

MASTER AGREEMENT FOR VEHICLE COLLISION REPAIR SERVICES

THIS MASTER AGREEMENT ("Agreement") is made and entered into this 18th day of June, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California, ("COUNTY"), and each of those providers who are signatories to this Agreement and listed in Exhibit A (individually "CONTRACTOR," and collectively "CONTRACTORS"), and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY.

WITNESSETH:

WHEREAS, the COUNTY has a need for vehicle collision repair services from a variety of providers;

Whereas, COUNTY issued Request for Statement of Qualifications No. 19-062, which solicited proposals from qualified vendors to provide vehicle collision repair services, in accordance with specific terms, conditions, and requirements (collectively, the "RFSQ");

WHEREAS, COUNTY desires to enter into an agreement with each CONTRACTOR listed in Exhibit A, in order to expeditiously provide for the COUNTY's needs for vehicle collision repair services from CONTRACTORS in a timely manner, even when there is high demand for repair services; and

WHEREAS, CONTRACTORS are willing and able to provide the above-described services in accordance with COUNTY's needs, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

CONTRACTORS shall provide all services in accordance with the specifications, requirements, terms, conditions, etc. of the RFSQ, and at the rates set forth in each individual CONTRACTOR's proposal in response to the RFSQ (each a "Response"). No CONTRACTOR shall be obligated by any Response submitted by any other CONTRACTOR to COUNTY's RFSQ.

COUNTY's RFSQ and each CONTRACTOR's Response are incorporated by reference herein, and made a part of this Agreement. The originals of such documents shall be maintained by COUNTY'S Purchasing Manager at 4525 East Hamilton Avenue, Fresno, California. The Director of Internal

Services/Chief Information Officer (CIO) reserves the right at any time during the term of this Agreement to add new CONTRACTORS to those listed in Exhibit A. It is understood any such additions will not affect compensation paid to any other CONTRACTOR, and therefore such additions may be made by COUNTY without notice to or approval of any other CONTRACTOR under this Agreement.

CONTRACTORS also agree that inclusion on Exhibit A does not constitute a guarantee or promise that any CONTRACTOR shall provide any certain amount of work or services to COUNTY under this Agreement. These same provisions apply to the termination of any CONTRACTOR listed in Exhibit A.

By executing a signature page, each CONTRACTOR becomes a signatory to this Agreement, and agrees that it is a party to this Agreement with the COUNTY, and is bound by its terms.

2. REQUESTS FOR SERVICES

When services are required by COUNTY, CONTRACTORS will be notified via email with a description of the vehicle, and the overall repairs needed. The email will request an estimate for the repair cost and general timeframe of the completion of services based on the CONTRACTOR's individual availability. The vehicles will be made available for inspection by the CONTRACTORS at Fleet Services at the County's Fleet Services location by appointment. The CONTRACTORS' responses will be reviewed by Fleet Services staff.

Selection will be based on the combination of overall cost and the timeframe estimate provided by the CONTRACTORS, which, in the sole opinion of the COUNTY, offers the best value for the COUNTY. Fleet Services staff will coordinate the work with the selected CONTRACTOR.

3. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2019, through and including June 30, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of Internal Services/Chief Information Officer or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be

provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time without penalty by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

D. Termination of One or More Contractors - In the event that COUNTY terminates this Agreement as to one or more CONTRACTORS, this Agreement shall stay in full force and effect as to the remaining CONTRACTORS. Termination of one or more CONTRACTOR from this Agreement shall not terminate the Agreement as to the remaining CONTRACTORS.

5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTORS, and CONTRACTORS agree to receive compensation at the rates provided in each CONTRACTOR's response to RFSQ 19-062. Each CONTRACTOR shall submit invoices for each vehicle repaired in triplicate to The County of Fresno, ISD – Fleet Services, 4551 E. Hamilton, Fresno, CA 93702. COUNTY shall make

1 payment to CONTRACTORS no more than forty-five (45) days after receipt and approval of said invoice,
2 which shall be given upon verification of satisfactory performance.

3 In no event shall services performed under this Agreement exceed \$700,000 during the initial 3-
4 year term of this Agreement. Upon the execution of the first optional extension, this limit shall be increased
5 to \$950,000. Upon the execution of the second optional extension, this limit shall be increased to
6 \$1,225,000. It is understood that all expenses incidental to CONTRACTOR'S performance of services
7 under this Agreement shall be borne by each CONTRACTOR.

8 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
9 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
10 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
11 times be acting and performing as an independent contractor, and shall act in an independent capacity and
12 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
13 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
14 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
15 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
16 terms and conditions thereof.

17 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
18 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

19 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
20 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
21 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
22 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
23 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
24 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
25 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

26 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
27 written consent of all the parties without, in any way, affecting the remainder.

28 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement

nor their rights or duties under this Agreement without the prior written consent of the other party.

9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

The provisions of this Section 9 shall survive termination of this Agreement.

10. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars

1 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

2 D. Worker's Compensation

3 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

4 Additional Requirements Relating to Insurance

5 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
6 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
7 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
8 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
9 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
10 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
11 a minimum of thirty (30) days advance written notice given to COUNTY.

12 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
13 employees any amounts paid by the policy of worker's compensation insurance required by this
14 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
15 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
16 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

17 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
18 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
19 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
20 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
21 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
22 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover
23 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
24 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
25 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
26 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
27 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
28 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance

provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. AUDITS AND INSPECTIONS: Each CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY
COUNTY OF FRESNO – ISD
Director of Internal Services/CIO
333 W. Pontiac Way
Clovis, CA 93612

CONTRACTOR
As listed on EXHIBIT A

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day

1 delivery, addressed to the recipient. For all claims arising out of or related to this Agreement, nothing in this
2 section establishes, waives, or modifies any claims presentation requirements or procedures provided by
3 law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
4 beginning with section 810).

5 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
6 only be in Fresno County, California.

7 The rights and obligations of the parties and all interpretation and performance of this Agreement
8 shall be governed in all respects by the laws of the State of California.

9 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

10 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
11 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
12 to operate as a corporation.

13 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
14 that they are a party to while CONTRACTOR is providing goods or performing services under this
15 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
16 and in which one or more of its directors has a material financial interest. Members of the Board of
17 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
18 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by
19 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
20 immediately thereafter.

