



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6500

This contract entered into this 4th day of January 2023, by Air Filters, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From January 4, 2023 through January 3, 2024 with 4 one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal MPM-1166 dated November 8, 2022:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(3) The Contractor's Proposal dated December 1, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated January 3, 2023.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
By: Donna F Romano (Signature)
Donna F Romano (Printed Name)
Title: Director of Administration

PURCHASING AGENCY:
By: Michael Morrison (Signature)
Michael Morrison (Printed Name)
Title: Buyer Senior

RFP# MPM-1166 HVAC FILTERS

1/3/2023

The Primary Point of Contact for this Contract is:

Donna Romano
 1-804-271-9585
 dromano@airfiltersinc.com

PRICING SCHEDULE:

The following Labor, Other Fees, and Discounts sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable.

PRICING SCHEDULE BY ZONE									
Products & Equipment (listed by manufacturer and discount rate offered)									
Service	<i>Zone 1</i>	<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>	<i>Zone 6</i>	<i>Zone 7</i>	<i>Zone 8</i>	<i>Zone 9</i>
Camfil	40%	40%	40%	40%	40%	40%	40%	40%	40%
Airguard	40%	40%	40%	40%	40%	40%	40%	40%	40%
AAF Flanders	40%	40%	40%	40%	40%	40%	40%	40%	40%
Filtration Group	40%	40%	40%	40%	40%	40%	40%	40%	40%
Other Manufacturers	40%	40%	40%	40%	40%	40%	40%	40%	40%

ALL zones will receive 40% off list price of most items from the above manufacturers. Inventory is housed in Richmond.

Other Fees	
Charge Card Processing Fees:	0 %

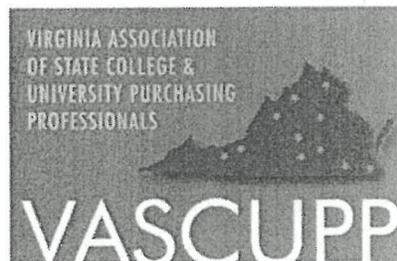


Request for Proposal

RFP# MPM-1166

HVAC Filters

November 8, 2022



REQUEST FOR PROPOSAL
RFP# MPM-1166

Issue Date: November 8, 2022
Title: HVAC Filters
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on December 7, 2022 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: See Special Terms and Conditions

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Air Filters Inc
3920 Industry Ave
Richmond, VA 23234

By: Donna F Romano
(Signature in Ink)

Name: Donna F Romano
(Please Print)

Date: 12/1/22

Title: Director of Administration

Web Address: airfiltersinc.com

Phone: 804-271-9585

Email: dromano@airfiltersinc.com

Fax #: 804-271-8277

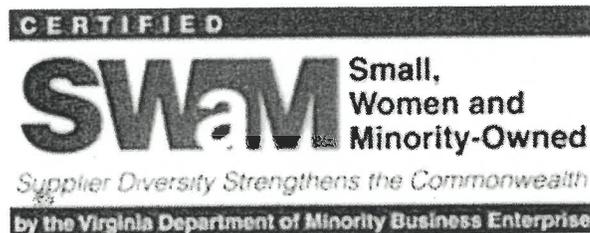
ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 DR #2 DR #3 DR #4 DR #5 DR (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
 YES; NO; IF YES => SMALL; WOMAN; MINORITY IF MINORITY: AA; HA; AsA; NW; Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

II. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

Air Filters, Inc. (AFI) is certified by the State of Virginia as a Small Business.



IV. STATEMENT OF NEEDS

IV. A. Services

AFI service activities related to the use of air filters encompass the following:

- Custom fabrication of filters to your exact specifications
- Consultation to troubleshoot air flow problems
- Suggest ways to lower total energy cost of HVAC system
- Recommendations to lower total cost ownership
- Perform on site filter surveys as needed
- Follow up of systems performance
- Provide and recommend indoor air products and solutions
- Suggest alternate products and/or methods to improve systems
- Introduce new product development in our industry
- Provide test performance information on filters
- Hold training sessions onsite at client's facilities
- Respond within 24 hours of client's notification
- Deliver product in the most economical and efficient manner

To provide value and support for your facility management staff, from time to time and upon your request Air Filters Inc. will conduct air filtration training sessions on your campus. Manufacturers' sales and engineering personnel may assist in certain situations to educate, inform and communicate ways to obtain additional value from our products and services.

Over the years AFI has developed a huge resource of technical information regarding air filters, which proves helpful to both our staff and yours. Included in this library of resources are technical papers, segment brochures, application brochures, internal test reports, external test reports, catalogs, product sheets, instruction manuals, preformatted specifications, sales drawings, product flyers, video resources and Power Point presentations.

This Request for Proposal does not denote on-site services other than surveys and training; however, Air Filters Inc. stands behind its work to always ensure customer satisfaction.

AFI's resources also include the most high-tech versions of energy-saving software in the industry:

LCC Green Energy-Saving Tool

Camfil Farr introduced filter life-cycle costing software in the early nineties. It has evolved over the years to include data from hundreds of filters, both Camfil Farr and competitive. The latest version, Camfil Farr LCC Green, considers filter efficiency, filter life, filter change labor, filter cost, disposal costs and allows for varied inputs for these factors plus the largest filter expense, energy usage. The program data is based upon real-life data collected at facilities around the world for real-world results, as opposed to theoretical calculations.

Although behind-the-scenes calculations are intricate, the inputs are relatively simple. They include filter efficiency (with selection choices based upon recommendations from cognizant authorities) and cost parameters for the filter, labor, energy and disposal costs. Criteria also is included with guidance for inputting the specific air quality parameters for a geographic area base using data from cognizant authorities, such as the United States Environmental Protection Agency (EPA).

Chemical/Carbon Filter Software Program

The Camfil Farr chemical/carbon selection program is designed to help users and design engineers estimate lifetime and efficiency of chemical/carbon filters against specific target gases at given concentrations.

These cutting-edge software programs clearly demonstrate Camfil Farr's continuing commitment to serving our customers and optimizing filter selection for the microelectronics industry.

IV. E. 1. Availability of Products

MFR	PART NO.	DESCRIPTION	MERV-A	UM	Lead-time/ Days
Camfil Farr	F054862005	24x24x1 HC MV8 Pleat	8	EA	5
Camfil Farr	F049880005	24x24x2 HC MV8 Pleat	8	EA	5
Camfil Farr	F059413005	24x24x4 HC MV8Pleat	8	EA	5
Camfil Farr	F405617A30	24x24x30 HFESM11 10POC Bag	11	EA	10
Camfil Farr	F405617A22	24x24x22 HFESM11 10POC Bag	11	EA	10
Camfil Farr	F405617A12	24x24x12 HFESMV11 10POC Bag	11	EA	10
Camfil Farr	F405618A30	24x24x30 HFESMV13 10POC Bag	13	EA	10
Camfil Farr	F405618A22	24x24x22 HFESMV13 10POC Bag	13	EA	10
Camfil Farr	F405618A12	24x24x12 HFESMV13 10POC Bag	13	EA	10
Camfil Farr	F405619A30	24x24x30 HFESMV14 10POC Bag	14	EA	10
Camfil Farr	F405619A22	24x24x22 HFESMV14 10POC Bag	14	EA	10
Camfil Farr	F405619A12	24x24x12 HFESMV14 10POC Bag	14	EA	10
Camfil Farr	F855086011	24 x 24 x 6 Compac MV13	EACH	13	EA 10
Camfil Farr	F855086021	24 x 24 x 6 Compac MV14	EACH	14	EA 10
Camfil Farr	*F855086031	24 x 24 x 6 Compac MV15	EACH	15	EA 10
Filtration Group	FG21608	24x24x4 Extended Surface Mini-Pleat	11	EA	10
American Air	AAF3014883024	24x24x6 Extended Surface Mini-Pleat	11	EA	10
AirGuard	AG1123404	24x24x4 Extended Surface Mini-Pleat	11	EA	10

IV. I. Products

Detailed information, related to the Products currently used by the University, are noted in Addendum 1: PRODUCTS. *

IV. J. Approach

1. Process, Methodology, and Work Plan

AFI's plans and methodology are to always place the most effective filter in each HVAC system using Life Cycle Cost* to achieve the lowest total cost ownership (TCO).

*Life Cycle Cost (LCC)

Energy consumption - From a long-term perspective, it is evident that the energy consumption is the major overall cost of a filter.

The Life Cycle Cost for a filter is the cost of these:

Filters
Labor (installation and replacement)
Energy consumption
Cleaning of ventilation system
+ Disposal of used filters
=
Life Cycle Cost (LCC)

70% of the cost is energy!

Calculations reveal that energy normally accounts for 70 % of the total LCC of the system. The energy consumption is directly proportional to the average pressure drop over the filter.

Choosing the right filter saves energy

Camfil Farr has been a pioneer in designing low average pressure drop filters in all filter classes for the last 40 years. Many assume that filter efficiency is the largest contributor to initial pressure drop; however, filter design has the greatest potential for impact.

Beware of Camfil Farr imitations

A rival filter with the same number of pockets will not necessarily have the same average pressure during its lifetime. In the case of bag filters, our unique tapered stitch allows full utilization of the media resulting in extended life and low energy cost. Having established that Camfil Farr has the lowest average pressure drop, you can then select a filter that achieves the desired IAQ level for your application.

All client service and interaction are guided by AFI's Mission Statement:

- To provide quality, competitively priced products which are supplied in a timely and efficient manner;
- To ensure excellent, personable service;
- To support sales with a knowledgeable, trained staff; and,
- To sustainably protect the environment through up-to-date filtration methods,
- all to guarantee customer satisfaction and company growth.

Experience

With more than 50 years of overall service, AFI offers extensive experience in serving Virginia's institutions of higher education, including

- George Mason University
- James Madison University
- Radford University
- University of Virginia
- Virginia Tech

See Section V.B.6. VASCUPP Member Institutions for additional information.

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

NUMBER
2705090785

EXPIRES ON
12-31-2022

BOARD FOR CONTRACTORS
CLASS B CONTRACTOR
INVALID ON JOBS \$120,000 OR MORE
CLASSIFICATIONS ENV



AIR FILTERS INCORPORATED
3920 INDUSTRY AVE
RICHMOND, VA 23234

DPOR

Harold Braz-Vaughan, Director
Harold Braz-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)



Directory Listing

MWAA last updated on
NOV 11,
2022 04:16
AM EST

- Certification Type
- NIGP
- NAICS
- City
- ZIP Code
- Business Category

All contains SOUTHEASTERN ENGINEERING

Match found 1

Sort by:

Show entries:

Exporting...

Applied Filters Reset filters

Southeastern Engineering Sales, Inc.

DBA: Tidewater Air Filter Fabrication Company

Marcia F. Grubbs
 1001 Port Walthall Drive
 Colonial Heights, VA 23834
 Phone: (804) 526-2984
 Fax: (804) 526-8370
 marcia@seengsales.com
 (mailto:marcia@seengsales.com)

Certification Number: 656815

SWaM Certification Type:

Small Start Date: 12-09-2019
 SWaM Expiration Date: 12-09-2024

NIGP Code and Description:

03143	Filter Coating, Adhesive, Coil Cleaners, Degreasing Solvents, etc.
03144	Filters, Air Conditioning/Furnace (Permanent Type)
03145	Filters, Air Conditioning/Furnace

	(Disposable Types)
03149	Filter Frames, Metal
17533	Filter Paper and Membranes
55734	Filters: Air, Fuel, Oil, etc.
63520	Filter Pads, Paint Arrester
88508	Activated Carbon and Filter Elements
72000	PUMPING EQUIPMENT AND ACCESSORIES
03111	Blowers: Industrial Types
03129	Dampers, Motorized
03133	Duct, Fabricated, Metal
03140	Fans, Industrial Types: Attic, Exhaust, Forced Draft, etc. (Including Fan Blades and Fan Parts)
03178	Roof Ventilators, Power Driven (Including Recycled Types)
03191	Unit Heaters, Electric (Duct and Suspended Types)
69152	Motors (AC, DC, Vector Duty, Washdown, Brake, Stainless) (Also See Class 285)

Pcard: Y

Business Category: Wholesale Trade

3. Primary Points of Contact

Donna Romano

Director of Administration

dromano@airfiltersinc.com

804-271-9585

Ed Gerndt

Sales Engineer

egerndt@airfiltersinc.com

804-814-3081

4. Invoicing Procedure and Sample

Invoices are processed upon completion of shipment.

Customer P.O.		Ship VIA	F.O.B.	Terms			
CC 117388		WARD	ALLOW	Credit Card			
Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount	
F049880005	EACH	72	72	0	7.30	525.60	
24 x 24 x 2 Farr 30/30			Whse: 000				
F049880004	EACH	60	60	0	5.60	336.00	
25 x 16 x 2 Farr 30/30			Whse: 000				
F049880002	EACH	60	60	0	5.32	319.20	
20 x 20 x 2 Farr 30/30			Whse: 000				
PALLETIZE WITH CORNERS							
Net Invoice:						1,180.80	
Less Discount:						0.00	
Freight:						0.00	
Sales Tax:						0.00	
Invoice Total:						1,180.80	

5. Services and Associated Costs

AFI includes the following services AT NO COST:

- Consultations and inspections
- Training seminars
- Filter installation when contracted
- Odor, fume, and scale removal
- Quick-ship shipping/ filters palletized, wrapped with corners to prevent damage claims
- Response to customer service request within one business day after receiving notification.
- Product support including technical assistance, troubleshooting air filter problems, product recommendations, alternate product recommendations and follow-up on product performance.
- Manufacturer technical engineering support as needed.
- Site surveys and training.
- Timely communications related to changes in product design and/or performance specifications.

See an additional example of service in Addendum 2: Tools for Schools

V. Proposal Submission

V. B. 2. Plan and Methodology

See Section IV. J. 4.

V. B. 3. Narrative

*AFI is headquartered in Richmond, Va.
with representatives in Roanoke and Tidewater.*



Air Filters Inc. (AFI) offers quality filtration products and services for commercial and industrial applications, ranging from small to large-scale in scope. As one of Virginia's largest stocking distributors of filtration products, AFI is your one-stop source for all filtration needs.

Since 1962, AFI has served clients across the U.S and beyond with an extensive range of quality products; efficient, knowledgeable service; and filter problem solving.

AFI's specialty products include:

- Custom-sized air filters
- Indoor air quality products
- Dust collection cartridges
- Hydraulic cartridges and filters
- Lint removal
- Ultra violet lamps

AFI Staff Resumes

ED GERNDT

Sales Representative

- 38 years of experience in HVAC and plumbing industry
- 9 years of tenure with AFI
- Graduated from James Madison University,
- Experienced with system surveys, problem solving, enhanced applications



V. B. 4. Offeror Data Sheet

See Attachment A.



V. B. 5. Small Business Subcontracting Plan

AFI uses no subcontractors.



V.B.6. Listing of VASCUPP Members

Total Purchases from AFI during last 12 months:

- University of Mary Washington	\$23,000
- James Madison University	\$208,325
- Radford University	\$45,100
- University of Virginia	\$40,690
- Virginia Tech	\$56,200

V.B.7. Proposed Costs

See Section X.

VII. General Terms and Conditions

AFI agrees to follow all Terms and Conditions as presented.

VIII. Special Terms and Conditions

AFI agrees to follow all Terms and Conditions as presented.

IX. Method of Payment

AFI agrees to Method of Payment as presented.

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

PRICING: SEE ADDENDUM 3, Page 58

The offeror shall provide incentives and/or increased discounts that would be offered if multiple VASCUPP institutions utilize the contract for goods and offered services. A list of VASCUPP member schools can be found at www.vascupp.org.

- A. Specify any associated charge card processing fees, if applicable, to be billed to the University:

Add additional rows as needed to list all rates for labor and services as well as goods and equipment offered.

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Regular Time Labor Rates (7:30 a.m. to 4:00 p.m. Monday – Friday)* Service Rates									
"Position"		N/A							
Labor Rate \$/hour									
"Position"		N/A							
Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)* Services Rates									
"Position"		N/A							
Labor Rate \$/hour									
"Position"		N/A							
Labor Rate \$/hour									

PRICING SCHEDULE BY ZONE									
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
Products and Equipment (List by Manufacturer and Discount rate offered)									
Manufacturer	% Off List Discount Offered by Zone								
	40%		40%	40%	40%	40%	40%	40%	40%
CAMFIL		40%							
AIRGUARD		40%							
AAF FLANDERS		40%							
FILTRATION GROUP		40%							

ALL zones will receive 40% off list price of most items from the above manufacturers. Inventory warehoused in Richmond.

Other Fees	
Charge Card Processing Fees:	0.00 %

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years 60 Months _____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
University of Virginia	7 yrs	500 Edgemore Dr Charlottesville	Randy Campbell 434-924-909
Middle River Regional Jail	9 yrs	P.O. Box 2747 Staunton Va 24402	Rob Clements 540-245-592
University of Mary Washington	9 yrs	Fredericksburg, Va	Tim Wallace 540-273-099
Atlantic Constructors	35 yrs	Richmond, Va 23234	James East 804-222-2222
Ignone	15 yrs	Mt. Crawford, Va	Melissa Cook 540-437-7321

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Donna Romano Air Filters Inc 3920 Industry Ave Richmond Va 2323
 Ed Geradt " " "

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?

[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan
Offeror Name: Air Filters Inc Preparer Name: Donna Romero

Date: _____
Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ___ No X
If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes X No ___
If yes, certification number: 656815 Certification date: 12/09/2024

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ___ No X
If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes ___ No X
If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
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 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<p><u>Zone 1</u> George Mason University (Fairfax)</p> <p><u>Zone 4</u> University of Mary Washington (Fredericksburg)</p> <p><u>Zone 7</u> Longwood University (Farmville)</p>	<p><u>Zone 2</u> James Madison University (Harrisonburg)</p> <p><u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)</p> <p><u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)</p>	<p><u>Zone 3</u> University of Virginia (Charlottesville)</p> <p><u>Zone 6</u> Virginia Commonwealth University (Richmond)</p> <p><u>Zone 9</u> University of Virginia - Wise (Wise)</p>
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ADDENDUM 1 (Related to Section IV. I Product Information):

Camfil Farr 30/30

1.0 General

1.1 - Air filters shall be medium efficiency ASHRAE pleated panels consisting of cotton and synthetic media, welded wire media support grid, and beverage board enclosing frame.

1.2 - Sizes shall be noted on drawings or other supporting materials.

2.0 Construction

2.1 - Filter media shall be a cotton and synthetic blend, lofted to a uniform depth of 0.15", and formed into a uniform radial pleat.

2.2 - A welded wire grid, spot-welded on one-inch centers and treated for corrosion resistance shall be bonded to the downstream side of the media to maintain radial pleats and prevent media oscillation.

2.3 - An enclosing frame of no less than 28-point high wet-strength beverage board shall provide a rigid and durable enclosure. The frame shall be bonded to the media on all sides to prevent air bypass. Integral diagonal support members on the air entering and air exiting side shall be bonded to the apex of each pleat to maintain uniform pleat spacing in varying airflows.

3.0 Performance

3.1 - The filter shall have a Minimum Efficiency Reporting Value of MERV 8 when evaluated under the guidelines of ASHRAE Standard 52.2-2007. It shall also have a MERV-A of 8 when tested per Appendix J of the same standard. The media shall maintain or increase in efficiency over the life of the filter.

