



## City of Hesperia

REQUEST FOR BID (RFB)  
MANAGEMENT SERVICES DEPARTMENT/FINANCE DIVISION  
CITY OF HESPERIA, CALIFORNIA  
RELEASED: February 9, 2017

RFB NUMBER &  
TITLE:

### RFB 2016-17-008 - Fleet Vehicle Maintenance Services

CITY CONTACT:

CONTACT: Keith Cheong – Financial Analyst  
E-MAIL: [purchasing@cityofhesperia.us](mailto:purchasing@cityofhesperia.us)

DEADLINE FOR  
RFB INQUIRIES:

Inquiries are due no later than Tuesday, February 21, 2017 at 5PM. The City shall respond to inquiries no later than Wednesday, February 22, 2017 at 5PM. Inquires submitted after this deadline will not receive a response.

SUBMIT BIDS TO:

City of Hesperia – Purchasing  
RFB 2016-17-008 – Fleet Vehicle Maintenance Services  
9700 Seventh Avenue  
Hesperia, CA 92345

BID SUBMISSION  
DEADLINE &  
PUBLIC BID  
OPENING:

The deadline for submitting a bid is Tuesday, February 28, 2017 at 10AM, at which time they will be opened publicly and read aloud by the City.

(Any bid received after this time will be returned unopened)

AWARD:

An agreement, effective until June 30, 2018, to the lowest responsive/responsible bidder for each category. Services are scheduled to begin upon City Council award and the execution of the agreement.



## I. INTRODUCTION

The City of Hesperia, hereinafter referred to as “City”, is seeking sealed bids from qualified vendors, hereinafter referred to as “Bidder”, to perform vehicle maintenance services for an active fleet of 53 vehicles/equipment (Exhibit I) which includes: Super duty trucks, on road heavy equipment, and off road heavy equipment.

## II. CITY CONTACT

The City Contact, hereinafter referred to as “Contact”, is the sole point of contact for this solicitation. All communication shall be in writing and submitted to the Contact. Bidders are not permitted to communicate with other City staff or officials about this RFB, except for during pre-bid meetings, demonstrations, and/or interviews, unless otherwise directed by the Contact.

Contact: Keith Cheong – Financial Analyst  
E-mail: [purchasing@cityofhesperia.us](mailto:purchasing@cityofhesperia.us)

Bidders interested in participating in this RFB should immediately provide the Contact with a phone number, fax number, and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete bids.

## III. FORMAT AND CONTENT

All Bidders are required to follow the format content specified below. The contents of the submittal must be clear, concise, and complete. Each section of the submittal shall be tabbed according to the numbering system shown below to aid in expedient information retrieval. Bids must be submitted in a sealed envelope with the bid number plainly appearing on the face thereof, and the bidder's name, address, telephone number, and fax number.

**TAB 1** - Complete and insert in this tab the Company Information Form furnished herewith, Attachment Number 1.

**TAB 2** - Complete and insert in this tab the References Form furnished herewith, Attachment Number 2.

**TAB 3** - Complete and insert in this tab the Bid Form furnished herewith, Attachment Number 3.

**TAB 4** - In this tab, provide the Vendor Questionnaire furnished herewith, Attachment Number 4.

**TAB 5** - Sign and insert addendums in chronological order, as applicable.

## IV. BID SUBMISSION

The deadline for submitting a bid is Tuesday, February 28, 2017 at 10AM. Any bid received after this time will be returned unopened. Sealed bids shall state the bid number plainly appearing on the face thereof, the bidder's name, address, telephone number and fax number, and shall be clearly addressed as follows:

City of Hesperia – Purchasing Section  
RFB 2016-17-008 – Fleet Vehicle Maintenance Services  
9700 Seventh Avenue  
Hesperia, CA 92345

Faxed or e-mailed bids will not be accepted since they do not contain original signatures.



## **V. SELECTION PROCESS**

### **A. Responsive Bidder**

After the public bid opening, where the apparent low bid is identified, bids will be reviewed to ascertain that they are in compliance with the RFB requirements. Bidders may be deemed non-responsive for failure to comply with the requirements set forth herein.

### **B. Responsible Bidder**

The following will be applied in determining the lowest responsible Bidder:

- i. The Bidder's ability, capacity, and skill to provide the service or commodity required.
- ii. The Bidder's record of performance with the City.
- iii. The Bidder's ability to provide future maintenance and/or service for the product or service required.
- iv. If applicable, sales tax which will be apportioned to the City shall be deducted from the bid(s) submitted by local Bidders.

## **VI. AWARD PROCESS**

The City is seeking individual bids for each of the below three (3) categories of vehicles. Each vehicle category will be awarded separately to the lowest responsive and responsible bidder who submits a bid for such category. Bidders may bid on one, any, or all of the vehicle categories. Bidders shall complete all category fields to be deemed a responsive bidder for such category.

Once the lowest responsible/responsive Bidder has been determined for each category, a Notice of Intent to Award will be issued to all Bidders who submitted a bid.

## **VII. COMMENCEMENT OF WORK**

A Notice to Proceed and Purchase Order will be issued once:

- All agreements have been executed.
- Insurance requirements have been met.
- Verification of valid City of Hesperia Business License.
- Verification of current vendor application & W-9 State Tax Form.

Commencement of work shall begin once Bidder receives the Notice to Proceed and Purchase Order.

## **VIII. SCOPE OF WORK/BASE SPECIFICATIONS**

The City of Hesperia (City) seeks the services of a qualified Vehicle Maintenance and Repair Services provider(s) for an active fleet of 53 vehicles/equipment (See Exhibit I), which includes: Super duty trucks, on road heavy equipment, and off road heavy equipment. Qualified bidders wishing to respond must provide all equipment and materials described in this document, whether directly or through sub-contractors/sub-consultants.

Vehicles are assigned to specific areas based on needs, efficiency, and other considerations as determined. The profile of vehicles by year, make, model, and mileage may change as needs and work requirements change.



Bidder(s) must work collaboratively with staff to meet the following key components of the vehicle maintenance program:

- Comprehensive, preventive maintenance schedule
- Full utilization of standard warranty coverage
- Customer service responsiveness to maximize cost efficiencies, minimize unscheduled repairs and downtime.
- Courteous, quality service while providing staff with mechanically sound, safe, and reliable vehicles

Bidder must be located in the City of Hesperia, within five (5) miles from the Hesperia Corporate yard located at 17282 Mojave street, Hesperia CA 92345.

Bidder must provide a turnaround time of two (2) business days for PM services plus routine repair services done as a result of the PM.

