



VICTOR VALLEY TRANSIT AUTHORITY

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

INVITATION FOR BID (IFB) 2019-10

BATTERY ELECTRIC BUS WRAPS

May 3, 2018

NOTICE INVITING BIDS – 2019-10

1. Purpose of the Procurement and Period of Performance

Victor Valley Transit Authority (VVTA) seeks a Provider to install vinyl bus wraps on seven (7) electric buses due to arrive at VVTA in May/June 2019. The buses are 40 ft long x 102 in. wide and will require high quality vinyl full wraps. The awarded Bidder must also quote on the removal of the bus wraps at a future time. The Period of performance will end once all the wraps are completed.

2. Obtaining the IFB Document

IFB documents may be obtained from VVTA, in person at 17150 Smoke Tree Street, Hesperia, CA 92345-8305 or electronically at www.vvta.org/procurement. Documents are also available via email request to cplasting@vvta.org. Bids requested by courier or via USPS mail shall be packaged and sent only at the Bidders' expense.

3. Bid Due Date and Submittal Requirements

Sealed Bids must be received by **3:00 PM Pacific Daylight Time (PDT) on Thursday, June 6, 2019.**
There will be a Public Opening of the Bids

3.1. Sealed Bids shall be delivered to the following address:

Victor Valley Transit Authority
Attn: Christine Plasting, Procurement Manager
17150 Smoke Tree Street
Hesperia, CA 92345-8305
(760) 995-3583
(760) 948-1380 fax

3.2. Envelopes or boxes containing Bids shall be sealed and clearly labeled with VVTA's IFB number and the solicitation title: "VVTA IFB 2019-10 Battery Electric Bus Wraps."

3.3. Bidders are requested to submit to VVTA one (1) hard copy of the Bid and one (1) electronic copy via DVD/CD or thumb/flash drive. A Bid is deemed to be late if it is received by VVTA after the deadline stated above. Bids received after the submission deadline shall be returned, unopened to the Bidder. It is the Bidder's sole responsibility to ensure that the Bids are received by the date and time stated above.

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

5. Pre-Bid Meeting

There will not be a Pre-Bid meeting, however, the deadline for question is at 5:00 PM (PDT), Friday, May 24, 2019. Prospective bidders are requested to submit questions, in writing, to the Procurement Manager at cplasting@vvta.org. Responses shall be shared with all known prospective bidders by written addenda only.

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

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS	4
A. TIMELINE	4
B. PURPOSE.....	4
C. BACKGROUND	4
D. PERIOD OF PERFORMANCE.....	5
E. EXAMINATION OF DOCUMENTS.....	5
F. REQUEST FOR CLARIFICATION / APPROVED EQUALS.....	5
G. VENDOR CONTACT.....	5
H. ADDENDA TO IFB.....	6
I. EXCEPTIONS / DEVAIATIONS	6
J. SUBMISSION OF BIDS	6
K. FORMAT OF BIDS	7
L. PRE-CONTRACTUAL EXPENSES.....	8
M. JOINT BIDS	8
N. TAXES	8
O. MODIFICATION OR WITHDRAWAL OF BIDS	8
P. SUBCONTRACTORS AND ASSIGNMENTS	9
Q. CONFIDENTIALITY AND PUBLIC RECORDS ACT	10
R. ACCEPTANCE / REJECTION OF BIDS	11
S. SINGLE RESPONSE	12
T. CANCELLATION OF PROCUREMENT	12
U. AVAILABILITY OF FUNDS	12
V. VVTA'S RIGHTS	13
W. CONFLICT OF INTEREST AND CODE OF CONDUCT	13
X. EVALUATION, NEGOTIATION AND SELECTION.....	14

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – PROTEST POLICY

ATTACHMENT C – FORM FOR BID DEVIATION/REQUEST FOR PRE-OFFER CHANGE OR APPROVED EQUALS

ATTACHMENT D – ACKNOWLEDGEMENT OF ADDENDA

ATTACHMENT E - LIST OF SUBCONTRACTORS

ATTACHMENT F – SUBMISSION OF FORMS/PRICE BID FORM

ATTACHMENT G – INSURANCE REQUIREMENTS

INSTRUCTIONS TO BIDDERS

A. TIMELINE

Date of Invitation For Bid (IFB):	May 2, 2019
Agency:	VICTOR VALLEY TRANSIT AUTHORITY
Address of Agency:	17150 SMOKETREE ST., HESPERIA, CA 92345-8305
Contracting Officer:	Christine Plasting, CPPB, Procurement Manager
Telephone No:	(760) 995-3583
FAX No:	(760) 948-1380
Email Address:	cplasting@vvta.org
Pre-Bid Conference (Non –Mandatory)	Not applicable
Last Day for Questions	5:00 p.m. PDT, Friday, May 24, 2019
Addenda and Answers to questions	2:00 p.m. PDT, Thursday, May 30, 2019
Bids Due Date	3:00 p.m. PDT. Thursday, June 6, 2019
Anticipated Award Date	July 15, 2019

B. PURPOSE

Victor Valley Transit Authority (VVTA) seeks full vinyl vehicle wraps on seven (7) 40-foot Battery Electric Buses. Bidder will be responsible for the removal of current decals, printing and installation of the full-color vinyl wrap, removal of the bus wrap, at the end of the contract - returning buses to original condition, and possibly the installation of new decals..

