



INVITATION FOR BIDS

Wix® Filters

2011-3417-1524

January 14, 2011

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8041/ Fax: (757) 926-8038

www.nngov.com/purchasing

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, through the due date and hour shown below (local prevailing time), and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. NEWPORT NEWS, VIRGINIA.

Scope of Work: To provide the Wix® filters described in these specifications as required for stock supplies and on an as needed basis. Only Wix® premium 1st line filters are acceptable for this bid (NO SUBSTITUTE). A blanket purchase order contract will be established.

Bid Due: January 25, 2011 @ 2:30 p.m.

Contract Officer:

Marie-Therese (Mimi) M. Gartner, CPPB, Senior Buyer, (mgartner@nngov.com) and Vickie Gwynn, Assistant Buyer, (vgwynn@nngov.com)

ONE ORIGINAL AND ONE COPY OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

CONDITIONS AND INSTRUCTIONS

Rev: 10/08/10

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of conflict, the bid may be considered non-responsive. The City's published specifications shall supersede any additional writings submitted with the bid. Such writings shall be clearly marked and noted on the exception page.
2. All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid, unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
5. Receipt of your bid by the City is not to be construed as an award or an order to ship.
6. Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
7. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request, administrative withdrawal procedures will be provided that shall be used for that purpose.
8. If issued, addenda to this solicitation will be posted on the Purchasing Department's website (www.nngov.com/purchasing). It is the bidder's responsibility to check the website or contact the Purchasing Department prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package.
9. The solicitation document maintained by the Purchasing Department, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the bidder may be cause to disqualify your bid.
10. Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid.

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the purchasing director may negotiate with the apparent low bidder to obtain a contract price within available funds.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of award may also appear on the Purchasing Website: www.nngov.com/purchasing or www.demandstar.com.

11. The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.

12. If authorized by the bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful contractor(s). The City of Newport News acts only as the contracting agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the contractor's responsibility to notify the jurisdictions of the availability of contract(s). Bidders not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
13. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the City.
14. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
15. In case of error in the extension of prices, the unit price shall govern.
16. The time of proposed delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.
17. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
18. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish.

Consideration will be given to bids submitted on alternate goods to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the goods and/or services he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services described.

19. Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
20. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
21. All bids must be signed by a responsible officer or employee having the authority to sign the form. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
22. By signing this bid, the bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
23. The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
24. **Hold Harmless and Indemnification:** The contractor shall defend, indemnify and hold the City, and City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the contractor, its

employees, agents, and volunteers, or incurred by or claimed against the City, City’s employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the contractor or any of the contractor’s officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the contractor. Unless otherwise provided by law, the contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the contractor under worker’s compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

- 25. The contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
- 26. The contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations.
- 27. **The contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.**
- 28. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- 29. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

30. Insurance: The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the City as additional insured and as alternate employer, must be included with the Certificate of Insurance. **Please make sure prior to submitting a bid that all insurance endorsements forms have been reviewed by your insurance carrier.**

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached (**See pages INS-1 through INS-4**).

Contractor shall have ten (10) days from the date of the city's request, to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

31. Payment Terms:

- a) Payment terms shall be "**2%-20, Net 30 days**" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
- b) Payment terms shall be considered in determining the low bidder.
- c) Discount period shall be computed from the date of proper receipt of the contractor's correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
- d) The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.
- e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

32. Availability of Funds: A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

33. In event of default by the contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the contractor from additional remedies that may be allowed by law.

34. Appeals Procedure: Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely, all appeals shall be made within the time periods set forth in Chapter 2, divisions 4 and 5, of the City Code.

35. It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the

City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidder is requested to complete the SMB, MBE and WBE Business Objectives form within this document.

36. The City has a directory of Newport News Small, Women-owned and Minority (SWAM) businesses. The directory is available at www.nngov.com/purchasing.
37. This public body does not discriminate against faith-based organizations.
38. **Non-Discrimination:** During the performance of this contract, the contractor agrees as follows:
- (a) It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - (b) The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

39. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

40. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
41. **Governing Law and Venue:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
42. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
43. **Termination by the City or the Contractor, or both, for convenience (Not applicable to contracts subject to the Department of Engineering Standard dated August 1, 1983, as amended, or the Department of Public Utilities "General Conditions"):**

The parties may terminate the contract at any time by mutual written agreement.

