

The purpose and intent of this public bid is to secure for the needs of the County of Union a vendor to provide **Collision Repair Services** for all passenger vehicles, vans, trucks and equipment covered in New Jersey Motor Vehicle weight class #1, 2, 3, **up to and including** 10,000 pounds G.V.W. as per the following conditions and specifications for a period of twenty four consecutive months with the provision for a twenty-four month extension. Although the preceding mandatory boilerplate mentions the use of subcontractors, the successful bidders will be wholly responsible to complete any assigned work under the awarded contract and the use of subcontractors will not be permitted.

## GENERAL CONDITIONS & SPECIFICATIONS

### I. CONTRACT PERIOD

The Contract will be in effect for twenty-four consecutive months commencing the date of the signing of the Contract. Any services ordered or made within thirty (30) days after the Contract will be at the unit prices specified in the bid by the vendor, unless said vendor indicates, in writing, thirty (30) days prior to Contract Expiration, that it will not be bound by such unit prices.

### II. METHOD OF AWARD

Contract will be awarded on the basis of the lowest estimated Grand Total derived by the formula outlined in Section VII.

### III. SCOPE OF WORK

Bid price will cover all collision repairs to vehicles Automobiles, SUV'S & Light Trucks up to 10,000 G.V.W.. Repairs will include, but not be limited to, Complete Vehicle Collision Repairs, Under Carriage and Frame straightening. Computerized 4 wheel, Wheel Alignment on RWD, FWD, AWD and 4-WD vehicles. Replacement of all needed mechanical parts to complete repair, vehicle must be returned "Road Ready" Any Sublet's to OEM Dealers, Specialty Repair Facilities including Aftermarket Accessories i.e.: side steps, push bars, winches, and lighting are the responsibility of the winning bidder to identify, procure and include accurately in the estimate. This includes all Law Enforcement vehicles. Vehicle will not be accepted as complete if any parts, OE or aftermarket are missing or "on order" to be installed at a later date. Upon completion, vehicles are to be delivered with a manufactures matching paint finish. In all aspects of refinishing, from preparation work to paint composition and finally the appropriate finishing process.

### IV. RATES & PARTS COSTS

- A. Hourly Rates for Labor. The prospective bidder(s) will utilize the labor units as shown on the most current edition of the WEB BASED AutoExplore estimating system. This will include up to date parts cost and digital imaging for more comprehensive final estimates.
- B. Cost of Replacement Parts. The County estimates spending \$200,000 on replacement parts (excluding markdown) as part of the service work throughout the term of the contract. All materials shall be invoiced at list price minus a percentage (%) Mark-Down. No Mark-Down lower than 25% will be accepted. Manufacturer's suggested list prices are set forth in the AutoExplore WEB BASED Estimating System or OE Manufacturer's prices where applicable. This contingency figure of \$200,000 will in no way, shape, or form be construed as a guarantee. The County will maintain the right to purchase parts under other contracts and supply those parts to the vendor.

List pricing page references should be marked for each invoice to the County to facilitate the review of their accuracy. Calculate percentage of Mark-Down charges of list prices of original manufacturer's equipment replacement parts by multiplying \$200,000.00 by your standard Mark-Down %, subtract that product from \$200,000 and put that sum on the appropriate line of the bid form page.  
e.g. \$1,000 x 1% = \$10. Subtracting that from \$1,000 would give you a sum of \$990

- C. All replacement crash parts, i.e.: sheet metal, and lamps must be NEW and of ORIGINAL MANUFACTURES EQUIPMENT for safety, fit, function and quality. Aftermarket or import sheet metal and lamps are unacceptable under this contract. Mechanical hard parts MUST be NEW and Approved by Motor Vehicles for Quality and Cost. The County reserves the final right to specify brand or to supply them with no penalties.

#### V. TOWING AND STORAGE

The successful bidder will not necessarily be responsible for the removal of the disabled vehicle from the scene of the accident; however, the pick-up, towing and storage of the disable vehicles awaiting repairs will be the responsibility of the successful bidder. There shall be No Charge to The County for storage at any time. The storage lot MUST be secured, fenced in with locking gate, proper lighting and camera surveillance that is protected at all times.

#### VI. SPECIAL NOTE – As Per NJ-MVC Business Division The following will apply to this bid.

### **Full service requirements**

The facility must be suitable to conduct all operations and have municipal and state licenses, permits and registrations, including:

- Federal Tax ID number
- New Jersey Sales Tax number
- Hazardous waste disposal systems
- Stack permits and any other applicable license, permits and registrations (where applicable)
- Maintain insurance coverage for damage to property and for liability arising from bodily injury. This includes but is not limited to:
  - Garage keepers liability insurance
  - Workers' compensation insurance
  - Fire insurance
  - Any other coverage required by MVC
- Have and maintain an auto body repair facility reference source that is computerized “AutoExplore” for estimating the cost of repairs in a timely manner.
- Equipment to safely raise and support vehicles for inspection during repair.
- A metal inert gas welder / structural spot welding system
- For all spray painting:
  - An enclosed area for refinishing which complies with all applicable safety, fire, environmental and other regulations
  - The means to supply fresh air to workers within the spray area
  - A filtration method to reduce particles from the air exhausted from the spray area with standards established by the state or federal government
- Necessary equipment to perform structural repairs, four-wheel alignment, vehicle air conditioner servicing and mechanical repairs

