



PRINTED NAME OF BIDDER

PASLODE NAIL GUN, PARTS & REPAIR SERVICES

Invitation to Bid No. 401580 Issued: February 18, 2014

PURCHASING BUREAU CONTACT: Gary Tomaselli, Purchaser, 585-428-7224

BID OPENING: Thursday, March 6, 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: ONE YEAR TERM CONTRACT WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement:

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.



PASLODE NAIL GUN, PARTS & REPAIR

1. SCOPE

It is the intent of the City of Rochester to establish a contract for Pasload Nail Guns, parts and repair services for, Model #CF325.

2. DELIVERY

The items to be furnished under this contract shall be delivered F.O.B. City of Rochester, Building Services, 414 Andrews Street, Rochester, NY 14604 within five (5) days after request.

3. METHOD OF AWARD

- 3.1 Award will be made to the lowest responsive and responsible bidder based upon the TOTAL BID PRICE.
- 3.2 Bidders must provide pricing for items 4 & 5 for repair service to the City as needed. Although items 4 & 5 are not included in the Total Bid Price, the City reserves the right to make the award based on the calculation of the lowest total cost.
- 3.3 The City reserves the right to reject any bid where prices offered are unbalanced or not consistent with current market conditions

4. WARRANTY AND GUARANTEE

- 4.1 The Manufacturer shall guarantee the unit for satisfactory operation for a period of six years. Any control which fails in normal operation within four years of installation shall be replaced at no cost. Any control which fails within the fifth or sixth year shall be replaced at a pro-rated fraction of the original cost.
- 4.2 The Contractor shall provide this guarantee for the above specified period from date of final acceptance and will, at his/her own expense and without any cost to the City of Rochester, replace all items defective in design, material or workmanship or due to noncompliance with these specifications.
- 4.3 The Contractor shall submit a copy of the manufacturer's standard factory warranty policy which shall commence upon installation.

5. CONTRACT PERIOD

- 5.1 The contract resulting from this bid invitation shall remain in effect for approximately one year beginning on date of award and ending on February 28, 2015..

- 5.2 The City may extend the contract under the same terms and conditions for three (3) periods of one (1) year or less from date of expiration, provided such extension is mutually agreeable to both the City and contractor.

6. UNANTICIPATED REQUIREMENTS

- 6.1 The City of Rochester reserves the right to purchase small, related items not specified in the Proposal if required, during the contract term, upon prior approval of the Purchasing Agent or his designee.
- 6.2 A written quote with the model number and cost of the add item is submitted by the award vendor to the Office of the Purchasing Agent. The contract will be amended reflecting specified add item when approved. Prices quoted will be honored for the duration of the contract term.
- 6.3 Items supplied without prior approval of the Purchasing Agent will not be paid.

7. QUANTITIES

- 7.1 Quantities and dollar volumes are indefinite. Contract shall be for the actual quantities ordered during the contract period.
- 7.2 The contractor shall only deliver items or service ordered on a City of Rochester Purchase Order.

8. REPAIR SERVICES

- 8.1 The successful vendor will provide on-call service to restore Pasload gun tools to working order.
- 8.2 Service may include lubrication, adjustments and replacement parts deemed necessary by the vendor to put the tool back into working order.
- 8.3 If the bidder intends to subcontract the repair service for this contract, the bidder must provide this information on the proposal. The City reserves the right to reject any bid if a subcontractor is not acceptable to the City. The contract between the vendor and the vendor's subcontractor must be inspected and approved by the City's Contract Administrator prior to the subcontracting.
- 8.4 Repair parts will be furnished new or equivalent to new in performance. Replaced, broken or worn parts will become the property of the vendor and the responsibility of the vendor for disposal.