In addition, if the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination. Written notice of termination shall be given to the other party a minimum of sixty (60) days prior to its effective date.

44. Termination for Cause (Not applicable to contracts subject to the Department of Engineering Standard dated August 1, 1983, as amended, or the Department of Public Utilities “General Conditions”):

In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

45. Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the contracting officer. Violation may result in a determination that your firm is ineligible for award.

46. Conflict: In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by the Department of Purchasing, the contract documents shall control.

In the event of a conflict between the Department of Engineering Standard Specifications dated August 1, 1983, as amended, and the contract documents (including the General and Special Conditions), the contract documents shall control unless otherwise provided. In addition, Special Conditions take precedence over General Conditions.

In the event of a conflict between the Department of Public Utilities “General Conditions” and the contract documents (including the General and Special Conditions), the contract documents shall control unless otherwise provided. In addition, Special Conditions take precedence over General Conditions.

47. Questions or comments related to this solicitation should be directed to the contracting officer, whose name and contact information appears on the front of this document. All questions must be submitted in writing (facsimile or email); telephonic inquiries will not be considered.

48. The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends to be considered must be submitted with the bid as an exception. Such exceptions may result in a finding that the submittal is ‘non-responsive’ to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.

49. Failure of the contractor to perform the contract by reason of the City’s non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the contractor for a period of up to three (3) years. Termination and/or debarment of the contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

50. Records and Inspection: The contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The contractor’s records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the

contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.

- 51. Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the contractor, or the waiver by the City of any provision under this contract including any obligation of the contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
- 52. Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
- 53. Independent Contractor:** The contractor and any employees, agents, or other persons or entities acting on behalf of the contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
- 54. Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of six (6) months or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. **Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the acts or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.**
- 55. Non-Exclusive:** The City reserves the right to utilize other suppliers for these services as the need arises, in the sole discretion of the City. The City makes no representation or guarantee as to the amount or value of services the City may purchase during the term of this contract.

SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1) If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE **MBE** **WBE**

2) In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3) If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

GENERAL

The City of Newport News is interested in receiving bids to provide the *Wix® premium 1st line filters* (NO SUBSTITUTE) described in these specifications as required for stock supplies and on an as needed basis. This contract shall serve to provide the City of Newport News with the necessary automotive, heavy truck and equipment filters to keep its vehicle and equipment fleet operating. Filters required include but are not limited to: oil, air, fuel, coolant, hydraulic fluid, transmission, power steering and crankcase breather filters.

This Invitation for Bids (IFB) shall be the basis for establishing a blanket purchase order contract to provide *Wix® premium 1st line filters* as needed during the period and renewal options specified.

CONTRACT PERIOD

The contract period shall be from the date of award (anticipated to be on or about February 1, 2011) through January 31, 2012, with options to renew, at the City's discretion, for up to four (4) additional years. Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

NOTE: The City operates on a fiscal year from July 1 through June 30. Purchase orders are good through the end of a current fiscal year. New purchase order(s) are issued at the beginning of each fiscal year to cover the remainder of the current contract period and subsequent renewal periods.

SPECIFICATIONS

All filters provided in this bid shall be *Wix® premium 1st line filters* (NO SUBSTITUTE). The City will not consider alternates. The City's 'core' requirements are listed on the pricing page and the estimated annual requirements for *all* filters currently used by the city fleet are in the usage chart at Appendix A. Contractor shall maintain a record of purchase documentation that validates their costs for a period of twelve (12) months. These records shall be made available to the City for review upon request.

DELIVERY

Contractor shall supply ninety-five (95%) of any stock order within twenty-four (24) hours and the remainder within five (5) working days. Delivery shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding holidays. Deliveries shall be **FOB destination** (See paragraph 13, Conditions and Instructions).

Delivery tickets shall indicate quantity, part number, unit price and total value of order. *Backorder filters* shall be clearly indicated to be backorders on the invoice.

Newport News Delivery Locations

Vehicle Services, 525 Operations Drive, Newport News, VA 23602

Public Utilities, 425 Industrial Park Drive, Newport News, VA 23608

City Farm, 100 City Farm Road, Newport News, VA

Parks & Recreation, Golf Course Maintenance Shop, 901 Clubhouse Way 23608

Delivery locations for other jurisdictions will be provided by those agencies.

OBSOLESCENCE

Will you provide obsolescence clean-up program of old City owned filters? _____

List all restrictions or regulations that will apply to an obsolescence return:

PRICE

Price shall be based on a quoted discount applied to the manufacturer's published jobber price. *The current Wix manufacturer's published price sheet (price sheet #1201) shall be included with your bid to serve as the basis for the discount.* The quoted percentage discount will remain firm for the life of the contract (the initial contract term and all subsequent renewals).

PRICING PAGE

If you require a minimum order, please specify such _____.

Discount percentage % off manufacturer's published jobber pricing (price sheet 1201)

_____ %

CORE FILTER REQUIREMENTS

The unit price indicated below shall include the percentage discount quoted above.

WIX #	Description	Quantity (A)	Bidder Inventory Part Number	Unit Price (B)	Extended Price (A x B)
57740XE	KIT-TRANSMISSION	116		\$	\$
57215	FILTER OIL	73		\$	\$
51799	FILTER, LUBE	70		\$	\$
51792	FILTER, LUBE	41		\$	\$
51791	FILTER, LUBE OIL	141		\$	\$
51759	HYDRAULIC	53		\$	\$
51522	FILTER, OIL	159		\$	\$
51516	FILTER, OIL	69		\$	\$
51372	FILTER, OIL	610		\$	\$
51348	FILTER, OIL	117		\$	\$
51085	FILTER, OIL	61		\$	\$
51042	FILTER, OIL	127		\$	\$
51040	FILTER, OIL	254		\$	\$
46870	FILTER, AIR-OUTER	135		\$	\$
46134	FILTER, AIR	89		\$	\$
42808	FILTER OUTER AIR	56		\$	\$
42253	FILTER, AIR	85		\$	\$
33634	FILTER FUEL	52		\$	\$
33595	FILTER, FUEL	97		\$	\$
24316	A/C FRESH AIR	173		\$	\$

AWARD

Award will be made in accordance with Chapter 2, Article XX, Section 2-563, Newport News City Code. It will be made to the lowest **responsible** and **responsive** bidder, based on the *discount percentage*. In determining the lowest responsive, responsible bidder, in addition to price, the City shall consider quality, delivery time, payment terms, warranties, availability of parts and cost of maintenance, as well as the capacity, character, integrity, and reputation of the bidder, and any past experience with the product(s) offered or the bidder. (See also *Conditions and Instructions*, #10).

QUESTIONS

Questions pertaining to this IFB should be directed to the Department of Purchasing, Marie-Therese (Mimi) M. Gartner, Senior Buyer by email: mgartner@nngov.com and copy Vickie Gwynn, Assistant Buyer, vgwynn@nngov.com or facsimile (757) 926-8038, **not later than four business days prior to bid due date**. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

EXCEPTIONS:

Bidder must sign one appropriate statement below, as applicable:

() Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

() Bidder takes exception to terms, conditions, requirements, or specifications stated herein (Bidder must itemize all exceptions below, and return with this IFB):

Firm: _____

Signature: _____

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

PAYMENT TERMS IF OTHER THAN 2% 20, NET 30 DAYS _____

Payment terms shall be considered in determining the low bidder.

BID RESULTS

Bid results may be obtained from our web site: www.nngov.com/purchasing or www.demandstar.com

ANTI-COLLUSION CERTIFICATION

The bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: _____ Date: _____

Name of Company: _____

APPENDIX A
ESTIMATED ANNUAL USAGE FOR ALL FILTERS
(Excel spreadsheet available upon request)

This is the estimated usage for the 525 Operations Drive delivery location. Quantities are for a one (1) year period.

