

**Northern Kentucky University
Procurement Services
Bid # NKU-32-2022**

**ITB
For
HVAC Filters**



6/8/2022

Proposal NO: NKU-32-2022
Issue Date: 06/08/2022
Title: HVAC Filters
Purchasing Officer: Blaine Gilmore
Phone: 859.572.6449

RETURN ORIGINAL COPY OF PROPOSAL TO:

**Northern Kentucky University
 Procurement Services
 1 Nunn Drive
 617 Lucas Administrative Center
 Highland Heights, KY 41099**

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 6/23/2022 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <http://procurement.nku.edu/policies/terms-and-conditions.html>, apply to this Request for Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

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Terms and Conditions & Instructions to Bidders:

<http://procurement.nku.edu/policies/terms-and-conditions.html>

NOTICE OF ADVERTISEMENT**PROJECT TIMETABLE:**

Invitation for Bid Issued	June 8, 2022
Questions Due	June 15, 2022 @ 12:00 pm ET
BIDS DUE	June 23, 2022 at 2:00 pm ET

Contract award will be made immediately upon evaluation of bids.

Note that implementation is dependent upon final funding approval and permitting.

SUBMITTAL OF BID:

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its bid response in a **sealed package** addressed to:

**Blaine Gilmore
Director, Procurement Services
Lucas Administrative Center, Suite 617
1 Nunn Drive
Northern Kentucky University
Highland Heights, KY 41099**

Both inner and outer envelopes/packages should bear respondent's name and address, and clearly marked on package(s) as follows:

**ITB NKU-32-2022
HVAC Filters**

Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your bid. All requests for information, questions or comments relative to this project should be directed, in writing to:

**Ryan Straus
Coordinator, Procurement Services
Lucas Administrative Center, Suite 617
Northern Kentucky University
Highland Heights, KY 41099
Strausr2@nku.edu**

Note: Bids received after the closing date and time will not be considered.

HVAC FILTERS - REQUIRED BID DOCUMENTS

Failure to submit these forms may nullify your bid:

- Form of Proposal (Page 10)
- Unit Price List (Attached and Excel file also available to view / download at the [NKU Planroom](#))
- Bid Bond (5%)
- List of Materials & Equipment

- Authentication of Bid (pg.2)

SPECIAL CONDITIONS

GENERAL TERMS AND CONDITIONS:

The general terms and conditions linked below shall be applicable to this Bid and take precedence over any Contractor terms and conditions:

<http://procurement.nku.edu/policies/terms-and-conditions.html>

TAXES:

NKU is Tax Exempt and should not be charged sales tax.

GOVERNING LAW:

Proposers shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices relating to the Project Site or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting Contract shall be governed by Kentucky Law and any claim relating to this Contract shall only be brought in the Franklin Circuit Court in Accordance with KRS 45A-245.

UNIT PRICES:

Supplier must provide a complete listing of unit prices. Failure to do so may rule bid invalid.

METHOD OF AWARD:

It is the University's intention to make the award to the qualified, responsible, and responsible bidder on an extended lowest total cost basis. Each line item must be priced by unit and extended, with the extensions added to equal the total.

However, the University reserves the right to award on a line item basis, if it is in the best interest of the University.

CONTRACT PERIOD:

The contract period shall be for three (3) years from date of award, with the option to renew on a year-to-year basis, not to exceed two (2) renewals. All renewals of proposed contracts will be with the concurrence of the University and the Contractor.

Sixty (60) days prior to the expiration of the contract, or any extension thereof, a review of vendor performance will be made to determine the feasibility for renewing the contract for another year.

If an agreement cannot be made for renewal, the contract may be extended without modification for up to ninety (90) days to allow for rebidding.

PRICE ADJUSTMENTS:

All prices quoted in response to this Invitation for Bid shall be firm for the duration of the contract's term. Price adjustment requests will be considered at each contract renewal. Allowable increases for all items in this Invitation for Bid will be limited to the percentage price change, of materials, passed to the contractor by the manufacturer. It will be the responsibility of the Contractor to maintain authentic records of the prices paid for each item at the onset of the contract period and any price increase received from the manufacturer during the contract period and any extension.

It shall be the responsibility of the contractor to request any required price changes in writing, with all supporting

documentation, to Procurement Services of Northern Kentucky University, sixty (60) days prior to any contract extension.

Upon review and approval by the University, of said documentation, price adjustments will become effective with the contract extension.

Price decreases, on an industry-wide basis, should be brought to the attention of the University, immediately. The contract pricing will be adjusted accordingly, as soon as practical after such notification.

DELIVERY:

The University has an ongoing requirement for the materials indicated in this solicitation. It is an express condition of any award that a supplier shall maintain a reasonable local stock for delivery to the University. Failure to maintain such a stock shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.

Repeated delayed or partial deliveries shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.

The vendor shall deliver, without additional charge, all orders properly placed with the vendor. There shall not be a minimum order or delivery size.

