

CITY OF OAKLAND
AGENDA REPORT

OFFICE OF THE CITY CLERK
2006 NOV 30 PM 5:40

TO: Office of the City Administrator
ATTN: Deborah A. Edgerly
FROM: Finance and Management Agency
DATE: December 12, 2006

RE: **Resolution Awarding A Contract To Quality Auto Service, A Corporation, For Auto Body Repair And Painting, In An Amount Not To Exceed Three Hundred Thousand Dollars (\$300,000.00) Per Year For The Three Year Period Of November 1, 2006 To October 31, 2009, To The City Of Oakland In Accordance With Specification No. 06-928-01.**

SUMMARY

A resolution has been prepared authorizing the City Administrator to award a contract to Quality Auto Service, a small local business enterprise, for auto body repair and painting in an amount not to exceed three hundred thousand dollars, (\$300,000.00) per year, for the three-year period of November 1, 2006 to October 31, 2009. The City Administrator may elect to extend all or part of this contract for an additional two-year period, one year at a time, with terms and conditions remaining the same in accordance with Specification No. 06-928-01. The Public Works Agency, Equipment Division, will manage this contract.

FISCAL IMPACT

Funds are available in the FY 2006-07 Adopted Policy Budget of the Public Works Agency, Equipment Fund (4100), Equipment Services Administration Org (30541), Motor Vehicles Repair and Maintenance Account (54613). The lowest responsible bidder, Quality Auto Service, a small local business enterprise, received the local and small local vendor preferences. There are no additional costs to the City for these preferences.

BACKGROUND

Specification No. 06-928-01 for Auto Body Repair And Painting was sent to ten prospective bidders. All of the prospective bidders were local business enterprises. The City Clerk opened bids on August 21, 2006. Two bids were received from small local business enterprises. The bid submitted by Sid's Collision and Glass Repair was incomplete and was deemed non-responsive. Quality Auto Service was evaluated, and deemed to be the lowest responsible bid.

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A vendor survey of the non-responsive bidders was conducted with the following findings:

- Four vendors determined they could not meet the contract requirements.
- Three vendors acknowledged they had received the bid but they were not clear as to why their company did not respond. All advised they would have to investigate and advise at a later date. Follow up inquiries were not answered.
- One vendor simply stated they were not interested.

KEY ISSUES AND IMPACTS

The Public Works Agency, Equipment Services Division, will utilize this contract to complete work on damaged vehicles and equipment that the City's auto body shop can not complete in a timely manner due to shop capacity, required specialized equipment, components necessary for specific jobs, and/or the availability of personnel with specific technical expertise consistent with various repair requirements. *Without this contract, damaged vehicles and equipment may remain out of service for excessive periods of time. The increase in down time would prohibit City agencies, public safety and emergency service departments from carrying out their daily functions and duties.*

SUSTAINABLE OPPORTUNITIES

Economic: This vendor has provided a valid City of Oakland business tax license. The award of this contract will yield approximately \$360.00 in business tax revenues to the City of Oakland.

Environmental: This vendor has provided a valid certificate from the Bay Area Air Quality Management District.

Social Equity: None.

DISABILITY AND SENIOR CITIZEN ACCESS

There are no ADA or senior access issues contained in this report.

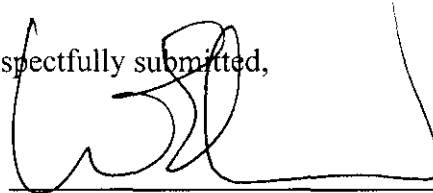
RECOMMENDATION (S) AND RATIONALE

Staff recommends that the City Council authorize the City Administrator to award a contract to Quality Auto Service, a small local business enterprise, in an amount not to exceed three hundred thousand dollars, (\$300,000.00) per year, for the three-year period of November 1, 2006 to October 31, 2009, for auto body repair and painting, in accordance with the terms and conditions in Specifications No. 06-928-01.

ACTION REQUESTED OF THE CITY COUNCIL

Staff requests that the City Council approve the resolution.

