

**AGREEMENT BETWEEN COUNTY OF MONTEREY AND SALINAS
COLLISION REPAIR**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and SALINAS COLLISION REPAIR, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Quotations (RFQ #10338) for auto body repair services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFQ #10338 and in this AGREEMENT on the terms and conditions contained herein and in RFQ #10338. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFQ #10338 dated December 29, 2011 including all attachments and exhibits

CONTRACTOR'S Proposal dated ~~February 26, 2012~~ February 6, 2012

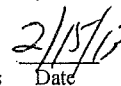
AGREEMENT,

Certificate of Insurance

Additional Insured Endorsements



Contracts/Purchasing Initials



Date

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S Proposal, RFQ #10338 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

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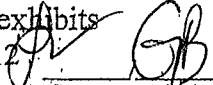
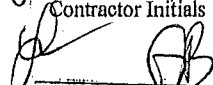
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- Certificate of Insurance
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	2/8/13
Contractor Initials	Date
	2/8/13
Contracts/Purchasing Initials	Date

1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S Proposal, RFQ #10338 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

- 2.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.
- 2.2 The SCOPE OF WORK includes auto body repairs and repair practices to include but is not limited to:
- 2.2.1 body repair and/or replacement
 - 2.2.2 refinishing
 - 2.2.3 frame straightening
 - 2.2.4 decal services
 - 2.2.5 painting
- 2.3 CONTRACTOR shall furnish all necessary labor, parts, and services in accordance with the provisions, terms and conditions set forth in this Agreement.
- 2.4 Labor, parts, and services shall be performed and executed at the contracted rates as set forth in EXHIBIT A - PRICE SHEET.
- 2.4.1 The hourly labor rates shall be the maximum hourly charge allowed during the initial term of the Agreement.
- 2.5 The County reserves the right to drop CONTRACTOR who is not in good standing with the County with respect to any contract work with the County, or with any other entity that has been undertaken by the CONTRACTOR within the past 5 years.

- 2.5.1 In its evaluation of good standing, County will take into account factors to include but is not limited to:
 - 2.5.2 Timeliness of work
 - 2.5.3 Whether work was completed by qualified persons in a professional manner according to accepted industry standards
 - 2.5.4 Whether work was completed within the original agreed upon price estimate.
- 2.6** CONTRACTOR shall follow repair standards that include but are not limited to:
- 2.6.1 Masking, protecting, or removing and re-installing all chrome, glass, lighting equipment (light bars, strobes), winches, etc. and any other vehicle components or accessories that could be damaged while making repairs.
 - 2.6.2 Making all necessary adjustments, align doors, hood decks, trucks, fenders, or other body components such as hinges, latches, etc., that are not damaged, but would require such labor to produce a finished job.
 - 2.6.3 Aligning front and/or rear ends (casters, camber, and toe-in, etc.) when collision damage has affected these components.
 - 2.6.4 Reapplying rust-proofing and under-coating in any repaired areas which originally had this type of protection.
 - 2.6.5 Recovering seat(s), arm rest(s), head-liner, etc., if so requested by County.
 - 2.6.6 Where applicable, resetting, repairing, and/or restoring any active or passive restraint systems such as seat and shoulder harnesses, and/or air bag systems to fully functional new original equipment manufacturers (O.E.M.) factory standards.
 - 2.6.7 Complete color change for vehicles or equipment must include door jams, hood, truck, and deck jams.
- 2.7** CONTRACTOR, when installing auto body parts, shall follow repair standards that include but are not limited to:
- 2.7.1 All body parts shall meet the automobile manufacturer's specification requirements.
 - 2.7.2 County does not always require that new body parts be used.
 - 2.7.2.1 Used parts, at the sole discretion of the County, may be installed depending on the age and value of the equipment being repaired.
 - 2.7.2.2 County reserves the right to provide the used auto body parts when appropriate as determined by the County.
 - 2.7.2.3 CONTRACTOR, with prior approval of the County, may utilize used body parts provided the used parts equal the materials used in the original body part and match the original contours with regards to fit and alignment of the vehicle being repaired.
- 2.8** CONTRACTOR shall take the installation of used auto body parts into consideration when issuing an estimate for work that will include such parts.
- 2.8.1 Used auto body parts shall be warranted for one (1) year and shall cover at minimum the completed paint work, affixing of various decals and completed repairs.
- 2.9** The warranty for new body parts shall be the manufacturer's standard warranty.
- 2.9.1 New original equipment manufacturers (O.E.M.) body repair parts and new after-market repair parts shall carry a manufacturer's warranty.

- 2.10** All airbag components and seat belt components shall be replaced with **new** O.E.M. parts.
- 2.11** CONTRACTOR shall replace at its own expense any vehicle-on-board computers damaged by CONTRACTOR'S failure to disconnect such computer before any welding operation begins, unless the computer was already damaged/crushed when CONTRACTOR received the vehicle for repair.
- 2.12** CONTRACTOR shall issue estimates that include the following information but are not limited to:
- 2.12.1 A standard form of estimating, such as the Mitchell Collision Estimating Guide or the applicable industry standard list used by insurance appraisers for estimating repair costs.
- 2.12.2 Repair cost estimates shall be due within two (2) days after call for estimate of work assignment.
- 2.12.3 Estimates received after this time will not be considered; however, the time limit requirement may be waived in specific instances when it may be in the best interest of the County.
- 2.12.4 Prior to the commencement of repair work, CONTRACTOR shall issue a written estimate, indicating the following:
- Estimated hours of repair required
 - An itemized list of all parts required
 - Anticipated finish date for all repairs
 - Itemized pricing for all labor and materials proposed
- 2.13** If additional costs (labor and/or parts) are identified due to hidden damage, CONTRACTOR shall notify County within two (2) business days after receipt of the vehicle to be repaired.
- 2.13.1 Approved additional costs shall be itemized on an invoice, separate from the original estimate, and clearly identified as hidden damages.
- 2.13.2 Should the County not accept CONTRACTOR'S estimate of additional charges and/or delivery delay attributable to the hidden damage, the County may, at its sole discretion, require that CONTRACTOR return the vehicle within 48 hours to the County without any additional charges.
- 2.13.3 The County's only liability shall be for work already approved and completed.
- 2.14** Authorization to Begin Work starts when the County or a designated County representative returns a copy of the "Approved" Estimate of Repair Cost form, which shall also state the RFQ #10338 Purchase Order Number given to the CONTRACTOR assigned to the work order.
- 2.15** Upon notification of work by County Fleet Management, CONTRACTOR shall transport the vehicle from the requesting COUNTY department's facility and begin work within two (2) business days after notification of award.
- 2.16** CONTRACTOR shall be responsible for the safe pickup, transport, and delivery of vehicles.
- 2.16.1 All transportation of vehicles shall be done without additional charge to the County.

- 2.17 Upon return of the finished vehicle, if the County determines that the vehicle was not properly repaired according to accepted industry standards, the County will discuss the matter with the CONTRACTOR for full resolution in the best interest of the County.
- 2.17.1 CONTRACTOR who provides poor quality repair, excessive hidden damage estimates, excessive delays in completing repairs or who is otherwise not in compliance with the terms and conditions of RFQ #10338 may be dropped from the auto body repair service program.
- 2.18 CONTRACTOR shall be responsible for the security and storage of County vehicle at their repair facility.
- 2.18.1 CONTRACTOR, at all times, shall fully protect County property entrusted to CONTRACTOR'S care.
- 2.19 CONTRACTOR shall reimburse the County for any and all damages to County property in their care, such as unwarranted wear and tear, acts of vandalism and malicious mischief, any and all physical damages, including acts of commission and/or omission by CONTRACTOR'S employees and others.
- 2.20 CONTRACTOR shall hold and maintain at minimum one of the following certifications:
- I-Car
 - ASA
 - ASE
- 2.21 If any license, permit, or approval is necessary from any agency whatsoever for the service or work to be performed pursuant to the terms and conditions of this Agreement, CONTRACTOR(s) will obtain such approvals at its own expense prior to commencement of said work or service under this Agreement.
- 2.22 CONTRACTOR shall maintain all paint booths in legal compliance with all applicable laws.

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including August 31, 2015, with the option to extend the AGREEMENT for two (2) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with EXHIBIT A - PRICING SHEET attached hereto.
- 4.1.1 The aggregate total paid to all CONTRACTORS under RFP #10338 shall not exceed \$1,000,000 over the term of the AGREEMENTS.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:
- 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the FLEET MANAGEMENT, COUNTY OF MONTEREY at the following address:
855 EAST LAUREL DR., BLDG A
SALINAS, CA 93905
- 5.2 CONTRACTOR shall reference the RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

7.0 INSURANCE REQUIREMENTS

- 7.1 Evidence of Coverage:
- 7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 7.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.
- 7.3 Insurance Coverage Requirements:

- 7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
- 7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of



insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.



8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.

8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.

8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

9.0 NON-DISCRIMINATION

9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing

market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

14.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

15.0 LEGAL DISPUTES

- 15.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 15.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 15.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 15.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

16.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Salinas Collision Repair
Gary Bloxham
1150 Auto Center Circle
Salinas, CA 93907
Tel. No.: 831-444-4459
FAX No.: 831-443-2039
Email: garybloxham@salinasvalleyford.com

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IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: Gary Bloxham
Signature of Chair, President, or
Vice-President

Dated: _____

GARY BLOXHAM
MANAGER
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6-26-12

Deputy Auditor/Controller

By: Lisa Hughes
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: 7-5-12

RISK MANAGEMENT
COUNTY OF MONTEREY
Approved as to Liability Provisions:
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Lisa Hughes Cap. Sec.
Printed Name and Title

Risk Management

Dated: 6/26/12

By: Madia Schumake
Date: 2-4-13

Approved as to Form:

Deputy County Counsel

Dated: 6-29-12

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



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EXHIBIT A – PRICE SHEET

CATEGORY	Rate*
Labor Hourly Rate	\$70.00
Painting per hour rate	\$70.00
Daily storage fee (if applicable)	\$50.00
Environmental fee <i>[If Applicable]</i>	\$3.00

*Prices are firm for the initial term of Agreement.

1166
1/28/13
ll

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/29/13

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 323
Cwatonna, MN 55060
Phone: 1-888-383-4949

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

285-935-2
SALINAS VALLEY FORD SALES (A CORP)
1100 AUTO CENTER CIRCLE
SALINAS CA 93907

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO VER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE \$ PRODUCTS - COMM. ACC. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE - ANY ONE PER \$ MED. EXP. - ANY ONE PERSON \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				CONSUMER SINGLE LIMIT \$ BODILY INJURY PER PERSON \$ BODILY INJURY PER OCCUR. \$ PROPERTY DAMAGE \$
A	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	9084241	09/01/12	09/01/13	AUTO ONLY - EA. ACCIDENT \$ 500,000 OTHER THAN AUTO ONLY EACH ACCIDENT \$ 500,000 AGGREGATE \$ 1,000,000
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	9084243	09/01/12	09/01/13	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROHIBITION PARTIAL EXECUTIVE OFFICERS ARE OTHER				PER STATE / 1041 EMPLOYEE \$ \$ E. EACH ACCIDENT \$ E. DISEASE - POLICY LIMIT \$ E. DISEASE - EA. EMPLOYEE \$

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, SPECIAL ITEMS
COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE
ADDITIONAL INSURED FOR GARAGE LIABILITY.

NONCONTRIBUTORY OVER OTHER INSURANCE

INSURANCE PROVIDED BY THE GARAGE LIABILITY IS PRIMARY AND

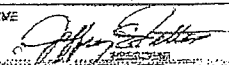
CERTIFICATE HOLDER

COUNTY OF MONTEREY
CONTRACT PURCHASING DIVISION
168 W ALISAL ST FL 3RD
SALINAS CA 93901-2439

CANCELATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that the insurance provided by any additional insured endorsement is primary when primary coverage is required in a written contract. We will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract. For coverage to apply, the written contract must have been executed prior to the occurrence of "loss".

includes copyrighted material of Insurance Services Office, Inc. with its permission.

