



THE CORPORATION OF THE CITY OF SARNIA
Purchasing Department
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QUOTATION NO. 10-226

AUTO BODY REPAIR SERVICES

I N D E X

GENERAL CONDITIONS	Page 1
FORM OF QUOTATION (PRICE SCHEDULE)	Page 4
AUTHORIZATION	Page 4
BIDDER'S DECLARATION	Page 5
PRICE SCHEDULE	Page 6
BID EVALUATION PROCESS	Page 7

INSTRUCTIONS TO BIDDERS

- 1. Invitation to Bid**
The City of Sarnia invites bids from qualified vendors and contractors to provide the goods and/or services described or specified in the accompanying Request for Proposal, Quotation or Tender.
- 2. Standard Terms and Conditions**
Bidders are instructed to read the enclosed *STANDARD TERMS AND CONDITIONS* and to contact the Purchasing Office for clarification, if required.
- 3. Closing Date and Time/Location**
Bids shall be submitted on the prescribed forms by not later than the closing date and time to:

Purchasing Office for - Quotations and Proposals
City Clerk's Office for - Tenders and Engineering Contracts.
- 4. Bid Surety**
Be sure to enclose bid deposits when required.

QUOTATION NO. 10-226
AUTO BODY REPAIR SERVICES

1. **GENERAL DESCRIPTION**

Auto Body Repair companies are invited to submit quotations for the provision of **Auto Body Repair Services** on an as-required basis towards repairs and related work necessary for City vehicles.

2. **SUBMISSION AND CLOSING DATE**

This is a "**Sealed Quotation**". Quotations shall be submitted on the forms provided by the Corporation and sealed in an appropriate envelope, properly marked as to contents not later than the closing date and time to:

THE PURCHASING DEPARTMENT
The Corporation of the City of Sarnia
255 Christina Street North
PO Box 3018
Sarnia ON N7T 7N2

Quotations will be received until **3:00 p.m. local time, SEPTEMBER 21, 2010**

Note: It is the bidder's responsibility to ensure that the bid submission is received by the Purchasing Department prior to closing. The Corporation accepts NO responsibility for any delays in internal handling or processing which may arise for bids which are not personally delivered to the Purchasing Office. To reduce the risk, where the bid envelope is contained in some other form of wrapping or packaging (i.e. a courier envelope) bidders shall clearly mark the most external wrapping or packaging with the word "Quotation" so as to assist in identifying it for internal handling purposes. **Faxed or e-mailed Quotations/Proposals are NOT acceptable**

3. **RIGHT TO ACCEPT OR REJECT QUOTATIONS**

The Corporation reserves the right to reject any or all Quotations and to waive formalities as the interests of the Corporation may require without stating reasons. **Therefore, the lowest or any Quotation may not necessarily be accepted.**

4. **INFORMAL QUOTATION**

Quotations which are incomplete, conditional or obscure, or which contain erasures, alterations or irregularities of any kind, may be rejected as informal.

5. **SCOPE OF WORK**

To provide the necessary labour, equipment and replacement parts to provide Auto Body Repair of City cars, trucks and other vehicles as required by the various departments of the City.

6. **BID DEPOSIT**

Not required.

7. **SUBMISSIONS**

The following shall be included in each bid submission:

- Proof of Insurance Coverage
- Proof of WSIB Coverage
- Proof of "Certificate of Approval" for Air Emissions from the Ministry of the Environment
- Proof of Auto Body Licence for Collision Repair Work
- Proof of relationship with qualified Insurance Adjuster to carry out assessment of vehicles within 24 hours of notice.

Failure to submit shall cause disqualification of the bid submission.

8. **INSURANCE**

Liability, Automobile And Non-Owned Automobile Insurance

Without in any way limiting the liability of the contractor under this contract, it shall be the responsibility of the contractor to:

- (i) Comply with the provisions of the Workplace Safety and Insurance Act of Ontario and to ensure that all employees and all those of sub-contractors performing work under this contract, are provided hereunder.
- (ii) Maintain and keep in force during the term of this Contract, General Liability Insurance protecting the Contractor's liability legal or assumed under the Contract, for all claims arising

from:

- (1) Personal injury to members of the Public
- (2) Damage to property to Public, including the loss of use of such property
- (3) The minimum limit of this insurance shall be \$2,000,000.

