



VICTOR VALLEY TRANSIT VVTA

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

**INVITATION FOR BID
(IFB) 2020-04**

BUS STOP SHELTERS AND AMENITIES

April 27, 2020

NOTICE INVITING BIDS – 2020-04

1. Purpose of the Procurement and Period of Performance

The Victor Valley Transit Authority (VVTA) is to obtain competitive quotes from qualified firms to provide Bus Stop Benches, Shelters, and amenities. The Period of Performance is Ten (10) years with the option for five (5) one-year extensions of the contract.

2. Bid Due Date and Submittal Requirements

Bids must be received by **3:00 PM Pacific Time on Thursday, June 11, 2020. There will be a Public Opening of Bids.**

2.1 Sealed Bids shall be delivered to the following address:

Victor Valley Transit Authority
Attn: Christine Plasting, CPPB
Procurement Manager
17150 Smoke Tree Street
Hesperia, CA 92345

2.2 Envelopes or boxes containing bids shall be sealed and clearly labeled with VVTA's IFB number and the solicitation title: "VVTA IFB 2020-04 BUS STOP SHELTERS AND AMENITIES."

2.3 Bidders are requested to submit to VVTA one (1) hard copy of the bids marked "Original," 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 VVTA by the date and time stated above.

3. 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 Bidder responding to this IFB.

4. Pre-Bid Meeting and Questions

There will be a non-mandatory Pre-Bid meeting on Wednesday, May 20, 2020, at 10:00 AM (PDT). The deadline for questions is at 5:00 PM (PDT), Friday, May 29, 2020. Prospective bidders are requested to submit written questions 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.

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1. INSTRUCTIONS TO BIDDERS

A. BID TIMELINE

Date of Invitation For Bid (IFB):	April 27, 2020
Agency:	VICTOR VALLEY TRANSIT AUTHORITY
Address of Agency:	17150 SMOKE TREE ST., HESPERIA, CA 92345-8305
Contracting Officer:	Christine Plasting, CPPB, Procurement Manager
Telephone No:	(760) 948-4021, Ext. 152
FAX No:	(760) 948-1380
Email Address:	cplasting@vvta.org
Pre-Bid Conference (Non –Mandatory)	10:00 AM PDT, Tuesday, May 20, 2020
Last Day for Questions	5:00 p.m. PDT, Friday, May 29, 2020
Addenda and Answers to questions	2:00 p.m. PDT, Friday, June 5, 2020
Bids Due Date/Public Bid Opening	3:00 p.m. PDT. Thursday, June 11, 2020
Anticipated Award Date	July 20, 2020

B. PURPOSE

The Victor Valley Transit Authority (VVTA) is seeking bids from qualified Bidders for bus stop shelters, benches, and amenities. VVTA has a number of vehicles operating throughout the VVTA service areas including the communities of Hesperia, Victorville, Apple Valley, Adelanto, Barstow; unincorporated areas of the County of San Bernardino including Wrightwood, Phelan, Oro Grande, Helendale, Lucerne Valley, Trona and Big River. The Bus stop shelters have different designs for different jurisdictions. The bid form will identify which design is for which jurisdiction.

C. BACKGROUND

Victor Valley Transit Authority (VVTA) is a public transit agency and Consolidated Transportation Services Agency (CTSA), providing bus, ADA paratransit, and vanpool service to California's High Desert. VVTA's service area spans nearly 1,000 square miles, featuring service to Adelanto, Apple Valley, Barstow, Hesperia, Needles, Victorville and unincorporated San Bernardino County, including Daggett, Helendale, Hinkley, Lucerne Valley, Newberry Springs, Oak Hills, Oro Grande, Phelan, Pinon Hills, Wrightwood, and Yermo. Commuter service to Fort Irwin National Training Center (NTC) and connecting

service from the High Desert to the Inland Empire is also provided. Additional information and service alerts are available at VVTA.org and [Twitter.com/VVTransit](https://twitter.com/VVTransit).