CA-F-129 (01-11)

Policy Number: 9084241

Transaction Effective Date: 01-16-2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE PART

INSURED:

SALINAS VALLEY FORD SALES (A
CORP)
1100 AUTO CENTER CIRCLE
SALINAS CA 93907

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND
EMPLOYEES

FEDERATED MUTUAL INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

Additional Insured Name and Address:

COUNTY OF MONTEREY
CONTRACT PURCHASING DIVISION
168 W ALISAL ST FL 3RD
SALINAS CA 93901

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CA-F-75 (05-92)

Policy Number: 9084241

Transaction Effective Date: 01-16-2013





CERTIFICATE OF LIABILITY INSURANCE

SALIN-168 2/4/13 OP ID: DH

DATE (MM/DD/YYYY)
02/03/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sorci Insurance Brokerage, Inc
License #0G81317
409 Alberto Way Suite 7
Los Gatos, CA 95032

Phone: 408-356-3399
Fax: 408-356-3396

CONTACT NAME:	
PHONE (A/C, No., Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Public Service Mutual	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Salinas Valley Ford, Inc.
1100 Auto Center Circle
Salinas, CA 93907

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
		<input type="checkbox"/> CLAIMS-MADE						\$
	DED	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WC 048973 13	01/01/2013	01/01/2014	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Monterey Contracts/
Purchasing Division
Candace Mangement Analyst
168 W. Alisal St, 3rd Fl
Salinas, CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Diana Hogan

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COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
168 W. ALISAL STREET, 3rd FLOOR
SALINAS, CA 93901-2439
(831) 755-4990

REQUEST FOR QUOTATIONS

RFQ #10338

FOR AUTO BODY REPAIR SERVICES

Proposals are due by 3:00 pm (PST) on February 8, 2012

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey in behalf of the Public Works Department, Fleet Management Division hereinafter referred to as “County”, is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to provide automotive body repair services on an as needed basis. The County intends to award a three (3) year contract with option to renew for two (2) additional one (1) year periods to one or more CONTRACTORS up to a maximum of three CONTRACTORS. The award will be based upon the lowest responsive and responsible bid proposals that meet the County’s specifications, terms, and conditions of RFQ #10338.
- 1.2 This solicitation is not intended to create an exclusive AGREEMENT. County retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles.
- 2.2 The County manages a fleet of approximately 2,500 vehicles. The fleet composition consists of foreign and domestic automobiles and trucks, both large and small, ranging from hybrid fuel efficient automobiles to police interceptors; vans and pick-up trucks including specialized equipment.

3.0 CALENDAR OF EVENTS

- 3.1 Issue RFQ December 29, 2011
- 3.3 Deadline for Written Questions 3:00 p.m., PST, January 20, 2012
- 3.4 Proposal Submittal Deadline 3:00 p.m., PST, February 8, 2012
- 3.5 Estimated Notification of Selection March 2012
- 3.6 Estimated AGREEMENT Date May 2012

This schedule is subject to change as necessary.

- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFQ** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:
- 4.1.1 Proposal Format and Content **Jaime Ayala,**
Deputy Purchasing Agent / Buyer II
 168 W. Alisal Street, 3rd Floor
 Salinas, CA 93901-2439
 PHONE: (831) 755 – 4998
 FAX: (831) 755 – 4969
 Email: ayalaj@co.monterey.ca.us
- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.2.1 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.2.2 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 **Contractor Minimum Work Performance Percentage:** CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

- 5.2** The SCOPE OF WORK includes auto body repairs and repair practices to include but is not limited to:
- 5.2.1 body repair and/or replacement
 - 5.2.2 refinishing
 - 5.2.3 frame straightening
 - 5.2.4 decal services
 - 5.2.5 painting
- 5.3** CONTRACTOR(s) shall furnish all necessary labor, parts, and services in accordance with the provisions, terms and conditions set forth in this RFQ.
- 5.4** Labor, parts, and services shall be performed and executed at the contracted rates as set forth in **ATTACHMENT A - PRICE SHEET**.
- 5.4.1 The hourly labor rates shall be the maximum hourly charge allowed during the initial term of the Agreement.
- 5.5** The County reserves the right to reject proposals from consideration if CONTRACTOR is not in good standing with the County with respect to any contract work with the County, or with any other entity that has been undertaken by the CONTRACTOR within the past 5 years.
- 5.5.1 In its evaluation of good standing, County will take into account factors to include but is not limited to:
 - 5.5.1.1 Timeliness of work
 - 5.5.1.2 Whether work was completed by qualified persons in a professional manner according to accepted industry standards
 - 5.5.1.3 Whether work was completed within the original agreed upon price estimate.
- 5.6** CONTRACTOR shall follow repair standards that include but are not limited to:
- 5.6.1 Masking, protecting, or removing and re-installing all chrome, glass, lighting equipment (light bars, strobes), winches, etc. and any other vehicle component(s) or accessory(ies) that could be damaged while making repairs.
 - 5.6.2 Make all necessary adjustments, align doors, hood decks, trucks, fenders, or other body components such as hinges, latches, etc., that are not damaged, but would require such labor to produce a finished job.
 - 5.6.3 Align front and / or rear ends (casters, camber, and toe-in, etc.) when collision damage has affected them.
 - 5.6.4 Reapply rust-proofing and under-coating in any repaired areas which originally had this type of protection.
 - 5.6.5 Recover seat(s), arm rest(s), head-liner, etc., if so requested by County.
 - 5.6.6 Where applicable, reset, repair, and/or restore any active or passive restraint systems such as seat and shoulder harnesses, and/or air bag systems to fully functional new original equipment manufacturers (O.E.M.) factory standards.
 - 5.6.7 Complete color change for vehicles or equipment must include door jams, hood, truck, and deck jams.
- 5.7** CONTRACTOR, when installing auto body parts, shall follow repair standards that include but are not limited to:
- 5.7.1 All body parts shall meet the automobile manufacturer's specification requirements.

- 5.7.2 County does not always require that new body parts be used.
- a. Used parts, at the sole discretion of the County, may be installed depending on the age and value of the equipment being repaired.
 - b. County reserves the right to provide the used auto body parts when appropriate as determined by the County.
 - c. CONTRACTOR, with prior approval of the County, may utilize used body parts provided the used parts equal the materials used in the original body part and match the original contours with regards to fit and alignment of the vehicle being repaired.
- 5.8 CONTRACTOR shall take the installation of used auto body parts into consideration when issuing an estimate for work that will include such parts.
- 5.8.1 Used auto body parts shall be warranted for one (1) year and shall cover at minimum the completed paint work, affixing of various decals and completed repairs.
- 5.9 The warranty for new body parts shall be the manufacturer's standard warranty.
- 5.9.1 New original equipment manufacturers (O.E.M.) body repair parts and new after-market repair parts shall carry a manufacturer's warranty.
- 5.10 All airbag components and seat belt components shall be replaced with **new** O.E.M. parts.
- 5.11 CONTRACTOR shall replace at its own expense any vehicle-on-board computers damaged by CONTRACTOR'S failure to disconnect such computer before any welding operation begins, unless the computer was already damaged/crushed when CONTRACTOR received the vehicle for repair.
- 5.12 CONTRACTOR shall issue estimates that include the following information but are not limited to:
- 5.12.1 A standard form of estimating, such as the Mitchell Collision Estimating Guide or the applicable industry standard list used by insurance appraisers for estimating repair costs.
 - 5.12.2 Repair cost estimates shall be due within two (2) days after call for estimate of work assignment.
 - 5.12.3 Estimates received after this time will not be considered; however, the time limit requirement may be waived in specific instances when it may be in the best interest of the County.
 - 5.12.4 Prior to the commencement of repair work, CONTRACTOR shall issue a written estimate, indicating the following:
 - Estimated hours of repair required
 - An itemized list of all parts required
 - Anticipated finish date for all repairs
 - Itemized pricing for all labor and materials proposed
- 5.13 If additional costs (labor and/or parts) are identified due to hidden damage, CONTRACTOR shall notify County within two (2) business days after receipt of the vehicle to be repaired.
- 5.13.1 Approved additional costs shall be itemized on an invoice, separate from the original estimate, and clearly identified as hidden damages.

- 5.13.2 Should the County not accept CONTRACTOR'S estimate of additional charges and/or delivery delay attributable to the hidden damage, the County may, at its sole discretion, require that CONTRACTOR return the vehicle within 48 hours to the County without any additional charges.
- 5.13.3 The County's only liability shall be for work already approved and completed.
- 5.14** Authorization to Begin Work starts when the County or a designated County official returns a copy of the "Approved" Estimate of Repair Cost form, including the RFQ #10338 Purchase Order Number to the CONTRACTOR assigned to the work order.
- 5.15** Upon notification of work by County Fleet Management, CONTRACTOR shall transport the vehicle from the requesting COUNTY department's facility and begin work within two (2) business days after notification of award.
- 5.16** CONTRACTOR shall be responsible for the safe pickup, transport, and delivery of vehicles.
- 5.16.1 All transportation of vehicles shall be done without additional charge to the County.
- 5.17** Upon return of the finished vehicle, if the County determines that the vehicle was not properly repaired according to accepted industry standards, the County will discuss the matter with the CONTRACTOR for full resolution in the best interest of the County.
- 5.17.1 CONTRACTOR who provides poor quality repair, excessive hidden damage estimates, excessive delays in completing repairs or who is otherwise not in compliance with the terms and conditions of RFQ #10338 may be dropped from the auto body repair service program.
- 5.18** CONTRACTOR shall be responsible for the security and storage of County vehicle(s) at their repair facility.
- 5.18.1 CONTRACTOR(s), at all times, shall fully protect County property entrusted to CONTRACTOR'S care.
- 5.19** CONTRACTOR shall reimburse the County for any and all damages to County property in their care, such as unwarranted wear and tear, acts of vandalism and malicious mischief, any and all physical damages, including acts of commission and/or omission by CONTRACTOR'S employees and others.
- 5.20** CONTRACTOR shall hold and maintain at minimum one of the following certifications:
- I-Car
 - ASA
 - ASE
- 5.21** If any license, permit, or approval is necessary from any agency whatsoever for the service or work to be performed pursuant to the terms and conditions of this Agreement, CONTRACTOR(s) will obtain such approvals at its own expense prior to commencement of said work or service under this Agreement.
- 5.22** CONTRACTOR shall maintain all paint booths in legal compliance with all applicable laws.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of three (3) year(s) with the option to extend the AGREEMENT for two (2) additional one (1) year period(s).
- 6.2 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.
- 6.3 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
 - 6.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
 - 6.3.2 The County is not required to state a reason if it elects not to renew.

7.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

7.1 CONTENT AND LAYOUT:

7.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal or qualification package shall be the same as those identified in the table. Proposals or qualifications packages shall include at a minimum, but not limited to, the following information in the format indicated:

**Proposal or Qualifications Package Layout:
Organize and Number Sections as Follows:**

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES (ATTACHMENT B & C)
Section 4	TECHNICAL ASPECTS OF PROPOSAL
Section 5	PRICING (ATTACHMENT A) & WARRANTY
Section 6	EXCEPTIONS
Section 7	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents**Section 2, Pre-Qualifications/Licensing Requirements:**

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements as set forth in RFQ #10338.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall use ATTACHMENT C – REFERENCE LIST to describe at least 5 projects for which it provided services similar to the scope of work described herein. Please include phone number and email address as the County will conduct reference checks using this information.

CONTRACTORS are requested to include a sample photo album or other examples of "before and after" repair work.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

Section 4, Technical Aspects:

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary to provides services described under RFQ #10338.

Section 5, Pricing & Warranty:

CONTRACTOR shall complete and submit pricing as per ATTACHMENT A – PRICING SHEET attached hereto.

CONTRACTOR shall describe its warranty for services parts provided.

Section 6, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #10338”. Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFQ or AGREEMENT.

