# Livermore Amador Valley Transit Authority 1362 Rutan Court, Suite 100 Livermore, CA 94551

Date July 11, 2022

TO: Prospective Bidders

RE: Invitation for Informal Bids

LAVTA Parking Lot Power Sweeping IFB 2022-07 (Low Bid)

The Livermore Amador Valley Transit Authority (LAVTA) is interested in obtaining bids for monthly Power Sweeping of the parking lots at our three locations. Your firm is invited to submit a bid.

The successful bidder will be offered a three year contract, effective on or about September 1, 2022. The award will be based on the lowest bid received from responsive and responsible bidders as determined by LAVTA.

The successful vendor(s) will receive a blanket purchase order in accordance with the effective date stated in this Invitation for Informal Bids. No written notification of the award will be sent.

In order to be considered, please ensure that your bid is received by the undersigned no later than **2pm on August 1, 2022**. Bids may be hand delivered or sent by delivery services addressed to the undersigned at Livermore Amador Valley Transit Authority, 1362 Rutan Court, Suite 100, Livermore, CA 94551, or they may be e-mailed to procurements@lavta.org.

A bid may be withdrawn by personal, written, or telephonic request received from the bidder prior to the scheduled opening date. No bid may be withdrawn for a period of 60 days after the opening date.

The Authority reserves the right, as the interest of the Authority requires, to postpone, accept or reject any and all bids and to waive any informality in the bids received.

If you have any questions relating to this solicitation, please contact me at (925) 455-7555.

Sincerely,

Tamara Edwards			
Director of Finance			
Attachment			

## **SPECIFICATIONS**

LAVTA is requesting quotes for power sweeping services including:

- 1. sweeping of the full lots and all curb lines,
- 2. blow out of curb lines, bumper stops and areas where the sweeper is unable to reach.
- 3. sweeping of the driveways and entrances, and
- 4. disposal of the debris

at the following locations (pictures attached):

### 875 Atlantis Court, Livermore, CA

This parking lot is approximately 162,000 square feet. Currently this location only has one large bus parking lot.

### 2500 Railroad Avenue, Livermore, CA

This property consists of a two separate parking areas plus the bus entrance and thoroughfare. The total sweeping area is approximately 1.5 acres.

### 1362 Rutan Court, Livermore, CA

This property consists of two employee parking lots, and one bus parking lot. The total sweeping area is approximately 2.6 acres.

#### **SPECIAL CONDITIONS**

**QUANTITIES:** All quantities are estimated. No guarantee is made or implied as to the minimum or maximum quantities that may be ordered during the stipulated order period.

**PRICES:** The prices quoted shall be "FIRM" for the term of the order.

**BASIS OF AWARD:** Award will be based on the lowest quote received from responsive and responsible bidders as determined by the LAVTA.

**DURATION OF CONTRACT:** The duration of the agreement shall be for a period of three (3) *years*.

**TIME FOR PERFORMANCE:** Contractor will provide services within <u>fourteen (14)</u> <u>calendar days</u> after receipt of order or verbal notification. Failure to deliver the required product within the specified time period is not in compliance with the terms and conditions set forth in the RFQ. The file will be documented accordingly regarding delinquent shipments. Continued delinquency could prohibit the award of future orders.

**TAX-EXEMPT:** The LAVTA is not exempt from payment of all taxes, and taxes must be included in the quoted price.

**PAYMENT TERMS:** Payments will be net 30 days after receipt of an invoice. Payment for services shall be at the quoted price.

**INDEMNIFICATION:** The successful Contractor shall indemnify and save harmless LAVTA, its trustees, officers and employees from and against all loss, costs, liability, damage and expense whether direct, consequential or incidental, for personal injury and for property damage; and for such loss, costs, liability, damage and expense arising out of, or resulting in whole or in part, directly or indirectly, from work or operations under the contract but not limited to the acts, errors, omissions and negligence of Contractor's employees and agents, except to the extent of liability imposed due to LAVTA's own negligence.

**NON-WAIVER BY ACCEPTANCE OF PAYMENT:** Neither the acceptance by the LAVTA of any services, the payment by the LAVTA for any services, nor both acceptance and payment, shall be deemed to waive, compromise, or affect in any manner the liability of the Contractor for any breach of contract, of warranty or of both contract and warranty.

