



County of Fresno

INTERNAL SERVICES DEPARTMENT

Facilities • Fleet • Graphics • Purchasing • Security • Technology

PROCUREMENT AGREEMENT

Agreement Number P-23-007

December 2, 2022

Alarmed, Inc. DBA A-1 Auto Electric
2320 Stanislaus St
Fresno, CA 93721

The County of Fresno (County) hereby contracts with Alarmed, Inc. DBA A-1 Auto Electric (Contractor) to Maintenance & Repair for Sheriff's Vehicles in accordance with the text of this agreement, and the Attachment "A".

TERM: This Agreement shall become effective January 1, 2023 and shall remain in effect through December 31, 2025.

EXTENSION: This Agreement may be extended for two (2) additional one (1) year periods by the mutual written consent of all parties.

MINIMUM ORDERS: Unless stated otherwise there shall be no minimum order quantity. The County reserves the right to increase or decrease orders or quantities.

CONTRACTOR'S SERVICES: Contractor shall perform the services as described in Attachment "A" attached, at the rates set forth in Attachment "A".

ORDERS: Orders will be placed on an as-needed basis by The Fresno County Sheriff's Office under this contract.

PRICES: Prices shall be firm for the contract period.

MAXIMUM: In no event shall services performed and/or fees paid under this Agreement be in excess of Two Hundred Thousand Dollars (\$200,000.00).

ADDITIONAL ITEMS: The County reserves the right to negotiate additional items to this Agreement as deemed necessary. Such additions shall be made in writing and signed by both parties.

DELIVERY: The F.O.B. Point shall be the destination within the County of Fresno. All orders shall be delivered complete as specified. All orders placed before Agreement expiration shall be honored under the terms and conditions of this Agreement.

DEFAULT: In case of default by Contractor, the County may procure the articles/services from another source and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by any other legal means available to the County. The prices paid by County shall be considered the prevailing market price at the time such purchase is made. Inspection of deliveries or offers for delivery, which do not meet specifications, will be at the expense of Contractor.

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INVOICING: All invoices are to be delivered to Fresno County Sheriff's Office Fleet staff upon return of vehicle. Each invoice shall reference the contract number and the equipment number if applicable. Invoice terms shall be Net 45 Days.

INVOICE TERMS: Net forty-five (45) days from the receipt of invoice.

TERMINATION: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.

LAWS AND REGULATIONS: The Contractor shall comply with all laws, rules and regulations whether they be Federal, State or municipal, which may be applicable to Contractor's business, equipment and personnel engaged in service covered by this Agreement.

AUDITS AND RETENTION: Terms and conditions set forth in the agreement associated with the purchased goods are incorporated herein by reference. In addition, the Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

LIABILITY: The Contractor agrees to:

Pay all claims for damage to property in any manner arising from Contractor's operations under this Agreement.

Indemnify, save and hold harmless, and at County's request defend the County, its officers, agents and employees from any and all claims for damage or other liability, including costs, expenses (including attorney's fees and costs), causes of action, claims or judgments resulting out of or in any way connected with Contractor's performance or failure to perform by Contractor, its agents, officers 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.

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

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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 signs and 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, Sheriff's Administration Building, 2200 Fresno Street, Fresno, CA 93721**, 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. **Certificates of Insurance are to include the contract number at the top of the first page.**

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.

COMING ON COUNTY PROPERTY TO DO WORK: Contractor agrees to provide maintain and furnish proof of Comprehensive General Liability Insurance with limits of not less than \$500,000 per occurrence.

INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such

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matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other party.

AMENDMENTS: This Agreement constitutes the entire Agreement between the Contractor and the County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, Request for Proposals, Bids and understandings of any nature whatsoever unless expressly included in this Agreement. This Agreement supersedes any and all terms set forth in Contractor's invoice. This Agreement may be amended only by written addendum signed by both parties.

INCONSISTENCIES: In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Attachment "A"); (2) Attachment "A".

GOVERNING LAWS: This Agreement shall be construed, interpreted and enforced under the laws of the State of California. Venue for any action shall only be in County of Fresno.

ELECTRONIC SIGNATURES: The parties agree that this Agreement may be executed by electronic signature as provided in this section.

- A. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature.
- B. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- C. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- D. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

Please acknowledge your acceptance by returning **all pages** of this Agreement to my office via email.

Please refer any inquiries in this matter to Crystal Nino, Purchasing Technician, at 559-600-7113 or cnino@fresnocountyca.gov.

