



February 10, 2014

ADDENDUM No. 1

Invitation to Bid No. 401320

RE: BENDIX AIR BRAKE SYSTEM COMPONENT PARTS

Instruction to Bidders:

1. **Replace pages 1-8 with enclosed pages 1A – 10A.**
2. **The bid opening date will be changed to February 25, 2014.**

SIGN the Addendum below acknowledging receipt and understanding, **INSERT** it in the bidding document, and **RETURN** it with your bid.

CITY OF ROCHESTER

Charles Zettek, Jr.
Purchasing Agent

The undersigned bidder acknowledges receipt & understanding of Addendum No. 1.

_____, 2014 _____



BENDIX AIR BRAKE SYSTEM COMPONENT PARTS



City of Rochester

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



Bureau of Purchasing

PRINTED NAME OF BIDDER

BENDIX AIR BRAKE SYSTEM COMPONENT PARTS

Invitation to Bid No. 401320

Issued: February 10, 2014

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

BID OPENING: Tuesday, February 25, 2014 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, 15 MONTHS 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.

BENDIX AIR BRAKE SYSTEM COMPONENT PARTS

1. SCOPE

- 1.1** It is the intent of the City of Rochester to establish a contract for the purchase of OEM, or approved equal, replacement and repair parts for BENDIX AIR BRAKE SYSTEM Equipment.
- 1.2** The parts to be ordered are for BENDIX AIR BRAKE SYSTEM Equipment currently owned by the City.

2. APPLICABLE PUBLICATIONS

- 2.1** Current BENDIX AIR BRAKE SYSTEM price list for all models, and subsequent revisions.

3. REQUIREMENTS

3.1 DELIVERY GUARANTEE

- 3.1.1** Delivery is required within five (5) business days from the date of order, F.O.B. ordering department.
- 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 will be made immediately.
- 3.1.4** The bidder shall also offer "over-the-counter" service if requested by the City.

3.2 PRICE LIST SUBMITTED WITH BID

The bidder must submit with this bid the current price list being offered. The price list format may be hard-copy, or electronic format using CD-ROM and/or thumb-drive. The price column from which the City's discount will be taken must be clearly marked, and noted on the Proposal page. If a bidder submits a hard-copy price list, additional price lists (preferably electronic) shall be provided upon request of the City after contract award.

3.3 GUARANTEES

- 3.3.1** The bidder guarantees that the replacement parts offered are genuine standard new stock product specifically designed and manufactured for use with original equipment; also, that no part will be substituted contrary to the manufacturer's recommendation. Every replacement part delivered will be guaranteed against faulty material and workmanship in accordance with the manufacturer's standard warranty. Any faulty part will be immediately replaced by the contractor without any cost to the City.

BENDIX AIR BRAKE SYSTEM COMPONENT PARTS

3.3.2 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 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.

4. QUALIFICATION OF BIDDERS

4.1 No bid will be considered unless the firm submitting the bid can meet the following condition:

4.1.1 That the bidder has in operation a warehouse adequate for and devoted to the selling of items covered in this bid to a large number of customers similar in size and/or scope to the City of Rochester.

4.1.2 Upon request of the City, the bidder must identify where the City can be afforded over the counter service, if needed.

4.2 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.

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

A. The City reserves the right to return the defective part with the original invoice information. The vendor will credit the part and the City may purchase a replacement part.

B. If applicable, the bidder must provide all warranty exceptions.

5. CONTRACT PERIOD

5.1 It is the intention of the City to enter into a contract for a term of approximately fifteen months commencing upon the date of contract award and ending on April 30, 2015.

5.2 The City may extend the contract under the same terms and conditions for two (2) additional periods of one-year or less from date of expiration upon mutual agreement of both parties.

BENDIX AIR BRAKE SYSTEM COMPONENT PARTS

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.
- 6.1.1 Contractor shall notify the Purchasing Agent in writing a minimum of two (2) weeks prior to revision of price list and shall submit two (2) copies of revised prices. New manufacturer's price lists may be submitted by the contractor not more often than at one hundred eighty (180) day intervals.
- 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 orders shall be priced F.O.B. destination, including unloading at storeroom door of the ordering department.
- 6.5 For emergency orders, the City may request shipment by other than normal method. Approved additional transportation charges must be shown separately on the invoice.