3.2 - Initial resistance to airflow shall not exceed 0.23", 0.31" or 0.27" w.g. at an airflow of 350, 500 or 500 fpm on 1", 2" or 4" deep models respectively.

3.3 - The filter shall have an Energy Cost Index (ECI) value of five stars.

3.4 - The filter shall be listed by Underwriters Laboratories as UL Class 900.

3.5 - Manufacturer shall provide evidence of facility certification to ISO 9001:2008.

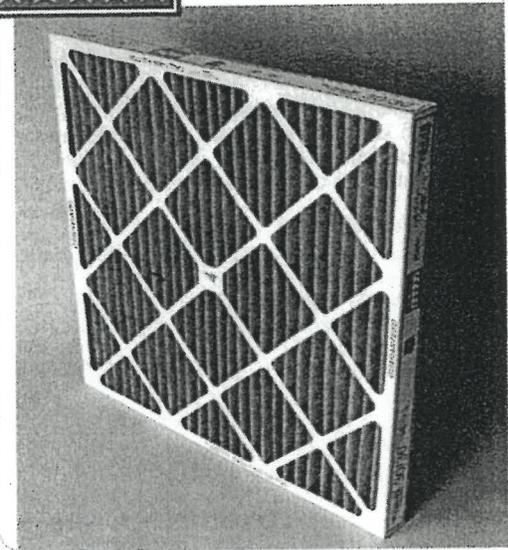
3.6 - Manufacturer shall guarantee the integrity of the filter pack to 2.0" w.g.

Supporting Data - Provide product test report including all details as prescribed in ASHRAE Standards 52.2, including Appendix J.
Filter shall be Camfil Farr 30/30 or equal.



Farr 30/30[®]

High-Capacity MERV 8 Pleated Panel Filter



The Camfil Farr 30/30 has set the industry standard for pleated panel filters since 1963. With over 45 design enhancements, it continues to provide the industry's best value for medium efficiency filtration.

Setting the standard by which other pleated filters are judged, modern media manufacturing techniques and proprietary technological advancements ensure that the 30/30 is:

- Guaranteed to perform at the rated efficiency, or better, throughout the life of the filter.
- Guaranteed to last longer than any other pleated panel filter available.



Performing at MERV 8, using a mechanical particle capture principle, the 30/30 will not drop in efficiency while in service as will other pleated panel filters that incorporate an electret charge to obtain a MERV 8 value.

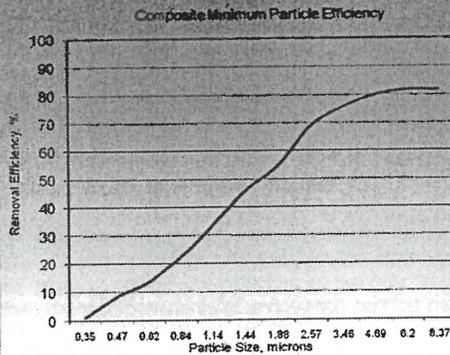
Its radial pleat design provides the longest life and lowest average pressure drop reducing the number of filter changes so your facility will use less fan power to move air through the filter.

The high wet-strength beverage frame and welded wire media backing provide structural integrity in any type of HVAC application virtually eliminating the additional costs associated with filter bypass or filter failure.

Available in 1", 2" or 4" deep configurations, the 30/30 is ideal for commercial, industrial, institutional or any other application where the ultimate level of protection of equipment and indoor air quality is a concern.

The 30/30 has an Energy Cost Index (ECI) of five stars, the highest performance rating available.

The best performing pleated panel filter — guaranteed!



Composite minimum efficiency values of the 30/30 when evaluated per ASHRAE Standard 52.2-2007. The 30/30 has a MERV of 8 and MERV-A of 8 when tested per appendix J.

¹ A 5-Star rating indicates that this filter performs in the top 20% of all products of similar construction in the HVAC industry. Factors of consideration include maintained efficiency, energy usage and resistance to air flow. Detailed evaluation information is available from your Camfil sales outlet or on the web at www.camfilfarr.com.

Camfil Farr 30/30®

Exclusive MERV 8 Performance from Camfil Media



The highest media weight, more than any other pleated panel filter, and uniform lofting for high dust holding capacity, ensure that the 30/30 will last longer in any HVAC application.

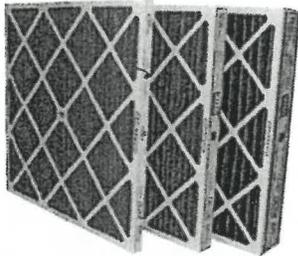
The 30/30 media is manufactured from a proprietary blend of fibers that incorporate a mechanical principle of particle capture. The filter does not require an electret charge which would dissipate and reduce filter's efficiency after minimal hours of operation in a system. The media is lofted to a uniform depth to enhance the depth-loading characteristic and ensure the longest life of any pleated filter available. The high-loft also offers a lower resistance to airflow so fan horsepower required to move air through the filter is minimized. Camfil evaluates the quality of all incoming raw materials to maintain product integrity as part of a rigorous quality control program.

Welded Wire Grid Maintains Radial Pleat Design

The media is formed into a radial pleat for uniform dust loading and full use of the media area. V-style pleats blind while loading preventing full utilization of the media area and increasing the filters pressure drop resulting in increased energy usage. A welded wire grid, spot welded on one-inch centers maintains each radial pleat and maintains media stability through varying airflows.



Rounded radial pleats, instead of v-shape pleats, allow full usage of media area.



Diagonal support members, glued to each pleat at its apex, helps maintain pleat stability and filter rigidity.

High Wet-Strength Beverage Board Frame

The high wet-strength beverage board frame, the thickest board in the industry, creates a stable and non-yielding media pack. Filter bypass is virtually eliminated because the filter fits securely in the filter holding mechanism. The media is bonded to the frame ensuring that all of the air seen by the filter will be treated by the filter. Diagonal support members are bonded to each pleat to maintain pleat spacing and add stability to the pack through bridge-style engineering. The 30/30 is guaranteed to 2.0" w.g. of pressure filter without failure. Costly filter blowouts and compromising of HVAC system cleanliness is eliminated.



ISO 9001:2008 Certified Quality Control

Every 30/30 filter is identified on the frame with a unique manufacturing code that allows us to analyze every component of construction from raw materials to the point where the product is boxed for shipping. Filters are inspected for structural integrity so they are capable of operating in the harshest HVAC system conditions. The adhesiveness of diagonal support members to pleat apexes is inspected so pleat spacing is uniform to provide longer filter life. Each media lot is laboratory tested to confirm consistent performance and individual filters are submitted from each manufacturing facility on a strict schedule for ASHRAE 52.2 testing in our world-class testing facility.

The standard of the industry, by Camfil.

Used in many systems as a prefilter, the 30/30 extends the life of final filters by capturing larger contaminant and thereby allowing the final filters to concentrate on removing smaller particles such as those that are respirable and can cause lung damage. The 30/30 is also an excellent choice when applied as the only filter in a system to keep coils clean and maintain efficiency, and protect building occupants from contaminants of annoyance such as pollen, plant spores, atmospheric dusts and other indoor air irritants.



Unprecedented Industry Guarantee

If our filters don't outlast and outperform your current filters, we'll replace them, FREE. For guarantee details and a distributor list, visit www.camfil.com.

www.camfil.com

PERFORMANCE DATA

Camfil Farr 30/30®

2" Deep Filter (actual filter depth 1.75")

Part Number	Nominal Depth (inches)	Nominal Size (inches)	Actual Size (inches)			Initial Resistance (inches w.g.)	Airflow Capacity (cfm)	Total Media Area (sq. ft.)	Pleats per Linear Foot
			Depth	Height	Width				
049880-019	2	16 x 16	1.75	15.50	15.50	0.31	890	7.8	15 pleats per linear foot
049880-008		20 x 10		19.50	9.50		700	6.0	
049880-009		20 x 14		19.50	13.50		975	8.3	
049880-007		20 x 12		19.50	11.88		835	7.4	
049880-011		20 x 15		19.50	14.50		1045	9.3	
049880-001		20 x 16		19.50	15.50		1100	9.9	
049880-013		20 x 18		19.50	17.50		1250	10.8	
049880-002		20 x 20		19.50	19.50		1390	11.9	
402271-007		20 x 30		19.50	29.50		2085	18.2	
049880-006		24 x 12		23.38	11.38		1000	8.4	
049880-015		24 x 18		23.50	17.50		1500	13.0	
049880-012		24 x 20		23.50	19.50		1670	14.3	
049880-005		24 x 24		23.38	23.38		2000	17.3	
049880-010		25 x 14		24.50	13.50		1220	10.4	
049880-020		25 x 15		24.50	14.50		1300	11.6	
049880-016		24 x 16		24.50	15.50		1335	11.8	
049880-004		25 x 16		24.50	15.50		1390	12.4	
049880-014		25 x 18		24.50	17.50		1565	13.5	
049880-003		25 x 20		24.50	19.50		1740	14.9	
049880-018		25 x 25		24.50	24.50		2170	19	

1" Deep Filter (actual filter depth 0.88")

Part Number	Nominal Depth (inches)	Nominal Size (inches)	Actual Size (inches)			Initial Resistance (inches w.g.)	Airflow Capacity (cfm)	Total Media Area (sq. ft.)	Pleats per Linear Foot
			Depth	Height	Width				
404207-003	1	10 x 10	0.88	9.50	9.50	0.23	240	1.6	16 pleats per linear foot
054862-025		12 x 12		11.50	11.50		350	2.5	
404207-005		16 x 12		15.50	11.50		470	3.3	
054862-012		16 x 16		15.50	15.50		620	4.3	
054862-009		20 x 7		19.50	6.50		340	2.4	
054862-016		20 x 10		19.50	9.50		490	3.3	
054862-019		20 x 12		19.50	11.50		580	4.1	
054862-006		20 x 14		19.50	13.50		680	4.6	
054862-008		20 x 15		19.50	14.50		730	5.1	
054862-001		20 x 16		19.50	15.50		780	5.4	
054862-020		20 x 18		19.50	17.50		880	6.1	
054862-002		20 x 20		19.50	19.50		970	6.6	
054862-021		22 x 22		21.50	21.50		1180	8.2	
054862-022		24 x 10		23.50	9.50		580	4.0	
054862-010		24 x 12		23.50	11.50		700	4.9	
404207-004		24 x 14		23.50	13.50		820	5.5	
054862-015		24 x 16		23.50	15.50		970	6.7	
054862-028		24 x 18		23.50	17.50		1050	7.3	
054862-011		24 x 20		23.50	19.50		1165	8.0	
054862-005		24 x 24		23.50	23.50		1400	9.8	
054862-023		25 x 10		24.50	9.50		610	4.1	
054862-024		25 x 12		24.50	11.50		730	5.2	
054862-007		25 x 14		24.50	13.50		850	5.7	
054862-013		25 x 15		24.50	14.50		910	6.4	
054862-004		25 x 16		24.50	15.50		970	6.7	
054862-017		25 x 18		24.50	17.50		1100	7.6	
054862-003		25 x 20		24.50	19.50		1215	8.3	
054862-014		25 x 25		24.50	24.50		1520	10.5	



Farr 30/30®

High-Capacity MERV 8 Pleated Panel Filter

PERFORMANCE DATA (continued)

4" Deep Filter (actual filter depth 3.75")

Part Number	Nominal Depth (inches)	Nominal Size (inches)	Actual Size (inches)			Initial Resistance (inches w.g.)	Airflow Capacity (cfm)	Total Media Area (sq. ft.)	Pleats per Linear Foot
			Depth	Height	Width				
059413-004	4	20 x 16	3.75	19.38	15.38	0.27	1100	15.7	11 pleats per linear foot
059413-003		20 x 20		19.38	19.38		1390	18.9	
059413-002		24 x 12		23.38	11.38		1000	13.9	
059413-009		24 x 18		23.38	17.38		1500	20.2	
059413-008		24 x 20		23.38	19.38		1670	22.7	
059413-001		24 x 24		23.38	23.38		2000	27.7	
059413-005		25 x 16		24.38	15.38		1390	19.7	
059413-006		25 x 20		24.38	19.38		1740	23.6	
059413-010		25 x 25		24.38	24.38		2170	30.0	
059413-007		25 x 29		24.38	28.38		2520	35.4	

Data Notes:

- 1.0" w.g. recommended final resistance for all depths. System design may dictate an alternative changeout point. Contact factory for guidance.
- The 30/30 has been listed by Underwriters Laboratories as UL 900.
- Maximum operating temperature 200° F (93° C).
- 2" and 4" deep filters rated at 250 feet per minute (fpm) medium and 500 fpm high. 1" deep filter's rated at 175 fpm medium and 350 fpm high.
- For product specification in RTF format please go to www.camfil.com.



4" deep 30/30 is available with a header for side-access housing installation. Request Product Sheet 1003.

Specification

1.0 General

- 1.1 - Air filters shall be medium efficiency ASHRAE pleated panels consisting of cotton and synthetic media, welded wire media support grid, and beverage board enclosing frame.
- 1.2 - Sizes shall be noted on drawings or other supporting materials.

2.0 Construction

- 2.1 - Filter media shall be a cotton and synthetic blend, lofted to a uniform depth of 0.15", and formed into a uniform radial pleat.
- 2.2 - A welded wire grid, spot-welded on one-inch centers and treated for corrosion resistance shall be bonded to the downstream side of the media to maintain radial pleats and prevent media oscillation.
- 2.3 - An enclosing frame of no less than 28-point high wet-strength beverage board shall provide a rigid and durable enclosure. The frame shall be bonded to the media on all sides to prevent air bypass. Integral diagonal support members on the air entering and air exiting side shall be bonded to the apex of each pleat to maintain uniform pleat spacing in varying airflows.

3.0 Performance

- 3.1 - The filter shall have a Minimum Efficiency Reporting Value of MERV 8 when evaluated under the guidelines of ASHRAE Standard 52.2. It shall also have a MERV-A of 8 when tested per Appendix J of the same standard. The media shall maintain or increase in efficiency over the life of the filter.
 - 3.2 - Initial resistance to airflow shall not exceed 0.23", 0.31" or 0.27" w.g. at an airflow of 350, 500 or 500 fpm on 1", 2" or 4" deep models respectively.
 - 3.3 - The filter shall have an Energy Cost Index (ECI) value of five stars.
 - 3.4 - Filter shall be listed UL 900 by Underwriters Laboratories.
 - 3.5 - Manufacturer shall provide evidence of facility certification to ISO 9001:2008.
 - 3.6 - Manufacturer shall guarantee the integrity of the filter pack to 2.0" w.g.
- Supporting Data** - Provide product test report including all details as prescribed in ASHRAE Standards 52.2, including Appendix J. Air filters shall be Camfil Farr 30/30 or equal.

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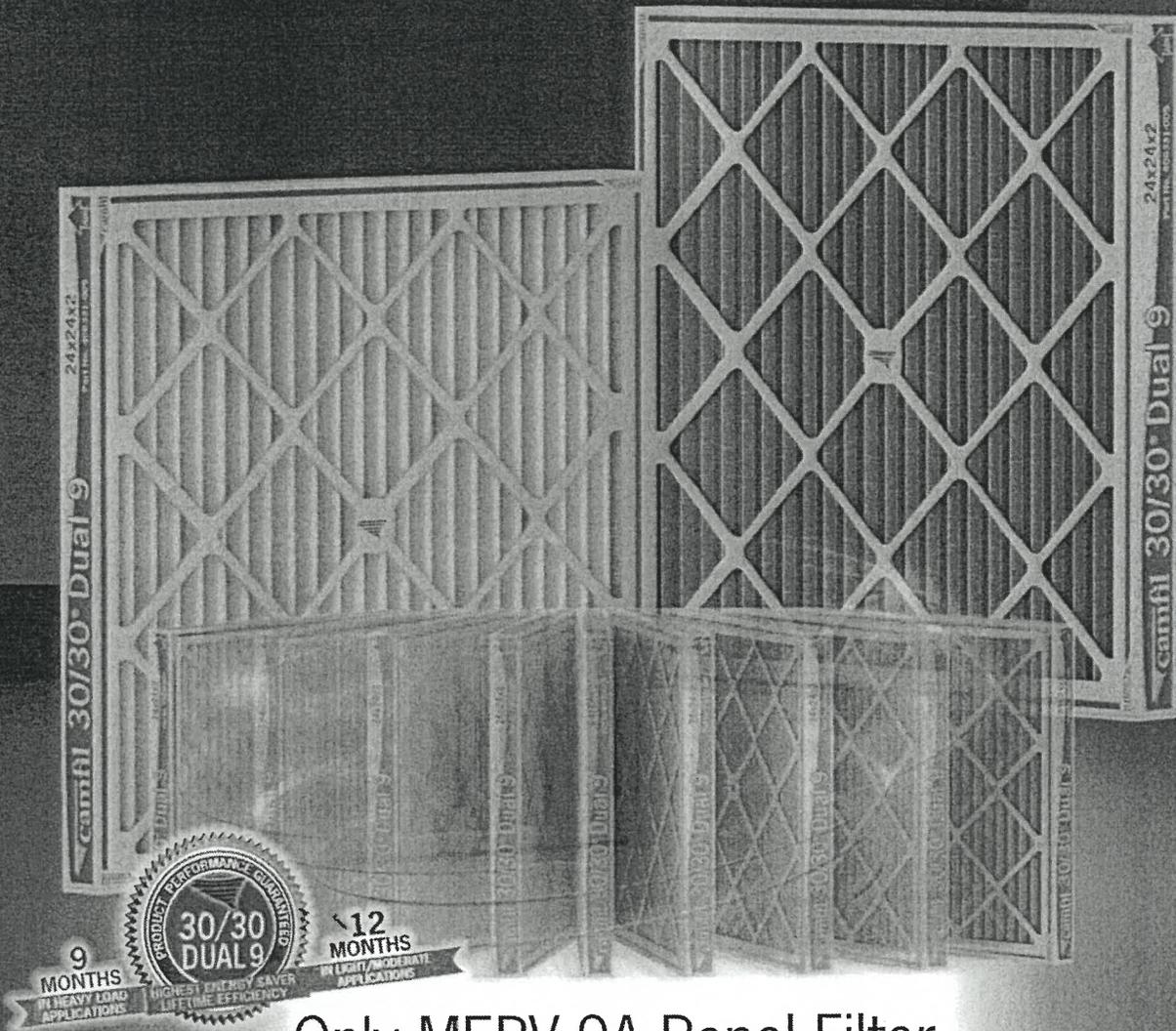
Camfil | 1 North Corporate Drive, Riverdale, NJ 07457 | Tel: (973) 616-7300



30/30[®] Dual 9

High Capacity MERV 9/9A and ePM₁₀ - 55 Pleated Panel Air Filter

Camfil has reinvented an entire product category



Only MERV 9A Panel Filter
Guaranteed to Last 9 - 12 Months

CLEAN AIR SOLUTIONS



30/30® Dual 9

High Capacity MERV 9/9A and ePM₁₀-55 Pleated Panel Air Filter

DUAL 9 SETS A NEW STANDARD IN THE AIR FILTRATION INDUSTRY.

This is a Game Changer.

What is Dual 9?

Dual 9 is a breakthrough product where every component has been engineered to deliver the highest level of continuous particle removal, with the lowest energy consumption and longest service life. The Dual 9 comes with dual but equal MERV ratings (MERV 9 and MERV 9A), a dual layered gradient density media and dual performance guarantee options of 9 or 12 months.



