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: õ**SEALED BID #12-56** Automotive Equipment Belts and Hoses" City of Rochester, New Hampshire Attn: Purchasing Agent 31 Wakefield Street Rochester, NH 03867

All bids must be received no later than **June 21, 2012** at "2:30" pm. Actual bid opening will begin at 2:45 pm. No late bids, faxed, e-mailed or telephone bids will be accepted. Bid proposals and specifications may be obtained by visiting <u>www.rochesternh.net</u>, or emailing <u>purchasing@rochesternh.net</u>, 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 9 pages to be submitted

Hoses-Gates #	bers on pages 1 through 5 at Brand	Price
18071		
18079		
18124		
18124		
19023		
19025		
19632		
20206		
20338		
20431		
20662		
20002		
21379		
21579		
21580		
21581 21620		
21631		
21774		
21927		
21931		
21941		
21985		
22013		
22032		
22037		
22038		
22043		
22082		
22083		
22105		
22158		
22209		
22210		
22216		
22217		
22242		
22247		
22356		
22358		

The numbers on pages 1 through 5 are gate parts #øs

Hoses-Gates #	Brand	Price
22379		
22390		
22393		
22437		
22554		
22651		
22652		
22696		
22697		
22698		
22742		
22907		
22908		
22960		
22961		
23021		
23022		
23087		
23088		
23099		
23227		
24216		
24222		
24228		
24232		
24236		
24238		
24240		
24242		
24244		
26417		
26502		
26516		
26517		
86621		
86622		
86623		
86624		
86625		
86626		

Bid specifications 2 of 9 pages to be submitted

Belts-Gates #	Brand	Price
5514		
6728		
6729		
6734		
6825		
6829		
6833		
6836		
6840		
6841		
6842		
6846		
6849		
6851		
6855		
6932		
6936		
6937		
7260		
7340		
7370		
7430		
7550		
9447		
9476		
9480		
9485		
9341HD		
9385HD		
9435HD		
9463HD		
9490HD		
9510HD		
9520HD		
9550		
2/5VX500		
3/5VX1320		
3VX250		
5VX1320		
5VX500		

Bid specifications 3 of 9 pages to be submitted

K060935HD K060975HD K061020HD K091010HD K061177HD L061187HD KO61195HD K070705HD K070709HD K070835HD K070880HD K071040HD K080550HD K080620HD K080760HD K080806HD

4 of 9 pages to be submitted			
Belts-Gates #	Brand	Price	
9530HD			
9540HD			
9600HD			
9610HD			
9630HD			
9650HD			
9660HD			
9670HD			
9690HD			
A34			
A49			
A57			
A66			
KO30441HD			
KO40378HD			
K050402HD			
K050405HD			
K060470HD			
K060516HD			
K060744HD			
K060870HD			
K060905HD			
K060915HD			
K060923HD			

Bid specifications 4 of 9 pages to be submitted

Belts-Gates #	Brand	Price	
K080810HD			
K080825HD			
K081189HD			
TR22474			
86621			
86622			
86623			
86224			
86225			
86226			

Bid specifications 5 of 9 pages to be submitted

Bid specifications 6 of 9 pages to be submitted

Please use Browning equivalent cogged V-Belts for the belts used for the WasteWater Treatment Plant.

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		

BID SPECIFICATIONS 7 of 9 pages to be submitted

BELTS WASTEWATER PLANT ** Please Quote Cogged V-Belts**	BRAND	PRICE
GATES 3VX500		
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		
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		

BELTS WASTEWATER PLANT ** Please Quote Cogged V-Belts**	BRAND	PRICE	
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 8 of 9 pages to be submitted

Belts-Water Plant	Brand	Price	
NAPA #5L680W			
NAPPA #4L700W			
M110798			
NAPPA #4L250W			
KABODA #5L960W			

Bid specifications 9 of 9 pages to be submitted

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 Rochesterøs fiscal year, July 1, 2012 through June 30, 2015. Pricing is to include all freight and delivery charges

An open line of communication is mandatory. When ordering, the local sale representative must visit the DPW facility.

