



Serving the communities of Adelanto, Apple Valley, Barstow, Hesperia, Victorville, and areas of San Bernardino County

**REQUEST FOR QUOTE
(RFQ) 2020-17
FLEET TURNOVER INSPECTION**

RELEASE: FRIDAY, APRIL 24, 2020

**QUOTES ARE DUE NO LATER THAN:
THE END OF BUSINESS, FRIDAY, MAY 15, 2020**

INTRODUCTION

The Victor Valley Transit Authority (VVTA) is in the process of soliciting for its Operations and Maintenance Services contract and requires a third party to inspect the vehicles VVTA currently has in its fleet. VVTA would like to use an experienced Bidder who will provide a work plan, scope and fees for work to perform a turnover inspection of approximately 72 Heavy Duty Transit, 45 Cutaway Direct Access, and 30 support vehicles.

The general work will be to assess and document the condition of all of the VVTA, documenting all defects that are either unsafe, in bad operating condition or damaged.

The Bidder will be required to provide an inspection criterion that will be approved by the VVTA Fleet and Facility Maintenance Director.

GENERAL TERMS AND CONDITIONS

1. The resulting PURCHASE ORDER (P.O.) – VVTA shall not be responsible for goods or services provided to officials or employees without a duly authorized P.O.
2. **INVOICES.** Invoices shall be submitted under the same name as that which is shown on the face of the resulting Purchase Order (P.O) or Contract. The P.O. number must appear on all invoices, shipping notices, delivery and packing slips, packages and correspondence. Each P.O. shall be invoiced separately. **Submit invoices monthly** or as prescribed by VVTA'S Finance Dept.

Invoices shall **reference** the appropriate **purchase order number** and/or **contract number**. Invoices shall be submitted to the address on the face of the PO.

The above does not apply to those Contractors whose invoices are also their packing slip, work order, delivery ticket, etc.

3. **PACKING SLIPS.** Packing slips must accompany each shipment unit (included with each package in shipment), showing VVTA's P.O. number, description, and part number for each item.
4. **ACCEPTANCE.** Goods are subject to VVTA'S inspection and approval within a reasonable time after delivery. If specifications are not met or not approved, material may be returned at supplier's expense.
5. **DELIVERY.** Unless otherwise indicated on the face of the resulting order, delivery shall be FOB destination. COD shipments will not be accepted. Deliveries for all departments must be made through VVTA'S Receiving Department. Nonpayment may result for goods delivered in any other manner.
6. **PARTIAL DELIVERIES.** Shipments must be identified as partial or complete, along with the number of shipping units.
7. **MODIFICATIONS.** Supplier shall not make any alterations or change to the resulting order in any fashion without prior written authorization from VVTA. If the terms and conditions of the PO and/or contract conflict with the Vendor's terms and conditions, VVTA's terms and conditions shall prevail.

8. **WARRANTY.** Vendor warrants that the item(s) provided and/or work performed under the resulting contract comply with all specifications, are free of liens and encumbrances, and that workmanship and materials are free from defects. Work shall comply with nationally recognized codes and established industry standards. Equipment shall carry the manufacturers' most favorable commercial warranties. The warranty period shall begin after acceptance of item(s) and/or work. Vendor agrees to remedy by replacing or repairing any item(s) that is damaged or defective during normal usage within the warranty period, at no additional cost to VVTA. Such repair or replacement shall occur within a reasonable time frame and to the satisfaction of VVTA.
9. **FEDERAL, STATE, AND LOCAL LAWS.** All goods or services furnished pursuant to the resulting P.O. shall comply with all CAL-OSHA standards and regulations and all applicable Federal, state and local laws and regulations. www.vvta.org/bids includes the Federal required clauses for all procurements with VVTA.
10. **GOVERNING LAW.** The resulting P.O. and the contract between the parties evidenced hereby or attached thereto shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.
11. **PATENT PROTECTION.** To the extent the subject articles are not manufactured pursuant to design originated by VVTA, supplier agrees it will indemnify and hold VVTA and its officers, agents, and employees harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States patent with respect to such articles or materials, and that it will, at its own expense, defend any action, suit or claim in which such infringement is alleged. VVTA agrees to notify supplier promptly of any suit or claim against VVTA for any alleged infringement of patent.
12. **DISADVANTAGED BUSINESS ENTERPRISE.** The supplier shall not discriminate based on race, color, national origin, or sex in the performance of the resulting P.O.
13. **ENERGY CONSERVATION.** The supplier agrees to comply with the requirements of the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.
14. **TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964.** Supplier agrees to comply with all applicable requirements of Title VI of the Civil Rights Act of 1964, 42 USC § 2000d and USDOT regulations "Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR, part 21.
15. **RECORD RETENTION.** The supplier shall make available within 30 days, upon request by VVTA, all records related to the resulting P.O. for a period of up to three (3) years after closure.
16. **INSURANCE.** The supplier shall be required to provide a Certificate of Insurance for (1) Workers' Compensation in an amount to meet the requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits covering all persons including volunteers providing services on behalf of the supplier and all risks to such persons under the resulting contract; (2) Commercial/General Liability (CGL) insurance covering all operations performed by or on behalf of the supplier, providing coverage for bodily injury and property damage with a \$1,000,000, per occurrence and \$2,000,000 general aggregate limit. The CGL policy coverage shall include: premises operations and mobile equipment; products and completed operations; broad form property damage; explosion, collapse and underground hazards; personal injury; contractual liability and (3) Auto Liability (AL) insurance with a combined single limit (CSL) of not less than \$1,000,000 per occurrence. CGL and AL must

contain an endorsement that names VVTA as an additional insured with coverage at least as broad as Additional Insured (Form B) endorsement form ISO, CG 20 10 11 85.