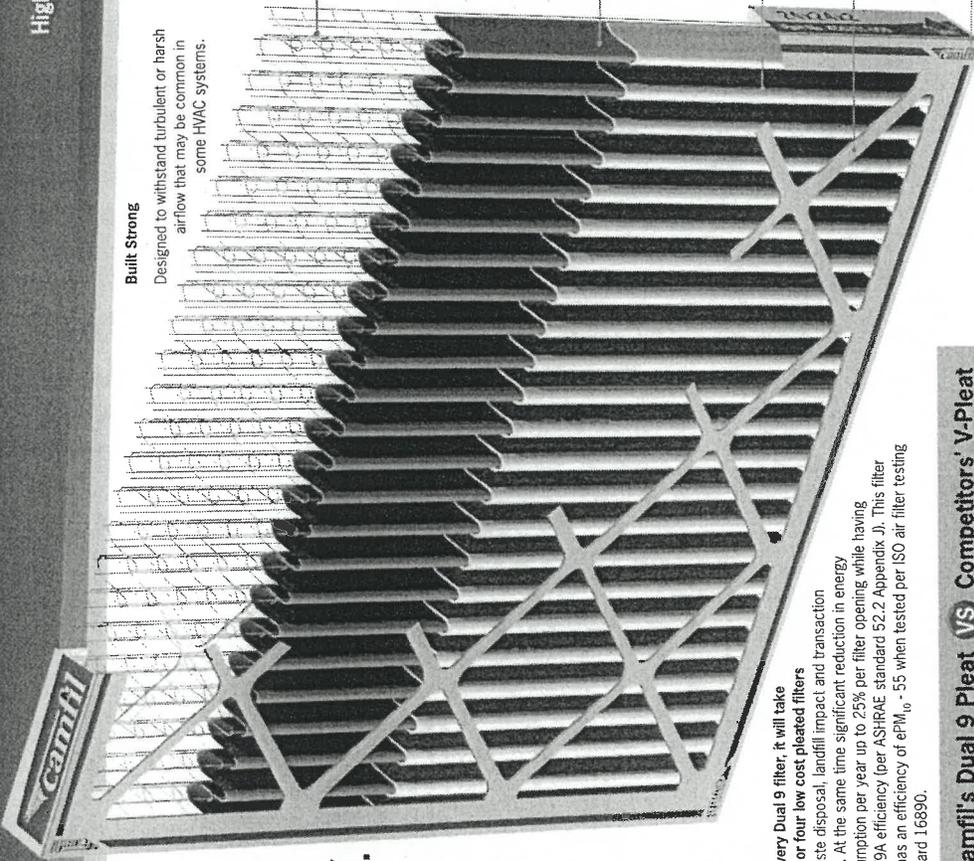
Camfil, the First Innovator is still the Only Innovator.

Camfil asked users what they wanted in pleated panel filters and three objectives stood out:

1. Longest possible service life to reduce the need for frequent filter changes thus saving labor resources for more critical maintenance projects.
2. Reduced energy consumption in line with corporate cost saving and sustainability objectives.
3. Improved filtration for better protection of HVAC equipment — reduces the need for coil and system cleaning by 25%-50% compared to lower efficiency MERV 8 and MERV 7 solutions.

Built Strong

Designed to withstand turbulent or harsh airflow that may be common in some HVAC systems.



Welded Steel Grid with Corrosion Inhibitor

A crossed wire grid, spot welded on one inch centers, provides industrial grade support to hold pleat formation throughout service life.

Proprietary Dual High Lofted Fibers

New media technology - Dual layered media combines two filtration layers in one package. Upstream white layer designed for larger particles and downstream green layer designed for finer particles. Combined solution provides a dust holding capacity 4 times higher than general commercial grade pleats.

Radial Pleats

Radial pleats expose all of the media area to the dirty airstream providing lower pressure drop and higher dirt holding capacity.

Diagonal Support

Diagonal support members bonded to the media maintain pleat separation and ensure filter rigidity.

Moisture Resistant Frame Board

28-point high wet-strength frame board is resistant to moisture and has a high tensile strength.

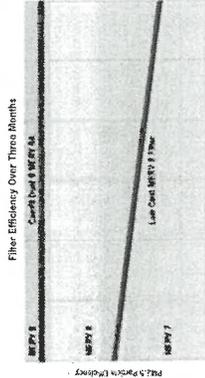
Available in 1", 2" and 4" Depths



5-Star ECI Rating

We Guarantee It!

Don't think it's too good to be true! Camfil was the first air filtration manufacturer to offer a written performance guarantee on product performance and now we have raised the bar to the highest level ever — providing our customers the highest "Total Cost of Ownership" value proposition with no risk.



Area between the efficiency lines reflects particulate passing through the filter, collecting on secondary filters, heating and cooling coils, all hinder total ventilation operating efficiency.

Built to last. Tested for proof.

30/30® Dual 9 media is manufactured from a proprietary blend of fine fibers utilizing a mechanical particle capture principle.

The Dual 9 media was put through three years of real life testing to ensure performance under real life conditions and to establish the only guarantee of its kind, highest energy saver, lifetime efficiency, and lasts 9 to 12 months...Guaranteed!

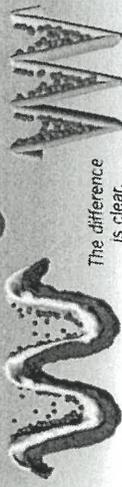
The electret charge of the competitors' coarse fiber filters dissipates over time resulting in a loss of efficiency long before what should be a full life cycle.



Camfil's filters are rated as 5-Star filters through the Energy Cost Index (ECI) program. Based upon a five-star scale, the Energy Cost Index is an indicator of what a filter will cost over its lifetime. The best rating — five stars — indicates that the filter is the most energy-efficient, longest lasting filter available.

For every Dual 9 filter, it will take three or four low cost pleated filters — waste disposal, landfill impact and transaction costs. At the same time significant reduction in energy consumption per year up to 25% per filter opening while having MERV9A efficiency per ASHRAE standard 52.2 Appendix J. This filter also has an efficiency of ePM₁₀-55 when tested per ISO air filter testing standard 16890.

Camfil's Dual 9 Pleat VS Competitors' V-Pleat



The difference is clear.

30/30® Dual 9 Pleat High Lofted Dual Media

- Gradient density, mechanical filtration media

Competitors' V-Pleat Coarse Fiber

- Utilize electrostatically enhanced media
- Short service life, high energy consumption and particle capture degradation below rated efficiency.



30/30[®] Dual 9

High Capacity MERV 9/9A and ePM₁₀ - 55 Pleated Panel Air Filter

1" Nominal depth Initial resistance (inches w.g.) 0.24" 16 Pleats per linear foot			
Part Number	Nominal Size	Airflow Capacity (cfm)	Media Area (sq ft.)
406330025	12x12	350	2
406330019	16x16	620	4
406330008	20x10	480	3
406330007	20x12	580	4
406330009	20x14	680	5
406330011	20x15	720	5
406330001	20x16	770	5
406330013	20x18	870	6
406330002	20x20	970	7
406330026	20x30	1450	10
406330027	22x22	1170	8
406330028	24x10	580	4
406330006	24x12	700	5
406330029	24x14	810	6
406330016	24x16	930	6
406330015	24x18	1050	7
406330012	24x20	1160	8
406330005	24x24	1400	10
406330030	25x10	600	4
406330031	25x12	720	5
406330010	25x14	850	6
406330020	25x15	910	6
406330004	25x16	970	7
406330014	25x18	1090	8
406330003	25x20	1210	8
406330018	25x25	1510	10

2" Nominal depth Initial resistance (inches w.g.) 0.30" 15 Pleats per linear foot			
Part Number	Nominal Size	Airflow Capacity (cfm)	Media Area (sq ft.)
406331099	12x12	500	4
406331019	16x16	880	8
406331022	16x25	1380	12
406331024	18x18	1120	10
406331008	20x10	690	6
406331007	20x12	830	7
406331009	20x14	970	8
406331011	20x15	1040	9
406331001	20x16	1110	10
406331013	20x18	1250	11
406331002	20x20	1380	12
406331023	20x24	1660	15
406331021	20x25	1730	15
406331026	20x30	2080	18
406331006	24x12	1000	8
406331016	24x16	1330	12
406331015	24x18	1500	13
406331012	24x20	1660	15
406331005	24x24	2000	17
406331010	25x14	1210	11
406331020	25x15	1300	11
406331004	25x16	1380	12
406331014	25x18	1560	14
406331003	25x20	1730	15
406331018	25x25	2170	19

4" Nominal depth Initial resistance (inches w.g.) 0.27" 11 Pleats per linear foot			
Part Number	Nominal Size	Airflow Capacity (cfm)	Media Area (sq ft.)
406332022	16x25	1380	19
406332001	20x16	1110	15
406332002	20x20	1380	19
406332023	20x24	1660	23
406332021	20x25	1730	24
406332006	24x12	1000	14
406332016	24x16	1330	18
406332015	24x18	1500	21
406332012	24x20	1660	23
406332005	24x24	2000	28
406332004	25x16	1380	19
406332003	25x20	1730	24
406332018	25x25	2170	30
406332020	25x29	2510	35



Unprecedented Industry Guarantee

We are so confident in our filter's performance, we are the only manufacturer that GUARANTEES our filters will hold their rated efficiency for their entire service life, 9 or 12 months based on the application. If our filters fail to hold a MERV 9 efficiency or fail to last 9 or 12 months, we'll replace them, FREE of charge.

Camfil GUARANTEES the 30/30 Dual 9 will last 9 months in heavy load applications and 12 months in light to moderate applications when operated at or below the rated airflow capacity for that filter.

For guarantee details, visit www.camfil.us.

1 North Corporate Drive | Riverdale, NJ 07457
 Phone: 973.616.7300 | Fax: 973.616.7771
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www.camfil.us

www.camfil.us

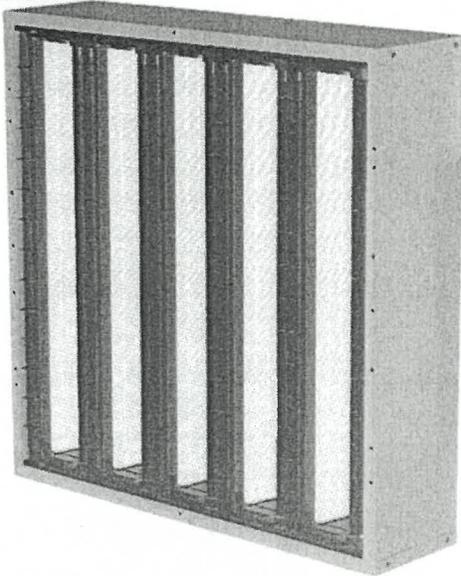
For further information, please contact your nearest Camfil office.



Durafil[®] Compac Box

High Efficiency, High Capacity, 6-Inch Deep V-bank Air Filter in a Box Design

ENERGY COST INDEX



The Durafil Compac Box is the first high performance 6-inch V-bank air filter box ever to be developed. The Compac delivers the optimal benefits of a "V" filter design previously unavailable for units with restricted space.

The Compac allows for easier handling, shorter installation times, requires less storage space and comes with a 40% weight reduction when compared to traditional 12-inch deep V-bank filters.

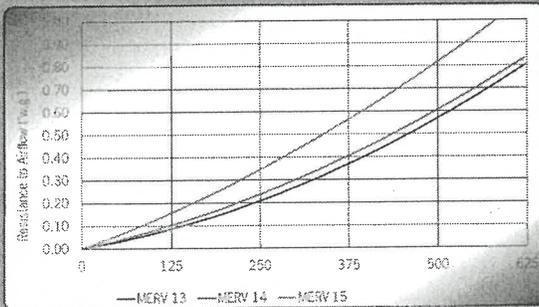
The Durafil Compac Box is available in three standard efficiencies:

- ASHRAE Standard 52.2 Appendix J ISO Standard 16890
- MERV 13/MERV-A 13A ePM₁-60%
- MERV 14/MERV-A 14A ePM₁-70%
- MERV 15/MERV-A 15A ePM₁-80%

The Durafil Compac Box includes:

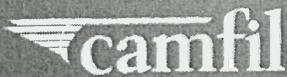
- Proprietary air filtration media, available only to Camfil, provides sustained mechanical efficiency throughout the filter's usable life.
- Newly designed high density pleat formation providing 20% more media surface area than traditional mini pleat filters.
- Exceptional service life and reduced energy cost when compared to traditional 12-inch deep V-bank filters.
- Single piece injection molded front plate for reduced bypass.
- Enclosed in a frame of corrosion-resistant galvanized steel.
- Includes all-metal diagonal support braces to ensure filter rigidity and media pack protection.
- Integrated plenum that reduces combined resistance when installed with a face mounted prefilter.
- Ability to carry four filters at a time, two in each hand, using unique interlocking box handles as opposed to only one traditional 12-inch V-bank box at a time.
- An overall footprint reduction of nearly 50% when compared to traditional 12-inch rigid box or V-bank filters.
- Availability in 4 sizes each with a guarantee up to 10" w.g.
- An ECI value of 4 stars.

Initial Resistance Versus Airflow Chart



This chart shows the initial resistance of the Durafil Compac Box at a given airflow velocity for each efficiency rating.

¹ A four-star rating indicates that this filter performs in the top 40% of all products of similar construction in the HVAC industry. Factors of consideration include maintained efficiency, energy usage and resistance to air flow. Detailed evaluation information is available from your Camfil sales outlet or on the web at www.camfil.com.



Durafil[®] Compac Box

High Efficiency, High Capacity, 6-Inch Deep
V-bank Air Filter in a Box Design

Performance Data

Efficiency ASHRAE 52.2 / J ISO16890	Part Number	Description	Nominal Size (inches, (H x W))	Actual Height (inches)	Actual Width (inches)	Actual Depth	Initial Resistance (inches, w.g.)	Airflow (cfm)
MERV 13/13A ISO ePM ₁ -60%	855086111	DU6-2424-MV13-B	24 x 24	23.37	23.37	5.88"	0.56"	2000
	855086112	DU6-2024-MV13-B	20 x 24	19.37	23.37	5.88"		1660
	855086113	DU6-1224-MV13-B	12 x 24	12.37	23.37	5.88"		1000
	855086114	DU6-2020-MV13-B	20 x 20	20.37	19.37	5.88"		1380
MERV 14/14A ISO ePM ₁ -70%	855086121	DU6-2424-MV14-B	24 x 24	23.37	23.37	5.88"	0.61"	2000
	855086122	DU6-2024-MV14-B	20 x 24	19.37	23.37	5.88"		1660
	855086123	DU6-1224-MV14-B	12 x 24	12.37	23.37	5.88"		1000
	855086124	DU6-2020-MV14-B	20 x 20	20.37	19.37	5.88"		1380
MERV 15/15A ISO ePM ₁ -80%	855086131	DU6-2424-MV15-B	24 x 24	23.37	23.37	5.88"	0.82"	2000
	855086132	DU6-2024-MV15-B	20 x 24	19.37	23.37	5.88"		1660
	855086133	DU6-1224-MV15-B	12 x 24	12.37	23.37	5.88"		1000
	855086134	DU6-2020-MV15-B	20 x 20	20.37	19.37	5.88"		1380

DATA NOTES: The Durafil Compac Box is listed UL 900 by Underwriters Laboratories. Maximum continuous operating temperature 175° F. (79° C), relative humidity 99%. Performance tolerance in accordance with ARI Standard 850. Airflow may be in either direction. May operate up to 600 fpm without consulting factory. Schedule air filters for change when initial pressure drop has doubled. Final pressure drop should not exceed 1.50" w.g. U.S. Patent No. 6,447,566

Specifications

1.0 General

1.1 - Air filters shall be six-inch deep V-bank mini-pleat fiberglass disposable type with pleat separators, polyurethane pack-to-frame sealant, ABS enclosing frame and have an ECI value of 4-Stars.

1.2 - Sizes shall be as noted on drawings or other supporting materials.

2.0 Construction

2.1 - Filter media shall be of micro fine glass fibers, separated at 25mm intervals to ensure pleat separation and uniform airflow through the filter pack.

2.2 - Pleated media packs shall be assembled into a V-bank configuration with sufficient total media area to meet airflow requirements.

2.3 - The media packs shall be bonded to the inside periphery of an ABS enclosing frame with a polyurethane sealant. The enclosing frame shall include top and bottom molded tracks as in integral part of the frame to ensure a proper seal.

2.4 - Media packs shall be recessed at least 3/8" from the air entering side of the enclosing frame to allow uniform airflow when a prefilter is mounted directly to the enclosing frame. The frame shall include integral locations for the attachment of prefilter fasteners.

2.5 - Rigid plastic end caps shall be mechanically fastened to the top and bottom of the media pack enclosing structure to ensure a rigid and durable filter.

3.0 Performance

3.1 - The filter shall have a Minimum Efficiency Reporting Value of MERV (13, 14 or 15) when evaluated under the guidelines of ASHRAE Standard 52.2. It shall also have a MERV-A rating of (13A, 14A or 15A) when evaluated under ASHRAE Standard 52.2, Appendix J. When evaluated under ISO Standard 16890 the filter shall have efficiency of (ePM₁-60%, ePM₁-70% or ePM₁-80%).*

3.2 - Initial resistance to airflow shall be rated at (0.47", 0.50" or 0.69") inches w.g. at an airflow of 500 fpm.

3.3 - The filter efficiency shall be listed on the filter. The filter shall be listed UL 900 by Underwriters Laboratories.

3.4 - The filter shall be capable of withstanding 10.0" w.g. without failure of the media pack.

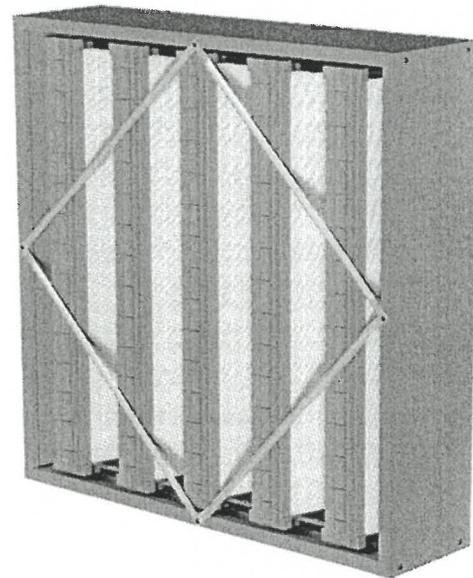
3.5 - Manufacturer shall provide evidence of facility certification to ISO 9001:2015.

3.6 - Filter shall have a 4-Star rating when evaluated per Energy Cost Index (ECI).

Supporting Data - Provide product test reports for each listed efficiency listed in the schedule including all details as prescribed in ASHRAE Standards 52.2 including Appendix J and ISO Standard 16890.

Filters shall be Camfil Durafil Compac 6-Inch filter or equal.

Items in parentheses () require selection. * Select text related to appropriate filter testing standard.



Downstream View with supporting braces



For detailed specifications, please consult your local Camfil distributor, representative or Durafil Compac Box. Camfil has a policy of uninterrupted research, development and product improvement. We reserve the right to change designs and specifications without notice.