Deliveries on standard items are to be made within one week of order release by the University. The Contractor Representative is to keep the University informed as to lead times for special sizes to assure that the University has sufficient time to place orders.

Warehouse normally accepts deliveries only between 8:15 a.m. and 4:00 p.m. Times may be adjusted during holiday breaks.

INSURANCE

If awarded, bidder / proposer must provide NKU with an insurance certificate listing NKU as a certificate holder and additionally insured.

**Northern Kentucky University
617 Lucas Administrative Center
1 Nunn Drive
Highland Heights, KY 41099**

The Contractor shall furnish the University the Certificates of Insurance and guarantee the maintenance of such coverage during the term of the contract. The Contractor shall provide an original policy endorsement of its CGL insurance naming Northern Kentucky University and the directors, officers, trustees, and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Additionally, the Contractor shall provide an original policy endorsement for Waiver of subrogation in favor of the Northern Kentucky University its directors, officers, trustees, and employees as additional insured.

Our basic insurance requirements are:

Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$100,000 limits of liability.

Comprehensive General Liability (CGL) Insurance the limits of liability shall not be less than \$500,000 each occurrence for bodily injury and \$250,000 property damage.

Comprehensive Automobile Liability Insurance: To cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than \$500,000 for bodily injury and \$100,000 for property damage.

Excess liability insurance in an umbrella form for excess coverages shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each.

REJECTION OF DELIVERY:

If an order is received and found to be damaged, the Contractor will be notified immediately. Should replacement materials be required, said materials will be replaced within five working days, at no additional charge to the University. Should an emergency exist, the Contractor shall ship a sufficient quantity by the fastest available means of transportation, at the Contractor's expense.

Incorrect material will result in the Contractor being notified immediately. Should replacement materials be required, said materials shall be replaced within five working days, at no additional charge to the University. Should an emergency exist, the Contractor shall ship a sufficient quantity by the fastest available means of transportation, at the Contractor's expense.

Over shipments are not acceptable.

Damaged and incorrect material delivered to the University will require a written notice of disposition, to the University, detailing what actions are to be taken. If no information is provided to the University within ten days, the University may dispose of the material, by a method selected by the University. In no case, will the University be held liable for any expense associated with return shipments, or disposal.

INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices, to the billing address shown on the Purchase Order.

All invoices must be itemized as follows:

1. Purchase Order Number must be referenced.
2. Contract Number must be referenced.
3. Ship to address must be clearly stated.
4. Line item descriptions of all items purchased.
5. Accurate quantities for each line item purchased.
6. Correct unit prices for each line item, as stipulated in the contract.

The University, in accordance with state regulations, shall not pay per invoice, but only upon completion of the order.

In the event that the Contractor offers a prompt payment discount, the date the order is received, or the date the correct invoice is received, whichever date is later, will be used to compute all such discounts.

EMERGENCY PURCHASES:

The University reserves the right to purchase, on the open market, items covered by this contract, if, in the opinion of the University, there is an emergency demand, or the Contractor fails to deliver required quantities in a timely manner. Such action, by the University shall not be considered a breach of contract.

SUBSTITUTIONS:

If the bidder proposes to furnish an "equal" product, the brand name and model number of the product to be furnished shall be inserted in the space provided on the Form of Proposal. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the University and will be based on information furnished by the bidder in his bid.

The University is not responsible for locating or securing any information, which is not included in the bid. Accordingly, to insure that sufficient information is available, the bidder must furnish as part of his bid, all descriptive material (such as cuts, illustrations, drawing, specifications, or other information) necessary for the University to:

1. Determine whether the products offered meet the performance requirements, salient characteristics, and functional requirements of the materials bid.
2. Establish exactly what the bidder proposes to furnish and what the University would be binding itself to purchase by making an award.

Furnish only pertinent information on items you are bidding. Complete catalogues are not necessary but, if furnished, you are to identify exact location in catalogue and identify clearly item being bid. Failure to furnish adequate data with your bid for evaluation may be cause for rejection of the bid.

SAMPLES AND DEMONSTRATION:

Samples or demonstrations may be requested, after the bid opening but prior to the award of a contract, if items are other than specified. When required, such samples are to be furnished after the date of bid opening only upon the request of Northern Kentucky University. If samples, and/or demonstrations should be requested, such samples must be received by NKU no later than five (5) working days after formal request is made. Bid samples shall be an exact and true representative sample of the material and equipment offered. Bid samples shall be provided at no cost to the University. Samples not used for tests may be returned to the bidder, if requested.

REPRESENTATION:

The Contractor shall be responsible for providing, continuous, representation to service the University account. Furthermore, the Contractor Representative shall be available, upon reasonable notice for priority and imminent situations, which shall include, but not be limited to, expediting orders, resolving improper shipments, resolving quality or performance issues and correcting invoicing errors. Please furnish the name of this contact person, telephone, and fax number for placing orders on the Form of Proposal.

SPECIFICATIONS

SCOPE

This Invitation for Bid covers the estimated requirements for Northern Kentucky University for Filters for use in HVAC systems. The purpose is to establish a requirements contract with firm pricing and delivery under which NKU may place orders, as required.

