

## 53. TECHNICAL SPECIFICATIONS

### A. General Scope of Work

The County of Cumberland, acting as Lead Agency on behalf of itself and for the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, is interested in entering into a single contract with a qualified vendor who is able to Provide Vehicle Repair Services for the County of Cumberland and is additionally interested in declaring the winning bidder for the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS.

This contract shall include the vehicles listed herein.

The County reserves the right to add or remove vehicles at any time during this contract.

The County shall not be subject to any vehicle storage charges.

**As certain vehicles listed herein have been purchased with Federal grants, and said grants require that those vehicles must be serviced by a business that performs random drug testing on its employees, the successful bidder (contractor) shall be required to perform random drug testing on their employees during the term of this contract. Bidders shall therefore indicate in the Bidders Data Sheet and Questionnaire if they perform random drug testing on their employees. Bidders indicating that they do not perform random drug testing on their employees shall have their bid rejected as non-responsive.**

Bidders shall indicate in the Bidders Data Sheet and Questionnaire if they are able to provide the services described herein to the vehicles listed herein and shall further identify the vehicles they are unable to service.

Bidders must have sufficient computer systems, software systems, diagnostic computer chips, and diagnostic hardware/software equipment in use at their place of business in order to evaluate and diagnose the vehicles.

Bidders shall identify in the Bidders Data Sheet and Questionnaire the computer systems, software systems, diagnostic computer chips, and diagnostic hardware/software equipment they currently have in use at their place of business and the vehicles they are able to evaluate and diagnose with said equipment.

The contractor shall be capable and qualified to provide routine repair services, including, but not limited to, transmission servicing and replacement, engine replacement, overhaul, and servicing, brake service, and electronic circuitry service, to the vehicles, as required by the County of Cumberland, and described herein.

Bidders shall provide on the bid document a per hour rate for in-shop repairs, performed at the vendor's place of business, for the vehicles listed herein.

Bidders shall also provide a percent (%) markup over or discount from their actual cost for any materials and parts provided in the performance of the contract.

The County estimates, for the purposes of this specification, the total, annual amount of service hours required for in shop repairs to be zero (0) to two hundred (200) hours.

The County estimates, for purposes of this specification, the total, annual amount of parts that it would purchase at vendor's actual cost to be zero dollars zero cents (\$0.00) to ten thousand dollars zero cents (\$10,000.00).

These estimates are provided as informational only and the County shall not be obligated to purchase any minimum or maximum number of in shop repair service hours and/or parts as herein described. This shall be an open ended contract and the contractor shall be paid for the number of hours and parts actually provided.

The contractor shall be asked to provide materials, parts, or other items required in the performance of the contract, and the bidders shall indicate on the Official Bid Document the percent (%) markup over or discount from their verifiable, actual cost for such materials, parts, or items. Upon request from the County, the contractor shall, within two (2) business days, produce an original invoice indicating actual vendor cost for any item in question so that County representatives may determine that the percent (%) markup or discount listed in the Bid Document is being applied. Failure to produce the appropriate original invoices within the aforementioned time period, and/or failure to apply the percent (%) markup or discount listed in the Bid Document, and/or application of a larger percent (%) markup or smaller discount than that listed in the Bid Document, may be cause for the County to cancel this contract.

**Bidders are hereby advised that the County will not accept a percent (%) markup over, or discount from, any published price lists, including but not limited to, published manufacturers list prices, published manufacturers discount prices, etc. The County will only accept a percent (%) markup over, or discount from, the contractor's actual cost of materials and parts. Bidders indicating that their markup or discount is for anything other than their actual costs for parts and materials shall have their bids rejected as non-responsive.**

The County reserves the right to purchase and provide any materials, parts, or other items required in the performance of the services described herein, if the price is lower than that offered by the contractor, from New Jersey State Contract vendors, or from any source that it deems prudent and effective.

All prices are to be firm and unchanged without any increase for the entire contract period.

