City of Rochester
Department of Finance
City Hall Room 105A, 30 Church Street
Rochester, New York 14614-1281
www.cityofrochester.gov

_____
PRINTED NAME OF BIDDER

ALLISON TRANSMISSION PARTS & TRANSMISSION EXCHANGE/INSTALL

Invitation to Bid No. 400100 Issued: May 13, 2013

PURCHASING BUREAU CONTACT: Tymothi Howard, Purchaser, 585-428-7219

BID OPENING: Tuesday, May 28, 2013 at 11:00 a.m.

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

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

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

Type of Contract: TERM CONTRACT, ONE YEAR WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: NONE

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

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1. SCOPE

These specifications detail the City of Rochester's annual requirements for original equipment manufacturer replacement and repair parts for Allison transmissions.

2. APPLICABLE PUBLICATIONS

Allison Transmission distributor parts price list

3. REQUIREMENTS

3.1 DELIVERY GUARANTEE

3.1.1 Delivery shall be made within five (5) business days from receipt of order.

3.1.2 If delivery cannot be made within the allotted time, purchase may be made on the open market pursuant to paragraph 35 of the General Conditions and Instructions to Bidders.

3.1.3 Delivery of emergency items shall be made immediately.

3.1.4 Agency shall also be accorded "over-the-counter" service.

3.2 PRICE SHEETS AND SERVICE

3.2.1 Bidders must supply one (1) complete set of current price sheets offered in the bid within one day of request by the City.

3.2.2 Contractors shall furnish two (2) complete sets of current price sheets to the City Purchasing Agent immediately upon award of Contract.

3.2.3 Upon request, contractor shall assist the using agency in the use of the price sheets.

3.3 REPAIRS

3.3.1 Upon request of the ordering department, the contractor shall provide a written estimate of the total cost of the repair, including labor, parts and materials, along with an estimated time for completion of the job. Upon acceptance of the repair estimate by the City, the contractor may proceed with the repair.

3.4 GUARANTEES

3.4.1 The bidder guarantees that the replacement parts offered are genuine standard new stock products specifically designed and manufactured for use with original equipment, and are identical in all respects to original equipment manufacturer's replacement parts; also that no part shall be substituted contrary to the manufacturer's recommendation. Every replacement part delivered shall be guaranteed against faulty material and workmanship in accordance with the

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manufacturer's standard warranty. Any faulty part shall be immediately replaced by the contractor without any cost to the City.

3.4.2 The City reserves the right to purchase in the open market the replacement for any defective part not replaced by the vendor within 48 hours after notification to the vendor of such defect. In such instance any excess re-procurement cost may be deducted from monies owed to the successful bidder.

3.4.3 In the event a specified manufacturer's commodity listed in the successful bidder's Proposal and subsequent Contract Award becomes unavailable or cannot be supplied to the City by the contractor for any other reason, a product deemed by the Purchasing Agent or his designee to be the equal of the specified commodity must be substituted by the contractor.

3.4.4 Repair work performed by the contractor must be 100% guaranteed for thirty (30) days after acceptance by the City.

3.5 PARTS WARRANTY

3.5.1 The City requires that all bidders honor the manufacturer's parts warranty.

3.5.2 If applicable, the City will return part with original invoice information and the vendor will issue a credit for the part to the City. The City reserves the right to purchase a new part. Bidder shall provide all warranty exceptions.

4. <u>QUALIFICATION OF BIDDERS</u>

4.1 In addition to all items specified under paragraph 23 of the General Conditions and Instructions to Bidders, the City may consider the following in determining a bidder's responsibility:

4.1.1 That the bidder is an authorized Allison transmission parts dealer and has a parts and/or service facility adequate for and actively engaged in the services specified herein.

4.1.2 That the bidder employs qualified personnel to render prompt, efficient and quality service.

4.1.3 Previous performance under City contracts, or contracts of sufficient and comparable size with other customers.

4.2 The City of Rochester may inspect the bidder's facility and require submittal of such additional information as may be requested to verify the bidder's responsibility.

4.3 If requested, bidder must submit a certificate executed by the manufacturer, stating that he is an authorized agent, dealer or distributor of the manufacturer.