Section 7, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

Statement to Service Entire County:

Include a statement acknowledging which of the following locations your company is able to provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Louis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

7.2 ADDITIONAL REQUIREMENTS: To be considered “responsive,” submitted proposals or qualifications packages shall adhere to the following:

- 7.2.1 Four (4) sets of the proposal or qualifications package (one original proposal marked “Original” plus three copies (3) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFQ #10338”. In addition, submit one (2) electronic version of the entire proposal or qualifications package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.

- 7.2.2 Proposals or qualifications packages shall be prepared on 8-1/2" x 11" paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly). Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 7.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 7.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 7.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.
- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal or qualifications package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFQ #10338 and CONTRACTORS COMPANY NAME.**
- 8.2 **Mailing Address:** Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 8.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.

- 8.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal or qualifications packages, or part of any proposal or qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal or qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 8.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 8.7 Compliance: Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 9.2 The selection criteria include, but are not limited to, the following:
- 9.2.1 Ability of the CONTRACTOR(s) to provide the needed products, equipment, and demonstration of direct experience in providing services as described within RFQ#10338.
 - 9.2.2 Ability of the CONTRACTOR(s) to meet all required specifications.
 - 9.2.3 CONTRACTOR's sustained industry reputation for customer satisfaction in meeting specifications, resolving performance problems, providing technical advice and support as required.
 - 9.2.4 Ability to meet timelines.
 - 9.2.5 CONTRACTOR's record of safety and regulatory compliance.
 - 9.2.6 CONTRACTOR's history of reliable, prompt, and thorough services.
 - 9.2.7 Ability of CONTRACTOR to provide services at competitive rates as stated in Attachment A- Price.
 - 9.2.8 CONTRACTOR's compliance with all of County of Monterey requirements, including insurance and indemnification requirements, as detailed in SAMPLE AGREEMENT.
- 9.3 CONTRACTOR shall submit:

- 9.3.1 Fee Schedule per ATTACHMENT A – PRICING SHEET attached hereto.
 - 9.3.2 Business information summary per ATTACHMENT B - GENERAL FIRM INFORMATION
 - 9.3.3 Five (5) Client references per ATTACHMENT C- REFERENCE LIST attached hereto.
 - 9.3.4 Sample photo album or photos of a variety of vehicles before and after repair work.
- 9.4 At the County’s discretion, CONTRACTOR will provide the County an opportunity to inspect CONTRACTOR’S facility and equipment prior to award of the contract.
- 9.5 AGREEMENT award(s) will not be based on cost alone.
- 9.5.1 CONTRACTOR’s history of reliable, prompt, and thorough services.
 - 9.5.2 Ability of CONTRACTOR to provide services at competitive rates.
 - 9.5.3 CONTRACTOR’s compliance with all of County of Monterey requirements, including insurance and indemnification requirements, as detailed in SAMPLE AGREEMENT.
 - 9.5.4 CONTRACTOR’s sustained industry reputation for customer satisfaction in quality of service, in resolving service problems, and providing customer support as necessary.
- 9.6 CONTRACTOR shall submit:
- 9.6.1 Fee Schedule per ATTACHMENT A–PRICING SHEET attached hereto.
 - 9.6.2 Three (3) Client references per ‘ATTACHMENT B - REFERENCES’ attached hereto.
- 9.7 At the County’s discretion, CONTRACTOR will provide the County an opportunity to inspect CONTRACTOR’S facility and equipment prior to award of the contract.

11.0 CONTRACT AWARDS

- 11.1 Multiple Award(s): County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR at the sole discretion of and benefit to County.
- 11.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 11.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR’S responsibility.
- 11.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.5 Notification: Unsuccessful CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.

- 11.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.
- 11.7 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

12.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

13.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the "SAMPLE AGREEMENT SECTION" herein. Submission of a signed bid/proposal and the SIGNATURE PAGE will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the SAMPLE AGREEMENT Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

14.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

15.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION". The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

16.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: Yes No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT. When the CONTRACTOR extends the prices, terms and conditions of this AGREEMENT to other public agencies, the AGREEMENT shall be between CONTRACTOR and the other agencies, and the County shall bear no responsibility or liability for any other AGREEMENTS.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and _____, hereinafter referred to as "CONTRACTOR."

SAMPLE RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFQ #10338) for _____, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

S1.0 PERFORMANCE OF THE AGREEMENT

S1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFQ #10338 and in this AGREEMENT on the terms and conditions contained herein and in RFQ #10338. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFQ #10338 dated _____, including all attachments and exhibits
- Addendum (or Addenda) # _____
- CONTRACTOR'S Proposal dated _____
- AGREEMENT,
- Certificate of Insurance
- Additional Insured Endorsements

S1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S Proposal, RFQ #10338 including all attachments and exhibits, Addendum/Addenda, Certificate of Insurance, and Additional Insured Endorsements.

- S1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- S1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - S1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- S1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

S2.0 SCOPE OF SERVICE

S3.0 TERM OF AGREEMENT

- S3.1 The initial term shall commence with the signing of the AGREEMENT through and including _____, with the option to extend the AGREEMENT for two (2) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- S3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.
- S3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

S4.0 COMPENSATION AND PAYMENTS

- S4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- S4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

- S4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- S4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- S4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- S4.6 Tax:
 - S4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - S4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

S5.0 INVOICES AND PURCHASE ORDERS

- S5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Public Works Department, Fleet Management Division at the following address:

- S5.2 CONTRACTOR shall reference RFQ #10338 on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- S5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- S5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.



S6.0 STANDARD INDEMNIFICATION

S6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

S7.0 INSURANCE REQUIREMENTS

S7.1 Evidence of Coverage:

S7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

S7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

S7.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

S7.3 Insurance Coverage Requirements:

S7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- S7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- S7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- S7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- S7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

S7.4 Other Insurance Requirements:

- S7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

S7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

S7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

S7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

S7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

S8.0 RECORDS AND CONFIDENTIALITY

S8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the

performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

- S8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- S8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- S8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

S9.0 NON-DISCRIMINATION

- S9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- S9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- S9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- S10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County.

CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

- S10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- S10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- S10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

S11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

S12.0 COMPLIANCE WITH APPLICABLE LAWS

- S12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- S12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- S12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

S13.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

S14.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

S15.0 DAMAGE

The CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or his employee while working on the COUNTY's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

SAMPLE

S16.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
 Contracts/Purchasing Officer
 County of Monterey, Contracts/Purchasing
 168 W. Alisal Street, 3rd Floor.
 Salinas, CA 93901-2439
 Tel. No.: (831) 755-4990
 FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:
 Name _____
 Address _____

 Tel. No. _____
 FAX No. _____
 Email _____

S17.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

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ATTACHMENT A – PRICE SHEET

CONTRACTOR Name: _____

CATEGORY	Rate
Labor Hourly Rate	
Painting per hour rate	
Daily storage fee (if applicable)	
Environmental fee <i>[If Applicable]</i>	

- Prices to remain firm for the initial term of Agreement.

[End of Attachment A]

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ATTACHMENT B - GENERAL FIRM INFORMATION

Please prepare a general information summary about your firm which, at a minimum, includes the following:

FIRM NAME AND ADDRESS**YEAR ESTABLISHED**

Enter the year the firm (or branch office, if appropriate) was established under the current name.

OWNERSHIP & TYPE

Include the name of owner or top officer & title of the firm and the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

POINT OF CONTACT

Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

FORMER FIRM NAMES

Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective

EMPLOYEES BY DISCIPLINE

Specify all staff members to include the number of supervisors and employees, their job titles, and their area of specialty, including licenses and/or certifications they may hold.

SHOP CERTIFICATION & LICENSES

List all certifications & licenses which the business maintains

ATTACHMENT B - GENERAL FIRM INFORMATION**SHOP DESCRIPTION**

Explanation of the business operation to include but is not limited to:

- Type of storage yard, onsite, secured/unsecured
- If subcontractors are used and under what circumstances
- Size & number of spray booths
- Type of equipment used for all forms of repair services and to include paint guns & materials
- What steps are taken to protect those portions of a vehicle not to be painted?
- Describe what procedures and methods of operation are in place to minimize damage to the environment
- Does your firm perform wheel alignments when necessary as part of the repair? Are there charges for this service?
- What type of frame straightening capabilities does your firm have?
- What type of welding capabilities does your firm have?
- Does your firm provide after hours business contact?
- Describe your business hours.
- Describe how your firm manages hazardous waste & materials

LITIGATION HISTORY

Describe any litigation to which the firm has been a party in the most recent five year period. Please include the following details:

- 1) Name of case,
- 2) Date filed,
- 3) Court in which filed,
- 4) Judgment or result.

NOTICE OF VIOLATIONS

Describe any Notice of violations of any applicable laws governing your business and how they were resolved

[End of Attachment B]

ATTACHMENT C- REFERENCE LIST

NAME OF CONTRACTOR: _____

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies) to include the information listed below.

COMPANY: _____

Contact Person: _____

E-MAIL: _____

Address: _____

(City) (State) (Zip)

Telephone: _____

Include a brief description of the services provided:

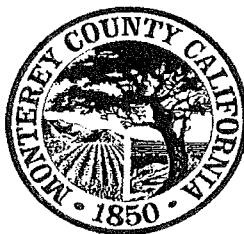
[End of Attachment C]

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SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFQ # 10338
ISSUE DATE: December 29th, 2011



RFQ #10338 AUTO BODY REPAIR SERVICES

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY 3:00 P.M., LOCAL TIME, ON Wednesday February 8, 2012

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
168 W. ALISAL STREET, 3rd FL.
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO Jaime Ayala, Deputy Purchasing Agent/Buyer II, AyalaJ@CO.MONTEREY.CA.US, (831) 755 - 4998

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

Section - 1

**Salinas Collision Repair
Gary Bloxham, Manager
1150 Auto Center Circle
Salinas, Ca 93907
Phone: (831) 444-4459
Fax: (831) 443-2039**

**Jaime Ayala
Deputy Purchaser Agent/Buyer II
168 W. Alisal St. 3rd Floor
Salinas, Ca. 93901-2439**

Dear Mr. Ayala,

Salinas Collision Repair, a corporation is applying to be a contractor for County of Monterey to do auto body repairs services by reference #10338. The company is owned by Salinas Valley Ford and has been in business for over 50 years.

Sincerely,



**Gary Bloxham
Manager**

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION



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CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

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I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: SALINAS Collision Repair Date 2-6-12

Signature: Gary Bloxham Printed Name: GARY BLOXHAM

Street Address: 1150 Auto Center Circle

City: SALINAS State: CA Zip: 93907

Phone: (831) 444 4459 Fax: (831) 443-2039 Email: GARY BLOXHAM@SALINACVALLEY
FORD.COM

License No. (If applicable): _____

License Classification (If applicable): _____

Table Of Contents

Section – 1	Cover Letter Signature Page
Section – 2	Pre – Qualifications
Section – 3	Project Experiences & References (Attachments B&C) Violations
Section – 4	Technical Aspects of Proposal
Section – 5	Pricing (Attachment A) Warranty (Attachment B)
Section – 6	Exceptions
Section – 7	Appendix

Section – 2

Salinas Collision Repair proposal is inclusive of all elements necessary to provide services described under RFQ #10338 throughout Monterey County.

Licensing as follows:

- 1. Bureau of Automotive Repair**
License # ARD00135418
#AK135418
- 2. Monterey County Environmental Health Div.**
Facility # FA0816153
- 3. Environmental Protection Agency**
License # CAR000069005
- 4. I-CAR Gold Class # 18978**
- 5. City of Salinas License # 908**
- 6. Monterey County License # FA0816153**
- 7. State of California Tax ID # SRARC26095157**

Section – 3

Attachments:

B- General Firm Information

C- Reference List

Photos of before and after repairs

Violations:

To the best of our knowledge there have been no permit violations to the Salinas Collision Repair.

ATTACHMENT C- REFERENCE LIST

NAME OF CONTRACTOR: Salinas Collision Repair

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies) to include the information listed below.

COMPANY: MARINA Police Dept.