17. **AMERICANS WITH DISABILITIES ACT.** The supplier agrees to comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 USC §§12101 et seq. in conjunction with the resulting P.O.
18. **DRUG AND ALCOHOL POLICY.** It is the policy of VVTA that anyone, while on Agency property, is prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol or illegally using or misusing legally prescribed drugs.
19. **INTEREST OF MEMBERS OF CONGRESS.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of the resulting P.O.
20. **INDEMNIFICATION.** The supplier shall indemnify, keep and save harmless VVTA, its agents, officials and employees from any and all claims, actions, losses, damages, and/or liability arising out of the resulting P.O. from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by VVTA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The supplier's indemnification obligation applies to VVTA'S "active" as well as "passive" negligence but does not apply to VVTA'S "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
21. **FORCE MAJEURE (EVENTS BEYOND THE CONTROL OF THE SUPPLIER).** The supplier will not be held liable for failure of delay in fulfillment if hindered or prevented by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by government that are not reasonably foreseeable.
22. **ACKNOWLEDGMENT.** By delivery of the goods or services purchased herein, the supplier agrees to all the terms and conditions of the resulting P.O.
23. **TERMINATION.** VVTA may terminate the P.O. in whole or in part for VVTA'S convenience or because of the failure of the supplier to fulfill the contract obligation. VVTA'S Executive Officer shall terminate by specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the supplier shall: (a) immediately discontinue all services affected and (b) deliver to VVTA'S Executive Officer all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing the resulting contract, whether completed or in process. If the termination is for the convenience of VVTA, VVTA shall make an equitable adjustment in the P.O., but shall not allow anticipated profit on unperformed services.
24. **APPLICABILITY.** The Terms and Conditions stated herein will supplement the terms and conditions of any VVTA procurement wherein the terms and conditions were previously specified.
25. **OSHA COMPLIANCE.** The items covered by the resulting P.O. must conform to safety orders of OSHA, CALOSHA, and /or NIOSH, and applicable Material Safety Data Sheets (MSDS). Vendor is required to provide a completed MSDS for all hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheets need to be sent to VVTA'S Safety and Regulatory Compliance Specialist for each specified item and a copy sent to VVTA'S Procurement Department.
26. **QUESTIONS.** Questions regarding the RFQ, Terms and Conditions of the resulting P.O. are to be directed to the Procurement Manager, phone 760.948.4021 ext. 152; fax:

760.948.1380; 17150 Smoke Tree Street, Hesperia, CA 92345-8305, or email: cplasting@vvta.org

27. Payment Terms. VVTA terms are 2% 10 net 45. If discount terms are not allowed, then vendor will be paid net 45 days from date of receipt of the invoice.

INSURANCE REQUIREMENTS

A. General Requirements for Contractor

- 1) Without limiting or diminishing the Contractor's obligation to indemnify or hold VVTA harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- 2) Provide VVTA with valid original certificates of insurance and (except regarding Professional Liability and Workers' Compensation) showing VVTA as an additional insured.

B. Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by VVTA. At the option of VVTA, either: the insurer shall reduce or eliminate such deductibles or SIR, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

1) Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name VVTA, its officers, officials, employees, agents and volunteers as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded VVTA, its officers, officials, employees, agents, and volunteers.

- a) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects VVTA, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by VVTA, its officers, officials, employees, agents, and volunteers shall be

excess of Contractor's insurance and shall not be construed as contributory.

- b) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c) Contractor shall notify VVTA of any suspension, void, cancellation or reduction in coverage or in limits, as required by contract, within (30) days of change.

2) Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of VVTA and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

3) Care, Custody, and Control

Contractor shall insure any VVTA property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

D. Acceptability of Insurers

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A: VII**.

E. Verification of Coverage

- 1) Contractor shall furnish VVTA with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by VVTA before work commences.
- 2) As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- 3) In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of VVTA.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

G. Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written notice and are required to be maintained in force until completion of the contract.

H. Endorsements

The following endorsements 1 through 4 are required to be made a part of the Comprehensive General Liability policy, and Endorsement No.4 is required to be made part of the Workers' Compensation and Employers' Liability policy:

1. "Victor Valley Transit Authority (herein referred to as VVTA), its employees, officers, agents and contractors are hereby added as additional insurers."
2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance VVTA may possess, including any self-insured retention VVTA may have, and any other insurance VVTA does possess shall be considered excess insurance only."
3. "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company." Coverage specified herein shall apply to acquisition actions of all procuring agencies under this contract.
4. "Thirty (30) days' prior written notice of Termination shall be given to VVTA in the event of Termination."

