



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

**REQUEST FOR QUOTE  
(RFQ) 2023-18  
FACILITY PAINTING**

**RELEASE: April 5, 2023**

**QUOTES ARE DUE NO LATER THAN:  
THE END OF BUSINESS  
May 18, 2023**

## NOTICE REQUESTING QUOTES 2023-18

1. **Purpose of the Procurement and Period of Performance.** VVTA is requesting quotes from qualified contractors to provide labor and materials for the Refurbishment of certain areas of Hesperia, CA, Administration, and Maintenance facilities. The resulting contract will be not to exceed 120 days.
2. **Obtaining the Request for Quote (RFQ) Document.** RFQuote documents may be obtained from VVTA, in person at 17150 Smoke Tree Street, Hesperia, CA 92345-8305, electronically at [www.vvta.org/Procurement](http://www.vvta.org/Procurement) or via [www.publicpurchase.com](http://www.publicpurchase.com). Documents are also available via email request to [smartinez@vvta.org](mailto:smartinez@vvta.org). RFQs requested by courier or via USPS mail shall be packaged and sent only at the Bidders' expense.
3. **Quotes Due Date and Submittal Requirements.** Quotes must be received by the end of business on May 18, 2023
  - 3.1. Quotes will be accepted via email at [smartinez@vvta.org](mailto:smartinez@vvta.org), [publicpurchase.com](http://publicpurchase.com), or at the following address:

**Victor Valley Transit Authority  
Attn: Sandye Martinez, Procurement Specialist  
17150 Smoke Tree Street  
Hesperia, CA 92345-8305  
(760) 995-3563**

**It is the Bidder's sole responsibility to ensure that the Quotes are received by the date and time stated above.**

4. **Bonds.** A Performance Bond and Payment Bond may be required by the awarded contractor after the notice of intent to award.
5. **Prevailing Wage.** Minimum wage rates for this project have been predetermined by the Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates as determined by the State for similar classifications of labor, the Contractor and his/her subcontractors shall pay not less than the higher wage rate. In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations and are available at the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed. Copies of the prevailing wage rates are on file with VVTA and available upon request.

This work falls under the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and that contractor shall supply VVTA with certified payroll documentation. The Davis-Bacon and Related Acts will apply to contractors and subcontractors performing construction, alteration, or repair with federally funded or assisted contracts \$2,000 or more. Under this Act, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. A current copy of the Davis Bacon Wage Determinations is available upon request. Contractor

shall attach a copy of the prevailing wage to bid Quote. The award of contract shall be conditioned upon the acceptance of the wage determination.

If State of California prevailing Wage is higher than Davis Bacon, contractor is required to pay the higher rate.

**6. Vendor Registration with the California Department of Industrial Relations California SB 854 Compliance.** VVTA will not accept a Quote from or enter the Contract with a Bidder, without proof that the Bidder and its Subcontractors are registered with the California Department of Industrial Relations (DIR) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. The Bidder shall enter DIR Registration Number on the Quote.

**7. Validity of Quotes.** Quotes and subsequent offers shall be valid for a period of ninety (90) days. An award may be made without further discussion. VVTA reserves the right to withdraw or cancel this RFQ at any time without prior notice and VVTA makes no representation that any contract will be awarded to a Bidder responding to this RFQ.

**8. Pre-Quote Conference/Job Walk.** There will be a non-mandatory Pre-Quote Conference/Job Walk on Tuesday, April 25, 2023, at 8:30 AM PDT. The deadline for questions is at 5:00 PM (PDT), May 5, 2023. Prospective Bidders are requested to submit questions, in writing to the Procurement Specialist at smartinez@vvta.org. Responses shall be shared with all known prospective Bidders by written addenda only.

**The successful Bidder shall be required to comply with all applicable Equal Opportunity Laws and Regulations.**

## INTRODUCTION

Victor Valley Transit authority, located at 17150, Smoke Tree St, Hesperia, CA 92345, requires the partial repainting of two of the three buildings located on the property. This will include the entirety of the interior Administration building and the interior of several rooms of the Fuel/Wash building, including the inside of the bus wash and steam bay.

### 1. Facility Repainting Specifications

- 1.1. The contractor shall furnish all labor, tools, equipment, and materials to repaint all interior walls, doors, door trims, window trims, conduit, beams, posts, poles, platforms, stair rails, stair risers, and stair stringers as applicable of the below specified areas of the Administration (admin) and Fuel/Wash buildings.
  - 1.1.1. VVTA will provide the use of its scissor lift for the bus wash areas as needed.
  - 1.1.2. The flooring in the administration building is a subfloor and heavy machinery, such as a scissor lift cannot be used.
  - 1.1.3. The contractor shall use Sherwin Williams Promar 200 Zero VOC or equivalent with a Semi-Gloss finish to the entirety of this project.
- 1.2. All areas designated for painting that are currently painted white, must be painted with Sherwin Williams Toque White SW7003 or equivalent, unless otherwise specified in this scope of work or in writing by VVTA.
- 1.3. The admin building will have all rooms painted, excluding the Server Room in A216 and office A234.
  - 1.3.1. Each office in the administration building will have at least 1 accent wall of Sherwin Williams Languid Blue SW6226 or equivalent. The location of each accent wall will be provided to the awarded contractor.
  - 1.3.2. The stair rails, posts, and spindles located in Stair 2 are to be painted with Sherwin Williams Languid Blue SW6226 or equivalent; the stair stringers and risers are to be painted to match the gray that is currently painted on Stair 2 handrails.
  - 1.3.3. The Admin Lobby/Atrium (A102) will not require repainting underneath any of the wood paneling. The contractor shall repaint the painted area surrounding the wood paneling on the roof in the lobby with like color.
  - 1.3.4. The Admin Board room will not require repainting underneath the paneling on the east walls.

