxes	20x24x1	19	4	76	
	Press Box	20x21.5x1	2	4	8	
	Field House	20x24x1	6	4	24	

Main Security Guard Bldg		Washable	1	4	4
Agribition Center	Concession Rm	20x20x1	1	4	4
	Office	20x20x1	1	4	4
	Rm. 103-105, 112	20x20x1	3	4	12
	Conference Rm	20x20x1	2	4	8
Agricultural Research		24x24x2	15	4	60
BTS Transfer Station		Washable	2	4	8
Student Health & Wellness Center		Washable	1	4	4
		20x24x2	10	4	40
		18x20x2	4	4	16
		20x25x1	8	4	32
		16x20x4	12	4	48
		20x24x4	3	4	12
		20x25x4	4	4	16
		16x20x1	1	4	4
Human Resources Bldg	Exterior Wall Mount Units	16x25x1	6	4	24
Univ. Services Building	Mezzanine Rm	20x20x1	3	4	12
		Washable	1	4	4
		16x25x1	3	4	12
Hester House		20x30x1	1	4	4
Buchanan Hall	1st Floor Mech Rm	25x28x1	1	4	4
	Rm 102	24x24x1	1	4	4
	West Corridor	24x24x1	1	4	4
	East Corridor	24x29x1	3	4	12

	3rd Floor West Attic	24x24x1	6	4	24
	4th Floor Attic	18x25x1	1	4	4
		19x28x1	1	4	4
		36x20x1	1	4	4
		32x22x1	1	4	4
		25x25x1	1	4	4
	Auditorium	18x24x2	9	4	36
JF Drake		16x22x2	4	4	16
		16x28x2	6	4	24
		16x16x2	4	4	16
Wilson Hall		16x20x2	2	4	8
		20x20x2	1	4	4
		20x22x1	2	4	8
		18x20x1	2	4	8
		Washable			
Chambers Science	1st Floor Lobby	8x57x1	2	4	8
	1st Floor Rm's	9x31x1	6	4	24
		9x45x1	11	4	44
		9x21x1	9	4	36
		9x57x1	2	4	8
		9x27x1	1	4	4
		20x22x1	1	4	4
	2nd Floor	9x31x3	3	4	12
		9x21x1	14	4	56
		8x57x1	2	4	8
		9x57x1	9	4	36
		9x43x1	4	4	16
		9x45x1	4	4	16
	3rd Floor	9x21x1	18	4	72
		8x57x1	2	4	8
		9x45x1	3	4	12
		9x57x1	1	4	4
		9x27x1	1	4	4
		9x31x1	4	4	16
		9x88x1	5	4	20
	4th Floor	Washable	3	4	12
		8x57x1	3	4	12
		9x31x1	1	4	4

		24x24x2	8	4	32
	5th Floor	8x21x1	1	4	4
		Washable	1	4	4
		8x57x1	2	4	8
Carter Hall	Westend Alley Way	16x20x4	16	4	64
	Westend Basement	19x22x1	4	4	16
	Westend Package Unit	16x16x2	4	4	16
		20x20x2	2	4	8
		20x25x2	4	4	16
	Eastend Package Unit	16x20x4	16	4	64
	RTU's	16x24x2	2	4	8
		20x20x2	8	4	32
	OAP's	20x25x2	18	4	72
		16x20x2	8	4	32
Student Residence Hall		34x9.5x2	88	4	352
		50x9.5x2	104	4	416
		65x9.5x2	18	4	72
		25x25x2	2	4	8
		14x29x2	8	4	32
Carnegie Hall		16x89x2	4	4	16
Ralph Lee Univ Ctr		20x25x2	18	4	72
		16x20x2	24	4	96
		20x20x1	2	4	8
Thigpen Hall	MDF Rm's / Bath Rm.	Washable	6	4	24
	Dorm Rm's	8x19x1	113	4	452
		9x42x1	4	4	16
		9x61x1	1	4	4
McCormick Building		24x22x1	1	4	4
		24x30x1	1	4	4
Councill Hall	Basment	12x20x1	1	4	4
		Washable			