21 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
22 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
23 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
24 understanding of any nature whatsoever unless expressly included in this Agreement. In the event of any
25 inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be
26 resolved by giving precedence in the following order of priority: (1) the text of this Agreement; (2) the
27 COUNTY'S Request for Statement of Qualifications No. 19-062; and (4) the CONTRACTOR's
28 quotation/proposal made in response to COUNTY'S Request for Quotation/Proposal No. 19-062.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTORS**
5 See attached signature pages

COUNTY OF FRESNO


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

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8
9 **ATTEST:**
10 Bernice E. Seidel
11 Clerk of the Board of Supervisors
12 County of Fresno, State of California

13
14 By: Susan Bishop
15 Deputy

16 FOR ACCOUNTING USE ONLY:

17 Fund:

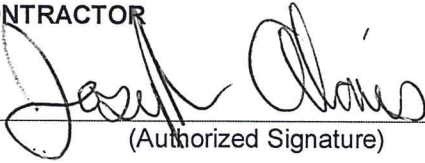
18 Subclass:

19 ORG:

20 Account:
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR**

5 
6 (Authorized Signature)

7 Joseph Alanis, Owner of Greenway Auto Body, Inc.

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9 Email Address for Notices: joegreenway62@yahoo.com

10 Mailing Address:
11 1497 N Blackstone Ave.
12 Fresno, CA 9373

13 Telephone: (559) 485-8468
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR**

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(Authorized Signature)

7 Chris Gille, Owner of Prestige Collision Center

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9 Email Address for Notices: prestige.collision@pccfresno.com

10 Mailing Address:

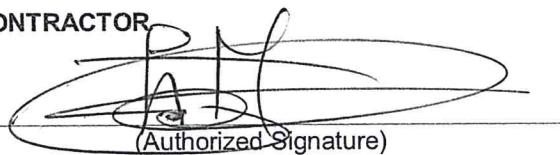
11 4002 N Ave.

12 Fresno, CA 93727

13 Telephone: (559) 347-0300

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

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4 **CONTRACTOR**

5 
6 (Authorized Signature)

7 Abraham Saghbini Owner of Renew Auto Body & Paint

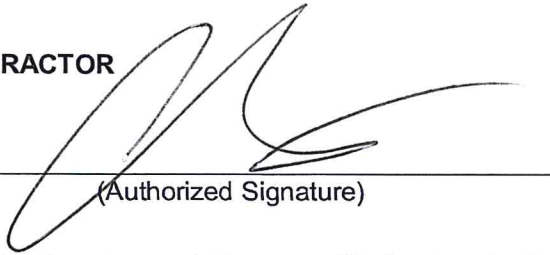
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9 Email Address for Notices: renewfresno@gmail.com

10 Mailing Address:
11 1567 N. Effie St.
12 Fresno, CA 93703

13 Telephone: (559) 300-7222
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR**

5 
6 _____
(Authorized Signature)

7 Chris Sanchez, General Manager of Valley Autobody
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9 Email Address for Notices: chrisvaclovis@gmail.com

10 Mailing Address:
11 1558 Menlo Ave.
12 Clovis, CA 93711

13 Telephone: (559) 297-9434
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Exhibit A

Listing of Vendors

Greenway Auto Body, Inc. 1497 N. Blackstone Ave. Fresno, CA 93703	Joseph Alanis Phone: (559) 485-8468 Email: joegreenway62@yahoo.com
Prestige Collision Center 4002 N Ave. Fresno, CA 93727	Andy Ayaly or Chris Gille Phone: (559)347-0300 Email: prestige.collision@pccfresno.com
Renew Auto Body & Paint 1567 N. Effie St. Fresno, CA 93703	Abraham Saghbini Phone: (559) 300-7222 Email:
Valley Autobody 1558 Menlo Ave. Clovis, CA 93711	Chris Sanchez Phone: (559) 297-9434 Email: chrisvaclovis@gmail.com

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit B

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

COUNTY OF FRESNO



REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 19-062 LIGHT DUTY AUTO BODY REPAIR

Issue Date: April 3, 2019

Closing Date: APRIL 26, 2019 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Debbie Scharnick at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms state in this RFSQ.

Bid must be signed and dated by an authorized officer or employee.

COMPANY

CONTACT PERSON

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

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KEY DATES

RFSQ Issue Date: April 3, 2019

Written Questions for RFSQ Due: April 12, 2019 at 10:00 A.M.
Questions must be submitted on the Bid Page.

RFSQ Closing Date: April 26, 2019 at 2:00 P.M.
Statement of Qualifications must be electronically submitted on the Bid Page on Public Purchase.

OVERVIEW

The County of Fresno on behalf of Fleet Services is in need of vendors with the ability to provide repair services for light-duty vehicles that have been damaged in collisions. All selected vendors must have the ability to accommodate the varied needs of repairing the County's fleet on an as-needed basis.

SCOPE OF WORK

It is the intent of the County to engage several contractors under a master agreement to provide Light Duty Vehicle Collision Repair Services on an "as needed" basis under a fixed-price Contract.

The County of Fresno spends approximately \$200,000 per year on vehicle collision repairs. The service requirements include all classes of automotive light-duty trucks, vans, SUVs, crossover vehicles, and cars. It is the County's preference to have multiple vendors capable of providing these services to accommodate any variability

Contractor shall provide labor, materials and equipment required to restore, but not limited to, passenger car, sedans, pick-up trucks, van, small equipment one (1) ton and under (including Hybrid, CNG, NGV vehicles) to their original condition or better.

Contractor must operate a business within 50 miles of downtown Fresno CA.

Body repair services shall include, but are not limited to:

- Air bag service, repair, replacement
- Wheel alignments
- Aluminum and metalwork
- Anti-lock brakes service repair
- Auto body work
- Trim repair
- Windows
- Body rebuilding, modifications and full fabrication
- Wood work
- Chassis
- Brake service and repair
- Broken mirror repair
- Color matching
- High metallic color matching
- Chip and scratch repair
- Clear coat finishes
- Collision services
- Dent repair

- SMC and fiberglass service and repair
- Frame straightening
- Glass and windshields
- Graphics
- Interior repairs
- Lettering
- Paint removal
- Paint repair
- Painting
- Refinishing
- Paint-less dent repair
- Pin-stripping
- Rust-proofing
- Two-stage and three-stage painting process
- Undercoating
- Uni-body service and repair
- Welding (aluminum, steel & stainless steel)
- Air conditioning recharges
- Struts
- Suspension damage
- Hydraulics (lift gates, wet line, etc.)
- Equipment mounted on vehicles, etc.

REQUIREMENTS

The Contractor must be able to perform all the following requirements to be considered for an award.