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Camfil | 1 North Corporate Drive, Riverdale, NJ 07457 | Tel: (973) 616-7300

www.camfil.com

9 MONTHS
IN HEAVY LOAD
APPLICATIONS



12 MONTHS
IN LIGHT/MODERATE
APPLICATIONS

30/30® DUAL 9 PLEATED AIR FILTER PRODUCT PERFORMANCE GUARANTEE

Incorporating a newly developed media and a heavier welded wire support technology, the Camfil 30/30® Dual 9, in addition to guaranteeing MERV 9 and MERV 9-A efficiency over its lifetime, takes another step forward and fully guarantees the product to last 9 or 12 months per the applications stated below.:

9 MONTH GUARANTEE: Camfil guarantees the 30/30 Dual 9 will last 9 months in operation, before it reaches 1.0" w.g. of static pressure while in use in any facility operating their ventilation system greater than 100 hours per week. This would typically include hospitals, food and beverage, industrial manufacturing, colleges and universities, pharmaceutical and microelectronics production, etc. Camfil guarantees the 30/30 Dual 9 will last 9 months in operation before requiring change in these high loading applications.

12 MONTH GUARANTEE: Camfil guarantees the 30/30 Dual 9 will last 12 months in operation, before it reaches 1.0" w.g. of static pressure in any facility operating their ventilation system less than or equal to 100 hours per week. This would typically apply to commercial applications such as retail, schools and office buildings where smaller packaged RTU's and air handling units are used. For these applications, Camfil guarantees the 30/30 Dual 9 will last 12 months in operation before requiring change in the low to moderate loading applications.

CONDITIONS: Guarantee is based upon not exceeding maximum rated airflow as prescribed by Camfil and not exceeding maximum operating temperature of 200° F (93° C). Filters are not to be used as moisture separators, or exposed to heavy continuous loading of internally generated pollutants such as welding smoke, paint sprays, powders or oil mist from manufacturing operations. Filters should be protected upstream from large organic matter such as, but not limited to leaves, cottonwood, animals, grass and brush. Filters should always be installed with pleats in the vertical position.

- The customer must contact Camfil to provide installation details. Requested information will include the customer name, shipping address, contact name, contact telephone number, the distributor that provided the filters, application information, the previously used filter type/manufacturer, and a service life comparison description.
- Camfil will directly ship a complete set of replacement 30/30 Dual 9s to the customer — up to a maximum quantity of 150 units.
- If the value of the replacement filters exceeds \$500.00, a Camfil distributor or representative must visit the site to verify the information.
- Once the information has been verified in writing to Camfil, the replacement order will be shipped.
- A user may only qualify for one replacement set of filters.
- Disclaimers and exclusions that will apply include: Premature filter failure caused by mechanical damage or failure of the HVAC system; premature filter failure due to physical damage to the 30/30 Dual 9 caused by human intervention; premature filter failure due to application of the filter where differential pressure across the filter exceeds the published maximum recommended final pressure drop of 1.0" w.g.

**If the 30/30® Dual 9 does not perform to the above standards,
Camfil promises to provide you one free set of replacement filters.**

Contact us at 1-866-4CAMFIL

ADDENDUM 1 (Related to Section IV. I Product Information):

Camfil Farr Hi-Flo ES Air Filter

1.0 General

1.1 - Air filters shall be high efficiency extended surface pocket style filters consisting of high loft air laid microfine glass media formed into tapered pockets, an acrylonitrile butadiene styrene (ABS) plastic header, ABS plastic pocket retainers, and bonding agents to prevent air bypass and ensure leak free performance.

1.2 - Sizes shall be as noted on drawings or other supporting materials. Performance values for evaluation purposes shall be based upon 24-inch by 24-inch by 22-inch 10-pocket model.

2.0 Construction

2.1 - Filter media shall consist of high-density air laid lofted microfine glass media that is chemically bonded to a permeable media support backing forming a lofted filter blanket.

2.2 - Individual pockets shall contain a minimum of 40 stitching support points per square foot of media area. All stitching centers shall be sealed using a foam-based sealant that shall remain pliable throughout the life of the filter. The sides and ends of each pocket shall be sewn with a chain-link over lock stitch.

2.3 - Pockets shall be formed into tapered pleats, supported by controlled media space stitching, to promote uniform airflow across the surface of the media. At any point, the sizes of the upstream and downstream passages shall be proportional to the volume of filtered air. The pockets shall also be conical, or tapered from top to bottom to minimize media contact against the interior of the HVAC system.

2.4 - Support members shall include an ABS plastic header and ABS plastic pocket retainers. Individual pocket retainers shall be assembled from matching halves that snap together to provide rigid and durable frame support. The plastic pocket retainers shall include anchor ports allowing for visual confirmation of pocket retention.

2.5 - A filter-to-filter sealing gasket shall be installed on one of the vertical members of the filter header.

3.0 Performance

3.1 - The filter shall have a Minimum Efficiency Reporting Value of (MERV 11, MERV 13, MERV 14, MERV 15) per *ASHRAE Standard 52.2, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size*. It shall have a MERV-A of (11, 13, 14, 15)* when tested under Appendix J of that standard.

3.2 - Initial resistance to airflow shall not exceed (0.32, 0.40, 0.45, 0.62)" w.g. at 2000 cfm.

3.3 - The filter shall be capable of withstanding 10.0" w.g. without failure of the filter.

3.4 - The filter shall have an Energy Cost Index (ECI) value of five stars.

3.5 - The filter shall be listed by Underwriters Laboratories as UL Class 900.

3.6 - Manufacturer shall provide evidence of facility certification to ISO 9001:2008.

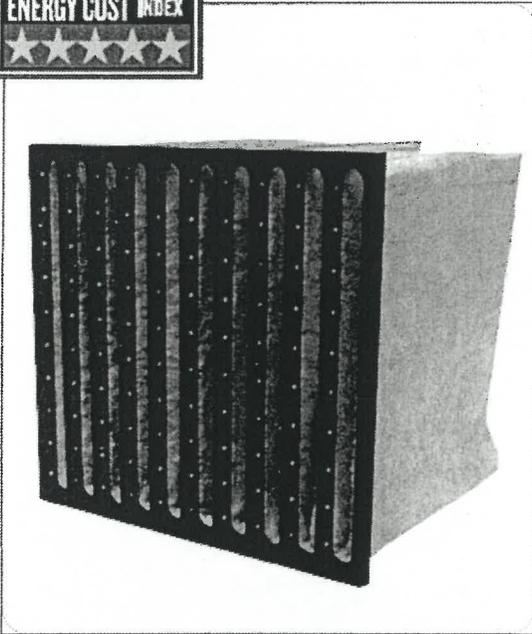
Supporting Data - Provide ASHRAE product test report per ASHRAE Standard 52.2, including testing per appendix J.

Product shall be Camfil Farr Hi-Flo ES or approved equal.



Hi-Flo® ES

Energy Saving, Extended Surface Area, High Efficiency Air Filter



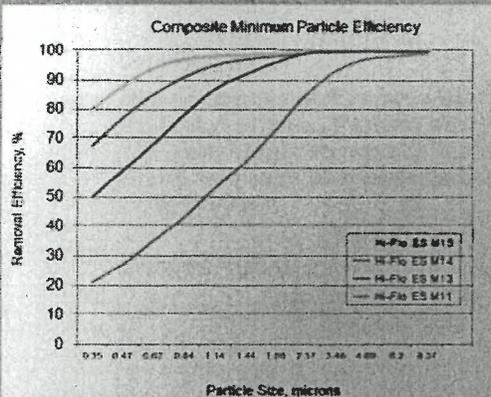
Air filters are the first line of defense to protect people and processes in buildings. The Camfil Hi-Flo ES can remove contaminants including fumes, smoke, bacteria, fungi, and virus-bearing droplet nuclei. The Hi-Flo ES is also the filter of choice for the removal of nuisance contaminants such as pollen, paper dust, and other atmospheric impurities.

Hi-Flo ES filters are available in four efficiencies: MERV 11, MERV 13, MERV 14 and MERV 15, when evaluated per ASHRAE Standard 52.2. The Hi-Flo ES also has a MERV-A value of 11A, 13A, 14A and 15A, respectively when tested per Appendix J of the same Standard, ensuring that the Hi-Flo ES will provide maintained particle capture efficiency throughout the life of the filter.

Air filters are the most significant component of an HVAC system that should be considered for total cost of ownership. The Hi-Flo ES:

- Has the lowest operating cost in terms of energy usage. Energy cost per filter can be as high as three times the cost of the filter itself. The Hi-Flo ES air filter's low maintained pressure drop can save over 30% of electric utility costs when compared to other filters.
- Requires less filter changes than other high efficiency filters. Savings include lower labor costs to change filters, decreased disposal costs, less space in landfills, and a lower carbon footprint.

Energy saving pocket filter with guaranteed lifetime efficiency.



The above chart shows relative efficiency values at various particle sizes when tested in accordance with ASHRAE Standard 52.2-2007. When tested in accordance with Appendix J of that Standard, the Hi-Flo ES maintains these efficiency values throughout the life of the filter.

The Camfil Hi-Flo ES 5-Star ECI rating ensures maintained efficiency and a longer service life than same class high efficiency filters. Its sustainable features meet the green demands of building owners at the lowest cost of ownership. Performance is also guaranteed!



¹ A 5-Star rating indicates that this filter performs in the top 20% of all products of similar construction in the HVAC industry. Factors of consideration include maintained efficiency, energy usage and resistance to air flow. Detailed evaluation information is available from your Camfil sales outlet or on the web at www.camfil.com.

ADDENDUM 1 (Related to Section IV. I Product Information):

VariCel M-Pak



American Air Filter VariCel® M-Pak

*Extended Surface Pleated Filter
"Midi" Media Pack Design*

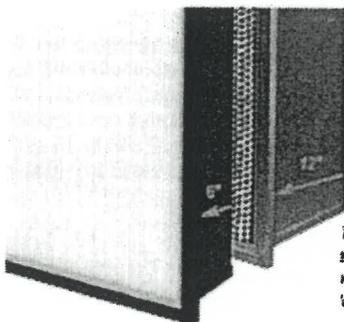
- 6"-deep (nominal) filter with the same media area and performance as 12"-deep (nominal) filters
- Available in MERV 14, 13, and 11 efficiencies
- Space-saving design; reduces freight, storage, and handling costs
- Sturdy high-impact polystyrene cell sides enclose a fixed media pack
- Fully incinerable
- MERV 14 and 11 models available with antimicrobial

AAF is proud to introduce another innovation in air filtration — the VariCel M-Pak filter. This unique filter offers the same media area as the traditional VariCel 12"-deep filter in a 6"-deep design. The VariCel M-Pak filter delivers comparable efficiency, pressure drop, and overall performance in a much smaller package.

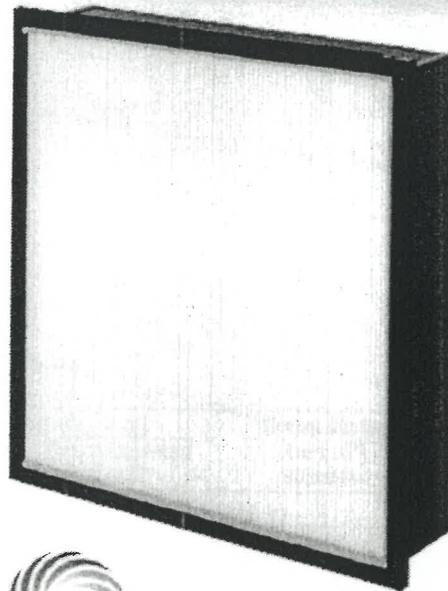
Construction

The header and cell sides of the VariCel M-Pak filter are constructed of high-impact polystyrene. The design, which encloses a fixed media pack, creates a rugged filter that resists damage during shipping, handling, and operation. All components of the VariCel M-Pak filter are fully incinerable.

Standard VariCel® vs. VariCel® M-Pak



The VariCel® M-Pak filter has the same media area and half the weight of a standard 12"-deep VariCel® filter.



VariCel® M-Pak with a MERV rating of 13 or 14 may contribute to the achievement of LEED® Project Certification.

Dual-Density Media



The VariCel M-Pak media pack is constructed with wet-laid fiberglass that is moisture resistant. The VariCel M-Pak filter can withstand exposure to free moisture in the atmosphere, making it ideal for installation in applications where moisture is an issue. The media is manufactured with two layers

of glass fibers: coarser fibers on the air-entering side and finer fibers on the air-leaving side. The media pack is bonded to the cell sides using urethane sealant.

Our dual-density design allows dirt particles to be collected throughout the entire depth of the media pack utilizing the full filtering potential of the media and maximizing dust holding. Maximizing dust holding capacity extends the life of the filter and minimizes operating costs.

Thermoplastic separators maintain uniform spacing between pleats to allow optimal air into, and through, the filter. The separators also ensure a large effective media area to minimize pressure drop and eliminate the need for aluminum separators. Without aluminum separators, risk of damage to the media pack from turbulent or non-laminar airflow is reduced.



Better Air is Our Business®

American Air Filter VariCel® M-Pak

Engineering Data

Supplement to Bulletin AFP-1-161

Product Information — Standard Sizes

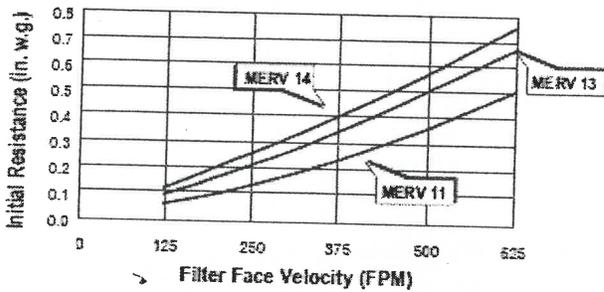
	Nominal Size (Inches)	Rated Airflow Capacity	Resistance (in. w.g.)		Gross Media Area (ft ²) Standard
			Initial	Recommended Final	
Rated Filter Face Velocity — 500 FPM					
MERV 14	24x24x6	2000	.58	1.5	125
	20x25x6	1750	.58	1.5	108
	20x24x6	1660	.58	1.5	103
	20x20x6	1400	.58	1.5	84
	16x25x6	1400	.58	1.5	84
	16x20x6	1100	.58	1.5	65
	12x24x6	1000	.58	1.5	57
MERV 13	24x24x6	2000	.56	1.5	105
	20x25x6	1750	.56	1.5	90
	20x24x6	1660	.56	1.5	86
	20x20x6	1400	.56	1.5	70
	16x25x6	1400	.56	1.5	70
	16x20x6	1100	.56	1.5	54
	12x24x6	1000	.56	1.5	47
MERV 11	24x24x6	2000	.39	1.5	105
	20x25x6	1750	.39	1.5	90
	20x24x6	1660	.39	1.5	86
	20x20x6	1400	.39	1.5	70
	16x25x6	1400	.39	1.5	70
	16x20x6	1100	.39	1.5	54
	12x24x6	1000	.39	1.5	47

- (1) Width and height dimension are interchangeable. VariCel® M-Pak filters can be installed with the pleats either vertical or horizontal.
- (2) Actual dimensions are 5/8" less than nominal. (24" x 24" is 23 3/8" x 23 3/8").
- (3) SCFM (Standard Cubic Feet Per Minute) Rated Airflow Capacity at "Standard" Conditions: 68°F (20°C) at Sea Level (29.92" of Hg).
- (4) All performance data is based on ASHRAE 52.2-1999 and ASHRAE 52.1-1992 test methods. Performance tolerances conform to Section 7.4 of ARI Standard 850-84.
- (5) VariCel M-Pak filters can be operated up to 125% of rated filter face velocity.

American Air Filter VariCel® M-Pak

Performance Data

Initial Resistance vs. Filter Face Velocity

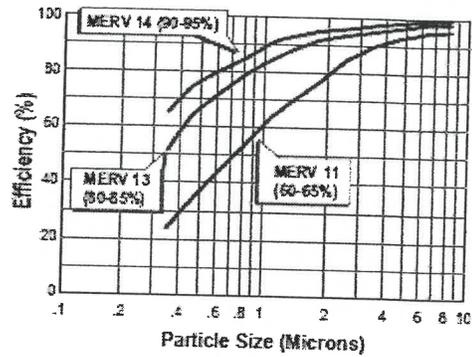


Filters are rated at 500 FPM filter face velocity. Recommended final resistance for all VariCel M-Pak filters is 1.5" w.g.

Operating Temperature Limits
VariCel M-Pak 176°F/80°C

Underwriters Laboratories Classification
All VariCel M-Pak filters are UL classified. Testing was performed according to UL Standard 900.

Efficiency by Particle Size*



*Tested in accordance with ASHRAE test method 52.2-1999.

Efficiencies determined using ASHRAE test method 52.1-1992.



AAF International Building
9900 Corporate Campus Dr., Suite 2200
Louisville, Kentucky 40223-5000
Customer Service 838.223.2063
Fax 834.223.8500

AFP-7-161A JUN 12 V11M

www.aafintl.com



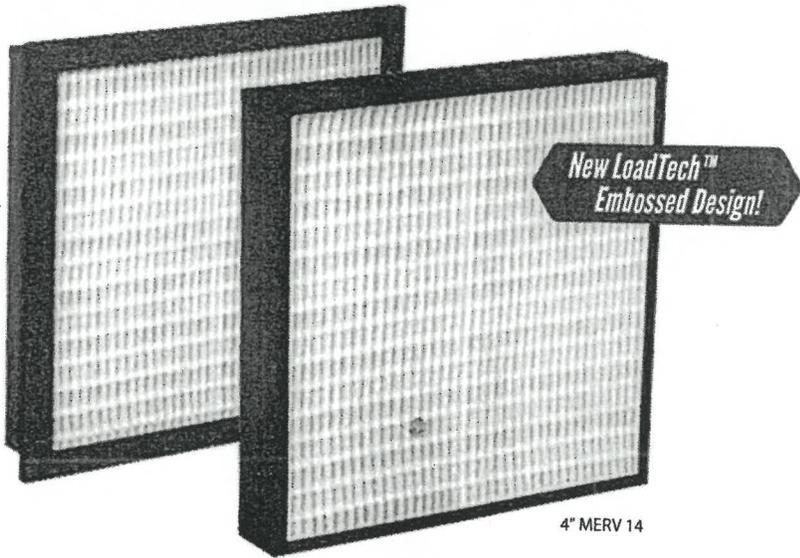
AAF has a policy of continuous product research and improvement and reserves the right to change design and specifications without notice.

ISO Certified Firm

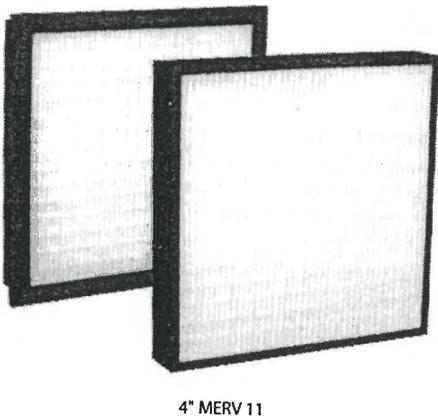
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ADDENDUM 1 (Related to Section IV. I Product Information):

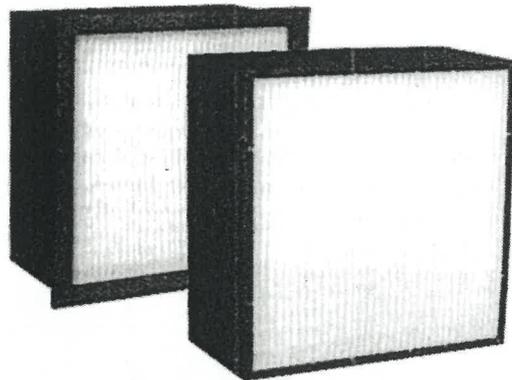
Legacy



Patent #6,685,833 



4" MERV 11



12" MERV 11 | 12" MERV 15

COMING SOON!

