

**City of Union City Request for Proposals from Individual Licensed
Mechanics or Firms to Maintain/Repair the Vehicles Used by
the City of Union City**

Introduction

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et seq., the City seeks Requests for Proposals (“RFP”) for proposals from qualified individuals or firms which are licensed mechanics to maintain and repair the City’s vehicles for five years. All candidates are required to comply with N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:1.1 et seq. (Affirmative Action).

The City of Union City hereafter referred to as the “City”, requires the maintenance services of qualified personnel, hereafter known as the “Contractor”, to ensure the maintenance/repair of City vehicles. The equipment to be maintained/repared consists of, but is not limited to: cars, trucks, motorcycles, police vehicles, ambulances. See attached list of vehicles.

All maintenance services described in the Scope-of-Services shall cover all existing vehicles during the term of this agreement, hereafter known as the Contract. As new vehicles are added in the City, they too shall be included in the scope of services, provided by the Contractor, at agreed contract pricing.

SCOPE OF SERVICES

PREVENTIVE MAINTENANCE

1. To ensure maximum fleet availability and dependability, Contractor will employ a rigorous preventive maintenance program. The preventive maintenance programs shall meet or exceed original equipment manufacturer’s recommendations. Contractor shall prepare a notification process that meets the City’s needs and schedule preventive maintenance work to minimize inconvenience to the users and maximize vehicle availability.

2. Contractor shall submit with the proposal a preventive maintenance checklist with the intervals that the preventive maintenance should be provided. The preventive maintenance shall be equal to or better than the manufacturer’s recommended maintenance.

3. All work on vehicles shall be performed between 7:00 a.m. and 4:00 p.m.

4. All manufacturer’s warranties shall be maintained by the contractor.

Contractor is liable for any employee or City tools, parts or materials. Contractor shall provide Contractor’s employees all OSHA training.

GENERAL REPAIRS

6. Contractor will perform all of the repairs to the City's fleet in response to breakdowns, to reports of trouble by vehicle user, or to identification of defects during the performance of preventive maintenance, and will plan and schedule all repair actions to assure minimal down time.

7. Repairs will be performed at the City's facility or at facilities within fifteen miles of the City of Union City. If there are repairs that can not be performed within the fifteen miles of the City of Union City then the Contractor shall seek written authorization from the City to make these repairs.

8. Contractor shall keep records of all maintenance and repairs of vehicles performed. All of those records shall be the property of the City of Union City and shall be available to the City at all times and returned to the City immediately upon termination of this contract.

9. Contractor shall make recommendations to the City concerning whether vehicles that require repairs should be repaired or replaced.

10. Police, ambulance and staff cars have priority on repair of vehicles.

11. Four technicians and a supervisor shall be assigned to the City of Union City for maintenance/repair of vehicles Monday through Friday. These persons must be working from 7:00 a.m. to 4:00 p.m. On Saturday, two technicians and a supervisor shall be assigned to Union City from 7:00 a.m. to 3:00 p.m.

12. Attached to this Request for Proposals is a list of all of the current Union City vehicles. Vehicles may be added or subtracted from this list during the contract term.

13. All persons assigned to work on City vehicles shall have their fingerprints taken and the fingerprinting results sent to the Union City Police Department for review. No one with a criminal record shall work on any police vehicles.

14. At this time, the contractor will not be providing towing services for Union City vehicles. Towing services are provided by licensees with the City of Union City and these licensees shall tow vehicles as needed to the City facility for repairs. However the City reserves the right to request that the Contractor provide towing services for City vehicles. Please provide pricing for providing towing services, if requested.

15. Designated City of Union City personnel shall have access to the computerized maintenance and repair records for City vehicles that are kept by the contractor.

16. For all repairs to vehicles which are estimated to exceed \$1,000.00, the Contractor shall provide the City with an estimate of the costs prior to repairs being done so that the City can decide whether it wants to proceed with the repair.

17. The City of Union City does not anticipate at this time that Contractor will provide any body work to vehicles.

18. The City of Union City may require emergency repairs for vehicles outside of the hours established in the Request for Proposal. Contractor shall provide sufficient personnel to be available if needed for these services. Please set forth the hourly rate for technicians and supervisors to provide these services as needed.

19. The successful vendor shall not assign, convey, transfer, sublet or otherwise dispose of the contract or any part and / or to any other person, company or corporation without the prior written consent of the Board of Commissioners of the City.