Service Requirements

- A. Contractor must be in compliance with the California Automotive Repair Act to be used with the Laws and Regulations Relating to Automotive Repair Dealers. Body and Paint Shops shall have the licenses and permits to own and operate the equipment listed in Section 3351.5(a) and (b) of the California Code of Regulations. Licenses and permits shall include a spray booth permit number and a hazardous waste identification number.
- B. Be able to reply to emails not later than the end of the next business day.
- C. Provide free repair estimates and state the approximate turnaround time in the estimate. If toxic waste disposal is applicable to the vehicle being repaired, the fee charged must be itemized separately on the estimate. The Contractor's toxic waste/EPA identification number must be printed on the estimates and invoices.
 - a. Estimates shall be itemized, a complete list of parts to be supplied and labor options to be performed. Paint and items that go into the repair, like hardeners, reducers, etc., can be listed as paint with a one-line entry.
 - b. Will absorb materials such as sand paper, tape, shop supplies, etc., as part of the Contractor's overhead.
- D. During the course of repair, if additional damage is found which is not included in original estimate, the County's Fleet Services Staff will have the option to inspect and approve or disapprove the additional repairs. The Contractor must submit a revised estimate to be emailed to the County's Fleet Services Staff upon creation.
- E. All estimates and revised estimates must be authorized by the County's Fleet Services Staff prior to the Contractor proceeding with repairs
- F. Estimates and revised estimates and final invoices must match.
- G. Submit estimates, revised estimates, final invoices, photos, copies of sublet invoices, alignment printouts and any other required paperwork by email, as attachments using any of the following file types: PDF, xls, jpg, doc, or txt.
- H. Final invoices shall be e-mailed or hand delivered at the time of completion and must meet the requirements of the Business and Professions Code section 9884.8 and California Code of Regulations section 3356.
- I. All correspondence will include the County vehicle ID number, license plate number, and type of correspondence (estimate, revised estimate, etc.).
- J. Quality parts must be Original Equipment Manufacturer (O.E.M.), no exceptions. New parts shall be utilized for all repairs unless authorized in writing.
 - a. The contractor will agree to replace vehicle's structural components with original factory components only and supply proof of purchase of said parts. Sheet metal parts may be O.E.M., County approved aftermarket, County approved recycled/used and will be noted as such on every estimate and invoice.

- b. All parts replaced must be retained for inspection by County staff must retain replaced parts for inspection.
 - c. Failure to notify the County's Shop Supervisor of substitution of a used part, where the appraisal/estimate calls for a new part may be cause for termination of a resulting Agreement.
- K. The County reserves the right to supply necessary parts to accomplish the repair.
- L. Apply painting materials according to the manufacturer's recommended procedures and apply material that will provide, at minimum, equal longevity compared to the original paint and procedures.
- M. All installations and fabrications are subject to the original manufacture's standards and must pass ISD-Fleet Services final quality control inspection.
 - a. There shall be no additional charges accepted for Contractor return due to poor quality work. Only high quality work will be accepted for final payment.
- N. Make available free pick-up and delivery of vehicles/equipment.
 - a. All repaired vehicles must be delivered by a member of the Contractor's staff who has the knowledge and experience to review and discuss the quality and completeness of repairs.
 - b. If work was sublet by the Contractor, there will be no additional towing cost to the County for towing/transferring the vehicle to a different repair facility.
- O. All repair vehicles must be stored in a secure storage area or building and the vehicle shall be locked at all times when not being serviced.
- P. Provide a written guarantee or warranty of not less than for the life of ownership, no exceptions.
 - a. Guarantee the reliability and the accuracy of the sublet repairs just as if the work was done in house.
 - i. Supply sublet documentation when repairs are sublet.
 - ii. Guarantee that all structural procedures performed will return the vehicle back to manufacturer's specifications and demonstrate the ability to do so.
 - iii. Agree to perform any repairs according to the vehicle's factory recommended repair techniques.
 - 1. If no repair techniques are recommended, then I-CAR (Inter-Industry Conference on Automotive Collision Repair) repair procedures are to be used.
 - iv. Guarantee his product against any defect in workmanship or materials.
 - v. Failure to comply with these requirements shall result in immediate return of the vehicle at the expense of the Contractor for prompt repair. Poor quality work may result in the cancelation of a resulting Agreement.

- Q. All transportation and delivery charges for items necessary to perform services shall be fully prepaid by the Contractor, F.O.B. Destination.
- a. In extreme cases only, will the County pay for transportation or delivery charges.
 - b. The County reserves the right to request special shipment/freight priorities on parts which are needed immediately.
 - c. Only the County's Fleet Supervisor is authorized to request special shipment/freight.

Equipment Requirements

The Contractor will have the following equipment on their repair site or have access to equivalent services via subcontracting:

- A. A paint booth that is in legal compliance with all applicable laws.
 - a. The total facility shall conform to all applicable, city, county, state and federal codes, with no exceptions.
 - b. The paint booth shall be large enough in size to accommodate; vehicles of one (1) ton and under.
- B. A unibody dedicated bench system at the repair facility.
 - a. Personnel trained to use the unibody bench system. The bench system shall be capable of making multiple body and structural pulls for straightening.
 - b. A frame machine with measuring system for full frame vehicles.
- C. A proven state of the art frame straightening/alignment system for light duty vehicles one (1) ton and under.
 - a. The frame rack operator shall be a certified professional who can return the vehicle's frame to factory specifications. Frame equipment shall be able to handle major wrecks (Heavy Hitters).
- D. Agree to perform, or sublet, all vehicles in need of re-alignment.
 - a. This will be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles.
 - b. A print out of the readings after the alignment shall be provided with each repair order, no exceptions.
 - c. If this work is sublet the Contractor will submit the name of the sublet vendor that performed the alignment work. The sublet vendors' personnel must be qualified to perform alignment work.
- E. Own air conditioning recycling and charging stations for appropriate refrigerants as required by law.
 - a. The contractor employees must be certified to use this equipment or agree to have this service sublet to a repair facility that has the equipment and certified employees.
 - b. The equipment shall meet all state and federal requirements for refrigerant recycling.
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 - a. Gas welding is not acceptable, no exceptions.
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COST

Minor or Major Body Damage:	Labor Rate Per hour
Metal/Glass	\$
Fiberglass	\$
Frame	\$
Refinish	\$
Mechanical	\$
Painting and Material	\$
Toxic Waste/Hazardous Waste Disposal Fee (if any)	\$

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to portal basis, and shall be computed to the nearest one quarter (1/4) hour.

