



PRINTED NAME OF BIDDER

RADIATOR REPAIRING, RECORING AND REPLACEMENT

Invitation to Bid No. 400240

Issued: May 6, 2013

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

BID OPENING: Tuesday, May 21, 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: YES, UPON REQUEST

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.



RADIATOR REPAIRING, RECORING AND REPLACEMENT

1. SCOPE

The intent of this specification is to establish a contract for repairing, recoring or rebuilding of radiators, heater cores, gas tanks, and oil coolers and replacement radiators for cars and light trucks and heavy truck intercoolers.

2. CLASSIFICATION

The services specified herein shall apply to passenger cars, light trucks and heavy industrial trucks.

3. APPLICABLE PUBLICATIONS

Current price list(s) of the following manufacturers:

- 3.1 Thermasys
- 3.2 Koyorad
- 3.3 TYC/Genera
- 3.4 Silla
- 3.5 Valeo
- 3.6 Performance Radiator

4. REFERENCE TO MANUFACTURER

The reference to specific manufacturers is done solely to establish that level of quality desired. Other manufacturers are acceptable if the Purchasing Agent determines that their level of quality is equivalent.

5. CATALOGS AND PRICE LISTS

- 5.1 One (1) complete current catalog and price list for each manufacturer being bid must be included with the bid.
- 5.2 Up to three (3) additional current catalogs and/or price lists must be supplied to the Purchasing Agent within ten (10) days of written request. Failure to provide catalogs and/or price lists as requested shall constitute breach of contract.
- 5.3 The contractor must also, upon request, assist in understanding how to properly use the catalogs.

6. INVOICES AND PAYMENT

6.1 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:

- 6.1.1 Accurate service description
- 6.1.2 Catalog name and number of the part
- 6.1.3 Quantities, where applicable
- 6.1.4 List price per item
- 6.1.5 Net total cost to the City, after discount
- 6.1.6 City contract number
- 6.1.7 Date of service
- 6.1.8 Location of delivery
- 6.1.9 City vehicle ID number where applicable
- 6.1.10 Shipping copy of each invoice must accompany all returned merchandise.

6.2 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.

7. QUALITY

All radiator and heater cores must equal or exceed OEM quality. All dimensions of replacement cores must be the same as OEM dimensions.

8. SERVICE TIME

All repairs will be completed within two (2) business days for passenger cars and light trucks, and three (3) business days for heavy equipment.

9. PICKUP AND RETURN (REPAIRS)

The successful bidder shall pick up and return all units to be repaired from ordering department's facility.

10. PARTS RETURN

10.1 Any parts (cores, etc.) removed under this contract and not reinstalled shall be returned to the ordering department's facility within the required service time (Section 8).

10.1.1 All recoring must be authorized in advance.

10.2 If the Purchasing Agent deems that repeated failures to deliver promptly or to perform any required service constitutes a substantial failure to conform to the specifications, he may, within ten (10) working days after written notice, cancel the contract without liability to the City of Rochester.

11. GUARANTEES AND WARRANTIES

11.1 The contractor shall, if such item(s) is not included in the manufacturer's standard warranty, guarantee all items furnished for the following time periods:

11.1.1 New or recored radiators: one (1) year unconditional

11.1.2 Repaired gas tanks, radiators and heater cores: ninety (90) days on material and workmanship

11.2 The contractor hereby warrants and guarantees that, for a period of twelve (12) months from date of final acceptance, he will, at his own expense and without any cost to the City of Rochester, replace all items defective in design, material or workmanship, or by reason of non-compliance with these specifications, within 48 hours of the proper notification.

11.3 Contractor shall also provide to the Purchasing Agent a copy of the standard factory warranty policy if requested.

12. QUALIFICATIONS OF BIDDER

12.1 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:

12.1.1 That the bidder has in operation a parts and service facility, adequate for and actively engaged in the services specified hereunder.

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

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

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

13. CONTRACT AWARD

- 13.1 It is the intention of the City to enter into a contract for a term of approximately one (1) year, commencing with the date of the Contract Award and ending on May 31, 2014.
- 13.2 The City may extend the contract under the same terms and conditions for two (2) additional terms of one (1) year or less from the date of expiration, provided such extension is mutually agreeable to the City and the contractor.

14. METHOD OF AWARD

- 14.1 The contract shall be awarded to the lowest responsive and responsible bidder, based upon the **Total Bid Price** (the total of Groups I and II). Bidders must bid on all items in each group to be considered for award.
- 14.2 The City reserves the right to reject any bid where the prices offered are disproportionate, or not consistent with market pricing for items not included in the Total Bid Price calculations.

15. PRICE

- 15.1 Price shall be determined by applying the bidder's stated discount to the manufacturer's price list submitted with the bid, and in conjunction with quoted prices for each particular service.
- 15.2 Requests for price increases will be considered upon submission of proper documentation from the manufacturer by the contractor. Increases will be based on manufacturer's latest published price list. Written notice, including three (3) copies of the revised price list(s), shall be delivered by Certified Mail, Return Receipt Requested, to:

PURCHASING AGENT
105A CITY HALL
30 CHURCH STREET
ROCHESTER, NY 14614

no less than fifteen (15) days prior to the effective date of such list(s). No price increases shall be honored prior to the expiration of such thirty days' notice, and in no event shall a retroactive increase be allowed.