Councill Federal Credit Union		20x30x1	1	4	4
Frank Lewis Gym		Washable	3	4	12
		7x36x1	1	4	4
		18x20x1	9	4	36
		5x24x1	2	4	8
		16x20x1	1	4	4
McCalep		9x46x1	2	4	8
		10x23x1	4	4	16
		14x33x1	1	4	4
		10x63x1	4	4	16
		10x37x1	2	4	8
		14x28x1	2	4	8
		14x14x1	2	4	8
		8x58x1	14	4	56
		8x65x1	1	4	4
		8x32x1	1	4	4
		8x22x12	1	4	4
		8x44x1	2	4	8
		10x43x1	1	4	4
		Washable	2	4	8
		24x24x2	8	4	32
Pope Cottage		20x30x1	1	4	4
Carpentry Shop		20x25x1	1	4	4
Honors House		20x20x1	2	4	8
LRC	Computer Lab 1st Floor	16x24x2	4	4	16
	Computer Lab 1st Floor	16x20x2	4	4	16
	2nd Floor East & West	20x25x2	4	4	16
		16x25x2	4	4	16
		16x20x2	4	4	16
	3rd Floor Roof	16x25x2	2	4	8
		16x20x2	30	4	120
		20x25x2	22	4	88

		20x20x2	4	4	16
Councill Training	Window AC	Washable	39	4	156
		20x20x1	2	4	8
	Training Rm	20x26x1	1	4	4
		13.75x26x1	1	4	4
Quonset Hut		20x20x1	4	4	16
		24x30x1	1	4	4
		Washable	1	4	4
Terry Hall		8x43.5x1	3	4	12
		8x19x.75	24	4	96
		8x27.75x1	27	4	108
		8x32x1	9	4	36
		8x43.5x1	2	4	8
		8x19x1	40	4	80
		8x27.75x1	3	4	12
Patton Hall		31.75x8.25x1	11	4	44
		17.75x8.5x1	7	4	28
		27x8x1	8	4	32
		46x11x1	16	4	64
		25x7.75x1	1	4	4
		44x8x1	6	4	24
		20.25x20.25x1	1	4	4
		19.75x8.25x1	9	4	36
		60x8x1	1	4	4
		8.5x17.75x1	4	4	16
		8.25x19.75x1	3	4	12
		20x25x1	6	4	24
Palmer Hall		8x27.75x1	52	4	208
		31.75x8x1	33	4	132
		8x32.5x1	1	4	4
		8x28x1	1	4	4
		8.75x27x.75	17	4	68
		9x33x1	1	4	4
Crump		14x25x1	4	4	16
		24x24x2	2	4	8
		24x24x1	6	4	24
			9	4	36
		10x32x3/8	1	4	4

		10x33.75x1	3	4	12
Councill Hall	Basement	12x20x1	4	4	16
		16.375x21.5x1	3	4	12
		16.375x21.5x1	1	4	4
School of Business	1st Floor	18x18x2	1	4	4
	2nd Floor	18x18x2	9	4	36
	3rd Floor	18x18x2	9	4	36
		20x20x1	2	4	8
		20x25x1	1	4	4
		20x25x1	9	4	36
		20x30x1	10	4	40
		20x30x1	2	4	8
		20x30x1	2	4	8
		25x32x1	3	4	12
		25x32x1			
		25x32x1	1	4	4
		Roll Type	7	4	28
		Washable	1	4	4

Terms and Conditions

In submitting a response to this Invitation for Bids (IFB), Bidders/Proposers (Bidder) hereby understand the following:

