NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Yehuda Abraham, Purchasing Agent of the Township of Lakewood, County of Ocean and State of New Jersey will, on Tuesday March 21, 2017 at 10:00 am in the Township of Lakewood Municipal Building, 231 Third Street Room A, Lakewood, N.J., receive bids for the following:

2017 Vehicle Collision Repair

There are no Bid or Performance Bond requirements for this bid.

Bidders are required to comply with:

- 1) Affirmative Action Regulations requirements of <u>N.J.S.A. 10:5-31 et seq.</u> and <u>N.J.A.C.</u> 17:27;
- 2) P.L. 2004, c. 57 which amends and supplements the business registration provisions of N.J.S.A. 52:32-44.

Required bidder information can be found in the bid documents, which are available for review and pick-up Monday through Friday 9:30 a.m. to 4:45 p.m., excluding holidays, in the Office of Purchasing Any additional information may be obtained from the Office of Purchasing, by calling 732-364 2500 x5971.

By order of Kathryn Hutchinson, Township Clerk

VEHICLE COLLISION REPAIRS

INTENT

It is the intent of these specifications to solicit bids from qualified vendors to provide the Township of Lakewood (Township) with Vehicle Collision Repairs for a contract not to exceed two years. This contract will cover body/frame repair work, painting and mechanical repair due to collision as well as any body/frame repair work and painting the Township may deem necessary that was not caused by a collision. The award will be made to the Vendor who will best conform to all of the specifications expressed herein as a composite of price and service level.

This agreement shall not be assigned without the written consent of the Township which consent shall not be unreasonably withheld. Assignee shall promptly complete such documents as the Township shall require.

Telegraphic or electronic bids will not be considered. Bids may be withdrawn based on written request received from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request shall be signed by the bidder or proper corporate officers.

COMPLY

<u>YES</u> <u>NO</u>

A. SCOPE OF WORK

- a. It is expected that Vendors responding to this solicitation for bids will have facilities and expertise in this type of service to satisfactorily repair damages. All bidders must possess a current, valid license issued by the State of New Jersey, Motor Vehicle Commission, which permits Vendor to engage in automobile collision repair work. License must be valid during the full term of this contract and a copy shall be included with bid submission.
- b. Vendors should have a minimum of the most recent ten (10) years of current experience (since technology and materials are constantly changing) specifically, but not exclusively, with Police department Ford-brand cars. Vendor shall state which Police department(s) they service or have serviced within this time frame and provide references.
- c. Due to the public safety and welfare nature of the majority of the vehicles to be covered by this contract, Vendors shall be within five (5) miles of the Township for immediate service.

d. Vendors shall be available and on-call 24/7 for Police car towing.

- e. Any and all towing, pickup and delivery of Township vehicles shall be at no expense to the Township.
- f. Storage of cars for any necessary length of time until job completion will be at no expense to the Township.
- g. This contract covers vehicle body repair work, to include painting and mechanical repairs. Mechanical repairs not due to collision are specifically excluded from this contract. Vendors will endeavor to keep charges above the price on the purchase order to an absolute minimum; the number of completed jobs exceeding the purchase order amount should be less than one in ten, on average.
- h. All work will be done as expertly and expeditiously as possible. Materials, equipment, and installation shall comply with all current rules and regulations of all applicable Federal, State, County and Local Laws, Ordinances and Regulations.
- i. All replacement parts shall be the identical brand and model of the ones being replaced.
- j. Due to the nature of the cars that will be in need of repair, there shall be a maximum 5-working day turnaround time for said repairs unless otherwise agreed upon by the Township.
- k. All broken glass or other non-repairable parts are to be removed and replaced.
- 1. Only Cromax or equivalent paint shall be used to ensure longevity
- m. All colors are to be matched and paint finishes are not to show imperfections.
- n. All workmanship and paint will come with a lifetime guarantee and the contractor shall take full responsibility for faulty materials and/or workmanship and shall remedy all defects due thereto, and pay any damage or other expense resulting thereform, which shall appear within one (1) year.
- o. Any repair services or parts the contractor deems necessary beyond the original estimate must first be approved by the appropriate Department.
- p. Vendor shall have experience and be prepared to negotiate directly with the Township's insurance company and its representatives at no cost to the Township.
- q. No additional charges will be accepted for the proper disposal of any used fluids (i.e. motor oil, antifreeze, etc.)
- r. Compliance with all Federal, State, or local Department of Environmental Protection standards or regulations shall be the responsibility of the vendor.

s. Only CAPA (Certified Automotive Parts Association) certified after-market, second hand, or used parts (other than OEM) may be used if indicated on the estimate for repair of the vehicle, and prior approval is given from the appropriate Department.

B. INSPECTION

Inspection and acceptance of the repairs performed will be the responsibility of the affected Township department. If the services are not properly performed to the department's satisfaction, the vehicle will be returned to the Vendor for correction. All corrective repair work shall be done at the Vendor's expense.

C. ANTICIPATED WORK

The Township anticipates spending approximately \$150,000.00 throughout the two (2) year term of the Vehicle Collision Repairs contract. However, the Township does not guarantee any minimum amount of work and will pay only for the actual work authorized and completed.

D. CONTRACT PRICING

All hourly labor rates and discount percentages for parts must remain firm and not subject to any increases during the period of the contract and any extension thereto.

E. METHOD OF OPERATION

- a. All repair estimates must be written and provided at no charge. All quotations must list your current State of NJ license number, Township contract identification and vehicle description in order to be valid.
- b. Estimates, will include price of parts, labor costs and estimated repair completion time. The awarded Vendor may be required to travel to a Township location to assess a vehicle for an estimate at no charge to the Township.
- c. Parts pricing and number of hours required for job completion will be based on the most current "Mitchell Collision Estimating Guide" for automobile, truck, HD truck and commercial vehicles as updated and/or the most current "Motor Crash Estimation Guide" and/or "CCC1" as updated.
- d. Copy of vendors' bid proposal and price list must be available for agency inspection at the vendors' location at all times during the period of this contract.

F. BILLING PROCEDURE

For purposes of prompt payment, all vendors should adhere to the following procedure when submitting written quotations or invoices for payment.

a. All parts used in the repair should be listed and priced individually. If there is a discount for parts, this should also be listed as a separate item with the amount deducted from the total

invoice. Vendor should also reference the repair manual used for pricing the parts (e.g., Mitchell etc.). Vendor should describe the parts fully and completely.

- b. Labor should be listed as an individual cost and should include the rate per hour and the number of hours worked.
- c. All pricing shall be strictly in accordance with the Township contract that you have for this service no exceptions.
- d. All contractors should follow the above outline when billing the Township for any completed work. Invoices that only list a summary of the work performed and do not separate parts and labor will not be honored and may delay payments significantly.

G. TERMINATION OF CONTRACT AND TRANSITIONAL PERIOD

- a. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Township shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- b. In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or Township, the Vendor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the Township's request.

H. LABOR AND PARTS PRICING SCHEDULE

It will be understood that:

- a. Leaving the field blank indicates that the vendor is not bidding on this item, otherwise known as a "NO BID".
- b. Placing a zero (0) in the 1g field indicates that the vendor is offering a 0% discount.