(iii) Maintain and keep in force automobile and non-owned vehicle insurance on all vehicles used in connection with the work under this Contract, such insurance to carry the minimum limit of \$2,000,000.00

(iv) Maintain and keep in force during the term of this contract, Contractor's Contingent Liability Insurance covering the liability of the Contractor under this contract in respect to sub-contractor's same limits as required in Clause (ii).

(v) The contractor shall deposit with the Corporation before commencing any work under this contract, a Certified Copy of the policy mentioned in paragraph (ii), together with a Certificate of Insurance detailing the coverages and expiry date for all policies, duly executed by the insuring company, stating that if said policies are cancelled or changed in any manner, thirty (30) days written notice of such change or cancellation will be given to the Corporation of the City of Sarnia, City Clerk, City Hall, Sarnia, Ontario.

9. **WORKPLACE SAFETY & INSURANCE ACT**

The Contractor is required to comply with all the regulations of the W.S.I.A. in respect to the Contract Work and all persons employed on or in connection therewith and shall furnish a Certificate of Clearance from the Board to the City of Sarnia and maintain good standing with the W.S.I.B. throughout the Contract period.

10. **CONTRACTOR'S LIABILITY**

The contractor shall be liable for all injuries and/or death to persons and for damage to property caused by his/her operations and those of sub-contractors; and their employees engaged on and off site and shall **INDEMNIFY AND SAVE HARMLESS** the City of Sarnia from all suits and actions for damages and costs to which the City may be put by reason of injury or death to persons, and damages to property of others as well as the City, resulting from negligence, poor workmanship and materials, as well as any cause whatsoever in the performance of the work.

11. **RESPONSIBILITIES OF CONTRACTOR**

(A) **Equipment and Materials**

The Contractor shall be responsible for equipment maintenance, mechanical repairs, paint, supplies, fuel, grease, and other consumables. The contractor shall keep the equipment in first class mechanical condition at all times to the satisfaction of the City. Mechanical and electrical parts are to be invoiced separately.

(B) **Labour**

It is the contractor's responsibility to provide workers who are qualified and competent to perform the work safely, efficiently, and in conformance with the requirements of this RFQ.

(C) The hourly rates quoted in the Price Schedule shall be full compensation for all equipment, materials and labour required to complete the autobody repair.

(D) The parts discount quoted shall be applied to the mechanical and electrical parts required to complete the autobody repair.

12. **HIRING POLICY**

The City will hire the contractor offering the lowest rate for each type of auto body repair service listed on the Price Schedule. If and when the low bidder is unable to provide the required services at the time of need, the City will contact the next low bidder who can provide the service when required.

13. **DISPUTES**

Problems or disputes which may arise occasionally shall be settled with the Purchasing Agent. Complaints shall be submitted in writing to the Purchasing Agent by fax, 519-332-1466, or e-mail: sunsworth@sarnia.ca

14. **INVOICING**

Invoices shall contain the following information:

- Name of department
- Date
- Number of hours and hourly rates
- GST Registration Number

15. **REQUIREMENTS**

- (a) OEM parts are to be used only.
- (b) Autobody Repairmen Licensed for collision work will be allowed to work on City vehicles with only one (1) Licensed Repairman (non-collision certified) under their supervision.
- (c) Small vehicles shall be defined as vehicles equal to or under 1 ton capacity.
- (d) Large vehicles shall be defined as vehicles over 1 ton capacity.
- (e) The City has the sole right to remove from the successful bidder's list, any bidder whose work is considered not acceptable by the City and which is not rectified in a manner suitable to the City.
- (f) The City reserves the right to have the City's own Collision Licensed Autobody Repairman enter the bidder's workplace during normal work hours to carry out quality control/assurance inspections in a random, unannounced manner.
- (g) Emergency vehicles are defined as, but not limited to, the following:
 - Police Vehicles
 - Firefighting Vehicles
 - Public Works Winter Maintenance EquipmentThe City reserves the right to determine what vehicle repairs are considered emergency repairs.
- (h) Heavy vehicles are defined as, but not limited to, the following:
 - 2 to 10 ton capacity single and double axle dump trucks
 - Vacuum trucks
 - Flusher trucks
 - Street sweepers
 - 2 to 5 ton capacity sewer and water vansWritten estimates shall be provided in advance prior to commencement of work.
- (i) Hourly rates shall be provided for the groups in the attached schedule as follows:
 - Group 1 – Licence Type A & B
 - Group 2 – License Type A & B
 - Group 3 – License Type A & BThe City will not be held responsible if the actual work requested varies significantly from the estimates provided.
- (j) For non-collision work, the estimated number of units of work (hours) to which the quoted hourly rates will be applied against will be generated by the City of Sarnia's licensed Autobody Repairman.

