

**AGREEMENT BETWEEN COUNTY OF MONTEREY AND FENDER MENDER
AUTOBODY**

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 FENDER MENDER AUTOBODY, 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:

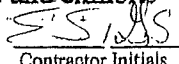
RFQ #10338 dated December 29, 2011 including all attachments and exhibits

CONTRACTOR'S Proposal dated ~~February~~, February 1, 2012.

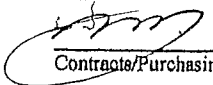
AGREEMENT,

Certificate of Insurance

Additional Insured Endorsements


Contractor Initials

2/8/12
Date


Contracts/Purchasing Initials

2/15/12
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

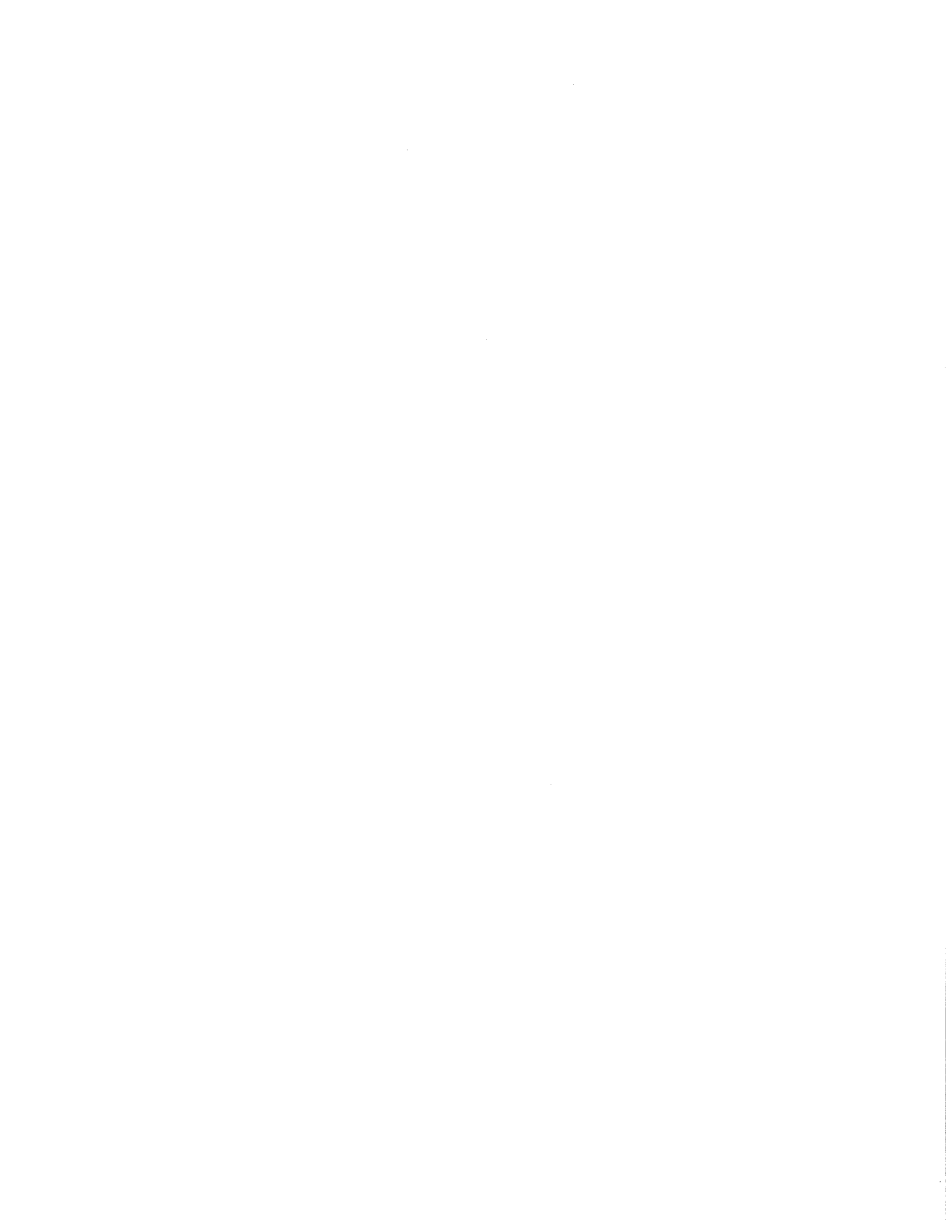
services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.

- 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 vehicles 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