- Legacy LoadTech 12" MERV 15
- Custom sizes

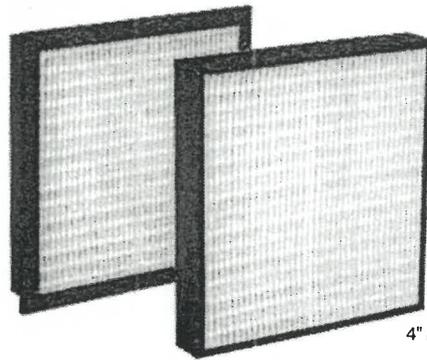


INTRODUCING THE NEW Legacy LoadTech™

All Legacy 4" MERV 14 filters are now better than ever! Still manufactured with our proprietary E-pleat™ Technology, these filters now have new and improved media!

Benefits

- Holds 2X more dust with new, exclusive media with our LoadTech Embossed Design
- Longer filter life and fewer filter change-outs with higher dust holding capacity
- 12" filter performance in a 4" filter
- High efficiency – MERV 14
- Cost savings – reduced energy costs with low pressure drop and low energy consumption
- Simplified handling and easy installation – plus reduced storage space, less weight and lower shipping costs
- Earn points toward LEED Certification

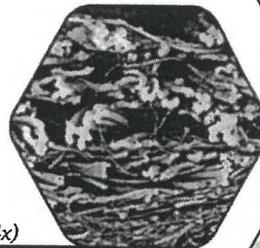
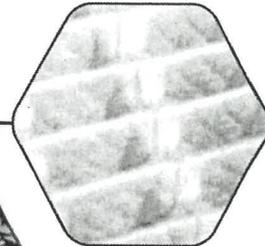


4" MERV 14

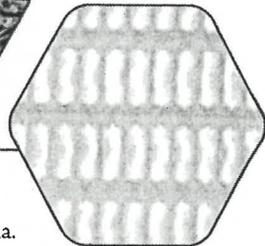
Product Features

- E-pleat Technology allows for smooth airflow, even loading and complete utilization of the media
- 100% synthetic, exclusive blue media
- Completely incinerable with high impact plastic frame
- Lightweight construction

LoadTech media with Embossed Design

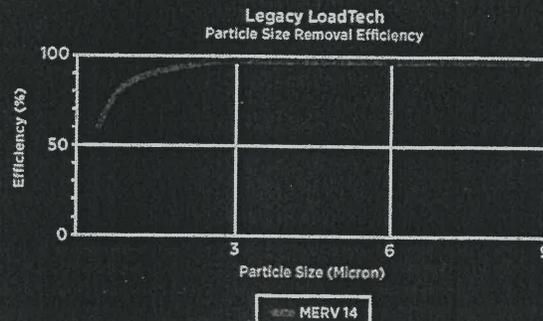
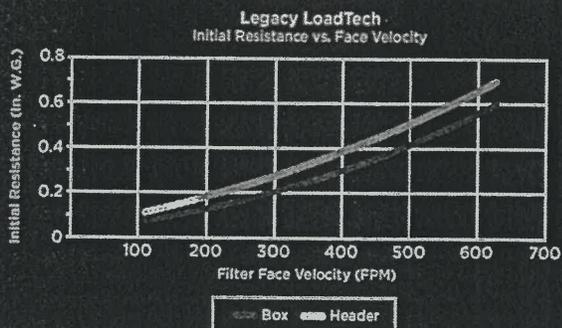


SEM image of new LoadTech media (164x)



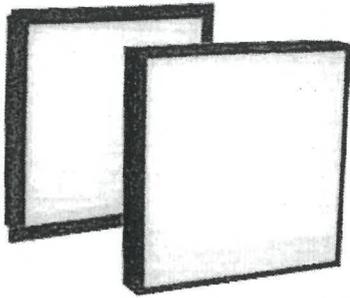
E-Pleat Technology

Legacy and Legacy LoadTech filters are manufactured with our proprietary E-pleat Technology. The media is molded into a series of pre-formed channels that direct the air smoothly through the filter – allowing for even loading and complete utilization of the media.

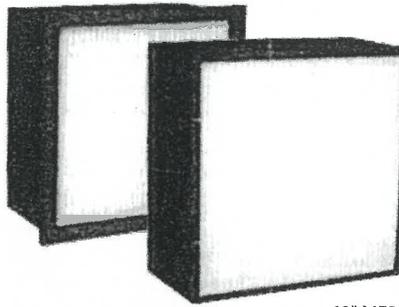


Legacy®

The popular Legacy 4" MERV 11 and Legacy 12" MERV 11 and MERV 15 filters are still manufactured with our proprietary E-pleat® Technology and maintain the high quality and performance you have come to expect.



4" MERV 11



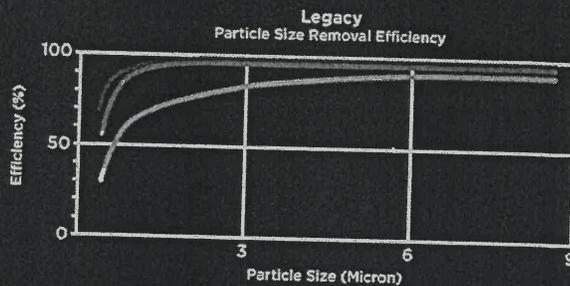
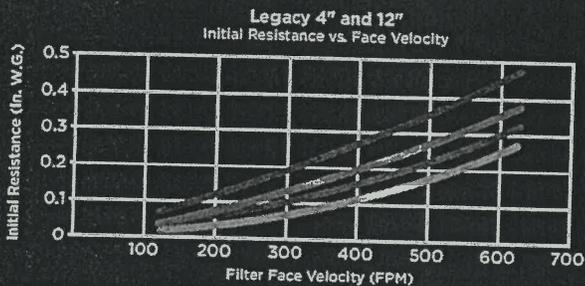
12" MERV 11
12" MERV 15

Benefits

- High efficiency – MERV 11 (4" and 12") and MERV 15 (12")
- Cost savings – reduced energy costs with low pressure drop and low energy consumption
- Simplified handling and easy installation – plus reduced storage space, less weight and lower shipping costs
- Earn points toward LEED Certification on Legacy 12" MERV 15

Product Features

- E-pleat Technology allows for smooth airflow, even loading and complete utilization of the media
- 100% synthetic white media
- Completely incinerable with high impact plastic frame
- Lightweight construction



Box Style

Single Header

Legacy LoadTech

Model Number	Nominal Size (WxHxD) Inches	Actual Size (WxHxD) Inches	Rated Air Flow Capacity (CFM)
Legacy LoadTech 4" - MERV 14 Initial Resistance (In. W.G.): 0.74" Recommended Final Resistance (In. W.G.): 1.5"			
LG4LT-904-NH	24 x 24 x 4	23 3/8 x 23 3/8 x 3 3/4	2000
LG4LT-912-NH	20 x 25 x 4*	19 3/8 x 24 3/8 x 3 3/4	1750
LG4LT-915-NH	20 x 24 x 4	19 3/8 x 23 3/8 x 3 3/4	1650
LG4LT-913-NH	20 x 20 x 4	19 3/8 x 19 3/8 x 3 3/4	1400
LG4LT-910-NH	16 x 25 x 4*	15 3/8 x 24 3/8 x 3 3/4	1400
LG4LT-909-NH	16 x 20 x 4	15 3/8 x 19 3/8 x 3 3/4	1100
LG4LT-903-NH	12 x 24 x 4	11 3/8 x 23 3/8 x 3 3/4	1100

Model Number	Nominal Size (WxHxD) Inches	Actual Size (WxHxD) Inches	Rated Air Flow Capacity (CFM)
Legacy LoadTech 4" - MERV 14 Initial Resistance (In. W.G.): 0.53" Recommended Final Resistance (In. W.G.): 1.5"			
LG4LT-904-PH	24 x 24 x 4	23 3/8 x 23 3/8 x 3 3/4	2000
LG4LT-915-PH	20 x 24 x 4	19 3/8 x 23 3/8 x 3 3/4	1650
LG4LT-913-PH	20 x 20 x 4	19 3/8 x 19 3/8 x 3 3/4	1400
LG4LT-903-PH	12 x 24 x 4	11 3/8 x 23 3/8 x 3 3/4	1100

Legacy

Model Number	Nominal Size (WxHxD) Inches	Actual Size (WxHxD) Inches	Rated Air Flow Capacity (CFM)
Legacy 4" - MERV 11 Initial Resistance (In. W.G.): 0.19" Recommended Final Resistance (In. W.G.): 1.5"			
LG4-604-NH	24 x 24 x 4	23 3/8 x 23 3/8 x 3 3/4	2000
LG4-612-NH	20 x 25 x 4*	19 3/8 x 24 3/8 x 3 3/4	1750
LG4-615-NH	20 x 24 x 4	19 3/8 x 23 3/8 x 3 3/4	1650
LG4-613-NH	20 x 20 x 4	19 3/8 x 19 3/8 x 3 3/4	1400
LG4-610-NH	16 x 25 x 4*	15 3/8 x 24 3/8 x 3 3/4	1400
LG4-609-NH	16 x 20 x 4	15 3/8 x 19 3/8 x 3 3/4	1100
LG4-603-NH	12 x 24 x 4	11 3/8 x 23 3/8 x 3 3/4	1100

Model Number	Nominal Size (WxHxD) Inches	Actual Size (WxHxD) Inches	Rated Air Flow Capacity (CFM)
Legacy 4" - MERV 11 Initial Resistance (In. W.G.): 0.31" Recommended Final Resistance (In. W.G.): 1.5"			
LG4-604-PH	24 x 24 x 4	23 3/8 x 23 3/8 x 3 3/4	2000
LG4-615-PH	20 x 24 x 4	19 3/8 x 23 3/8 x 3 3/4	1650
LG4-613-PH	20 x 20 x 4	19 3/8 x 19 3/8 x 3 3/4	1400
LG4-603-PH	12 x 24 x 4	11 3/8 x 23 3/8 x 3 3/4	1100

Model Number	Nominal Size (WxHxD) Inches	Actual Size (WxHxD) Inches	Rated Air Flow Capacity (CFM)
Legacy 12" - MERV 11 Initial Resistance (In. W.G.): 0.19" Recommended Final Resistance (In. W.G.): 1.5"			
LG-604-NH	24 x 24 x 12	23 3/8 x 23 3/8 x 11 1/2	2000
LG-615-NH	20 x 24 x 12	19 3/8 x 23 3/8 x 11 1/2	1650
LG-613-NH	20 x 20 x 12	19 3/8 x 19 3/8 x 11 1/2	1400
LG-603-NH	12 x 24 x 12	11 3/8 x 23 3/8 x 11 1/2	1000

Model Number	Nominal Size (WxHxD) Inches	Actual Size (WxHxD) Inches	Rated Air Flow Capacity (CFM)
Legacy 12" - MERV 11 Initial Resistance (In. W.G.): 0.26" Recommended Final Resistance (In. W.G.): 1.5"			
LG-604-PH	24 x 24 x 12	23 3/8 x 23 3/8 x 11 1/2	2000
LG-615-PH	20 x 24 x 12	19 3/8 x 23 3/8 x 11 1/2	1650
LG-613-PH	20 x 20 x 12	19 3/8 x 19 3/8 x 11 1/2	1400
LG-603-PH	12 x 24 x 12	11 3/8 x 23 3/8 x 11 1/2	1000

Model Number	Nominal Size (WxHxD) Inches	Actual Size (WxHxD) Inches	Rated Air Flow Capacity (CFM)
Legacy 12" - MERV 15 Initial Resistance (In. W.G.): 0.28" Recommended Final Resistance (In. W.G.): 1.5"			
LG-904-NH	24 x 24 x 12	23 3/8 x 23 3/8 x 11 1/2	2000
LG-915-NH	20 x 24 x 12	19 3/8 x 23 3/8 x 11 1/2	1650
LG-913-NH	20 x 20 x 12	19 3/8 x 19 3/8 x 11 1/2	1400
LG-903-NH	12 x 24 x 12	11 3/8 x 23 3/8 x 11 1/2	1000

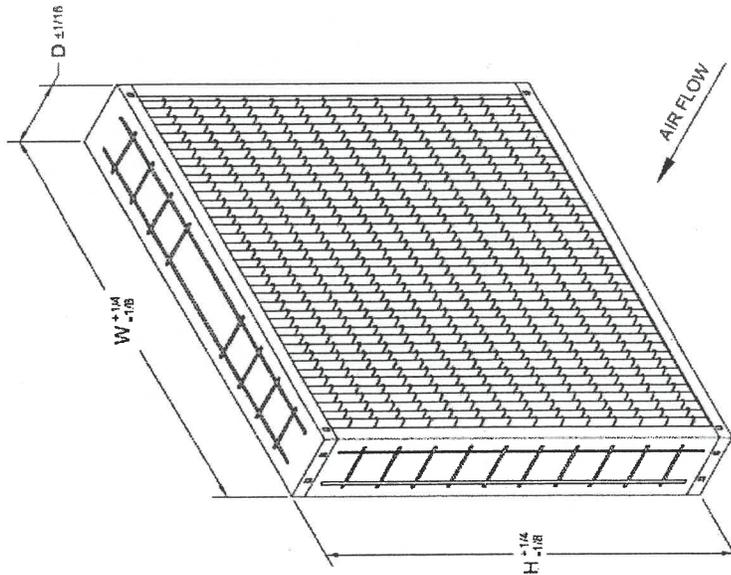
Model Number	Nominal Size (WxHxD) Inches	Actual Size (WxHxD) Inches	Rated Air Flow Capacity (CFM)
Legacy 12" - MERV 15 Initial Resistance (In. W.G.): 0.34" Recommended Final Resistance (In. W.G.): 1.5"			
LG-904-PH	24 x 24 x 12	23 3/8 x 23 3/8 x 11 1/2	2000
LG-915-PH	20 x 24 x 12	19 3/8 x 23 3/8 x 11 1/2	1650
LG-913-PH	20 x 20 x 12	19 3/8 x 19 3/8 x 11 1/2	1400
LG-903-PH	12 x 24 x 12	11 3/8 x 23 3/8 x 11 1/2	1000

* Reverse size pleat on 25" height product.
Notes:
Metal frames are also available. Contact factory.
All performance data is based on the ASHRAE 52.2 Test Standard with a test velocity of 492 FPM for 24 x 24 face size.
Continuous operating temperature: 170°F (76°C).



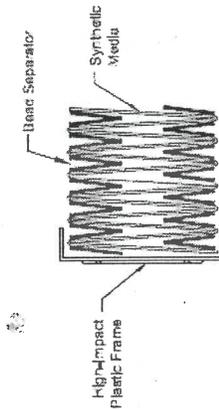
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Jeffersonville, IN 47130
www.clarcor.com, 1.866.247.4827

042015



MODEL NUMBER	NOMINAL SIZE (INCHES) WxHxD	NOMINAL SIZE (INCHES) WxHxD	RATED AIR FLOW (CFM)	INITIAL RESISTANCE (IN. W.G.)	MEDIA AREA (SQ. FEET)	MERV
LG4-604-NH	24X24X4	23-3/8X23-3/8X3-3/4	2000	0.19	49	11
LG4-612-NH	20X25X4*	19-3/8X24-3/8X3-3/4*	1750	0.19	42	11
LG4-615-NH	20X24X4	19-3/8X23-3/8X3-3/4	1650	0.19	40	11
LG4-613-NH	20X20X4	19-3/8X19-3/8X3-3/4	1400	0.19	33	11
LG4-610-NH	16X25X4*	15-3/8X24-3/8X3-3/4*	1400	0.19	33	11
LG4-609-NH	16X20X4	15-3/8X19-3/8X3-3/4	1100	0.19	27	11
LG4-603-NH	12X24X4	11-3/8X23-3/8X3-3/4	1000	0.19	23	11

* Reverse Pleat Direction



STANDARD CONSTRUCTION

- 100% Synthetic Media
- E-Pleat Technology Pleat Pack
- Embossed Media with Adhesive Bead Separators
- High-Impact Plastic Frame Panels
- Foamed Hot Melt Sealant
- Gasket Optional

NOTES

1. Testing per ASHRAE Standard 52.2-2012
- 1 tested at 492 FPM on 24x24 Face Size
- Final Resistance: 1.5" W.G.
- Rated Velocity - 500 FPM
- Maximum Operating Temperature: 170 deg. F (76 deg. C)
- Classified per UL Standard 900 for Flammability
- Special Sizes Not Available



100 River Ridge Circle
Jeffersonville, IN 47130
800-854-4444
F. 812-854-1888
www.clear.com/airguard

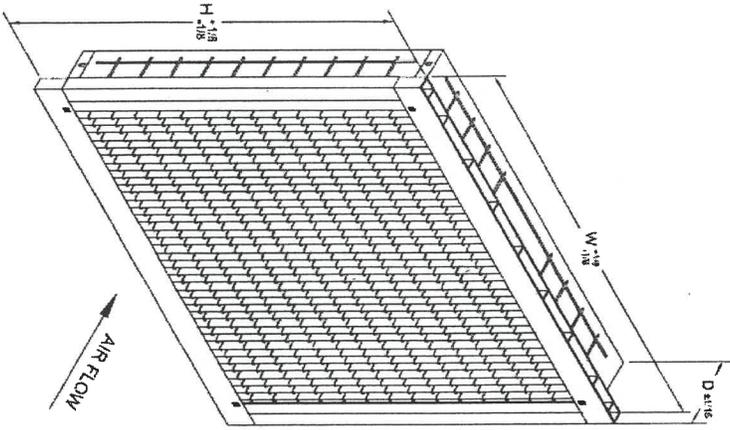
CONTACT FACTORY TO
VERIFY REVISION LEVEL

TOLERANCES UNLESS OTHERWISE SPECIFIED	FRACTIONAL	DECIMAL	ANGLES
	-	-	-

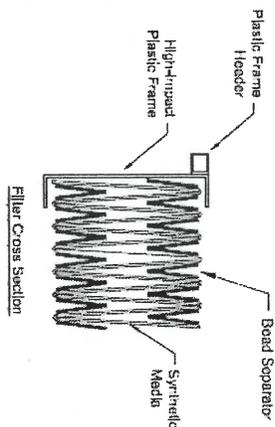
ALL DIMENSIONS IN INCHES

DRAWING NUMBER	LEGACY 4" BOX
APPROVED BY	K. COOPER
SPECIAL NOTES	MKT-B-00527
SCALE	NONE
DWG. DIV.	A
REV. TECH	G
REV. DATE	09-24-15
PAGE	1 OF 1

COMPETITOR - CONTACT US. THE MATERIALS, DESIGN, AND MANUFACTURING OF THIS PRODUCT ARE OWNED BY CLEAR. THE REPRODUCTION OF THIS INFORMATION IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF CLEAR. PLEASE CONTACT US AT 800-854-4444 FOR ALL CLEAR INFORMATION. WE PROHIBIT ANY REPRODUCTION OF THIS INFORMATION.