C. BACKGROUND

1. VVTA is a Joint Powers Authority (JPA) created in 1992 to provide comprehensive public transit services to five incorporated towns and a number of unincorporated communities (represented by the San Bernardino County Board of Supervisors) – all member jurisdictions are located in Southwestern San Bernardino County.
2. VVTA serves the Victor Valley, a sub region of Southern California north of the San Bernardino Mountains in the Mojave Desert. Victor Valley is situated east of the Antelope Valley and north of the San Bernardino Valley and is part of the Inland Empire, a sub region of the Greater Los Angeles Area.
3. VVTA operates its BV Link – Services between Barstow and Victorville; NTC – Services between the Victor Valley and the Ft. Irwin National Training Center; Commuter Bus

services between the Victor Valley and the San Bernardino Valley. VVTA also includes services to meet the needs of the senior, disabled, and veteran patrons in our jurisdiction, to meet our legal and programmatic responsibilities.

D. PERIOD OF PERFORMANCE

VVTA intends to award a Lump Sum contract for the initial period not to exceed 90 days. However, extended on an on-call basis when the wraps are needed to be removed. VVTA reserves the right to award the contract at a time other than stated in the proposed schedule.

E. EXAMINATION OF DOCUMENTS

By submitting a Bid, the Bidder represents that it has thoroughly examined and become familiar with the work required and documents included under the IFB.

F. REQUEST FOR CLARIFICATION / APPROVED EQUALS

1. Whenever any material, product or service is specified or indicated in the contract documents by brand name, trade, patent, or proprietary name or by the name of the manufacturer, the item so specified or indicated shall be deemed to be followed by the words, "Or Equal."
2. At any time during this procurement up to the time specified in the "Bid Schedule" (Section A), Bids may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the IFB or any addendum to the IFB. Requests may include suggested substitutes for specified items and for any brand names. Whenever a brand name is used in this solicitation it shall mean the brand name or "approved equal." Such written requests shall be made to the Contracting Officer and may be transmitted by facsimile or via email. The Bid making the request shall be responsible for its proper delivery to VVTA per "Contracting Officer" (Section A) on the form provided in "Request for Pre-Offer Change or Approved Equal." VVTA will not respond to oral requests. Any request for a change to any requirement of the Contract Documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the IFB, without substantial increase in cost or time requirements. Any responses to such written request shall be provided by VVTA in the form of addendum only. Only written responses provided as addendum shall be official and all other forms of communication with any officer, employee or agent of VVTA shall not be binding on VVTA.
3. VVTA, at its sole discretion, shall determine whether the substantiating data demonstrates that an "approved equal" item(s) is equivalent in all respects to the item specified in the contract documents.

G. VENDOR CONTACT

1. All correspondence, communication and/or contact with regard to any aspect of this solicitation is authorized only with the designated Contracting Officer identified in "A. Bid Schedule" above, or their designated representative. Bidders and their

representatives shall not make any contact with or communicate with any employees of VVTA, or its directors and consultants, other than the Contracting Officer regarding any aspect of this solicitation or offers. Ex parte' communications with members of VVTA's Board of Directors or any person responsible for awarding a contract, including the Contracting Officer is prohibited under California Public Contract Code Section 20216. All communications shall be in writing and will be made public.

2. If it should appear to a prospective Bidder that the performance of the Work under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the **IFB** or Contract Documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local or Agency law, ordinance, rule, regulation, or other standard or requirement, then the Bidder shall submit a written request for clarification to VVTA within the time period specified above.

H. ADDENDA TO IFB

VVTA reserves the right to amend the IFB at any time. Any amendments to or interpretations of the IFB shall be described in written addendum. VVTA shall provide copies of Addendum to all prospective Bidders officially known to have received the IFB. Prospective Bidders, or their agents, shall be responsible to collect the addendum at the address provided in "Contracting Officer" (Section A. above) or receive the same otherwise. Notification of the addendum will also be e-mailed or delivered to all such prospective Bidders officially known to have received the IFB and to the address provided by each prospective Bidder. Failure of any prospective Bidder to receive the notification or addendum shall not relieve the Bidder from any obligation under its Bid as submitted or under the IFB, as clarified, interpreted or modified. All addendum issued shall become part of the IFB. Prospective Bidders shall acknowledge the receipt of each individual addendum and all prior addenda in their Bids (see Attachment D). Failure to acknowledge in their Bids receipt of addendum may, at VVTA's sole option, disqualify the Bid.

If VVTA determines that the addendum may require significant changes in the preparation of Bids, the deadline for submitting the Bids may be postponed by the number of days that VVTA determines will allow Bidder sufficient time to revise their Bids. Any new Due Date shall be included in the addendum.