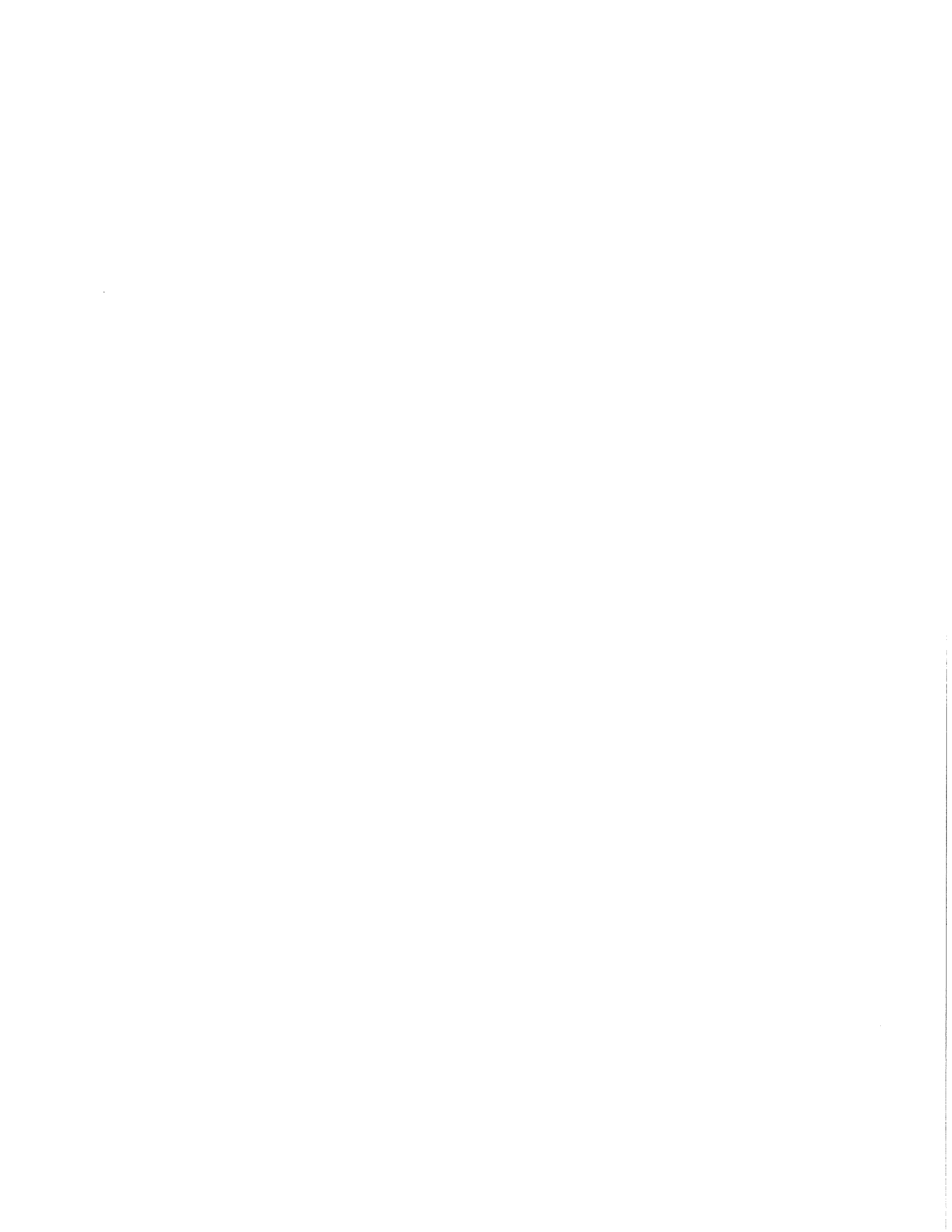
3.1 The initial term shall commence with the signing of the AGREEMENT through and including August 31, 2015, with the option to extend the AGREEMENT for two (2) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.

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:

Eric Schiveley
Fender Mender Autobody
21 Sherwood Dr
Salinas, CA 93901
Tel. No.831-758-5153
FAX No.831-222-3233
Email: wefixwrecks@yahoo.com

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

Dated: _____

ERIC SCHIVELEY PRESIDENT

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

6/28/12

Deputy Auditor/Controller

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Gina Schiveley Secretary

Printed Name and Title

RISK MANAGEMENT

Approved as to Disability Provisions:

Dated: _____

6/28/12

COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Risk Management

By: 

Dated: _____

2-14-13

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.

Intentionally Left Blank

EXHIBIT A – PRICE SHEET

CATEGORY	Rate*
Labor Hourly Rate	\$62.00
Painting per hour rate	\$62.00
Daily storage fee (if applicable)	\$25.00
Environmental fee <i>[If Applicable]</i>	\$3.00

*Prices are firm for the initial term of Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2012

PRODUCER
Budget Plus Insurance Agency, Inc.
330 Tennant Ave.
Morgan Hill, CA 95037
408-779-6188 408-779-0530

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.

INSURED
Schiveley Inc
Fender Mender Autobody
21 Sherwood Dr.
Salinas, CA 93901

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Insurance Company	19046
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IR ADD'L R INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	680-7B013020	4/17/2012	4/17/2013	EACH OCCURENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>	680-7B013020	4/17/2012	4/17/2013	COMBINED SINGLE LIMIT (Each Occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The County of Monterey It's Officers and Employees are named Additional Insureds as respects to General Liability per the attached form
 CG D2 47 08 05.

CERTIFICATE HOLDER
 The County Of Monterey
 Contract/Purchasing Department
 68 West Alisal St, 3rd Floor
 Salinas, CA 93901

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE *Marian M. Yu*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

THE COUNTY OF MONTEREY
IT'S OFFICERS AND EMPLOYEES
CONTRACT/PURCHASING DEPARTMENT
168 W. ALISAL STREET, 3RD FLOOR
SALINAS, CA 93901

PROJECT/LOCATION OF COVERED OPERATIONS:

21 SHERWOOD DRIVE
SALINAS, CA 93901

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

COMMERCIAL GENERAL LIABILITY

or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

 - a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/2013

PRODUCER
Sally Kennedy
11880 College Blvd Ste 500
Overland Park, KS 66210

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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Fender Mender Autobody
21 Sherwood Dr
Salinas, CA 93901-2833

INSURER A: ProCentury Insurance Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	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 <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	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				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 0214072	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

County of Monterey
Resource Management Agency
168 West Alisal Street - 2nd Floor
Salinas, CA 93901

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jill Rakera

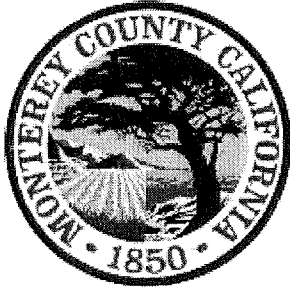
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



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

(THIS PAGE INTENTIONALLY LEFT BLANK)

TABLE OF CONTENTS:

SOLICITATION DETAILS SECTION.....4

1.0 INTENT.....5

2.0 BACKGROUND.....5

3.0 CALENDAR OF EVENTS.....5

4.0 COUNTY POINTS OF CONTACT.....6

5.0 SCOPE OF WORK.....6

6.0 CONTRACT TERM.....10

7.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS.....10

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS.....13

9.0 SELECTION CRITERIA.....14

11.0 CONTRACT AWARDS.....15

12.0 SEQUENTIAL CONTRACT NEGOTIATION.....16

13.0 AGREEMENT TO TERMS AND CONDITIONS.....16

14.0 COLLUSION.....16

15.0 RIGHTS TO PERTINENT MATERIALS.....17

16.0 PIGGYBACK CLAUSE.....17

SAMPLE AGREEMENT SECTION.....18

S1.0 PERFORMANCE OF THE AGREEMENT.....19

S2.0 SCOPE OF SERVICE.....20

S3.0 TERM OF AGREEMENT.....20

S4.0 COMPENSATION AND PAYMENTS.....20

S5.0 INVOICES AND PURCHASE ORDERS.....21

S6.0 STANDARD INDEMNIFICATION.....22

S7.0 INSURANCE REQUIREMENTS.....22

S8.0 RECORDS AND CONFIDENTIALITY.....24

S9.0 NON-DISCRIMINATION.....25

S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS.....25

S11.0 CONFLICT OF INTEREST.....26

S12.0 COMPLIANCE WITH APPLICABLE LAWS.....26

S13.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT.....27

S14.0 WARRANTY BY CONTRACTOR.....27

S15.0 DAMAGE.....27

S16.0 NOTICES.....28

S17.0 LEGAL DISPUTES.....28

ATTACHMENT A – PRICE SHEET.....31

ATTACHMENT B - GENERAL FIRM INFORMATION.....33

ATTACHMENT C- REFERENCE LIST.....35

SIGNATURE PAGE.....37

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

INTENTIONALLY LEFT BLANK

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]

INTENTIONALLY LEFT BLANK

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]

INTENTIONALLY LEFT BLANK

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): _____

Fender Mender Autobody

21 Sherwood Drive, Salinas, CA 93901
(831) 758-5153



A Full Spectrum Of Service And Experience

PROPOSAL FOR AUTO BODY REPAIR SERVICES

**PREPARED FOR
COUNTY OF MONTEREY**

RFQ #10338

February 1, 2012

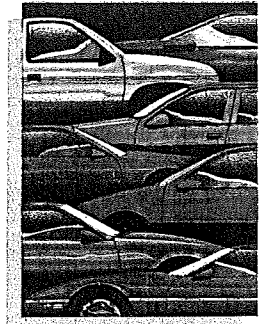
ORIGINAL

SECTION 1

- COVER LETTER
- SIGNATURE PAGE
- TABLE OF CONTENTS

Fender Mender Autobody

21 Sherwood Drive, Salinas, CA 93901
(831) 758-5153



A Full Spectrum Of Service And Experience

February 1, 2012

County of Monterey
Contracts/Purchasing Office
168 W. Alisal Street, 3rd Fl.
Salinas, CA 93901-2349

Dear Monterey County:

As a current provider of services to the County of Monterey, we are pleased to present a proposal for your consideration. The following proposal has been prepared in accordance with RFQ #10338, Request for Quotations for Auto Body Repair Services.

Fender Mender Autobody was established in 1984 as a family owned and operated business. Our company is still owned and operated as a C-Corp by the Schiveley family. Over the past 28 years, we have endeavored to provide quality auto body repairs for both private and commercial customers.

Along with quality repair work, it is our goal to provide these services in a timely and consistent fashion. A strong work ethic, coupled with attention to details and listening to our clients has enabled us to get vehicles repaired quickly, safely, and at a reasonable cost. Providing our services to a variety of businesses and agencies in the Salinas Valley has helped us to sharpen our skills in meeting the special requirements necessary to place service vehicles back on the road as quickly as possible.

The following proposal provides many details as to how we operate. Our core values of honesty, integrity, and service have served us well over the years. We trust that you will find the information contained herein helpful in your decision making process. In the event that you would like to speak with me personally, or need additional information, my contact information is:

Eric Schiveley
21 Sherwood Dr.
Salinas, CA 93901

(831) 758 5153 telephone
(831) 222 3233 fax
wefixwrecks@yahoo.com

Thank you for the opportunity to participate in this process.

Respectfully,

Eric Schiveley
Owner

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION



RFQ# 10338
ISSUE DATE: December 29th, 2011

RFQ #10338 AUTO BODY REPAIRSERVICES

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

CONTRACTORMUST INCLUDETHE FOLLOWING IN EACH PROPOSAL (1 original plus 3copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1HEREIN

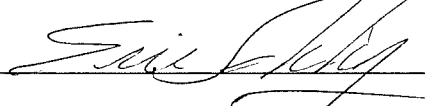
This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTORMUST 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: Fender Mender Autobody Date February 1, 2012

Signature:  Printed Name: Eric Schiveley

Street Address: 21 Sherwood Drive

City: Salinas State: CA Zip: 93901

Phone: (831) 758-5153 Fax: (831) 222-3233 Email: wefixwrecks@yahoo.com

License No. (If applicable): n/a (see attachment b)

License Classification (If applicable): n/a

TABLE OF CONTENTS:

- SECTION 1
 - Cover Letter
 - Signature Page
 - Table of Contents

- SECTION 2
 - Pre-Qualifications

- SECTION 3
 - Project Experience and References
 - Attachment B
 - Attachment C

- SECTION 4
 - Technical Aspects of the Proposal

- SECTION 5
 - Pricing and Warranty
 - Attachment A
 - Warranty
 - Statement to Service Entire County
 - Piggyback Clause

- SECTION 6
 - Exceptions

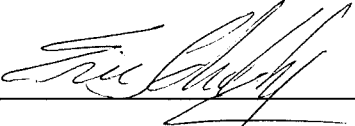
- SECTION 7
 - Appendix
 - Letters of Recommendation
 - Photographs

SECTION 2

- PRE-QUALIFICATIONS

PRE-QUALIFICATIONS:

Fender Mender Autobody hereby acknowledges that it has reviewed the pre-qualification and licensing requirements set forth in RFQ #10338 by the County of Monterey Contracts/Purchasing Division. Upon reviewing these requirements, we have determined that our organization has met all of the established requirements, and we are prepared to proceed with entering into a business agreement with the County of Monterey as established in RFQ #10338.