MODEL NUMBER	NOMINAL SIZE (INCH) W X H X D	ACTUAL SIZE (INCH) W X H X D	RATED AIR FLOW (CFM)	INITIAL RESISTANCE (IN. W.G.)	MEDIA AREA (SQUARE FEET)	MFRV
LG4-604-PH	24X24X4	23.38X23.38X3.34	2000	0.29	63	1.1
LG4-615-PH	20X20X4	19.38X23.38X3.34	1650	0.29	46	1.1
LG4-613-PH	20X20X4	19.38X19.38X3.34	1400	0.29	36	1.1
LG4-603-PH	12X24X4	11.38X23.38X3.34	1000	0.29	25	1.1



- STANDARD CONSTRUCTION**
1. 100% Synthetic Media
 2. E-Plast Technology Pleat Pack
 3. High-Impact Plastic Frame Panels
 4. Foamed Hot Melt Sealant
 5. 3/4" single header air entering side
 6. Gasket Optional

- NOTES**
1. Testing per ASHRAE 52.2-2012
 2. Tested At 492 FPM on 24X24 Nominal Size
 3. Final Resistance: 1.5" W.G.
 4. Maximum Operating Temperature: 170 deg. F (76 deg. C)
 5. Classified per UL Standard 900 for Flammability
 6. Special Sizes Not Available



100 River Street, Suite 200
 Jeffersonville, IN 47130
 P: 866-237-4827
 F: 866-601-1808
 WWW.AIRGUARD.COM/US/ENGLISH

CONTACT FACTORY TO
 VERIFY REVISION LEVEL

TOLERANCES UNLESS OTHERWISE SPECIFIED

FRACTIONAL	-
DECIMAL	-
ANGLES	-

ALL DIMENSIONS IN INCHES

DRAWING NAME: **LEGACY 4" SINGLE HEADER**

APPROVED BY: *K. Q.*

SCALE: NONE

DATE: 09-24-15

PROJECT NO: MKT-B-00585

REV: E

SHEET: 1 OF 1

COMPARISON: 1. 2007 REV. 1. THE MATERIAL IS NOW 100% SYNTHETIC MEDIA. 2. THE MEDIA IS NOW 100% SYNTHETIC MEDIA. 3. THE MEDIA IS NOW 100% SYNTHETIC MEDIA. 4. THE MEDIA IS NOW 100% SYNTHETIC MEDIA. 5. THE MEDIA IS NOW 100% SYNTHETIC MEDIA. 6. THE MEDIA IS NOW 100% SYNTHETIC MEDIA. 7. THE MEDIA IS NOW 100% SYNTHETIC MEDIA. 8. THE MEDIA IS NOW 100% SYNTHETIC MEDIA. 9. THE MEDIA IS NOW 100% SYNTHETIC MEDIA. 10. THE MEDIA IS NOW 100% SYNTHETIC MEDIA. 11. THE MEDIA IS NOW 100% SYNTHETIC MEDIA. 12. THE MEDIA IS NOW 100% SYNTHETIC MEDIA. 13. THE MEDIA IS NOW 100% SYNTHETIC MEDIA. 14. THE MEDIA IS NOW 100% SYNTHETIC MEDIA. 15. THE MEDIA IS NOW 100% SYNTHETIC MEDIA.

ADDENDUM 1 (Related to Section IV. I Product Information): GeoPleat

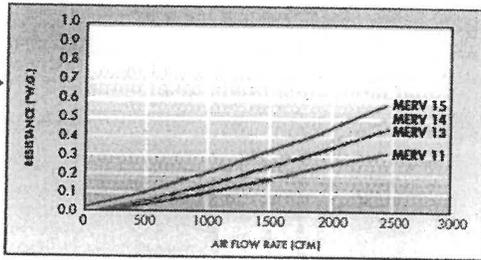
GEOPLEAT®



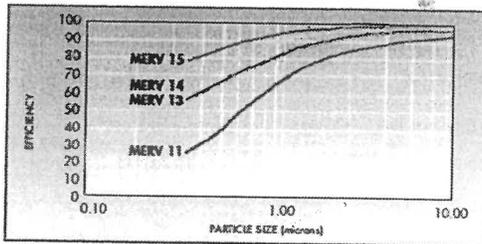
DIMENSIONS

SINGLE HEADER				BOX STYLE				SIZE
PART NO. MERV 11	PART NO. MERV 13	PART NO. MERV 14	PART NO. MERV 15	PART NO. MERV 11	PART NO. MERV 13	PART NO. MERV 14	PART NO. MERV 15	
21605	21613	21621	728542	21629	21637	21645	718542	24 x 12 x 4
21609	21617	21625	728506	21633	21641	21649	718506	20 x 16 x 4
21606	21614	21622	728500	21630	21638	21646	718500	20 x 20 x 4
21611	21619	21627	728548	21635	21643	21651	718548	24 x 18 x 4
21607	21615	21623	728540	21631	21639	21647	718540	24 x 20 x 4
21608	21616	21624	728544	21632	21640	21648	718544	24 x 24 x 4
21610	21618	21626	728556	21634	21642	21650	718556	25 x 16 x 4
21612	21620	21628	728550	21636	21644	21652	718550	25 x 20 x 4

INITIAL RESISTANCE (24 x 24 x 4 - BOX STYLE)

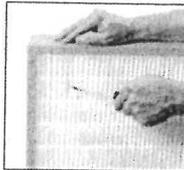


EFFICIENCY PER ASHRAE 52.2 (24 x 24 x 4 - BOX STYLE)

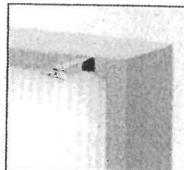


PERFORMANCE DATA (24 x 24 x 4 - BOX STYLE)

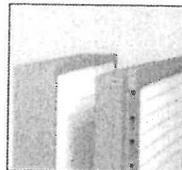
Air Flow (cfm)	MERV 11			MERV 13			MERV 14			MERV 15		
	1500	2000	2500	1500	2000	2500	1500	2000	2500	1500	2000	2500
Initial Pressure Drop (w.g.)	0.15	0.24	0.36	0.23	0.33	0.44	0.27	0.39	0.52	0.30	0.43	0.57



Durable media pack
resists damage



Shown with 2" clip designed
to hold an optional pre-filter



Available in both box style
and single header design

Distributed by:



FILTRATION GROUP®

Phone: 877-FGI-TEAM (344-8326) • Fax: 500-516-1162
www.filtrationgroup.com • email: aerostar@filtrationgroup.com

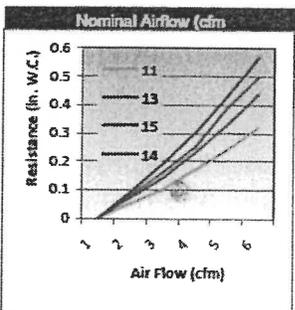
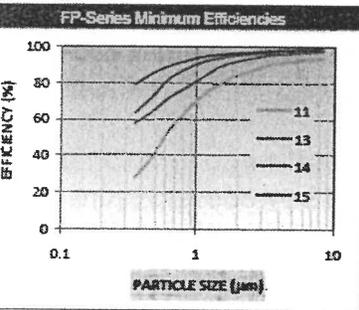
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WHEN CLEAN AIR MATTERS
ISO 9000 Registered

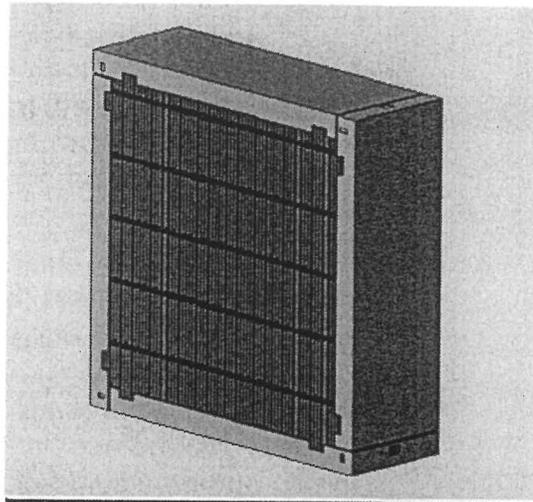
Dimensions and Performance Data			
Nominal Size	Actual Size	Approximate	Media Area
HxWxD	HxWxD	Weight (lbs.)	(sq. ft.)
12 x 24 x 4	11-3/8 x 23-3/8 x 3-3/4	3.0	32
20 x 20 x 4	19-3/8 x 19-3/8 x 3-3/4	4.2	45
20 x 24 x 4	19-3/8 x 23-3/8 x 3-3/4	5.0	54
24 x 24 x 4	23-3/8 x 23-3/8 x 3-3/4	6.0	66

Specifications
Filter frame shall be comprised of 100% high impact plastic
Filter packs shall be adhered to all sides preventing bypass
Filter media shall be comprised gradient dual density synthetic material
Filter maximum continuous operating temperature of 150°F
Filter shall be able to withstand 100% Relative Humidity
Filter shall conform to UL 900 Classified
Filter recommended final resistance is 1.5" W.G.

Performance per ASHRAE 62.2-2007				
Model	11	13	14	15
MERV @ 2000cfm	11	13	14	15
Initial Resistance (in. W.C.)	0.24	0.33	0.39	0.43



FILTRATION GROUP GEOPLEAT - BOX



Options
1/4" Thick Gasketing - Upstream, Downstream or Side

Rev	A	Phone: 877-FGI-TEAM (344-8326)
Date	11/21/11	www.filtrationgroup.com
Drwn	MC	a_aerostar@filtrationgroup.com

SD-GeoPleat_BOX_RevA.xlsx

ADDENDUM 1 (Related to Section IV. I Product Information):

CAMFIL FARR PRODUCT WARRANTY AND PERFORMANCE GUARANTEE

Camfil Farr, Inc. (seller), warrants that all manufactured items shall be merchantable, free from defects in workmanship and material, and shall conform to Camfil Farr's published specifications and submittal drawings included in the scope of the purchase agreement. The term of this warranty shall be one (1) year from date of shipment from Camfil Farr's manufacturing facility. There are no other warranties that extend beyond this description.

Regarding defective product, Camfil Farr shall repair, replace or refund the purchase price at seller's election, provided the products are returned to the seller with seller's written authorization. Under no circumstances (whether or not foreseeable) shall seller be obligated for consequential or incidental damages, losses or expenses in connection with, or by reason of, any breach. Seller's liability is limited to the purchase price of the product(s) plus common carrier freight costs to and from seller's manufacturing facility. The remedies expressed are exclusive.

No other claims other than explicit written claims shall be recognized. Written claims must be received by seller within one year from the date of shipment.

Repairs made without prior consultation and authorization by Camfil Farr may void the product warranty.



farr.co, www.camfilfarr.info

Camfil Farr USA

One North Corporate Drive, Riverdale, New Jersey 07457 Tel: 973.616.7300 Fax: 973.616.7771

e-mail: camfilfarr@camfilfarr.com



30/30® PANEL FILTER PRODUCT PERFORMANCE GUARANTEE

The Camfil Farr 30/30 panel filter comes fully guaranteed to last twice as long as any other MERV 8 panel filter. Since its development in 1963, this uniquely designed product has been providing “sustainable” advantages in energy savings, reduced waste and reduced carbon footprint. No other MERV 8 panel filter can perform like the 30/30. The product guarantee is as follows:

GUARANTEE: Camfil guarantees the 30/30 will last twice as long as any competitor’s MERV 8 panel filter, at the same or lower resistance to airflow than any competitor’s product. Camfil also guarantees the 30/30’s MERV 8 performance throughout the life of the filter.

CONDITIONS: Guarantee is based on a maximum of 500 FPM on 2” & 4” depths and 350 FPM on 1” depth. Shall not exceed maximum operating temperature of 200° F (93° C). Final resistance for all depths shall not exceed 1.0” w.g. Conditions for product comparison must be the same, i.e. the airflow, fan operating time and environmental conditions need to be the same.

- The customer must contact Camfil to provide installation details. Requested information will include the customer name, shipping address, contact name, contact telephone number, the distributor that provided the filters, application information, the previously used filter type/manufacturer, and a service life comparison description.
- Camfil will directly ship a complete set of replacement 30/30s to the customer — up to a maximum quantity of 60 units.
- If the value of the replacement filters exceeds \$500.00, a Camfil distributor or representative must visit the site to verify the accuracy of the information.
- Once the information has been verified in writing to Camfil, the replacement order will be shipped.
- A user may only qualify for one replacement set of filters.
- Disclaimers and exclusions that will apply include: Premature filter failure caused by mechanical damage or failure of the HVAC system; premature filter failure due to physical damage to the 30/30 caused by human intervention; premature filter failure due to application of the filter where differential pressure across the filter exceeds the published maximum recommended final pressure drop of 1.0” w.g.

**If the 30/30 does not perform to the above standards,
Camfil promises to provide you one free set of replacement filters.**

Contact us at 1-866-4CAMFIL



HI-FLO® ES (ENERGY SAVER) PRODUCT PERFORMANCE GUARANTEE

The Camfil Hi-Flo ES (Energy Saver) comes fully guaranteed to last as long or longer without requiring a prefilter while providing energy savings and performing better than traditional filters. This unique product design was developed solely for sustainability performance including energy savings, reduced waste, and reduced carbon footprint. No other filter can perform like the Hi-Flo ES. The product guarantee is as follows:

GUARANTEE: Camfil guarantees that the Hi-Flo ES (in any efficiency configuration) will last 12 months or longer without a prefilter. The Hi-Flo ES maintains lifetime efficiency by using a special fine fiber media. This guarantees the MERV rating will be maintained throughout the installed life of the filter, providing consistent and sustainable quality indoor air. *(Products made of charged coarse fiber media have been proven to have a rapid reduction in MERV rating once installed in an air handler.)*

CONDITIONS: Guarantee is based on a maximum of 400 FPM airflow and a final pressure drop not to exceed 1.5" water gauge. If the Hi-Flo ES fails to last at least 12 months, the following conditions will apply:

- The customer must contact Camfil to provide details of the installation. Requested information will include the customer name, shipping address, a contact name, a contact telephone number, the distributor that provided the filters, application information, the manufacturer and type of the previously used filters, and a description of the service life comparison.
- Camfil will directly ship a complete set of replacement Hi-Flo ES filters to the customer — up to a maximum quantity of 24 units.
- If the value of the replacement filters exceeds \$500.00, a Camfil distributor or representative must visit the site to verify the accuracy of the information.
- Once the information has been verified in writing to Camfil, the replacement order will be shipped.
- A user may only qualify for one replacement set of filters.
- Disclaimers and exclusions that will apply include: Premature filter failure caused by mechanical damage or failure of the HVAC system; premature filter failure due to physical damage to the Hi-Flo ES caused by human intervention; premature filter failure due to application of the filter where differential pressure across the filter exceeds the published maximum recommended final pressure drop of 1.5" w.g.

If the Hi-Flo ES does not perform to the above standards,
Camfil promises to provide you one free set of replacement filters.

Contact us at 1-866-4CAMFIL



DURAFIL® ES² (ENERGY SAVER) PRODUCT PERFORMANCE GUARANTEE

The Camfil Durafil ES² (Energy Saver) comes fully guaranteed to outperform all competitive products of its kind and to deliver the highest energy savings possible in the industry while maintaining rated efficiency. This guarantee eliminates associated risks with choosing or converting to the Durafil ES² and serves as proof that Camfil stands behind the product's design features and performance capabilities. The Durafil ES² is guaranteed to provide the following:

HIGHEST ENERGY SAVINGS: Due to the unique patent-pending design of this product, it operates at a much lower pressure drop in an air handling system than any competitor's like product, resulting in energy savings that cannot be delivered by anyone else. Compared to other final filter configurations, the energy savings are even greater. Our Life Cycle Costing (LCC) modeling software can be used in addition to help optimize your energy reduction and filter life. This product is a 5-Star rated energy cost index filter.

LIFETIME EFFICIENCY: The Durafil ES² uses a special fine fiber media that guarantees the MERV rating will be maintained the entire time it is in a system, allowing consistent and sustainable clean, high quality indoor air. Products made of highly-charged coarse fiber media have been proven to have a rapid reduction in MERV rating once installed in an air handler.

FILTER LIFE: Based upon energy savings and filter dirt loading characteristics, for the purpose of this document, the maximum life of the Durafil ES² shall be defined as two and a half times its initial resistance to airflow or three years — whichever comes first.

**If the Durafil ES² does not perform to the above standards,
Camfil promises to provide you one free set of replacement filters.**

Contact us at 1-866-4CAMFIL



TERMS AND CONDITIONS

FILTRATION GROUP

Effective 1/1/12

TERMS OF SALE

All sales of Filtration Group, LLC, products are Net 30 days. No cash discounts will be allowed. Invoices carry a date corresponding to date of shipment. We will extend open credit to buyers who qualify. Orders from buyers without previously arranged credit will be shipped on a C.O.D. or payment in advance basis, until credit is established. Payment history of all accounts will be reviewed and credit lines will be adjusted accordingly.

REMITTANCES

Remittances should be made to:

Filtration Group, LLC
PO Box 85051
Chicago, Illinois 60680

Remittances should be coded with the applicable invoice number so that credit may be accurately applied.

PAST DUE ACCOUNTS

Accounts with open invoices past due thirty (30) days or more (60 days or more from invoice date) must be brought current prior to receiving additional shipments. Accounts which are chronically past due thirty days or more are subject to credit review and reduction of open credit line. Accounts with open invoices past due sixty days or more (90 days or more from invoice date) are subject to immediate revocation of open credit status. These accounts will be placed on C.O.D. only basis for a minimum of 90 days after the account has been brought current and are subject to collection proceedings. Where lawful, a maximum service charge of 1-1/2% per month (18% per annum) will be assessed on accounts in arrears; otherwise the highest lawful rate applies. Customer agrees to pay for all costs of collection including reasonable court costs, attorney and collection agency fees.

PRICING

Prices are subject to change without prior notice. Price changes are effective on a specific date, and all orders received on or after that date will be billed at the revised price. No rebates or refunds will be given to customers because of price declines to cover their stock on hand. No material will be shipped on consignment to any customer.

STANDARD PACKAGING

All products are packaged in standard quantities per box (see price list for specific quantities for each product). All orders will be shipped in full case quantities; orders will not be accepted for less than full case quantities.

MINIMUM ORDER CHARGE

The minimum order size is \$100.00 (net of taxes and shipping costs). Orders with a total invoice price of less than \$100.00 will be raised to this value.

SPECIAL PRODUCTS

The above information pertains only to items listed in current Filtration Group, LLC., price sheets. Products requiring changes in materials, size, or packaging are considered "special products", and are subject to special pricing and terms.

MINIMUM ORDER QUANTITIES

A set-up charge of \$10.00 (per size) will be applied to invoice for ordering below minimum levels on custom or special products.

FREIGHT POLICY

Orders will be shipped F.O.B. manufacturing plant, with transportation charges added to the invoice, shipped "collect" or third party billing by the carrier. Shipments will be made via a routing that provides the lowest practical applicable rate, and minimum charge. Any excess charges, due to the buyer's specific shipping instructions, will be charged to the customer. Air freight charges and other special shipping and handling requirements requested by the buyer are the full responsibility of the buyer. It is our standard policy to route such shipments "Freight Collect".