Contact Person: Mike

E-MAIL: _____

Address: 211 Hillcrest Ave

MARINA CA 93933
(City) (State) (Zip)

Telephone: 831 212 5426
831-884-1212

Include a brief description of the services provided:

Body and Paint work

[End of Attachment C]

ATTACHMENT C- REFERENCE LIST

NAME OF CONTRACTOR: Salinas Collision Repair

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies) to include the information listed below.

COMPANY: Salinas Police Dept.

Contact Person: Jessie

E-MAIL: _____

Address: 200 Lincoln St

Salinas CA 93901
(City) (State) (Zip)

Telephone: 831-970-9736
831-758-7297

Include a brief description of the services provided:
Body, Frame, Paint work

[End of Attachment C]

ATTACHMENT C- REFERENCE LIST

NAME OF CONTRACTOR: Salinas Collision Repair

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies) to include the information listed below.

COMPANY: G.S.A. Ft. Hunter Leggett

Contact Person: Dave Miers

E-MAIL: _____

Address: Jolon Rd.

<u>Jolon</u>	<u>CA</u>	<u>93928</u>
(City)	(State)	(Zip)

Telephone: 831.320.3176

Include a brief description of the services provided:

Body Frame paint work

Water leaks

[End of Attachment C]

ATTACHMENT C- REFERENCE LIST

NAME OF CONTRACTOR: Salinas Collision Repair

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies) to include the information listed below.

COMPANY: CALIFORNIA Lottery

Contact Person: MONA SANDERS

E-MAIL: _____

Address: 2489 Industrial Parkway West
Hayward CA. 94545
(City) (State) (Zip)

Telephone: 510-670-4631

Include a brief description of the services provided:

Body, FRAME and Paint work

[End of Attachment C]



ATTACHMENT C- REFERENCE LIST

NAME OF CONTRACTOR: Salinas Collision Repair

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies) to include the information listed below.

COMPANY: Presidio of Monterey

Contact Person: Rhonda Gybson

E-MAIL: _____

Address: IMWE - POM - NWC

Presidio of Monterey CA 93944
(City) (State) (Zip)

Telephone: 831 242-5530

Include a brief description of the services provided:

Body and Paint work

[End of Attachment C]

ATTACHMENT C- REFERENCE LIST

NAME OF CONTRACTOR: SALINAS Collision Repair

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies) to include the information listed below.

COMPANY: CALIFORNIA Highway Patrol

Contact Person: Anita

E-MAIL: _____

Address: 960 E. Blanco Rd.

SALINAS CA 93901
(City) (State) (Zip)

Telephone: 831-796-2100

Include a brief description of the services provided:

Paint, Frame, & Body work

[End of Attachment C]

ATTACHMENT C- REFERENCE LIST

NAME OF CONTRACTOR: Salinas Collision Repair

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies) to include the information listed below.

COMPANY: CAI Fire

Contact Person: Mike Stebens

E-MAIL: Mike.stebens@Fire.CA.gov

Address: 2221 Garden Rd

Monterey CA. 93940
(City) (State) (Zip)

Telephone: 831-601-2330

Include a brief description of the services provided:

Paint & Body work

[End of Attachment C]

ATTACHMENT C- REFERENCE LIST

NAME OF CONTRACTOR: SALINAS Collision Repair

Provide a list of at least five (5) customers for whom you have recently provided similar services (preferably California State or local government agencies) to include the information listed below.

COMPANY: CAL TRANS

Contact Person: Allen

E-MAIL: _____

Address: 850 Eluce Dr

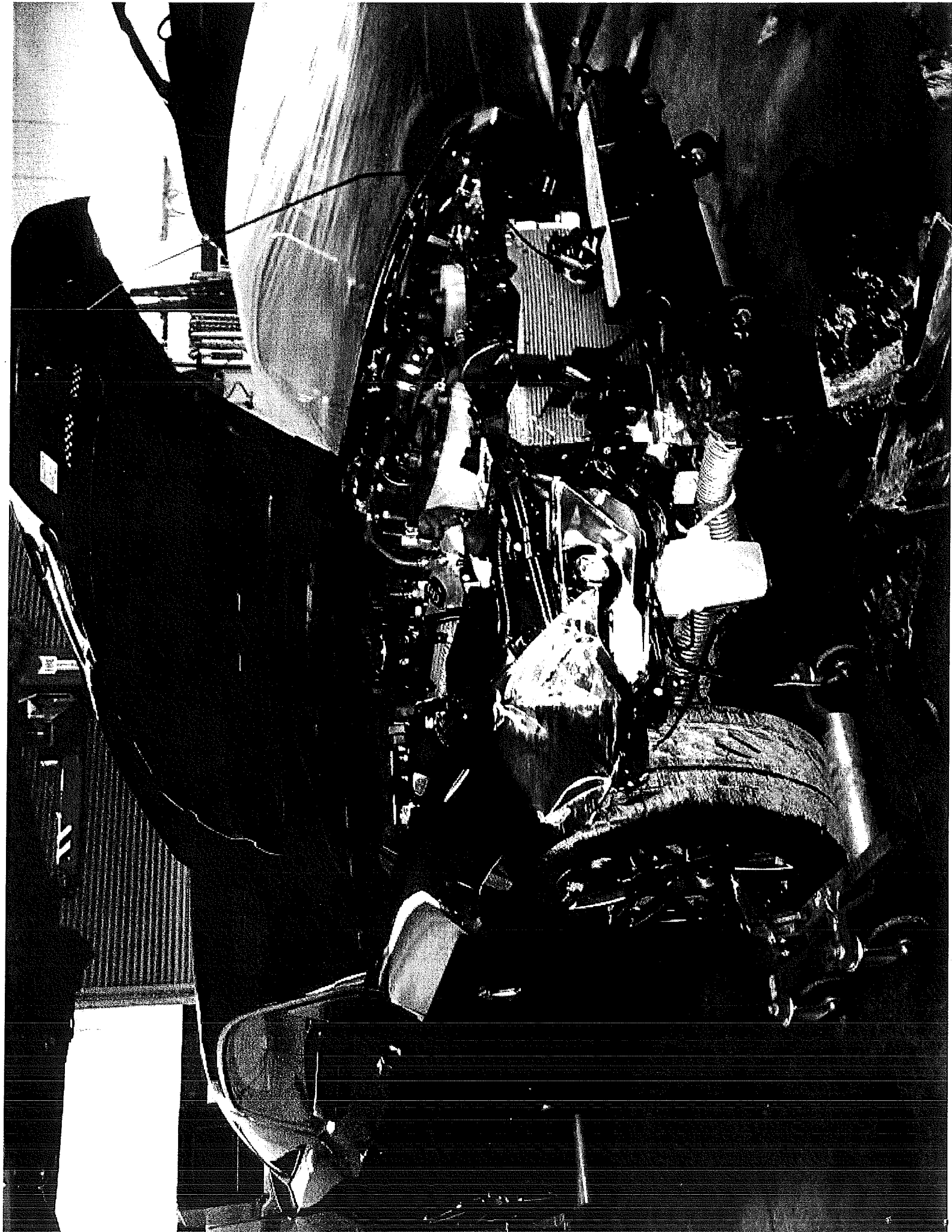
SALINAS CA 93901
(City) (State) (Zip)

Telephone: 831-783 3027

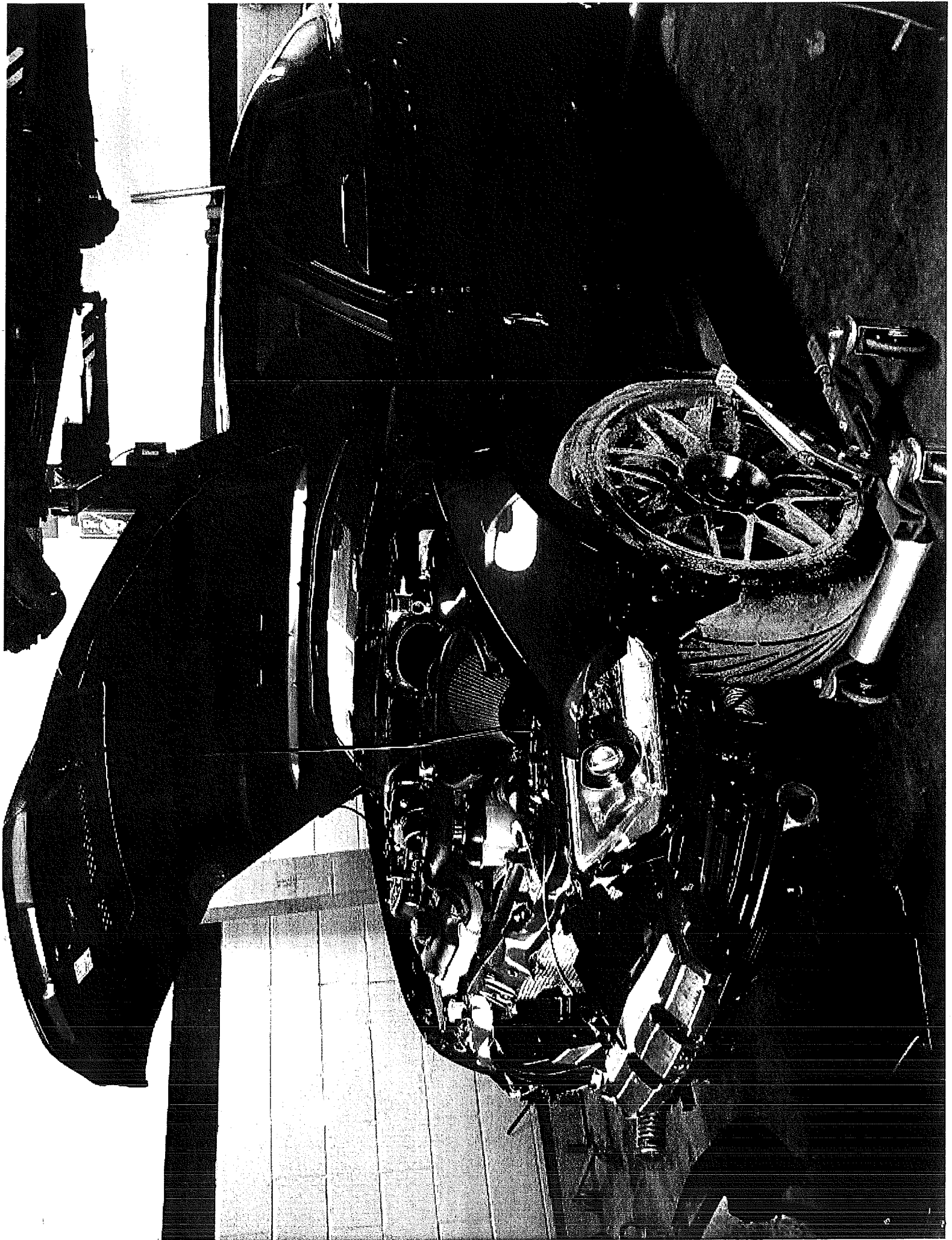
Include a brief description of the services provided:

Paint and Body work

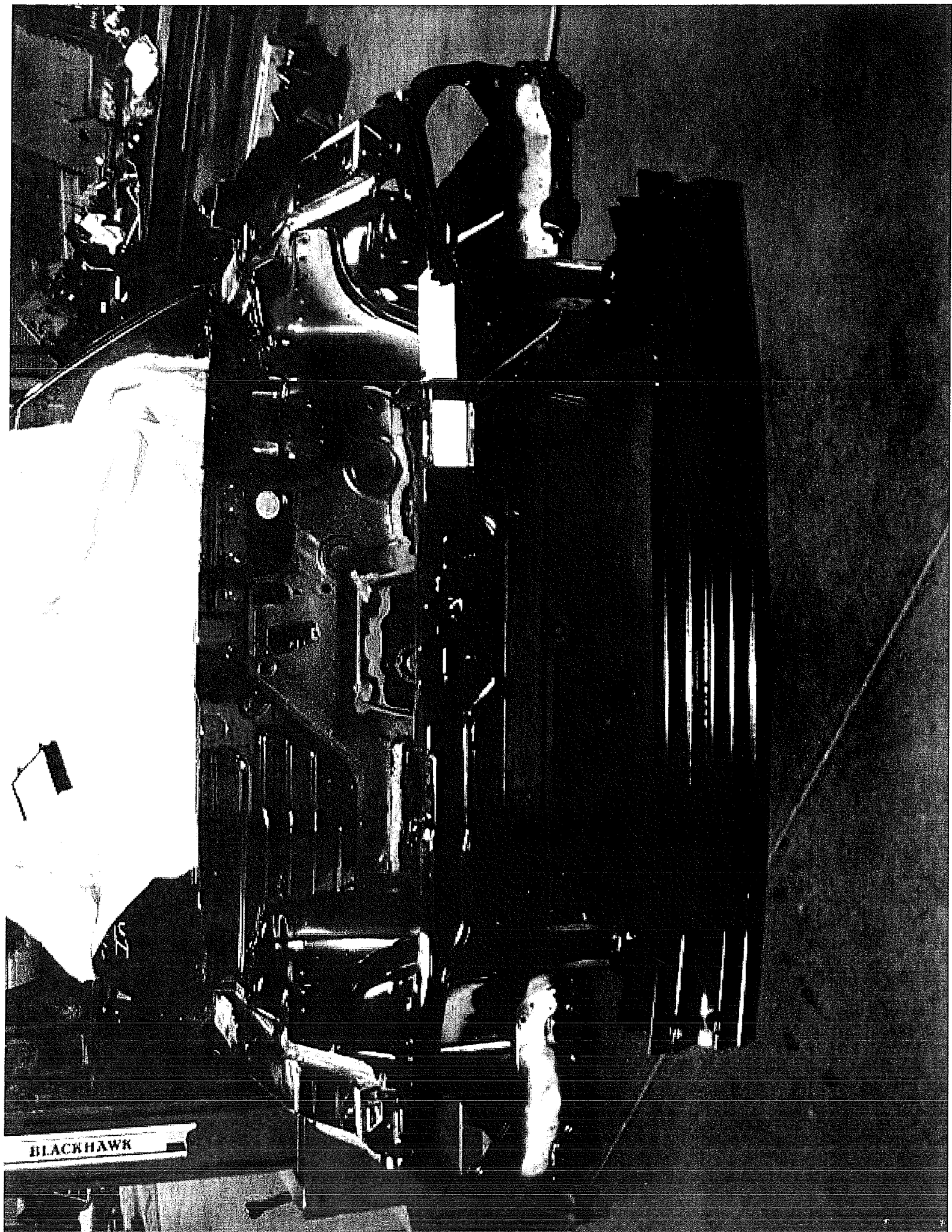
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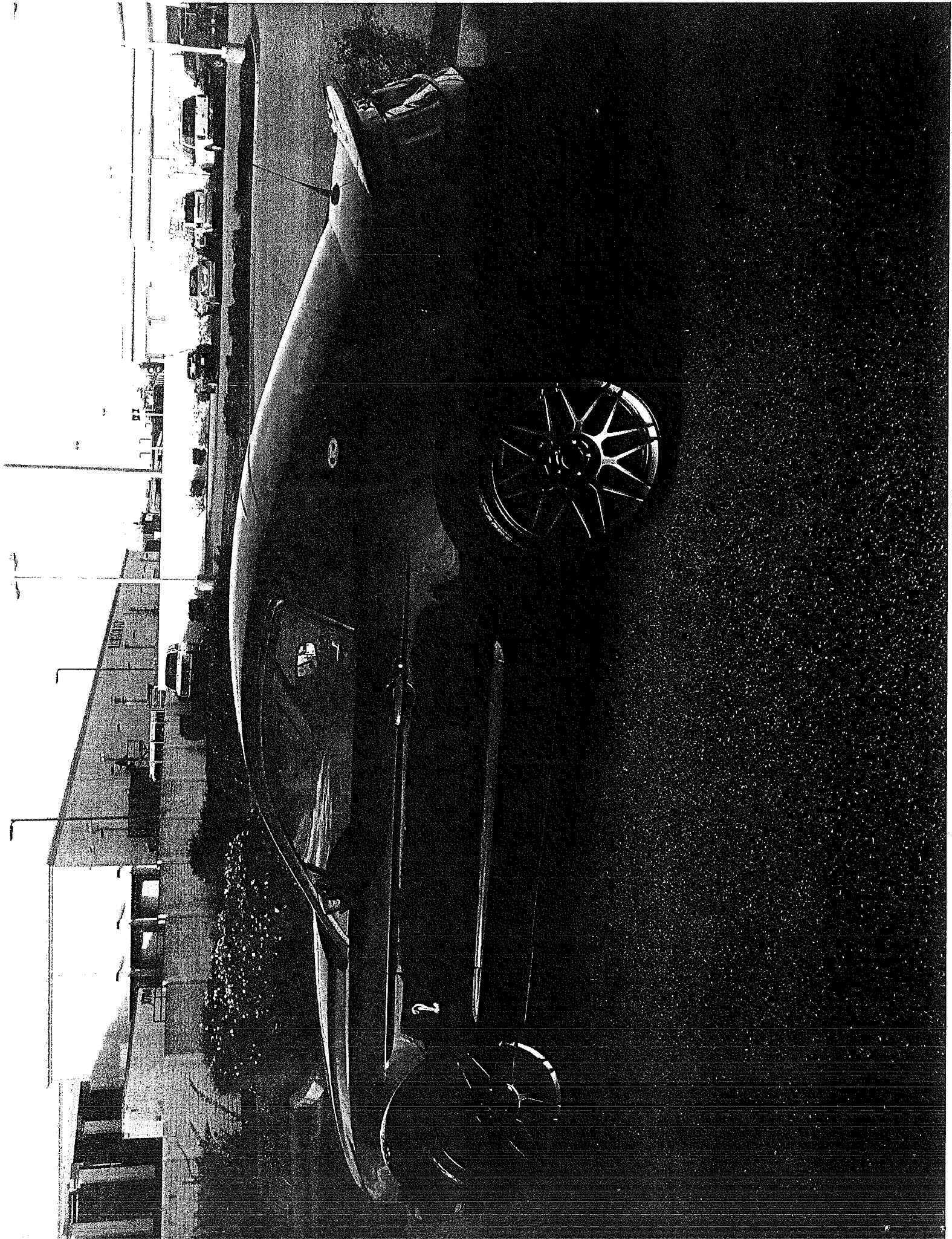


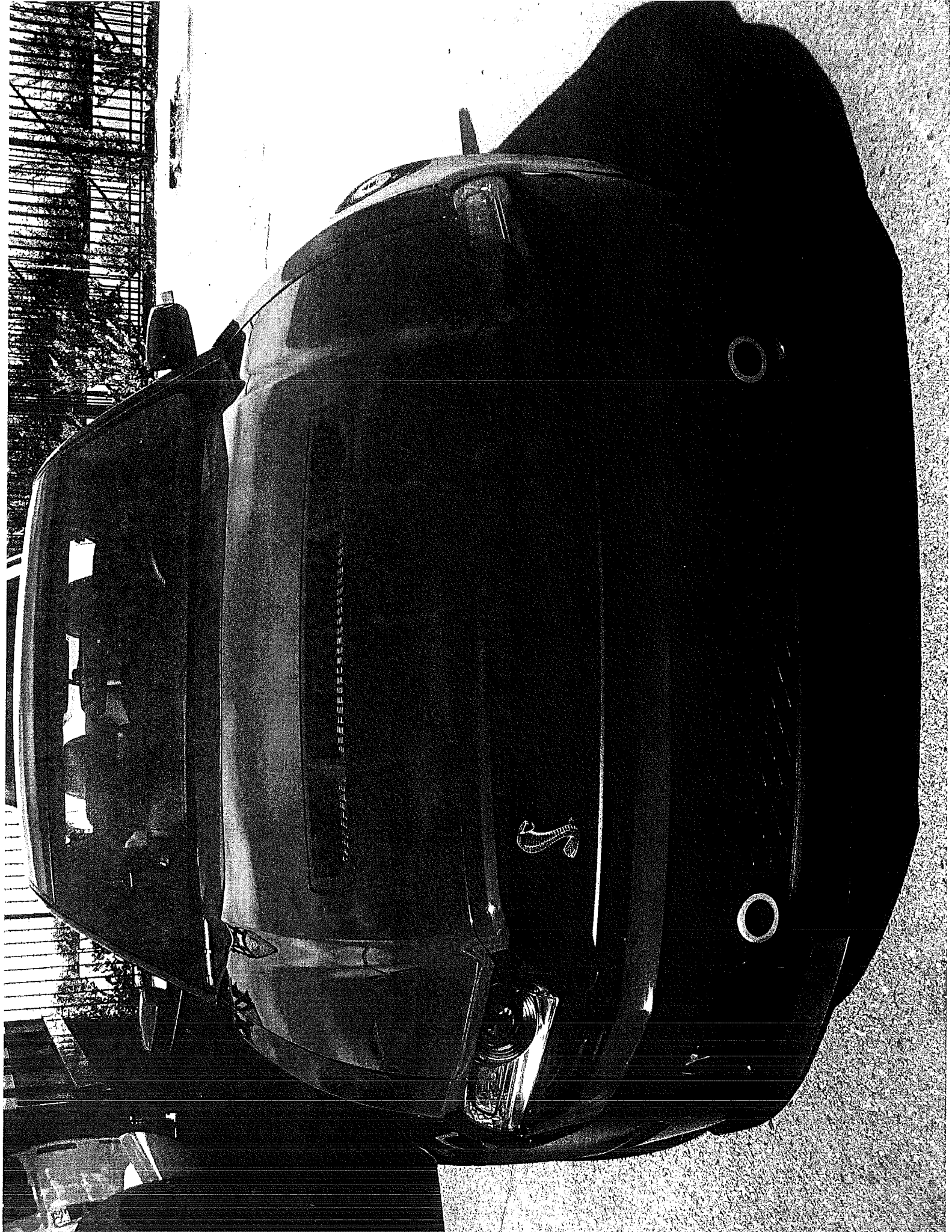


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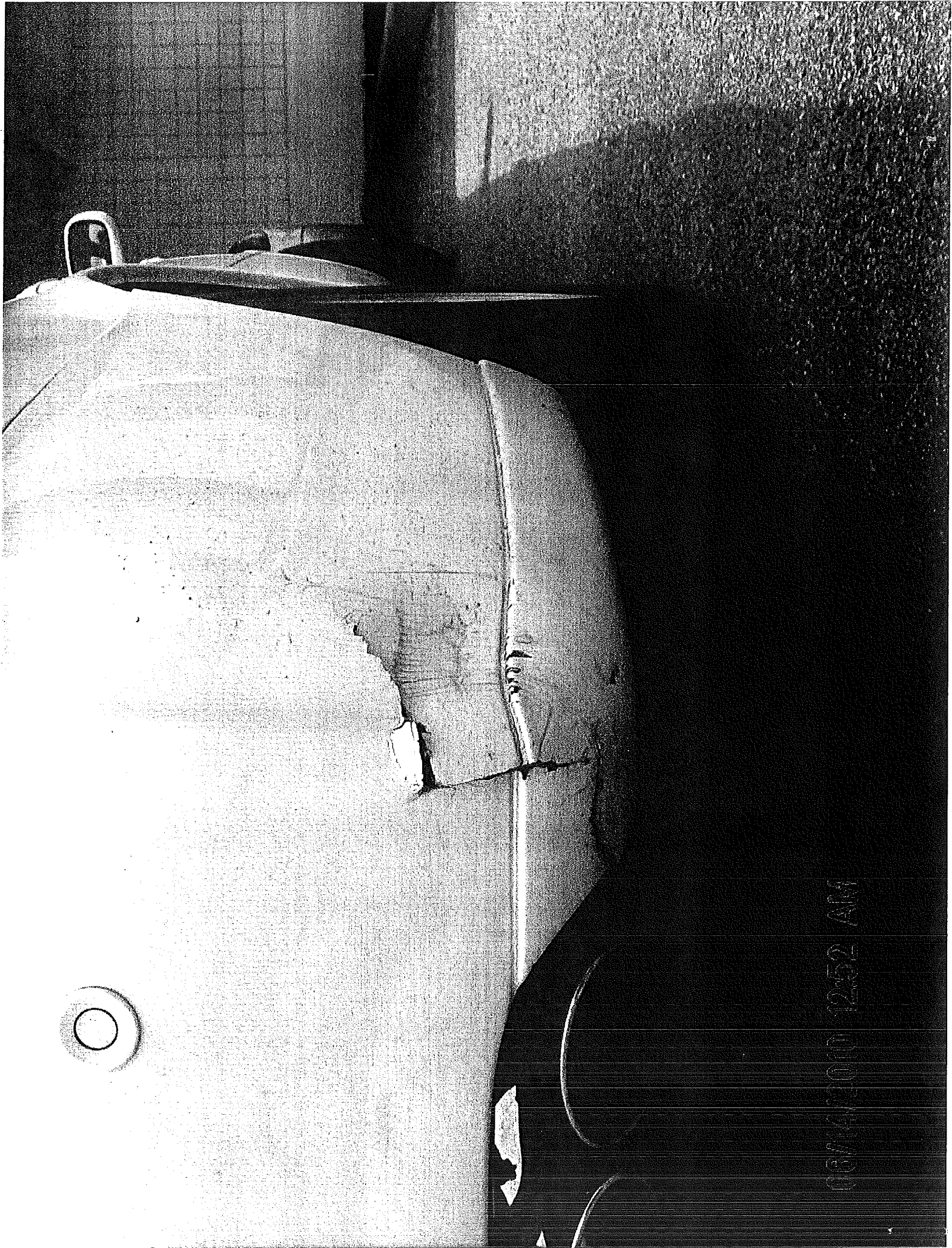




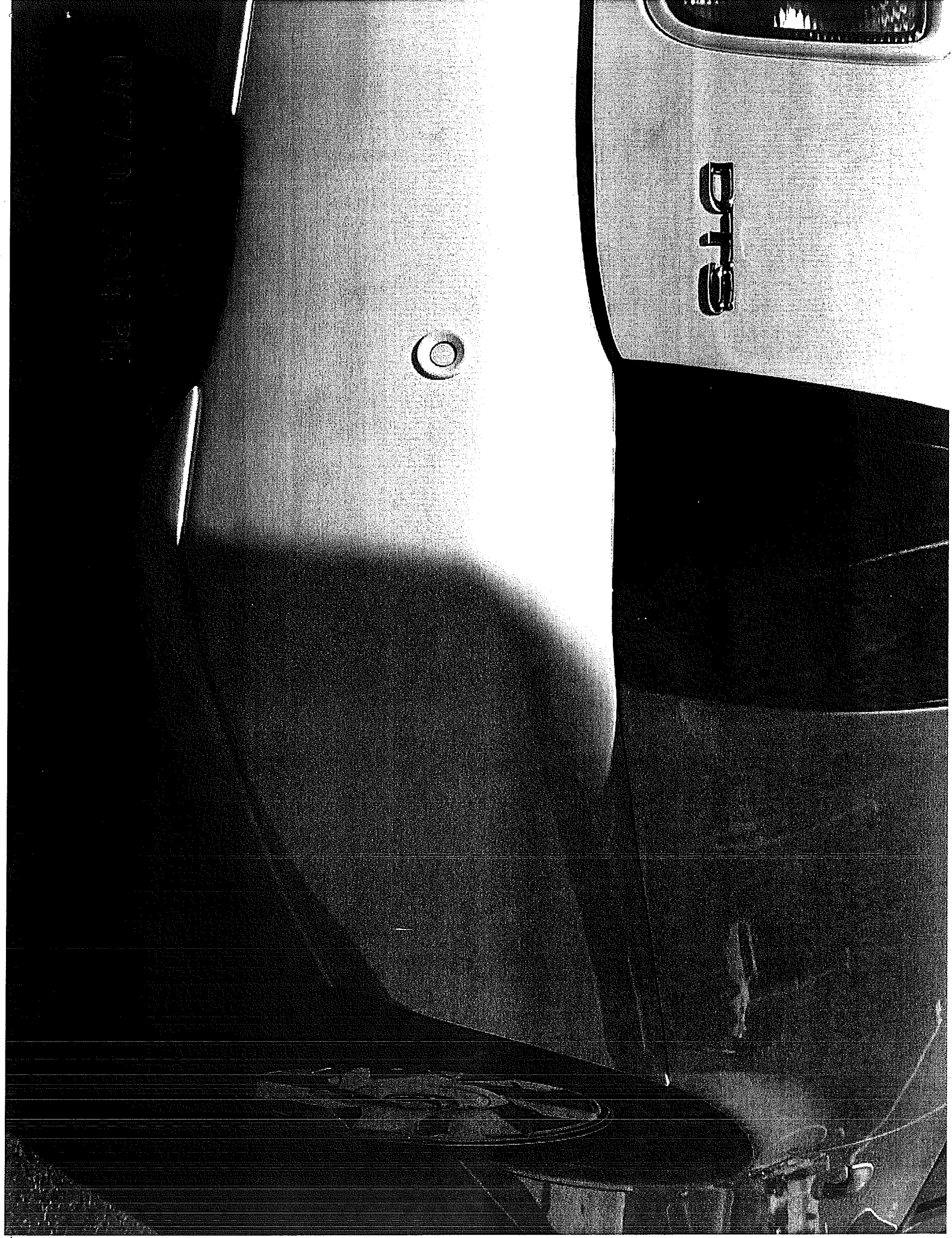




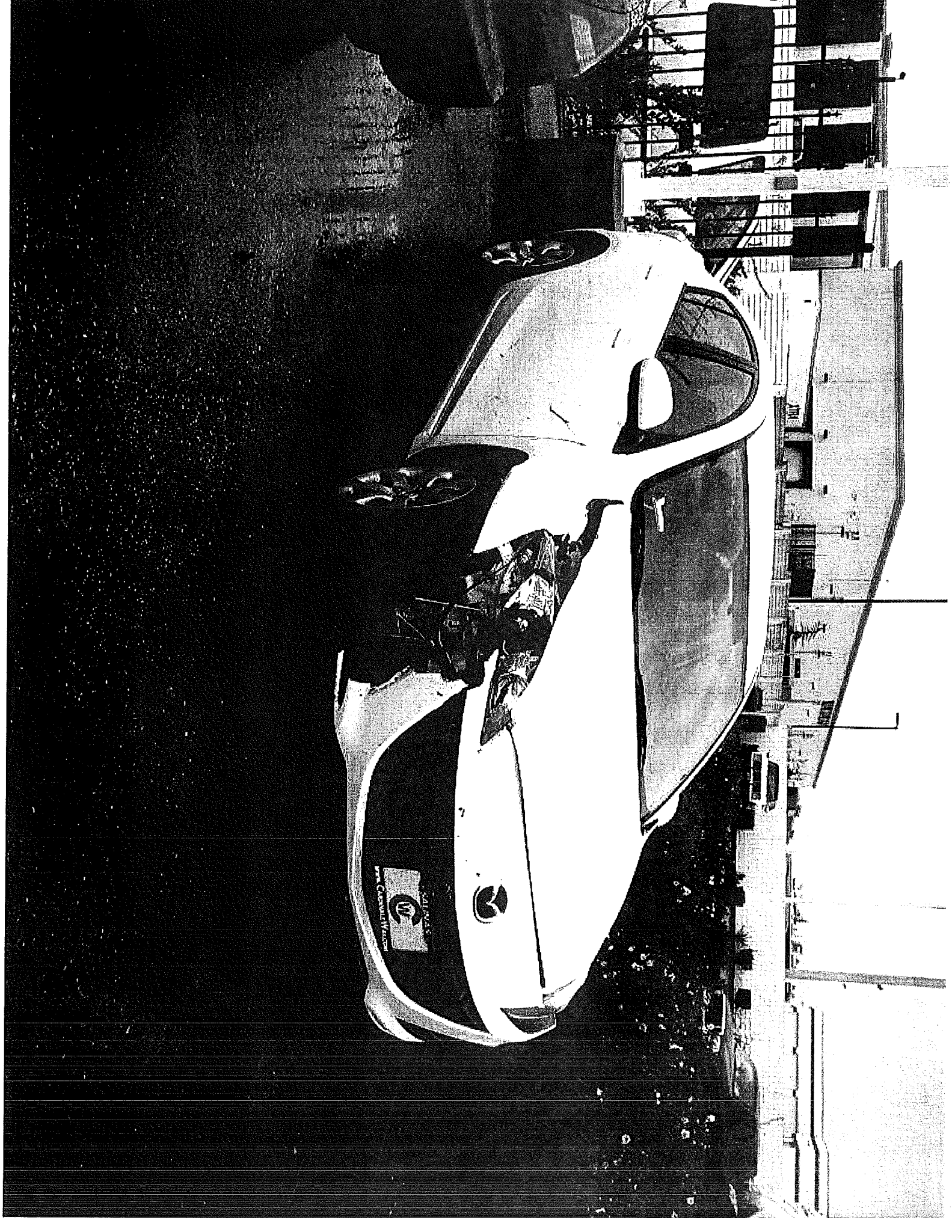




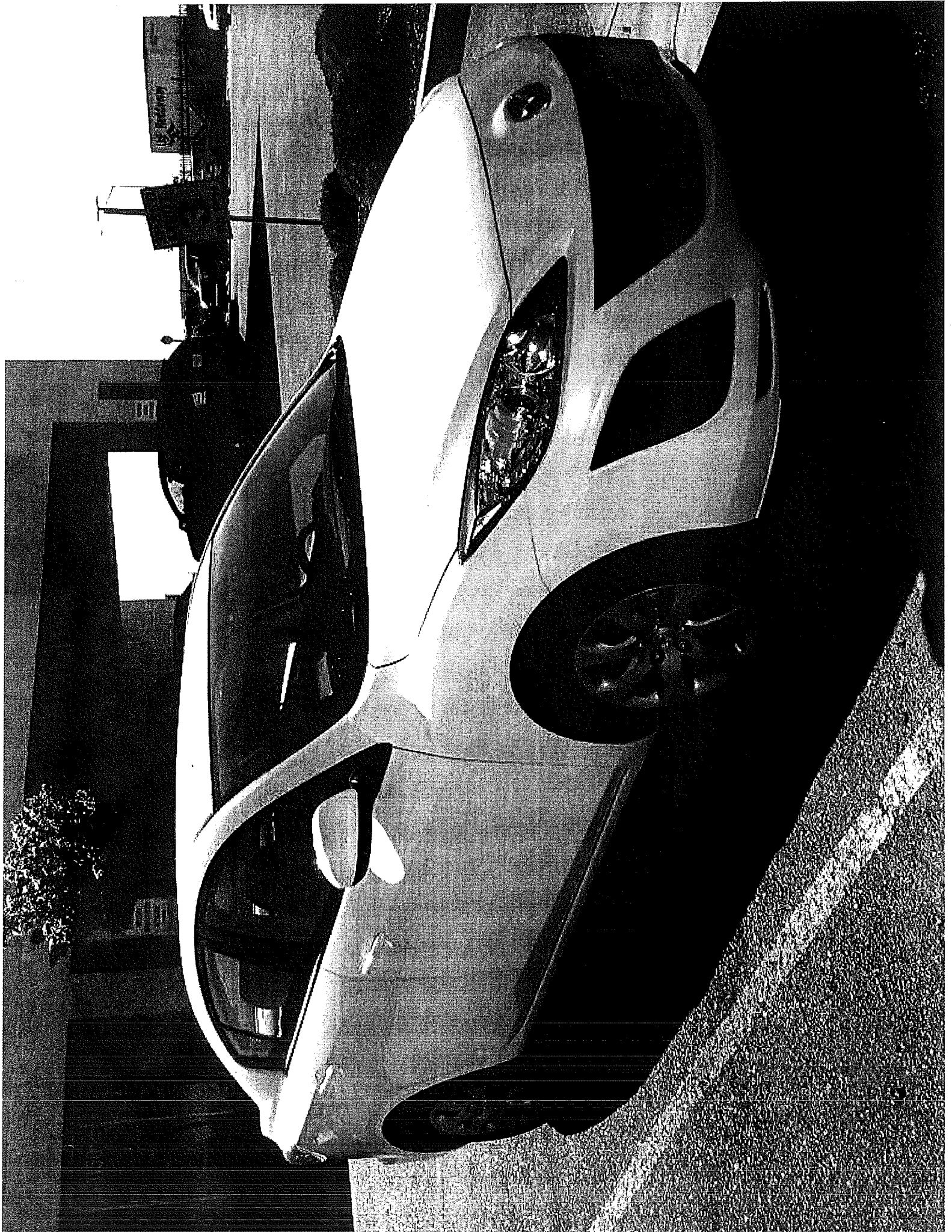
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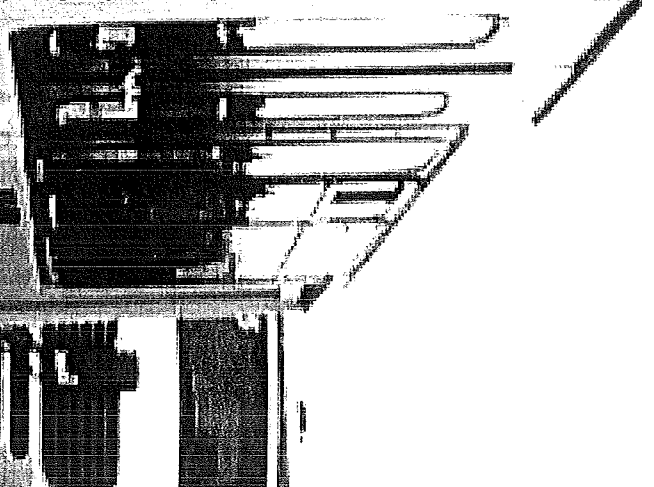