- Provide evidence that at least one employee or 10% (whichever is greater) of employees have completed a recognized auto body repair related training course during the year immediately preceding the application for an initial renewal of license
- A. The successful bidder's body shop will be fully equipped with all computerized paint and color matching capabilities including in-house paint mixing and color retrieval. Clear Coats, paint and materials must be of high grade with proper UV protection for long lasting durability.
  - B. Computerized laser alignment and full rack drive on frame machine for frame straightening and panel replacement.
  - C. The winning bidder must be able to supply and expertly match all custom graphics, lettering and logos currently in use on all serviced vehicles. At no time shall the vendor redesign or change lettering, font, tint or color of any graphic, stripe or logo. Failure to accomplish this will give the County the right to revert to original vendor for product and service.
  - D. In the event of repairs involving Law Enforcement Vehicles, the winning bidder must use OEM replacement parts and equipment where necessary and OEM approved accessories such as lights, sockets, connectors, wiring, and external accessories that were supplied by the OEM manufacturer as part of the finished and delivered vehicle. The winning bidder must also be capable of replacing police accessories, emergency lighting and wiring damaged from the accident. **NO EXCEPTIONS**
  - E. The County's Motor Vehicles or using Law Enforcement Department may at any time during the repair inspect the vehicle and repair progress for compliance.
  - F. The winning bidder must adhere to all modern manufactures methods of panel replacement and bonding. As well as using an OEM approved structural spot welder and mig welder for panel and all locals. The structural integrity must be returned to OEM specifications and strength.
  - G. The County will, prior to awarding the bids inspect the vendor's shops to determine if the successful bidder has met all requirements as outlined in the bid. When bidding please include any owned or partnered multiple locations where repairs may take place.

**The County operates a fleet of 500 + vehicles ranging from subcompact to full size, and trucks ranging for ¼ ton compact to 1 ton full size. This bid covers vehicles up to 8,600 LB. GVRW. Vehicles are manufactured by: Chrysler, Ford, General Motors, Jeep, Honda, Nissan, Toyota and Volkswagen. This bid will encompass all these makes and models.**

ESTIMATE OF WORK HOURS

TO ASSIST BIDDERS IN PREPARING PROPOSALS, THE FOLLOWING HISTORICAL DATA IS PROVIDED AS TO THE AMOUNT OF WORK HOURS SUPPLIED BY / REQUIRED OF PREVIOUS VENDORS:

2016-2017-2018---2,000 HOURS-12 months  
First 24 months of Contract: 4,000 HOURS (ESTIMATED)

THE COUNTY DOES NOT AND WILL NOT WARRANT OR GUARANTEE THE AMOUNT OF WORK HOURS TO BE SUPPLIED / REQUIRED IN ANY GIVEN DAY, WEEK, MONTH OR YEAR OR IN THE AGGREGATE PURSUANT TO ANY CONTRACTUAL AGREEMENT AWARDED UNDER THESE BID SPECIFICATIONS. NOTHING CONTAINED IN ANY OF THE BID DOCUMENTS SHALL BE CONSTRUED TO GUARANTEE OR WARRANT ANY AMOUNT OF WORK HOURS. THE WORK HOURS SET FORTH HEREIN CONSTITUTE EITHER HISTORIC INFORMATION OR ESTIMATES OF FUTURE NEEDS AND MAY NOT BE INDICITIVE OF THE ACTUAL WORK HOURS TO BE EXPERIENCED IN THE FUTURE.

NOTHING HEREIN SHALL ENTITLE THE SUCCESSFUL BIDDER TO ANY CLAIM TO AN HOURLY PRICE INCREASE FOR LOST PROFITS OR FOR ANY OTHER COMPENSATION WHATSOEVER IN THE EVENT THAT THE ACTUAL WORK HOURS SUPPLIED/ REQUIRED UNDER THIS AGREEMENT ARE MORE OR LESS THAN HISTORICAL WORK HOURS OR ANY PROJECTION OF FUTURE WORK HOURS THAT MAY BE CONTAINED HEREIN.

THE BASIS OF AWARD: TOTAL BID PRICE WILL BE DETERMINED BY USE OF THE FOLLOWING FORMULA:

$$\begin{array}{ccccccc}
 (\$ \underline{\hspace{2cm}} & \times & (4,000) & + & \$ \underline{\hspace{2cm}} & = & \$ \underline{\hspace{2cm}} \\
 \text{Rate per Hour -Regular Time} & & \text{Estimate} & & \text{Replacement} & & \text{Total Bid Price} \\
 \text{Monday to Friday} & & \text{of Hours} & & \text{Parts Total (See IV)} & & \text{(Not to Exceed)} \\
 & & \text{24 mos.} & & & & 
 \end{array}$$

VII. OPEN END CONTRACT

Please note that the ensuing contract is intended to be an Open End Contract as allowed under N.J.A.C. 5:30 et seq. and, in accordance with the rules, the minimum number set on the bid will be zero (0) hours and the maximum will be 4,000 hours.