I. EXCEPTIONS / DEVIATIONS

Using the Form for Bid Deviation – Attachment C – State any exceptions to or deviations from the requirements of this IFB, segregating "technical exceptions from "contractual" exceptions. Where Bidder wishes to propose alternative approaches to meet VVTA's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Bidder will be deemed to have accepted the contract requirements as set form in the Scope of Work.

J. SUBMISSION OF BIDS

1. Please note that **all addenda** must be acknowledged. Bidder is instructed to use Attachment D – Acknowledgement of Addenda – to acknowledge all addenda released during this solicitation.
2. Bidder shall submit the Cost/Price Bid (Attachment F). Other forms submitted with

pricing and not on the specific form for be deemed “non-responsive.” Prices are to **exclude** California State and Local Sales Tax.

3. **Sealed original bid plus one (1) electronic copy**, must be received at the address shown in “Bid Schedule” (Section A) not later than **3:00 PM (PDT) on Thursday, June 6, 2019**. All labor, equipment, and materials shall be furnished in strict accordance with the delivery schedule and the Contract terms and conditions. All Bids shall be valid for a period of ninety (90) days.
4. Bids including all submittal documents and including price elements shall be submitted by the due date specified, in one sealed package identified as **“VVTA IFB 2019-10 BATTERY ELECTRIC BUS WRAPS.”**
5. Bids received after the time and date due will be rejected without consideration or evaluation and returned, unopened, to the return address on the package received. Under no circumstances will any bid be accepted after the due date and time in accordance with PCC 10168.

K. FORMAT OF BIDS

1. Bids must be submitted and organized in the order listed below. The bid shall include, at a minimum, the following:
 - a. Cover letter – Bidder must include a letter of Introduction.
 - b. Title Page
 - c. Table of Contents
 - d. Profile of Firm (History and Experience) – This section should include details regarding the bidder’s ability and experience to operate the project as specified in the IFB. The following information should be included:
 - I. Corporate hierarchy – i.e. President, Vice President, Corporate Officers, etc.
 - II. Corporate overview of services or activities performed.
 - History of firm – Include a brief history of the firm
 - Founding Date (month and year)
 - Firm size – staff and client base
 - Firm’s vision and mission statement
 - III. Location of the office from which the work will be provided and the staff allocation at that office.
 - e. Identify Project team including, but not limited to:
 - I. Size of Project Team
 - II. Education, qualifications, and specific experiences in performing the work that is being solicited in this IFB.

III. Project Organization Chart.

f. Commitment that key personnel will be available throughout contract and will not be removed without prior approval of VVTA

I. The name of the Project Manager / Liaison and a list of personnel to be assigned to the project and the roles and qualifications.

II. Indicate whether your firm will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor, the portion of the work to be subcontracted.

g. Required Forms (See Attachment F)

h. Any other information required by this IFB or its addenda which may not be listed above.

2. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the IFB, as your firms' bid may be deemed non- responsive.

L. PRE-CONTRACTUAL EXPENSES

1. VVTA will not be liable for any pre-contractual expenses incurred by any Bidder in preparation of its Bid. Bidder shall not include any such expenses as part of their Bid.

2. Pre-contractual expenses are defined as expenses incurred by the Bidder in:

- a. Preparing a Bid in response to this IFB;
- b. Submitting that Bid to VVTA;
- c. Negotiating with VVTA any matter related to this Bid; and
- d. Any other expenses incurred by Bidder prior to date of award, if any, of the Agreement.

M. JOINT BIDS

Where two or more firms desire to submit a single Bid in response to this IFB, they should do so on a prime-subcontractor basis rather than as a joint venture.

N. TAXES

Bids are subject to State and Local sales taxes. However, VVTA is exempt from the payment of Federal Excise and Transportation Taxes. Firm is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

O. MODIFICATION OR WITHDRAWAL OF BIDS

1. A modification of a Bid already received will be accepted by VVTA only if the modification is received prior to the Bid Due Date, or is specifically requested by VVTA.

All modifications shall be made in writing and executed and submitted in the same form and manner as the original Bid.

2. A Bidder may withdraw a Bid already received prior to the Bid Due Date by submitting, in the same manner as the original Bid, to VVTA a written request for withdrawal executed by the Bidder's authorized representative. After the Bid Due Date, a Bid may be withdrawn only if VVTA fails to award the contract within the Bid validity period prescribed in "Due Date" or any agreed upon extension thereof. The withdrawal of a Bid does not prejudice the right of a Bidder to submit another Bid within the time set for receipt of Bids.
3. This provision for modification and withdrawal of Bids may not be used by a Bidder to submit a late Bid and, as such, will not alter VVTA's right to reject a Bid.