1. All project participants, and contractors, must comply with all applicable federal, state laws and AAMU rules and regulations pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
2. AAMU reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
3. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
4. Bidders must hold the bid price for one hundred twenty (120) days from bid opening date, and may not withdraw their bid for at least thirty (30) days after the time and date set for the receipt of bids. Prices MUST also be free of federal, state and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid. AAMU is Tax Exempt and a certificate will be supplied as required.
5. Bidder MUST return the original attached Response Form as noted previously on the bid due date.
6. Envelopes containing responses must be sealed and marked with the firm name and address, bid number, date, and time.
7. AAMU interprets the term "lowest responsible Bidder" as requiring AAMU to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. AAMU can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which bids are received. AAMU can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective Bidders.
8. AAMU reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason. AAMU will be the sole judge in determining as equivalent products (if applicable). The successful Bidder will be the lowest responsible and responsive Bidder. For purposes of this solicitation, the lowest responsible Bidder is the firm that AAMU determines meets the specifications at the lowest price.

9. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist AAMU in analyzing your bid.
10. A purchase order and/or contractual agreement constitutes AAMU's offer to the Bidder upon the terms and conditions stated herein, and shall become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
11. After award, if the successful Bidder refuses or fails to make deliveries of the materials and or services within the times specified in the IFB, purchase order, or contractual agreement, AAMU may, by written notice, terminate the contract OR purchase order.
12. The Bidder shall hold and save AAMU, The State of Alabama, and its officers, agents, employees harmless from liability of any patented or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by AAMU.
13. Payment of the firm's invoices is subject to adjustment and payment terms are net 7 to 10 days following approval by AAMU staff.
14. All solicitations are subject to Prevailing Wage rates unless otherwise noted. (if applicable)
15. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
16. If a response to this IFB is accepted, the Bidder agrees to execute and deliver to AAMU a contract in accordance with the Contract Documents (if applicable) within ten (10) days of notice of the award to the Bidder.
17. The Bidder hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this IFB, has inspected the location of the project (if applicable), understands the nature and scope of the work to be done, agrees this bid is based upon the terms, specifications, requirements, and conditions of the IFB and documents, and not subject to terms and conditions of Bidder. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
18. The Bidder certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
19. It shall be understood that any bid and any/all referencing information submitted in response to this IFB shall become the property of AAMU, and will not be returned.
20. AAMU will not be responsible for any expenses incurred by any Bidder in the development of a response to this IFB. Further, AAMU shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Bidder even if AAMU has formally accepted a recommendation.
21. Bids must be received prior to the time and dates listed to be considered responsive. AAMU will not "accept" late responses. Further, AAMU will NOT:
 - (1) guarantee security of the document received;
 - (2) be held responsible for bids which are

NOT legible (and may choose to reject such responses).

Required Forms

All forms shall be submitted at time of bid:

1. Bid Bond
2. Proposal Form
3. E-verify
4. Alabama Disclosure Statement
5. W-9 Form

Forms that are required but optional to submit with bid:

1. Payment and Performance Bond

PROPOSAL FORM

To: _____

Date: _____

(Awarding Authority) In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned

(Legal Name of Bidder) hereby proposes to furnish all labor and materials and perform all work required for the construction of

WORK: **HVAC Filter Replacement**

Services

in accordance with Specifications, dated September 18, 2020.

The Bidder, which is organized and existing under the laws of the State of _____, having its principal offices in the City of _____, is: a Corporation Partnership individual (other) _____.

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

BIDDER'S REPRESENTATION: The Bidder declares that it has examined and understand the specifications.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

BID:

Panel Filters Sizes				
Item No.	Estimated Annual Usage	Filter Size	Cost per Unit \$	Total Cost Annually
1	16	10x23x1		
2	4	10x31x1		
3	4	10x33.75x1		
4	8	10x36x1		
5	8	10x37x1		
6	4	10x43x1		
7	124	10x44x1		
8	44	10x56x1		