Signature:  _____

Date: 2/1/2012

Printed Name: Eric Schiveley

Title: President

SECTION 3

- PROJECT EXPERIENCE AND REFERENCES
 - ATTACHMENT B
 - ATTACHMENT C

ATTACHMENT B – GENERAL FIRM INFORMATION

FIRM NAME & ADDRESS:

Fender Mender Autobody
21 Sherwood Drive
Salinas, CA 93901

CONTACT INFORMATION:

Primary: Eric Schiveley
Telephone: (831) 758 5153
Fax: (831) 222 3233
Email: wefixwrecks@yahoo.com
Website: www.wefixwrecks.com

YEAR ESTABLISHED & OWNERSHIP:

This business was established in 1984 by Paul and Eric Schiveley; it was moved to the current location in 1987. Currently, this business is registered by the California Secretary of State as a C-Corp:

Schiveley Inc. DBA Fender Mender Autobody.
Eric Schiveley serves as President of the corporation.

EMPLOYEES AND YEAR JOINING COMPANY:

Eric Schiveley (1984) – Owner

Eric has been with Fender Mender Autobody since day one, and has served in various positions within the business over the years. He currently oversees all the business operations & facility. He holds both ASE and I-CAR certification.

Gina Schiveley (1991) - Accounting

Gina manages the accounting duties, including accounts payable, accounts receivable, along with payroll and other general business accounting practices.

Nathan Prendez (2001) - Operations Manager

Nathan serves as the key customer service contact, ensuring that each vehicle is guided through the repair process with safety, quality, and efficiency. He has been trained by the Automotive Management Institute (AMI), and holds a certificate in Automotive Service Management.

Nestor Gomez (2004) - Collision Technician

A life-long technician, Nestor has been in the collision repair industry for over 30 years. His attention to detail and master craftsmanship are evident in the quality of repairs delivered by our organization.

Jose Arevalo (2009) - Refinish Technician

Jose has over 12 years of experience as a refinish technician. His area of specialty is in the application of basecoat/clearcoat 2 stage automotive paint via gravity-fed HVLP spray equipment.

SHOP CERTIFICATION & LICENSES:

ASA

This business is a member of the Automotive Service Association (ASA) and is committed to business ethics and practices promoted by the ASA.

B.A.R.

This business is registered with the State of California Department of Consumer Affairs Bureau of Automotive Repair as Auto Repair Dealer AK120566.

BOE

This business is a registered reseller with the California State Board of Equalization. SR GHC 99848025

Cal-OSHA

This facility has been inspected and has been issued a permit to operate. #A001187-79

City of Salinas

This facility is licensed to conduct business within the City of Salinas. License #08667

DTSC

This business is registered and in compliance with the State of California Department of Toxic Substance Control. CAL000170198

I-CAR

Eric Schiveley is an I-CAR trained collision repair technician.

MBUAPCD

This facility is licensed and regulated by the Monterey Bay Unified Air Pollution Control District.

MONTEREY COUNTY HEALTH DEPARTMENT

This facility is inspected and permitted by the Monterey County Health Department Division of Environmental Health.

OVERVIEW OF OUR REPAIR PROCEDURE:

At Fender Mender Autobody, we rely on a complete and accurate damage report to guide the repair process. The basic procedure we follow in our shop is as follows:

- An experienced estimator prepares a visual damage report. The estimator examines the primary impact, and then looks for secondary damage and suspected areas of hidden damage.
- A written damage report & estimate are prepared. Digital images are taken as necessary.
- If the estimator suspects hidden damage, permission to tear down the vehicle for further inspection and analysis is requested.
- Upon completion of the damage report, authorizations are obtained, parts are ordered and technician work orders are generated.
- The vehicle is “bagged and tagged”. Protective mats and coverings are placed on the vehicle to protect undamaged areas. Work orders are placed in the vehicles for technician reference.
- Next, damaged & delicate parts are removed. Mechanical, metal and plastic repairs are performed, and replacement panels are installed.
- Colors are prepared and tested for matching.
- The vehicle is placed in the spray booth along with uninstalled parts requiring color (ie. mirrors and moldings). Paintwork is then performed to industry standards with undercoat, color(s), and clearcoat.
- Paint is cured as necessary with infrared curing lamps.
- Paintwork is detailed and trim, lamps, and delicate parts are re-installed.
- Finally, the repairs are inspected, the damage report is reviewed, and a road test performed (if applicable).
- The repaired vehicle is delivered with documentation.

SHOP DESCRIPTION:

Fender Mender Autobody is prepared with the following equipment and facilities to perform quality collision repair services.

- A secure storage yard is available onsite, directly behind the facility. The yard is privacy fenced and out of public view.
- Estimating & Reporting is completed using the latest computer software, CCC-ONE by CCC Information Services.
- Normal business hours are Monday through Friday, 8:00 am to 5:00 pm. Additional appointments as well as pickup and delivery are available by special arrangement.
- Underbody inspections and repairs are performed with our automotive body hoists.
- Frame and unibody corrective repairs are performed with industry-specific equipment & data provided by the following companies:
 - Champ Industries (anchoring & pulling)
 - Wedge-Clamp (datum dimensioning & measuring)
 - Blackhawk/Snap On (vehicle repair dimension data)
 - TruWay (vehicle dimension data)
- Refinishing operations are performed in our 28' x 14' Cross-flow automotive paint booth. InfraTech portable curing units are used for rapid paint drying when required. Materials application is performed with gravity-fed HVLP spay equipment. Paint mixing & color matching are performed onsite using Matrix System. Products & materials used are subject to governing agency rules and are VOC compliant.