### **Preventative Maintenance (PM)**

Bidders shall perform routine repair services that include, but are not limited to, work on brakes, suspension, heat/air conditioning systems, electrical systems, minor engine repair, and other repairs normal and customary for routine repair of a commercial fleet.

Only fixed service locations will be considered for contract award

#### **PM Service A – C**

Preventive Maintenance Service checklist A - C (See Exhibit II) shall be completed by the technician and attached to the invoice submitted to the City for every vehicle serviced. The technician should include observations and explanations for any further needed repairs.

#### **PM Service D**

Preventive Maintenance Service checklist D (See below) shall be completed by the technician and attached to the invoice submitted to the City for every vehicle serviced. The technician should include observations and explanations for any further needed repairs.

1. Inspect the exterior of the vehicle for damage, check the windows/mirror for cracks or dings, and check that the license plates are secured on the front and rear.
2. Check operation of all directional signals and lights. This will include interior and exterior lights.
3. Visually check operation of all instruments and gauges.
4. Check operation of heat/defroster and air conditioner. Visually check all interior knobs and handles (doors, locks, dash panel).
5. Check operation safety of equipment: horn and seat belts.
6. Check operation of the parking brake.
7. Check operation and lube the hood latch and door locks.
8. Check operation of the transmission and check the fluid level. Fill with the specified transmission fluid if needed, as suggested by the manufacturer.



9. Drain the transmission fluid, replace the filter, adjust the transmission bands and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Road test should be performed to ensure the fluid is circulated and that the bands are adjusted properly to have a smoothly operating vehicle. **(as specified by manufacturer)**
10. Inspect the wiper blades and wiper arms. Fill the window wash reservoir, as needed.
11. Check the steering operation. Check the power steering fluid level and fill as needed.
12. Visually check for coolant leaks in the radiator or hoses. Tighten hose clamps as needed. Check the coolant level in the reservoir and fill as needed.
13. Drain coolant system and perform back flush to system. Replace coolant. **(as specified by manufacturer)**
14. Remove thermostat and gasket and replace with new OEM or better quality part.
15. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
16. Check the battery water level and fill, if needed. If it is not “maintenance free” types check the sight glass for a green color. Remove and clean the battery cables and terminals.
17. Check condition of the engine mounts.
18. Check condition and tension of all belts and hoses.
19. Inspect and clean or replace the PVC valve, if needed.
20. Check fuel lines, hoses, and fittings for leaks and tighten as required.
21. Change the air and fuel filters. **(as specified by manufacturer)**
22. Check operation of brakes and/or air brake system, and fluid levels, fill as needed. Visually inspect and clean the calipers, wheel cylinders, rotors, drums, and brake lining. Record the approximate front and rear remaining lining wear in mileage terms (5K + or 10K +). Brakes should be replaced if less than an estimated 5,000 miles remains in brake-lining life.
23. Drain and replace engine oil. Replace oil filter. **(5,000 miles or as specified by the manufacturer)**
24. Inspect tire wear, tread depth and air pressure, fill if needed.
25. Inspect condition of wheels, lug nuts, and studs.
26. Check differential fluid level and fill as needed with manufacturer recommended fluid.
27. Inspect condition of drive line and U-joints. Lube as required.
28. Checks exhaust system for leaks.
29. Lubricate and give suspension system “look and shake” inspection. Visually inspect the shocks for leaks.
30. Visually check condition of the frame and cross members.
31. Attach sticker that shows mileage of next service due (adding 5,000 or as specified by the manufacturer. The sticker should be placed by odometer.



32. Check transfer case fluid level and fill as needed with manufacturer recommended fluid.

### **Unscheduled Repair Service**

As a result of PM Service the technician may make recommendations for further repair service. Technician shall support their recommendations for such repair work by using diagnostic statistics, accepted performance standards, vehicle history records, mileage, and other customary means. The technician shall obtain prior authorization before completing any further repair work that is identified as a result of PM Service. Appropriate contact information will be provided upon award of contract.

The required turnaround time for PM Service plus routine repair services done as a result of the PM inspection shall not exceed two (2) business days.



## **Standard Terms & Conditions**

In addition to the previous requirements, the Bidder shall, at minimum, perform or make provisions for the following general requirements:

### **Additional Information**

Provide the City with any additional information it deems necessary to accurately determine Bidders ability to perform services, and/or provide products proposed. During selection process, the City may conduct any reasonable inquiry from any and all sources concerning the bid, including reference verification to determine the responsibility of the Bidder. Furthermore, submission of a bid constitutes permission by the Bidder for the City to verify all information contained therein. Failure to comply with any request for additional information may disqualify the Bidder from further consideration.

### **Agreement Deadline**

If an Agreement is awarded, the selected Bidder is required to sign and return the Agreement documents within ten (10) days of written request.

### **Addenda**

The City reserves the right to modify and issue addenda to this RFB. A signed copy of all addenda shall be submitted as part of the bid. Failure to include the addenda may result in a non-responsive submittal. Addenda shall become a part of this RFB and any Agreement, which may result from this solicitation.

### **Bid Commitment**

The bid shall be firm and binding for ninety-days (90) after the submittal deadline. Submission of a bid shall constitute a commitment on the part of the Bidder to furnish the products/services set forth in this RFB.

### **Bid Errors**

City is not responsible for errors or omissions on the part of Bidders in drafting their bids. In the event of a calculation error, the unit price shall prevail.

The City is not responsible for any conclusions or interpretations made by the Bidder regarding information provided by the City.

### **Bid Withdrawal**

Bidders may withdraw a bid that has been submitted at any time up to the bid due date and time. This may be done via written request signed by an authorized representative and submitted to the Contact. The Bidder may submit another bid at any time up to the closing date and time. Bids cannot be withdrawn or corrected after the deadline.

### **Bidder Use of City Property**

Unless otherwise agreed, the Bidder at its sole cost shall supply all materials, equipment, tools, and facilities required to perform the work. Any materials,

equipment, tools, or other properties furnished by the City or specifically paid for by the City shall be the City's property. Any such property shall be used only for the City's project and may on demand be removed by the City without charge. The Bidder shall use such property at its own risk, and shall be responsible for all loss of or damage to the same while in Bidder's custody. The City makes no warranties of any nature with respect to any property it may furnish to the Bidder hereunder.

### **California Labor Code Requirements**

Adhere to the applicable provisions of the California Labor Code including, without limitation, the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; and payment of prevailing wages, as applicable. The Bidder shall forfeit to the City penalties described in the California Labor Code for violations.