P. SUBCONTRACTORS AND ASSIGNMENTS

1. Pursuant to the provisions of the California Public Contract Code Section 4104 every Bidder shall in the Bid set forth:
 - a. The name and location of the place of business (address) of each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount more than one-half of one percent of the Bidder's total Bid; and
 - b. The portion of the work that will be done by each subcontractor. The Bidder shall list only one subcontractor for each portion of work as defined by the Bidder in its Bid.
 - c. The dollar amount of the work which will be done by each such subcontractor
2. Bidder shall complete form entitled "List of Subcontractors (Attachment E)" with the above requested information.
3. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the Bidder's total Bid, or if the Bidder specified more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the Bidder's total Bid, the Bidder agrees to perform that portion.
4. The successful Bidder shall not, without the express written consent of VVTA, either:
 - a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designated in the original Bid; or
 - b. Permit any subcontract to be assigned or transferred; or
 - c. Allow it to be performed by anyone other than the original subcontractor listed in the Bid.
 - d. Each Bidder shall set forth in its Bid the name and location of the place of business (address) of each subcontractor certified as a disadvantaged business enterprise who will perform work or labor or render service to the prime contractor about the

performance of the contract.

Q. CONFIDENTIALITY AND PUBLIC RECORDS ACT

Access to government records is governed by the State of California Public Records Act. (Government Code Section 6250 et. seq.) Except as otherwise required by state law, VVTA will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the bid. Any such proprietary information, trade secrets or confidential commercial and financial information, which a Bidder believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

Bidder fully understands the scope of work/specifications and has checked carefully all words and figures inserted in said IFB and further understands that VVTA will no way be responsible for any errors or submissions in the preparation of this bid.

1. Exclusive Property

- a. Responses to this Bid become the exclusive property of VVTA and are subject to the California Public Records Act.
- b. Those elements of each Bid that are *trade secrets*, as the term is defined in California Civil Code section 3426.1 (d) or otherwise exempt by law from disclosure and which are not prominently marked as TRADE SECRET, CONFIDENTIAL or PROPRIETARY may be subject to disclosure.

2. Disclosure of Records

- a. Upon a request for records from a third party regarding this bid VVTA will notify in writing the party involved. The party involved must respond within twenty (20) calendar days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information and the party involved shall agree to indemnify VVTA for its defense costs, (Including reasonable attorney fees) associated with its refusal to produce such identified information; otherwise, the requested information may be released and VVTA shall not be held liable for complying with the records request.
- b. If disclosure is deemed to be required by law or by an order of the court, VVTA shall not, in any way, be liable or responsible for the disclosure of any such records including without limitation those so marked.
- c. Any documents that are not marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY," will be made available.

3. Exemption from Disclosure May be Deemed Unresponsive

- a. VVTA will take into consideration documents that the Bidder deems exempt from disclosure which must be marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY."
- b. Bidders who indiscriminately identify all or most of their bids as exempt from disclosure without justification may be deemed non-responsive.

4. Indemnification of VVTA by Bidder

- a. The Bidder agrees to indemnify, hold harmless and defend VVTA and each of its board members, officers, officials, employees and agents from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of a Public Records Act request for any of the contents of a Bid labeled as protected information and identified as, among other things, "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY." This obligation shall survive the IFB process, including the awarding of the Contract
- b. Bidder agrees to absorb all costs and expenses, including attorneys' fees, in any action or liability arising under the California Public Records Act pertaining to protected information contained and labeled as such in the bidder's bid.

5. Public Interest

- a. The public interest exemption of the California Public Records Act provides that an agency may withhold the disclosure of a record by showing that the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record.
- b. To protect the integrity of the bid process, in most instances, price bids and information regarding the contents of a Bid, will not be released or made available to other Bidders or the public until contract award is made by VVTA's Board of Directors and after the conclusion of any protest.
- c. VVTA shall employ sound business practices no less diligent than those used for VVTA's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Bidders and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the state law against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by VVTA in its sole discretion, bears appropriate notices relating to its confidential character.

R. ACCEPTANCE/REJECTION OF BIDS

1. VVTA reserves the right to reject any or all Bids for sound business reasons, to undertake contract negotiations with one or more Bidders, and to accept that Bid, which in its judgment, will be most advantageous to VVTA, price and other evaluation criteria

considered. VVTA reserves the right to consider any specific Bid, which is conditional or not prepared in accordance with the instructions and requirements of this IFB to be non-responsive. VVTA reserves the right to waive any defects, or minor informalities or irregularities in any Bid which do not materially affect the Bid or prejudice other Bids.

2. If there is any evidence indicating that two or more Bidders are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the Bids of all such Bidders shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by VVTA.
3. VVTA reserves the right to reject a Bid that includes unacceptable conditions, exceptions and deviations.

S. SINGLE BID RESPONSE

If only one Bid is received in response to this IFB and it is found by VVTA to be acceptable, a detailed price/cost Bid may be requested of the single Bidder. A price or cost analysis, or both, possibly including an audit, may be performed by or for VVTA of the detailed price/cost Bid to determine if the price is fair and reasonable. The Bidder has agreed to such analysis by submitting a Bid in response to this IFB. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Bidder's price Bid. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Bidder's Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results therefrom shall not obligate VVTA to accept such a single Bid; and VVTA may reject such Bid at its sole discretion.