LIST OTHER EQUIPMENT, LABOR/SERVICES WHICH YOUR COMPANY WOULD LIKE TO OFFER IN RELATION TO LIGHT DUTY BODY VEHICLE COLLISION REPAIR SERVICES:

_____ \$ _____

_____ \$ _____

_____ \$ _____

List any relevant or additional certifications below:

SUBMITTAL REQUIREMENTS

- A. The submittal will enable the County Department to appraise the general competence and qualifications of the responding firms. Please provide the listed information in the following sequence:
1. Firm name, address and phone number
 2. Type of organization (sole-proprietorship, partnership, or corporation)
 3. Firm principals who will be responsible for the project, and their educational background, credentials, training and experience
 4. Key personnel (including proposed sub-contractors, if applicable) who will work on the project with their educational background, credentials, training and experience on comparable projects
 5. List of current staff, including job classification
 6. Firm qualifications, including licenses
 7. List current projects or commitments for similar services in progress
 8. List the name and phone number of at least three (3) relevant client references

CONTRACT TERM

It is the County's intent to contract with the successful bidder(s) for a term of three (3) years. Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

Total fees paid to the each contractor will be dependent upon the bid provided by contractor. No guarantee is made that the total fee or any fee will be received by the contractor.

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Fleet Services Attn: Fleet Manager, 4551 E. Hamilton Ave, Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

APPEALS

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFSQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 **and** in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFSQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

COUNTY OF FRESNO



REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 19-062 LIGHT DUTY AUTO BODY REPAIR

Issue Date: April 3, 2019

Closing Date: APRIL 26, 2019 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Debbie Scharnick at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms state in this RFSQ.
Bid must be signed and dated by an authorized officer or employee.

Prestige Collision Center
COMPANY
Andy Ayala Chris Gille
CONTACT PERSON
4002 N An
ADDRESS
Fresno
CITY
559 347 0300
TELEPHONE NUMBER
Cal 93727
STATE ZIP CODE
prestige_collision@pccfresno.com
E-MAIL ADDRESS
[Signature]
AUTHORIZED SIGNATURE
Jose a Ayala
PRINT NAME
President 4/26/19
TITLE

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KEY DATES

RFSQ Issue Date: April 3, 2019

Written Questions for RFSQ Due: April 12, 2019 at 10:00 A.M.
Questions must be submitted on the Bid Page.

RFSQ Closing Date: April 26, 2019 at 2:00 P.M.
Statement of Qualifications must be electronically submitted on the Bid Page on Public Purchase.

OVERVIEW

The County of Fresno on behalf of Fleet Services is in need of vendors with the ability to provide repair services for light-duty vehicles that have been damaged in collisions. All selected vendors must have the ability to accommodate the varied needs of repairing the County's fleet on an as-needed basis.

SCOPE OF WORK

It is the intent of the County to engage several contractors under a master agreement to provide Light Duty Vehicle Collision Repair Services on an "as needed" basis under a fixed-price Contract.

The County of Fresno spends approximately \$200,000 per year on vehicle collision repairs. The service requirements include all classes of automotive light-duty trucks, vans, SUVs, crossover vehicles, and cars. It is the County's preference to have multiple vendors capable of providing these services to accommodate any variability.

Contractor shall provide labor, materials and equipment required to restore, but not limited to, passenger car, sedans, pick-up trucks, van, small equipment one (1) ton and under (including Hybrid, CNG, NGV vehicles) to their original condition or better.

Contractor must operate a business within 50 miles of downtown Fresno CA.

Body repair services shall include, but are not limited to:

- Air bag service, repair, replacement
- Wheel alignments
- Aluminum and metalwork
- Anti-lock brakes service repair
- Auto body work
- Trim repair
- Windows
- Body rebuilding, modifications and full fabrication
- Wood work
- Chassis
- Brake service and repair
- Broken mirror repair
- Color matching
- High metallic color matching
- Chip and scratch repair
- Clear coat finishes
- Collision services
- Dent repair

- SMC and fiberglass service and repair
- Frame straightening
- Glass and windshields
- Graphics
- Interior repairs
- Lettering
- Paint removal
- Paint repair
- Painting
- Refinishing
- Paint-less dent repair
- Pin-stripping
- Rust-proofing
- Two-stage and three-stage painting process
- Undercoating
- Uni-body service and repair
- Welding (aluminum, steel & stainless steel)
- Air conditioning recharges
- Struts
- Suspension damage
- Hydraulics (lift gates, wet line, etc.)
- Equipment mounted on vehicles, etc.

REQUIREMENTS

The Contractor must be able to perform all the following requirements to be considered for an award.

Service Requirements

- A. Contractor must be in compliance with the California Automotive Repair Act to be used with the Laws and Regulations Relating to Automotive Repair Dealers. Body and Paint Shops shall have the licenses and permits to own and operate the equipment listed in Section 3351.5(a) and (b) of the California Code of Regulations. Licenses and permits shall include a spray booth permit number and a hazardous waste identification number.
- B. Be able to reply to emails not later than the end of the next business day.
- C. Provide free repair estimates and state the approximate turnaround time in the estimate. If toxic waste disposal is applicable to the vehicle being repaired, the fee charged must be itemized separately on the estimate. The Contractor's toxic waste/EPA identification number must be printed on the estimates and invoices.
 - a. Estimates shall be itemized, a complete list of parts to be supplied and labor options to be performed. Paint and items that go into the repair, like hardeners, reducers, etc., can be listed as paint with a one-line entry.
 - b. Will absorb materials such as sand paper, tape, shop supplies, etc., as part of the Contractor's overhead.
- D. During the course of repair, if additional damage is found which is not included in original estimate, the County's Fleet Services Staff will have the option to inspect and approve or disapprove the additional repairs. The Contractor must submit a revised estimate to be emailed to the County's Fleet Services Staff upon creation.
- E. All estimates and revised estimates must be authorized by the County's Fleet Services Staff prior to the Contractor proceeding with repairs
- F. Estimates and revised estimates and final invoices must match.
- G. Submit estimates, revised estimates, final invoices, photos, copies of sublet invoices, alignment printouts and any other required paperwork by email, as attachments using any of the following file types: PDF, xls, jpg, doc, or txt.
- H. Final invoices shall be e-mailed or hand delivered at the time of completion and must meet the requirements of the Business and Professions Code section 9884.8 and California Code of Regulations section 3356.
- I. All correspondence will include the County vehicle ID number, license plate number, and type of correspondence (estimate, revised estimate, etc.).
- J. Quality parts must be Original Equipment Manufacturer (O.E.M.), no exceptions. New parts shall be utilized for all repairs unless authorized in writing.
 - a. The contractor will agree to replace vehicle's structural components with original factory components only and supply proof of purchase of said parts. Sheet metal parts may be O.E.M., County approved aftermarket, County approved recycled/used and will be noted as such on every estimate and invoice.

