CITY OF CARSON 701 E. CARSON STREET CARSON, CALIFORNIA 90745

REQUEST FOR PROPOSAL RFP NO. P15-04

NOTICE IS HEREBY GIVEN THAT THE Purchasing Manager of the City of Carson will receive formal proposals for:

CORRECTIVE REPAIRS FOR THE CITY'S HEAVY DUTY TRUCKS AND TRAILERS

EACH PROPOSAL MUST BE SUBMITTED WITH ONE MARKED "ORIGINAL" AND TWO (2) COPIES (3 TOTAL), ON THE FORMS AVAILABLE ON THE CITY OF CARSON'S WEBSITE UNDER BIDDING/PROPOSAL OPPORTUNITIES, PURCHASING DEPARTMENT BIDS/RFPS AND ENCLOSED IN A SEALED ENVELOPE IDENTIFIED AS REQUEST FOR PROPOSAL (RFP) NO. P15-04, AND ADDRESSED TO THE CITY CLERK AS STATED BELOW. FAILURE TO PROPERLY IDENTIFY THE PROPOSAL ON THE ENVELOPE MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Each proposal must be **submitted with one (1) original and two (2)** copies to the office of the City Clerk at 701 E. Carson Street, Carson, California, 90745, before **2:30 p.m. on the 6th day of August 2015**, and will be opened at that time in the office of the City Clerk, City of Carson and, thereafter, will be submitted to the Purchasing Manager/City Council for award of a contract or rejection of the proposals as the Purchasing Manager/City Council may deem wise in her/its discretion.

PROPOSALS RECEIVED AT 2:30 P.M. OR AFTER 2:30 P.M. WILL BE CONSIDERED LATE. It is the policy of the City of Carson to reject any proposal that is received late. Such proposal may be returned unopened.

If you have any questions regarding this proposal, please call Garrett Roberts, Public Works Acting Program Administrator, at (310) 847-3528.

DATED THIS 23RD DAY OF JULY 2015.

CITY OF CARSON _

RUTH RODRIGUEZ

PURCHASING MANAGER

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CITY OF CARSON REQUEST FOR PROPOSAL NO. P15-04 CORRECTIVE REPAIRS FOR THE CITY'S HEAVY DUTY TRUCKS AND TRAILERS

<u>GENERAL</u>

The City of Carson is soliciting proposals for service from firms to provide contract corrective repairs for the City's Heavy Duty Trucks and Trailers that operate within the City. These services are to be provided at the contractor's facilities and will include, but not limited to the following:

- Corrective Repairs
- Tires & Parts
- Roadside & Emergency Services
- Maintain all Maintenance and Repair Records and Present Quarterly Reports to the city
- BIT Inspections
- CHP Terminal Inspection Services

Minimum Requirements for Maintenance Service:

Contractor must own a shop facility within (5) miles of the City of Carson City Hall Must have (5) years demonstrated experience maintaining large fleets Must have ability to provide online reporting & invoicing Must have mobile service capability including mobile service trucks

Desired Requirements for Maintenance Service:

Multi-shop shift operation with at least (2) Full Time shifts Monday thru Friday, and Weekend service.

Experience repairing heavy duty trucks and trailers 95% demonstrated on time repair competency.

BILLING

Online billing and reporting is highly desirable from the repair contractor. Billing for repair services will be proposed as follows:

- Fixed hourly rate for labor
- Real time repair hours (No book rate or mark up)
- Parts at fleet pricing discount

Business License: The successful vendor shall possess or obtain a City of Carson Business License within five (5) business days after receipt of the Notice of Acceptance of their proposal.

Limitation: Issuance of this Request for Proposal (RFP) does commit the City to award a contract and the City shall not reimburse any costs incurred in the preparation of a response to this request. The City retains the right to reject any or all submittals. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon approval of the Carson City Council at its sole discretion.

PROPOSAL SIGNATURE

If the proposal is made by an individual, it shall be signed, and full name of bidder with complete address shall be given; if made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall sign name, and the name and address of each member shall be given; and, if it is made by a corporation, the name of the corporation shall be provided and signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

INTERPRETATION OF PROPOSAL DOCUMENTS

Should a party responding to this document find discrepancies in, or omissions from the specifications, or should such a party be in doubt as to their meaning, the party responding shall notify the Purchasing Manager immediately at (310) 952-1758. Should it be found necessary, a written addendum will be sent to all prospective proposers. Addenda issued during the proposal period shall form a part of the contract and shall be included with the proposal.