- Welding operations are performed with Lincoln MIG welding equipment. Electric stud welding and Victor Oxy-Acetylene equipment also are used as necessary.
- Environmental Protection Practices: General office paper waste is recycled, along with corrugated parts packaging. Damaged plastic fascias are recycled through the vendor, and damaged metal is recycled. Onsite paint mixing allows for less packaging materials as well as minimizes wasted paint by allowing smaller than standard batches to be mixed for minor repairs. Hazardous material spill controls are in place and an emergency response plan is filed with local governing agencies. Personnel are instructed in proper handling and emergency response duties. Hazardous waste materials are manifested with governing agencies, transported & recycled in total compliance by Safety-Kleen Industries.
- Subcontracted services are sometimes used for specialized services as necessary. The purpose of using subcontracted shops is to enable the repair process to proceed in the most time and cost efficient manner, allowing our technicians to focus on their areas of specialty. The following types of specialized services are subcontracted when necessary:
 - Seat/Upholstery Repairs
 - Towing and Recovery Service
 - Locksmith Service
 - A/C System Evacuating & Recharging
 - Paintless Dent Repair Services
 - Wheel Alignment Service
 - Computer / Dealer-Only Services

Subcontracted services are noted within the body of the estimate. Subcontracted services are included in the estimated price.

LITIGATION HISTORY:

Fender Mender Autobody has no history of litigation in the most recent five year period.

NOTICE OF VIOLATIONS:

Fender Mender Autobody has received no Notice of violations of any applicable laws governing our business.

[End of Attachment B]

ATTACHMENT C- REFERENCE LIST

NAME OF CONTRACTOR: Fender Mender Autobody

Provided below is a list of eight local customers for whom we have recently provided similar services.

COMPANY: County of Monterey Fleet Management Division

Contact Person: Stanley R. Chan

E-MAIL: chans@co.monterey.ca.us

Address: 855 E. Laurel Drive

<u>Salinas</u>	<u>CA</u>	<u>93905</u>
(City)	(State)	(Zip)

Telephone: (831) 755-4915

Include a brief description of the services provided:

- Written damage appraisals of wrecked vehicles.
 - Collision repair & refinishing of patrol and service vehicles.
 - Body repair of wear-and-tear related items.
 - Replacement of broken/damaged glass.
 - Refinishing new patrol vehicles to match fleet.
 - Ordering & installing specialty police equipment to restore patrol vehicles into service.
-

COMPANY: American Medical Response

Contact Person: Jim Millaris

E-MAIL: jim.millaris@emsc.net

Address: 4548 A Street

Marina CA 93933
(City) (State) (Zip)

Telephone: (831) 718-9556

Include a brief description of the services provided:

- Collision repair & refinishing of ambulances and support vehicles.
 - Installation of industry-specific equipment and hardware for severe-use vehicles.
 - Repair of body-related maintenance issues. (ie. Corrosion, metal fatigue)
 - Repainting new ambulances to match local color schemes.
-

COMPANY: California Water Service

Contact Person: Jim Luongo

E-MAIL: jluongo@calwater.com

Address: 254 Commission Street

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

Telephone: (831) 757-3644

Include a brief description of the services provided:

- Written damage appraisals of wrecked vehicles.
- Repair & refinishing of collision damaged service vehicles.
- Refinishing of new service vehicles to match fleet color scheme.
- Body repair of wear-and-tear related items.

COMPANY: Peacock Acres, Inc.

Contact Person: Ernest Howard

E-MAIL: ernest@peacockacres.org

Address: 838 South Main Street, Suite A

<u>Salinas</u>	<u>CA</u>	<u>93901</u>
(City)	(State)	(Zip)

Telephone: 831-754-3635

Include a brief description of the services provided:

- Repair & refinishing of collision damaged transport vehicles.
 - Repair & replacement of worn body-related maintenance items.
-

COMPANY: Salinas Toyota

Contact Person: Lloyd Appling

E-MAIL: n/a

Address: 700 Auto Center Circle

<u>Salinas</u>	<u>CA</u>	<u>93907</u>
(City)	(State)	(Zip)

Telephone: (831) 444-0700

Include a brief description of the services provided:

- Collision repair & refinishing of factory certified vehicles.
- Collision repair & refinishing of hybrid vehicles. (ie. Prius)

COMPANY: Fed Ex Home Delivery (Independent Contractor)

Contact Person: Jim King

E-MAIL: kingjames93907@aol.com

Address: 325 Bush St.

<u>Salinas</u>	<u>CA</u>	<u>93907</u>
(City)	(State)	(Zip)

Telephone: (831) 262-4595

Include a brief description of the services provided:

- Repair & refinishing of delivery vehicles.
- Emergency (temporary) repairs of vehicles in order to keep them in service until permanent repairs are performed.

COMPANY: Overhead Door Company of Salinas

Contact Person: Ritchie Stockton

E-MAIL: n/a

Address: 733 Sanborn Place

<u>Salinas</u>	<u>CA</u>	<u>93901</u>
(City)	(State)	(Zip)

Telephone: (831) 422 3667

Include a brief description of the services provided:

- Damage appraisals of damaged vehicles.
- Collision repair and refinishing of commercial vehicles.

COMPANY: Monterey County Housing Authority

Contact Person: Barbara Mulholland

E-MAIL: bmulholland@hamonterey.org

Address: 123 Rico St.