- b. All parts replaced must be retained for inspection by County staff must retain replaced parts for inspection.
 - c. Failure to notify the County's Shop Supervisor of substitution of a used part, where the appraisal/estimate calls for a new part may be cause for termination of a resulting Agreement.
- K. The County reserves the right to supply necessary parts to accomplish the repair.
- L. Apply painting materials according to the manufacturer's recommended procedures and apply material that will provide, at minimum, equal longevity compared to the original paint and procedures.
- M. All installations and fabrications are subject to the original manufacture's standards and must pass ISD-Fleet Services final quality control inspection.
 - a. There shall be no additional charges accepted for Contractor return due to poor quality work. Only high quality work will be accepted for final payment.
- N. Make available free pick-up and delivery of vehicles/equipment.
 - a. All repaired vehicles must be delivered by a member of the Contractor's staff who has the knowledge and experience to review and discuss the quality and completeness of repairs.
 - b. If work was sublet by the Contractor, there will be no additional towing cost to the County for towing/transferring the vehicle to a different repair facility.
- O. All repair vehicles must be stored in a secure storage area or building and the vehicle shall be locked at all times when not being serviced.
- P. Provide a written guarantee or warranty of not less than for the life of ownership, no exceptions.
 - a. Guarantee the reliability and the accuracy of the sublet repairs just as if the work was done in house.
 - i. Supply sublet documentation when repairs are sublet.
 - ii. Guarantee that all structural procedures performed will return the vehicle back to manufacturer's specifications and demonstrate the ability to do so.
 - iii. Agree to perform any repairs according to the vehicle's factory recommended repair techniques.
 - 1. If no repair techniques are recommended, then I-CAR (Inter-Industry Conference on Automotive Collision Repair) repair procedures are to be used.
 - iv. Guarantee his product against any defect in workmanship or materials.
 - v. Failure to comply with these requirements shall result in immediate return of the vehicle at the expense of the Contractor for prompt repair. Poor quality work may result in the cancelation of a resulting Agreement.

Q. All transportation and delivery charges for items necessary to perform services shall be fully prepaid by the Contractor, F.O.B. Destination.

- a. In extreme cases only, will the County pay for transportation or delivery charges.
- b. The County reserves the right to request special shipment/freight priorities on parts which are needed immediately.
- c. Only the County's Fleet Supervisor is authorized to request special shipment/freight.

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COUNTY OF FRESNO



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BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms state in this RFSQ.

Bid must be signed and dated by an authorized officer or employee.

Valley Autobody

COMPANY

Chris Sanchez

CONTACT PERSON

1558 Menlo Ave

ADDRESS

Clovis

CITY

CA

STATE

93611

ZIP CODE

559 297-9434

TELEPHONE NUMBER

chrisvaclovis@gmail.com

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

Chris Sanchez

PRINT NAME

GM

TITLE

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Metal/Glass	\$ 60
Fiberglass	\$ 60
Frame	\$ 60
Refinish	\$ 60
Mechanical	\$ 60
Painting and Material	\$ 30
Toxic Waste/Hazardous Waste Disposal Fee (if any)	\$

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to portal basis, and shall be computed to the nearest one quarter (1/4) hour.

LIST OTHER EQUIPMENT, LABOR/SERVICES WHICH YOUR COMPANY WOULD LIKE TO OFFER IN RELATION TO LIGHT DUTY BODY VEHICLE COLLISION REPAIR SERVICES:

_____ \$ _____

_____ \$ _____

_____ \$ _____

List any relevant or additional certifications below:

SUBMITTAL REQUIREMENTS

- A. The submittal will enable the County Department to appraise the general competence and qualifications of the responding firms. Please provide the listed information in the following sequence:
1. Firm name, address and phone number
 2. Type of organization (sole-proprietorship, partnership, or corporation)
 3. Firm principals who will be responsible for the project, and their educational background, credentials, training and experience
 4. Key personnel (including proposed sub-contractors, if applicable) who will work on the project with their educational background, credentials, training and experience on comparable projects
 5. List of current staff, including job classification
 6. Firm qualifications, including licenses
 7. List current projects or commitments for similar services in progress
 8. List the name and phone number of at least three (3) relevant client references

CONTRACT TERM

It is the County's intent to contract with the successful bidder(s) for a term of three (3) years. Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

Total fees paid to the each contractor will be dependent upon the bid provided by contractor. No guarantee is made that the total fee or any fee will be received by the contractor.

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Fleet Services Attn: Fleet Manager, 4551 E. Hamilton Ave, Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

APPEALS

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFSQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 **and** in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFSQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

COUNTY OF FRESNO



REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 19-062 LIGHT DUTY AUTO BODY REPAIR

Issue Date: April 3, 2019

Closing Date: APRIL 26, 2019 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Debbie Scharnick at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms state in this RFSQ.
Bid must be signed and dated by an authorized officer or employee.

Renew Auto Body & PAINT

COMPANY

ABRAHAM SAGHBINI

CONTACT PERSON

1567 N. EFFIE ST.

ADDRESS

Fresno

CITY

(559) 300-7222

TELEPHONE NUMBER

CA.

STATE

93703

ZIP CODE

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

ABRAHAM SAGHBINI

TITLE

President

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KEY DATES

RFSQ Issue Date:	April 3, 2019
Written Questions for RFSQ Due:	April 12, 2019 at 10:00 A.M. Questions must be submitted on the Bid Page.
RFSQ Closing Date:	April 26, 2019 at 2:00 P.M. Statement of Qualifications must be electronically submitted on the Bid Page on Public Purchase.

OVERVIEW

The County of Fresno on behalf of Fleet Services is in need of vendors with the ability to provide repair services for light-duty vehicles that have been damaged in collisions. All selected vendors must have the ability to accommodate the varied needs of repairing the County's fleet on an as-needed basis.

SCOPE OF WORK

It is the intent of the County to engage several contractors under a master agreement to provide Light Duty Vehicle Collision Repair Services on an "as needed" basis under a fixed-price Contract.