The City of Carson reserves the right to make such changes in the Request for Proposal as it may deem appropriate. Any and all changes in the Request for Proposal shall be made by a written addendum, which shall be issued by the city to all prospective proposers who have been issued or obtained a copy of the Request for Proposal. No oral changes will be permitted. Addenda issued during the proposal process shall become a part of the original proposal.

NON-DISCRIMINATION

The successful selected proposer shall be required to certify that its firm shall not discriminate against any subcontractor, supplier, employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, AIDS disability, sex, or national origin. The proposer shall be required to take affirmative action to ensure that applicants are employed and employees are treated fairly during employment without regard to their race, religion, color, ancestry, age, sexual orientation, AIDS disability, sex, or national origin.

COMPLIANCE WITH LAWS

The proposer shall comply with all applicable laws, ordinances, and codes of the State of California and local governments, all regulations and rules relating to affirmative action, and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

Vendors' products, services, and facilities shall be in full compliance with all applicable Federal, State, Local codes, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

SCOPE OF WORK:

Contractor will perform all Corrective Repairs for the City's Heavy Duty Trucks and Trailers per delineated list of vehicles attached, (EXHIBIT NO. 1). Upon completion of the repairs any identified follow-up repair work will be communicated to the City's fleet maintenance liaison for approvals. Upon receiving approval the Contractor will complete any needed follow-up repairs and will communicate that the vehicle is ready to return to service. Electronic communication is the desired method for the above repairs. Contractor will provide roadside emergency services 24 hours a day through the use of mobile service trucks directly or through an outside vendor. Records for such road calls need to be kept in each vehicle's files. Contractor will be required to maintain all maintenance and repair records for all City vehicles being serviced. The Contractor will also have to maintain all mandated safety records per DOT/CHP requirements. Additionally, the Contractor will be required to present these records and reports to the city on a quarterly basis.

AWARD OF CONTRACT

No contract exists on the part of the City until the City Council has made the award and contract has been executed. The City reserves the right to reject any or all proposals, to waive any informality in the proposal, and to make awards as the interest of the City may require. The award, if made, will take place by the City within approximately ninety (90) calendar days after the scheduled proposal opening date. The City reserves the right to accept all or any part of a proposal.

INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) <u>Commercial General Liability Insurance</u>. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least

\$5,000,000 bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Carson as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

- (b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which will include \$1,000,000 employer's liability.
- (c) <u>Automotive Insurance</u>. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than combined single limit liability of \$2,000,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.
- (d) <u>Additional Insurance</u>. Policies of such other insurance may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the city, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages which have been approved by the city.

The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

Default:

- a. If the vendor fails in any manner to fully perform and carry out each and all of the terms, covenants, and conditions of the contract, he shall be in default and notice in writing shall be given him of such default by the Purchasing Manager of the City of Carson, if the vendor fails to cure such default within such time as may be required by such notice, the City, acting by and through the Purchasing Manager, may at its option terminate and cancel the contract, and at the expense of the vendor and his or its surety, complete the contract or cause the same to be completed. The performance bond and the money payable thereon shall be forfeited thereby and remain the property of the City of Carson.
- b. In the event of such termination, all monies due the vendor under the terms of the contract shall be retained by the City, but such retention shall not release the vendor or his surety from liability for his default.

In such event, however, the vendor and his surety will be credited with the amount of money so retained toward any amount by which the cost of completion of the contract, as above provided, exceeds the original contract price.

- c. Such termination shall not affect or terminate any of the rights of the City against the vendor or his surety then existing, or which may thereafter accrue because of such default and the foregoing provision shall be in addition to all other rights and remedies available to the City under the law.
- d. The waiver or a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

CALIFORNIA LAW

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning a dispute, claim, or matter arising out of or in relation to the Agreement shall be instituted in the Superior Court of the county of Los Angeles, State of California, or any other appropriate court in such county, and contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

LICENSES AND PERMITS

Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this proposal.

ASSIGNMENT OF CONTRACT PROHIBITED

Contractor shall not assign or otherwise attempt to dispose of this contract or of any of the monies due or to become due thereunder, unless authorized by the prior written consent of the City Manager. No right shall be asserted against the City, in law or equity, by reason of any assignment or disposition unless so authorized.

If the contractor, without such prior written consent, purports to assign or dispose of the contract or of any interest therein, the City, at its option, may terminate the contract, and the City will be relieved and discharged from any and all liability and obligations to the contractor and to any assignee or transferee thereof.

CONTRACT TERM

The maintenance contract for these services shall be (3) years with annual increases for the fixed and labor rates not to exceed 3% annually, based on the Consumer Price Index (CPI).