<u>Salinas</u>	<u>CA</u>	<u>93907</u>
(City)	(State)	(Zip)

Telephone: (831) 775-5000 ext 5083

Include a brief description of the services provided:

- Written damage appraisals of wrecked vehicles.
- Repair & refinishing of collision damaged service vehicles.
- Body repair of wear-and-tear related items.

[End of Attachment C]

SECTION 4

- TECHNICAL ASPECTS OF THE PROPOSAL

TECHNICAL ASPECTS OF THE PROPOSAL:

Fender Mender Autobody hereby acknowledges that we have read and reviewed RFQ #10338 in its entirety. We affirm that we are prepared to perform in accordance with this document, and that our proposal contains all of the necessary elements to supply the services described therein.

Signature:  Date: 2/1/2012

Printed Name: Eric Schiveley Title: President

SECTION 5

- PRICING & WARRANTY
 - ATTACHMENT A
 - WARRANTY
 - STATEMENT TO SERVICE
ENTIRE COUNTY
 - PIGGYBACK CLAUSE

ATTACHMENT A – PRICE SHEET

CONTRACTOR Name: Fender Mender Autobody

CATEGORY	Rate
Labor Hourly Rate	\$62.00
Painting per hour rate	\$62.00
Daily storage fee (if applicable)	\$25.00
Environmental fee <i>[If Applicable]</i>	\$3.00

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

[End of Attachment A]

Fender Mender Autobody Limited Lifetime Warranty

This is a fragmented seven-part Limited Warranty, and stipulations pertaining to each fragmented part are stated hereafter:

1. Metalwork: Provided is a **Lifetime Limited Warranty**, from effective date stated herein, on all metal work and framework, to include welding and application of materials utilized in making collision repairs against cracking, flaking, pitting or deterioration, excluding rust repairs.

2. Painting, Stripes and Decals: Provided is a **Lifetime Limited Warranty**, from effective date stated herein, on painting-related priming and paint work against solvent blistering, peeling, hazing, and excessive loss of pigmentation, and a **One (1) Year Limited Warranty** on the application and adhesion of decorative stripes and decals.

3. Mechanical Repairs: Provided is a **One (1) Year Limited Warranty**, from effective date stated herein, on all mechanical repairs pertaining directly to original collision damage.

4. Parts: Provided is a **One (1) Year Limited Warranty**, from effective date stated herein, unless manufacturer's warranty is less or more, on new parts installed by or at the Shop. (Please note: Shop warranty does not exceed manufacturer's warranty.)

5. Section 1-4: The shop will repair, repaint or replace any items in section 1-4, when claim is made while the present owner stated herein owns the vehicle, unless caused by or damaged resulting from unreasonable use, maintenance, or care of the vehicle. This Written Warranty shall be null and void if repair is altered, adjusted, or tampered with by any person not authorized by Warranty Grantor.

6. Specifically Excluded: A. Incidental costs, such as towing fees, car rental charges, travel expenses, or assemblies and components which are not specifically covered by this Limited Warranty, nor are consequential damages such as damage to other assemblies and components resulting from a defective part or installation of such part installed or repaired during the repair. This States All the Limited Warranties made by the Shop and contains the only promises for which it will be responsible.

7. Customer's Obligations: In order to obtain the benefits of the warranty, the owner of the vehicle must do the following: **A.** Present the owner's copy of this warranty document to the warrantor before requesting warranted repairs or parts; **B.** Have any warranted repair, adjustment, or inspection made only at the premises of the warrantor during the normal business hours.

All Warranties implied by law, including the warranties of merchantability and fitness for a particular purpose, are hereby limited to the warranty period herein and shall expire at the end of such period.

This WRITTEN WARRANTY shall not be varied, supplemented, qualified, or interpreted by any prior course of dealings. This WRITTEN WARRANTY shall be null and void if the repair is altered, adjusted or tampered with by any person not authorized by the above named shop. This warranty is not transferable.

Name: _____ Date: _____

Vehicle: _____ R.O. / Job: _____

Authorized by: _____

STATEMENT TO SERVICE ENTIRE COUNTY:

In consideration of entering into an agreement with the County of Monterey, Fender Mender Autobody will agree to service the entire area of Monterey County.

PIGGYBACK CLAUSE:

Fender Mender Autobody agrees to extend the same prices, terms and conditions of our proposal to other public agencies that have delivery locations within the State of California limits.

SECTION 6

- EXCEPTIONS

Fender Mender Autobody has no exceptions regarding RFQ #10338.

SECTION 7

- APPENDIX
 - LETTERS OF RECOMMENDATION
 - PHOTOGRAPHS



January 24, 2012

County of Monterey
Fleet Services

RE: Recommendation of Fender Mender Autobody

CENTRAL OFFICE:
123 RICO ST.
SALINAS, CA 93907
831-775-5000
831-649-1541
FAX 831-424-9153
TDD 831-754-2951

Dear Sirs,

The Housing Authority of the County of Monterey has used Fender Mender Autobody on several occasions to repair both our trucks and the Executive Director's car. Fender Mender was very professional in their technical work. The trucks returned so well repaired that when they were sold, we got more for them than the other trucks because they looked better! They were efficient in their repair schedules. Our vehicles were back on the road quickly and did not need to return because of lingering problems.

Fender Mender is also very good at customer service. When our Executive Director was in an accident, they were very tolerant of his daily check-ins on their progress. They are very good at keeping the customer informed of the progress and of any slips in the schedule due to material availability. We have been pleased with their service. Though we hope to never have to use their services again, we will if the situation arises.

It is with confidence that we recommend Fender Mender Autobody.

Sincerely,

A handwritten signature in black ink that reads "Barbara J. Mulholland". The signature is written in a cursive style with a large, flowing "B" and "M".