The County of Fresno spends approximately \$200,000 per year on vehicle collision repairs. The service requirements include all classes of automotive light-duty trucks, vans, SUVs, crossover vehicles, and cars. It is the County's preference to have multiple vendors capable of providing these services to accommodate any variability.

Contractor shall provide labor, materials and equipment required to restore, but not limited to, passenger car, sedans, pick-up trucks, van, small equipment one (1) ton and under (including Hybrid, CNG, NGV vehicles) to their original condition or better.

Contractor must operate a business within 50 miles of downtown Fresno CA.

Body repair services shall include, but are not limited to:

- Air bag service, repair, replacement
- Wheel alignments
- Aluminum and metalwork
- Anti-lock brakes service repair
- Auto body work
- Trim repair
- Windows
- Body rebuilding, modifications and full fabrication
- Wood work
- Chassis
- Brake service and repair
- Broken mirror repair
- Color matching
- High metallic color matching
- Chip and scratch repair
- Clear coat finishes
- Collision services
- Dent repair

- SMC and fiberglass service and repair
- Frame straightening
- Glass and windshields
- Graphics
- Interior repairs
- Lettering
- Paint removal
- Paint repair
- Painting
- Refinishing
- Paint-less dent repair
- Pin-stripping
- Rust-proofing
- Two-stage and three-stage painting process
- Undercoating
- Uni-body service and repair
- Welding (aluminum, steel & stainless steel)
- Air conditioning recharges
- Struts
- Suspension damage
- Hydraulics (lift gates, wet line, etc.)
- Equipment mounted on vehicles, etc.

REQUIREMENTS

The Contractor must be able to perform all the following requirements to be considered for an award.

Service Requirements

- A. Contractor must be in compliance with the California Automotive Repair Act to be used with the Laws and Regulations Relating to Automotive Repair Dealers. Body and Paint Shops shall have the licenses and permits to own and operate the equipment listed in Section 3351.5(a) and (b) of the California Code of Regulations. Licenses and permits shall include a spray booth permit number and a hazardous waste identification number.
- B. Be able to reply to emails not later than the end of the next business day.
- C. Provide free repair estimates and state the approximate turnaround time in the estimate. If toxic waste disposal is applicable to the vehicle being repaired, the fee charged must be itemized separately on the estimate. The Contractor's toxic waste/EPA identification number must be printed on the estimates and invoices.
 - a. Estimates shall be itemized, a complete list of parts to be supplied and labor options to be performed. Paint and items that go into the repair, like hardeners, reducers, etc., can be listed as paint with a one-line entry.
 - b. Will absorb materials such as sand paper, tape, shop supplies, etc., as part of the Contractor's overhead.
- D. During the course of repair, if additional damage is found which is not included in original estimate, the County's Fleet Services Staff will have the option to inspect and approve or disapprove the additional repairs. The Contractor must submit a revised estimate to be emailed to the County's Fleet Services Staff upon creation.
- E. All estimates and revised estimates must be authorized by the County's Fleet Services Staff prior to the Contractor proceeding with repairs
- F. Estimates and revised estimates and final invoices must match.
- G. Submit estimates, revised estimates, final invoices, photos, copies of sublet invoices, alignment printouts and any other required paperwork by email, as attachments using any of the following file types: PDF, xls, jpg, doc, or txt.
- H. Final invoices shall be e-mailed or hand delivered at the time of completion and must meet the requirements of the Business and Professions Code section 9884.8 and California Code of Regulations section 3356.
- I. All correspondence will include the County vehicle ID number, license plate number, and type of correspondence (estimate, revised estimate, etc.).
- J. Quality parts must be Original Equipment Manufacturer (O.E.M.), no exceptions. New parts shall be utilized for all repairs unless authorized in writing.
 - a. The contractor will agree to replace vehicle's structural components with original factory components only and supply proof of purchase of said parts. Sheet metal parts may be O.E.M., County approved aftermarket, County approved recycled/used and will be noted as such on every estimate and invoice.

- b. All parts replaced must be retained for inspection by County staff must retain replaced parts for inspection.
 - c. Failure to notify the County's Shop Supervisor of substitution of a used part, where the appraisal/estimate calls for a new part may be cause for termination of a resulting Agreement.
- K. The County reserves the right to supply necessary parts to accomplish the repair.
- L. Apply painting materials according to the manufacturer's recommended procedures and apply material that will provide, at minimum, equal longevity compared to the original paint and procedures.
- M. All installations and fabrications are subject to the original manufacture's standards and must pass ISD-Fleet Services final quality control inspection.
- a. There shall be no additional charges accepted for Contractor return due to poor quality work. Only high quality work will be accepted for final payment.
- N. Make available free pick-up and delivery of vehicles/equipment.
- a. All repaired vehicles must be delivered by a member of the Contractor's staff who has the knowledge and experience to review and discuss the quality and completeness of repairs.
 - b. If work was sublet by the Contractor, there will be no additional towing cost to the County for towing/transferring the vehicle to a different repair facility.
- O. All repair vehicles must be stored in a secure storage area or building and the vehicle shall be locked at all times when not being serviced.
- P. Provide a written guarantee or warranty of not less than for the life of ownership, no exceptions.
- a. Guarantee the reliability and the accuracy of the sublet repairs just as if the work was done in house.
 - i. Supply sublet documentation when repairs are sublet.
 - ii. Guarantee that all structural procedures performed will return the vehicle back to manufacturer's specifications and demonstrate the ability to do so.
 - iii. Agree to perform any repairs according to the vehicle's factory recommended repair techniques.
 - 1. If no repair techniques are recommended, then I-CAR (Inter-Industry Conference on Automotive Collision Repair) repair procedures are to be used.
 - iv. Guarantee his product against any defect in workmanship or materials.
 - v. Failure to comply with these requirements shall result in immediate return of the vehicle at the expense of the Contractor for prompt repair. Poor quality work may result in the cancelation of a resulting Agreement.

- Q. All transportation and delivery charges for items necessary to perform services shall be fully prepaid by the Contractor, F.O.B. Destination.
- a. In extreme cases only, will the County pay for transportation or delivery charges.
 - b. The County reserves the right to request special shipment/freight priorities on parts which are needed immediately.
 - c. Only the County's Fleet Supervisor is authorized to request special shipment/freight.