### **City Business License**

Obtain a City of Hesperia business license in accordance with the City Municipal Code, prior to engaging in any operation or activity as a result of an award of an Agreement. The license must be kept in full force and effect during the term of the Agreement.

### **Contractual Obligation**

After the City selects a Bidder, the contents of the submitted bid will become a contractual obligation. The RFB and any addenda, Bidder's bid, and the Agreement constitute the entire Agreement between the Bidder and the City and shall incorporate the provisions thereof. Failure of the Bidder to agree to include all portions thereof as contractual Agreement may result in cancellation of the award.

### **Delivery and Taxes**

Bids shall be quoted F.O.B. Destination City of Hesperia, 9700 Seventh Avenue, Hesperia, California 92345 or at any agency/location within the City of Hesperia as specified herein. Bids shall include the current San Bernardino County sales tax of 8.0%, stated as a separate line item. This section only applies for bids that include taxable items.

### **Disclaimer**

This RFB does not commit the City to continue with the procurement of the subject services/products nor to enter into an Agreement with any Bidder. The City makes no representation that any Agreement will be awarded.

In the event of award, the City makes no guarantee to expend any agreement amount to its maximum. Award of an Agreement may require City Council





authorization. Furthermore, the City may re-issue the RFB at any time for any reason at its sole discretion.

#### **Equals**

Whenever reference to a specific brand name is made herein, it is illustrative and to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting standards and requirements of the City.

#### **Evidence of Insurance**

In the event an Agreement is awarded, Bidder shall provide evidence of insurance coverage by an admitted California insurer legally licensed and qualified to conduct business in the State of California in accordance with the provisions described herein. The required insurance coverage shall be maintained for the duration of the Agreement. (See Attached Agreement)

#### **Late Bid**

Late bids will not be considered. It is the Bidder's responsibility to ensure that the bid arrives on or before the specified time. The City will not be responsible for bids not properly marked and/or delivered. Postmarks will not be accepted in lieu of actual receipt.

#### **Laws, Ordinances, and Rules**

Comply with all Federal, State, and local laws, ordinances, rules, and regulations applicable to Bidders performance, including, but not limited to, the Fair Labor Standards Act of 1938, (FLSA), the Equal Employment Opportunity Act of 1972 (EEOA), the Occupational Safety and Health Act of 1970 (OSHA), the California Occupational Safety and Health Regulations (Cal/OSHA) per California Code of Regulations, Title 8, the National Environmental Protection Act of 1969 (NEPA), the California Environmental Quality Act (CEQA), and the Americans with Disabilities Act of 1990 (ADA).

#### **Loss/Suspension**

Bidder will notify the City immediately of loss or suspension of insurance, licenses, and/or permits. Failure to maintain required licenses or permits may result in termination of the Agreement.

#### **Material Misstatements or Misrepresentations**

If in the course of the RFB process or in the administration of a resulting Agreement, the City determines that the Bidder has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, the Bidder may be terminated from further participation in the RFB process or in the event an Agreement has been awarded, the Agreement may be immediately terminated. In the event of termination under this provision, the City is entitled to pursue any available legal remedies.

#### **Modifications**

Any changes or alternatives must be clearly identified in the bid. RFBs that are submitted with conditional clauses, alterations, items not requested herein, or irregularities of any kind are subject to acceptance or rejection at the discretion of the City.

#### **Objection to Terms**

If the Bidder has any objections to the terms of this RFB, these objections must be clearly addressed, in writing, on the a cover letter which shall accompany the bid and shall specifically reference the particular section number, paragraph, and page number of the objection.

#### **Payments and Invoicing**

Unless otherwise agreed, payment will not be made until goods or services are delivered and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order. In order to receive prompt payment, send invoices directly to: City of Hesperia, Attn: Accounts Payable, 9700 Seventh Avenue, Hesperia, California 92345. The City's standard payment terms are Net 30.

#### **Pricing**

Unit prices shown on the bid shall be the price per unit of sale as stated herein. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

#### **Property of City**

All bids and materials submitted become the property of the City and may be used by the City in any way it deems appropriate. In addition, bids received will be subject to the California Public Records Act.

#### **Proprietary Information**

If any bid contains trade secrets or other information, which is proprietary by law, a request to keep such information confidential must be made in writing and attached to the envelope used to submit the bid. The Bidder shall specifically identify the page numbers that contain the confidential information in the letter and said information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. Requests are subject to review by the City to determine whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Bidder has the option of withdrawing the bid or advising the City in writing of its understanding that this information will become public record. The price of products or services proposed shall not be designated as proprietary or confidential information.

#### **Protests**

In the event that a respondent alleges that, the process outlined in the RFB or the City's purchasing





ordinance was not followed, such respondent may file a protest, in accordance with the City's purchasing ordinance. The protest shall be in writing, describing each area of alleged non-conformity, and filed with the City Clerk within five (5) calendar days of the date of the City's notification of non-award. (Ord. 2001-4 § 1 (part), 2001)

**Quality**

Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

**Quantities**

The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

**Required Licenses and Permits**

Obtain all necessary licenses and permits required by Federal, State, County, and municipal laws, ordinances, rules, and regulations. These licenses and permits shall remain in effect for the duration of the Agreement.

**Reservation of Rights**

The City expressly reserves the right to modify and/or suspend any and all aspects of the RFB, to obtain further information from any Bidder responding to this RFB, to waive any defect as to form or content of this RFB or any response thereto, to extend deadlines for accepting responses, to reject any and all responses to the RFB, and to choose the firm that best serves the City's interests, at its own discretion. Should all bids be rejected a written notification will be sent to all Bidders to this effect.

The City also reserves the right to select another Bidder in the case that the original Bidder, for any reason, is unable to perform, or is dismissed from the project.

**Right of Action**

No individual or firm responding to this RFB shall obtain any claim or right of action against the City by reason of any aspect of the RFB, defects or abnormalities contained in the RFB and/or the selection process, the rejection of any bid, the acceptance of any bid, any statements, representation, acts or omissions of the City, the exercise of any discretion by the City in connection with any of the foregoing, or any and all other matters arising out of all or any of the foregoing.

**Sub-contracting**

There shall be neither sub-contracting nor joint venture of any services or other activities by the Bidder unless specifically approved in advance and in writing by the City, or as accepted in the bid. The Bidder shall act as the single principal for all services set forth in the RFB and resulting Agreement. Any sub-contractors shall be subject to the same terms and conditions as the Bidder. The Bidder shall be fully responsible for the performance and payments of any sub-Bidders.