- 1.4. The Fuel/Bus Wash building will require the money room (C111), Detail Cleaning Supplies room (C112), and Media Storage (C117) painted. The Chassis Wash Bay (C106) and Wash Bay (C101) are both required for painting. The interior doors, door trims, and window trims (excluding the walls) in the supervisor office (C113), restroom (c115), Janitor Closet (C116), Media Storage (C117) Laundry room (C118), and CNG Office (C107). The contractor shall use Sherwin Williams Macropoxy 646-100 Fast Cure Epoxy or equivalent for both C106 and C101 (bus wash and steam bay) for easier cleaning and maintenance of the walls.
- 1.5. The contractor shall provide a catalog of paint colors to be chosen and approved by VVTA in writing. Paint colors, samples, and specifications are to be provided by the contractor for VVTA's approval before any paint is applied. All Paints shall be delivered to the job site mixed and shall not be thinned on the job site. See Attachment C for current paint specifications.
- 1.6. All paint shall be applied by brush or roller except where other applications are permitted in writing by VVTA.
- 1.7. All paint shall be applied at the manufacturer's recommended mil. thickness per coats. In any case, the application shall be sufficiently heavy to achieve pleasing color and smooth appearance.
- 1.8. All previously painted areas shall be repainted, unless instructed in writing by VVTA. All articles affixed to buildings, such as hardware that are required to be moved for painting are to be removed by the contractor and shall be replaced by the contractor after completing painting of that area. All electrical device plates shall be removed stored carefully and replaced by the contractor after paint has dried.
  - 1.8.1. All electrical switch and outlet plates will need to be removed by the contractor if the color of paint being applied is not a similar color to the current paint.
- 1.9. All non-painted areas, such as trim, baseboards, floors, cabinets, furniture, glass, etc. shall be protected. Upon completion of work, the contractor shall remove all splattering and remove all paint-related waste material from premises. The contractor shall be held responsible for any related damages.
- 1.10. VVTA will move all necessary furniture, shelving, computers, chairs approximately two or more feet away from the walls and areas requiring painting.

## 2. Facility Repainting Specific Conditions

- 2.1. Upon notice to proceed, the contractor shall provide a project schedule documenting the entire project period from start to finish within 2 weeks. All changes to the provided schedule shall be documented by the contractor and approved by VVTA. VVTA shall be notified by the contractor in writing, of any delays or changes no later than 24 hours after changes are made.
- 2.2. At the beginning of each project and task the contractor shall call for a Pre-Construction meeting in which the contractor and VVTA will walk the project site, review the scope of work and logistics to ensure that the project is fully understood by both parties. The contractor and VVTA will also discuss the proposed colors, job timing, the projected schedule, the job start date, and the completion date.
- 2.3. The proposed schedule shall include a mobilization date and include the days it will take for each task to complete.
- 2.4. It shall be the responsibility of the contractor to provide approved storage for materials and equipment at a location approved by VVTA. The contractor shall not store paint, materials, or equipment within any VVTA buildings without prior approval in writing from VVTA.
- 2.5. All staging, scaffolds, ladders, etc. shall always be maintained by the contractor in a manner to meet OSHA Safety Requirements and not be a hazard to VVTA or contractor personnel. Adequate exits from all buildings shall be maintained by the contractor in all areas to meet city and Fire Marshal's regulations.
- 2.6. The contractor will be required to complete all work after hours for the administration building (5:00PM – 4:00AM) and during business hours for the bus wash, steam bay, and CNG building (6:00AM – 5:00PM).
- 2.7. The contractor's procedures and planned work is to be reviewed and approved in writing by VVTA staff before starting any work.
- 2.8. The contractor must remove all debris and clean-up the space prior to leaving the site and dispose of said debris responsibly. The contractor will NOT be allowed to use VVTA's trash compactor, bins, and dumpsters for any construction debris unless approved in writing by VVTA.

Building Code. All services provided by the Contractor shall be performed in strict accordance with all City, State, and Federal regulations.

## BID SUBMISSION FORM

	DESCRIPTION	COST
Line 1	Facility Repainting	\$
Line 3	Profit Margin	%
	<b>Total</b>	\$

**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:** \_\_\_\_\_

## 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 the 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 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 the 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](http://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 \$2,000,000, per occurrence and \$4,000,000 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 \$2,000,000 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. **FEDERAL CLAUSES** – It is the responsibility of the supplier to review and comply with FTA Clauses when Federal Funds are use. Please visit [www.vvta.org/procurement](http://www.vvta.org/procurement) for more information.
27. **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](mailto:cplasting@vvta.org)
28. **Payment Terms. VVTA terms are 2% 10 net 30. If discount terms are not allowed, then vendor will be paid net 45 days from date of receipt of the invoice.**



Agency Name	Contact Name/Phone	Year
1.		
2.		
3.		
4.		
5.		

\_\_\_\_\_  
Signature of the Bidder's Authorized Official

\_\_\_\_\_  
Name and Title of the Bidder's Authorized Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date