100 River Ridge Circle
Jeffersonville, IN 47130
Phone: 1-866-247-4827 · Fax: 1-800-784-3458
www.airguard.com



Warranty

Airguard warrants to the original purchaser that its products and parts thereof will be free of structural or mechanical defects due to faulty materials or workmanship during the useful life of the product or part (or such shorter period as is specified in the product literature or manual for a particular product). This warranty applies only to products or parts manufactured by Airguard and is contingent upon the following conditions: that the purchaser promptly notify Airguard of the defect; that the purchaser establish that the product has been properly installed, maintained and operated within the limits of normal usage as specified by Airguard; and that, at Airguard's request, the purchaser return the defective product or part to Airguard at the purchaser's expense. AIRGUARD MAKES NO OTHER WARRANTIES AND SPECIFICALLY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

Limitation of Liability

As the purchaser's exclusive remedy for any claim (whether in warranty, contract, tort or strict liability), Airguard, at its option, will repair or replace the defective products or parts or refund the purchase price of defective products or parts. Airguard will not be responsible for labor or transportation charges for the removal, return, reshipment or reinstallation of products or parts. IN NO EVENT IS AIRGUARD RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO ANY CLAIM (WHETHER IN WARRANTY, CONTRACT, TORT OR STRICT LIABILITY), INCLUDING WITHOUT LIMITATION CLAIMS FOR INJURY TO PERSON OR PROPERTY OR LOST PROFITS.

Applicability of Terms

These terms and conditions of sale constitute the entire agreement of the parties and supersede any prior oral representations, correspondence, proposals or agreements. The purchaser will be deemed to accept these terms upon shipment of products or parts. Any additional or different terms in the purchaser's purchase order will be deemed objected to by Airguard and of no effect. These terms may be amended only in writing.

Governing Law

The contract for the supply of products or parts will be governed by the laws of the State of Kentucky.

AAF INTERNATIONAL Warranty F385A (12/09)

LIMITED WARRANTY

The Company warrants that it will, at its option, repair, replace or provide replacement parts in the event any Product manufactured by the Company and used in the United States or Canada which upon inspection it finds to be defective in material or workmanship for a period of twelve (12) months from initial startup or eighteen (18) months from date of shipment, whichever expires sooner; provided, Buyer provides written notice to Company within a reasonable time after discovery. Products not manufactured by the Company but also sold under this agreement are not warranted by Company, but are sold only with the express warranty, if any, of the manufacturer and only to the extent transferable. The Company's warranty does not apply to any Products or parts which: (1) have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative; or, (2) have been subjected to misuse, misapplication, negligence, accidents, damage, abuse, improper storage, or abnormal use or service; or, (3) have been operated or installed in a manner contrary to Company's printed instructions; or, (4) have been installed in an incorrect or improper application; or, (5) have become corroded or subjected to abrasion, or (6) have been subject to other than normal wear and tear. The Company is not obligated to pay any costs or expenses in connection with the removal and reinstallation of such Products or parts, including but not limited to labor, service costs, and shipping charges. This warranty and any optional extended warranties are granted only to the original user. Company's duty to perform under this or any warranty may be delayed, at Company's sole option, until Company has been paid in full for all Products or parts purchased by Buyer. No such delay shall extend the warranty period.

THIS WARRANTY CONSTITUTES THE BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PURCHASE AND SALE OF PRODUCTS. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY HEREBY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

No person (including any agent, salesman, dealer or distributor) has the authority to expand the Company's obligation beyond the terms of this express warranty, or to state that the performance.

ADDENDUM 2 (Related to Section IV. J. 6): TOOLS FOR SCHOOLS

Camfil



Technical Services Bulletin

Tools for Schools
Filtration for Improved Indoor Air Quality

Most non-practitioners notice the HVAC system when it is too hot, or too cold, or in other ways not working properly. Very few think of their HVAC system as the main defense against poor indoor air quality. Air filters were originally provided in heating, ventilating and air conditioning (HVAC) equipment to protect the equipment. Heating and cooling coils expose large areas of metal surfaces that transfer energy to or from air supplied to the building. Dirt deposits on these surfaces can reduce heat transfer efficiency and impair their effectiveness. One air conditioning manufacturer has stated that coils can lose up to 30% of their

effectiveness in a short period of time due to dirt build-up on the coils. Once dirty, coils require cleaning, an expensive and difficult procedure.

Cooling coils not only reduce temperature but they remove moisture from the air. If the moisture is not properly removed, through condensate drains, fungi and bacteria can breed on the coils and within the HVAC system. Maintaining a clean system, using air filtration, minimizes the risks associated with the contaminants that can affect occupant health. The more effective the air filter, the less the risk to building occupants.

The quality of the air is measured by temperature and humidity, and by the concentration of particulates and gaseous contaminants. Adverse health effects from poor indoor air quality, documented in educational facilities,

range from annoyance and respiratory irritation to acute or chronic illness. When classrooms are properly controlled for comfort and are free of excessive contaminants, the learning environment is enhanced.

Particles We Breathe

Medical authorities, industrial hygienists and the American Society of Heating, Refrigeration and Air Conditioning Engineers have identified respirable

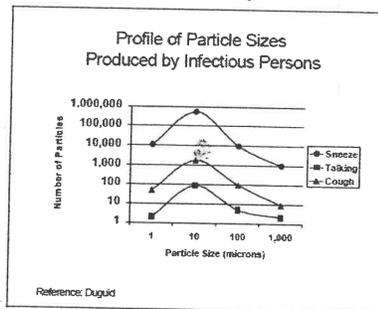
particulate as a primary item of concern. Respirable particles can find their way into the alveolar (nonciliated) region of the lungs and can remain there because of their small size. Respirable particles are 0.2 to 5 micron in size (1 micron equals 1/25,400 of an inch). These particles can include

but are not limited to dust, fungi, spores, bacteria, lint, fibers and human skin flakes. Skin flakes are an item of concern as they are prevalent in a populated environment and they are a transport mechanism for viruses and bacteria.

The human body, at rest, can generate over 100,000 particles per minute that are 0.3 micron and larger. At a calisthenics level of activity, the human body can generate up to 15,000,000 particles per minute. Another particle of concern is airborne droplet nuclei. Droplet nuclei are about 3 microns in diameter and are created through coughs and sneezing.

Gases and Vapors

Gases and vapors, much smaller than particles, are also items of concern. Many compounds used in building materials, maintenance, specialized classrooms and educational materials



are easily vaporized. Since removal of these vapors may be costly, it is best to limit vapors by material selection, isolation or local exhaust. In most cases, vapors are addressed by introducing proper amounts of ventilation air.

Proper ventilation and air filtration can control odors and inhibit the spread of respiratory diseases. When applying carbon to an educational facility, please consult with your preferred manufacturer representative for specific application recommendations.

The mechanism that holds the filter is often as important as the filter itself. An air filter installed in a filter track that allows air bypass may be virtually ineffective. In a central station air handler, a 1/4" gap around a 24" by 24" filter can allow as much as 18% of the air

to pass untreated. Air, like water and electricity, follows the path of least resistance. Ensure that all of your filters fit snugly in their tracks or holding frames and that there are no areas of air bypass in the system.

Schools present unique problems to designers and HVAC practitioners. Most schools are diverse structures with different requirements for classrooms, gymnasiums, locker rooms, cafeterias and auditoriums. Many schools also offer photography as a subject thereby introducing contaminant problems associated with darkrooms. Physics and biology laboratories present their own unique challenges to maintaining proper indoor air quality throughout the facility.

Air Quality Recommendations for Educational Facilities

Space	Winter Temp. F°	Summer Temp. F°	Recommended Ventilation Air CFM per/person (2)	Air Filter First Stage Efficiency (3)	Air Filter Second Stage Efficiency (3)
Classrooms, Auditoriums, Libraries, Administrative Areas, etc.	72	78	15	MERV 8	MERV 11
Corridors	68	80 (1)	5	MERV 8	
Laboratories	72	78		MERV 8	MERV 13
Locker Rooms, Shower Area	75	N/A (1)	5	MERV 8	
Mechanical Rooms	60	N/A (1)	5	MERV 8	
Industrial Technologies	72	78 (1)	5	MERV 8	MERV 11
Storage	65	N/A (1)	5	MERV 8	
Toilets	72	N/A (1)	20	MERV 8	

(1) Corridors, mechanical rooms and mechanical technology areas (shops) are usually not air conditioned. Shops, laboratories and toilets require additional exhaust consideration. Contact Camfil for information on laboratory exhaust requirements.

(2) Outside air, or ventilation air requirements, are per ASHRAE 62.1, Ventilation Standard for Acceptable Indoor Air Quality. Air filtration may be applied to reduce actual outside air for energy conservation.

(3) All filter efficiencies are Minimum Efficiency Reporting Values (MERV) per ASHRAE Standard 52.2.

Laboratories and darkrooms, locker rooms, toilets and mechanical technology areas should be under negative pressure to prevent contamination transfer to adjacent areas of the facility.

Classrooms

Standard classrooms may have occupant levels anywhere from 32 square feet per person to 50 square feet per person. As a gauge of comparison, the typical commercial office environment averages over 140 square feet per person. Given so many individuals in a confined space, it is no wonder that schools are a major indoor air quality concern. In a classroom the major source of contaminants is usually the occupants. Bioeffluents are generated from the natural process of body respiration and increased metabolism. Although not likely health threatening, the existence of such can deter the learning experience. Additional gaseous contaminant generators include classroom items such as paper products, books, writing materials, clothing, and in many cases, the computer equipment associated with today's modern classroom.

In instances where outside air is introduced to dilute indoor-generated contaminants, the designer must consider the quality of the outside air. Unacceptable levels of airborne pollutants may limit outside air introduction. The United States Environmental Protection Agency (US EPA) publishes the National Primary Ambient-Air Quality Standards (NAAQS). If any of the listed contaminants exceed published limitations then alternate air cleaning methods should be considered. The NAAQS considers sulfur dioxide, particulate, carbon monoxide, oxidants (ozone), nitrogen dioxide and lead. The designer should also consider other contaminants that may be introduced by the proximity of the emitter. This may include industrial facilities, sewage treatment facilities and in some cases active farmland.

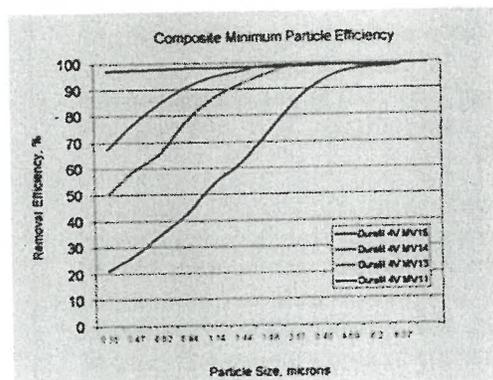
If the outside air is unacceptable, then it should be cleaned to a level consistent with clean outside air before introduction into the facility¹. To dilute indoor contaminants, a minimum of 15 cubic feet per minute (CFM) is prescribed. This figure is based upon a maximum of

50 persons per 1,000 square feet of space.

Even if outside air is used, air filtration must be applied to protect the HVAC equipment and assure clean coils for efficient heat transfer. The minimum efficiency for a classroom application should be MERV 8² filter as defined by *ASHRAE Standard 52.2, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size*.

If central station air handlers are the base equipment of design, the addition of a second stage, having a minimum dust spot efficiency of MERV 11 per the same Standard, is recommended.

ASHRAE Standard 52.2 — Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size, allows the user to evaluate a filter using particle size versus filter efficiency. In this manner, a user can specify filter efficiency based upon the size of the offending contaminant. As an example, ASHRAE recommends a removal efficiency of 65% at 0.3-micron particle size for printer or copier rooms. This filter will be what is commonly referred to as a MERV 14 ASHRAE grade filter per ASHRAE Standard 52.2.



Typical particle size versus efficiency curves for MERV 11 through MERV 14.

The 52.2 Standard also allows the user to select a filter based upon the filter's minimum efficiency rather than average efficiency. Since this usually

corresponds to a filter at its least efficient point, notably when clean and first installed in the system, the particle removal efficiency is from the point of the filter's installation and efficiency increases as the filter becomes dirty. An exception does exist for filters using electret media³.

In situations where outside air is unacceptable, a combination of particulate filtration and gaseous filtration may be applicable. Application of carbon for the adsorption of gaseous contaminants (VOC's and bio-effluents) may be used to simulate clean outside air. For further assistance in particulate and gaseous applications to reduce outside air please consult *Filtration and Indoor Air Quality: A Two-Step Design Solution*. This method applies the analytical (indoor air quality) procedure as defined in *ASHRAE Standard 62.2, Ventilation Standard for Acceptable Indoor Air Quality*⁴.

Corridors

These areas are usually addressed through infiltration and the air filtration supplied through the central air conditioning system. As a minimum, corridors should have an outside air introduction of 0.05 cubic foot of air per minute⁵ per square foot of corridor area. Package units, located for thermal comfort control, should apply a minimum filtration efficiency of MERV 8 to protect the coils and maintain heat transfer efficiency.

Auditoriums

Auditoriums present unique air quality concerns because of their intermittent occupancy. When fully occupied, they may hold 150 people per 1,000 square feet of space. When unoccupied, HVAC operation is required to maintain temperature. ASHRAE 62.1 recommends an outside air introduction of 15 CFM per person for these applications. The minimum filtration efficiency should be MERV 8. Economics and geographical concerns with respect to equipment cost of operation indicate filtration as a

precursor to the introduction of outside air. Outside air may be reduced to 5 CFM per person through the application of MERV 13 ASHRAE particulate filtration in conjunction with carbon. Since the gaseous contaminant is primarily bio-effluent in composition, reduced application amounts of carbon may be applied to reduce the initial investment.

Since the primary challenge of the air filtration is during occupied periods, having unoccupied periods with little challenge except re-circulation to maintain temperature, the change-out period on the final filters and the carbon is extended. Outside air introduction can be kept to bare minimums during unoccupied periods, saving energy expenditures.

Libraries

These areas present a unique challenge to the HVAC system. One of the most expenditure sensitive areas of an educational facility, the investment in materials (books) must be considered, along with the environmental protection for occupants. To protect occupants, ASHRAE 62.1 recommends outdoor air ventilation at a rate of 15 CFM per person (based upon 20 persons per 1,000 square feet)⁶. The minimum filtration efficiency should be a MERV 8. Like an auditorium, a library is considered a place of assembly for air filtration and HVAC requirements.

To protect the facility's investment in books, carbon should be considered for library applications. Ozone, a common contaminant existing everywhere, is a detriment to artifacts, paintings and books. The primary area of concern relates to deterioration of bookbindings. Ozone may be reduced through the application of activated carbon. Carbon reacts with ozone (O³) in catalytic manner and reforms ozone to non-detrimental oxygen (O²). Outside air may also be reduced to 5 CFM per person by the application of the Two-Step Design

Solution. Occupants will also benefit from gaseous contaminant protection designed into the system to protect the books. If this method is used, two stages of pre-filtration are recommended, a MERV 8 prefilter and an MERV 13 secondary filter.

Gymnasiums

Gymnasiums are also considered a place of assembly. Like the aforementioned, these areas present additional concerns and considerations. ASHRAE 62.1 recommends a ventilation air rate of 20 CFM per person (based upon 30 people per 1,000 square feet). The primary contaminant in this case is bio-effluents produced by occupants with a high rate of metabolism. Temperature⁷ in a gymnasium should be maintained between 65° and 68° F with at least four to six air changes per hour. Minimum air filtration efficiency for these areas should be a MERV 8.

Most gymnasiums are not air-conditioned, although the trend appears headed towards year round use. If air conditioning is applied, Camfil recommends the addition of carbon to reduce bio-effluents and reduce the required outside air. For optimum performance, three stages of filtration are recommended MERV 8 prefiltration, MERV 13 secondary filtration and 50% rated efficiency carbon. Outside air may be reduced to 5 CFM per person using this methodology.

Additional consideration must be applied if occupancy increases, based upon the added metabolism and population of spectators for events. Some gymnasiums also serve a dual purpose in some facilities as an auditorium. In this case, outside air or total system CFM must be adjusted to accommodate a five-fold increase in occupancy (30 people per 1,000 square feet to 150 people per 1,000 square feet).

Pool Areas

Selection of all materials of construction for a pool area is extremely important based upon the corrosive atmosphere

created by the pool's humidity and the chemicals used in maintenance. The air conditioning system requires the same jurisprudence. Pool areas must have their own HVAC system. Because of the nature of human activity, excessive drafts and air motion must be avoided. If possible, the pool area should be isolated from the rest of the facility. The pool area should be under a negative pressure⁸ (0.05 to 0.15 inches of water) with respect to the rest of the facility.

Pool HVAC systems often include a reheat system to dehumidify during periods when outdoor humidity may be high. When outside conditions are appropriate these units may use up to 100% outside air to condition/dehumidify the pool area. This taxes the HVAC system in the effort to maintain design conditions⁹ for educational facility pool areas at 75° to 85° F. Care should be exercised to maintain the relative humidity between 50% and 60% due to the evaporative cooling effect on a person emerging from the pool. A higher humidity level will encourage corrosion and condensation.

The type of air distribution system influences the amount of air introduced into the pool area. Air volume above the minimum calculated value to maintain comfort may be recirculated provided the recirculated air is dehumidified and filtered to reduce contaminants to safe levels. Filters should be chosen based upon construction to avoid reaction with air contaminants. The minimum filter efficiency should be MERV 11 to minimize streaking of walls and floors from dirt contacting moist surfaces and for the protection and comfort of the occupants¹⁰.

For pool areas, outside air is rarely replaced or supplemented by filtration, as air introduction is used to assist in controlling humidity and odors.

Industrial Technology (Shops)

These occupational training areas incorporate heat and contaminant producing machinery (tools), welding

apparatuses and curing kilns. The designer should consult with facility planning authorities to assure proper airflow distribution is maintained. Airborne contaminants are produced from woodworking, glues, welding fumes, oils and paints. The average occupancy is 30 people per 1,000 square feet. Due to the nature of the contaminants produced, air quality is best addressed by a combination of outside air, filtration and possibly dust collection equipment.

The minimum level of air filtration, for protection of equipment and occupants is MERV 8 efficiency filter. These facilities have special exhaust requirements for welding, soldering, auto repair and paint booths. In addition, a dust collection system is sometimes prescribed and the clean collected air may be returned to the space. Industrial shops have a high sensible load due to the operation of the shop equipment. Since these areas are rarely air conditioned, the use of ventilation air at 20 CFM per occupant¹¹ is recommended.

Laboratories and Darkrooms

These special purpose rooms, in middle and secondary schools, may require fume hoods with special exhaust systems. A makeup air system may be required if there are several fume hoods within a room. If there are no fume hoods, a room exhaust system may be required for odor removal, depending on the type of experiments conducted in the room and whether animals are kept within the room.

The filtration for the air supply depends on the requirements for the laboratory. Conventional educational facility chemistry and physics laboratories¹² commonly apply MERV 8 prefiltration and MERV 13 final efficiency filters. Outside air ventilation for these areas (based upon 30 persons per 1,000 square feet) should be 20 CFM per person. For applications allowing reduction of outside air in laboratories, please consult your local Representative.

If the facility has laboratories of special needs, additional considerations must be made for special programs. High-efficiency particulate air (HEPA) filters should be provided for special spaces where research materials or animals are particularly susceptible to contamination from external sources. HEPA filtration of the supply air is necessary in such applications as environmental studies, specific pathogen-free research animals, nude mice, dust-sensitive work and electronic assemblies. In many instances, biological safety cabinets or laminar flow clean benches (which are HEPA filtered), rather than HEPA filtration for the entire room may be used. Please consult your Representative for more information on these specialized applications.

Any associated storage and preparation rooms are generally exhausted continuously to remove odors and vapors emanating from stored materials. Adequate ventilation for these areas is essential.