PROPOSAL

The specifications provided are intended to define the level of characteristics, quality and performance of the requested products and not to be restrictive. Products offered shall be of equivalent dimensions, quality and performance. Bidders offering other products shall submit, with their bids, an itemized comparison with this specification documenting equivalence for dimensions, quality and performance.

Bids offering "equal" products including products of the brand name manufacturer other than the one described by brand name will be considered for award if such products are clearly identified in the bid response and are determined by the University to:

1. Fully meet the salient characteristics and requirements referenced in the bid.
2. Meet materially all characteristics of the specified items in the bid.

Unless the bidder clearly indicates in his bid that he is offering "or equal" product, his bid shall be considered as offering the brand name products referenced in the bid.

STANDARD SIZE FILTERS: MERV 11

Filters shall be high capacity, 100% Synthetic Media, enclosed in a heavy duty, moisture resistant, die-cut frame. Media shall be bonded to metal grid on air-existing side. Filters shall be MERV 11, PER ASHRAE 52.2-99, Table 12-1. Filters shall meet the following performance and construction requirements:

<u>Basis Filter</u>	<u>Resistance (initial)</u>	<u>Resistance (Final)</u>	<u>Media Area*</u>	<u>Pleats per Linear foot</u>
24 x 24 x 1	0.30	1.00	9.6 Sq. Ft.	16
24 x 24 x 2	0.34	1.00	18.6 Sq. Ft.	15
24 x 24 x 4	0.34	1.00	30.6 Sq. Ft.	12

*Filters bid in this section shall contain the minimum media area based on the 24 x 24 filters above. All other sizes shall be directly proportional.

Bidder must provide product literature with technical specifications and test reports together with bid for each type/model of filters included in the bid.

STANDARD SIZE FILTERS: MERV 7

Filters shall be high capacity, 100% Synthetic Media, enclosed in a heavy duty, moisture resistant, die-cut frame. Media shall be bonded to metal grid on air-existing side. Filters shall be MERV 7, per ASHRAE 52.2-99, Table 12-1. Filters shall meet the following performance and construction requirements:

<u>Basis Filter</u>	<u>Resistance (initial)</u>	<u>Resistance (Final)</u>	<u>Media Area*</u>	<u>Pleats per Linear foot</u>
24 x 24 x 1	0.30	1.00	9.6 Sq. Ft.	16
24 x 24 x 2	0.24	1.00	18.6 Sq. Ft.	15
24 x 24 x 4	0.22	1.00	30.6 Sq. Ft.	12

*Filters bid in this section shall contain the minimum media area based on the 24 x 24 filters above. All other sizes shall be directly proportional.

Bidder must provide product literature with technical specifications and test reports together with bid for each

type/model of filters included in the bid.

RIGID BOX FILTERS (24 X 24 X 12): 65% EFFICIENCY

Filters shall be 65% efficient, moisture resistant, lofted synthetic media. Media shall be mounted in a rigid format to a galvanized steel frame. Frame shall include diagonal support bracing, moisture resistant media contour stabilizers and metal media support grid. Media shall be chemically bonded on all four sides of the frame to eliminate air by-pass. Filters shall have an initial static Pressure drop of 0.31" @500 fpm. Minimum media area shall be 60 Sq. Ft.

ASHRAE Style cell filters (aluminum corrugated separator style) will not be accepted as an equivalent.

Bidder must provide product literature with technical specifications and test reports together with bid for each type/model of filters included in the bid.

FORM OF PROPOSAL

LUMP SUM BASE BID

Bidder must also complete the Unit Price List form attached at the end of this document. The Excel file is also available for download at in the [NKU Planroom](#).

The Bidder agrees to furnish all labor, materials, supplies, supervision and services required for the purchase of HVAC Filers at Northern Kentucky University. These services to be provided in accordance with Specifications and Contract Documents, and any duly issued Addenda for the LUMP SUM BASE BID set forth below:

Lump Sum Base Bid:

_____ Dollars _____ Cents
 (USE WORDS) (USE WORDS)
 \$ _____
 (USE NUMBERS)

This offer is for, at minimum, _____ calendar days from the date this offer is opened. In submitting the above it is expressly agreed that upon proper acceptance by Northern Kentucky University of any or all items offered, a contract shall thereby be created with respect to the items accepted.

THIS BID SUBMITTED BY:

 (Name and Address of Bidder)

DATE: _____ AUTHORIZED SIGNATURE: _____

NOTE: *The Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest must be properly executed for this Bid to be valid.*

This Bidder, in compliance with this Request for Bid, and having carefully examined the complete contract documents, as well as the specifications for the work as prepared by Northern Kentucky University, hereby proposes to furnish all labor, supervision, materials, supplies and services required to perform the specifics of the Contract Documents, within the time set forth herein and for the final negotiated price.

The Bidder, hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATE _____

REFERENCES

Bidder Qualifications: The bidder is required to submit a list of completed projects where he has performed similar work to that specified herein.

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____