9	16	10x63x1		
10	20	12x20x1		
11	32	12x60x1		
12	4	13.75x26x1		
13	24	14x33x1		
14	16	16.375x21.5x1		
15	4	25x7.75x1		
16	32	27x8x1		
17	44	31.75x8.25x1		
18	132	31.75x8x1		
19	24	44x8x1		
20	64	46x11x1		
21	4	60x8x1		
22	68	8.75x27x.75		
23	4	8.75x32.75x.75		
24	96	8x19x.75		
25	532	8x19x1		
26	4	8x21x1		
27	4	8x22x1		
28	52	8x25x1		
29	336	8x27.75x1		
30	48	8x32x1		
31	44	8x33x1		
32	8	8x44x1		
33	44	8x57x1		
34	56	8x58x1		
35	12	8x60.75x1		
36	44	8x64x1		
37	4	8x77x1		
38	4	93.75x23.5x.5		
39	164	9x21x1		
40	8	9x27x1		
41	56	9x31x1		
42	4	9x33x1		
43	4	9x42x1		
44	16	9x43x1		
45	72	9x45x1		
46	8	9x46x1		
47	48	9x57x1		
48	4	9x61x1		
49	20	9x88x1		

Pleated Filter Sizes

Item No.	Estimated Annual Usage	Filter Size	Cost per Unit \$	Total Cost Annually
50	84	12x24x2		
51	8	14x14x1		
52	16	14x25x1		
53	8	14x28x1		
54	32	14x29x2		
55	32	16x16x2		
56	564	16x20x1		
57	476	16x20x2		
58	176	16x20x4		
59	4	16x22x2		
60	24	16x24x2		
61	64	16x25x1		
62	88	16x25x2		
63	24	16x28x2		
64	16	16x89x2		
65	28	17.75x8.5x1		
66	452	17x20x1		
67	76	18x18x2		
68	44	18x20x1		
69	16	18x20x2		
70	36	18x24x2		
71	36	18x25x1		
72	28	18x25x2		
73	36	19.75x8.25x1		
74	16	19x22x1		
75	4	19x28x1		
76	4	20.25x20.25x1		
77	372	20x20x1		
78	352	20x20x2		
79	12	20x21.5x1		
80	4	20x21.5x2		
81	12	20x22x1		
82	100	20x24x1		
83	40	20x24x2		
84	12	20x24x4		
85	220	20x25x1		
86	416	20x25x2		
87	24	20x25x3		

88	16	20x25x4		
89	4	20x26x1		
90	352	20x30x1		
91	4	24x22x1		
92	56	24x24x1		
93	260	24x24x2		
94	12	24x29x1		
95	12	24x30x1		
96	4	24x32x1		
97	4	25x25x1		
98	8	25x25x2		
99	4	25x28x1		
100	16	25x32x1		
101	4	32x22x1		
102	352	34x9.5x2		
103	4	36x20x1		
104	416	50x9.5x2		
105	8	5x24x1		
106	72	65x9.5x2		
107	4	7x36x1		
108	12	8.25x19.75x1		
109	16	8.5x17.75x1		

Washable Filters				
Item No.	Estimated Annual Usage	Filter Size	Cost per Unit \$	Total Cost Annually
110	272	NA		

Polyester Synthetic Fibers Media Roll				
Item No.	Estimated Annual Usage	Filter Size	Cost per Unit \$	Total Cost Annually
111	28	24 inches		

NOTE: Additional Filter types and sizes to be ordered based on Manufacturer's current catalog discount percentage_____%

AAMU may make multiple awards, selecting multiple vendors to provide the products desired. A decision to make a multiple award of this Bid, however, is an option reserved by AAMU, based on the needs of AAMU. **Prices quoted must be held for entire contract term.**

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a: (Mark the appropriate box and provide the applicable information.)

Bid Bond, executed by _____ as Surety,
a cashier's check on the _____ Bank of _____,
for the sum of _____ Dollars (\$
_____) made payable to the Awarding Authority.

BIDDER'S ALABAMA LICENSE:

State License for General Contracting:

License Number	Bid Limit	Type(s) of Work
----------------	-----------	-----------------

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

Legal Name of Bidder _____

Mailing Address _____

* By (Legal Signature) _____

* Name (type or print) _____

(Seal) * Title _____

Telephone Number _____

* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

The University reserves the right to choose multiple vendors.