**When requested by the Department Head or their designee, the contractor shall be required, at no additional charge to the County, to pick up the vehicle to be serviced at the requesting Department's location and to return the vehicle to the requesting Department's location once the repairs have been completed.**

**The exterior of all vehicles shall be thoroughly washed before being returned to each Department, at no additional charge to the County.**

**There shall be no delivery of parts to any County Department required for this contract.**

**No towing services shall be required for this contract.**

**B. County Vehicles to be Serviced**

Vehicles to be serviced pursuant to this contract shall include but not be limited to the following:

<b><u>Make</u></b>	<b><u>Model</u></b>	<b><u>Year</u></b>	<b><u>Quantity</u></b>
Acura	3.2TL	2003	2
Buick	Century	2003	1
Dodge	Caravan	1996	1
Dodge	Caravan	2000	2
Dodge	Caravan	2005	2
Dodge	Caravan	2007	1
Dodge	BR3500	2001	1
Dodge	Dakota	2008	1
Dodge	Durango	2004	1
Dodge	Durango	2005	3
Dodge	Durango	2006	4
Dodge	Durango	2007	3
Dodge	Charger	2007	3
Dodge	Magnum	2007	2
Dodge	Stratus	2004	2
Dodge	D-1500	1996	1
Dodge	Ram Pickup	2005	1
Dodge	Dump Truck	2000	4
Dodge	Pickup	1996	1
Dodge	Ram Pickup	1995	1
Dodge	Ram Van 2500	2000	1
Ford	Crown Victoria	1998	1
Ford	Crown Victoria	2010	3
Ford	Crown Victoria	2009	1
Ford	Crown Victoria	2008	2
Ford	Crown Victoria	2006	7
Ford	Crown Victoria	2005	3
Ford	Crown Victoria	2004	5
Ford	Crown Victoria	2003	4
Ford	Crown Victoria	2001	3
Ford	Crown Victoria	2000	2
Ford	Econoline	2002	6
Ford	Econoline Van	2003	3
Ford	Econoline Van	1999	1
Ford	Windstar	2001	1
Ford	Van E Series	2008	2
Ford	F-150	2000	2

Ford	F-250	1997	2
Ford	F-250	1999	4
Ford	F-250	2003	6
Ford	F-250	2005	3
Ford	F-250 Utility	2006	1
Ford	F-250	2008	4
Ford	F-350 Van	2004	2
Ford	F-350 Van	2006	2
Ford	F-350	1990	1
Ford	F-450	2007	1
Ford	F-450 Bucket	1999	1
Ford	F-450 Dump	2003	2
Ford	F-450 Dump	2004	1
Ford	F-450 Dump	2005	2
Ford	F-800 Truck	1996	1
Ford	Bus	1995	1
Ford	E-450 Minibus	2002	1
Ford	E-450 Minibus	2003	5
Ford	E-450 Minibus	2004	3
Ford	E-450 Minibus	2009	4
Ford	E-450 Minibus	2008	1
Ford	E-450 Minibus	2007	7
Ford	E-450 Minibus	2006	6
Ford	E-450 Minibus	2001	2
Ford	E-450 Minibus	2000	4
Ford	E-450 Minibus	1999	1
Ford	E-350 Minibus	2001	1
Ford	E-350 Minibus	1999	3
Ford	E-350 Minibus	1998	1
Ford	Focus Wagon	2005	1
Ford	Taurus Wagon	2000	1
Ford	Taurus Wagon	2002	2
Ford	Escort Wagon	1999	1
GMC	2500 4x4	1998	1
GMC	W7 Truck	1992	1
Chevrolet	Caprice	2010	1
Chevrolet	Capri	1995	1
Chevrolet	Impala	2006	12
Chevrolet	Impala	2007	7
Chevrolet	Malibu	2001	2
Chevrolet	Blazer	2003	1
Chevrolet	K2500	1995	2
Chevrolet	Pickup	1990	1
Chevrolet	Pickup	1998	1
Chevrolet	Pickup	2005	1
Chevrolet	Pickup	2009	1
Chevrolet	Kodiak Truck	1994	1
Chevrolet	2500 4x4	2002	3
Honda	Accord	1997	1

Honda	Accord	1999	1
Jeep	Cherokee	1999	1
Jeep	Grand Cherokee	2007	1
Jeep	Liberty	2003	1
Jeep	Liberty	2006	1
Jeep	Liberty	2007	3
Jeep	Liberty	2008	1
Jeep	Laredo	2010	1
Mitsubishi	Galant	2000	1
Nissan	Altima	2002	1
Starcraft	Minibus	2006	1
Toyota	4-Runner	1996	1
Toyota	4-Runner	2001	1

The County reserves the right to add or remove vehicles at any time during this contract.