WIX #	Description	Quantity
24070	FILTER,COOLANT	2
24071	FILTER, COOLANT	17
24072	FILTER, COOLANT	28
24073	FILTER, COOLANT	2
24088	FILTER, COOLANT	1
24196	FILTER COOLANT	7
24321	FILTER, CABIN AIR	6
24780	FILTER,AIR CABIN	26
24805	FILTER,AIR	3
24812	FILTER, CABIN AIR	1
24883	FILTER,CABIN AIR	4
33001	FILTER FUEL	1
33003	FILTER, FUEL	2
33011	FUEL	1
33027	FILTER FUEL	1
33032	FILTER, FUEL	2
33033	FILTER, HYDRAULIC BREATH	7
33046	FILTER, FUEL	7
33052	FILTER, FUEL	1
33091	FILTER FUEL	1
33097	FILTER, FUEL	10
33120	FILTER, FUEL	11
33125	FILTER, FUEL	8
33129	FILTER, FUEL	1
33132	FILTER, FUEL	25
33166	FILTER, FUEL	3
33195	FUEL	2
33196	FILTER, FUEL	1
33210	FILTER, FUEL/WATER SEPERATOR	1
33211	FILTER, FUEL	3
33217	FILTER, FUEL	2
33226	FILTER FUEL	2

33231	FILTER, FUEL WATER SEP.	3
33243	FILTER, FUEL	8
33263	FILTER, PRIMARY FUEL	2
33269	FILTER, FUEL	3
33270	FILTER, FUEL	5
33271	FILTER, FUEL	2
33296	FILTER, FUEL	7
33311	FILTER, FUEL	38
33336	FILTER, FUEL	2
33338	FILTER, FUEL	33
33343	FILTER, FUEL	6
33352	FILTER, FUEL	12
33353	FILTER, HYUNDAI FUEL	1
33356	FILTER, FUEL	1
33357	FILTER, FUEL	3
33358	FILTER, FUEL	7
33360	FILTER, FUEL	5
33365	FILTER, FUEL	3
33366	FILTER, FUEL	3
33370	FILTER, FUEL	12
33374	FILTER, FUEL	2
33376	FILTER, FUEL	2
33377	FILTER, FUEL	8
33384	FILTER, FUEL	20
33386	FILTER, FUEL	2
33390	FILTER, FUEL	1
33393	FILTER, FUEL	2
33397	FILTER, MITSUBISHI FUEL	2
33403	FILTER, FUEL	39
33405	FILTER, FUEL PRIMARY	30
33406	FILTER FUEL	1
33411	FUEL	1
33418	FUEL,	3
33422	FILTER FUEL	10
33424	FILTER, FUEL	3
33439	FILTER, FUEL	16

33442	FILTER FUEL	2
33472	FILTER, FUEL	4
33481	FILTER, FUEL	20
33484	FILTER, FUEL	6
33487	FILTER, FUEL	3
33507	FILTER, FUEL	5
33531	FILTER, FUEL	10
33532	FILTER, FUEL	15
33536	FILTER, FUEL	2
33546	FILTER, PRIMARY FUEL	7
33547	FILTER, FUEL	2
33548	FILTER, FUEL	4
33579	FILTER, FUEL	8
33585	FILTER FUEL	13
33589	FILTER WATER SEPERATOR	32
33604	FILTER FUEL	26
33616	FILTER, FUEL WATER SEP	3
33630	FILTER, FUEL	4
33633	FILTER, FUEL PRIMARY	3
33637	FILTER, FUEL SECONDARY	20
33638	FILTER, FUEL	9
33644	FILTER SECONDARY FUEL	36
33648	FILTER FUEL	4
33668	FILTER, FUEL SEP.	3
33674	FILTER, FUEL WATER SEPERATOR	17
33680	FILTER, FUEL	5
33683	FILTER, FUEL WATER SEP	2
33690	FILTER FUEL	2
33697	FILTER, FUEL	28
33699	FILTER, FUEL WATER SEPERATOR	1
33721	FILTER FUEL	21
33735	FILTER, FUEL	1
33738	FILTER FUEL	4
33749	FILTER FUEL	1
33797	FILTER, FUEL	1
33817	FILTER, FUEL	35