Barbara J. Mulholland
Procurement and Contracts and Fleet Manager
831-775-5083
831-775-5084 (Fax)
bmulholland@hamonterey.org

*Mission Statement:
To provide, administer, and encourage quality affordable housing and related services
to eligible residents of Monterey County.*



PEACOCK ACRES INC.

838 S. Main St. Ste A
Salinas, CA 93901

January 24, 2012

To Fender Mender Auto Body:

I am writing to express our heartfelt appreciation for the wonderful relationship Peacock Acres has had over the years with Fender Mender Auto Body.

As you are aware Peacock Acres Inc. is a non-profit organization based in Salinas who has cared for California's Foster Youth for over 30 years. In doing so Peacock Acres has always owned several automobiles typically vans to transport our youth. Over this period of time Peacock Acres' automobiles sustain body damage as a result of the constant use they endure.

Fender Mender Auto Body is always the first place we call for any body work that we may need. We are extremely satisfied with your workmanship, the personal relationship we have developed over the years and the trust we have in you personally knowing the job is getting done correctly. You have always been very aware of keeping the costs of the needed body work to a minimum knowing that we are a non-profit and money does not come easy to us.

In addition we cannot be without our vehicles for a long period of time and again are thankful for Fender Mender to start work immediately and get our vehicle back in our hands in record time!

We appreciate having such a well respected business in our community that we and others can trust!

Sincerely,

Ernest Howard CEO
Peacock Acres Inc.

A Non-Profit Corporation
Fax: 831-754-4733

Phone: 831-754-3635
Web: www.peacockacres.org

Email: general@peacockacres.org

Salinas
TOYOTA - SCION


700 AUTO CENTER CIRCLE
SALINAS, CA 93907
(831) 444-0700

January 23, 2012

To Whom It May Concern:

**We have been doing business with Fender Mender
For over 10 years. We have been very satisfied with their
services and would highly recommend them.**

Sincerely,



Lloyd Appling, Jr.

The Genuine. The Original.



Overhead Door Company of Salinas, Inc.

733 Sanborn Place
Salinas, California 93901
(831) 422-3667
Fax: (831) 422-1061

LETTER OF RECOMMENDATION

January 26, 2012

TO WHOM IT MAY CONCERN,

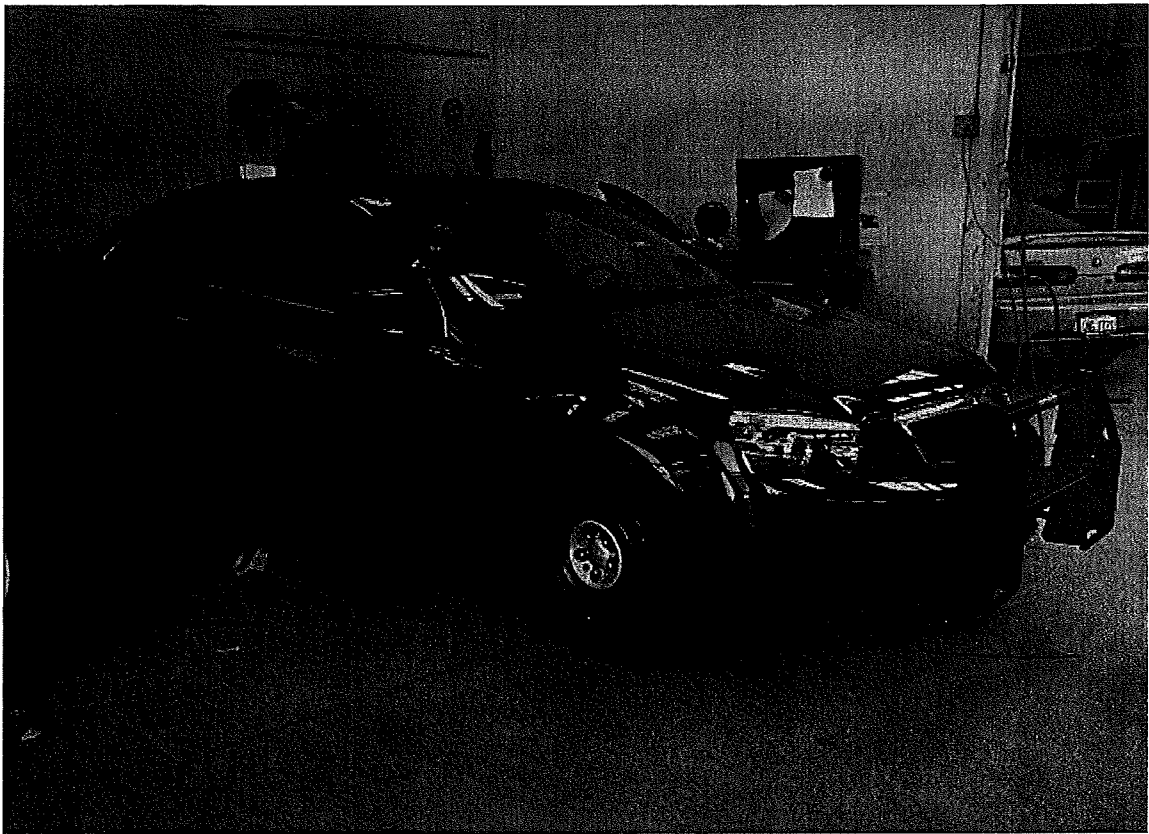
WE AT OVERHEAD DOOR COMPANY OF SALINAS IS WRITING THIS LETTER OF RECOMMENDATION FOR USING THE SERVICES OF FENDER MENDER AUTO BODY REPAIR SHOP. WE HAVE USED THEIR COMPANY OVER THE LAST FEW YEARS FOR REPAIR OF OUR DAMAGED VEHICLES. TIME IS MONEY AND THEY ARE VERY PROMPT AT REPAIRING OUR VEHICLES AND RETURNING THEM IN A TIMELY MANNER. WE RECOMMEND TO ANY AND ALL OF OUR BUSINESS ACQUAINTANCES AND PERSONAL FRIENDS AND FAMILY TO THEM FOR BUSINESS. SINCERELY,

