



**CITY OF ROCHESTER HILLS  
NOTICE OF INTENT TO ACCEPT BIDS  
FOR HEAVY DUTY TRUCK PARTS**

Sealed bids for **HEAVY DUTY TRUCK PARTS** for the City of Rochester Hills Department of Public Service will be received by the City of Rochester Hills at the Mayor's Office/Fiscal Team, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 until 3:00 p.m. Local time, MONDAY, APRIL 28, 2003, at which time and place said bids will be publicly opened and read aloud.

The complete specifications are included.

Any deviation from specifications must be noted on the proposal.

**THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.**

Please submit bid on or before the date and time given above to:

Julie Hamilton, Purchasing Analyst  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

All bids must be submitted in a Sealed Envelope marked "**BID – TRUCK PARTS.**"

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Jean A. Farris, Supervisor of Procurement  
City of Rochester Hills  
Dated at Rochester Hills, Michigan  
this 9th day of April, 2003

**CITY OF ROCHESTER HILLS  
OAKLAND COUNTY, MICHIGAN  
BID FOR  
HEAVY DUTY TRUCK PARTS**

Project Description

The City is seeking bids on HEAVY DUTY TRUCK PARTS for the Department of Public Service. A blanket will be issued for one (1) year with a two (2) year option to renew. All parts must meet or exceed original equipment manufacturer's specifications. Bidders must include documentation stating such.

Discount From Published Price Lists

Bids shall be submitted on the basis of a discount from a manufacturer's most recent Published Price Lists(s). Such Published Lists(s) must be common to, and accepted by, the industry in general. The Lists must be printed, properly identified, and dated as to issuance and effectiveness.

The City requests a firm price quote for three years. However, if this is not practical, a minimum guarantee of one year is required. Any price changes will require 30 days notice. The city will have the option of accepting the price change or canceling the purchase order and rebidding the item. Discount percentages will remain firm for the entire contract period and cannot be changed.

Revised Published Price Lists may be used as a means of price adjustment. However, all bids are to be firm for a period of ninety (90) calendar days after the bid opening date. Revised Price Lists will be accepted in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

Invoices

All invoices submitted for payment must be clearly identified with the purchase order number assigned to the successful bidder for that item and the City of Rochester Hills department that ordered the part(s).

Discounts

All discounts quoted shall be firm and fixed for the specified contract period. Discounts offered must be expressed as a single percent (%) figure of each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

### Catalogs and Price Lists

Bidder must provide with their bid a copy of the current manufacturer's price list and catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated.

Unless the bidder takes specific exception, any terms and conditions contained in the parts price list(s) or product catalog(s) submitted shall not take precedence over the terms and conditions specified herein.

Upon request, the Contractor shall provide additional sets of manufacturer's product catalogs and parts price lists.

### Emergency Purchases

The City of Rochester Hills reserves the right to purchase from other sources, those items that are required on an emergency pick-up basis and cannot be supplied immediately from stock by the Contractor.

### Parts Exchange/Credit Returns

Supplier expressly agrees to exchange at current City cost (at time of exchange) all unused parts purchased during the contract. Parts to be exchanged will be those parts that have become obsolete to the City. The City will be the sole judge of obsolescence. Parts returned shall be in their original packaging.

Contractor shall issue credit for use against future purchases for the returned parts. The City shall not be obligated to accept exchange parts at time of return.

### Back Orders

All back orders must have the prior approval of the City representative placing the order.

### **STOCK AND AVAILABILITY OF PARTS (PERFORMANCE REQUIREMENT)**

Contractor shall establish and maintain sufficient local parts inventory to adequately support the City's fleet of vehicles and equipment.

The City of Rochester Hills reserves the right to inspect the Contractor's facility and parts inventory and randomly inspect the quality of various parts in inventory. The City may ask for samples to determine the quality of vendor parts.

Daily delivery required Monday through Friday. Multiple deliveries daily may be required. All orders placed for in stock vendor parts must be delivered within two (2) hours. Contractor to indicate if bid includes delivery or if a minimum order is required for delivery.