Respectfully submitted,

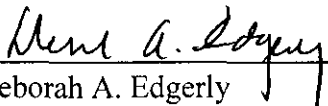


WILLIAM E. NOLAND

Director, Finance and Management Agency

Prepared by: Jimmie D. Jackson
Purchasing Supervisor
Purchasing Section

APPROVED AND FORWARDED TO THE
FINANCE AND MANAGEMENT COMMITTEE:


Deborah A. Edgerly
Office of the City Administrator

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CITY OF OAKLAND
PURCHASING SECTION
AWARD RECOMMENDATION STATEMENT



F. HALIBURTON	PURCHASING/ACQUISITION/CONTRACT: Office Supplies		
<u>COUNCIL AGENDA DATE:</u> DECEMBER 12, 2006	<u>SPECIFICATION/PROJECT NO.:</u> 06-928-01	<u>FUNDING SOURCE:</u> Public Works Agency, Equipment Rental Fund, Motor Vehicles Repairs and Maintenance Account.	<u>BID OPENING DATE:</u> AUGUST 21, 2006
PREVIOUS LEGISLATION: RESOLUTION NO. 76947 C.M.S.			
CONTRACT PERIOD: NOVEMBER 1, 2006 TO OCTOBER 31, 2009			

PURPOSE STATEMENT: Provide all necessary auto body repair and painting services as required by the Public Works Agency, Equipment Services Division of the City of Oakland.

ITEM NO./DESCRIPTION	PREVIOUS ANNUAL CONTRACT AMOUNT	ANNUAL EST. COST	PERCENT DIFFERENCE
Automotive Body Repair and Painting	\$300,000.00	\$300,000.00	0%

COMMENTARY: The recommended vendor Quality Auto Service is a small local vendor. There are no additional costs to the City.

RANGE OF BIDS RECEIVED

<u>TOTAL BIDS RECEIVED/DOLLAR RANGE</u> \$34.00 Per Hour/5% Parts Discount - \$38.00 Per Hour /5% Parts Discount	<u>BIDS WHICH MEET SPECIFICATION/DOLLAR RANGE</u> \$34.00 Per Hour/5% Parts Discount
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LOW BIDS NOT MEETING SPECIFICATION

<u>VENDOR/CONTRACTOR</u> N/A	<u>REASON</u> N/A	<u>RECOMMENDATION ON REJECTIONS</u> N/A
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AWARD RECOMMENDED

VENDOR NAME/ADDRESS	DESCRIPTION	ESTIMATED ANNUAL AMOUNT
Quality Auto Service 1200 E. 12 th Street Oakland, CA 94606	Auto Body Repair and Painting	\$300,000.00

SUBMITTED BY

DEPARTMENT HEAD

APPROVED AND FORWARDED TO COUNCIL

OFFICE OF THE CITY ADMINISTRATOR

BID CALL	TOTAL	LOWEST BID BY CATEGORY	
		LOCAL BUSINESS	NON-LOCAL
ASK	10	10	0
NO RESPONSE	8	8	0
BIDS RECEIVED	1	1	0
AWARDS RECOMMENDED	1	1 - \$300,000	0

SPECIFICATION**AUTO BODY REPAIR AND PAINTING****PURPOSE**

The purpose of this specification is to obtain auto body repair and painting services for the City of Oakland's automotive and equipment fleet. The City's fleet consists of various makes and models of vehicles and equipment. This contract is for vehicles of 26,000 pound Gross Vehicle Weight or less, and includes a variety of mounted bodies such as dump beds. Actual work performed by the contractor(s) will be as defined by the Equipment Services Division, of the Public Works Agency.

BID BOND

Required in the amount of 10% of the total price bid for the first year of the contract.

PERFORMANCE BOND

Required in the amount of 50% of the estimated total contract price for the first year of the contract.

1. Contractor repair facility shall be located within the city limits of Oakland, CA.
2. The successful contractor must possess:
 - a. Current valid City of Oakland business tax license.
 - b. Certificate from the Bay Area Air Quality Management District.
 - c. Oakland Fire Services Agency paint booth safety certificate.All certificates must remain in force for the entire contract term. Failure to maintain all required certificates in a valid status shall be cause for termination of the contract.
3. The contractor will be provided with a written detailed estimate of work required, which will include an estimate of the time and materials required to complete the work. The City utilizes the Mitchell Collision Estimating Guide and the automated Mitchell Esti-Mate CX computer-based system for estimating auto body repair and painting.
4. The contractor must not proceed with work until he or she has acknowledged in writing receipt of the vehicle and the City's written estimate of time and material costs.
5. When additional work is required, but not included in the original City estimate, the contractor must advise the Equipment Services Division in writing of the additional work required and provide a written estimate of the cost to complete the additional work. The additional work will not be considered authorized until approved in writing by the Equipment Services Division. A written modification to the contract work order will be provided to the vendor to confirm the authority for the additional work.
6. At the time of bid opening and throughout the term of the contract the bidder must have inside repair facilities large enough to accommodate at least five City vehicles on any given day, or a yard with security fencing for protection of vehicles when not stored inside.

