



March 27, 2013

**Invitation to Bid No. 121630  
HVAC FILTERS**

**Addendum No. 1**

Instructions to Bidders:

REPLACE the Cover Page and Pages 1 to 6 with the enclosed Cover Page A and Pages 1A to 7A

The date and time of the bid opening remains the same.

SIGN this Addendum below acknowledging receipt and understanding, INSERT it in the bidding document, and RETURN IT WITH YOUR BID.

Respectfully,

CITY OF ROCHESTER

Charles Zettek Jr.  
Purchasing Agent

The undersigned bidder acknowledges receipt and understanding of Addendum No. 1.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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**PRINTED NAME OF BIDDER**

**HVAC FILTERS**

Invitation to Bid No. 121630

Issued: March 18, 2013

**PURCHASING BUREAU CONTACT:** Gary Tomaselli, Purchaser (585) 428-7389

**BID OPENING:** Thursday, April 4, 2013 at 11:00 a.m.

**Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, prior to bid opening, at which time and place all bids will be opened, read and recorded.**

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appears immediately following this title page and is incorporated into the bidding document and contract by reference.

**CONTRACT CHARACTERISTICS**  
(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT, WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: YES

Descriptive Literature/Technical Data Requirement: IF REQUESTED

**BIDDERS:** Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



## HVAC FILTERS

### 1. SCOPE AND CLASSIFICATION

- 1.1 This specification identifies certain HVAC filters used by the City of Rochester and/or the Rochester City School District. Specific unit prices are being requested to permit the City to purchase these filters directly from a single vendor on an as needed basis.

### 2. SPECIFICATIONS

- 2.1 The specific filters required are listed on the Proposal Page. The manufacturer and product specified is the product desired by the City.
- 2.2 Pleated filters. The filters shall contain no less than the number of pleats per lineal foot as specified in the following schedule: Filter Thickness 4"; Pleats per Foot 10. The filters shall meet the minimum performance requirements based on the ASHRAE 52.2-2007 test standards. The filters shall be classified Class 2 per U.L. Standard 900.
- 2.3 Bag Air Filters. The filters shall have a Minimum Efficiency Reporting Value of MERV-A 13 per ASHRE standard 52.2-2007. The filter shall be capable of withstanding 5.0" w.g. without failure of the filter. The filter shall be classified by Underwriters Laboratories as UL Class 2. Manufacturer shall provide evidence of facility certification to ISO 9001-2000. The filter shall have an Energy Cost Index (ECI) value of five stars.
- 2.4. Filters to be provided:
- Item 1. Airguard 24 x 24 x 22, Model #VP8-A-8-22  
Filter Type: Fiberglass  
Filter Characteristic: Non Synthetic Media. Merv-A 13 rated
  - Item 2. Camfil Farr/Aeropleat 4 or Equal, 28.5 x 29.5 x 4  
Filter Type: High Capacity Pleated  
Filter Characteristic: Non Synthetic Media. Merv-A 8 rated
  - Item 3 Camfil Farr/Aeropleat 4 or Equal 24 x 24 x 4  
Filter Type: High Capacity Pleated  
Filter Characteristic: Non Synthetic Media. Merv-A 8 rated
  - Item 4 Aerostar 9.75 x 31.75 x .50, Model #1001753  
Filter Type: Fiberglass
  - Item 5 Aerostar 9.75 x 23.75 x .50, Model #1033649 (Series 400 EXACT)  
Filter Type: High Capacity Pleated  
Filter Characteristic: Merv 10 rated
  - Item 6 24 x 24 x 22 Bag Filter (Air Handler-Model #5M442)  
Filter Type: Fiberglass  
Filter Characteristic: Non Synthetic Media. Merv-A 13 rated
- 2.5 Alternates may be bid, however, if an alternate is bid, the bidder must supply complete product information, and will be required to provide up to two samples, at no cost to the City for testing. The City reserves the right to conduct whatever

## HVAC FILTERS

tests it deems necessary to determine equivalency, including, if needed destructive tests. The City will not return any samples provided.

- 2.6 Bidder must indicate how product is packaged and delivered, e.g. single unit, 5/box, etc. including minimum individual order quantity, if any.

### 3. GUARANTEE

Bidder must submit their standard product guarantee with the bid. The City reserves the right to reject any bid that does not provide industry standard guarantees for its products.

### 4. QUANTITIES

- 4.1 All quantities listed on proposal sheet are estimated usage for one (1) year.
- 4.1.1 There is no guarantee that quantities purchased off this contract will be equal to or more than estimates. Actual orders over the course of a year may be more or less than the quantities shown on the Proposal page.
- 4.1.2 If the pricing offered is based on a minimum annual quantity, the bidder must note that. Failure to specify a minimum quantity will be interpreted by the City that the pricing offered is good for a quantity of one or more during the contract term.
- 4.1.3 The City reserves the right to reject any bid if a minimum annual quantity requirement if the City deems it too restrictive, i.e. limits the City's flexibility to select filters only in the quantity that it needs, regardless of the price offered.
- 4.1.4 Items 1-5 are used by the City of Rochester. Item 6 is used by the Rochester City School District. See section 11.2.
- 4.2 This contract will only cover actual quantities ordered during the term of the contract.
- 4.3 Purchases will be made by Purchase Order only.

### 5. MINIMUM ORDER

- 5.1 Bidders must note if there is a minimum order size per shipment.
- 5.2 The City reserves the right to reject any bid where the minimum order size requirement is not acceptable.