### Material Safety Data Sheets (MSDS)

All City of Rochester Hills purchases require a Material Safety Data Sheet, where applicable, in compliance with the MIOSHA “Right to Know” Law.

### Method of Ordering

Individuals specifically authorized will place verbal orders direct to vendor with a blanket purchase order number. Vendor will be issued the blanket purchase order and a list of authorized personnel upon award of bid.

### Specifications

The complete specifications for the HEAVY DUTY TRUCK PARTS are included/attached for your review.

All parts must be new. No used or re-manufactured parts will be acceptable.

Unless otherwise stated by bidder, the bids will be considered as being in strict accordance with the City’s applicable standard specifications, and any special specifications as outlined in the bid document. Reference to particular trade names, manufacturers, or model numbers are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other trade names, manufacturers, or model numbers unless otherwise stated. However, the Bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

### General Requirements

The successful bidder must meet and provide all requirements as outlined in the specifications package contained herein. The bid form contains general specifications which are used as the basis for the overall bid evaluation. All bids shall be in conformance with and subject to General Specifications and other bid documents as contained herein.

All bids shall be opened publicly and read aloud at the date and time specified. Each bid shall be recorded together with the name of the bidder. Bids shall be in accordance with the Purchasing Ordinance and the requirements of this notice in order to be deemed “responsive.”

Bids shall be in conformance with and subject to the instructions in the bid documents. The Bid Form must be completed entirely and submitted with the Bid.

All bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid. All prices are to be F.O.B. delivered to the City of Rochester Hills, Department of Public Service facility at 511 East Auburn Road.

No bidder may withdraw a bid after the actual date of the opening thereof except in a case where the bidder demonstrates to the City's reasonable satisfaction that a material and substantial mistake was made in preparing the bid, in which event the bidder shall have 24 hours after the opening of the bid to deliver to the City a notice, in writing, that the bidder desires to withdraw the bid and state the reasons therefore. Once a bid is withdrawn, it may not be re-bid.

The City reserves the right to reject any and all bids; and to waive any defect or irregularity in bids. The City reserves the right to accept any separate item in the bid; and to accept the bid that in the opinion of the City is to the best advantage and interest of the public.

The City of Rochester Hills reserves the right to split or abstract any or all bid proposals and award multiple contracts from the same quotation based on price, availability and service when in its judgment it best serves the City of Rochester Hills.

**Any deviations from the specifications must be noted in the proposal.**

The City reserves the right to waive any informalities or immaterial omissions or defects not involving price, time or changes in the work. In the case of error in the extension of prices in the bid or other arithmetic error, the unit price shall govern.

No proposal will be accepted from any person, firm or corporation who is in arrears upon and obligation to the City or who otherwise may be deemed irresponsible or unreliable to the City.

**THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

All correspondence or inquiries from interested vendors regarding this bid proposal shall be directed to the attention Bruce Halliday, Fleet Supervisor, Department of Public Service Garage, 511 E. Auburn Road, Rochester Hills, Michigan 48307, 248-841-2659 and/or Julie Hamilton, Purchasing Analyst, Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, 248-841-2537.

Only those persons designated above are authorized to seek additional information from prospective vendors regarding their bid proposals. Correspondence or inquiries made directly to vendors regarding their bid proposals from all other persons are to be directed to those City employees designated above for appropriate review and response.

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Prices quoted shall not include Federal or State taxes. The City will furnish the successful bidder with tax exemption certificates upon request.

### Submission of Bids

Each bidder must use the attached bid forms and specifications to submit their bid. All bids must be received by mail or delivered in person to: Julie Hamilton, Purchasing Analyst, City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309. (No fax or e-mail bids will be accepted.) Bids received after the time or date prescribed herein shall not be considered for award.

### Notice to Bidders

Examples shown are listed to indicate the type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Bidders are cautioned that any units delivered to the F.O.B. point which do not meet the specifications in every aspect, will not be accepted.