**TERMINATION FOR CONVENIENCE OF THE AUTHORITY:** The LAVTA may terminate this order at any time by a notice in writing, which shall specify the effective date thereof, from the LAVTA to the Contractor, at least 15 days before the effective

date of such termination. In that event, any goods accepted by the LAVTA prior to the effective date of the termination shall become the LAVTA's property and the Contractor shall be entitled to receive just and equitable compensation therefor and for any services accepted by the LAVTA prior to the effective date of termination; provided, nevertheless, that the amount of the total order price is properly attributable to the goods and/or services accepted.

Neither the acceptance by the LAVTA of any goods and/or services; the payment by the LAVTA for any goods and/or services; nor both acceptance and payment shall be deemed to waive, to compromise, or to affect in any manner, the liability of the Contractor for any breach of order, of warranty, or both order and warranty.

TERMINATION OF ORDER FOR CAUSE: If, through any cause, the Contractor shall fail to perform fully, timely and in a proper manner its obligation under this order, or if the Contractor shall breach any of the covenants, conditions or agreements contained in the order, the LAVTA shall thereafter have the right to terminate this order by giving notice in writing which shall specify the effective date thereof, to the Contractor of such termination. In such event, any product delivered and/or installed by the Contractor under this order shall, at the option of the LAVTA, become the LAVTA's property; then the Contractor shall be entitled to receive just and equitable compensation therefor, that is agreeable to both parties. In the event of a termination pursuant to this clause, the LAVTA may elect instead to remove any product delivered and/or installed and redeliver the same to the Contractor, all at the Contractor's sole expense, including reasonable charges for any time and/or labor expended by LAVTA employees.

Notwithstanding the above, the Contractor shall not be relieved of any liability to the LAVTA for damages sustained by the LAVTA by virtue of any breach of order or warranty or of both, by the Contractor for the purpose of setoff and/or recoupment until such time as the exact amount of damages due the LAVTA from the Contractor is determined.

**ACCESS:** The Contractor should be aware that LAVTA is a constantly operating organization, with activity almost 24 hours a day, seven days a week.

It is the intention of the LAVTA to protect LAVTA employees, customers and property from harm and to reduce LAVTA's liability exposure limits regarding safety and environmental infractions.

LAVTA will grant access to gated areas at the LAVTA facilities. The Contractor will be provided a gate code for the Atlantis Facility, a phone number of a LAVTA contact person who can open locked gates at the Rutan Facility. The Contractor's driver must use the phone number to gain access to LAVTA facilities and should not assume that if a gate is secured, the driver cannot provide service. The driver may call just prior to arrival so as not to slow his route schedule. The Railroad facility is not gated.

**DRUG AND ALCOHOL RULES:** The Livermore Amador Valley Transit Authority (LAVTA) is required to comply with the Federal Transit Administration's drug and alcohol rules, 49 CFR 653 and 654. This rule requires LAVTA to ensure that any entity performing a safety-sensitive function on our behalf implement a drug and alcohol testing program which complies with the following clause:

"The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of California, or the Livermore Amador Valley Transit Authority to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654."

# LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY QUOTE FORM

## YEAR ONE

Item No.	Estimated Qty. of Annual Services	Description	Unit Price	Total Amount
1	12	875 Atlantis Court	\$	\$
2	12	2500 Railroad Avenue	\$	\$
3.	12	1362 Rutan Court	\$	\$
			Annual Total	\$

## **YEAR TWO**

Item No.	Estimated Qty. of Annual Services	Description	Unit Price	Total Amount
1	12	875 Atlantis Court	\$	\$
2	12	2500 Railroad Avenue	\$	\$
3	12	1362 Rutan Court	\$	\$
			Annual Total	\$

## YEAR THREE

Item No.	Estimated Qty. of Annual Services	Description	Unit Price	Total Amount
1	12	875 Atlantis Court	\$	\$
2	12	2500 Railroad Avenue	\$	\$
3	12	1362 Rutan Court	\$	\$
			Annual Total	\$

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Name of Individual, Partner or Corporation				
Address	City,	State and Zip Code		
Telephone Number	Fax Number	E-Mail		
Authorized Signature	Ti	tle	Date	

## 875 Atlantis Ct



2500 Railroad Ave