### 6. DELIVERY

- 6.1 Delivery terms are F.O.B. destination.
- 6.2 Delivery to be made within ten (10) days A.R.O.

## HVAC FILTERS

- 6.3 If this time is not acceptable, the bidder should state their guaranteed delivery on the Proposal Page. The Purchasing Agent reserves the right to reject any bids in which the delivery time is unacceptable.
- 6.4 Failure to deliver promptly shall constitute non-conformity with the specifications and may result in termination of the contract at the discretion of the Purchasing Agent.

### 7. CONTRACT TERM

- 7.1 Contract prices will be firm from date of award to March 31, 2014.
- 7.2 The City may extend the contract for up to one (1) additional term of one (1) year or less provided such extension is mutually agreeable to both the City and the contractor.
- 7.3 At the time a contract extension is offered, the contractor may request a price change for one or more of the items in the contract. The basis of the price request must be provided in writing. The City reserves the right to accept a negotiated price change, or not extend the contract, whichever is in its best interest.

### 8. BASIS OF AWARD

- 8.1 Award will be made to the lowest responsive and responsible bidder based on the Total Bid Price.
- 8.2 However, if making an award based upon the lowest price per item results in a lower net cost to the City after factoring in the cost of making multiple awards, the City reserves the right to make the award based upon items or groups of items.
- 8.3 The City reserves the right to reject all bids, or to make an award only for some, but not all of the items listed on the Proposal page, if items offered can be purchased by the City at a lower price from another public bid contract

### 9. QUALIFICATION OF BIDDER

- 9.1 Bids will be accepted for only established manufacturers or their authorized distributors. In the event a bid is submitted by a distributor, the distributor hereby guarantees that he/she is an authorized distributor of the manufacturer and that the manufacturer has agreed to supply the distributor with all quantities of items to be ordered by the distributor pursuant to any resulting contract with the City.
- 9.2 Prior to award, low bidder must show evidence of ability to fulfill the specifications and submit three references if so requested.

### 10. REJECTION OF BIDS

- 10.1 The City of Rochester reserves the right to reject any and all bids or proposals if the best interest of the City of Rochester will be served by such action.
- 10.2 The Purchasing Agent reserves the right to reject any bid that is unrealistic or where a disproportionate unit cost is proposed.

## HVAC FILTERS

- 10.3 The Purchasing Agent reserves the right to reject any bidder who proposes an unacceptable product or cannot prove to the satisfaction of the City its ability to execute the terms and conditions of this contract.

### 11. POLITICAL SUBDIVISIONS

- 11.1 Bidders should note that other political subdivisions may participate in the contract resulting from this bid award as authorized by General Municipal Law. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to provide other political subdivisions a copy of this contract if requested.
- 11.2 Rochester City School District. The Rochester City School District (RCSD) may choose to purchase one or more items from this contract. Specifically, Item #6 is a filter used by the RCSD, but not the City of Rochester. Bidders must be prepared to accept orders from the RCSD using the RCSD P-Card (a purchasing/credit card issued by VISA) at the same prices offered in this bid.

### 12. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 12.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 12.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.
- 12.3 No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

**HVAC FILTERS**

**PROPOSAL**

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in the Invitation to Bid without exception, unless exceptions are clearly noted in the proposal. Signature must be that of the bidder or any employee or agent authorized to sign on behalf of the bidder.

| Item # | Description  | Unit Price | Quantity | Extension |
|--------|--|------------|----------|-----------|
| 1      | Airguard 24x24x22, Model #VP8-A-8-22<br>Product Offered _____<br>Package/delivery unit _____                           | \$ _____   | X 200 =  | \$ _____  |
| 2      | Camfil Farr/Aeropleat 4 28.5 x 29.5 x 4<br>Product Offered _____<br>Package/delivery unit _____                        | \$ _____   | X 200 =  | \$ _____  |
| 3      | Camfil Farr/Aeropleat 4 24 x 24 x 4<br>Product Offered _____<br>Package/delivery unit _____                            | \$ _____   | X 200 =  | \$ _____  |
| 4      | Aerostar 9.75 x 31.75 x .5" Model #1001753<br>Product Offered _____<br>Package/delivery unit _____                     | \$ _____   | X 200 =  | \$ _____  |
| 5      | Aerostar 9.75 x 23.75 x .5" Model # 1033649 (Series 400 EXACT)<br>Product Offered _____<br>Package/delivery unit _____ | \$ _____   | X 200 =  | \$ _____  |
| 6      | 24 x 24 x 22 Bag Filters (Air Handler-Model #5M442)<br>Product Offered _____<br>Package/delivery unit _____            | \$ _____   | X 150 =  | \$ _____  |

TOTAL BID \$ \_\_\_\_\_

**Guaranteed Delivery** \_\_\_\_\_ **Days A.R.O.**

**Minimum order size per shipment – if YES – what is it** \_\_\_\_\_

**Minimum Annual Quantity Requirement – if YES – state Quantity** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name of Authorized Signature

\_\_\_\_\_  
Typed Name of Company

(Continued through Page 7-A)



**HVAC FILTERS**

**PROPOSAL**

PRINT OR TYPE THE FOLLOWING INFORMATION:

\_\_\_\_\_  
Name of Firm or Corporation

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone/Fax No. Federal Employer ID No.

\_\_\_\_\_  
E-mail address of recipient of contract awards and extensions

Date: \_\_\_\_\_

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ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

\_\_\_\_\_

Contract No. \_\_\_\_\_ Contract Term: \_\_\_\_\_

\_\_\_\_\_  
Purchasing Agent

Date: \_\_\_\_\_