VIII. PAYMENT TO VENDOR

Payment to Vendor is to be made within sixty (60) days after the receipt of Vendor’s invoice and a signed County voucher attesting to the delivery of the goods and services by some officer or duly designated employee of the using County entity and after approval of the appropriate Department head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using County entity.

The vendor will not provide any goods and/or services without a valid and current purchase order from the County unit

## IX. CONTACT INFORMATION

Any question regarding the specifications can call Christopher Meehan, Division of Motor Vehicles at 908-659-7470.



**BID FORM  
(PAGE 2 OF 2)**

THE PERIOD OF THE CONTRACT SHALL BE FOR TWENTY-FOUR MONTHS WITH PROVISION FOR (1)TWENTY-FOUR EXTENSION SUBJECT TO THE FOLLOWING LIMITATIONS: THE EXTENSION CONTRACT SHALL BE AWARDED BY RESOLUTION OF THE GOVERNING BODY (WITHIN 60 DAYS PRIOR TO THE EXPIRATION DATE) UPON A FINDING BY THE GOVERNING BODY THAT THE SERVICES ARE BEING PERFORMED IN AN EFFECTIVE AND EFFICIENT MANNER.

NJSA 40A: 11-15 PROVIDES THAT ANY PRICE CHANGES PURSUANT TO EXTENSIONS OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE BASED UPON THE PRICE OF THE ORIGINAL AGREEMENT AS CUMULATIVELY ADJUSTED PURSUANT TO ANY PREVIOUS ADJUSTMENT OR EXTENSION AND SHALL NOT EXCEED THE CHANGE IN THE INDEX RATE FOR THE TWELVE (12) MONTHS PRECEDING THE MOST RECENT QUARTERLY CALCULATION AVAILABLE AT THE TIME THIS AGREEMENT IS RENEWED. THE INDEX RATE IS PROMULGATED BI-ANNUALLY BY THE STATE OF NEW JERSEY, DIVISION OF LOCAL GOVERNMENT SERVICES AND IS BASED ON THE ANNUAL PERCENT INCREASE IN THE IMPLICIT PRICE DEFLECTOR FOR STATE AND LOCAL GOVERNMENT SERVICES, COMPUTED QUARTERLY BY THE US DEPT. OF COMMERCE, BUREAU OF ECONOMIC ANALYSIS.

ANY EXTENSION OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE SUBJECT TO THE AVAILABILITY AND APPROPRIATION ANNUALLY OF SUFFICIENT FUNDS BY THE COUNTY OF UNION PURSUANT TO NJSA 40A: 11-15.

**NAME OF BIDDER:** \_\_\_\_\_

**EXTENSION FORM FOR UNION COUNTY  
COOPERATIVE CONTRACT PURCHASING SYSTEM**

ACCOMMODATION OF LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF UNION:

[  ] **CHECK HERE** IF WILLING TO PROVIDE THE GOODS AND SERVICES HEREIN BID UPON TO LOCAL GOVERNMENTAL CONTRACTING UNITS LOCATED WITHIN THE COUNTY OF UNION, UNION COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM # **CK-06-UNION** WITHOUT SUBSTITUTION OR DEVIATION FROM SPECIFICATIONS, SIZE FEATURES, QUALITY, PRICE OR AVAILABILITY AS HEREIN SET FORTH. IT IS UNDERSTOOD THAT ORDERS WILL BE PLACED DIRECTLY BY THE CONTRACTING UNITS, SUBJECT TO THE OVERALL TERMS OF THE CONTRACT TO BE AWARDED BY THE COUNTY OF UNION, AND THAT NO ADDITIONAL SERVICE OR DELIVERY CHARGES WILL BE ALLOWED EXCEPT AS PERMITTED BY THESE SPECIFICATIONS.

[  ] **CHECK HERE** IF **NOT** WILLING TO EXTEND PRICES TO CONTRACTING UNITS LOCATED IN THE COUNTY OF UNION. THIS WILL NOT AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE COUNTY OF UNION.

IF THE LOWEST RESPONSIBLE BIDDER DOES NOT EXTEND HIS PRICES TO THE REGISTERED MEMBERS, THE CONTRACT FOR THE STATED NEEDS OF UNION COUNTY WILL BE AWARDED TO SAID LOWEST RESPONSIBLE BIDDER AND SPECIFICALLY NOT MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY.

\_\_\_\_\_  
**Initial**

**NAME OF BIDDER** \_\_\_\_\_



**EXPERTISE STATEMENT**

The vendor will be licensed by the State of New Jersey to operate a body shop. Attach copies of all applicable licenses to this form.

**NAME OF BIDDER:** \_\_\_\_\_

## **EXPERIENCE STATEMENT**

The vendor will submit with their bid an experience statement naming a minimum of three (3) facilities with similar contracts for providing the services requested in this bid. Provide name and address of the facility, contract person and a phone number.

**NAME OF BIDDER:** \_\_\_\_\_