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5. CONTRACT PERIOD

5.1 It is the intention of the City to enter into a contract for a term of one year commencing on the date of contract award and ending on May 31, 2014.

5.2 The City reserves the right to extend the contract under the same terms and conditions for up to three (3) additional one (1) year periods from date of expiration provided such extension is mutually agreeable to both the City and the contractor.

6. PRICE

6.1 Price shall be determined by applying the bidder's stated discount to the manufacturer's price list specified herein, and subsequent revisions thereof by the manufacturer. Contractor shall notify the Purchasing Agent in writing a minimum of two weeks prior to revision of the price list and shall submit two copies of revised prices. New manufacturer's price lists may be submitted no more frequently than every 180 days.

6.2 Bidder shall quote single percentage discount only. Bids containing multiple discounts are subject to rejection.

6.3 The City is exempt from State Sales and Federal Excise Taxes. This should be considered when quoting discount.

6.4 All items ordered shall be priced F.O.B. DESTINATION, including unloading at storeroom door of agency.

6.5 For emergency orders, agency may request shipment by other than normal method. The difference in transportation charges will be borne by the ordering agency. Such charges should be shown separately on the claim voucher.

7. METHOD OF AWARD

7.1 Awards will be made to responsive and responsible bidders by Group.

7.2 It is the City's intent to award Group 1 on the basis of the best discount offered from the current Allison Transmission Price List. However, bidders must provide pricing for all line items specified in Group 1, and calculate the Total Bid Price for Group 1. The City reserves the right to award by Total Bid Price if doing so results in a better cost to the City than awarding solely on the basis of the best discount offered.

7.3 It is the City's intent to award Group 2 based upon the lowest Labor Rate per for Miscellaneous Repairs. However, the City reserves the right to factor in the parts discounts offered if the combination of parts discount and labor rate results in a lower cost to the City.

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7.4 The City reserves the right to reject any bid where the prices are unbalanced or not consistent with general market conditions.

7.5 The City reserves the right to award by combinations of groups if so doing results in lower costs to the City after taking into account the cost of administering multiple contracts.

8. QUANTITIES

8.1 Quantities are indefinite. Contract shall be for the actual quantities ordered during the contract period.

8.2 The City reserves the right to advertise for any unanticipated requirements of substantial quantities in the best interests of the City, at the discretion of the Purchasing Agent.

8.3 In the event satisfactory bids are not received, the Purchasing Agent reserves the right to consider alternate proposals containing deviations from City specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the Proposal and Specifications as issued.

9. PACKAGING

All items furnished must be new and in the manufacturer's individual original standard package, clearly marked as to part number and contents.

10. INVOICES AND PAYMENT

10.1 Payment will be based on any invoice used in the contractor's normal course of business. However, payment will not be made unless the invoice is clearly legible, and contains at a minimum all of the following information:

10.1.1 Accurate item description

10.1.2 Catalog number of the item

10.1.3 Quantity

10.1.4 Unit price per item

10.1.5 Net total cost to the City, after discount

10.1.6 City contract number

10.1.7 Hours of labor and labor rate per hour

10.1.8 Date of delivery

10.1.9 Location of delivery

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10.1.10 A clear way for the City to compare the invoice to the estimate in order to explain any variances between the estimate and the invoice.

10.2 The responsibility to submit a properly completed rests entirely with the contractor. Failure to submit a properly completed invoice will result in rejection of a claim for payment.

11. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions may participate in the contract resulting from this bid award as authorized by General Municipal Law. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to provide other political subdivisions a copy of this contract if requested.

12. NON-COLLUSIVE BIDDING CERTIFICATION

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

12.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

12.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.

12.3 No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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P R O P O S A L

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception, unless exceptions are clearly noted in this proposal. SIGNATURE MUST BE THAT OF THE BIDDER OR OF AN EMPLOYEE OR AGENT AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER.