### Changes and Addenda

Each change or addendum issued in relation to this bid will be on file in the Purchasing Division. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents.

It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all bidders shall be bound by such changes or addenda.

### Method of Payment

Payment shall be made from supplier's invoice submitted to cover items received and accepted during the billing period. Invoices must contain the purchase order number under which the contract is awarded.

Partial payments are not authorized on individual written purchase orders issued for this procurement. Payment will be made upon final delivery and acceptance of all supplies ordered on each purchase order issued.

### Alternate Bids

Bidders are cautioned that any alternate bid, unless requested by the Purchasing Division, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for this bid, may be considered non-responsive, and at the opinion of the City, may result in rejection of the bid.

## Pricing

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amounts of the bid, the unit price bid will govern.

## Award

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City such as price, vendor location, availability of parts and other factors considered. The City reserves the right to accept or reject any or all bids, in part or whole and to waive informalities and minor irregularities in bids received. Unless otherwise specified in the bid document, the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the bid document clearly indicating Bidder's intent.

## Quantities

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

## Insurance

The vendor shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the SAMPLE certificate attached. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. Workers=Compensation Insurance: The Vendor shall procure and maintain during the life of this contract, Workers=Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. The Vendor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an AOccurrence Basis@with limits of liability not less than \$1,000,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability with limits of liability not less than \$1,000,000; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

3. Motor Vehicle Liability. The Vendor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.@
5. Cancellation Notice. Workers=Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.@
6. If any of the above coverages expire during the term of the contract, the Vendor shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.

#### Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

**CITY OF ROCHESTER HILLS  
AUTO PARTS BID FORM**

THIS IS A CROSS SECTION OF SOME OF THE ITEMS ORDERED BY THE CITY OF ROCHESTER HILLS. THE QUOTED DISCOUNT **MUST** APPLY TO THE COMPLETE PRODUCT LINE. **PRODUCT LINE SHEET MUST ACCOMPANY BIDS.** PLEASE SPECIFY THE PRODUCT LINE BEING OFFERED.

	APPROVED ALTERNATE MAKE/PART #	NET PRICE
<b>PART "A" – Wix Products</b>		
The complete product line discounted at	_____ %	
Wix air filter #46350 (or)	_____	\$ _____
WIX air filter #42919 (or)	_____	\$ _____
Wix air filter #42920 (or)	_____	\$ _____
Wix air filter #51616 (or)	_____	\$ _____
Wix hydraulic filter #51730 (or)	_____	\$ _____
Wix hydraulic filter #51495 (or)	_____	\$ _____
Wix fuel filter #33217 (or)	_____	\$ _____
<b>Subtotal Part "A"- Wix Products</b>		<b>\$ _____</b>
 <b>PART "B" – Racor Products</b>		
The complete product line discounted at	_____ %	
Racor filter R90-P (or)	_____	\$ _____
Racor filter S3226T (or)	_____	\$ _____
<b>Subtotal Part "B"- Racor Products</b>		<b>\$ _____</b>
 <b>PART "C" – Bendix Products</b>		
The complete product line discounted at	_____ %	
Bendix AD-9 air dryer cartridge (new) K107794S (or)	_____	\$ _____
Bendix AD-4 air dryer cartridge (new) K104358X (or)	_____	\$ _____
<b>Subtotal Part "C" – Bendix Products</b>		<b>\$ _____</b>

