

Department of Finance
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New Rochelle, NY 10801

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Howard Rattner
Commissioner



CITY OF NEW ROCHELLE NEW YORK

To: All Prospective Bidders
For
Power Equipment Repairs

BID SPEC No. 4738
DATE SENT: December 10, 2007
DATE DUE: December 27, 2007
NOTE: Bids are due by 3:00 p.m.
Late bids will not be accepted

Respond to: City of New Rochelle
Purchasing Office/Dept of Finance
515 North Ave.
New Rochelle, N.Y. 10801

INSTRUCTION FOR RESPONDING TO THIS BID

1. Vendors interested in bidding on the referenced items should read the entire document. The vendor must complete all sections of this document including the **VENDOR DATA SECTION** and sign where indicated. Your signature identifies your acceptance of all terms and conditions herein.
2. All vendors must fill in the prices being requested in the places and formats indicated. All blank spaces in said bid shall be filled in and no changes shall be made in the phraseology, or in the items, terms and conditions contained therein.
3. Completed bids should be sent to the address identified at the top of this page.
4. Please indicated the bid specification number and due date on the outside of your submitted bid.
5. Faxed or emailed bids will not be accepted. Use US Mail, Special Delivery or Hand Delivery.
6. The City of New Rochelle is a sponsor of the Westchester Affirmative Action Equal Employment Agreement and encourages all minorities to submit bids. Firms qualified and certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are strongly encouraged to submit bids.

Instructions, Terms and Conditions, Spec. #4738

1. Submission of Bids Each bid must be in a separate sealed envelope, clearly labeled with vendor name, bid number and due date and addressed to City of New Rochelle, Department of Finance-Purchasing Office, City Hall, New Rochelle, New York 10801. All bids must be properly signed and received by the time and date specified in order to be valid.

2. Award of Bids Awards will be made, if at all, to the "lowest responsible bidder" meeting the specifications. The City reserves the right to reject any and all bids or portion thereof, or any bids that are vague, incomplete or indefinite.

3. Withdrawal of Bids The submission of the bid proposal shall constitute an irrevocable offer which shall remain in full force and effect until the bid proposals received by the City are either accepted or rejected. Proposals may be withdrawn at any time prior to the bid opening.

4. Bid Deposits Bid deposits, if required, will be returned to unsuccessful bidders after the bid has been awarded. A successful bidder's deposit will be returned after a written contract has been executed, or after a performance bond, if required, has been accepted by the City.

5. Bid Format Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, failure to have read all the conditions, instructions and specifications shall not be cause to alter the original bid.

All bids must be priced per unit specified in the bid specifications or on the bid form submitted, and must be signed and dated. In the event of a discrepancy between the unit price and extension, the unit price will govern. No exceptions will be allowed with regard to errors made in the computation of a bid.

Purchases by the City of New Rochelle are not subject to any federal, state or local taxes. Do not include any of these taxes when bidding or invoicing. Exemption certificates will be furnished upon request.

6. Substitutions Any deviation from specifications or indicated brand shall be clearly stated and fully explained by accompanying specification sheets with submitted bid. Samples shall be supplied by the vendor, at no charge to the City, upon request. The City reserves the right to accept equals approved by it. If exception to indicated brand is not noted, bidder is required to deliver brand specified.

7. Delivery of Product All delivery are to be considered inside delivery to locations as specified by the authorized City agent. All items must be guaranteed against faulty material and workmanship and delivered as such. Deliveries of incorrect or faulty items will be rejected and returned at vendors' expense. Failure to deliver within the specified time maybe cause for cancellation of the order.

8. Shipping Terms Shipping terms will be considered F.O.B. Destination and without charge for containers, packing, etc., unless specified on the bid and the cost thereof quoted.

9. Payment Terms
The City of New Rochelle shall pay invoices at net 30 days after receipt of invoice and of material; whichever is later, unless alternate terms are indicated on the bid.