<u>Indemnification</u>. Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from any and all action, suits, claim, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or

liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, form or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the city, and in connection therewith:

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the city, its officers, agents, and employees harmless there from;
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

SUBMITTAL INFORMATION

Prospective Bidder should include at a minimum in their proposals the following:

- Company Overview/Background
- Your approach to providing corrective repair services described above
- Location, Hours, and Staffing for the proposed shop to perform these services
- (3) Local references for similar services
- Examples of your online billing and reporting capabilities

- Per hour labor cost
- City discount percentage for all parts/supplies

Actual insurance certificates are only required of the successful proposer.

The letter of proposal must be signed by an authorized company representative.

The Affidavit of Non-Collusion (page 9) must be signed and submitted.

The proposal must be received by the City of Carson in accordance with the instructions, opening date and time as noted on page 1.

Selected firms may be invited to interview with the City and formally propose their services. The City reserves the right to award a portion of the fleet to different vendors if it is determined that will be the most beneficial option for servicing the fleet.

BID DOCUMENTS

All bids shall include the following executed documents to be submitted with each bid:

- Proposal
- Signed Affidavit of Non-Collusion

CITY OF CARSON

RFP NO. P15-04

AFFIDAVIT OF NON-COLLUSION

The undersigned, as proposed, declares that this proposal is made without collusion with any other person, firm, or corporation, and that the only person(s) or parties interested as principals are named herein. Having carefully examined the Notice Inviting Proposals, the Specifications and the Terms and Conditions, we do hereby propose and agree, in the event of acceptance hereof, to enter into the required agreement with the City of Carson.

Dated this	day of	2015.
I certify (or dec	clare) under p	penalty of
perjury that the	e foregoing is	true and
correct.		
NAME OF CO	MPANY	
		•
SIGNATURE		
TITLE		

AUTOMOBILE LIABILITY ADDITIONAL INSURED ENDORSEMENT

NAME OF ADDRESS OF INSURED:	
General description of agreement(s) and/or activity (ies) insured:	

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

- 1. The Owner, consisting of the following described public entities:
 - [] The City of Carson, California

and its or their elected officials, officers, agents and employees are insured thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.

- 2. Such insurance shall be primary, and not contributing with any other insurance maintained by the Owner.
- 3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Carson, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management City of Carson P.O. Box 6234 Carson, CA 90749 (310) 952-1700

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date			Policy No.
TYPE OF COVERAGES TO WHICH		POLICY I	PERIOD	LIMITS OF
THIS ENDORSEMENT ATTACHES		FROM	TO	LIABILITY

Scheduled items or locations ar	e to be identified on an a	ttached sheet.	
The following are covered by the	ne policy:		
() Owned Automobiles() Owned, Nonowned and Hir() Nonowned Automobiles() Hired Automobiles	ed Automobiles		
A deductible or self-insured retecoverage			applies to
DEDUCTIBLE APPLIES PER	CLAIM	, PER OCCURRENCE_	·
		INSURANCE CO	
Ι,	, (print	name) hereby declare under	penalty of perjury,
under the laws of the State of	California, that I have t	the authority to bind the above	ve-named insurance
company to this endorsement ar	nd by my execution herec	of, do so bind said company.	
		ed Representative (Original statistical signature accepted)	Signature only; No
Executed at		on	, 20
Phone No.: ()			

WORKERS' COMPENSATION/EMPLOYERS LIABILITY SPECIAL CANCELLATION NOTICE ENDORSEMENT

NAME AND ADDRESS OF INSURE	ED:				
General description of agreement(s) ar	General description of agreement(s) and/or activity (ies) insured:				
This policy shall not be subject to can than thirty (30) days prior to the e addressed to Risk Management, City o	ffective date the	hereof by certified mail,	return receipt requested,		
The company agrees to waive all rigidescribed public entities:	hts of subrogat	ion against the Owner, co	nsisting of the following		
[] The City of Car	son, California				
and its or their elected officials, officer	rs, agents and en	mployees.			
Except as stated above and not in confluence, alter or extend any of the limits is attached.					
Endorsement No.	Effective Date		Policy No.		
TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES		POLICY PERIOD FROM TO	LIMITS OF LIABILITY		
Workers' Compensation			Statutory		

Em	ployers Liability		113 01
The	following are included in	he above coverages:	
()	Broad Form All States E Voluntary Compensation	Endorsement	
			INSURANCE COMPANY
		ADD	RESS:
Ι,		, (print name) hereby declare under penalty of perjury,
		California, that I have the aund by my execution hereof, do	thority to bind the above-named insurance so bind said company.
		Signature of Authorized Rep facsimile signature or initialed	presentative (Original Signature only; No I signature accepted)
Exe	cuted at	on	, 20
Pho	ne No : ()		

EXCESS LIABILITY INSURANCE ADDITIONAL INSURED ENDORSEMENT

NAME AND ADDRESS OF INSURED:	
General description of agreement(s) and/or activity (ies) insured:	

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

- 1. The Owner, consisting of the following described public entities:
 - [] The City of Carson, California

and its or their elected officials, officers, agents and employees are insured thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.