D. PERIOD OF PERFORMANCE

VVTA intends to award a Firm Fixed Price contract for a period of ten (10) years, with the option of five (5) one-year extensions. VVTA may 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 IFB and/or 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), Bidders 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 Bidder 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 IFB and/or 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 in

regard to 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, as well as post to the VVTA website: www.vvta.org/bids. 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 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. 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 E – 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 G – 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 11, 2020**. 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 2020-04 BUS STOP SHELTERS AND AMENITIES.”**
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.
6. A Public Bid Opening has been scheduled for 3:00 PM (PDT), Thursday June 11, 2020, at 17150 Smoke Tree Street, Hesperia, CA – Room A 104 – VVTA Board Room.

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, Experience, Changes) – This section should include details regarding the Bidders ability and experience to operate the project as specified in the IFB.
1. Location of the office from which the work will be provided and the staff allocation at that office.
 - e. Bidder’s approach to accomplish the Scope of Work Requirements.
- I. Description of Bidder’s approach to performing services. Bids must include a description of the services to be rendered per the scope of work including a detailed Bid.

II. The name of the Project Manager / Liaison

III. Indicate whether or not your firm will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work to be subcontracted). (Attachment H)

IV. Describe your firm's approach to resolving problems that may be encountered in the field.

f. Summary of Contracted Services

I. Bidder must list all services, equipment and facilities that the Bidder has provided and/or operated under contract during the past five (5) years. Include company name, address, phone number, and contact.

II. VVTA reserves the right to interview any organization and visit any of the facilities as listed as subcontractors.

g. Summary of Financial Stability.

Two (2) Years Audited Financial Statements, or tax returns (Including Schedules submitted with tax returns).

h. Required Forms (See Attachment F)

I. Cost/Price Bid – Bidders shall submit proposed pricing to provide the products/services for the work described in Attachment A – Scope of Work.

i. 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 OR 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, in accordance with PCC 10169. 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. Section 10169 of the Public Contract Code does not authorize the withdrawal of any bid after the time fixed in the Public Notice for the opening of bids.
3. This provision for modification and withdrawal of Bids may not be used by a Bidder as a means 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 in excess of 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 J)" 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.
5. 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 in connection with the performance of the contract.
6. Bidder shall not assign any interest it may have in any Agreement/Contract with VVTA, nor shall Bidder assign any portion of the work under any such Agreement with a value in excess of one-half of one percent of Agreement price to be subcontracted to anyone other than these subcontractors listed in the "List of Subcontracts," except by prior written consent of VVTA. VVTA's consent to any assignment shall not be deemed to relieve Bidder of its obligations to fully comply with its obligations under its Agreement with VVTA. Bidder with its own forces shall perform a minimum of ten percent (10%) (Calculated as a percentage of the total cost of the project) of the work under this Agreement. Bidder shall also include in its subcontract agreements the provisions of its Agreement with VVTA including the stipulation that each subcontractor shall maintain adequate insurance coverage compatible to the insurance coverage required of the Bidder.

Q. CONFIDENTIALITY AND PUBLIC RECORDS ACT

All Proposals and other material submitted become the property of VVTA and are subject to release according to the California Public Records Act (Government Code § 6250.) 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 proposal. Any such proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. VVTA will use reasonable means to ensure that such information is safeguarded but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored; 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.

Proposer 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 proposal.

1. Exclusive Property

- a. Responses to this Proposal become the exclusive property of VVTA and are subject to the California Public Records Act.
- b. Those elements of each Proposal 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 proposal 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 Proposer deems exempt from disclosure which must be marked “TRADE SECRET” or “CONFIDENTIAL” or “PROPRIETARY.”
- b. Proposers who indiscriminately identify all or most of their proposals as exempt from disclosure without justification may be deemed non-responsive.

4. Indemnification of VVTA by Proposer

- a. The Proposer 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 Proposal 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. Proposer 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 proposer’s proposal.

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 proposal process, in most instances, price proposals and information regarding the contents of a Proposal, will not be released or made available to other Proposers 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 Proposers 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 Bidders.
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. 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.