T. CANCELLATION OF PROCUREMENT

VVTA reserves the right to cancel the procurement, for any reason, at any time before the Contract is fully executed and approved on behalf of VVTA.

U. AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding. VVTA's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of VVTA for any payment shall arise until funds are made available to the Contracting Officer for this contract and until the Contracting Officer receives notice of such availability, by issuance of a written Notice to Proceed by the Contracting Officer. Any award of Contract hereunder is conditioned upon

said availability of funds for the Contract.

V. VVTA'S RIGHTS

1. Each Bid will be received with the understand that acceptance by VVTA of the Bid to provide services described herein shall constitute a contract between the Bidder and VVTA which shall bind the Bidder on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted Bid and specifications.
2. VVTA reserves the right, in its sole discretion to:
 - a. Accept or reject any and all Bids, or any item or part thereof, or to waive any informalities or irregularities in Bids.
 - b. Withdraw or cancel this IFB at any time without prior notice. VVTA makes no representations that any contract will be awarded to any Bidder responding to this IFB.
 - c. Issue a new IFB for the project.
 - d. To postpone the Bid opening for its own convenience.
 - e. Investigate the qualifications of any Bid, and/or require additional evidence or qualifications to perform the work.

W. CONFLICT OF INTEREST AND CODE OF CONDUCT

1. POLICY OVERVIEW

Federal regulations require VVTA to prevent conflicts of interest in contract awards. VVTA also seeks to avoid any appearance of conflicts of interest. VVTA personnel and Contractors are expected to avoid conflicts of interest or appearances thereof and actions which could result in favoritism or appearances thereof.

2. GUIDELINES FOR CONTRACTOR RELATIONSHIPS

To avoid conflict whether real or apparent, the following shall apply to employees of any Contractor providing services to VVTA.

No Contract Management personnel or support staff shall:

- (a) Make recommendations or be involved in preparation of specifications for any contracts for which that Contract personnel may bid or propose.
- (b) Be involved in any aspect of evaluation, selection, or award of a contract for which that Contract personnel may bid.
- (c) Be involved in any aspect of contract administration of a contract or subcontract which has been awarded to Contract personnel.

X. EVALUATION, NEGOTIATION AND SELECTION

1. OPENING OF BIDS

On Thursday, June 6, 2019, at 3:00 PM (Pacific Time), all bids received will be publicly opened. The amounts bid by each bidder will be read aloud. An announcement will be made of the apparent low bidder, pending the Board of Directors approval of the bid.

2. BID SELECTION PROCESS

- a. VVTA will award the contract to the lowest and best responsive and responsible bidder which represents the most advantageous bid to VVTA, price and other factors considered. In determining the most advantageous bid price, quantifiable factors, and other factors are considered. This would include specifications, delivery requirements, the initial purchase price, life expectancy, cost of maintenance and operation over time, operating efficiency, training requirements, disposal value, and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but not limited to conformity to the specifications, product warranty, a bidder's proposed service, ability to supply and provide service, delivery to required schedules, past performances in other contracts with VVTA including timely delivery. VVTA reserves the right to extend any contract when most advantageous to the Authority.
- b. Bids that do not comply with the instructions contained in these IFB documents and do not include the required information shall be rejected as non-responsive and shall not be considered for the competitive range. VVTA reserves the right to waive technical defects, discrepancies and minor irregularities in an IFB and/or submitted Bid(s). VVTA reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted Bids may be rejected if there is any alteration of the IFB forms, additions not called for, conditional Bids, incomplete Bids, or irregularities of any kind. VVTA reserves the right to reject any Bid not in compliance with the solicitation documents or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted Bids shall be sent to all Bidders. **ALL UNSIGNED BIDS SHALL BE REJECTED.**
- c. Submittal of a Bid shall mean that the Bidder has accepted the VVTA Contract Documents in their entirety without exception.
- d. Bids that have been determined not to be in the competitive range and cannot be reasonably made to be within the competitive range, will be notified in writing, that they are no longer under consideration.
- e. No information, financial or otherwise, will be provided to any Bidder about any of the Bids from other Bidders. Bidders will not be given a specific price or specific financial requirements they must meet to gain further consideration,

except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Bidders will not be told of their rankings among the other Bidders.

- f. **Best Offers.** VVTA expects that all responsible and responsive Bidders shall submit their Best Offer upon initial submission in response to this solicitation.
- g. **VVTA reserves the right to make an award to a Bidder whose Bid it judges to be most advantageous to VVTA without conducting any written or oral discussions with any Bidders or solicitation of any BAFO.**

4. **AWARD**

After the determination of the Bid with the lowest price by the most responsible and responsive Bidder, a recommendation will be made to the Board of Directors for their approval of the award the contract. Upon approval by the Board of Directors, a written Notice to Proceed will be sent to the winning bidder.