Equipment Requirements

The Contractor will have the following equipment on their repair site or have access to equivalent services via subcontracting:

- A. A paint booth that is in legal compliance with all applicable laws.
 - a. The total facility shall conform to all applicable, city, county, state and federal codes, with no exceptions.
 - b. The paint booth shall be large enough in size to accommodate; vehicles of one (1) ton and under.
- B. A unibody dedicated bench system at the repair facility.
 - a. Personnel trained to use the unibody bench system. The bench system shall be capable of making multiple body and structural pulls for straightening.
 - b. A frame machine with measuring system for full frame vehicles.
- C. A proven state of the art frame straightening/alignment system for light duty vehicles one (1) ton and under.
 - a. The frame rack operator shall be a certified professional who can return the vehicle's frame to factory specifications. Frame equipment shall be able to handle major wrecks (Heavy Hitters).
- D. Agree to perform, or sublet, all vehicles in need of re-alignment.
 - a. This will be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles.
 - b. A print out of the readings after the alignment shall be provided with each repair order, no exceptions.
 - c. If this work is sublet the Contractor will submit the name of the sublet vendor that performed the alignment work. The sublet vendors' personnel must be qualified to perform alignment work.
- E. Own air conditioning recycling and charging stations for appropriate refrigerants as required by law.
 - a. The contractor employees must be certified to use this equipment or agree to have this service sublet to a repair facility that has the equipment and certified employees.
 - b. The equipment shall meet all state and federal requirements for refrigerant recycling.
- F. MIG or other electric spot welding equipment for body welding.
 - a. Gas welding is not acceptable, no exceptions.
 - b. The Contractor will ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done.
 - c. Any vehicle on board computers damaged by not disconnecting the computers before any welding operations will be replaced at no additional cost to the County.

Can the Contractor comply with all of the requirements above? If not, please describe any exceptions in detail and describe steps to be taken to minimize the impact of those exceptions. If no exceptions are listed it will be assumed bidder complies with all requirements within the RFSQ.

Yes

The above are minimum requirements. If bidders have other relevant equipment or services that they would like to offer; please list those services.

COST

Minor or Major Body Damage:	Labor Rate Per hour
Metal/Glass	\$ 60.00
Fiberglass	\$ 75.00
Frame	\$ 75.00
Refinish	\$ 60.00
Mechanical	\$ 75.00
Painting and Material	\$ 38.00
Toxic Waste/Hazardous Waste Disposal Fee (if any)	\$ 5.00 Per Job

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to portal basis, and shall be computed to the nearest one quarter (1/4) hour.

LIST OTHER EQUIPMENT, LABOR/SERVICES WHICH YOUR COMPANY WOULD LIKE TO OFFER IN RELATION TO LIGHT DUTY BODY VEHICLE COLLISION REPAIR SERVICES:

_____ \$ _____

_____ \$ _____

_____ \$ _____

List any relevant or additional certifications below:

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- A. The submittal will enable the County Department to appraise the general competence and qualifications of the responding firms. Please provide the listed information in the following sequence:
1. Firm name, address and phone number
 2. Type of organization (sole-proprietorship, partnership, or corporation)
 3. Firm principals who will be responsible for the project, and their educational background, credentials, training and experience
 4. Key personnel (including proposed sub-contractors, if applicable) who will work on the project with their educational background, credentials, training and experience on comparable projects
 5. List of current staff, including job classification
 6. Firm qualifications, including licenses
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 8. List the name and phone number of at least three (3) relevant client references

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INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

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- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
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This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Fleet Services Attn: Fleet Manager, 4551 E. Hamilton Ave, Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

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COUNTY OF FRESNO



REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER: 19-062 LIGHT DUTY AUTO BODY REPAIR

Issue Date: April 3, 2019

Closing Date: APRIL 26, 2019 AT 2:00 P.M.

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Debbie Scharnick at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms state in this RFSQ.
Bid must be signed and dated by an authorized officer or employee.

Greenway Auto Body Inc.
COMPANY
Joseph Alanis
CONTACT PERSON
1497 N. Blackstone Ave
ADDRESS
Fresno, CA
CITY
STATE 93783
ZIP CODE
559-48518468
TELEPHONE NUMBER
jgreenway62@yahoo.com
E-MAIL ADDRESS
Joseph Alanis
AUTHORIZED SIGNATURE
Joseph Alanis
PRINT NAME
PRES
TITLE

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KEY DATES

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The County of Fresno on behalf of Fleet Services is in need of vendors with the ability to provide repair services for light-duty vehicles that have been damaged in collisions. All selected vendors must have the ability to accommodate the varied needs of repairing the County's fleet on an as-needed basis.

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- Chip and scratch repair
- Clear coat finishes
- Collision services
- Dent repair

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- Frame straightening
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REQUIREMENTS

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- E. All estimates and revised estimates must be authorized by the County's Fleet Services Staff prior to the Contractor proceeding with repairs
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- H. Final invoices shall be e-mailed or hand delivered at the time of completion and must meet the requirements of the Business and Professions Code section 9884.8 and California Code of Regulations section 3356.
- I. All correspondence will include the County vehicle ID number, license plate number, and type of correspondence (estimate, revised estimate, etc.).
- J. Quality parts must be Original Equipment Manufacturer (O.E.M.), no exceptions. New parts shall be utilized for all repairs unless authorized in writing.
 - a. The contractor will agree to replace vehicle's structural components with original factory components only and supply proof of purchase of said parts. Sheet metal parts may be O.E.M., County approved aftermarket, County approved recycled/used and will be noted as such on every estimate and invoice.

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 - c. Failure to notify the County's Shop Supervisor of substitution of a used part, where the appraisal/estimate calls for a new part may be cause for termination of a resulting Agreement.
- K. The County reserves the right to supply necessary parts to accomplish the repair.
- L. Apply painting materials according to the manufacturer's recommended procedures and apply material that will provide, at minimum, equal longevity compared to the original paint and procedures.
- M. All installations and fabrications are subject to the original manufacture's standards and must pass ISD-Fleet Services final quality control inspection.
 - a. There shall be no additional charges accepted for Contractor return due to poor quality work. Only high quality work will be accepted for final payment.
- N. Make available free pick-up and delivery of vehicles/equipment.
 - a. All repaired vehicles must be delivered by a member of the Contractor's staff who has the knowledge and experience to review and discuss the quality and completeness of repairs.
 - b. If work was sublet by the Contractor, there will be no additional towing cost to the County for towing/transferring the vehicle to a different repair facility.
- O. All repair vehicles must be stored in a secure storage area or building and the vehicle shall be locked at all times when not being serviced.
- P. Provide a written guarantee or warranty of not less than for the life of ownership, no exceptions.
 - a. Guarantee the reliability and the accuracy of the sublet repairs just as if the work was done in house.
 - i. Supply sublet documentation when repairs are sublet.
 - ii. Guarantee that all structural procedures performed will return the vehicle back to manufacturer's specifications and demonstrate the ability to do so.
 - iii. Agree to perform any repairs according to the vehicle's factory recommended repair techniques.
 - 1. If no repair techniques are recommended, then I-CAR (Inter-Industry Conference on Automotive Collision Repair) repair procedures are to be used.
 - iv. Guarantee his product against any defect in workmanship or materials.
 - v. Failure to comply with these requirements shall result in immediate return of the vehicle at the expense of the Contractor for prompt repair. Poor quality work may result in the cancelation of a resulting Agreement.