**Submission Cost**

The City will not be liable for any costs incurred in the preparation of bids or incidental to the preparation and presentation of qualifications orally or in writing. All costs for preparation, submission of bids, submission of additional information, delivery, and/or any other aspect of the RFB incurred by the Bidder are the sole responsibility of the Bidder.

**Venue**

The Agreement shall be in accordance with the laws of the State of California with the County of San Bernardino being the only appropriate forum for any litigation.

**Warranty**

Equipment shall have the regular manufacturer's guarantees against defects and workmanship and the guarantee shall have the standard manufacturer's warranty, unless specified otherwise herein.

**Attachment 1**  
**COMPANY INFORMATION FORM**  
**RFB 2016-17-008 – Fleet Vehicle Maintenance Services**

Name of Company: \_\_\_\_\_

Type of Company: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Company Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

A/P Contact Person: \_\_\_\_\_ Title \_\_\_\_\_

E-Mail: \_\_\_\_\_

Number of years the company has been in business: \_\_\_\_\_

**Names and Titles of all principle members of the company:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

If requested by City, the Bidders shall furnish a notarized financial statement, references and other information, sufficiently compressive to permit an appraisal of his current financial condition.

Person from your company who completed the bid package:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_

**Attachment 2**  
**REFERENCES FORM**

**RFB 2016-17-008 – Fleet Vehicle Maintenance Services**

The Bidder is required to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of to judge the responsibility, experience, skill, and business standing of the Bidder.

Company Name:\_\_\_\_\_ Contact Name:\_\_\_\_\_

Address:\_\_\_\_\_ Phone Number:\_\_\_\_\_

\_\_\_\_\_ Fax Number:\_\_\_\_\_

Dollar Value of Contract:\$\_\_\_\_\_ Contract Dates:\_\_\_\_\_

Requirements of Contract:\_\_\_\_\_

\_\_\_\_\_

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Company Name:\_\_\_\_\_ Contact Name:\_\_\_\_\_

Address:\_\_\_\_\_ Phone Number:\_\_\_\_\_

\_\_\_\_\_ Fax Number:\_\_\_\_\_

Dollar Value of Contract:\$\_\_\_\_\_ Contract Dates:\_\_\_\_\_

Requirements of Contract:\_\_\_\_\_

\_\_\_\_\_

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Company Name:\_\_\_\_\_ Contact Name:\_\_\_\_\_

Address:\_\_\_\_\_ Phone Number:\_\_\_\_\_

\_\_\_\_\_ Fax Number:\_\_\_\_\_

Dollar Value of Contract:\$\_\_\_\_\_ Contract Dates:\_\_\_\_\_

Requirements of Contract:\_\_\_\_\_

\_\_\_\_\_

# Attachment 3 BID FORM RFB 2016-17-008 – Fleet Vehicle Maintenance Services

The City is seeking bids for each of the below three (3) categories of vehicles. Each vehicle category will be awarded separately to the lowest responsive and responsible bidder who submits a bid for such category. Bidders may bid on one, any, or all of the vehicle categories. Bidders shall complete all category fields to be deemed a responsive bidder for such category.

Category 1. Super Duty Trucks/Vans (Exhibit I - Section 1)			
Labor Type	Labor Rate per Hour (A)	Est. Labor Hours per Year (B)	Total Labor Cost (A x B)
Standard	\$	315.0	\$
P.M.	\$	315.0	\$
<b>Sub-Total Labor Costs</b>			\$

  

Material/Parts Markup % (A)	Est. Materials/Parts (in \$) (B)	Total Materials/Parts Cost $[(1+A) \times B]$
%	\$ 3,745	\$
<b>Sub-Total Materials/Parts Costs</b>		\$

  

<b>Total Bid Amount – Category 1. (Labor + Materials/Parts)</b>	\$
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Category 2. On-Road Heavy Equipment (Exhibit I - Section 2)			
Labor Type	Labor Rate per Hour (A)	Est. Labor Hours per Year (B)	Total Labor Cost (A x B)
Standard	\$	380.0	\$
P.M.	\$	380.0	\$
<b>Sub-Total Labor Costs</b>			\$

  

Material/Parts Markup % (A)	Est. Materials/ Parts (in \$) (B)	Total Materials/Parts Cost $[(1+A) \times B]$
%	\$ 2,120	\$
<b>Sub-Total Materials/Parts Costs</b>		\$

  

<b>Total Bid Amount – Category 2. (Labor + Materials/Parts)</b>	\$
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**Attachment 3**  
**BID FORM**  
**RFB 2016-17-008 – Fleet Vehicle Maintenance Services**

<b>Category 3. Off-Road Heavy Equipment (Exhibit I - Section 3)</b>			
<b>Labor Type</b>	<b>Labor Rate per Hour (A)</b>	<b>Est. Labor Hours per Year (B)</b>	<b>Total Labor Cost (A x B)</b>
Standard	\$	495.0	\$
P.M.	\$	495.0	\$
<b>Sub-Total Labor Costs</b>			\$

  

<b>Material/Parts Markup % (A)</b>	<b>Est. Materials/ Parts (in \$) (B)</b>	<b>Total Materials/Parts Cost ([1+A] x B)</b>
%	\$ 1,474	\$
<b>Sub-Total Materials/Parts Costs</b>		\$

  

<b>Total Bid Amount – Category 3. (Labor + Materials/Parts)</b>	\$
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Pursuant to the Notice Inviting Sealed Bids, the undersigned declares that he/she has carefully examined specifications for **RFB 2016-17-008 – Fleet Vehicle Maintenance Services**.

I, the undersigned, hereby certify that this Bid and the amount offered in this Bid Form are true and accurate to the best of my knowledge in accordance with the requirements of California Business and Professions Code Section 7028.15. The undersigned agrees that the bid amounts offered herein shall remain in effect throughout the full term of the resulting agreement, including any and all agreement extensions the City chooses to exercise. In submitting this Cost Bid, Respondent agrees to comply with the terms and conditions illustrated in this RFB.

Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment 4**  
**VENDOR QUESTIONNAIRE**  
**RFB 2016-17-008 – Fleet Vehicle Maintenance Services**

Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.

**Shop Operations**

1. Shop name and address, Telephone, Fax, Email
2. Shop manager's name
3. Shop owner's name
4. Number of employees
5. Number of years in business
6. Describe the shop's access to major streets, and distance from the shop to the City yard.
7. Describe how your shop will provide secured parking for City vehicles left overnight.
8. How many years has the shop been at this location?
9. How many years has the shop been under its current ownership?
10. Briefly describe the manager's experience, including history and experience with this firm and current staff at the shop.
11. Describe the experience that your shop has in providing fleet and government service.
12. Define "quality service" as it pertains to your work and shop and list the work processes that are in place to ensure it.
13. Describe after-hours pick-up method.