- 15.3 If the Purchasing Agent of the City of Rochester deems the proposed price increase(s) to be excessive, not reflective of current market conditions or otherwise not in the best interests of the City of Rochester, the Purchasing Agent reserves the right, upon ten (10) days' written notice mailed to the contractor, to terminate the contract in whole or in part, as determined by law.
- 15.4 Bidder shall quote single percentage discount only. Bids containing multiple discounts are subject to rejection.

- 15.5 The City is exempt from State Sales and Federal Excise taxes. This should be considered when quoting discount.
- 15.6 For emergency orders, agency may request shipment by other than normal method. The difference in transportation charges should be shown separately on the claim voucher.

16. QUANTITIES

- 16.1 Quantities are indefinite. Contract shall be for the actual quantities ordered during the contract period. Any reference made to previous usage quantities or as shown in the Proposal in this bid is done solely for estimating purposes only and is not a guarantee that these quantities will be used in this contract period.
- 16.2 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.
- 16.3 The City reserves the right to have work described in this specification performed by other contractors in certain instances where it is in the City's best interest, for example, when OEM or guarantee-work is required.

17. RIGHTS OF TERMINATION

The City will keep a record of the number of recores and repairs made. If the number of recores appears excessive on the basis of past experience, the City may cancel the contract. Prior to canceling the contract for this reason, the Purchasing Agent will offer the vendor the opportunity to explain why the number of recores is excessive.

18. NON-SPECIFIED ITEMS

If it becomes necessary to repair, recore, or rebuild radiators, heater cores, gas tanks, and oil coolers and replacement radiators for cars and light trucks and heavy truck intercoolers not specified in the Proposal, the City requests the option to do so. Under Group 1, Number 5 the City requests a percentage discount for Non-Specified Replacement Radiators. Under Group 4, the City requests an hourly labor rate for Non-Specified repairs to radiators, coolers, and fuel tanks and related equipment.

19. 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.

20. 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:

- 20.1 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.
- 20.2 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 opening, directly or indirectly, to any other bidder or to any competitor.
- 20.3 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.

PROPOSAL - GROUP 1 (Cont.)

REPLACEMENT RADIATORS FOR PASSENGER CARS AND LIGHT TRUCKS

1. 2009 CHEVROLET IMPALA 3.9 LITER POLICE CAR WITH 7/8" CORE

Manufacturer & Part # _____

% Discount (from page 7) _____

	<u>Estimated Usage</u>	<u>Total Net Price</u>
Net Price _____	x 8 =	_____

2. 2009 CHEVROLET SILVERADO 1500 4 x 2, 5.3 LITER, EXTENDED CAB

Manufacturer & Part # _____

% Discount (from page 7) _____

	<u>Estimated Usage</u>	<u>Total Net Price</u>
Net Price _____	x 4 =	_____

3. 2009 CHEVROLET HHR, 2.2 LITER

Manufacturer & Part # _____

% Discount (from page 7) _____

	<u>Estimated Usage</u>	<u>Total Net Price</u>
Net Price _____	x 2 =	_____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company
(Continued through Page 13)

PROPOSAL - GROUP 1 (Cont.)

4. 2009 FORD ESCAPE HYBRID

Manufacturer & Part # _____

% Discount (from page 7) _____

Net Price _____ Estimated Usage x 4 = Total Net Price _____

GROUP 1 TOTAL \$ _____
(ADD TOTAL NET PRICES FROM #1 + #2 + #3 + #4)

5. **NON-SPECIFIED RADIATORS FOR DOMESTIC AND IMPORT PASSENGER CARS & LIGHT TRUCKS**

Manufacturer Price List Price Column % Discount

A. _____

B. _____

C. _____

D. _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company
(Continued through Page 13)

PROPOSAL - GROUP 2 (Cont.)

7. 2009 CRANE CARRIER CUMMINS ISC

Manufacturer & Part # _____

% Discount (from page 10) _____

	<u>Estimated Usage</u>	<u>Total Net Price</u>
Net Price _____	x 2 =	_____

GROUP 2 TOTAL \$ _____
(ADD TOTAL NET PRICES FROM #6 + #7)

TOTAL BID PRICE FOR GROUP 1 AND GROUP 2
\$ _____
(ADD GROUP 1 TOTAL + GROUP 2 TOTAL)

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company
(Continued through Page 13)

PROPOSAL

GROUP 3

REPAIRS TO RADIATORS, COOLERS, FUEL TANKS OR RELATED ITEMS

Labor Rate Per Hour \$ _____

GROUP 4

NON-SPECIFIED REPAIRS TO RADIATORS, COOLERS, FUEL TANKS

Labor Rate Per Hour \$ _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company
(Continued through Page 13)

RADIATOR REPAIRING, RECORING AND REPLACEMENT

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone Fax No.

Federal Employer ID# Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date: _____