33818	FILTER FUEL	10
33899	FUEL	2
33934	FILTER FUEL	1
33960	FILTER, FUEL	4
42013	FILTER, AIR	6
42020	FILTER, AIR	5
42047	FILTER, AIR	1
42088	FILTER, AIR	5
42119	FILTER, AIR	2
42126	FILTER, AIR	10
42222	FILTER, AIR	10
42254	FILTER, AIR	35
42297	FILTER, AIR	1
42321	FILTER, AIR	2
42341	FILTER,AIR	2
42351	FILTER,AIR	2
42385	FILTER,AIR	3
42389	FILTER,AIR	5
42447	FILTER, CATERPILLAR CAB	1
42448	FILTER, CAB	1
42469	FILTER, BREATHER	1
42471	FILTER, AIR	2
42484	FILTER, AIR	7
42487	FILTER, AIR	18
42488	FILTER, AIR	8
42491	FILTER, OUTER AIR	33
42510	FILTER, AIR	4
42518	FILTER, AIR	6
42520	FILTER, AIR	2
42522	FILTER, AIR	3
42546	FILTER, AIR	2
42547	FILTER, AIR	2
42610	FILTER AIR	1
42648	FILTER, AIR	1
42651	FILTER, INNER AIR	20
42676	FILTER, AIR	2

42714	FILTER, AIR	5
42729	FILTER, AIR	4
42769	FILTER, CAB	1
42809	FILTER AIR	29
42843	AIR	6
42868	FILTER, AIR	1
42917	FILTER, OUTER AIR	1
42919	FILTER, HYUNDAI OUTER AIR	1
42920	FILTER, INNER AIR	1
42925	FILTER, AIR	1
42947	FILTER, AIR	1
42995	FILTER,AIR	1
42997	FILTER CRANKCASE BREATHER	1
46035	FILTER, AIR	1
46040	FILTER, AIR	1
46077	FILTER, AIR	1
46100	FILTER, HYD BREATHER	9
46117	FILTER,AIR	8
46144	FILTER, AIR	1
46153	FILTER, AIR	35
46180	FILTER, AIR	2
46232	FILTER, AIR	1
46233	FILTER, AIR	1
46253	FILTER, AIR	1
46269	FILTER, NISSAN FORKLIFT AIR	1
46302	FILTER, AIR	3
46368	FILTER, AIR	2
46375	FILTER, AIR	7
46417	FILTER AIR	2
46418	FILTER, AIR	22
46425	FILTER, AIR	1
46429	FILTER, AIR	4
46433	FILTER, AIR	4
46438	FILTER, AIR	6
46440	FILTER, AIR	5
46449	FILTER,AIR	2

46472	FILTER, AIR	2
46474	FILTER, AIR	4
46475	FILTER, AIR	1
46506	FILTER, AIR	6
46522	FILTER, AIR	2
46544	FILTER, AIR	1
46560	FILTER, INNER AIR	1
46562	FILTER, OUTER AIR	8
46569	FILTER, INNER AIR	5
46573	FILTER, AIR	6
46585	FILTER, CAB	1
46589	FILTER, INNER AIR	1
46593	FILTER, OUTER AIR	1
46607	FILTER, AIR	6
46617	FILTER, AIR	1
46648	FILTER, AIR	3
46671	FILTER, AIR	1
46673	FILTER, AIR	4
46744	FILTER, AIR	9
46748	FILTER AIR	3
46761	FILTER, OUTER AIR	30
46766	FILTER, INNER AIR	7
46805	FILTER, OUTER AIR	3
46814	FILTER, AIR	2
46818	FILTER AIR	3
46829	FILTER AIR	3
46836	FILTER AIR	1
46849	FILTER AIR-WIX	1
46871	FILTER, AIR-INNER	34
46891	FILTER, OUTER AIR	1
46893	FILTER AIR	3
46895	FILTER ECOLITE AIR	2
46902	FILTER, AIR	1
46907	FILTER AIR	3
46917	FILTER AIR	6
46924	FILTER AIR	1