7. All repair and/or replacement parts must be original equipment manufacture unless approved in advance of use by the Equipment Services Division. This restriction is to ensure compatibility with the other parts of the vehicle or equipment as well as to maintain quality in the auto body repair.
8. All body repair and paint work must be free of drips, orange peel finish, hazy or cloudy finish, cracks or chips and must be smooth in appearance and feel. The work must restore the vehicle to a condition as close to original as practical given the age and condition of the rest of the vehicle or equipment. The amount of paint used should be consistent with that estimated in the Mitchell Collision Estimating Guide.
9. All completed work will be inspected by the Equipment Services Division for conformance to the estimate, material used and the overall quality of the job. Three jobs returned to the contractor for poor quality workmanship within a one-year period may be cause to terminate the contract.
10. The contractor shall pick up and deliver vehicles and equipment as directed by the City.
11. Pick-up services shall be within eight (8) working hours of notice to proceed from the Equipment Services Division. Failure to meet this standard will result in a credit to the City of Oakland of \$100.00 per day.
12. Delivery of completed vehicles and equipment shall be within eight (8) working hours of completion of all work. Failure to meet this standard will result in a credit to the City of Oakland of \$100.00 per day.
13. Delivery to the Equipment Services Division shall be made between the hours of 7:15 a.m. to 10:30 a.m., and or 11:30 a.m. to 3:00 p.m. Monday through Friday, except holidays unless previously approved by an authorized representative of the City at least one day in advance.
14. City vehicles and equipment are not to be left on the street or unsecured at any time. The contractor is responsible for damages resulting from theft, fire, flood, vandalism or other harm while in the contractor's possession. Such damages shall include those incurred during transport of vehicle to and from the City.
15. The contractor is expected to begin repair work within two (2) working days of receipt of the vehicle or equipment. An estimate of the actual completion date is to be provided to the Equipment Services Division upon receipt of the notice to proceed.
16. Equipment Services Division may at its sole discretion extend the completion and/or delivery date for any vehicle. The Equipment Services Division must approve extensions in writing. Failure to meet this standard will result in a credit to the City of Oakland of \$100.00 per day.
17. The Equipment Services Division may elect to negotiate and assign more than five (5) units for repair and completion at one given time.

18. The City reserves the right to assign vehicle repairs to a secondary vendor should the primary vendor be unable to provide acceptable completion times.
19. Vehicles that have been repaired must have the exterior washed and the interior cleaned and vacuumed before being returned to the Equipment Services Division.
20. All auto body repair debris or detritus (dust, scraps of metal and/or plastic, overspray etc.) must be removed prior to delivery to the Equipment Division. Failure to meet this standard will result in a credit to the City of Oakland of \$100.00 per vehicle.
21. Pickup and drop off locations:

Municipal Service Center	Heavy Equipment
Equipment Division	Maintenance Facility
7101 Edgewater Drive	5050 Coliseum Way
Oakland, CA 94621	Oakland, CA 94621
22. Contractor will provide repair bills that show line item detailed explanation of the time and materials cost. This cost may not exceed the estimated time and materials by more than five percent, unless the additional work is a result of hidden damage and the additional work has been previously approved in writing by the Equipment Services Division.
23. Equipment Division staff will perform code checks to ensure that all mechanical and/or electrical repairs are fully functional before accepting delivery of any finished vehicle and/or approving any invoice(s) for payment.
24. Contractor shall not sublet any portion of service, maintenance or repair of any City-owned vehicle or piece of equipment without prior written permission of the Purchasing Section, Finance and Management Agency, of the City of Oakland.
25. Rework due to faulty materials or poor workmanship shall be the responsibility of the contractor. Completion of the rework must be considered an urgent job, and completion times must be negotiated with the Equipment Services Division.
26. Disputes about rework may be addressed in writing to the Assistant Director, Public Works Agency, Maintenance Services Department, 7101 Edgewater Drive, Oakland, CA 94621 for resolution. Requests for resolution of disputes must be addressed within five (5) days of the request for rework by the Equipment Services Division.
27. If the contractor and City are unable to resolve the dispute within fifteen (15) days, the City may perform the rework at the City's Body Shop. The cost of the City performed rework will be deducted from the contractor's invoice and the City will cease sending work to the contractor.
28. Failure to provide adequate service and to conform to this specification by the contractor may be cause for cancellation of the contract. The City, through its Equipment Services Manager, shall object in writing to any substandard service or non-compliance with the specification. If the requirement is not complied with, without delay, the City shall have the right to terminate the contract.