	APPROVED ALTERNATE MAKE/PART #	NET PRICE
PART "D" – Weatherhead Products		
The complete product line discounted at	_____ %	
Weatherhead #12U-516 Hydraulic fitting (or)	_____	\$ _____
Weatherhead #16U-616 Hydraulic fitting (or)	_____	\$ _____
Weatherhead #08U-J08 Hydraulic fitting (or)	_____	\$ _____
Weatherhead #12U-J12 Hydraulic fitting (or)	_____	\$ _____
Weatherhead #H24508 ½" Hydraulic hose (ft) or	_____	\$ _____
Weatherhead #H24516 1" Hydraulic hose (ft) or	_____	\$ _____
<b>Subtotal Part "D"- Weatherhead Products</b>		<b>\$ _____</b>
PART "E" – SafeWay Products		
The complete product line discounted at	_____ %	
S40-4 SafeWay hydraulic coupler (or)	_____	\$ _____
FF49-4 SafeWay hydraulic coupler (or)	_____	\$ _____
<b>Subtotal Part "E"- Safeway Products</b>		<b>\$ _____</b>
PART "F" – Midland Products		
The complete product line discounted at	_____ %	
D2A Midland air brake governor (new) (or)	_____	\$ _____
BE22020 Midland junction box (or)	_____	\$ _____
<b>Subtotal Part "F" – Midland Products</b>		<b>\$ _____</b>
PART "G" – Dypro Products		
The complete product line discounted at	_____ %	
3030 Dypro brake chamber (or)	_____	\$ _____
<b>Subtotal Part "G" – Dypro Products</b>		<b>\$ _____</b>

	APPROVED ALTERNATE MAKE/PART #	NET PRICE
PART "H" – Gunite Products		
The complete product line discounted at	_____ %	
AS1140 Gunite slack adjuster (or)	_____	\$ _____
<b>Subtotal Part "H" – Gunite Products</b>		<b>\$ _____</b>
PART "I" – Spicer Products		
The complete product line discounted at	_____ %	
S-279X Spicer U-joint (or)	_____	\$ _____
<b>Subtotal Part "I" – Spicer Products</b>		<b>\$ _____</b>
PART "J" – Stemco Products		
The complete product line discounted at	_____ %	
340-4046 Stemco hub cap (or)	_____	\$ _____
359-5912 Stemco hub cap window (or)	_____	\$ _____
<b>Subtotal Part "J" – Stemco Products</b>		<b>\$ _____</b>
PART "K" – Zero Start Products		
The complete product line discounted at	_____ %	
860-0015 Zero-Start block heater for L10 Cummins (or)	_____	\$ _____
<b>Subtotal Part "K" – Zero Start Products</b>		<b>\$ _____</b>

	APPROVED ALTERNATE MAKE/PART #	PRODUCT LINE DISCOUNT	NET PRICE
PART "L" – Miscellaneous Products			
4" 90 deg. exhaust elbow (or)	_____	\$ _____	\$ _____
5" U-bolt exhaust clamp (or)	_____	\$ _____	\$ _____
4" U-bolt exhaust clamp (or)	_____	\$ _____	\$ _____
4" Exhaust band clamp (or)	_____	\$ _____	\$ _____
4" OD S/S exhaust flex tube (ft) (or)	_____	\$ _____	\$ _____
24x30 mud flap (or)	_____	\$ _____	\$ _____
24x36 mud flap (or)	_____	\$ _____	\$ _____
12-volt Auxiliary defroster fan (or)	_____	\$ _____	\$ _____
<b>Subtotal Part "L" – Miscellaneous Products</b>			\$ _____

% Discount off list

Cummins parts \_\_\_\_\_  
 Detroit diesel parts \_\_\_\_\_

What is the time frame for delivery of order parts (hours)? \_\_\_\_\_

Is there a standard delivery charge?      YES    NO

If yes, what is the charge? \_\_\_\_\_

Is there a minimum order for delivery?      YES    NO

If yes, what is the minimum order required? \_\_\_\_\_

Please provide the approximate miles from vendor location to the City of Rochester Hills DPS Garage: \_\_\_\_\_

**AUTO PARTS BID FORM**

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

REPRESENTATIVE'S TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

TERMS: (Discounts offered will be taken) \_\_\_\_\_

- Note:
1. Written bids should be submitted in accordance with instructions contained herein on the Notice of Intent to Accept Bids.
  2. Any exceptions, substitutions, deviations, etc. from the City specifications must be stated below along with reason for same.

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