46977	FILTER, CRANKCASE BREATHER	1
49000	FILTER, AIR	2
49053	FILTER, AIR	1
49075	FILTER, OUTER AIR	2
49092	FILTER AIR	10
49115	FILTER, AIR	12
49262	FILTER, CABIN AIR	3
49429	FILTER, AIR	5
49883	FILTER, AIR	8
49910	FILTER, INNER AIR	4
51036	FILTER, OIL	39
51056	FILTER, OIL	1
51060	FILTER, OIL	37
51061	FILTER, OIL	1
51064	FILTER, ENGINE OIL	1
51068	FILTER, OIL	16
51084	FILTER OIL	2
51194	FILTER, HYDRAULIC	3
51243	FILTER, LUBE & TRANS	17
51259	FILTER, HYDRAULIC	7
51268	FILTER, LUB	12
51307	FILTER, OIL	2
51308	FILTER, OIL	1
51334	FILTER, LUBE	7
51356	FILTER, OIL	4
51358	FILTER, OIL	4
51365	FILTER OIL 4343 honda	18
51374	FILTER, LUBE	1
51394	FILTER, LUBE	4
51396	FILTER OIL	2
51407	FILTER, HYDRAULIC	4
51418	FILTER, HYDRAULIC	1
51451	FILTER, HYDRAULIC	6
51459	FILTER, OIL	12
51460	FILTER, LUBE	3
51464	FILTER, TRANS-HYD	14

51495	FILTER, TRANSMISSION & DIFFERENTIAL	11
51496	FILTER, HYDRAULIC	2
51515	FILTER, OIL	7
51521	FILTER, LUBE	5
51551	FILTER, HYDRAULIC	9
51553	FILTER, HYDRAULIC	7
51567	FILTER, HYDRAULIC	2
51598	FILTER, HYDRAULIC	1
51602	FILTER, LUBE	3
51607	FILTER, LUBE	8
51616	FILTER, HYDRAULIC	1
51622	FILTER, TRANSMISSION	7
51623	FILTER TRANS	2
51628	FIL HYD-V-3418	1
51637	FILTER, LUBE & P/S	3
51648	FILTER, HYDRAULIC	1
51660	FILTER, OIL BYPASS	19
51663	FILTER, HYDRAULIC	5
51664	FILTER, HYDRAULIC	1
51673	FILTER, LUBE	1
51675	FILTER, OIL	3
51683	FILTER, HYDRAULIC	2
51686	FILTER HYD	1
51709	FILTER, HYDRAULIC	3
51724	FILTER, HYDRAULIC & REVERSER	2
51734	FILTER, LUBE	40
51747	FILTER, LUBE	2
51748	FILTER OIL	40
51758	FILTER, LUBE	5
51762	OIL	3
51772	FILTER, HYDRAULIC & OIL	3
51784	FILTER, LUB	1
51789	FILTER, LUBE	3
51806	FILTER, OIL	37
51820	FILTER OIL	6
51826	FILTER, HYDRAULIC	3

51847	FILTER, HYDRAULIC	7
51849	FILTER, HYDRAULIC	1
51863	FILTER, HYDRAULIC	7
51877	FILTER, TRANSMISSION	1
51955	FILTER, TRANSMISSION TFK	7
51970	FILTER OIL	6
51971	FILTER,LUBE OIL	12
57038	FILTER,OIL	22
57047	FILTER,OIL	7
57060	FILTER OIL	39
57084	FILTER, HYDRAULIC	2
57085	FILTER,OIL	1
57099	FILTER, OIL	1
57100	FILTER, HYDRAULIC	3
57116	FILTER, HYDRAULIC & TRANS	4
57131	FILTER, POWER STEERING	27
57133	FILTER, POWER STEERING	3
57181	FILTER-HYD	3
57182	FILTER OIL	14
57203	OIL	18
57243	FILTER, OIL	19
57312	FILTER OIL	6
57317	FILTER,P/S	17
57401	FILTER, TRANSMISSION	23
57404	FILTER, HYDRAULIC	1
57407	FILTER, TRANSMISSION	2
57408	FILTER, HYDRAULIC	3
57415	FILTER, HYDRAULIC	9
57502	FILTER OIL	19
57527	FILTER, OIL	6
57602	FILTER, ENGINE OIL	1
57703	FILTER CENTRIFUGAL	40
57705	FILTER, POWER STEERING	21
57744	FILTER OIL	4
57803	FILTER, HYDRAULIC	2
57881	FILTER, TRANSMISSION	1

Wix FILTERS

57899	FILTER OIL	15
58918	FILTER,TRANSMISSION	4
58967	FILTER KIT TRANSMISSION	1