FOR THE COUNTY OF FRESNO

Gary E. Cornuelle
Purchasing Manager
333 W. Pontiac Way
Clovis, CA 93612

GEC:cn

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CONTRACTOR TO COMPLETE:

Company: _____

Type of Entity:

☐ Individual

☐ Limited Liability Company

☐ Sole Proprietorship

☐ Limited Liability Partnership

☐ Corporation

☐ General Partnership

Address City State Zip

TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

Print Name &
Title: _____ Print Name & Title: _____

Signature: _____ Signature: _____

ACCOUNTING USE ONLY

ORG No.: 31113229

Account No.: 7205

Requisition No.: 3111233026
(08/2022)

ATTACHMENT "A"

Scope of Work

Services required will consist mostly of smog services, but can also include precise scheduled maintenance, (i.e., oil & filter change, safety checks, fluid checks, etc.), specified general repairs (i.e., brake jobs, heating/air, electrical, turning rotors, alignments etc.), specialized item repairs (i.e., transmission and engine rebuild/replace, electrical system component repair etc.) and non-explicit maintenance and repairs (including diesel and CNG/propane equipment such as forklifts).

All service and maintenance work shall be in accordance with the manufacturers' recommendations and policies, or as specifically directed by Sheriff Fleet Mechanics or Fleet Manager.

Experienced and qualified staff, (ASE/CSA certified mechanics) must be maintained to perform the services described. Contractor shall be a state certified smog test and repair facility with state BAR. Contractor must maintain a properly equipped facility to perform the required services and shall have the staff and equipment to perform all required work on site, no subletting for common services listed. Sublet work will only be allowed for unusual or extraordinary work. All sublet vendors must be preapproved by the Sheriff Fleet Manager. Contractor must possess a permit to dispose of all waste deemed hazardous, due to any of the services described.

Vendor shall install parts provided by County from a County Parts Contract if requested by the Sheriff's Office.

All replacement parts, fluids, materials, etc. used by the contractor in performing services under the ensuing contract shall be **OEM** (Original Equipment Manufacturer) or preapproved by the Fresno County Sheriff's Mechanics or Fleet Manager in order to maintain manufacturer's warranty. Preapproval will apply to each individual repair. No additional charge will be allowed if the Fleet Manager rejects the part offered by the vendor.

Various individual services are divided into multiple groupings; such services groupings are referred to "A", "B", "C", and "D" Services. "A", "B", "C", and "D" Services are collectively referred to as "**STANDARD SERVICES**". The specific services included with each service grouping are identified below.

STANDARD SERVICES (Gas and Diesel)

"A" SERVICE DESCRIPTION (every 4000 miles)

The cost of the "A Service" shall include the addition of up to six (6) quarts of the various fluids. These fluids shall be added as needed. The vendor may make an additional charge for fluid in excess of six (6) quarts.

1. CHECK FOR OPERATOR COMPLAINTS

2. CHANGE OIL

3. CHECK OIL PAN PLUG AND REPLACE AS NEEDED

4. CHANGE OIL FILTER

5. CHANGE AIR FILTER UPON APPROVAL-Contractor to obtain approval from Fleet Garage for replacement, cost of filter may be added to cost of "A" service.

6. ROTATE TIRES AND ADVISE ON REPLACEMENT (*Tread Depth shall be entered on the work order*)

CHECK TIRE PRESSURE AND ADD AIR AS NEEDED

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8. INSPECT BRAKE ROTORS / PADS AND ADVISE ON REPLACEMENT (Thickness of pads and rotors shall be entered on work order) *(Must have approval by Sheriff's Fleet Garage to perform Brake Job – use Factory OEM parts or brake parts approved by Sheriff's Fleet.*

9. LUBE CHASIS

10. LUBE DOOR AND HINGES

11. LUBE HOOD RELEASE CABLE

12. CHECK BRAKE FLUID LEVEL *(Do Not Add – Advise Sheriff's Fleet Garage)*

13. CHECK COOLANT LEVEL AND ADD AS NEEDED

14. CHECK DIFFERENTIAL FLUID LEVEL AND ADD AS NEEDED

15. CHECK TRANSMISSION FLUID LEVEL AND ADD AS NEEDED

16. CHECK POWER STEERING FLUID LEVEL AND ADD AS NEEDED

17. CHECK WINDSHIELD WASHER FLUID LEVEL AND ADD AS NEEDED

18. CHECK BATTERY LEVEL AND ADD WATER AS NEEDED

19. CLEAN BATTERY CABLE CONNECTIONS AS NEEDED

20. INSPECT ALL DRIVE BELTS AND ADVISE SHERIFF OF CONDITION

21. INSPECT COOLING SYSTEM HOSES, CLAMPS AND WATER PUMP AND ADVISE SHERIFF OF CONDITION

22. INSPECT DRIVE LINE AND LUBE U-JOINTS AND ADVISE SHERIFF OF CONDITION

23. INSPECT WINDSHIELD AND ADVISE SHERIFF OF CONDITION

24. INSPECT WINDSHIELD WIPERS CHANGE IF NEEDED, cost of wipers may be added to standard cost of "A" Services

25. INSPECT LIGHTS AND REPLACE BULBS AS NEEDED (Cost of Lamp cost may be added to "A" services cost but labor charge is included in the 'A Service proposal.)