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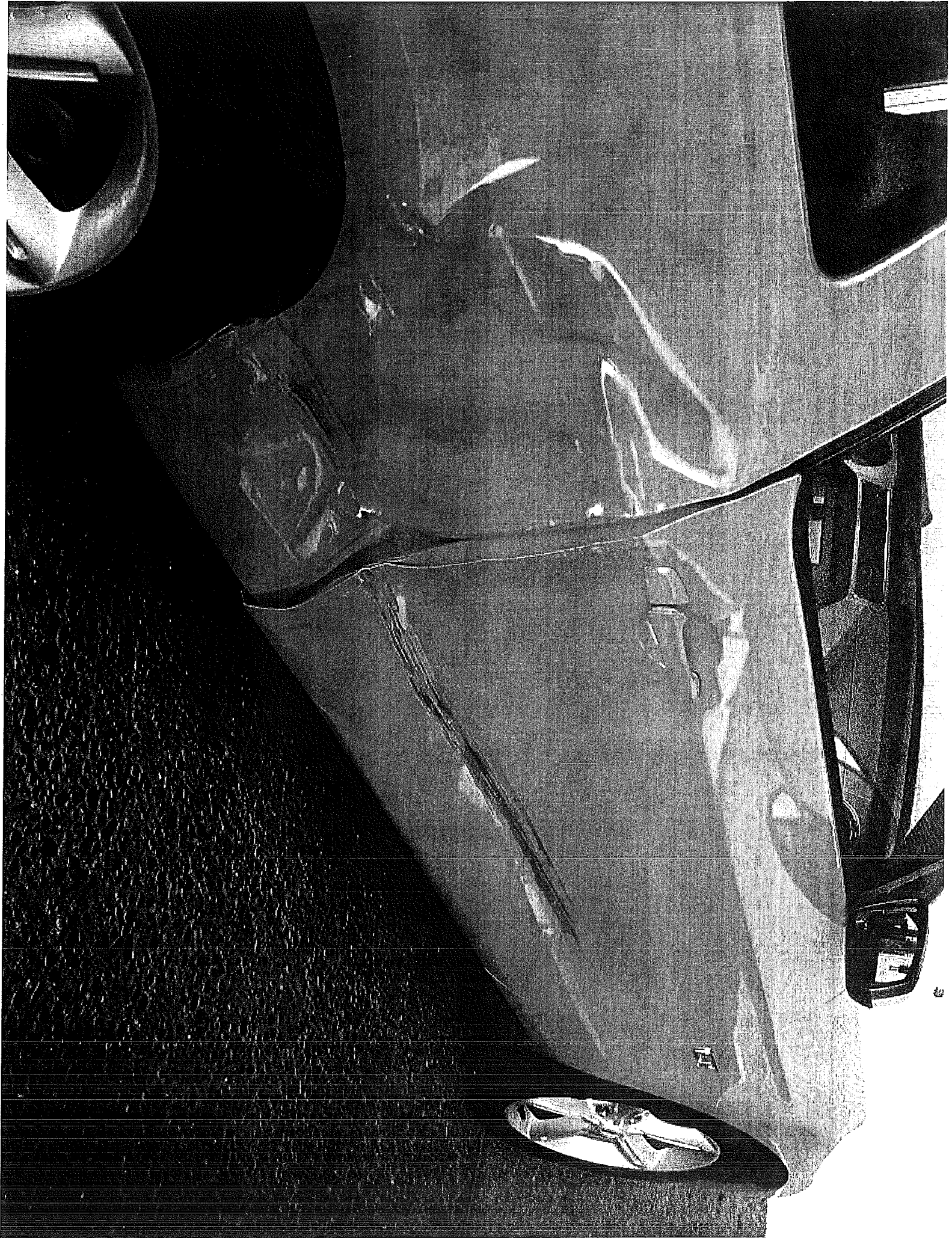
www.mst.org

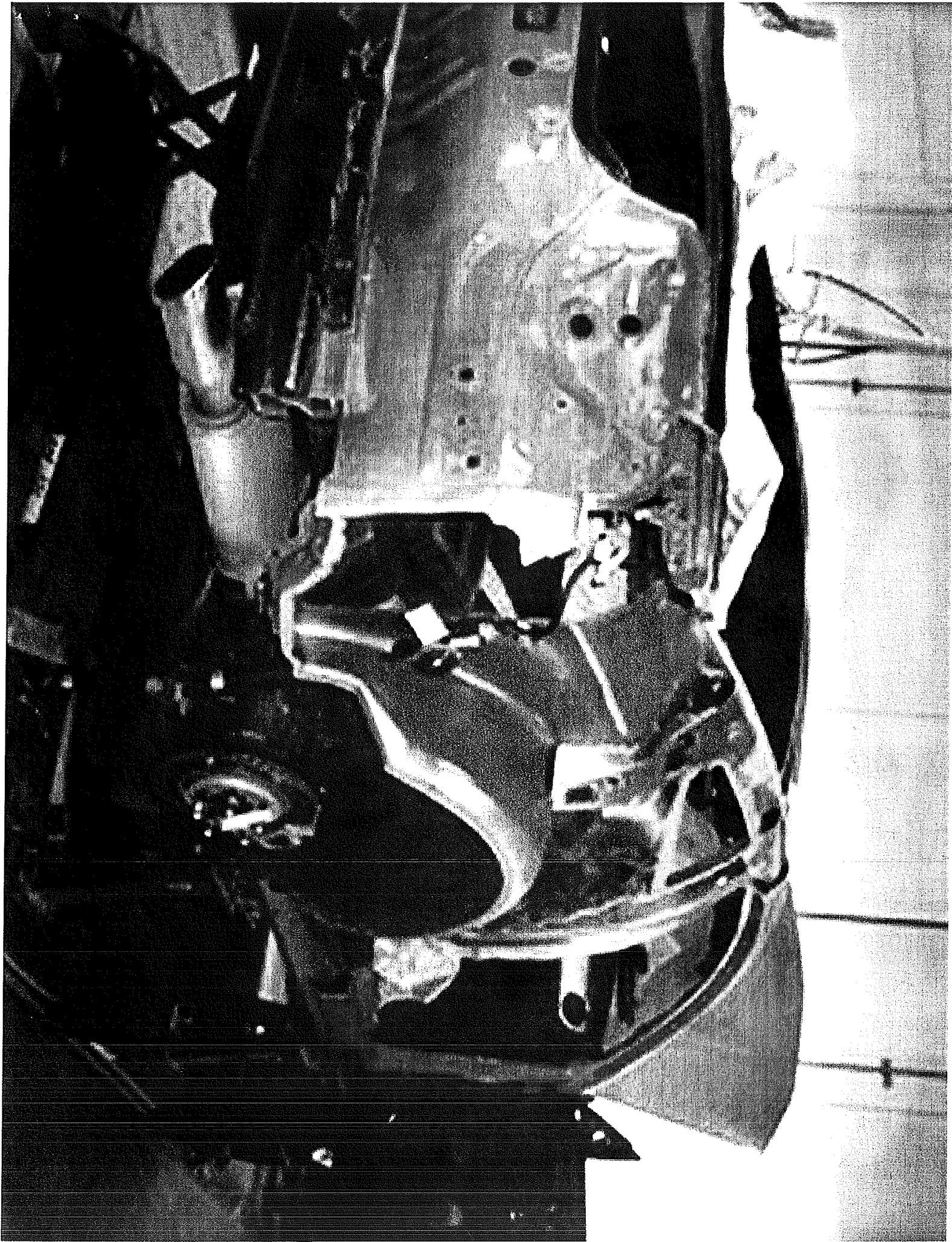
CONTECH SALES / PRANSI

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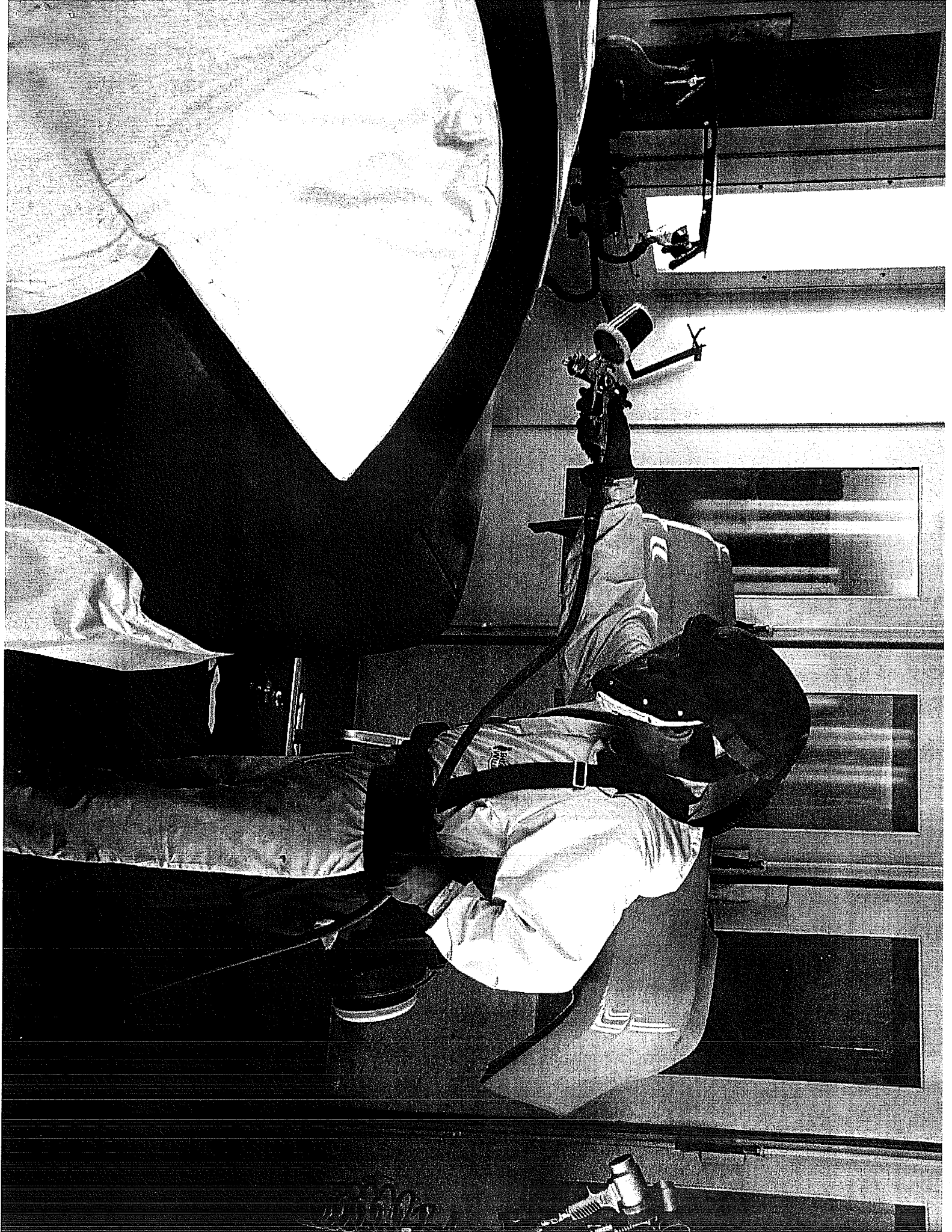