14. List the hours of operation as follows:

Hours	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Overall shop hours							
Self-service pick-up or Drop-off hours							

**Technical Specifications**

1. How will you meet required turnaround time for PM's and service repair?
2. Describe how you ensure that diagnostic assessments and repair recommendations are necessary.
3. Do you use OEM or aftermarket parts for repairs?



# Exhibit I

## RFB 2016-17-008 – Fleet Vehicle Maintenance Services

### Fleet Vehicle and Equipment – by Category

#### **Section 1 - Super Duty Truck(s)/Van**

Vehicle #	Year	Make	Model	Description	VIN #
1439	1999	FORD	F550	BUCKET/SERVICE TRUCK	1FDAF56F8XEB74614
1452	2005	FORD	F-450	SUPER DUTY PICKUP	1FDXF46P35EA62006
1477	2006	FORD	F-350	SUPER DUTY PICKUP	1FTWW30P26EA19460
1488	2008	FORD	F-550	SUPER DUTY UTILITY	1FDAF56R58EB01390
1495	2008	FORD	F-450	SUPER DUTY DUMP TRUCK	1FDXF46RXBED58002
1185	2008	FORD	F-450	SUPER DUTY UTILITY	1FDXF46R18EB25884
1173	2008	FORD	F-450	SUPER DUTY UTILITY	1FDXF46R68ED58000
1186	2008	FORD	F-450	SUPER DUTY UTILITY	1FDXF46R58EB25886
1187	2008	FORD	F-450	SUPER DUTY UTILITY	1FDXF46R38EB25885
1194	2008	FORD	F-450	SUPER DUTY UTILITY	1FDXF46P16EA49871
1164	2008	FORD	F-450	SUPER DUTY UTILITY	1FDXF46R88ED58001
1166	2004	FORD	F-450	SUPER DUTY UTILITY	1FDXF46S24EC65732
1193	2006	FORD	F-450	SUPER DUTY UTILITY	1FDXF46P96EA60911
1119	2014	FORD	E-450	VAN/CAMERA TRUCK	1FDXE4FSOEDA91704

#### **Section 2 - On-road Heavy Equipment**

Vehicle #	Year	Make	Model	Description	VIN #
1414	1989	INTERNATIONAL	NAVISTAR	STREET SWEEPER	1HTKAZOM6KH540970
1438	1998	FORD	LOUISVILLE	WATER TRUCK	1FDZS86E1WVA08294
1440	1999	FORD	STERLING	DUMP TRUCK	2FZNEEDB3YAF39752
1460	2003	FRIEGHTLINER	FL70	DUMP TRUCK	1FVABTAK73DL69004
1461	2003	ZIEMAN	N/A	TRAILER	1ZCE33A234ZP25176
1471	2004	INTERNATIONAL	7600	DUMP TRUCK	1HTWYAHR65J046836
1483	2006	FRIEGHTLINER	M2	WATER TRUCK	1FVACXDX96HV81974
1485	2006	GMC	C7500	ASPHALT HEATER	1GDM7C1G26F428521
1486	2007	GMC	C7500	ASPHALT HEATER	1GDM7C1G56F428352
1487	2006	FORD	STERLING	DUMP TRUCK	2FZAAVDC37AX50500
1189	2005	FREIGHTLINER	N/A	UTILITY TRUCK	1FVACXDCX5HU51264
1198	2007	KENWORTH	T300	WATER TRUCK	2NKMHD7X73M207563
1409	1989	INTERNATIONAL	4900	DUMP TRUCK	1HTSDZ7N8LH234799
2247	2003	ZIEMAN	N/A	TRAILER	12CT27E27MZP15864
1120	1995	INTERNATIONAL	4700	CONFINED SPACE TRUCK	1HTSMABM7TH233336
1121	2008	INTERNATIONAL	N/A	VACTOR TRUCK	1HTWNAZTX8J678598
1130	1995	FORD	LTS8000	VACTOR TRUCK	1FDZY82E2SVA72035

**Exhibit I**  
**RFB 2016-17-008 – Fleet Vehicle Maintenance Services**  
**Fleet Vehicle and Equipment – by Category**

**Section 3 - Off-road Heavy Equipment**

Vehicle #	Year	Make	Model	Description	VIN #
1416	1989	JOHN DEERE	544E	TRACTOR	DW554ED525806
1417	1989	JOHN DEERE	772B	GRADER	DW772BX525906
1458	2003	CASE	621D	LOADER	JEE0135549
1459	2003	LEEBOY	1000D	ASPHALT PAVER	1021203017779
1480	2005	CASE	570MXT TURBO	LOADER	JJG0302453
1482	2006	JOHN DEERE	AZ-360HD	ASPHALT ZIPPER	36HD00156
1484	2006	CATERPILLAR	143H	GRADER	CAT0143HTAPN00865
1492	2007	CRAFCO	SUPER SHOT 125	CRACK SEAL MACHINE	1C9SY101071418315
1465	2016	CRAFCO	PATCHER II	CRACK PATCHER	1C9TP1226G1418129
1466	2016	CRAFCO	SUPER SHOT 250	CRACK SEAL MACHINE	1C9SC1228G1418387
2254		VAC-TRON	PMD550 DT	VACUUM EXCAVATION	5HZBF16297LD7114
2250	2006	CASE	580 SUPER M+	LOADER	N6C415045
2251	2006	CASE	590 SUPER M	LOADER	N5C394889
2253	2007	WALDEN	SM250 BROOM	SWEEPER/BROOM	4HXKW08176C114013
2260		JOHN DEERE	AZ-360HD	ASPHALT ZIPPER	360HD00174
2262	2009	DITCH WITCH	FX30	VACUUM EXCAVATION	CMWFX30ZJ90000001
2266	2017	CASE	590	BACKHOE	NGC736193
2245	1990	CASE	580K	BACKHOE	XJAB0011573
2248	1992	CASE	580 SUPER K	BACKHOE	XJAB0020072
2249	2003	CASE	580 SUPER M	BACKHOE	JJG0374532
2265	2017	DITCH WITCH	FX30	VACUUM EXCAVATION	
2252	2005	CHALLENGER	MT 265B	TRACTOR	JRA00931