Extra work generated by conditions unforeseen during the initial estimate will be done only after written authorization by the City based on estimates prepared by the bidder in consultation with the City's licensed Autobody Repairman.

16. **RESPONSE TIME**

Emergency vehicles shall be disassembled and assessed by Insurance Adjusters within 24 hours (real time) of delivery to Body Shop for collision work.

Non-emergency vehicles shall be disassembled and assessed by Insurance Adjusters within 72 hours (real time) of delivery to Body Shop for collision work.

17. **SUB-CONTRACTING**

Sub-contracting is **NOT** allowed. The contract or Purchase Order issued to the contractor is exclusive only to the contractor. Only the contractor's equipment and employee(s) shall be used for each service call.

18. **TERM OF CONTRACT**

This contract shall remain in effect **from October 1, 2010 until September 30, 2011**, or until cancelled by the City due to poor performance of the contractor. The quoted rental rates shall remain firm **until September 30, 2011**, with the option to extend for a further 12 months.

19. **TERMINATION**

The City reserves the right to terminate the contract at any time by way of a written notice to the contractor with cause as stated above, or due to any other reason such as unsatisfactory services provided by the contractor, overbilling, etc.. The City further reserves the right to terminate the contract without cause, by way of an advanced 30-day written notice.

20. **REGISTERED BUSINESS NAME & NUMBER**

Bidders are required to state their legally registered company name (Sole Proprietorship, Partnership or Corporation) on the spaces provided. **FAILURE TO COMPLY MAY RESULT IN THE DISQUALIFICATION OF THE BID SUBMISSION.**

The Company name stated on the Form of Tender, Proposal or Quotation shall be the Bidder's registered business name, including the registration number issued by the Ontario Ministry of Consumer and Business Services, or by Industry Canada, whichever is applicable. In any case, the bidder's name stated on the bid form shall be in accordance with the Ontario Business Name Act and the Ontario Business Corporation Act.

21. **CONFIDENTIALITY PROVISIONS**

All responses to this Request for Quotation will be treated confidentially in compliance with the provisions of the *Municipal Freedom of Information and Protection of Personal Privacy Act, 1989*.

22. **FORM OF TENDER/PROPOSAL/QUOTATION**

I/We the undersigned, acknowledge the bid document, including the Terms and Conditions, Specifications, Special Conditions and Terms of Reference (if applicable), and agree to provide the supply and delivery of the services required, at the rates stated on the Price Schedule(s).

Registered Business Name: _____

Registration Number: _____

Ontario Corporation Number (if applicable): _____

Business Address: _____

Telephone: _____ Fax: _____ E-mail: _____

Contact Person: _____

Signature of authorized officer: _____

Name of Authorized Signing Officer (please print): _____

Title: _____ Date signed: _____

BIDDER'S DECLARATION

To: THE CORPORATION OF THE CITY OF SARNIA

I/We _____
(name)

(title/position)

of _____
(name of firm)

1. DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is attached below, has any interest in this proposal or in the Contract proposed to be undertaken.
2. FURTHER DECLARE that this proposal is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a proposal for the same work and is in all respects fair and without collusion or fraud.
3. FURTHER DECLARE that no City of Sarnia employee or Member of Council is, or will become interested directly or indirectly as a contracting party or otherwise or in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.
4. FURTHER DECLARE that the several matters stated in the said proposal are in all respects true.
5. FURTHER DECLARE that I/We have examined the RFQ, including the Terms and Conditions relating thereto, and do hereby propose and offer to enter into a Contract to provide, furnish and deliver the equipment and services mentioned and described, and to accept payment in accordance with the rates stated in this Quotation.
6. AGREE that this offer is to continue open for acceptance until a formal Contract is executed.