**C. Reservations**

The County of Cumberland reserves the right to reject any and all bids as allowable by law. The County reserves the right to investigate the bidder's ability and to satisfy itself that the bidder will be able to fulfill these specifications and any future service requirements.

The County reserves the right to inspect, prior to a contract award, a potential contractor's place of business, in order to satisfy itself that the facilities and equipment are adequate for such repairs as herein described, and also in terms of suitable, current, diagnostic and repair equipment necessary for the diagnosis, repair, and adjustment of the vehicle systems to meet Federal Standards for air quality and safety, and to satisfy itself as to the potential contractor's general ability to adequately provide the repairs and services described herein.

**D. Safety**

All services and parts provided by the contractor shall meet all applicable State of New Jersey and Federal Standards and Regulations.

**E. Award of Contract**

The contract will be awarded to the responsible bidder offering the County the lowest cost for Providing Vehicle Repairs Services as per this specification.

The County shall also declare as winning bidder the responsible bidder offering the County the lowest cost for Providing Vehicle Repairs Services as per this specification.

The bidder's response to the proposals questionnaire and their procedures must also be acceptable to the County.

All pages of this bid specification, stating contract terms and conditions, shall become, along with the standard Cumberland County contract, the agreement between the parties.

## **F. Termination**

Either party may terminate this agreement at any time by providing thirty (30) calendar days written notice, sent by certified mail with return receipt, to the other party, indicating its intention to terminate the agreement.

In the event of termination, and if desired by the County, it shall be incumbent upon the contractor to complete as per this specification, all repair services to County vehicles which may be in the contractor's shop when notice of termination is received. The contractor shall be entitled to reimbursement for any services, as per the original agreement, to be completed and approved by the County which occur after such notice of termination.

The County of Cumberland shall notify New Jersey Transit in the event of contract termination or cancellation.

## **G. Required Services**

All arrangements for repair services as herein described shall be made by the County Department Head or their designee.

**When requested by the Department Head or their designee, the contractor shall be required, at no additional charge to the County, to pick up the vehicle to be serviced at the requesting Department's location and to return the vehicle to the requesting Department's location once the repairs have been completed.**

**The exterior of all vehicles shall be thoroughly washed before being returned to each Department, at no additional charge to the County.**

Bidder/contractor agrees that all work as herein described shall be professionally diagnosed and that all repairs, services, and adjustments, shall be performed by competent mechanics, experienced and qualified to work on the vehicles described herein, and that all work will be performed without unnecessary delays.

All parts supplied by the contractor as may be required by the services herein described, shall be warranted to be free from any and all defects for a period of one (1) year from the date of installation. All maintenance and repair services provided by the contractor as required, performed, and herein specified, shall also be warranted for a period of one (1) year from the date of providing such service.

All parts and maintenance repair services provided by the contractor for this contract which fail and/or do not provide the remedy for the original complaint and problem for the one (1) year warranty period as described herein, shall be the responsibility of the contractor, financially and otherwise, to correct, and at no cost to the County.

Bidders must be able pick up vehicles from the County departments and to receive vehicles at their business location during normal County of Cumberland business hours,

8:30 AM to 4:30 PM, Monday through Friday, or by arrangements made with the Department Head or their designee.

All repairs as described herein shall be commenced within twenty-four (24) hours from the time of vehicle delivery, excluding weekends and holidays, unless other arrangements are made with the Department Head or their designee.

All repairs as described herein shall be completed within fifteen (15) calendar days from the delivery date of vehicle, unless other arrangements are made with the Department Head or their designee.

The contractor shall assume full responsibility for, and shall indemnify the County for any and all loss or damage of whatever kind or nature, to any and all vehicles and property while in their custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from any negligence on the part of the contractor, his employees, any agent, or representative of the contractor.

Bidders must be qualified, as stated herein, to perform vehicle repair services, including but not limited to, the following maintenance and repair services which will be required as per this specification:

- a. Engine tune-up.
- b. In frame engine overhaul.
- c. Out of frame engine overhaul.
- d. Transmission rebuild, repair, swing.
- e. Electrical troubleshooting.
- f. Major component replacement (rear, fuel tanks, front axles, etc.).
- g. Routine Repair Services.
- h. Brake Services.