# Exhibit II

## RFB 2016-17-008 – Fleet Vehicle Maintenance Services

### Preventative Maintenance Service Checklist

#### PM SERVICE- A

#### SUPER DUTY TRUCK(S) / VAN AND

#### ON-ROAD HEAVY EQUIPMENT

#### 90 DAY CHP

#### INSPECTION CHECK LIST

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

#### TRUCK AND/OR TRACTOR MAINTENANCE & SAFETY INSPECTION

CHP 108 (Rev. 6-05) OPI 062

\* Inspection of these items meets the minimum requirements of 34505.5 CVC

CARRIER NAME			UNIT #	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE
YEAR	MAKE	LICENSE #	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF	OK	DEF
	1. Fire extinguisher and reflective warning devices															
	2. Horn, defroster, gauges, odometer, and speedometer															
	3. Mirrors and supports															
	4. Windshield wipers, window cracks															
	5. All lights, signals, reflectors, mudflaps															
	6. Electrical wiring-condition and protection															
	7. Batteries-water level, terminals, and cables															
	* 8. Warning devices-air, oil, temperature, anti skid, and/or vacuum															
	9. Radiator and water hoses- coolant level, condition, and/or leaks															
	* 10. Belts-compressor, fan, water pump, and/or alternator															
	* 11. Air hoses and tubing leaks, condition, and/or protection															
	12. Fuel system-tank, hoses, tubing, and/or pump; leaks															
	13. Exhaust system, manifolds, piping, muffler; leaks and/or condition															
	14. Engine-mounting, excessive grease and/or oil															
	15. Clutch adjustment-free play															
	16. Air filter, throttle linkage															
	17. Starting and charging system															
	* 18. Tractor-protection valve															
	* 19. Hydraulic brake system-adjustment, components, and/or condition															
	* 20. Hydraulic master cylinder level, leaks, and/or condition															
	* 21. Hoses and tubing-condition and protection															
	* 22. Air brake system-adjustment, components, and/or condition															
	* 23. 1 minute air or vacuum loss test															
	* 24. Air compressor governor cut-in and cut-out pressures (85-130)															
	* 25. Primary air tank-drain and test check valve															
	* 26. Other air tank-drain and check for contamination; securement															
	* 27. Tires-tread depth, inflation, and condition															
	* 28. Wheels, lug nuts, and studs-cracks, looseness, and/or condition															
	* 29. Parking brake-able to hold the vehicle															
	* 30. Emergency stopping system-labeled and operative															
	* 31. Brakes release after complete loss of service air															
	* 32. Steering system-mounting, free lash, and components															
	* 33. Steering arms, drag links, and/or tie rod ends															
	* 34. Connecting devices- fifth wheel, pintle hitch, and/or safety devices															
	* 35. Suspension system-springs, shackles, u-bolts, and/or torque rods															
	* 36. Frame and cross members-cracks and/or condition															
	37. Drive shaft, universal joints, and/or guards															
	38. Transmission and differential-mounting, leaks, and/or condition															
	* 39. Wheel seals-leaks and/or condition															
	40. Under carriage-clean and secure															

#### SIGNATURES OF INSPECTORS

JANUARY INSPECTION	DATE	FEBRUARY INSPECTION	DATE	MARCH INSPECTION	DATE	APRIL INSPECTION	DATE
MAY INSPECTION	DATE	JUNE INSPECTION	DATE	JULY INSPECTION	DATE	AUGUST INSPECTION	DATE
SEPTEMBER INSPECTION	DATE	OCTOBER INSPECTION	DATE	NOVEMBER INSPECTION	DATE	DECEMBER INSPECTION	DATE

Form may be reproduced privately—bulk supplies are not available from the CHP

Chp108\_1109.pdf

**PM SERVICE- A  
SUPER DUTY TRUCK(S) / VAN AND  
ON-ROAD HEAVY EQUIPMENT  
90 DAY CHP  
INSPECTION CHECK LIST**

\* Inspection of these items meets the minimum requirements of 34505.5 CVC

SIGNATURES OF INSPECTORS

Chp108\_1109.pdf

**PM SERVICE- A  
SUPER DUTY TRUCK(S) / VAN AND  
ON-ROAD HEAVY EQUIPMENT  
90 DAY CHP  
INSPECTION CHECK LIST**

[illegible]

**PM SERVICE- A  
SUPER DUTY TRUCK(S) / VAN AND  
ON-ROAD HEAVY EQUIPMENT  
90 DAY CHP  
INSPECTION CHECK LIST**

[illegible]



# Exhibit II

## RFB 2016-17-008 – Fleet Vehicle Maintenance Services

### Preventative Maintenance Service Checklist

#### P M SERVICE- B

#### OFF ROAD HEAVY EQUIPMENT INSPECTION CHECK LIST

#### 500 HRS./6,000 MI. OR 12 MONTHS

Vehicle# \_\_\_\_\_ Date \_\_\_\_\_ Division \_\_\_\_\_ Mileage \_\_\_\_\_ Hours \_\_\_\_\_

1. Lights

- \_\_\_\_ Cab
- \_\_\_\_ Head
- \_\_\_\_ Signals
- \_\_\_\_ Flood
- \_\_\_\_ Brakes

2. Leaks

- \_\_\_\_ Brake Lines
- \_\_\_\_ Coolant Hoses
- \_\_\_\_ Fuel Lines
- \_\_\_\_ Hydraulic
- \_\_\_\_ Trans, Engine & Differential

3. Brakes

- \_\_\_\_ Operation
- \_\_\_\_ Leaks in lines/cylinder/cans
- \_\_\_\_ Pull Wheel, I Front, I Rear, Lining
- \_\_\_\_ Adjustment

4. Frame

- \_\_\_\_ Cracks
- \_\_\_\_ All Component Mount Service
- \_\_\_\_ Steam Clean if necessary
- \_\_\_\_ Lube Chassis
- \_\_\_\_ Check Roll over protection

5. Steering & Suspension

- \_\_\_\_ King Pins, Ball Joints
- \_\_\_\_ Bushings
- \_\_\_\_ Shocks & Mounts
- \_\_\_\_ Springs & Mounts

6. Electrical

- \_\_\_\_ Check Battery Water
- \_\_\_\_ Clean & Service Cables & Box
- \_\_\_\_ All Belts

7. Cooling

- \_\_\_\_ Belts
- \_\_\_\_ Test Coolant for Replacement
- \_\_\_\_ Lubricate Air Conditioning
- \_\_\_\_ Tighten Air Conditioning

