

INVITATION TO BID

The City of Rochester, New Hampshire, will accept sealed bids for Automotive & Equipment Belts and Hoses. Bids must be submitted in a sealed envelope plainly marked:

**Sealed Bid: "SEALED BID #10-03
Automotive & Equipment Belts and Hoses"**

City of Rochester, New Hampshire
31 Wakefield Street
Rochester, NH 03867
Attn: Purchasing Agent

All bids must be received no later than July 9, 2009 at 3:00 PM. No late bids, telephone, faxed, or emailed bids will be accepted. The bid specifications, appendices and proposal forms may be obtained by visiting www.rochesternh.net, or emailing 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 7 pages to be completed

HOSES - GATES #	BRAND	PRICE
18071		
18079		
18124		
18126		
19025		
19632		
20338		
20662		
20731		
22043		
22082		
22083		
22105		
22158		
22209		
22210		
22216		
22217		
22247		
22356		
22358		
22393		
24216		
24220		
24224		
24232		
24236		
24240		

BID SPECIFICATIONS
2 of 7 pages to be completed

BELTS - GATES #	BRAND	PRICE
22696		
22697		
22698		
22742		
22907		
22908		
22960		
22961		
23021		
23022		
23087		
23088		
23099		
9465HD		
9490HD		
9530HD		
9540HD		
9600HD		
9610KD		
9630HD		
9650HD		
9690HD		
A49		
A66		
BX83		

BID SPECIFICATIONS
3 of 7 pages to be completed

BELTS - GATES #	BRAND	PRICE
K030441HD		
KO40378HD		
K050402HD		
K050405HD		
K060470HD		
K060516HD		
K060744HD		
K060870HD		
K060905HD		
K060915HD		
K060923HD		
K060935HD		
K060975HD		
K061010HD		
K061020HD		
K061177HD		
KO61195HD		
K070705HD		
K070709HD		
K070835HD		
K070880HD		
K071040HD		
K080550HD		
K080620HD		
K080760HD		
K080806HD		
K080810HD		
K080825HD		
K081189HD		
TR22474		

BID SPECIFICATIONS
4 of 7 pages to be completed

BELTS WASTEWATER PLANT ** Please Quote Cogged V-Belts**	BRAND	PRICE
BROWNING A-38		
BROWNING A-39A		
BROWNING A-40		
BROWNING A-44		
BROWNING 4L480		
BROWNING 4L370		
BROWNING RBL A-39		
DAYCO AP37		
DAYCO 4L390		
DAYCO 4L340		
DAYCO 4L360		
DAYCO 4L400		
DAYCO AP40		
DAYCO L420		
NAPA 4L410W		
BANDO DURAFLEX 5L680		
JASON UNIMATCH B67 (5L700)		
BROWNING 5VX2000 GRIP NOTCH		
GATES 5VX560		
GATES 5VX630		
GATES 5VX710		
GATES 5VX740		
GATES 5VX750		
GATES 5VX800		
GATES 5VX900		
GATES 5VX950		
GATES 5VX830 GRIP NOTCH		
GATES 3VX530 SUPER HC		
GATES 3VX450		
GATES 3VX500		

BID SPECIFICATIONS
5 of 7 pages to be completed

GATES 3VX560		
GATES 3VX600		
GATES 3VX630		
GATES 3VX750		
GATES 3VX800		
GATES 2X3V600		
GATES 2X3V630		
GATES XL9420		
GATES HC5V1700		
NAPA XL760, XL11683		
NAPA 4L220W		
NAPA B-75		

BID SPECIFICATIONS
6 of 7 pages to be completed

BELTS –WASTEWATER PLANT	BRAND	PRICE
NAPA A-65		
GATES 6820		
GATES 6721		
FERRIS 1522062		
FERRIS 1522061 OR NAPA B173		
NAPA B158 50		
GATES A-50		
GATES XL-9520		
GATES AX60		
GATES 6848		
GATES 6841		
GATES 6964		
GATES 6836		
NAPA 4L540W		
NAPA 4L260W		
NAPA 4L280W		
NAPA 4L350W		
NAPA 4L420W		
NAPA 4L440W		
NAPA 4L460W		
NAPA 4L500W		
NAPA 4L520W		
NAPA 4L240W		
NAPA 4L340W		
NAPA 3L230W		
NAPA XL11335		
NAPA XL 11555		
NAPA XL08133		
NAPA XL11433		
NAPA 8X480		
NAPA 4L660W		
NAPA 4L200W		
NAPA 4L330		

BID SPECIFICATIONS
7 of 7 pages to be completed

BELTS WATER PLANT	BRAND	PRICE
NAPA #5L680W		
NAPPA #4L700W		
M110798		
NAPPA #4L250W		
KABODA #5L960W		

Within 30 days of award of this bid, the company awarded the bid will do a full inventory of belts and hoses for each vehicle and piece of equipment at the Public Works Department.

VENDOR NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE: _____ FAX# _____ E-MAIL _____

SIGNATURE _____ DATE _____

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 or will be available by request via e-mail at the following address:
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 or will be available by request via e-mail at the following address: purchasing@rochesternh.net