Bid results will be posted after 48 hours on the City of Rochesterøs web site: <u>www.rochesternh.net</u> or will be available by request via e-mail at the following address: <u>purchasing@rochesternh.net</u>

INSTRUCTION TO BIDDERS

PREPARATION OF BID PROPOSAL

- 1. The Bidder shall submit her/his proposal upon the form(s) furnished by the City (attached). The bidder shall specify a unit price for each pay item. All figures shall be in ink or typed.
- 2. If a unit price or lump sum bid already 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 case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- 3. The bidderøs 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, by a partnership the name and post office address of each partnership member 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 addresses of the President, Secretary, and 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 cityøs response to the question to all prospective bidders.

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 that furnished by the Owner or if the form is altered or any part thereof is detached.
- 2. If there are unauthorized additions, conditional or alternate 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 alternate pay items.

DELIVERY OF BID PROPOSALS

When sent by mail, the sealed proposal shall be addressed to the City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. 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. Emailed or faxed bid proposals are <u>not</u> acceptable.

WITHDRAWAL OF BID PROPOSALS

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.

PUBLIC OPENING OF BID PROPOSALS

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.

DISQUALIFICATION OF BIDDERS

Either of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of her/his bid proposal(s):

- 1. Evidence of collusion among bidders.
- 2. Failure to supply complete information as requested by the bid specifications.

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 prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit 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.
- 3. Bid results will be available on the website at www.rochesternh.net within 48 hours of the bid opening.

AWARD OF CONTRACT

The City holds the right, in its judgment, to award the contract to the bidder, which it feels is in the best interest of the City. If a contract is to be awarded, the Contractor/Vendor selection shall be based in part on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, reference checks, project understanding, approach, ability to comply with proposed or required time to completion or performance, licensing or certification, in good standing with Federal, State and Local agencies, possession of satisfactory record of performance, cost and to a responsible and qualified bidder whose proposal complies with all the

requirements prescribed 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, by the form mailed to the address on his proposal, that his bid has been accepted and that he has been awarded the contract.

CANCELLATION OF AWARD

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.

BID EVALUATION

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 ability, capacity, and skill to perform within the specified time limits.
- 2. The bidderøs experience, reputation, efficiency, judgment, and integrity.
- 3. The quality, availability and adaptability of the supplies and materials sold.
- 4. The bidderøs past performance.
- 5. The sufficiency of bidderøs financial resources to fulfill the contract.
- 6. The bidder ability to provide future maintenance and/or services.
- 7. Any other applicable factors as the City determines necessary and appropriate (such as compatibility with existing equipment).

CONDITIONS AT SITE

Bidders shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of the site of the building. The character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of her/his bid.

LAWS, PERMITS AND REGULATIONS

- 1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
- 2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, she/he shall promptly notify the City of Rochester in writing.

STANDARDS

1. Materials specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, Department¢s Standard Specifications, a trade association standard or other similar standard. Shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the data of advertisement, except as limited to type, class or grade or modified in such reference.

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- 2. Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. In such cases the Contractor may, at his option, use any articles, device, product, material fixture, form or type of construction that, in the judgment of the City expressed in writing to all Bidders before opening of bids as an addendum, is an acceptable substitute to the specified.
- 3. <u>Substitution During Bid Time:</u> Whenever any particular brand or make of material or apparatus is called for in the Specifications, a Bidderøs Proposal must be based upon such material or apparatus, or upon a brand or make which has been specifically approved as a substitution in an Addendum issued to all Bidders during the bidding time.
- 4. The intent is that the brand or make of material or apparatus that is called for herein establishes a standard of excellence that, in the opinion of the Consultant and Engineer, is necessary for this particular Project.
- 5. <u>Substitution After Bid Opening:</u> No substitutions will be considered after bids have been opened unless necessary due to strikes, lockouts, bankruptcy or discontinuance of manufacture, etceteras. In such cases, the Contractor shall apply to the City, in writing within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make.

EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Director of Public Works has ordered the same, in writing.

GUARANTEE OF WORK

- 1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
- 2. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- 3. 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.

- 4. 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.
- 5. 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.

DEFAULT AND TERMINATION OF CONTRACT

If the Contractor:

- 1. Fails to begin work under Contract within the time specified in the notice to proceed; or
- 2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work; or
- 3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- 4. Discontinues the prosecution of the work; or
- 5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so; or
- 6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
- 7. Makes an assignment for the benefit of creditors; or
- 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.

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 the Cityøs opinion will be required for the completion of said Contract in an acceptable manner.

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 available on the website at www.rochesternh.net within 48 hours of the bid opening.