8. Engine

- \_\_\_\_ Check Fluid Levels & Leaks
- \_\_\_\_ Mounts & Mount Bolts
- \_\_\_\_ Change Oil & Filter
- \_\_\_\_ Change Fuel Filters
- \_\_\_\_ Clean Diesel Exhaust Fluid
- \_\_\_\_ Replace Fuel Water Separator

9. Transmission

- \_\_\_\_ Check Fluid Levels & Leaks

10. Miscellaneous

- \_\_\_\_ Windshield Wipers
- \_\_\_\_ Glass
- \_\_\_\_ Door Operation
- \_\_\_\_ Seat & Interior Condition
- \_\_\_\_ Vehicle Paint

11. Tires

- \_\_\_\_ Tire Pressure
- \_\_\_\_ Tire Rotation

12. Stencils

- \_\_\_\_ Fuel Location & Type
- \_\_\_\_ Anti-freeze
- \_\_\_\_ Hydraulic Oil & Type
- \_\_\_\_ Transmission Oil & Type
- \_\_\_\_ Engine Oil Type

13. Hydraulic

- \_\_\_\_ Change Hydraulic Filter

14. Axle

- \_\_\_\_ Check Front/Rear Axle Fluid Level
- \_\_\_\_ Check/Clean Front Breather Valve
- \_\_\_\_ Check/Clean Rear Breather Valve

MAKE COPY OF VEHICLE REG.

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mechanic # \_\_\_\_\_

Work Order #: \_\_\_\_\_

\_\_\_\_\_  
Signature

**Exhibit II**  
**RFB 2016-17-008 – Fleet Vehicle Maintenance Services**  
**Preventative Maintenance Service Checklist**

**P M SERVICE- C**  
**OFF ROAD HEAVY EQUIPMENT INSPECTION CHECK LIST**  
**1000 HRS./6,000 MI. OR 12 MONTHS**

Vehicle# \_\_\_\_\_ Date \_\_\_\_\_ Division \_\_\_\_\_ Mileage \_\_\_\_\_ Hours \_\_\_\_\_

**1. Lights**

- \_\_\_\_ Cab
- \_\_\_\_ Head
- \_\_\_\_ Signals
- \_\_\_\_ Flood
- \_\_\_\_ Brakes

**2. Leaks**

- \_\_\_\_ Brake Lines
- \_\_\_\_ Coolant Hoses
- \_\_\_\_ Fuel Lines
- \_\_\_\_ Hydraulic
- \_\_\_\_ Trans, Engine & Differential

**3. Brakes**

- \_\_\_\_ Operation
- \_\_\_\_ Leaks in lines/cylinder/cans
- \_\_\_\_ Pull Wheel, I Front, I Rear, Lining
- \_\_\_\_ Adjustment

**4. Frame**

- \_\_\_\_ Cracks
- \_\_\_\_ All Component Mount Service
- \_\_\_\_ Steam Clean if necessary
- \_\_\_\_ Lube Chassis
- \_\_\_\_ Check Roll over protection

**5. Steering & Suspension**

- \_\_\_\_ King Pins, Ball Joints
- \_\_\_\_ Bushings
- \_\_\_\_ Shocks & Mounts
- \_\_\_\_ Springs & Mounts

**6. Electrical**

- \_\_\_\_ Check Battery Water
- \_\_\_\_ Clean & Service Cables & Box
- \_\_\_\_ All Belts

**7. Cooling**

- \_\_\_\_ Belts
- \_\_\_\_ Test Coolant For Replacement
- \_\_\_\_ Lubricate Air Conditioning
- \_\_\_\_ Tighten Air Conditioning

**8. Engine**

- \_\_\_\_ Check Fluid Levels & Leaks
- \_\_\_\_ Mounts & Mount Bolts
- \_\_\_\_ Change Oil & Filter
- \_\_\_\_ Change Fuel Filters
- \_\_\_\_ Clean Diesel Exhaust Fluid
- \_\_\_\_ Replace Fuel Water Separator

**9. Transmission**

- \_\_\_\_ Check Fluid Levels & Leaks

**10. Miscellaneous**

- \_\_\_\_ Windshield Wipers
- \_\_\_\_ Glass
- \_\_\_\_ Door Operation
- \_\_\_\_ Seat & Interior Condition
- \_\_\_\_ Vehicle Paint

**11. Tires**

- \_\_\_\_ Tire Pressure
- \_\_\_\_ Tire Rotation

**12. Stencils**

- \_\_\_\_ Fuel Location & Type
- \_\_\_\_ Anti-freeze
- \_\_\_\_ Hydraulic Oil & Type
- \_\_\_\_ Transmission Oil & Type
- \_\_\_\_ Engine Oil Type

**13. Hydraulic**

- \_\_\_\_ Change Hydraulic Filter

**14. Axle**

- \_\_\_\_ Check Front/Rear Axle Fluid Level
- \_\_\_\_ Check/Clean Front Breather Valve
- \_\_\_\_ Check/Clean Rear Breather Valve

**MAKE COPY OF VEHICLE REG.**

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mechanic # \_\_\_\_\_

Work Order #: \_\_\_\_\_

Signature \_\_\_\_\_

## Exhibit III

### RFB 2016-17-008 – Fleet Vehicle Maintenance Services

**THIS AGREEMENT** is made and entered into this <Day> day of <Month> <Year>, by and between the City of Hesperia, hereinafter called "City ", and <Vendor\_Name>, hereinafter called the "Contractor".

**WHEREAS**, the City did accept the proposal of the Contractor for <Type\_of\_Service>, (hereinafter referred to as "the proposal").