20. Property Damage: The Contractor shall be held responsible for all damages or injury done by those in their employ to City Property including but not limited to Buildings, Business Personal Property, Vehicles and Equipment. The Contractor shall restore or repair, at his own expense, in a manner satisfactory to the City, such property as was damaged by those in his employ during the execution of the project. In case of failure on the part of the Contractor to restore or repair such property in the manner satisfactory to the City, the City may, upon 48-hour notice to the Contractor, proceed to make such repairs or restore such property, that in his judgment has been injured or damaged by the Contractor or those in his employ, and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

21. In cases of snow emergencies, as determined by the Department of Public Works, the Contractor must provide technicians to be in Union City for standby for repairs that may be needed to emergency vehicles and equipment. The technicians will be on call for snow emergencies and will be re-called on confirmation of a snow storm.

INSURANCE REQUIREMENTS

21. The Contractor shall be required to carry full insurance including comprehensive general liability; product liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicle and equipment used by the Contractor in connection with the Contractor's operations under the Contract. Said insurance, by endorsement, shall fully protect the City of Union City from all liability.

22. Certificates naming the City of Union City as an additional named insured, and evidencing such insurance coverage, shall be filed with the City Clerk prior to the commencement of operations hereunder by the Contractor.

The following Certificates of Insurance must be furnished:

- (a) Worker's Compensation;
Part Two - Statutory;

- (b) Comprehensive General Liability:
 - (i) Minimum limits: \$1,000,000.00; Combined Single Limit Coverage to include: Premise
 - (ii) Operations;
 - (iii) Independent Contractors;
 - (iv) Product/Completed Operations;
 - (v) Contractual;
 - (vi) Personal Injury;
 - (vii) Broad Form Property Damage;
 - (viii) City of Union City as additional insured;
 - (ix) Garage Liability - \$5,000,000.00;
 - (x) Garage Keeper Legal Liability - \$500,000.00;
 - (xi) Business Personal Property; and
 - (xii) Employee Tools.

Comprehensive General Liability must be maintained for at least one year after completion of the contract.

The certificate of insurance shall designate the City of Union City as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the City Clerk will be provided with a written notification of cancellation. Said insurance must be paid for a minimum of six (6) months into the contract period at the time of the contract.

It is understood and agreed that the Contractor is an independent Contractor and not an employee of the City of Union City.

The Contractor agrees to indemnify and hold harmless the City of Union City, the Mayor and Board of Commissioners of the City of Union City, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and change of whatsoever kind of nature, including attorneys' fees to which the City of Union City maybe put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under this Contract, whether such operations, or in the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.

The Contractor shall hold the City of Union City harmless for damages to the Contractor's Equipment utilized during the term of this Contract.

Programs of self-insurance are not acceptable.

The bidder is directed to provide a copy of the insurance requirements to their insurance broker to determine that this requirement can be satisfied. A contract will not be awarded until proof of the aforementioned insurance requirements in a

form of an insurance certificate is submitted after the bid opening and before the award of the contract.

Attachment "A"

City Contacts

Jose Gutierrez

Department of Public Safety
City of Union City
Central Facility,
2700 Bergenline Avenue
Union City, New Jersey 07087

Business: (201) 348-5816
Business Fax: (201) 319-0362
Mobile: (201) 705-4808

Henry Munker

Department of Public Works
City of Union City
410 27th Street
Union City, New Jersey 07087

Business: (201) 348-5839
Business Fax: (201) 348-4667
Mobile: (201) 522-4290

24-Hour Police Desk (Emergency)
(201) 348-5790

Compliance with Public Contracting and Campaign Finance Laws

1. Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57).
2. The selection is subject to New Jersey's Pay to Play Law N.J.S.A. 19:44-20.4 *et seq.* and the local public contracts law N.J.S.A. 40A:11-1 *et seq.*

Professional Information and Qualifications

Copies of this standardized submission requirements and selection criteria are on file and available from the Office of the City Clerk. Each interested candidate shall submit the following information:

1. Name of firm or individual;
2. Address of principal place of business and all other offices and corresponding telephone and fax numbers. Please note the names and license numbers of mechanics who will be assigned to work within the City;
3. Description of candidate's education, experience, qualifications, number of years with the firm and a description of their experience with vehicle maintenance/repairs;
4. Description of candidate's experience related to the maintenance/repair of vehicles including police cars, ambulances and trucks;
5. At least four (4) references, three (3) of which must have knowledge of your service to public entities and familiarity with the candidate's experience of maintaining/repairing municipal vehicles;
6. The candidate's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
7. Cost details, including the hourly rates of each of the individuals who will perform the services and the time estimates for each individual, all expenses, and a total cost of "not to exceed" amount;
8. Any other information which the interested firm deems relevant; and
9. Statement of corporate ownership (c.52:25-24.2).

Selection Criteria

The selection criteria used in awarding a contract or agreement for these services as described herein shall include:

