



COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
1488 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-4990

REQUEST FOR QUOTATIONS

#10751

For

FOR AUTO BODY REPAIR SERVICES

Proposals are due by 3:00 P.M., PST, December 20, 2019

Draft Approved by Counsel Printed Name K. Hansen Oct. 11, 2019

Draft Approved by Counsel Signature _____

Draft Approved by C/P Supervisor JAM

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey *County Administrative Office (CAO)*, hereinafter referred to as “County”, is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to provide automotive body repair services on an as needed basis. The County intends to award a three (3) year contract with option to renew for two (2) additional one (1) year periods to one or more CONTRACTORS.
- 1.2 This solicitation is not intended to create an exclusive service AGREEMENT. County retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California. approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles.
- 2.2 The County manages a fleet of approximately 1,300 vehicles. The fleet composition consists of foreign and domestic automobiles and trucks, both large and small ranging from hybrid fuel efficient automobiles to police interceptors; vans and pick-up trucks including specialized equipment.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|-----------------------------------|
| 3.1 | Issue RFQ | December 5, 2019 |
| 3.2 | Deadline for Written Questions | 3:00 p.m., PST, December 13, 2019 |
| 3.3 | Proposal Submittal Deadline | 3:00 pm., PST, December 20, 2019 |
| 3.4 | Estimated Notification of Selection | January 3, 2020 |
| 3.5 | Estimated AGREEMENT | February 2020 |

This schedule is subject to change as necessary.

- 3.6 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTOR’S SOLE RESPONSIBILITY TO ENSURE THEY RECEIVE ALL ADDENDA FOR THIS RFQ** by either informing the County of their

mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County: **Jaime Ayala**, Deputy Purchasing Agent
Contracts/Purchasing Department
1488 Schilling Place
Salinas, CA 93901
PHONE : (831) 783-7047
FAX : (831) 755-4969
Email : AyalaJ@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 The SCOPE OF WORK includes auto body repairs and repair practices to include but is not limited to the following:
- 5.1.1 Body repair and/or replacement of body panels
 - 5.1.2 Refinishing
 - 5.1.3 Frame Straightening
 - 5.1.4 Decal Services
 - 5.1.5 Painting
- 5.2 CONTRACTOR(s) shall furnish all necessary labor, parts, and services in accordance with the provisions, terms and conditions set forth in this RFQ.

5.3 Labor, parts, and services shall be performed and executed at the contracted rates as set forth in ***ATTACHMENT A - PRICE SHEET***.

5.3.1 The hourly labor rates shall be the maximum hourly charge allowed during the initial term of the Agreement.

5.4 The County reserves the right to reject proposals from consideration if CONTRACTOR is not in good standing with the County with respect to any contract work with the County, or with any other entity, that has been undertaken by the CONTRACTOR within the past 5 years.

5.4.1 In its evaluation of good standing, County will take into account factors to include but is not limited to:

5.4.1.1 Timeliness of work

5.4.1.2 Whether work was completed by qualified persons in a professional manner according to accepted industry standards

5.4.1.3 Whether work was completed within the original agreed upon price estimate

5.5 CONTRACTOR shall follow repair standards that include but are not limited to:

5.5.1 Masking, protecting or removing and re-installing all chrome, glass, lighting equipment (light bars, strobes), winches, etc. and any other vehicle component(s) or accessory(ies) that could be damaged while making repairs.

5.5.2 Making all necessary adjustments, aligning doors, hood decks, trucks, fenders, or other body components such as hinges, latches, etc., that are not damaged, but would require such labor to produce a finished job.

5.5.3 Aligning front and/ or rear ends (casters, camber, and toe-in, etc.) when collision damage has affected them.

5.5.4 Reapplying rust-proofing and under-coating in any repaired areas which originally had this type of protection.

5.5.5 Recovering seat(s), arm rest(s), headliner, etc., if so requested by County.

5.5.6 Where applicable, resetting, repairing, and/or restoring any active or passive restraint systems such as seat and shoulder harnesses, and/or air bag systems to fully functional new original equipment manufacturers (O.E.M.) factory standards.

5.5.7 Completing color change for vehicles or equipment must include door jams, hood, truck, and deck jams.

5.6 CONTRACTOR, when installing auto body parts, shall follow repair standards that include but are not limited to:

5.6.1 All body parts shall meet the automobile manufacturer's specification requirements.

5.6.2 County does not always require that new body parts be used.

a. Used parts, at the sole discretion of the County, may be installed depending on the age and value of the equipment being repaired.

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

- 5.12 If additional costs (labor and/or parts) are identified due to hidden damage, CONTRACTOR shall notify County within two (2) business days after receipt of the vehicle to be repaired.
 - 5.12.1 Approved additional costs shall be itemized on an invoice. separate from the original estimate, and clearly identified as hidden damages.
 - 5.12.2 Should the County not accept CONTRACTOR's estimate of additional charges and/or delivery delay attributable to the hidden damage, the County may, at its sole discretion, require that CONTRACTOR return the vehicle within 48 hours to the County without any additional charges.
 - 5.12.3 The County's only liability shall be for work already approved and completed.
- 5.13 Authorization to Begin Work starts when the County or a designated County official returns a copy of the "Approved" Estimate of Repair Cost form, including RFQ _____ Purchase Order Number to the CONTRACTOR assigned to the work order.
- 5.14 Upon notification of work by County Fleet Management, CONTRACTOR shall transport the vehicle from the requesting COUNTY department's facility and begin work within two (2) business days after notification of award.
- 5.15 CONTRACTOR shall be responsible for the safe pickup, transport, and delivery of vehicles.
 - 5.16.1 All transportation of vehicles shall be done without additional charge to the County.
- 5.16 Upon return of the finished vehicle, if the County determines that the vehicle was not properly repaired according to accepted industry standards, the County will discuss the matter with the CONTRACTOR for full resolution in the best interest of the County.
 - 5.16.1 CONTRACTOR who provides poor quality repair, excessive hidden damage estimates, excessive delays in completing repairs or who is otherwise not in compliance with the terms and conditions of RFQ #10751 may be dropped from the auto body repair service program without notice.
- 5.17 CONTRACTOR shall be responsible for the security and storage of County vehicle(s) at their repair facility.
 - 5.17.1 CONTRACTOR(s), at all times, shall fully protect County property entrusted to CONTRACTOR'S care.
- 5.18 CONTRACTOR shall reimburse the County for any and all damages to County property in their care, such as unwarranted wear and tear, acts of vandalism and malicious mischief, any and all physical damages, including acts of commission and/or omission by CONTRACTOR'S employees and others.

- 5.19 CONTRACTOR shall hold and maintain at minimum one of the following certifications:
- I-Car
 - ASA
 - ASE
- 5.20 If any license, permit, or approval is necessary from any agency whatsoever for the service or work to be performed pursuant to the terms and conditions of this Agreement, CONTRACTOR(s) will obtain such approvals at its own expense prior to commencement of said work or service under this Agreement.
- 5.21 CONTRACTOR shall maintain all paint booths in legal compliance with all applicable federal, state and local laws and regulations.
- 5.22 CONTRACTOR is responsible for all claims for damage due to its providing the Countywide Automotive Body Repair services.
- 5.23 CONTRACTOR, during any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.
- 5.24 Any damage caused by CONTRACTOR must be repaired by CONTRACTOR in an appropriate and timely manner.
- 5.25 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of three (3) year(s) with the option to extend the AGREEMENT for two (2) additional one (1) year period(s).
- 6.2 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

6.3 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

6.3.1 Both parties shall agree upon rate extension(s) or changes in writing after expiration of the initial three-year term of the AGREEMENT.

6.3.2 The County is not required to state a reason if it elects not to renew.

7.0 LICENSING/SECURITY REQUIREMENTS

7.1 CONTRACTOR shall be licensed by the Bureau of Automotive Repair (BAR), for the entire term of the AGREEMENT.

7.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.

7.3 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

7.4 CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.

7.4.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s), which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

7.4.2 CONTRACTOR is responsible for the cost of the State and Federal level criminal background check(s).

7.4.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities or other facilities deemed restricted or high security.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

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

Proposal Layout;
Organize and Number Sections as Follows:

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

Section 1 Requirements:

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

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

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

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

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Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 7.0 of this RFQ.

Section 3, Project Experience & References:

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

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

CONTRACTOR shall provide at least three (3) references for which it provided services similar (preferably California State or local government agencies) to the scope of work described herein within the last three (3) years. These services must have been provided for a minimum of one (1) year. Information to be provided is:

1. Client Name
2. Project Description
3. Project Start and End Dates
4. Client Project Manager, name, telephone number and email address

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

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as those issued by OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR, or any business organization which owns or operates CONTRACTOR, from any public agency during 2015 up to and including the present day.

Section 4, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to Section 5.2 herein and the County's Climate-Friendly Purchasing Policy
(Reference: [Monterey County Climate-Friendly Policy](#)).

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 5, Pricing (Attachment A):

CONTRACTOR shall complete and submit pricing as per ATTACHMENT A_PRICING SHEET attached hereto.

CONTRACTOR shall describe its warranty for services parts provided.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

Section 6, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION#10751." Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFQ or AGREEMENT.

Section 7, Local Business Declaration Form (Attachment B) (if applicable)

CONTRACTOR shall declare whether it is a Local Business or not in accordance with the County of Monterey's Local Business Preference Policy.

[Monterey County Local Preference Policy](#)

Section 8, Exceptions:

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #10751". Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFQ or AGREEMENT.

Section 9, Appendix:

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

Section 10, Statement to Service Entire County:

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

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

8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposals shall adhere to the following:

8.2.1 Four (4) sets of the proposal (one original proposal marked “Original” plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “**RFQ #10751**”. In addition, submit one (1) electronic version of the entire proposal on a USB memory stick. Additional copies may be requested by the County at its discretion.

8.2.2 Proposals shall be prepared on 8-1/2” x 11” paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.

8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in **BLUE** ink any item which no longer is applicable or accurate.

8.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals submitted without that page will be deemed non-responsive. Proposal signature must be manual, in **BLUE** ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in **BLUE** ink in the original proposal copy as well. Errors may be crossed out and corrections printed in **BLUE** ink or typed adjacent, and must be initialed in **BLUE** ink by the person signing the proposal.

8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page. Any other markings, including the use of the phrase “Confidential” or “Proprietary”, if not made in the manner and location set forth herein, will be understood to be residual, and will be disregarded.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER “RFQ #10751”. and CONTRACTORS COMPANY NAME.**
- 9.2 Mailing Address: Proposal shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 Due Date: Proposal must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within ninety (90) days after opening. Monterey County reserves the right to reject all proposals, or part of any proposal, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal and that would not affect a CONTRACTOR’S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey.
- 9.7 No Bid: If a CONTRACTOR does not wish to submit a proposal but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid”.
- 9.8 Compliance: Proposals that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 9.9 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal.

CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

10.2 The selection criteria shall include the following:

Scoring Criteria	Possible Points
Ability of the contractor(s) to provide the necessary service as described within RFQ # 10751	20
Full service, on-site capabilities	25
Quality of completed work	10
Client references and ability of the contractor to demonstrate direct experience with clients of similar size, scope, and complexity	10
Cost	30
Local preference	5
Total Possible Points	100

10.3 AGREEMENT award(s) will not be based on cost alone.

10.4 To the extent of personnel and equipment to be provided under this AGREEMENT, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR’S equipment prior to award of the AGREEMENT.

10.5 The award(s) resulting from this RFQ will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.

10.6 The award made from this RFQ may be subject to approval by the County Board of Supervisors.

11.0 PRICING

11.1 CONTRACTOR will include pricing for the provision of standard services on ATTACHMENT A Pricing Sheet with CONTRACTOR’s response to this RFQ.

11.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING SHEET shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.

11.4 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.

- County will provide a defined scope.
- Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- Prices quoted for services must remain in effect for a minimum of thirty (30) days.
- Invoicing by CONTRACTOR(s) will clearly itemize, but is not limited to, the following:
 - County Department receiving services,
 - Purchase order number under which invoice is to be charged,
 - Services provided,
 - Date(s) of services

Proposals should include any early discounts and/or incentives offered. All applicable tax shall be included as a separate line item.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 General Requirements: General Requirements: Each local supplier funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 12.2 Rights of First Refusal: For competitive bids that require contracts to be awarded to the lowest responsible bidder, each local supplier who is within five (5) percent of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five (5) percent of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid; the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.
- 12.3 For contracts awarded pursuant to requests for proposals or requests for quotations, the awarding authority may consider, as one of the factors in determining the most suitable proposal or quotation, whether a local supplier submits the proposal or quotation.
- 12.4 Definitions: For the purpose of this Section 12, the following terms have the meanings indicated:
- 12.4.1 "Area" means Monterey County, San Benito County, and Santa Cruz County.
- 12.4.2 "Bid" includes any competitive bid, whether formal or informal.

- 12.4.3 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.
- 12.4.4 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

13.0 INSURANCE REQUIREMENTS

13.1 Evidence of Coverage:

- 13.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 13.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

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

13.3 Insurance Coverage Requirements:

- 13.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:
- (i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 - (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

13.4 Other Insurance Requirements:

- 13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 13.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 13.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10

10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 13.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

14.0 CONTRACT AWARDS

- 14.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 14.2 Multiple Award(s): County has the option to award a portion or portions of this contract to multiple successful CONTRACTORS at the sole discretion of and benefit to County.
- 14.3 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 14.4 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 14.5 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 14.6 Notification: All CONTRACTORS who have submitted a Proposal will be notified of the final decision as soon as it has been determined.

- 14.7 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

15.0 SEQUENTIAL CONTRACT NEGOTIATION

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

16.0 AGREEMENT TO TERMS AND CONDITIONS

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

17.0 COLLUSION

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

18.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION". Any material not marked in strict compliance with Section 8.3 will be viewed as non-proprietary and may be disclosed. -The

County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

19.0 PIGGYBACK CLAUSE

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

SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY AGREEMENT \$100,000 OR MORE with all terms and conditions may be viewed at:

<https://www.co.monterey.ca.us/home/showdocument?id=81980>

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

ATTACHMENT A: PRICING SHEET

CONTRACTOR NAME:

CATEGORY	RATE
Labor Hourly Rate	
Painting/hour rate	
Daily Storage Fee (if applicable)	
Environmental Fee (if applicable)	

ATTACHMENT B: REFERENCES

Provide a list of at least three (3) customers for whom you have recently provided similar services (preferably California State or local government agencies). Be sure to include addresses and phone numbers.

Reference Name: _____	City: _____
Contact: _____	Phone No.: () _____
Dates Served: _____	
Service Provided: _____	

Reference Name: _____	City: _____
Contact: _____	Phone No.: () _____
Dates Served: _____	
Service Provided: _____	

Reference Name: _____	City: _____
Contact: _____	Phone No.: () _____
Dates Served: _____	
Service Provided: _____	

Reference Name: _____	City: _____
Contact: _____	Phone No.: () _____
Dates Served: _____	
Service Provided: _____	

Reference Name: _____	City: _____
Contact: _____	Phone No.: () _____
Dates Served: _____	
Service Provided: _____	

Failure to provide a list of at least three (3) customers may be cause for rejection of this Solicitation.

END ATTACHMENT B

ATTACHMENT C: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy”, adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify they meet the definition of “Local Vendor” as defined and in accordance to the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <http://www.co.monterey.ca.us/cao/policies.htm>

County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one for a business to be considered local):

- It either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is in an unincorporated area within one of the three counties as defined as “Area”; and
- It employs at least one full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the “Area”; and
- Its business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposal or request for qualifications or request for quotations for the County; and
- It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "**Area**" shall mean Monterey County, San Benito County, and Santa Cruz

County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area"

On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and dba name if any):

Business Address:

City: _____ *State:* _____ *Zip Code:* _____

Signature of Authorized Representative: _____ *Date:* _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ *E-Mail:* _____

This form must be submitted within a bidder's proposal package for the County to apply the applicable local preference.

Bidders who do not qualify as a local business as per the policy should not submit this form.

END ATTACHMENT C

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFQ #10751
ISSUE DATE: December 5, 2019



RFQ TITLE: COUNTYWIDE AUTO BODY REPAIR SERVICES

PROPOSALS ARE DUE IN THE OFFICE OF THE
CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON Friday December 20, 2019

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO
JAIME AYALA, ayalaj@co.monterey.ca.us, (831) 783-7047

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

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

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

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

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

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

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

License No. (If applicable): _____

License Classification (If applicable): _____