



TOWN OF RIVERHEAD
Sean M. Walter, Supervisor

200 Howell Avenue
Riverhead, New York 11901-2596
631-727-3200

BID # ATR-2014-15

BID FOR: AUTO & TRUCK REPAIRS

BIDDERS NAME

BIDDERS ADDRESS

TOWN, STATE, ZIP

DATE

(_____)_____
PHONE NUMBER

EMAIL ADDRESS

In compliance with your advertisement for bids to be opened on **November 20, 2014**, all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or Town Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

Respectfully submitted,

SIGNED BY

TITLE

BIDDERS ARE INVITED TO ATTEND BID OPENING

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **AUTO & TRUCK REPAIRS** for use by the TOWN OF RIVERHEAD will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **2:05 p.m. on November 20, 2014.**

Bid packets, including Specifications, may be examined and/or obtained on OCTOBER 23, 2014 on the Town's website at www.townofriverheadny.gov click on bid requests.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "EXCEPTIONS TO THE SPECIFICATIONS" and be attached to the bid form.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

All bids are to be submitted to the Town Clerk's Office in a sealed envelope bearing the designation **BIDS FOR AUTO & TRUCK REPAIRS 2014-15.**

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

PRINTED NAME OF BIDDER

AUTO & TRUCK REPAIRS

PURCHASING AGENT: Mary Ann Tague
tague@townofriverheadny.gov

BID OPENING: **Thursday, November 20, at 2:05 p.m.**

Sealed bids are to be returned to the Office of the Town Clerk, 200 Howell Avenue, Riverhead, New York 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: FIXED PRICE, ONE YEAR TERM WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: SUBMIT WITH BID.

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**

PRINTED NAME OF BIDDER

1.1 The intent of these specifications is to establish a unit price contract for the purchase of OEM Body and Engine Repairs for the Town's fleet of automobiles and trucks.

2. **APPLICABLE PUBLICATIONS**

Current published Price Lists for automobiles and 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 Town 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 Town, the contractor may proceed with the repair.

PRINTED NAME OF BIDDER

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

3.5 PARTS WARRANTY

- 3.5.1 The Town requires that all bidders honor the manufacturer's parts warranty.
- 3.5.2 If applicable, the Town will return part with original invoice information and the vendor will issue a credit for the part to the Town. The Town 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 Town 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 Town contracts, or contracts of sufficient and comparable size with other customers.

PRINTED NAME OF BIDDER

4.2 The Town of Riverhead 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 Town to enter into a contract for a term of approximately one (1) year, commencing upon the date of contract award and ending one year later.

5.2 The Town 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 Town 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 Town 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 Town 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
- 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 Town, after discount
- 7.1.6 Town 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 Town 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 Town 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 Town. 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 Town reserves the right to send the vehicle to the secondary award bidder.

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

8.4 The Town reserves the right to award by combinations of groups if so doing results in lower costs to the Town 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 Town reserves the right, on any unanticipated requirements of substantial quantities, to advertise them in the best interests of the Town, 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 Town 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 Town 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 (PIGGYBACKING CLAUSE)**

- 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 Town 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 Town of Riverhead any other municipality if said municipality chooses to utilize this contract.

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.

PRINTED NAME OF BIDDER

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.

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 REPAIRS \$_____ /HR.

Authorized Signature Typed Name and Title of Authorized Signer

Typed Name of Company

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

Town

State

Zip Code

Telephone / Fax No. / Cell No.

Federal Employer ID#

Email Address of Recipient of Contract Awards and Extensions

Date

ACCEPTED ON BEHALF OF THE TOWN OF RIVERHEAD FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date: _____

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____