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**PRINTED NAME OF BIDDER**

**PERKINS CART LIFTER PARTS & REPAIRS**

Invitation to Bid No. 400120      Issued: May 13, 2013

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

BID OPENING: Monday, 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.



1 **SCOPE**

1.1 It is the intent of the City of Rochester to establish a contract for Perkins Cart Lifter Parts and Repairs.

2. **APPLICABLE PUBLICATIONS**

Current GM published Price Lists for automobiles and light trucks.

3. **REQUIREMENTS**

3.1 DELIVERY GUARANTEE FOR PARTS

3.1.1 For all items, delivery shall be made within five (5) days of receipt of order. If shipment cannot be made within the allotted time, purchase may be made in the open market, pursuant to paragraph 35 of the General Conditions and Instructions to Bidders.

3.1.2 Shipment of emergency items shall be made immediately.

3.1.3 Agency shall be accorded "over-the-counter" service, as applicable.

3.2 CATALOGUE AND PRICE LIST

3.2.1 The bidder must include one (1) copy of the price list with the Proposal.

3.2.2 Two (2) complete price list(s) must be submitted at the time of the contract award.

3.2.3 Price lists must be supplied to the Purchasing Agent within ten (10) days of contract award. Failure to provide catalogs and price lists as requested shall constitute breach of contract.

3.2.4 The contractor must also, upon request, assist any and all City departments on the proper use of the catalogs and price lists.

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

## PERKINS CART LIFTER PARTS & REPAIRS

- 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 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 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 their (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. QUALIFICATION OF BIDDERS

- 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 agent 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 MANUFACTURER'S CERTIFICATION

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

5. **CONTRACT PERIOD**

- 5.1 It is the intention of the City to enter into a contract for a term of approximately one (1) year, commencing upon the date of contract award and ending on May 31, 2014.
- 5.2 The City may extend the contract under the same terms and conditions for three (3) additional one (1) year periods or less from date of expiration, provided such extension is mutually agreeable to the City and the contractor.

6. **PRICE**

- 6.1 Price for parts 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.
- 6.2 The labor rate quoted shall be the fully loaded price per hour that will be charged during the contract term.
- 6.3 Two (2) complete current price lists must be provided to the City upon request. Bidders should submit price lists on an Excel Spreadsheet meeting current p.c. software requirements. Bidders unable to submit price lists electronically must submit hardcopies.
- 6.4 Bidder shall quote single percentage discount only. Bids containing multiple discounts are subject to rejection.
- 6.5 If bid is based upon a price list other than that specified herein, the bid must be accompanied with a copy of such list, cross referenced to the part numbers of the manufacturer's price lists specified herein.
- 6.6 The City is exempt from State Sales and Federal Excise taxes. This should be considered when quoting discount.
- 6.7 All orders shall be priced F.O.B. Destination, including unloading at storeroom door of agency. Exceptions to this provision must be included on the Proposal herein.
- 6.8 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 contractor invoice.

7. **INVOICES AND PAYMENT**

- 7.1 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:
  - 7.1.1 Accurate item description

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- 7.1.2 Catalog number of the item
- 7.1.3 Quantity
- 7.1.4 Unit price per item
- 7.1.5 Net total cost to the City, after discount
- 7.1.6 City contract number
- 7.1.7 Hours of labor and labor rate per hour
- 7.1.8 Date of delivery
- 7.1.9 Location of delivery
- 7.1.10 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.

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

8. **METHOD OF AWARD**

- 8.1 Award shall be made to the lowest responsible and responsive bidder by Group . Group 1 award shall be based on the lowest labor rate per hour however, the City reserves the right to factor in the parts discount offered if the combination of parts discount and labor rate results in a lower cost to the City. Group 2 award shall be based on the best discount offered for comparable price catalogs.
- 8.2 There may be a primary and secondary award for the repair section of this contract. In the event repairs to a vehicle cannot be completed in 48 hours, the City reserves the right to send the vehicle to the secondary award bidder.
- 8.3 The City reserves the right to reject any bid where the prices are unbalanced or not consistent with general market conditions.
- 8.4 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.

9. **QUANTITIES**

- 9.1 Quantities are indefinite. Contract shall be for the actual quantities ordered during the contract period.
- 9.2 The City reserves the right, on any unanticipated requirements of substantial quantities, to advertise them in the best interests of the City, at the discretion of the Purchasing Agent.

9.3 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.

10. **ALTERNATE PROPOSALS**

If 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 alternates deviate from or qualify the terms of the proposal and specifications as issued.

11. **PACKAGING**

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

12. **POLITICAL SUBDIVISIONS**

12.1 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.

12.2 By submitting a bid for this contract bidders must agree to offer the same terms and conditions of this contract to the Rochester City School District (RCSD) if the RCSD chooses to utilize this contract for its equipment.

13. **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 knowledge and belief:

13.1 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;

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

13.3 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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PROPOSAL

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.

GROUP 1  
REPAIRS AND PARTS USED FOR REPAIRS

- 1.1 Discount from manufacturers price list: \_\_\_\_\_ %
- 1.2 Price Column used \_\_\_\_\_
- 1.3 Price List Number and Date: \_\_\_\_\_
- 1.4 LABOR RATE FOR **PERKINS CART LIFTER** REPAIRS \$ \_\_\_\_\_ /HR.

GROUP 2  
OVER THE COUNTER PARTS

- 2.1 Discount from manufacturers price list \_\_\_\_\_ %
- 2.2 Price column used \_\_\_\_\_
- 2.3 Price List Number and Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company  
(Continued through Page 9)



PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

\_\_\_\_\_  
Name of Firm or Corporation

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone / Fax No. / Cell No. Federal Employer ID#

\_\_\_\_\_  
Email Address of Recipient of Contract Awards and Extensions

\_\_\_\_\_  
Date

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ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

\_\_\_\_\_

Contract No. \_\_\_\_\_ Contract Term: \_\_\_\_\_

\_\_\_\_\_  
Purchasing Agent

Date: \_\_\_\_\_