GUARANTEE

The bidder shall guarantee to replace and install, at bidder's expense, all parts where breakage or defects are found to be due to defective material or poor workmanship. The vendor shall provide warranty or maintenance services as requested by the Equipment Division. The vendor warranty must cover all parts and services found to be defective due to defective material or poor workmanship and will repair, replace or exchange parts for a period of ninety (90) days after any services are accepted by the Equipment Division.

INSPECTION OF SERVICES

"Services" as used in this clause, includes services performed, workmanship, material furnished or utilized in the performance of services, and proper function.

The City of Oakland has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. City of Oakland shall perform inspections and test in a manner that will not unduly delay the work.

If any of the services do not conform to contract requirements, the City of Oakland may require the contractor to perform the service again in conformity with the contract requirements, at no increase in contract amount. When the defects in service cannot be corrected by performance, the City of Oakland may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the service performed.

WARRANTIES

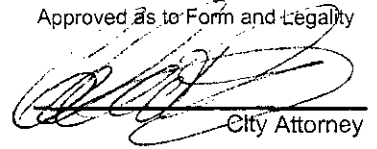
Contractor must provide a one-year warranty on all paintwork. **Contractor shall also provide a written example of the basic warranty to be provided with bid package**, any warranty certificates or policies, including any optional extended warranties purchased by the City and that of any sub-manufacturers of equipment incorporated on the finished unit.

WARRANTY SERVICE

Contractor shall provide response to any maintenance or warranty requests within 24 hours. The vendor shall provide transport of these vehicles to and from his maintenance facility at no charge to the City of Oakland during the full warranty period.

SUBMITTALS (IN THE FOLLOWING SEQUENCE)

- Original and two (2) copy(s) of the bid including, Cover Sheet (Blue)
- Bid Acknowledgment Form Exhibit A
- Evaluation Criteria (Separate Sheet)
- Bid Bond
- Performance Bond
- Current valid City of Oakland business tax license.
- Certificate from the Bay Area Air Quality Management District.
- Oakland Fire Services Agency paint booth safety certificate.
- Example of the Basic Warranty
- Vendor Survey Questionnaire Exhibit B
- Schedule(s) N,N1,O,P,Q


City Attorney

OFFICE OF THE CITY CLERK
CITY OF OAKLAND

OAKLAND CITY COUNCIL

2006 NOV 30 PM 5:40

RESOLUTION NO. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION AWARDING A CONTRACT TO QUALITY AUTO SERVICE, A CORPORATION, FOR AUTO BODY REPAIR AND PAINTING, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) PER YEAR FOR THE THREE-YEAR PERIOD OF NOVEMBER 1, 2006 TO OCTOBER 31, 2009, TO THE CITY OF OAKLAND IN ACCORDANCE WITH SPECIFICATION NO. 06-928-01.

WHEREAS, the Public Works Agency, Equipment Services Division sometimes requires the services of an outside company to complete work on damaged vehicles and equipment in a timely manner; and

WHEREAS, the City of Oakland finds that this contract is professional in nature and will not result in a loss of employment or salary by any person having permanent status in the competitive service; and

WHEREAS, funds are available in the FY 2006-07 Adopted Policy Budget of the Public Works Agency, Equipment Fund (4100), Equipment Services Administration Org (30541), Motor Vehicles Repair and Maintenance Account (54613); now, therefore be it

RESOLVED: That a contract for furnishing Auto Body Repair And Painting to the City of Oakland in an amount not to exceed three hundred thousand dollars, (\$300,000.00) per year for the three year period of November 1, 2006 to October 31, 2009, in accordance with Specification No. 06-928-01 and the general conditions therefore on file in the Purchasing Section is hereby awarded to Quality Auto Service, a small local business enterprise, according to its bid filed with the City Clerk on August 21, 2006; and, be it

FURTHER RESOLVED: The City Administrator may elect to extend all or part of this contract for an additional two-year period, one year at a time, with terms and conditions remaining the same in an amount not to exceed three hundred thousand dollars, (\$300,000.00) per year. The contractor will have the right to accept or reject any proposed contract extension; and, be it

FURTHER RESOLVED: That the contract shall be approved for form and legality by the City Attorney and copies shall be on file in the City Clerk's Office.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20_____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT DE LA FUENTE

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California