DESCRIPTION	DISCOUNT FROM PRICE COLUMN SPECIFIED
Current Allison Transmission Price List	
Book No._____, dated_____	_____%

Delivery after Receipt of Order (ARO) _____calendar days

Warehouse location _____

Inventory In Stock $_____

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through page 13)

P R O P O S A L

GROUP I (PUBLIC WORKS VEHICLES)
(i.e., all non-Fire Trucks)

Allison Transmission #

1. AT 500 series

   a. Exchange $_____

   b. Exchange and Install $_____

   TOTAL $_____ x 1 = $_____

2. MT 640 series

   a. Exchange $_____

   b. Exchange and Install $_____

   TOTAL $_____ x 1 = _____

3. MT 643 series

   a. Exchange $_____

   b. Exchange and Install $_____

   TOTAL $_____ x 1 = _____

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through Page 13)

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P R O P O S A L

4. MT 650 series

a. Exchange $_____

b. Exchange and Install $_____

TOTAL $_____ x 1 = $_____

5. MT 653 series

a. Exchange $_____

b. Exchange and Install $_____

TOTAL $_____ x 1 = $_____

6. MT 654 series

a. Exchange $_____

b. Exchange and Install $_____

TOTAL $_____ x 1 = $_____

7. HT 740 series

a. Exchange $_____

b. Exchange and Install $_____

TOTAL $_____ x 1 = $_____

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 13)

NON-OFFICIAL SPEC
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P R O P O S A L

8. HT 750 series

a. Exchange $_____

b. Exchange and Install $_____

TOTAL $_____ x 1 = $_____

9. MD 3060 or 3000RDS series

a. Exchange $_____

b. Exchange and Install $_____

TOTAL $_____ x 1 = $_____

10. MD 3060PR or 3000RDS with retarder

a. Exchange $_____

b. Exchange and Install $_____

TOTAL $_____ x 3 = $_____

11. 1000 RDS series

a. Exchange $_____

b. Exchange and Install $_____

TOTAL $_____ x 1 = $_____

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 13)

NON-OFFICIAL SPEC
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P R O P O S A L

12. 2100 RDS series

a. Exchange $_____

b. Exchange and Install $_____

TOTAL $_____ x 1 = $_____

13. 2200 RDS series

a. Exchange $_____

b. Exchange and Install $_____

TOTAL $_____ x 1 = $_____

14. 2300 RDS series

a. Exchange $_____

b. Exchange & Install $_____

TOTAL $_____ x 1 = $_____

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_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 13)

15. 2350 RDS series

a. Exchange and Install $_____

b. Exchange and Install $_____

TOTAL $_____ x 1 = $_____

1. 4500 RDS series

a. Exchange and Install $_____

b. Exchange and Install $_____

TOTAL $_____ x 1 = $_____

TOTAL BID PRICE (GROUP I) $_____

DELIVERY IN CALENDAR DAYS AFTER NOTIFICATION OF ORDER _____

_____ _____

Authorized Signature Typed Name and Title of Authorized Signer

_____

Typed Name of Company

(Continued through Page 13)

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GROUP II
MISCELLANEOUS IN-CHASSIS REPAIRS

In-chassis transmission repairs shall include miscellaneous repairs than can be accomplished without removing the transmission from the chassis, and shall include main valve body repair, output shaft seal replacement, etc. Labor hours for such repairs shall be according to the Allison Labor Rate Guide Book #185E37 or current publication.

Labor Rate per Hour for Miscellaneous Repairs: $_____

Allison Transmission Labor Rate Guide Book #185E37 shall be supplied to the City of Rochester upon award of this contract, or current publication.

Percentage Discount from the Allison List Price Schedule For:

Public Works Trucks

Miscellaneous Parts _____%

Allison External Oil Filter _____%

Allison Internal Oil Filter _____%

Price List Number _____ Dated _____

LOCATION OF FACILITY FROM WHICH CONTRACT IS TO BE SERVICED:

_____

STREET AND NO._____

CITY AND STATE_____

_____ _____
Authorized Signature Typed Name and Title of Authorized Signer

_____
Typed Name of Company

(Continued through Page 13)

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P R O P O S A L

PRINT OR TYPE THE FOLLOWING INFORMATION:

_____
Name of Firm or Corporation

_____
Street Address

_____
City State Zip Code

_____ _____
Telephone/Fax No. Federal Employer ID No.

_____
E-mail Address of Recipient of Contract Awards and Extensions

_____
Date

****

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

_____

Contract No. _____ Contract Term:_____

_____
Purchasing Agent

Date: _____

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