Such notice shall be sent to:
Victor Valley Transit Authority
ATTN: Christine Plasting
17150 Smoke Tree Street
Hesperia, California 92345

I. Proof of Coverage

Copies of all the required Endorsements shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverage. This Proof of Insurance shall then be mailed to:

Victor Valley Transit Authority
ATTN: Christine Plasting
17150 Smoke Tree Street
Hesperia, California 92345

J. Special Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the VVTA Board, VVTA staff or their insurance consultant(s), are not intended to and shall not in any manner limit or quality the liabilities and obligations otherwise assumed by Contractor pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.
2. VVTA reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

K. MINIMUM INSURANCE COVERAGE

1. **Commercial General Liability including Products/Completed Operations:**
\$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *VVTA named and endorsed as an Additional Insured.*
2. **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *VVTA named and endorsed as an Additional Insured.*
3. **Workers' Compensation:** statutory limits
4. **Employer's Liability:** \$1,000,000; per occurrence.

BID SUBMISSION REQUIREMENTS

Bidders are requested to submit to VVTA one (1) copy either via email (cplasting@vvta.org), fax (760) 948-1380, USPS mail, or expedited service.

AWARD OF RFQ

The award will be to the responsive and responsible Bidder whose bid is the lowest for the entire project. The approximate date of award is Friday, May 15, 2020, by the end of business that day.

SCOPE OF WORK

Overview

The Victor Valley Transit Authority (VVTA) is in the process of soliciting for its Operations and Maintenance Services contract and requires a third party to inspect the VVTA vehicles currently in its fleet. The general work will be to assess and document the condition of all of the vehicles and documenting any defects that are either unsafe, in bad operating condition or damaged with normal wear and tear for the age and mileage of the vehicle taken into consideration. VVTA would like to use an experienced Bidder who will provide a work plan, scope, and fees for work to perform a turnover inspection of approximately 72 Heavy Duty Transit, 45 Cutaway Direct Access, and 30 support vehicles. This process will involve 2 separate vehicle inspections: an initial inspection of vehicle condition approximately 60 days prior to the contract turnover date and a second inspection within 15 to 30 days of contract turnover. After the 2nd inspection an estimate of service and/or repairs needed to bring the fleet of vehicles into an acceptable service ready condition will need to be developed and provided to VVTA's Director of Maintenance or designee within 30 days of completion of the 2nd inspection. The Bidder will be required to provide an inspection criterion that will be approved by the VVTA Director of Maintenance & Facilities or his designee.

Task 1: Develop the Inspection Criterion;

Provide a Pre-Audit discussion with VVTA's Director of Maintenance & Facilities or his designee and the outgoing Contractor to develop an approach regarding the criterion for the vehicle inspections and the availability and access for the inspections.

Task 2: Inspection of Vehicles

The Inspection must be to best industry practices, regulatory requirements as well as contractual obligations. Inspection will also be performed on the Out of Service Criteria based on CVSA for out of service standards. The Bidder is to provide forms for potential use.

Also, it is critical for the Bidder to identify all aspects of shortcomings as it relates to vehicle reliability.

Task 3: Reporting

Immediately upon completion of the audit process, Bidder will meet with VVTA staff to be briefed on the general findings of the audit and give an estimated timeline for the delivery of the estimate for any service and repairs that are still outstanding according to the 2nd vehicle inspection.

BID SUBMISSION FORM

| Description | Quantity | Price | Total |
|---|----------|--------------|-------|
| Task 1 – Develop Criteria | | | \$ |
| Task 2 – Initial Inspection | | | |
| Heavy Duty Buses | 72 | \$ | \$ |
| DR Cutaways | 45 | \$ | \$ |
| Support Vehicles | 30 | \$ | \$ |
| Task 3 – 2nd Inspection | | | |
| Heavy Duty Buses | 72 | \$ | \$ |
| DR Cutaways | 45 | \$ | \$ |
| Support Vehicles | 30 | \$ | \$ |
| Task 4 – Final Report | | | \$ |
| Task 5 – Estimate for Repairs | | | \$ |
| | | TOTAL | \$ |

Signature: _____

By signing above, I certify that I am a duly appointed official of the organization below who has the authority to contractually bind my organization.

Printed Name: _____

Business Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ **Fax Number:** _____

Email Address: _____

SUBCONTRACTOR'S LIST

(If additional space is needed, supply information on separate form)

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

CERTIFIED DBE? _____

YES

NO

If yes, please provide certification

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

CERTIFIED DBE? _____ _____
 YES NO

If yes, please provide certification

(If more – please provide on an additional form)

CURRENT CLIENT REFERENCES

| Agency Name | Contact Name/Phone | Year |
|--------------------|---------------------------|-------------|
| 1. | | |
| 2. | | |
| 3. | | |