## **H. Parts**

All parts supplied by the contractor and used in the repair of equipment shall be new and conform to the original equipment manufacturer's specifications, unless otherwise approved by the Department Head or their designee. Rebuilt assemblies may be used in the repair of the equipment with prior approval of the Department Head or their designee when such use is standard industry practice and the rebuilt assembly or subassembly carries the same warranty as a new assembly or subassembly.

Any part removed is County property and must be returned to the County unless the replacement part price is predicated upon an exchange with the part to be replaced or unless the Department Head or their designee informs the contractor that the part need not be returned.

The contractor shall be asked to provide materials, parts, or other items required in the performance of the contract, and the bidders shall indicate on the Official Bid Document the percent (%) markup over or discount from their verifiable, actual cost for such materials, parts, or items. Upon request from the County, the contractor shall, within two (2) business days, produce an original invoice indicating actual vendor cost for any item in question so that County representatives may determine that the percent (%) markup or

discount listed in the Bid Document is being applied. Failure to produce the appropriate original invoices within the aforementioned time period, and/or failure to apply the percent (%) markup or discount listed in the Bid Document, and/or application of a larger percent (%) markup or lesser discount than listed in the Bid Document, may be cause for the County to cancel this contract.

**Because of the unverifiable nature of provision of shop supplies/miscellaneous materials for repair services contracts, the County shall pay no more than Ten Dollars Zero Cents (\$10.00) per vehicle per visit for such shop supplies/miscellaneous materials, including but not limited to, lubricants, grease, fluids, nuts, bolts, rags, cleaners, accelerants, etc.**

If the contractor must manufacture or fabricate parts, the net cost of these parts shall be determined by negotiations between the Department Head or their designee, and the contractor, prior to such manufacturing and/or fabrication is commenced.

The County reserves the right to furnish, without cost to the contractor, any repair parts, accessories, or supplies required in the repair of the vehicles described herein.

All parts provided and installed shall be guaranteed by the contractor for a period of one (1) year from the date of installation to be free from defect or such defective part(s) shall be removed and replaced at no cost to the County of Cumberland.

#### **I. Subcontractors**

The contractor may subcontract for services to be performed by the contractor with prior approval by the Department Head or their designee. Should the contractor subcontract any services pursuant to this contract, the subcontractor(s), like the contractor, shall be required to abide by all Federal Transit Administration regulations for services performed on Cumberland Area Transit vehicles.

#### **J. Contractor Records**

The contractor agrees to complete and maintain accurate, detailed records for all repairs and parts provided for this contract and shall make those records available for examination by authorized County representatives. The contractor shall maintain daily work records for work performed under this contract including a detailed description of the work performed, the parts replaced, parts or services provided by any subcontractors, the name of the employee(s) performing the repairs and services, the date and time the work was performed, the job number, odometer readings, the number of direct hours of work performed, and the signature(s) of the employee(s).

#### **K. Inspections**

Final inspection and acceptance shall be made by the Department Head or their designee at the time of pick up/delivery. Final inspection and acceptance does not preclude the right of the County and/or its representatives to inspect, at the contractor's facility, work in progress prior to final inspection and acceptance. Unsatisfactory results of any inspection will be reported in writing to the contractor.

**L. Product Failure**

All products shall conform to standard guarantee requirements with respect to safety, and the contractor, by his signature on the Bid Document, agrees to hold the County of Cumberland harmless in the event of product failure.

The contractor shall guarantee and warrant that all materials furnished, and all services performed under this contract shall be free from defects in materials and workmanship for a period of one (1) year from the date of installation, and/or performance of the service(s), and will conform to the requirements of this contract. The County shall give the contractor written notice of such defects and the contractor shall remedy all such defects at his own expense within one (1) workday after notification by the Department Head or their designee of any such defects.

**M. Contractor Deficiency**

Recognizing that the safety of the vehicles, its passengers, and the public, is the paramount concern at all times, whenever a contractor deficiency is detected and relates directly to vehicle safety such as repairs to the brakes, running gears, fuel systems, or throttle linkage, and such deficiencies have been reported to the Department Head, the contractor shall correct any such deficiencies at no cost to the County.