10. Collusion Clause By submission of this bid, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

A. 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 any competitor; and

B. unless otherwise requires by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

C. no attempt has been made 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.

The bidder certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the city treasury is directly or indirectly interested therein, or in supplies materials and equipment to which it relates, or in any portion of the profits thereof.

11. The City of New Rochelle is a sponsor of the Westchester Affirmative Action Equal Employment Agreement and encourages all minorities to submit bids. Firms qualified and certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are strongly encouraged to submit bids.

STATEMENT OF NO BID

RETURN THIS FORM ONLY IF YOU ARE SUBMITTING A "NO BID"

It is the intent of the City of New Rochelle to afford all suppliers an equal opportunity to bid on all commodities, operating supplies, equipment and/or services as listed in this specification.

In the event your firm declines to bid, kindly advise the City of New Rochelle Purchasing Department to that effect by completing and returning this document.

City of New Rochelle Purchasing Department,

We, the undersigned, have declined to bid on your Request for Quotation/Proposal

Specification No. **4738** for **Power Equipment Repairs** for the following reasons:

- We do not offer this product/service*
- We are unable to supply the product/service at this time*
- We are unable to meet the specifications*
- We are unable to meet the bond requirements*
- Other:*

We understand that if the no bid letter is not executed and returned our name may be deleted from the list of qualified bidders for the City of New Rochelle.

COMPANY NAME:

ADDRESS:

TELEPHONE #:

EMAIL ADDRESS

Misc/nobid

(rev 2/98)

Request for Quotation Spec. #4738

The City of New Rochelle is requesting quotations for the Repair of City of New Rochelle Power Equipment as specified herein. Agreement reached from this RFQ will commence on Jan. 1, 2008.

1) Scope of Work

The successful bidder shall provide repair service, on an as needed basis, for the repair of miscellaneous gasoline powered equipment for the Public Works, Parks and Recreation, and Fire Departments. In general, equipment will be dropped off and picked up by the City.

In addition, we will also award the second low bidder as an alternate should the low bidder be unable to perform service as required at anytime during the contract period.

2) Term of Contract

The contract shall be awarded for a term of one (1) year with the option to renew the agreement for three (3) additional years, in one year intervals upon mutual consent.

3) Payment Terms

a) Payment will be made throughout the life of this contract for each service in accordance with the price schedule submitted by the successful bidder.

b) The contractor shall be paid upon submission of a satisfactorily completed City of New Rochelle Standard Claim Form **and listing at least the following for each charge (where applicable):**

-Identification of equipment that was serviced or repaired.

-Description and breakdown of work performed, listing labor costs separately from cost of parts.

NOTE: All parts utilized in repairs or service shall be invoiced at the discounted price as quoted in your response. The City shall reserve the right to request invoices which list the manufacturer's suggested list pricing and the discounted pricing on any parts used in a repair or service, and reserves the right to request documentation verifying list pricing.

4) Bidder Qualification Requirements

All terms, conditions and requirements as set forth in this request for quotation must be satisfied as of the date of bid submission.

Bid responses will only be accepted from thoroughly competent, experienced and financially qualified Contractors according to the qualification requirements as listed herein and successful fulfillment of said requirements as determined by the City of New Rochelle.

Please complete the following qualification and requirement questions as provided for herein. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection.

a) The bidder must demonstrate that they have had three (3) years acceptable prior experience in providing similar service. This qualification will be satisfied by listing at least one firm your company has provide this service to, including description, contact person, and contact persons telephone number for each year from 1999 through 2001.

Contract	Description	Contact Person	Phone #
2007_____			
2006_____			
2005_____			

Does your response comply with this requirement? YES_____ NO_____

b) The successful bidder must have an official business location and service facility within a 5-mile radius of the New Rochelle City Hall building for reasons of expediting service requests.

Does your response comply with this requirement? YES_____ NO_____

5) General Information

Please provide the following information:

a) Name and title of executive in charge_____

b) Name and title of supervisor_____

c) Years of experience in business_____

d) Number of years at current location_____

e) Contact person(s) and telephone number(s) that shall be contacted
when service is required _____

6) Cancellation

Any violation of the terms, conditions, requirements and/or non-performance of the contract shall result in immediate cancellation. The City shall have the right to cancel this contract upon at least thirty (30) days prior written notice to the contractor of its election to do so.