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**** End of Instructions to Bidders ****

VVTA IFB 2019-10 BATTERY ELECTRIC BUS WRAP ATTACHMENT A – SCOPE OF WORK

Purpose:

Victor Valley Transit Authority (VVTA) seeks a Provider to install vinyl bus wraps on seven (7) electric buses due to arrive at VVTA in May/June 2019. The buses are 40 ft long x 102 in. wide and will require high quality vinyl full wraps.

Scope:

- A. The Vinyl must be a high-quality vinyl that will not fade, ripple, or crack over time. The wraps will remain on the buses for approximately two years – however, the time period could be longer.
- B. Bidder will be responsible for
 - a. The removal of current decals;
 - b. Design coordination with VVTA staff;
 - c. Printing and installation of the full-color vinyl wraps;
 - d. Removal of the bus wrap at the end of the contract;
 - e. returning bus to original condition; and
 - f. Possibly the installation of paint, logo and new decals.
- C. VVTA would like to have the bus wrapped for as long as possible. Please indicate on the quote sheet the life expectancy of the vinyl wraps your company is proposing.
- D. Vendor will be responsible to installing the wraps on the vehicles. Please indicate whether the installation will occur at Vendor's or VVTA's location. VVTA will provide the delivery and pickup of the Buses before and after installation, if installation is to occur at vendor's location.
- E. VVTA will drop off and pick up the Buses to have the wrap removed at the end of the contract period – if the removal of the wrap is to occur at the vendor's location.
- F. The following page shows the design of wraps. An ai, pdf, jpg, is available upon request. If another format is needed, please let Christine Plasting know – cplasting@vvta.org.

VVTA IFB 2019-10 BATTERY ELECTRIC BUS WRAP
ATTACHMENT A – SCOPE OF WORK



VVTA IFB 2019-10 BATTERY ELECTRIC BUS WRAP ATTACHMENT D – PROTEST PROCEDURES

1. PURPOSE

- A. This policy provides guidelines for the submittal and evaluation of protests relating to all procurements. VVTA shall ensure, to the extent reasonably possible, uniform, timely and equitable consideration of all protests received by VVTA pursuant to this policy.
- B. In order to be considered, a protest must be filed in a timely manner, as described herein, must satisfy all the applicable requirements described in this policy and must be brought by an interested party as defined below.

2. DEFINITIONS

The following definitions apply to this policy.

A. Interested Party – An actual proposer/bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. Interested parties do not include subcontractors or suppliers of an actual or prospective proposer/bidder, or joint venturers acting independently of a joint venture.

B. Procurement Manager - The person designated by VVTA who is responsible for managing the contracting and procurement function.

C. File or Submit – Shall mean the date of receipt of a written protest by VVTA.

D. Receipt of Protest – The date of receipt of the Protest will be the date in which VVTA receives the protest package.

3. REFERENCES

United States Department of Transportation, Federal Transit Administration, FTA Circulars, FTA Circular 4420.1 Third Party Contracting Guidelines. Note: Refer to the revision in effect at the time of protest.

4. BASIS OF PROTEST

A. Requests for Proposal

After the receipt of proposals by VVTA and after an action relating to the selection of a consultant/contractor by the VVTA Evaluation Committee, but prior to the award of a contract by the VVTA Board of Directors, a protest may be submitted on the basis of one or more of the following:

- i. VVTA Failed to adhere to the evaluation process set forth in the solicitation package.
- ii. VVTA failed to follow its own procurement policies and procedures.
- iii. VVTA violated a specific law, rule, or regulation in the procurement process.

VVTA IFB 2019-10 BATTERY ELECTRIC BUS WRAP ATTACHMENT D – PROTEST PROCEDURES

B. Invitations for Bid

After the receipt of bids by VVTA, but prior to award of a contract by the VVTA Board of Directors, a protest may be submitted on the basis of one or more of the following:

- i. VVTA failed to follow its own procurement policies and procedures.
- ii. VVTA violated a specific law, rule or regulation in the procurement process.

5. FILING OF PROTEST

A. Filing Written Protest with the VVTA Procurement Manager

An Interested Party wishing to protest a matter involving a procurement or proposed contract award shall file with the Procurement Manager, a written protest covering, at a minimum, the following:

- i. Name and address of the Interested Party;
- ii. Identification of the proposed procurement or contract;
- iii. Description of the nature of the protest;
- iv. A detailed statement of the legal and/or factual grounds for the issue(s) identified in the protest, including reference to the provision(s) of the solicitation, regulations, and/or laws upon which the protest is based; and any technical data, documentary evidence, names of witnesses or other pertinent information supporting the basis for the protest;
- v. A statement of the desired resolution to the protest by the Interested Party;
- vi. Signature of a properly authorized representative of the Interested Party.

B. Failure to Comply

Failure to comply with any of the requirements of this section may be grounds for dismissal of the protest.

C. Withdrawal of Protest

The Interested Party may withdraw its protest at any time before VVTA renders a decision by submitting a written request to the VVTA Procurement Manager.

