

## INVITATION TO BID

The City of Rochester, New Hampshire is accepting sealed bids for **“Automotive Filters”** Bids must be submitted in a sealed envelope plainly marked:

**“Automotive Filters”**

“Bid # 09-45

City of Rochester

31 Wakefield Street

Rochester, NH 03867

Attn: Purchasing Agent

All bids must be received no later than **“June 11, 2009”** at **“2:30”** p.m. No late bids, faxed, e-mailed or telephone bids will be accepted. Bid proposals and specifications may be obtained by visiting [www.rochesternh.net](http://www.rochesternh.net), or emailing [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net), or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All bid questions must be submitted in writing (email preferred) to the Purchasing Agent. All bid proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted.

**BID SPECIFICATIONS**  
**1 of 5 pages to be completed**

VENDOR NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAPA PART NUMBER	BRAND/PART NUMBER	PRICE
<b>OIL FILTERS</b>		
1036		
1040		
1042		
1056		
1060		
1061		
1064		
1065		
1068		
1085		
1089		
1191		
1194		
1243		
1259		
1268		
1311		
1361		
1372		
1374		
1493		
1494		
1522		
1549		
1551		
1553		
1602		
1634		
1637		
1654		
1666		

**BID SPECIFICATIONS**  
**2 OF 5 pages to be completed**

1730		
1733		
1734		
1746		
1748		
1749		
1759		
1791		
1798		
1799		
1806		
1860		
7082		
7202		
7243		
7701		
7723		
1791XE		
7740XE		
7084		
7089		
7098		
7116		
7418		
7744		
8607		
8608		
8611		
8613		
8708		
8815		
8836		
8847		
8881		
8897		
8904		
8917		
8949		
8968		

**BID SPECIFICATIONS**  
**3 of 5 pages to be completed**

8995		
7746XD		
<b>AIR FILTERS</b>		
2013		
2098		
2222		
2255		
2291		
2321		
2383		
2385		
2443		
2487		
2491		
2518		
2522		
2552		
2729		
2769		
2784		
2824		
2868		
2933		
2961		
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2970		
2985		
2992		
2997		
2998		
6036		
6040		
6077		
6096		
6102		
6117		
6134		
6144		
6174		
6253		
6280		

**BID SPECIFICATIONS**  
**4 of 5 pages to be completed**

6302		
6305		
6307		
6314		
6379		
6384		
6417		
6419		
6433		
6438		
6440		
6474		
6475		
6522		
6560		
6627		
6678		
6696		
6722		
6723		
6722		
6723		
6749		
6836		
6837		
6870		
6870		
6977		
9088		
9108		
9109		
9166		
9184		
<b>FUEL FILTERS</b>		
3031		
3032		
3091		
3097		
3118		
3118		
3129		
3136		

**BID SPECIFICATIONS**  
**5 of 5 pages to be completed**

3166		
3192		
3195		
3218		
3219		
3232		
3270		
3296		
3351		
3352		
3357		
3361		
3369		
3370		
3376		
3377		
3390		
3403		
3407		
3442		
3472		
3481		
3484		
3507		
3517		
3531		
3548		
3579		
3609		
3626		
3752		
3759		
3787		
3910		
3651XE		

This is a 3-year bid and pricing is to be held for the City of Rochester's fiscal year, July 1, 2009 through June 30, 2012. Pricing is to include all freight and delivery charges.

Bid results will be posted after 48 hours on the City of Rochester's web site:  
[www.rochesternh.net](http://www.rochesternh.net) or will be available by request via e-mail at the following address:  
[purchasing@rochesternh.net](mailto:purchasing@rochesternh.net)

## **I. INSTRUCTIONS TO BIDDERS**

### **A. Preparation of Bid Proposal**

1. The Bidder shall submit her/his proposal upon the forms furnished by the City (attached). The Bidder shall specify the unit price or lump sum bid, both in words and figures for each pay item listed. All words and figures shall be in ink or typed.
2. If an amount entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In a case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. The Bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business address of the President, Secretary, Treasurer.
4. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 7 days prior to the scheduled bid opening. The Purchasing Agent, will then forward both the question and the City's response to the question to all prospective bidders.

### **B. Irregular Proposals** - Bid proposals will be considered irregular and may be rejected for any of the following reasons:

1. If the proposal is on a form other than furnished by the Owner, or otherwise specified, or if the form is altered or any thereof is detached.
2. If there are unauthorized additions, conditional or alternated bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alter pay items.

### **C. Interpretations** - No oral interpretations will be made to any vendor as to the meaning of the specifications or terms and conditions of this sealed proposal invitation.

D. Delivery of Bid Proposals

1. When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

E. Withdrawal of Bid Proposals

1. A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.
2. No bid may be withdrawn, for a period of (60) sixty days subsequent to the opening of bids, without express written consent of the City of Rochester, NH.

F. Public Opening of Proposals

1. Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

G. Disqualification of Bidders - Either of the following reason may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal of proposals:

1. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
2. Evidence of collusion among bidders.
3. Failure to supply complete information as requested by bid specifications.

II. **BID EVALUATION**

A. In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process including, but not limited to:

1. The bidder's ability, capacity, and skill to perform within specified time limits.
2. The bidder's experience, reputation, efficiency, judgment, and integrity.
3. The quality, availability and adaptability of the supplies and materials sold.
4. Bidder's last performance.
5. Sufficiency of bidder's financial resources to fulfill the contract.
6. Bidder's ability to provide future maintenance and/or services.



7. Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing equipment).

### **III. AWARD AND EXECUTION OF CONTRACT**

#### **A. Consideration of Proposals**

1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the written in words shall govern. In case of discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and bid prices, the latter shall govern.
2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.

#### **B. Award of Contract**

1. If a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed in the bid specifications page(s) and bid evaluation section of this document, as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids, without the consent of the city of Rochester. The successful bidder will be notified, at the address listed on the proposal, that the bid has been accepted and contract negotiations shall follow.

#### **C. Cancellation of Award**

1. The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

### **IV. EXTRAS**

- A. Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered, in writing, by the City of Rochester.

### **V. GUARANTEE OF WORK**

- A. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects result in from the use of inferior materials,

equipment or workmanship for one (1) year from the Date of Final Acceptance.

- B. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- C. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, should the Contractor disturb any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the Director of Public Works. And guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- D. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the City of Rochester may have the defects corrected and the Contractor shall be liable for all expense incurred.
- E. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

## **VI. DEFAULT AND TERMINATION OF CONTRACT**

- A. Cause – Any of the following reasons, but not limited to, may be cause for termination of the contract or agreement entered into between the City and vendor.
  - 1. Fails to begin work under Contract within the time specified in the notice to proceed.
  - 2. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work.
  - 3. Performs the work unsuitably or neglects or refuses to remove materials or to perform a new such work as may be rejected as unacceptable and unsuitable.
  - 4. Discontinues the prosecution of the work.
  - 5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so.
  - 6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency.
  - 7. Makes an assignment for the benefit of creditors.
  - 8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.
    - a. If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The City of Rochester may enter into an agreement for the completion of said Contract

according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said Contract in an acceptable manner.

- b. All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.

### **OBTAINING BID RESULTS**

Bid results will be posted after 48 hours on the City of Rochester's web site: [www.rochesternh.net](http://www.rochesternh.net) or will be available by request via e-mail at the following address: [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net)