7) Equipment List

Below please find a representative list of the type of equipment, which may require service. This list is NOT inclusive of all equipment that may require service under the contract awarded from this request for quotation.

Equipment List

This list is representative, equipment may have been, or maybe, added or deleted.

Streets and Highway Department

12 Snapper Lawn Mowers	4 Yazoo	2 Jerri's
2 Hedge Trimmers	5 Chain Saws	3 String Trimmers
2 Back Pack Blowers	1 Wheel Blower	2 Concrete Saws
1 Generator	1 Compactor Motor	

Sewers and Drains Department

2 Homelite 3" Trash Pumps
2 Echo SR 2400 Weed Machines
2 Homelite Mud Sucker Pumps
1 Air Systems Fresh Air Blower
2 Snapper Snow Blowers
1 Jacobson 21" Lawn Mover

Parks & Recreation Department

2 Snapper Snow Blowers (8hp)	2 Redmax String Trimmers
1 Toro Snow Blower (8hp)	1 Gas Auger
1 Snow Bird Snow Blower (8hp)	1 Troy Built Roto Tiller
3 Toro Gas Mix Snow Blower	1 McCulloch Chain Saw
3 Gravely Tractors #8123	1 Homelite Chain Saw
3 Jacobsen Tractors #1200	3 Redmax Back Pack Blowers
3 Little Wonder Electric Hedge Trimmers	1 Echo Chain Saw
3 Toro 21" Lawn Mowers (5hp)	2 Homelite Generators
2 Maruyama String Trimmers	2 Yazoo 24" Lawn Mowers
10 Snapper 21" Lawn Mowers (5hp)	

Fire Department

1 Hoffco Grass Trimmer GT21	3 Honda Generator EM650	1 McCulloch Generator
2 Partner Multi Saw K-1200	3 Echo Chain Saw QV8000	2 Homelite Water Pumps
2 Stihl Saw TS	2 Murray 20" Lawn Mower	1 Snapper 4hp Mower
4 Ariens Snow Blower ST2+2	1 Little Wonder Leaf Blower	1 McCulloch Weed Eater
1 Jacobsen 21" Lawn Mower	1 Toro Lawn Mower	3 Partner Multi Saw K-12
1 Homelite Lawn Mower T-20	1 Jacobsen Snow Blower	
1 Hale Water Pump-250GPM	3 McCulloch Generator 3500E	
1 Hurst Resue Hydraulic Pump	1 Lucas Rescue Hydraulic Pump	
2 Homelite Chain Saw XL-98D/C	1 Briggs-Stratton Leaf Blower 50B	

Spec. #4738

8) Cost Summary, Spec. #4738

The estimated expenditure for services under the contract established from this request for quotation is approximately \$10,000 annually. The City does not guarantee the actual amount of service that will be required.

The City of New Rochelle shall be held harmless by the successful bidder for any lost revenue, lost profit and overhead, or any other hardship due to amount of service required during the award period.

The City reserves the right to select the bidder whose hourly rate, parts and materials rates, and qualifications serve the best interest of the City.

Please quote the hourly rate to be charged for repairs and service.

Please quote the discount that will be given on the manufactures suggested list pricing for all parts and materials.

Please quote your flat rate for pick –up or delivery within the City of New Rochelle.

CONTRACT PERIOD	HOURLY RATE (Monday-Sat)	% DISCOUNT FROM MANUFACTURES SUGGESTED LIST PRICE FOR MATERIALS AND PARTS	ADDITIONAL CHARGE FOR PICKUP OR DELIVERY
YEAR 1 1/1/08-12/31/08			
YEAR 2 1/1/09-12/31/09			
YEAR 3 1/1/10-12/31/10			
YEAR 4 1/1/11-12/31/11			

Submitted by: _____ as authorized

PLEASE PRINT

representative for _____

COMPANY NAME