#### **TERMS AND CONDITIONS**

1. **SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work described in Exhibit I.
2. **INCORPORATED DOCUMENTS:** The aforesaid Proposal documents are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in the Agreement or not. Should it be ascertained that any inconsistency exists between the aforesaid documents.
3. **COMPENSATION:** During the term of this Agreement, City shall pay Contractor the fee described in Exhibit II, the program budget. The maximum compensation including all Contractor's costs, under the terms of this Agreement, shall not exceed the total amount of <OriginalContractAmount>.
4. **TERMS OF AGREEMENT:** This Agreement shall commence as of the day and year first above shown and shall remain in full force and effect and ongoing until <Contract\_Expiration>, unless sooner terminated as provided herein. The Purchasing Supervisor or his or her designee is authorized to extend this Agreement for up to one year and approve line item adjustments to the Agreement's program budget as long as such amendments are upon the same terms and conditions as specified herein.
5. **SUCCESSOR AND ASSIGNMENT:** The services as contained herein are to be rendered by Contractor whose name is as appears first above written and said Contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of City.
6. **INDEMNIFICATION:** Contractor agrees to indemnify, defend (upon request by City) and save harmless City, its elected and appointed officials, officers, agents and employees from and against any liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with Contractor's operations, or its services, acts and/or omissions hereunder, including any workers' compensation suit, liability or expense, arising from or connected with the services performed by or on behalf of Contractor by any person pursuant to this Agreement.
7. **INDEPENDENT CONTRACTOR:** Contractor shall perform the services as contained herein as an independent Contractor/vendor and shall not be considered an employee, elected/appointed official or family member of any employee or elected/appointed official of the City, or under City supervision or control. This Agreement is by and between Contractor and City, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between CITY and Contractor.
8. **PROHIBITED INTEREST:** No member, officer, or employee of the City or any local public body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Furthermore, the parties hereto covenant and that to their knowledge, no board member, officer, or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in the transaction, or in the business of the contracting party other than the City, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties; even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.
9. **NON-DISCRIMINATION:** During the performance of this Agreement, Seller and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment opportunity extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Seller and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Seller and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Administration Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement and made a part hereof as set forth in full. Seller and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Seller shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Seller shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any

time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

10. ATTORNEY FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.
11. TERMINATION: This Agreement may be terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice.
12. NON-AVAILABILITY OF FUNDS: If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is subject to the appropriation of funds for such purpose by the CITY. If funds to effect such continued payment are not appropriated, Contractor agrees to terminate any services supplied to the CITY under this agreement, and relieve the CITY of any further obligation therefore.
13. INSURANCE: Without limiting Contractor's indemnification of City, Contractor shall procure and maintain at all times during the life of this Agreement, a program of insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by Contractor, its officers, representatives, agents or employees. Contractor acknowledges that Section 3700 of the California Labor Code requires all employers to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code Section. Contractor shall formally acknowledge this requirement by signing the attached Worker's Compensation Insurance Certificate prior to commencing work hereunder. Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder from a company or companies acceptable to the City nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The Contractor shall take out and maintain all times during the life of this Agreement the following policies of insurance: For all operations of the Contractor or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage.
  - A) Minimum Scope of Insurance: Coverage shall be at least as broad as: (i) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001). (ii) Insurance Services Office Form Number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto). (iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. (iv) Errors and Omissions liability insurance appropriate to Contractor's profession.
  - B) Minimum Limits on Insurance: Contractor shall maintain limits of no less than: (i) General Liability: \$2 million per occurrence for bodily injury, personal injury and property damage including products/completed operations and any other activities undertaken by Contractor pursuant to this Agreement. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. (ii) Automobile Liability: \$1 million per accident for bodily injury, death and property damage insuring against liability arising out of the use of any vehicle. (iii) Workers' Compensation insurance as required by the State of California. (iv) Employer's Liability: \$1 million per accident for bodily injury or disease. (v) Errors and Omissions Liability: \$1,000,000 per claim insuring against any liability arising out of professional errors and/or omissions ("malpractice"). Modifications to the above noted minimum insurance limits may only occur upon concurrence of both parties to this Agreement, confirmed in writing by Contractor and City's Risk Management.
  - C) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City's Risk Management. At the option of the City's Risk Management, either: (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, agents and employees; or (ii) The Contractor shall provide a financial guarantee satisfactory to the City's Risk Management guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- A) Other Insurance Provisions - Commercial General and Automobile Liability: The commercial general liability policies are to contain, or be endorsed to contain, the following provisions: (i) The City, its elected and appointed officials, officers, agents, employees and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor or automobiles owned, leased, hired or borrowed by the Contractor. (1) Each insurance policy required by this Section 16 shall be endorsed to state that coverage shall not be reduced or canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City's Risk Management. (2) Contractor's insurance shall specify that: (i) it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (ii) Coverage shall be primary insurance as respects to the City's its officers, officials, employees, agents and volunteers. Any insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. (iii) any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided; (iv) all costs of adjusting and/or defending any claim against any insured, including court costs and attorney's fees, shall be paid in addition to and shall not deplete any policy limits.
- B) Other Insurance Provisions - Workers' Compensation and Employer's Liability: The following provisions apply to Contractor's workers' compensation and employer's liability insurance: (i) Such policies may be subject to deductible or retention in an amount acceptable to the City's Risk Management. (ii) Contractors shall provide to the City an endorsement that the insurer waives the right of subrogation against the City its officers, officials, employees, agents and volunteers.
- C) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless the City's Risk Management approves, in writing, insurers with a lower A.M. Best rating.

- D) Verification of Coverage: Contractor shall furnish the City's Risk Management with original certificates and amendatory endorsements effecting coverage required by this clause. The Endorsements should be on forms provided by the City's Risk Management or on other than City's forms provided those endorsements conform to the requirements of the City's Risk Management. All certificates and endorsements are to be received and approved by the City's Risk Management before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Notwithstanding the above, if the life of this Agreement shall extend beyond one (1) year, Contractor shall provide City with certificate, amended endorsements or complete certified copies of required insurance policies evidencing renewal of the required policies of insurance prior to beginning of any subsequent year of services pursuant to this Agreement.
- E) Failure to Provide or Maintain Insurance: Failure on the part of Contractor to procure or maintain required insurance shall constitute a material breach of this Agreement upon which City may immediately terminate this Agreement.
14. **NOTICE**: Notices herein shall be presented in person or by certified or registered U.S. mail, as follows: To Contractor: <Vendor\_Address>, <City\_St\_Zip> , To City: 9700 Seventh Avenue, Hesperia, CA 92345, Attn: Purchasing Supervisor. Nothing in this paragraph shall be construed to prevent the giving of notice by personal service.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above shown.

**"CONTRACTOR"**

<Vendor\_Name>

(Check One: ☐ Individual ☐ Partnership ☐ Corporation)

(Corporations require two signatures; one from each of the following:

Chairman of Board, President, any Vice President; AND B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

By: \_\_\_\_\_  
(Signature & Date)

\_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
(Signature & Date)

\_\_\_\_\_  
Print Name and Title

**CITY OF HESPERIA**

**ATTEST:**

By: \_\_\_\_\_  
Assistant City Clerk Date

**"CITY"**

By: \_\_\_\_\_  
Assistant City Manager/ Date  
Management Services

By: \_\_\_\_\_  
City Manager Date

## WORKERS COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following as required by the California Labor Code, Section 1860 and 1861:

*"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."*

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Attested By (representative from your firm):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)