6. SUMITTAL OF PROTEST

All protests must be submitted in writing to

**Victor Valley Transit Authority
Attn: Procurement Manager
17150 Smoke Tree Street**

**VVTA IFB 2019-10 BATTERY ELECTRIC BUS WRAP
ATTACHMENT D – PROTEST PROCEDURES**

Hesperia, CA 92345

RE: Solicitation Protest – Solicitation/Contract Number

7. PROTEST SUBMITTAL DEADLINE

A. Requests for Proposal

After opening proposals, VVTA will evaluate the proposals and determine which proposer shall be recommended to the VVTA Board of Directors for award of a contract. Once VVTA staff has determined which proposer will be recommended to the Board for award, a Notice of Intent to Award will be sent to all proposers.

- i. Protests must be filed within five (5) business days from the issue date on the Notice of Intent to Award.
- ii. The date of filing shall be the date VVTA receives the protest.

B. Invitations for Bid

- i. Protests must be filed within three (3) business days from bid opening.
- ii. The date of filing shall be the date VVTA receive the protest.

8. PROTEST REVIEW PROCESS

If the protest is determined to be timely and meets the criteria identified in the preceding sections 4, 5, and 7, this process will be followed:

- A. No additional material will be allowed to be submitted unless specifically requested by the Procurement Manager.
- B. The Procurement Manger will review all material submitted and will render a decision within thirty (30) days after the receipt of the protest.
- C. The Procurement Manager will consider only those specific issues addressed in the written protest.
- D. The decision of the Procurement Manager will then be given to the Executive Director, or designee, for approval. The decision of the Executive Director is final.

9. PROTEST RELATING TO FEDERALLY FUNDED PROCUREMENT

If procurement is funded in whole or in part by the Federal Transit Administration (FTA), the protester may pursue the FTA Protest Policy as defined in FTA Circular 4220.1, Third party Contracting Guidelines. Refer to the revision in effect at the time of protest.

- A. Review of protest by FTA may be limited to;
 - i. VVTA's failure to have or follow its protest procedures;
 - ii. VVTA's failure to review the complaint or protest;

VVTA IFB 2019-10 BATTERY ELECTRIC BUS WRAP ATTACHMENT D – PROTEST PROCEDURES

- iii. Violations of federal law or regulation.
- B. Protesters should consult FTA Circular 4220.1 for a complete description of the FTA procedures and the grounds for protest appeal.

An appeal to FTA must be received by the FTA regional or headquarters office within five (5) business days of the date the protestor learned or should have learned of an adverse decision by VVTA or other basis of appeal to FTA.

**VVTA IFB 2019-10 BATTERY ELECTRIC BUS WRAP
ATTACHMENT C – PROPOSAL DEVIATION, PRE-OFFER
CHANGE OR APPROVED EQUALS**

This form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to “Condition, Exceptions Reservations and Understanding.” This form must also be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date as specified in “Proposal Timeline”

Deviation Number: _____

Proposer: _____

Email Address: _____

Phone Number: _____

Page Number: _____

Section: _____

Detailed Description of Requested Deviation:

Rationale (Pros and Cons):

**VVTA IFB 2019-10 BATTERY ELECTRIC BUS WRAP
ATTACHMENT D – ACKNOWLEDGEMENT OF ADDENDA**

The following form shall be completed and included in the Proposal package.

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned Proposer acknowledges receipt of the following addendum to the documents:

Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:

Signature of the Proposer's Authorized Official

Name and Title of the Proposer's Authorized Official

Company Name

Date

VVTA RFP 2018-17 BATTERY ENERGY STORAGE AND DEMAND RESPONSE ATTACHMENT F – SUBMISSION OF FORMS

1. If a qualifier, i.e. (Required >\$100,000) follows the title of the form, then submit that form only if the solicitation meets that requirement.
2. Duplicate forms as necessary.
3. **Submit ONLY those forms that are checked, unless required elsewhere in the IFB/RFP/RFQ.**
4. Submit the following checked items AT THE TIME OF BID SUBMISSION:
 - Proposal Pricing Form
 - Current Client References
 - Not on Excluded Parties List System (SAM.com) (Provide page from website)
 - Affidavit of Non-Collusion
 - Debarment, Suspension, & Other Responsibility Matters
 - Proposed Disadvantaged Business Enterprise (DBE) Participation; if you or a subcontractor are a DBE, please submit certification with proposal.
 - List of Subcontractors and DBE's (Required >1/2 of 1% Share of Bid) See IFB Attachment E
 - Warranty Procedures Form
5. Submit the following **Required** forms **AT THE TIME OF CONTRACT AWARD**
 - a. **Proof of Licenses.** As required by law, in addition to contract requirements. Must be California approved, valid, showing expiration dates and license numbers. These include, but are not limited to (**Only those items checked**):
 - i. Sales or Services; if applicable
 - ii. Business: authorized by the city wherein business is to be conducted.
 - b. **Insurance Certificate (Proof)** must meet the requirements in the RFP. If the Insurance Certificate with the additional insured endorsement is submitted with the proposal, the Notice to Proceed can be issued sooner. Failure to submit the Proof of Insurance as requested may result in the proposal being deemed non-responsive.