7. METHOD OF AWARD

- 7.1 The City intends to award this contract to a responsive and responsible bidder offering the highest percentage discount off the current BENDIX price list for new and remanufactured air brake system component parts. A complete current price list for both new and remanufactured parts must be submitted with the bid.
- 7.2 The City reserves the right to reject any bid where prices quoted are unbalanced or do not reflect prices currently available in the marketplace.
- 7.3 The City prefers to award this contract to a single contractor based upon the best combination of discounts offered. Therefore the City reserves the right to calculate its lowest cost and to award a contract based upon the City's determination of its lowest cost for the work described in this bid, unless awarding multiple contracts results in overall lower costs after factoring in the cost of making multiple awards.

8. QUANTITIES

Quantities are indefinite, thus, the City can make no guarantee about the amount of business that will result from this contract. The City cannot predict when it will need to order repair parts or repair services from this contract in the future, or in what quantities. The City may choose to issue one or more purchase orders to cover the term of this contract, however, the City will only purchase and pay for quantities actually requested and used during the term of the contract.

BENDIX AIR BRAKE SYSTEM COMPONENT PARTS

9. ALTERNATES

In the event satisfactory bids are not received, the Purchasing Agent reserves the right to consider alternate proposals that take exception to these specifications. Bidders must explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

10. PACKAGING

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

11. INVOICES AND PAYMENT

11.1 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 and is attached to a signed City of Rochester invoice.

11.1.1 Reference to the approved quote (e.g. "per quote #")

11.1.2 Accurate repair description

11.1.3 Time spent and billed for the repair (e.g. labor cost)

11.1.4 Catalog/item number, unit price and quantity of each part and supply billed

11.1.5 Net total cost to the City, after discount

11.1.6 City Purchase Order number

11.1.7 Date of delivery

11.1.8 Location of delivery

11.1.9 A written explanation of why the final cost was different than the approved estimate. The City will not be liable to pay amounts in excess of the written estimate unless such amounts are expressly agreed to by the requesting agency

11.2 The City requires properly completed invoices from the contractor before making payment.

BENDIX AIR BRAKE SYSTEM COMPONENT PARTS

- 11.3 The City reserves the right to request that the contractor provide the City with a complete copy of any price list for parts/supplies/materials billed by the contractor to service this contract. The price list(s) provided may be used by the City to verify the accuracy of any invoice.
- 11.4 The City further reserves the right to audit the contractor's records at any time during or up to three years after the expiration of the contract to verify that the contractor accurately billed the City per terms of this contract.
- 11.5 Any overcharges by the contractor identified by the City must be refunded immediately to the City, or they will be withheld by the City from invoices due. The City further reserved the right to hold a contractor in default of contract for repeated instances of wrongfully billing the City for amounts higher than the contractor's net price plus the percentage markup bid.
- 11.5.1 The responsibility to submit a properly completed invoice rests entirely with the vendor. Failure to submit a properly completed invoice will result in rejection of a claim for payment.
- 11.6 The City requires properly completed invoices from the contractor before making payment.

12. ADDITIONAL ITEMS/SERVICES

The City reserves the right to negotiate with the contractor additional related items or services that are needed by the City and include them in this contract. Prices shall be negotiated and approved by the City prior to ordering the related item or service. Additional items or services can only be ordered through a valid City of Rochester purchase order. Items or services not covered by a prior authorizing purchase order will not be paid for by the City.

13. 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 role other than to provide other political subdivisions with a copy of this contract if requested.

BENDIX AIR BRAKE SYSTEM COMPONENT PARTS

14. 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:

- 14.1 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.
- 14.2 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.
- 14.3 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.

BENDIX AIR BRAKE SYSTEM COMPONENT PARTS

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.

1. BENDIX AIR BRAKE PARTS, NEW

BENDIX PRICE LIST NO. _____

DISCOUNT _____%

PRICE COLUMN _____

DATE _____

2. BENDIX AIR BRAKE PARTS, REMANUFACTURED

BENDIX PRICE LIST NO. _____

DISCOUNT _____%

PRICE COLUMN _____

DATE _____

NAME OF BIDDER: _____

ADDRESS OF WAREHOUSE: _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through page 10-A)

BENDIX AIR BRAKE SYSTEM COMPONENT PARTS

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 No.

E-mail Address of Recipient of Contract Awards and Extensions

Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No.:401320
MUNIS Contract No.: _____

Contract Term: TERM CONTRACT, 15 MONTHS
WITH OPTION TO EXTEND:

Purchasing Agent

Date: _____