In addition, until the deficiency is resolved, the contractor may be instructed to cease work on all vehicles in his shop for repair under this contract that are having repairs performed which are of the same nature as the deficiency. Safety related deficiencies found in vehicles, and/or failure to correct such deficiencies or to otherwise comply with this clause may be cause for cancellation of the contract.

**N. Federal and State Requirements**

Contractors, and any subcontractors, shall conform with all applicable Federal and State of New Jersey laws governing maintenance work performed on the vehicles. This requirement shall also apply to legislation associated with the U.S. Department of Transportation Drug and Alcohol Testing of Employees.

As certain vehicles listed herein have been purchased with Federal grants, and said grants require that those vehicles must be serviced by a business that performs random drug testing on its employees, the successful bidder (contractor) shall be required to perform random drug testing on their employees during the term of this contract. Bidders shall therefore indicate in the Bidders Data Sheet and Questionnaire if they perform random drug testing on their employees. Bidders indicating that they do not perform random drug testing on their employees shall have their bid rejected as non-responsive.

**O. New Jersey Transits Code of Ethics Form**

The successful bidder (contractor) shall be required to execute New Jersey Transit's Code of Ethics form and return it with their contract (see Attachment A) and shall be further required to execute said form for each optional year of the contract, should the optional year(s) be exercised by the County.

**P. Reservations**

The County reserves the right to delete items or services from consideration for award if a similar item or service is available under New Jersey State Contract at an equal or lower price.

The County reserves the right to have County employees, if they are capable, and at any time, perform the repair services as herein described, and also to perform other routine maintenance services as may be required on these buses.

The County reserves the right to purchase items or services listed in this specification from other sources if an emergency exists and the contractor is not able to deliver the required item(s) or service(s) within the timeframe dictated by the emergency. The Department Head or their designee shall make the sole and final determination as to what constitutes an emergency and as to whether the emergency response time offered by the contractor is satisfactory.

The County reserves the right to add and/or delete vehicles at any time during the term of this contract.

**Q. Contractor Responsibility**

The contractor shall be held to have carefully examined the conditions that may be encountered in complete execution of all work.

The contractor shall be held to have examined these specifications and all other data or instructions pertaining to this work.

It shall be understood that by submitting a bid proposal, the bidder/contractor shall be bound by the terms and conditions required herein.

The contractor shall comply with all Federal, State and Municipal Laws and Ordinances, prepare all documents, give all notices, obtain all permits necessary for the work, pay all costs and fees for permits and inspections and obtain all certificates and approval as may be required for the work described herein.

All work and materials shall be in full accordance with the regulations of all entities having jurisdiction.

The contractor shall immediately inform the County of any work materials which violate any of the above laws and regulations and any work done by the contractor causing such violations shall be corrected by this contractor at his own expense.

Workers to be employed in the performance of this contract must possess the qualifications, training, licenses and permits as may be required to complete this work.

**R. Questions**

Questions concerning this bid invitation shall be directed in writing to the Cumberland County Purchasing Department; (856) 451-0967, facsimile.

**S. Cumberland County Cooperative Contract Purchasing System**

Bidders are hereby reminded that this bid is being solicited on behalf of the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1, that permits government entities within the geographic boundaries of a County, and at the discretion of the County, to utilize any contract made by the County, provided that the successful bidder to the County is awarded a contract and has elected to extend their prices to those government entities.

Bidders are hereby reminded that the decision to award the County contract for this bid will not be affected by a bidder's decision to extend, or not to extend, their prices to the government entities within the County.

Bidders are hereby reminded to check Yes or No on the Official Bid Sheet regarding whether they are willing to provide the item(s) herein bid upon to local government entities within the County of Cumberland, without substitution or deviation from specifications, features, quality, price, or availability, as herein set forth. Bidders are reminded that it shall be understood that orders will be placed subject to the overall terms and conditions of the contract to be awarded by the County of Cumberland, and that no other charges, including but not limited to, additional service or delivery charges, will be allowed except as permitted by the terms and conditions specified herein. Bidders are additionally reminded that it shall be understood that the decision to extend, or not to extend bid prices, will not adversely effect consideration of this bid with respect to the needs of the County of Cumberland and the consequent award of contract.

Failure by the bidder to indicate on the Official Bid Sheet whether or not they will extend their bid prices to local government entities shall be taken to mean that bid prices will not be extended.