RITCHIE STOCKTON

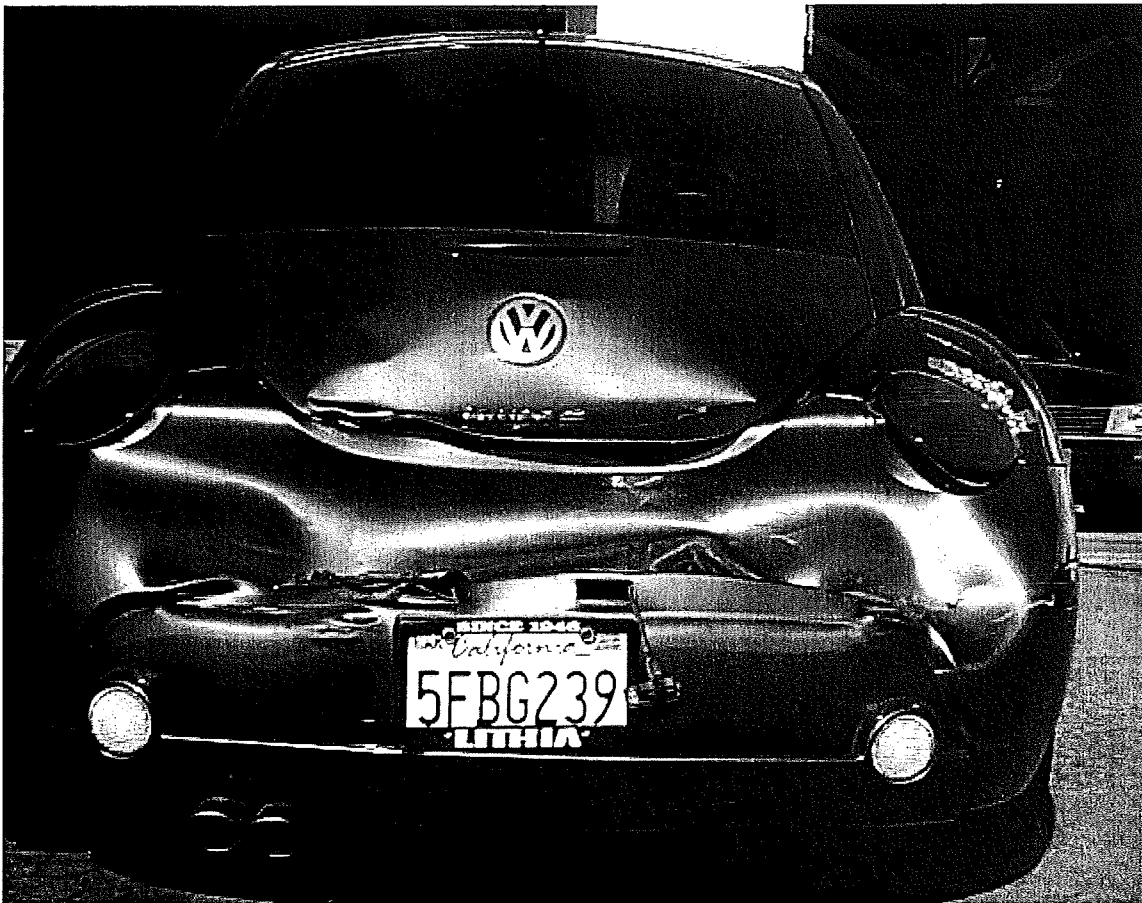
VICE PRESIDENT

OVERHEAD DOOR COMPANY OF SALINAS

a distributor of Overhead Door Corporation products













CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2012

PRODUCER Budget Plus Insurance Agency, Inc. 330 Tennant Ave. Morgan Hill, CA 95037 408-779-6188 408-779-0530	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.												
INSURED Schiveley Inc Fender Mender Autobody 21 Sherwood Dr. Salinas, CA 93901	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Insurance Company</td> <td>19046</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Insurance Company	19046	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Travelers Insurance Company	19046												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	680-7B013020	4/17/2012	4/17/2013	EACH OCCURENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	680-7B013020	4/17/2012	4/17/2013	COMBINED SINGLE LIMIT (Each Occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The County of Monterey It's Officers and Employees are named Additional Insureds as respects to General Liability per the attached form CG D2 47 08 05.

CERTIFICATE HOLDER The County Of Monterey Contract/Purchasing Department 168 West Alisal St, 3 rd Floor Salinas, CA 93901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Marian M. Y.</i>
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

THE COUNTY OF MONTEREY
IT'S OFFICERS AND EMPLOYEES
CONTRACT/PURCHASING DEPARTMENT
168 W. ALISAL STREET, 3RD FLOOR
SALINAS, CA 93901

PROJECT/LOCATION OF COVERED OPERATIONS:

21 SHERWOOD DRIVE
SALINAS, CA 93901

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

COMMERCIAL GENERAL LIABILITY

- or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
 4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
 5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

 - a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/2013

PRODUCER
Sally Kennedy
11880 College Blvd Ste 500
Overland Park, KS 66210

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.

INSURED
Fender Mender Autobody
21 Sherwood Dr
Salinas, CA 93901-2833

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ProCentury Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS																
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																
	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				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$																
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC 0214072	07/01/12	07/01/13	<table border="1"> <tr> <td>X</td> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	X	WC STATU-TORY LIMITS	OTH-ER			E.L. EACH ACCIDENT		\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000		E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
X	WC STATU-TORY LIMITS	OTH-ER																			
	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 / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

County of Monterey
Resource Management Agency
168 West Alisal Street - 2nd Floor
Salinas, CA 93901

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jill Raker

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed: A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