Signature of Witness

Signature of Authorized Officer

Name of Witness (print)

Name of Authorized Officer (print)

DATED at _____, this _____ day of _____, 2010.

PRICE SCHEDULE

Licence Type	Type of Service	Hourly Rate	Parts Discount
GROUP 1 – SMALL VEHICLES (< 1 TON CAPACITY) – NON EMERGENCY			
A (i)	Sheet metal work with collision licensed autobody repairman		
A(ii)	Frame/collision work with collision licensed autobody repairman		
A(iii)	Refinishing work with collision licensed autobody repairman	Cost of materials \$ _____	
A(iv)	Mech/Elec work with collision licensed autobody repairman		
B(i)	Sheet metal work with general autobody repairman (non-collision)		
B(ii)	Frame/collision work with general autobody repairman (non-collision)		
B(iii)	Refinishing work with general autobody repairman (non-collision)	Cost of materials \$ _____	
B(iv)	Mech/Elec work with general autobody repairman (non-collision)		
GROUP 2 - SMALL VEHICLES (< 1 TON CAPACITY) – EMERGENCY			
A(i)	Sheet metal work with collision licensed autobody repairman		
A(ii)	Frame/collision work with collision licensed autobody repairman		
A(iii)	Refinishing work with collision licensed autobody repairman	Cost of materials \$ _____	
A(iv)	Mech/Elec work with collision licensed autobody repairman		
B(i)	Sheet metal work with general autobody repairman (non-collision)		
B(ii)	Frame/collision work with general autobody repairman (non-collision)		
B(iii)	Refinishing work with general autobody repairman (non-collision)	Cost of materials \$ _____	
B(iv)	Mech/Elec work with general autobody repairman (non-collision)		
GROUP 3 - LARGE VEHICLES (> 1 TON CAPACITY) – NON EMERGENCY			
A(i)	Sheet metal work with collision licensed autobody repairman		
A(ii)	Frame/collision work with collision licensed autobody repairman		
A(iii)	Refinishing work with collision licensed autobody repairman	Cost of materials \$ _____	
A(iv)	Mech/Elec work with collision licensed autobody repairman		
B(i)	Sheet metal work with general autobody repairman (non-collision)		
B(ii)	Frame/collision work with general autobody repairman (non-collision)		
B(iii)	Refinishing work with general autobody repairman (non-collision)	Cost of materials \$ _____	
B(iv)	Mech/Elec work with general autobody repairman (non-collision)		

BID EVALUATION PROCESS

- A.** The objective of this section is to describe the criteria in the selection of a bidder with which the City of Sarnia Purchasing Department would:
- (a) enter into a contract for the goods and services identified in the Invitation to Bid (RFQ, RFP, Tender); or,
 - (b) commence the negotiation process for a contract; OR,
 - (c) recommend for Sarnia City Council's consideration, the acceptance of the bid submission.
- B.** The following process would apply:
- (a) Scrutiny of the bid submissions relative to compliance with the requirements of the RFQ, RFP or Tender such as submission of signed forms and schedules, meeting technical specifications including adherence to items where "No Substitutes" are allowed, and agreements with the City's general Terms & Conditions.
 - (b) Elimination of bids not meeting the fundamental requirements stated above, as well as elimination of bids not received on time.
 - (c) Elimination of bids from contractors and vendors where that contractor, vendor, or its principals have been, or currently are, involved in litigation or dispute with the City of Sarnia, other than a claim for property damage or personal injury, where that litigation or dispute impacts upon the ability of the parties to further engage in reasonable business relations.
 - (d) Evaluation of the merits of all compliant bids. The evaluation will consider financial and technical merits, vendor/contractor reputation based on past performance with City and with others, initial costs, ongoing maintenance costs and overall cost effectiveness over the long term.