USE BLACK INK ONLY

BID BOND

The **PRINCIPAL** (*Bidder's Name and Address*)

The **SURETY** (*Name and Principal Place of Business*)

The **OWNER** (*Name and Address*)

Alabama A&M University
P.O. Box 1837
Normal, AL 35762

The **PROJECT** for which the Principal's Bid is submitted: (*Project name as it appears in the Bid Documents*)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the **PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten-thousand Dollars (\$10,000.00).**

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder, **then**, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this _____ day of _____, _____ .

ATTEST:

PRINCIPAL:

By _____

Name and Title

ATTEST

SURETY:

By _____

Name and Title

ALABAMA IMMIGRATION ACT E-VERIFY CONTRACTOR'S E-VERIFY CLAUSE AND AFFIDAVIT

Effective immediately, this notice shall be included in all Requests for Proposals (BIDs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012. Complete Affidavit 1 or 2.

E-VERIFY – NOTICE (BID)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30*” (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. ***A response to this BID/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.***

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly Page 21 of 27 suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

E-Verify Affidavit

Compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30*” (also known as and hereinafter referred to as “the Alabama Immigration Act”) is required for Alabama A&M University contracts as a condition of the contract performance. Please provide a duly executed and notarized affidavit.

DISCLOSURE STATEMENT

The Contract disclosure statement can be found on the Attorney General's Web Site at <http://www.ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>

Guidance for Compliance with E-Verify

The successful Contractor shall be required to participate in the State of Alabama Immigration Law Act 2011-535. The Contractor must complete an affidavit of compliance with the Act and the E-Verify Memorandum of Understanding as a part of the construction contract. Information is posted under "Guidance for Compliance with E-Verify" on the Alabama State Department of Education's website at <http://www.al.sde/home/Communications/E-VerifyInformation.aspx> .

PAYMENT BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER _____

(2) The **PRINCIPAL** (*Name and address of Contractor, same as appears in the Construction Contract*)

(3) The **SURETY** (*Name and Principal Place of Business*)

(4) The **OWNER(s)** (*Name and address, same as appears in the Construction Contract*)

Alabama A&M University
P.O. Box 1837
Normal, AL 35762

(5) The **PENAL SUM** of this Bond (the Contract Sum)

Dollars (\$) _____).

(6) **DATE** of the Construction Contract :

(7) The **PROJECT**: (*Same as appears in the Construction Contract*)

1. WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.

2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the

event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.

4. Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.

5. This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.

6. All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract

(8) **SIGNED AND SEALED** this _____ day of _____, _____ .

(9) ATTEST:

CONTRACTOR as PRINCIPAL:

By _____

Name and Title

(10) Countersigned by
Alabama Resident Agent for Surety:

By _____

Name

Address

SURETY:

By _____

Name and Title

(11) NOTE: Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.

PERFORMANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER _____

(2) The **PRINCIPAL** (*Name and address of Contractor as appear in the Construction Contract*)

(3) The **SURETY** (*Name and Principal Place of Business*)

(4) The **OWNER**

Alabama A&M University
P.O. Box 1837
Normal, AL 35762

(5) The **PENAL SUM** of this Bond (the Contract Sum)

Dollars (\$).

(6) **DATE** of the Construction Contract :

(7) The **PROJECT**: (*Same as appears in the Construction Contract*)

1. WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

3. Whenever the Owner / Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Owner / Architect with written verification that satisfactory positive action is in process to cure the condition.

4. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:

(a) gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the

Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and
(b) gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.

5. In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:
(a) On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
(b) Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.

6. As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

7. By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:

(a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and

(b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.

8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:

(a) the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;

- (b) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
- (c) interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;
- (d) the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and
- (f) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.

10. All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

(8) **SIGNED AND SEALED** this _____ day of _____, _____.

(9) ATTEST:

CONTRACTOR as PRINCIPAL:

By _____

 Name and Title

(10) Countersigned by
 Alabama Resident Agent for Surety:

SURETY:

By _____

 Name

 Address

By _____

 Name and Title

(11) NOTE: Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.