SALINAS COLLISION REPAIR



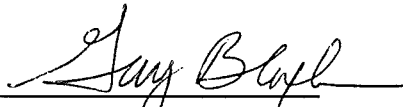
PAINTING, PDR
COLLISION REPAIR
BODY REPAIR
ESTIMATES



Section – 4

Please see appendix A

This proposal is inclusive of all elements necessary to provide services described under RFQ #10338



Gary Bloxham
Manager

SALINAS COLLISION REPAIR SHOP PROFILE

General Information

Located in the Salinas Auto Mall
1150 Auto Center Circle
Salinas, Ca 93907
831-444-4459 Fax: 831-443-2039
Email – collisionrepair@salinasvalleyford.com

Organization Information

Salinas Collision Repair is a part of Salinas Valley Ford Lincoln. The company has been in business for over 50 years. Mr. Ron Frieberg is president and owner of the business, buildings and property. Salinas Collision Repair has been at this new location since March of 2000. Gary Bloxham has been the bodyshop manager since 1980. Direct phone: 831-444-4456 Email: garybloxham@salinasvalleyford.com Office personnel consists of: Receptionist, 2 estimators, 1 shop foreman and 1 parts person. Customer service and estimators are Spanish speaking. Enterprise Car Rental is next door to the office. Hertz Rental is in the Auto Mall. There is a courtesy shuttle within the dealership. Management has been trained in anti-discrimination and anti-sexual harassment. Rules apply to staff and customers. It is our goal to keep our customers completely satisfied.

Equipment

- 4 Blackhawk frame racks
- 2 Blackhawk Shark three dimensional frame measuring tools
- 2 Mig welders, 1 Saitek resistance welder
- 1 Twin post lift, 2 portable lift to raise the vehicles
- Drop down vacuum systems to keep cars and work area dust free.
- Oxy-acetylene welder and cutters
- Electric pin dent pulling tools
- 2 Heated Blowtherm downdraft booths
- 2 Heated Blowtherm downdraft prep stations
- 1 Cut in bay prep station
- Paint mixing room
- Sherwin Williams water base paint is being used and mixed here.

Shop Facility Details

- Open for business Monday through Friday 8:00am to 4:30pm. or by appointment.
- 20,000 Square foot working area.
- Secured storage area.
- Inside storage by arrangement.
- Salinas Collision Repair is a non union shop. Customer Satisfaction is rated by Autochex consistently in the upper 90%. There is an area provided for drive in claims. Estimating area is covered with ample customer parking and customer waiting area. Each job is sent through the repair process with a check off sheet in order to control quality in every step of the repair. The shop foreman does a final check with the estimator at the end of the job.

Warranty

Salinas Collision Repair takes great care to insure for one year that every repair meets our standards for quality. Salinas Collision Repair guarantees to repair, free of charge, and defects in workmanship of repairs stated on the repair invoice, unless caused by or damage resulting from unreasonable use, maintenance, or care of the vehicle. This guarantee covers labor only. Separate manufacturer's warranties may cover parts. Paint has a limited life time warranty covering defects of peeling, cracking, crazing, extensive loss of gloss. Defects not covered are rust, chips, scratches or abuse to the finish. See Refinish Limited Guaranty for more details. Standard wheel alignment is warranted for 30 days or 3,000 miles from delivery. Wheel alignments done to vehicles with after market wheels and tires or modified suspension do not have any alignment warranty.

To obtain service under this warranty, return the vehicle to Salinas Collision Repair with your warranty certificate, a copy of the repair invoice, and a written list of the specific problems.

This warranty is automatically VOID and will not be honored if any portion of payment for covered repairs is not collectable, and/or stopped by maker or card holder.

This warranty is non-transferable and may only be exercised by the party owning the vehicle at the time repairs were performed, and only through Salinas Collision Repair.

This written warranty shall be null and VOID if the repair is altered, adjusted or tampered with by an person not authorized by the above named shop.

All parts are new UNLESS otherwise noted.

Operational Information

All three estimating systems are used Mitchell, Audatex and CCC One.

The management system used is Rome Complete shop.

Estimators use Performance Claims, Process claims and NuGen to complete communication with insurance company.

Posted labor rate is \$70. Mechanical rate is \$100.

Airbags, alignment, air conditioning and alarms are done internally and sublet. Towing is all sublet.

The shop is a Green shop. The programs include recycling use paint, bumpers, sheetmetal and cardboard.

Regular shop and daily production meeting are held.

Employee Education

Continuing education and certifications are an on going policy at Salinas Collision Repair for managers and staff. Nine technician trained and certified by I-Car and venders. All structural technicians are I-Car welding certified. Painters and helpers are trained by Sherwin Williams Paint Co. and I-Car.

The average length of employment of technical staff is 18 years. The average length of employment of painters is 6 years.

OE certified by Ford, Toyota and Hybrid vehicles. Skilled in all types of collision repair, body, heavy frame, painting, custom painting, trucks, dry box vans, and fabrication.

The only collision repair facility in the Salinas Auto Mall repairing all makes and models.

I-Car Gold Shop #18978

Business License Numbers

City License # 908 County License # FA0816153 State Tax ID# SRARC26095157

Fed Tax ID# 94-1453941 EPA# CAR 000069005

B.A.R./Automotive Authority AK-135418

Insurance and Banking

General Liability: Zarich Policy Number: 266171 Limits: \$10,000,000.00

Garage Keeper Liability: Zarich Policy Number: 266171 Limits: \$10,000,000.00

Workers Compensation: AD Comp Policy Number: 2011-SI182

Banking Affiliation: Pinnacle Bank 1368 S. Main St.
Salinas, CA 93901
831-422-0400

Rabobank 301 Main St.
Salinas, Ca 93901
831-422-6642

Section – 5

Please see attachments.

ATTACHMENT A – PRICE SHEET

CONTRACTOR Name: SALINAS Collision Repair

CATEGORY	Rate
Labor Hourly Rate	\$ 70.00
Painting per hour rate	\$ 70.00
Daily storage fee (if applicable)	\$ 50.00
Environmental fee <i>[If Applicable]</i>	\$ 3.00

- Prices to remain firm for the initial term of Agreement.

[End of Attachment A]

Warranty

Salinas Collision Repair takes great care to insure for one year that every repair meets our standards for quality. Salinas Collision Repair guarantees to repair, free of charge, and defects in workmanship of repairs stated on the repair invoice, unless caused by or damage resulting from unreasonable use, maintenance, or care of the vehicle. This guarantee covers labor only. Separate manufacture's warranties may cover parts. Paint has a limited life time warranty covering defects of peeling, cracking, crazing, extensive loss of gloss. Defects not covered are rust, chips, scratches or abuse to the finish. See Refinish Limited Guaranty for more details. Standard wheel alignment is warranted for 30 days or 3,000 miles from delivery. Wheel alignments done to vehicles with after market wheels and tires or modified suspension do not have any alignment warranty.

To obtain service under this warranty, return the vehicle to Salinas Collision Repair with your warranty certificate, a copy of the repair invoice, and a written list of the specific problems.

This warranty is automatically VOID and will not be honored if any portion of payment for covered repairs is not collectable, and/or stopped by maker or card holder.

This warranty is non-transferable and may only be exercised by the party owning the vehicle at the time repairs were performed, and only through Salinas Collision Repair.

This written warranty shall be null and VOID if the repair is altered, adjusted or tampered with by an person not authorized by the above named shop.

All parts are new UNLESS otherwise noted.

Section – 6

Section 5.15, 5.16.1 page.9 of 37

Vehicles that can be driven will be picked up and delivered by the Salinas Collision Repair. Vehicles that need to be towed into the shop will be charged to the County at invoice of the towing company.

Accepted

Rec'd
1/29/13
llh

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 01/29/13

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 323
Owatonna, MN 55060
Phone: 1-888-333-4949

INSURED
SALINAS VALLEY FORD SALES (A CORP)
1100 AUTO CENTER CIRCLE
SALINAS CA 93907

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OF
FEDERATED SERVICE INSURANCE COMPANY

COMPANY B

COMPANY C

COMPANY D

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. CTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROCT				GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG. \$ PERSONAL & ADY INJURY \$ EACH OCCURRENCE \$ HBL DAMAGE - ANY ONE PER \$ MED EXP INRY OR PERSON \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMMER. SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	9084241	08/01/12	08/01/13	AUTO ONLY - EA ACCIDENT \$ 500,000 OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ 500,000 AGGREGATE \$ 1,000,000
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9084243	09/01/12	08/01/13	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS AND <input type="checkbox"/> INCL <input type="checkbox"/> EXC.				INC. SEPAR. FROM LIMITS BY \$ EL. EACH ACCIDENT \$ EL. DISEASE - FUNDY LIMIT \$ EL. DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, SPECIAL ITEMS
COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE
ADDITIONAL INSURED FOR GARAGE LIABILITY.

NONCONTRIBUTORY OVER OTHER INSURANCE.

INSURANCE PROVIDED BY THE GARAGE LIABILITY IS PRIMARY AND

CERTIFICATE HOLDER
280092
COUNTY OF MONTEREY
CONTRACT PURCHASING DIVISION
168 W ALISAL ST FL 3RD
SALINAS CA 93901-2439

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jeffery S. Cotton
V.P. OPERATIONS
ACORD CORPORATION 1988

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that the insurance provided by any additional insured endorsement is primary when primary coverage is required in a written contract. We will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract. For coverage to apply, the written contract must have been executed prior to the occurrence of "loss".

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CA-F-120 (01-11)

Policy Number: 9084241

Transaction Effective Date: 01-16-2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE PART

INSURED:

SALINAS VALLEY FORD SALES (A
CORP)
1100 AUTO CENTER CIRCLE
SALINAS CA 93907

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND
EMPLOYEES

FEDERATED MUTUAL INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

Additional Insured Name and Address:

COUNTY OF MONTEREY
CONTRACT PURCHASING DIVISION
168 W ALISAL ST FL 3RD
SALINAS CA 93901

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CA-F-75 (05-92)

Policy Number: 9084241

Transaction Effective Date: 01-16-2013



CERTIFICATE OF LIABILITY INSURANCE

SALIN-1 *llw* 2/4/13 OP ID: DH

DATE (MM/DD/YYYY)
02/03/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sorcl Insurance Brokerage, Inc License #0G81317 409 Alberto Way Suite 7 Los Gatos, CA 95032	Phone: 408-356-3399	CONTACT NAME:
	Fax: 408-356-3396	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Public Service Mutual	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

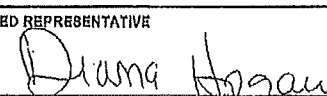
INSURED Salinas Valley Ford, Inc.
1100 Auto Center Circle
Salinas, CA 93907

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADJ INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A WC 048973 13	01/01/2013	01/01/2014	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER County of Monterey Contracts/ Purchasing Division Candace Mangement Analyst 168 W. Alisal St, 3rd Fl Salinas, CA 93901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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