- 2. Such insurance shall be primary, and not contributing with any other insurance maintained by the Owner.
- 3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Carson, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management City of Carson P.O. Box 6234 Carson, CA 90749 (310) 952-1700

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement	Effective			Policy No.	
No.	Date				
TYPE OF COVERAGES T	O WHICH	POLICY PE	RIOD	L	IMITS OF
THIS ENDORSEMENT A	ΓTACHES	FROM	TO	L	IABILITY

AMOUNT EXCESS OF

Excess Liability () Following Form () Umbrella Liability () Other	•	ANTO CITT DATO DOS CI
Applicable underlying coverag	es	
Insurance Company	Policy No.	Amount
The following inclusions, exclu	usions, extensions or specific provisions relate to the	e above coverages:
A deductible or self-insured ret to coverages not included in un	tention (strike out one) of \$ derlying policies.	applies
DEDUCTIBLE APPLIES PER	CLAIM, PER OCCURRENCE_	
INSURANCE COMPA	ANY	
ADDRESS:		
under the laws of the State of	, (print name) hereby declare ur California, that I have the authority to bind the and by my execution hereof, do so bind said compan	above-named insurance ny.
	facsimile signature or initialed signature accepted	
Executed at	on	, 20
Phone No.: ()		

GENERAL COMPREHENSIVE LIABILITY ADDITIONAL INSURED ENDORSEMENT

NAME OF ADDRESS OF INSURED:	
General description of agreement(s) and/or activity (ies) insured:	

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The Owner, consisting of the following public entities:

[X] The City of Carson, California

and its or their elected officials, officers, agents and employees are insured thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.

- 2. Such insurance shall be primary, and not contributing with any other insurance maintained by the Owner.
- 3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Carson, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management City of Carson P.O. Box 6234 Carson, CA 90749 (310) 952-1700

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date			Policy No.
TYPE OF COVERAGES TO WHICH		POLICY P	ERIOD	LIMITS OF
THIS ENDORSEMENT ATTACHES		FROM	TO	LIABILITY

Scheduled items or locations are to	be identified on an attached sheet.	
The following inclusions relate to the	he above coverages includes:	
 () Premises & Operations () Contractual Liability () Independent Contractors () Products/Completed Operations () Broad Form Property Damage () Broad Form Liability Endorsen 	()	_
A deductible or self-insured retention coverage.	on (strike out one) of	applies to
DEDUCTIBLE APPLIES PER CL	AIM, PER OCCURREN	NCE
		CE COMPANY
Ι,	, (print name) hereby declare	under penalty of perjury,
under the laws of the State of Cal	lifornia, that I have the authority to bind the	e above-named insurance
company to this endorsement and by	y my execution hereof, do so bind said comp	any.
	gnature of Authorized Representative (Orig	
Executed at,	on	, 20
Phone No.: ()		

P15-04

NO.	VEH	YEAR	MAKE	DESCRIPTION	MODEL	GVW	VIN
	#						
1	766	1997	INTERNATIONAL	DUMP TRUCK	2574	56,000	1HTGGAET2WH516165
2	824	2000	ZIEMAN	TRAILER	2235	19,500	1ZCT27E24XZP21251
3	877	2001	ZIEMAN	TRAILER	2235	19,500	1ZCE261ZP22055
4	914	2001	STERLING	DUMP TRUCK	LT9500	58,000	2FZHAZBD72AJ35443
5	970	2002	FORD	DUMP TRUCK	F-750	30,000	3FDXF75222MA04031
6	972	2002	FORD	AERIAL LIFT	F-750	33,000	3FDXF75H33MB02670
7	987	2002	HOLDEN	TRAILER	TD020	25,000	12HTD32233S109221
8	988	2002	HOLDEN	TRAILER	TD020	25,000	12HTD32213S109220
9	1024	2003	FORD	AERIAL LIFT	F-750	30,000	3FDX75823MB06158
10	1379	2013	FREIGHTLINER	PATCH TRUCK	114SD	58,000	1FVHG3DX93HFU1796
11	1392	2014	FREIGHTLINER	DUMP TRUCK	114SD	28,000	1FVAC4DX4EHFV4801
				CATE CONTRACTOR OF THE CATE OF			
12	1414	2014	TRAILBOSS	TRAILER	DP302	57,120	4SODP3026E1003418