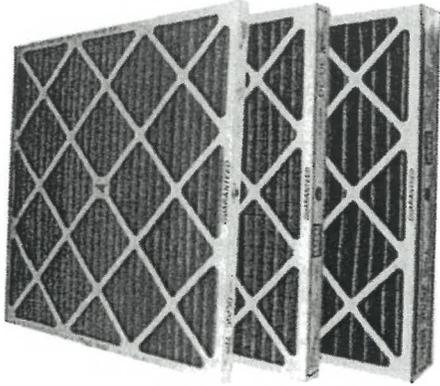
Additionally a local exhaust fan with a wall-mounted on-off switch may be needed for the occasional removal of excessive odors.

Conclusion

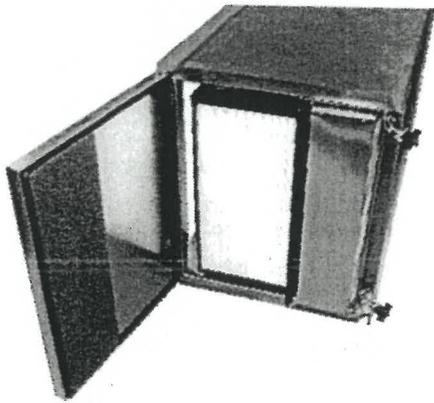
On any given school day, 51 million people, or one in five of the entire United States population, occupies a school building. There are 110,000 schools in over 15,000 districts, with 2.3 million teachers, 126,000 administrators and 600,000 support staff. By providing proper indoor air quality we can:

- Reduce absenteeism for students and staff
- Reduce building deterioration and improve energy efficiency
- Reduce outside air ventilation requirements
- Prevent strained relationships that result from poor indoor air quality
- Reduce liabilities
- And most important, we can protect our investment in the future.

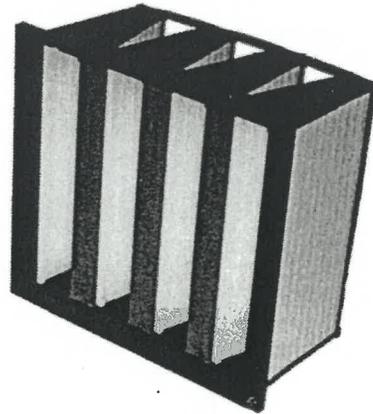
Camfil Products Applicable to Educational Facilities



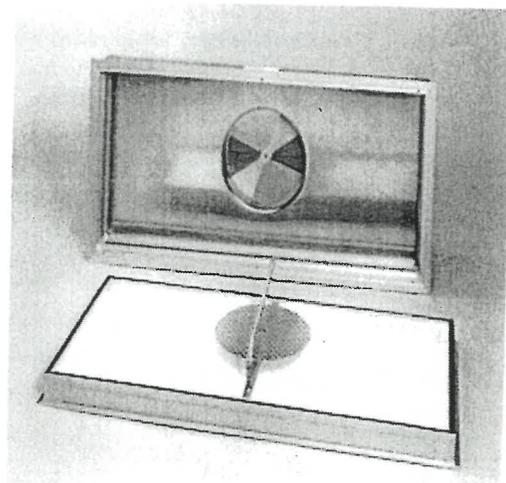
Camfil 30/30® - medium efficiency ASHRAE filtration (MERV 8) for air handler applications 5 tons and larger.



Camfil GlidePack® - ASHRAE grade filter housing ensures that all of the air seen by the filter will be treated by the filter. Shown with a 6-inch deep prefilter and Camfil Durafil® final filter for high dust loading applications.



Camfil Durafil® - medium-to-high efficiency ASHRAE filtration (MERV 11 to MERV 15) for application in air handlers or built-up bank systems.



Camfil Specialty Items – such as the HEPA efficiency ceiling filter modules for application in laboratories or specific source control.

For more information please contact
Camfil or your local **Camfil**
representative or
WWW.CAMFIL.US

Document References

- ¹ ASHRAE Standard 62-1989, Ventilation Standard for Acceptable Indoor Air Quality, Page 9, 6.1.2
- ² ASHRAE Standard 52.2
- ³ "Long Term Characteristics of HVAC Filters in a Real Environment", Dr. Stein Hanssen, Norwegian University of Science & Technology, Presented at Indoor Air '96".
- ⁴ ASHRAE Standard 62-1989, Ventilation Standard for Acceptable Indoor Air Quality, Page 7, 6
- ⁵ ASHRAE Standard 62-1989, Ventilation Standard for Acceptable Indoor Air Quality, Page 10, Table 2.2
- ⁶ ASHRAE Standard 62-1989, Ventilation Standard for Acceptable Indoor Air Quality, Page 10, Table 2.2
- ⁷ 1995 ASHRAE Applications Handbook, Page 4.4
- ⁸ 1995 ASHRAE Applications Handbook, Page 4.7
- ⁹ 1995 ASHRAE Applications Handbook, Page 4.7
- ¹⁰ 1995 ASHRAE Applications Handbook, Page 4.7
- ¹¹ ASHRAE Standard 62-1989, Ventilation Standard for Acceptable Indoor Air Quality, Page 10
- ¹² 1995 ASHRAE Applications Handbook, Page 13.8

Additional References

- Duguid, J.P. "The size and duration of air-carriage of respiratory droplets and droplet-nuclei" *Journal of Hygiene* 54 (1945): 471-479
- Lidwell, O.M. and R.E.O. Williams. *The epidemiology of the common cold.* *Journal of Hygiene* 59 (1961): 309-334
- Indoor Air Pollution, An Introduction for Health Officials*, Joint Publication of American Lung Association, American Medical Association, U.S. Consumer Product Safety Commission, and The U.S. Environmental Protection Agency
- Indoor Air Quality, Tools For Schools, IAQ Coordinators Guide*, U.S. Environmental Protection Agency, EPA 402-K-95-001, part of *Tools for Schools Action Kit*
- Technical Bulletin, Air Cleaning Devices for HVAC Supply Systems in Schools*, Arthur E. Wheeler, PE, Wheeler Engineering, published by Maryland State Department of Education, December 1992
- Industrial Ventilation, A Manual of Recommended Practice*, American Conference of Government Industrial Hygienists
- The following are available on Camfil Internet Home pages (<http://www.camfil.com>)
- NAAQS – U.S. Environmental Protection Agency Clean Air Quality Standards
- Relative sizes of common airborne bacteria and viruses.



QUOTE

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JMU PRICING							
PLEATED FILTERS							
F054862005	24 x 24 x 1 Farr 30/30	EACH	1	0	0	9.99	9.99
F040005	24 x 24 x 2 Farr 30/30	EACH	1	0	0	11.39	11.39
F059413005	25 x 16 x 4 Farr 30/30	EACH	1	0	0	15.57	15.57
BAG FILTERS							
F405617A30	HFESMV11/24/24/30/10 Bag	EACH	1	0	0	96.22	96.22
F405617A22	HFESMV11/24/24/22/10 Bag	EACH	1	0	0	85.49	85.49
F405617A12	HFESMV11/24/24/12/10 Bag	EACH	1	0	0	72.63	72.63
F405618A30	HFESMV13/24/24/30/10 Bag	EACH	1	0	0	98.02	98.02
F405618A22	HFESMV13/24/24/22/10 Bag	EACH	1	0	0	86.80	86.80
F405618A12	HFESMV13/24/24/12/10 Bag	EACH	1	0	0	75.05	75.05
F405619A30	HFESMV14/24/24/30/10 Bag	EACH	1	0	0	103.57	103.57
F405619A22	HFESMV14/24/24/22/10 Bag	EACH	1	0	0	91.90	91.90
F405619A12	HFESMV14/24/24/12/10 Bag	EACH	1	0	0	78.71	78.71
BOX FILTERS							
F855086011	24 x 24 x 6 Compac MV13	EACH	1	0	0	92.82	92.82
F855086021	24 x 24 x 6 Compac MV14	EACH	1	0	0	95.69	95.69
*F855086031	24 x 24 x 6 Compac MV15	EACH	1	0	0	101.43	101.43

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F049880005	24 x 24 x 2 Farr 30/30	EACH	1	0	0	18.98	18.98
F050005	25 x 16 x 4 Farr 30/30	EACH	1	0	0	25.95	25.95
BAG FILTERS							
F405617A30	HFESMV11/24/24/30/10 Bag	EACH	1	0	0	160.37	160.37
F405617A22	HFESMV11/24/24/22/10 Bag	EACH	1	0	0	142.49	142.49
F405617A12	HFESMV11/24/24/12/10 Bag	EACH	1	0	0	121.05	121.05
F405618A30	HFESMV13/24/24/30/10 Bag	EACH	1	0	0	163.36	163.36
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F405618A12	HFESMV13/24/24/12/10 Bag	EACH	1	0	0	125.08	125.08
F405619A30	HFESMV14/24/24/30/10 Bag	EACH	1	0	0	172.61	172.61
F405619A22	HFESMV14/24/24/22/10 Bag	EACH	1	0	0	153.17	153.17
F405619A12	HFESMV14/24/24/12/10 Bag	EACH	1	0	0	131.18	131.18
BOX FILTERS							
F855086011	24 x 24 x 6 Compac MV13	EACH	1	0	0	154.70	154.70
F855086021	24 x 24 x 6 Compac MV14	EACH	1	0	0	159.48	159.48
*F855086031	24 x 24 x 6 Compac MV15	EACH	1	0	0	169.05	169.05

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FG21608	24x24x4 GeoPleatw/HeaderMerv11	EACH	1	0	0	125.25	125.25
*AAF3014883024	24 x 24 x 6 Varicell M11 SH	EACH	1	0	0	105.26	105.26
*AG1136016	24 x 24 x 4 LOADTECH	EACH	1	0	0	80.28	80.28

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SALESPERSON: GERN
CUSTOMER NUMBER: JMU0000

SOLD TO: James Madison University 181 Patterson St. Department - Storeroom FM_purchasing@jmu.edu Harrisonburg, VA 22807 CONFIRM TO:	SHIP TO: James Madison University 181 Patterson St. Storeroom/CC Harrisonburg, VA 22807
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CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS Credit Card
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ITEM NUMBER	ITEM DESCRIPTION	UNIT	ORDERED	SHIPPED	B.O.	PRICE	AMOUNT
FG21608	24x24x4 GeoPleatw/HeaderMerv11	EACH	1	0	0	208.75	208.75
*AAF3014883024	24 x 24 x 6 Varicell M11 SH	EACH	1	0	0	175.43	175.43
*AG1136016	24 x 24 x 4 LOADTECH	EACH	1	0	0	133.84	133.84

LIST PRICE

As of May 1, 2021; Payment by Credit Card will incur a 3.5% surcharge.

Net Order:	518.02
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total	518.02

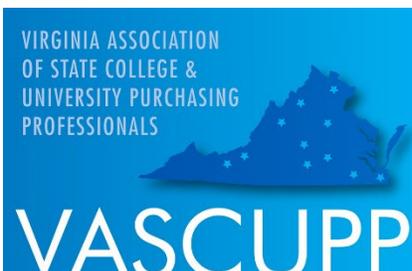


Request for Proposal

RFP# MPM-1166

HVAC Filters

November 8, 2022



REQUEST FOR PROPOSAL
RFP# MPM-1166

Issue Date: November 8, 2022
Title: HVAC Filters
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on December 7, 2022 for Furnishing The Services Described Herein.

MANDATORY/ OPTIONAL PRE-PROPOSAL: See Special Terms and Conditions

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Michael Morrison, Buyer Senior, Procurement Services, morrismp@jmu.edu; 540-568-6181; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒⇒ SMALL; WOMAN; MINORITY ***IF MINORITY:*** AA; HA; AsA; NW; Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # MPM-1166

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide HVAC Air Filters for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University is a public, comprehensive university of approximately 20,181 students, 924 full-time teaching faculty and 1,238 staff and administrators. The University is located in Harrisonburg, Virginia, a city of approximately 45,137 people located in the heart of the scenic and historically rich Shenandoah Valley. The University is known for the high quality of its academic programs, its commitment to liberal arts education and its extremely competitive admissions process.

The campus is 721 acres and includes approximately 150 buildings. The University has buildings of various ages and with differing HVAC systems from a variety of manufacturers.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

The intent of this RFP is to establish a contract for the supply of HVAC Air Filters as well as the performance of related service activities. The University will use this contract to purchase a variety of air filters, including specialized filters and related accessories.

- A. Service activities include but are not limited to: filter surveys, troubleshooting air filter problems, product recommendations, training, new product development, custom fabrication of filters, and follow-up on product performance.
 1. Expectations for service activities include, but are not limited to:
 - a. Contractor shall respond to a customer service request within one (1) business day after receiving notification.
 - b. Contractor shall provide product support; to include technical assistance, troubleshooting air filter problems, product recommendations, and performance follow-up.
 - c. Contractor shall provide the University with contact information for the technical engineering department of product manufacturers' for any problems relating to air filter use.

- d. Contractor shall provide site filter surveys, training, and custom fabrication of filters as requested.
 - e. Contractor shall assist customers in making cost-effective purchases and suggesting alternate products or methods.
 - f. Contractor shall set up a site filter maintenance replacement program, as requested.
 - g. Contractor shall notify the University immediately of changes to product design or performance specifications.
- B. In the event that a manufacturer discontinues a product; the contractor may request the University to substitute a new product or model on contract. The University may allow the contractor to provide a substitute for a discontinued item providing:
- 1. A formal manufacturer announcement that the product has been discontinued.
 - 2. Documentation from the manufacturer that provides clear evidence that the replacement will be compatible with all the functions or uses of the discontinued product.
 - 3. Documentation that the price for the replacement is the same as (or consistent with) the original contract price of the discontinued product.
 - 4. As applicable, if a sample is requested, notification will be given by the University as to whether the sample is acceptable, or – if rejected – a reason shall be given.
- C. No minimum order shall be required. Broken case orders shall be acceptable with no additional cost to the University. Broken case orders are defined as an order of less than standard case-lot quantity.
- D. Pricing shall include all delivery and handling costs (FOB) to any destination. The University is responsible for expedited shipping costs when requested.
- E. Contractor shall make deliveries with the following conditions:
- 1. Standard products shall be delivered within ten (10) business days.
 - 2. Non-standard or custom products shall be delivered within twenty (20) business days. If delivery is not possible because of specialized materials or product specifications then the contractor shall provide a mutually acceptable firm delivery date.
 - 3. Delivery shall be during normal University business hours (7:30 AM – 4:30 PM Monday through Friday).
 - 4. Contractor is responsible for shipping costs and arranging for pick-up of any defective returns and arranging for a Call Tag to ensure freight is charged to the contractor for defective returns, within ten (10) business days.
- F. Quality of products provided by the contractor must meet all Federal, State, and local standards for quality, energy efficiency, and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the University.

G. Samples:

1. The University reserves the right to request from the contractor a sample (or samples) of products offered at any time prior to (or after) the award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Samples must be submitted free of charge and be accompanied by the contractor name and address, any descriptive literature, and a statement including how and when the sample is to be returned.
2. When an approved sample exceeds the minimum specifications, all product delivered must be of the same quality and identity as the sample.
3. All samples are subjected to tests in the manner and place designated by the University; either prior to or after the award of a contract.

H. James Madison University reserves the right to obtain cost estimates prior to authorizing work and to solicit and procure such services, separate and apart from the resultant contract(s), as may be deemed in the best interest of the University. Upon approval of the proposal received by the University; a purchase order will be issued as authority to proceed with the work. No work is to be undertaken by the contractor until a purchase order has been received. Contractor shall not perform work or include additional services or equipment which would result in exceeding dollar limitation of the purchase order without first having obtained written approval from the University.

I. The tables below represent the type, quality, and performance of pleated panel filters, pocket/bag filters, mini-pleated v-bank air filters, and extended surface mini-pleated filters, the University is currently using.

High-Capacity MERV 8 Pleated Panel Filters			
Nominal Size (width x height x depth)	24x24x1	24x24x2	24x24x4
Minimum Efficiency Reporting Value (MERV-A)	8	8	8
Rated Flow Capacity (CFM)	1400	2000	2000
Final Resistance (in W.G.)	1.0	1.0	1.0
Rated Initial Resistance (in W.G.)	0.23	0.31	0.27
Pleats per Lineal Foot	16	15	11
Gross Media Area (in square feet)	9.8	17.3	27.7

Energy-Saving, Extended Surface Area, High Efficiency (MERV-A 11, 13, & 14)			
Nominal Size (width x height x depth)	24x24x30	24x24x22	24x24x12
Number of Pockets	10	10	10
Minimum Efficiency Reporting Value (MERV-A)	11	11	11
Rated Flow Capacity (CFM)	2000	2000	2000
Final Resistance (in W.G.)	1.5	1.5	1.5
Rated Initial Resistance (in W.G.)	0.29	0.32	0.35
Gross Media Area (in square feet)	97	71	39

Extended Surface Mini-Pleated Filters			
	Geopleat	M-Pak	Legacy
Nominal Size (width x height x depth)	24x24x4	24x24x6	24x24x4
Minimum Efficiency Reporting Value (MERV-A)	11	11	11
Rated Flow Capacity (CFM)	2000	2000	2000
Final Resistance (in W.G.)	1.5	1.5	1.5
Rated Initial Resistance (in W.G.)	0.27	0.39	0.23
Gross Media Area (in square feet)		105	49

Energy-Saving, Extended Surface Area, High Efficiency			
Nominal Size (width x height x depth)	24x24x12	24x24x13	24x24x14
Minimum Efficiency Reporting Value (MERV-A)	11	13	14
Rated Flow Capacity (CFM)	2000	2000	2000
Final Resistance (in W.G.)	1.5	1.5	1.5
Rated Initial Resistance (in W.G.)	0.22	0.28	0.29
Gross Media Area (in square feet)	97	71	39

- J. Describe in detail your approach to each of the following items and include any associated costs.
1. Describe approach to providing the specified services for both large and small scale projects to include process, methodology, and work plan.

2. Describe experience providing the specified services. Emphasize experience with other higher education institutions similar to JMU.
3. Identify and provide copies of all relevant certifications and licenses that the contractor and/or employees currently hold.
4. Designate the primary point of contact for the contract account. The University prefers to have a single, consistent, point of contact for these services.
5. Describe invoicing procedure. Provide a sample proposal and invoice.
6. Identify other services offered to James Madison University and the associated costs.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of

the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.

The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	30
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	15
5. Cost	<u>20</u>
	100

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of

1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts

for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced

charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if

the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and

suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	
Name of Purchasing Officer:		

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- S. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- T. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank’s Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

The offeror shall provide incentives and/or increased discounts that would be offered if multiple VASCUPP institutions utilize the contract for goods and offered services. A list of VASCUPP member schools can be found at www.vascupp.org.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

Add additional rows as needed to list all rates for labor and services as well as goods and equipment offered.

PRICING SCHEDULE BY ZONE									
Regular Time Labor Rates (7:30 AM – 4:00 PM Monday – Friday)*									
Service	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9
“Position” Labor Rate \$/hour									
“Position” Labor Rate \$/hour									
Overtime/Emergency Labor Rates (Outside of Regular Time working hours)									
“Position” Labor Rate \$/hour									
“Position” Labor Rate \$/hour									
Products & Equipment (Listed by Manufacturer and Discount Rate Offered)									
Manufacturer	% Off List Discount Offered by Zone								
Other Fees									
Charge Card Processing Fees	%								

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
 Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposals dated _____:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) List each addendum that may be issued
(3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)