26. INSPECT EMERGENCY LIGHTS AND REPLACE BULBS AS NEEDED *(Advise Sheriff's Fleet Garage) (The Sheriff's Fleet Office will provide specialized lamps for this requirement. Labor will be included in 'A Service' proposal.)*

All parts and fluids used are to be in accordance with the manufacturers' recommendations.

NOTE: Put "Next Service Sticker" on vehicle and note service in vehicle service book.

"B" SERVICE DESCRIPTION

All items included under the 'A Service' requirements plus transmission flush, new transmission fluid and replacement of the transmission filter on applicable vehicles. All parts and fluids are to be in accordance with the manufacturers' recommendations.

"C" SERVICE DESCRIPTION

REPLACE SPARK PLUGS (PLATINUM)

REPLACE SPARK PLUG WIRES

REPLACE PCV VALVE

REPLACE FUEL FILTER

SERVICE REAR DIFFERENTIAL

COOLANT FLUSH

All parts and fluids are to be in accordance with the manufacturers' recommendations.

"D" SERVICE DESCRIPTION

FLUSH COOLING SYSTEM

FLUSH BRAKE SYSTEM

FLUSH POWER STEERING SYSTEM

All parts and fluids are to be in accordance with the manufacturers' recommendations.

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OTHER SERVICES (Gas and Diesel)

FRONT END ALIGNMENT and SUSPENSION REPAIR

AIR CONDITIONING SYSTEM SERVICE (Includes checking for proper pressure, leaks and adding necessary Freon.)

EMISSION (SMOG) CHECK and REPAIR

BRAKE PADS WITH TURNING OF ROTORS ONE AXLE

BRAKE PADS WITH TURNING OF ROTORS ALL AXLES

BRAKE PADS AND ROTORS ONE AXLE

BRAKE PADS AND ROTORS ALL AXLES

BRAKE PADS WITH TURNING OF ROTORS ONE AXLE 4 X 4

BRAKE PADS WITH TURNING OF ROTORS ALL AXLES 4 X 4

BRAKE PADS AND ROTORS ONE AXLE 4 X 4

BRAKE PADS AND ROTORS ALL ALXLES 4 X 4

REAR DIFFERENTIAL SERVICE

PCV VALVE REMOVAL & REPLACEMENT

PICKUP AND DELIVERY SERVICES

Vendor shall provide pickup and delivery service in the Fresno-Clovis metropolitan area. This shall apply regardless of the service to be performed. Vehicles picked up before 12:00 noon shall be serviced and returned to the Sheriff's Fleet by not later than 5:00 pm on the same day (excluding Fridays, Saturdays, Sundays and holidays). Vehicles picked up after 12:00 noon shall be delivered to the Sheriff's Fleet by 12:00 noon of the following day. The term "following day" shall exclude weekends and County holidays. General rule of 24 hour turnaround time will apply to basic maintenance service.

Vendor will be required to pick up vehicles for service by 9:00 am of the day following notification when notified before 3:00 pm. The term "day following notification" shall exclude weekends and County holidays. Vehicles shall be picked up and delivered to: (unless otherwise specified and agreed)

Sheriff's Fleet Garage: 807 S. Chance Ave, Fresno, CA 93702.

"Out of Services" signs must be displayed during pick up and transportation of all marked sheriff vehicles. Magnetic signs will be provided by Sheriff's Fleet. Failure to comply with the above provisions five or more times within a 60 day period will be deemed a violation of the ensuing agreement.

MAINTENANCE INTERVALS

	4k	8k	12k	16k	20k	24k	28k	32k	36k	40k	44k	48k	52k	56k	60k
A-Service	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Transmission Service "B"			X			X			X			X			X
Tune Up "C"									X						
Fluid Flush & Service "D"															
	64k	68k	72k	76k	80k	84k	88k	92k	96k	100k	104k	108k	112k	116k	120k
A-Service	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Transmission Service "B"			X			X				X			X		
Tune Up "C"			X							X					
Fluid Flush & Service "D"										X					

Rates

Gas vehicle repair base hourly rate:	\$140.00
Gas auto parts – OE, Dealer:	-15%
Gas auto parts – non-OE:	-25%
Diesel vehicle repair base hourly rate:	\$140.00
Diesel vehicle parts – OE, Dealer:	-15%
Diesel vehicle parts – non-OE:	-25%
Smog inspection – Gas (including all electronic filing and certs):	\$58.25
Smog inspection – Diesel (including all electronic filing and certs):	\$58.25
CNG/Propane basic hourly rate:	\$140.00
Pick-up and delivery fee:	No charge