- Q. All transportation and delivery charges for items necessary to perform services shall be fully prepaid by the Contractor, F.O.B. Destination.
- a. In extreme cases only, will the County pay for transportation or delivery charges.
 - b. The County reserves the right to request special shipment/freight priorities on parts which are needed immediately.
 - c. Only the County's Fleet Supervisor is authorized to request special shipment/freight.

Equipment Requirements

The Contractor will have the following equipment on their repair site or have access to equivalent services via subcontracting:

- A. A paint booth that is in legal compliance with all applicable laws.
 - a. The total facility shall conform to all applicable, city, county, state and federal codes, with no exceptions.
 - b. The paint booth shall be large enough in size to accommodate; vehicles of one (1) ton and under.
- B. A unibody dedicated bench system at the repair facility.
 - a. Personnel trained to use the unibody bench system. The bench system shall be capable of making multiple body and structural pulls for straightening.
 - b. A frame machine with measuring system for full frame vehicles.
- C. A proven state of the art frame straightening/alignment system for light duty vehicles one (1) ton and under.
 - a. The frame rack operator shall be a certified professional who can return the vehicle's frame to factory specifications. Frame equipment shall be able to handle major wrecks (Heavy Hitters).
- D. Agree to perform, or sublet, all vehicles in need of re-alignment.
 - a. This will be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles.
 - b. A print out of the readings after the alignment shall be provided with each repair order, no exceptions.
 - c. If this work is sublet the Contractor will submit the name of the sublet vendor that performed the alignment work. The sublet vendors' personnel must be qualified to perform alignment work.
- E. Own air conditioning recycling and charging stations for appropriate refrigerants as required by law.
 - a. The contractor employees must be certified to use this equipment or agree to have this service sublet to a repair facility that has the equipment and certified employees.
 - b. The equipment shall meet all state and federal requirements for refrigerant recycling.
- F. MIG or other electric spot welding equipment for body welding.
 - a. Gas welding is not acceptable, no exceptions.
 - b. The Contractor will ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done.
 - c. Any vehicle on board computers damaged by not disconnecting the computers before any welding operations will be replaced at no additional cost to the County.

Can the Contractor comply with all of the requirements above? If not, please describe any exceptions in detail and describe steps to be taken to minimize the impact of those exceptions. If no exceptions are listed it will be assumed bidder complies with all requirements within the RFSQ.

The above are minimum requirements. If bidders have other relevant equipment or services that they would like to offer; please list those services.

COST

Minor or Major Body Damage:	Labor Rate Per hour
Metal/Glass	\$ 58.00
Fiberglass	\$ 58.00
Frame	\$ 68.00
Refinish	\$ 58.00
Mechanical	\$ 68.00
Painting and Material	\$ 38.00
Toxic Waste/Hazardous Waste Disposal Fee (if any)	\$ 7.50

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to portal basis, and shall be computed to the nearest one quarter (1/4) hour.

LIST OTHER EQUIPMENT, LABOR/SERVICES WHICH YOUR COMPANY WOULD LIKE TO OFFER IN RELATION TO LIGHT DUTY BODY VEHICLE COLLISION REPAIR SERVICES:

Aluminum / Repair or Replace \$ 90.⁰⁰

\$ _____

\$ _____

List any relevant or additional certifications below:

Advance training I-Car Steering & Suspension

I-Car Finish & matching

Society of Collision Repair

Cheff E-2 Liner Frame Repair

Mitchell Auto Collision Estimating

SUBMITTAL REQUIREMENTS

- A. The submittal will enable the County Department to appraise the general competence and qualifications of the responding firms. Please provide the listed information in the following sequence:
1. Firm name, address and phone number
 2. Type of organization (sole-proprietorship, partnership, or corporation)
 3. Firm principals who will be responsible for the project, and their educational background, credentials, training and experience
 4. Key personnel (including proposed sub-contractors, if applicable) who will work on the project with their educational background, credentials, training and experience on comparable projects
 5. List of current staff, including job classification
 6. Firm qualifications, including licenses
 7. List current projects or commitments for similar services in progress
 8. List the name and phone number of at least three (3) relevant client references

CONTRACT TERM

It is the County's intent to contract with the successful bidder(s) for a term of three (3) years. Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

Total fees paid to the each contractor will be dependent upon the bid provided by contractor. No guarantee is made that the total fee or any fee will be received by the contractor.

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Fleet Services Attn: Fleet Manager, 4551 E. Hamilton Ave, Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

APPEALS

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFSQ. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFSQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

COST

Minor or Major Body Damage:	Labor Rate Per hour
Metal/Glass	\$ 50.00
Fiberglass	\$ 50
Frame	\$ 75
Refinish	\$ 50
Mechanical	\$ 82.50
Painting and Material	\$ 33
Toxic Waste/Hazardous Waste Disposal Fee (if any)	\$ 3.00

Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.

LIST OTHER EQUIPMENT, LABOR/SERVICES WHICH YOUR COMPANY WOULD LIKE TO OFFER IN RELATION TO LIGHT DUTY BODY VEHICLE COLLISION REPAIR SERVICES:

Suspension & end alignment a/c repair	\$ 82.50
General veh maintenance	\$ 82.50
	\$

List any relevant or additional certifications below:

SUBMITTAL REQUIREMENTS

- A. The submittal will enable the County Department to appraise the general competence and qualifications of the responding firms. Please provide the listed information in the following sequence:
1. Firm name, address and phone number
 2. Type of organization (sole-proprietorship, partnership, or corporation)
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Prestige collision center 4002 N Main Fresno CA 93727

S corp

Jose Ayala GM & I car trained owned prestige for 9 1/2 years

Jose & Chris

4 body techs

1 Painter 1 prepper

1 detailer

2 office staff

Repairs for PG&E vch & CHP vch

Brian Yrless Clouig VW 559-314 1400

Todd@ PG&E Fresno 559 263-7290

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