**VVTA RFP 2018-17 BATTERY ENERGY STORAGE AND DEMAND RESPONSE
ATTACHMENT F – SUBMISSION OF FORMS**

Please use the sheet below to list all parts, labor, and any other applicable rates for this project. Use additional sheets, if needed – Be sure the Total Cost for all labor, parts and equipment is included in the final total.

Description	Unit of Measure	Price per Unit	Total
Removal of Current Decals	7		
Coordination of Bus Wrap Design	7		
Installation of Bus Wraps	7		
Removal of Bus wraps	7		
Cost to return buses to original condition	7		
Installation and design of new decals, logos, and paint	7		

TOTAL COST	\$
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VVTA RFP 2018-17 BATTERY ENERGY STORAGE AND DEMAND RESPONSE
ATTACHMENT F – SUBMISSION OF FORMS

CURRENT CLIENT REFERENCES

Proposer by its signature below, certifies that the following references FULL VEHICLE WRAPS (PREFERRED ON A 40' BUS) supplied to other clients:

<u>Agency Name</u>	<u>Contact Name/Phone</u>	<u>Year</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Signature of the Proposer's Authorized Official

Name and Title of the Proposer's Authorized Official

Company Name

Date

VVTA RFP 2018-17 BATTERY ENERGY STORAGE AND DEMAND RESPONSE
ATTACHMENT F – SUBMISSION OF FORMS

NON-COLLUSION AFFIDAVIT
(Per Public Contract Code Section 7106)

State of California)

) ss.

County of _____)

_____, being first duly sworn, deposes and says that he or she is _____, of _____ ("Proposer") the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposers or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Proposer, or to secure any advantage against the public body making the award of anyone interested in the proposed award; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature Company Name

Printed Name Title

SUBSCRIBED AND SWORN TO BEFORE ME

This ____ day of _____, _____.

(Seal)

Notary Public

VVTA RFP 2018-17 BATTERY ENERGY STORAGE AND DEMAND RESPONSE ATTACHMENT F – SUBMISSION OF FORMS

**FTA CERTIFICATION REGARDING DEBARMENT,
DEBARRED BIDDERS CERTIFICATION
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION**
For Contracts and Subcontracts in Excess of \$25,000.00

Instructions for Certification

1. By signing and submitting its bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into; If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VVTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to VVTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntary excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact VVTA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting its bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VVTA.
6. The prospective lower tier participant further agrees by submitting its bid or proposal that it will include the clause, set out below, titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntary excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

VVTA RFP 2018-17 BATTERY ENERGY STORAGE AND DEMAND RESPONSE
ATTACHMENT F – SUBMISSION OF FORMS

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RT may pursue available remedies including suspension and/or debarment.

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transaction”

1. The prospective lower tier participant certifies, by submission of its bid or proposal, that neither it nor its “principals” [as defined at 49 C.F.R. §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statement in this certification, such prospective participant shall attach an explanation to its bid or proposal.

Signature of the Proposer’s Authorized Official

Name and Title of the Proposer’s Authorized Official

Company Name

Date

VVTA IFB 2019-10 BATTERY ELECTRIC BUS WRAP ATTACHMENT G – INSURANCE REQUIREMENTS

1. INSURANCE REQUIREMENTS

A. General Requirements for Contractor

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

B. Deductibles or Self-Insured Retention (SIR)

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

C. Other Insurance Provisions

1) *Commercial General Liability and Automobile Liability*

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

- a) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects VVTA, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by VVTA, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
- b) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c) Contractor shall notify VVTA of any suspension, void, cancellation or reduction in coverage or in limits, as required by contract, within (30) days of change.

2) *Workers' Compensation*

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including

VVTA IFB 2019-10 BATTERY ELECTRIC BUS WRAP ATTACHMENT G – INSURANCE REQUIREMENTS

Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of VVTA and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

3) ***Care, Custody, and Control***

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

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

G. Notification of Terminated Insurance

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

H. Endorsements

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

1. "Victor Valley Transit Authority (herein referred to as VVTA), its employees, officers, agents and contractors are hereby added as additional insurers."
2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance VVTA may possess, including any self-insured retention VVTA may have, and any other insurance VVTA does possess shall be considered excess insurance only."

VVTA IFB 2019-10 BATTERY ELECTRIC BUS WRAP ATTACHMENT G – INSURANCE REQUIREMENTS

3. "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company." Coverage specified herein shall apply to acquisition actions of all procuring agencies under this contract.
4. "Thirty (30) days' prior written notice of Termination shall be given to VVTA in the event of Termination."

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

I. Proof of Coverage

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

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

J. Special Provisions

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

2. MINIMUM INSURANCE COVERAGE

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