PASLODE NAIL GUN, PARTS & REPAIR

- 8.5 The vendor must have access to locally inventoried parts within twenty-four (24) air hours.
- 8.6 Parts will be reimbursed at the list price less the discount quoted in the bid. The successful bidder will provide the City two (2) copies of the manufacturer price list, which includes the list price column
- 8.7 The City's hours of operation are 8:00 AM until 5:00 PM, Monday through Friday. The City will contact the vendor prior to delivery of equipment to be repaired. Upon completion, the vendor will notify the City of readiness and equipment pick-up will be done by the City's authorized representative.
 - 8.7.1 Prior to actual repair, the successful vendor will submit a repair quote estimate and obtain approval to proceed from the ordering agent. A decision will be made which is in the best of the City; to repair or purchase a new replacement tool. Therefore, bidders must indicate hourly and half hour charge for labor to provide repair estimates and actual repair service within the proposal.
 - 8.7.2 Acceptable turnaround for repair services are not to exceed four (4) work days. More than a four day repair turnaround with reasonable cause such as availability of parts may be authorized by the City's ordering agent. Record of excessive delays in service completion may be deemed non-responsive on the part of the award vendor.

9. INVOICING

Payment will be based on the invoice used in the contractor's normal course of business. However, **unless the invoice** is clearly legible and contains at a minimum all of the following information, payment will be delayed:

- 9.1 Itemized description and City's cost of replacement part(s)
- 9.2 Labor in hour and half hour increments with description of repair service
- 9.3 Net total cost to the City
- 9.4 Date of service
- 9.5 Purchase order and contract number
- 9.6 A detailed explanation of any differences between the repair quote and the final Invoice

10. INSPECTION

- 10.1 Should the item to be furnished under this contract be found defective, fail in any way to meet the terms of the contract or fail to meet any of the specifications, it will be rejected. Any rejected items will be altered or replaced to comply with the specifications at the expense of the contractor.

- 10 If the item called for in the specifications is delivered and fails to meet specifications in any respect, the bidder will be notified and he will arrange for its removal from the City of Rochester property at no expense to the City of Rochester. If the successful bidder fails to remove the item which, in the opinion of the Purchasing Agent of the City of Rochester does not meet specifications, the City of Rochester will arrange to have the item removed and any expense connected therewith will be the responsibility of the contractor.

11. PAYMENT OR ACCEPTANCE NOT CONCLUSIVE

- 11.1 No Payment made under the contract shall be conclusive evidence of performance of the contract, either wholly or in part, and no payment made for the delivery of the item(s) in whole or in parts shall be construed as an acceptance of defective work or improper materials, nor relieve the contractor from making good the defects.
- 11.2 The final acceptance shall not be binding upon the City of Rochester nor conclusive should it subsequently develop that the contractor had furnished inferior item(s) or had departed from the specifications and/or the terms of the contract. Should such a condition become evident, the City of Rochester shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications at the cost and expense of the contractor.

12. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions with which the City has entered into municipal cooperation agreements, may participate in the contract resulting from this bid award. 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 notify the other political subdivisions that this contract is available to them for purchases.

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 knowingly been disclosed by the bidder and will not

PASLODE NAIL GUN, PARTS & REPAIR

knowingly be disclosed prior to the bid 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.

PASLODE NAIL GUN, PARTS & REPAIR

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.

<u>ITEM</u>	<u>TOTAL</u>	<u>UNIT PRICE</u>
1.. PASLODE GUN MODEL No. CF325	\$ _____ x 1 each	= \$ _____
2. PASLODE 2 3/8 X-.113 RING SHANK 30D With 1 CYLINDER NAILS MODEL No. 650565	(3000/Box)	\$ _____ x 120 Box = \$ _____
3. PASLODE 3" X .131 SMOOTH SHANK 30D With 1 GAS CYLINDER NAILS MODEL No. 650566	(1000/Box)	\$ _____ x 60 Box = \$ _____

TOTAL BID PRICE \$ _____
(Items 1.-3.)

4. Labor Hour
\$ _____
5. % _____
Discount off Repair Parts List Proposed Manufacturer Price List Date

DELIVERY SHALL BE MADE WITHIN _____ A.R.O. (After Receipt of Order)

BIDDERS WILL PROVIDE REPAIR SERVICES IN HOUSE: YES ____ NO ____
IF NO, PROVIDE NAME OF REPAIR COMPANY _____

Authorized Signature Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 6)

PROPOSAL

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: _____