T. 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

U. 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 Bidder, and/or require additional evidence or qualifications to perform the work.

V. 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.

W. EVALUATION, NEGOTIATION AND SELECTION

1. OPENING OF BIDS

On Thursday, June 11, 2020, 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 by the VVTA 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 of Award will be sent to the winning bidder.

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

VVTA IFB 2020-04 BUS STOP SHELTERS AND AMENITIES ATTACHMENT A – SCOPE OF WORK

PURPOSE

The purpose of this solicitation is to obtain competitive quotes from qualified firms to provide Bus Stop Benches, Shelters, and amenities.

PART 1 - DESCRIPTION

1. Bidder shall provide the below-listed amenities complete and ready for installation, with all components provided in the following specifications. Each item listed shall be specifically designed for the intended function. Provide accessories, items of equipment, electrical, and structural items, whether specified or not, which are necessary for proper installation and function of amenities.
2. The quantities listed below are for immediate purchase once the award of the IFB has been approved by the VVTA Board of Directors. Other items listed will need to be purchased in the future, on an as-needed basis.
3. The different jurisdictions in VVTA's service area require changes to the paint color of the shelters. When orders are placed, staff will confirm the paint color for each shelter
4. Photos of shelters and amenities are provided with the IFB package as Exhibit 1.
5. Each shelter must include the following characteristics:
 - A. Basic Elements:
 - Three-sided with open front
 - Metal/aluminum columns or beams
 - Decorative gussets (as shown in Section 3.2)
 - Powder Coat Colors: RAL 7015, or equivalent; RAL 8003, or equivalent ; RAL 5019, or equivalent;
 - 24" x 38" display case for schedule or map; visible from one side
 - B. Structural:
 - Structures and all elements should meet or exceed a useful life of 15 years
 - The support structure should consist of at least four (4) posts capable of being secured to a four (4) to six (6) inch concrete pad (not requiring a poured footing)
 - Structures should be certified to meet or exceed maximum wind rate.
 - Design should provide for minimal assembly time and be easy to erect and install.
 - C. Lighting:
 - Dusk-to-Dawn automated Solar LED lighting with a minimum of 7 days of autonomy
 - A serviceable, weather resistant box to house any solar or electrical equipment
6. Product Materials:

All products should be fabricated from durable materials designed to withstand outdoor conditions. Materials should not be prone to corrosion and should be maintainable by power-washing as needed. Vandalism-resistant surfaces should allow for long-term maintenance of the structure. Unless otherwise specified, product materials can be recommended at the discretion of the supplier/vendor team, and all materials used in the design should include a description of why those materials are ideal for the outdoor

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environment. If painted surfaces are included in the design submission, touch-up spray paint of identical color and sheen shall be made available by the supplier/vendor team. To the greatest extent possible, parts should be modular and easily removed and replaced when damaged. Replacement parts should be available from the supplier/vendor team for no less than ten (10) years from the date of initial product delivery. The supplier/vendor team shall submit a full cost schedule listing the price of all available replacement parts for the base year of the contract.

7. Installation:

The scope of this IFB does not include site design or installation. As such, the shelters should be designed for ease of installation on a concrete base, with adjustable posts accommodating up to a 5% grade change from one end of the structure to the other (both front to back and side to side). Proposals must include full installation instructions.

8. Delivery:

Shelters should be individual crated, except for glass and roof pieces which may be packaged separately in groups of up to 6 pieces. Fast and timely delivery is important to this project. Liquidated damages of \$100 will be assessed for each day after the agreed-upon delivery date.

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BID LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY
1	14' Pacific Style Non-Advertising	
2	14' Pacific Style with Advertising	
3	10' Pacific Style Non-Advertising	
4	13' Sierra High Peak with Advertising	
5	Solar Lights – Pacific Style shelter	
6	Solar Lights – Sierra High Peak shelter	
7	Makrolon SL Ad Panel Glass, or equal	
8	8' Perforated Metal Bench	
9	6' Perforated Metal Bench	
10	8' Expanded Metal Bench	
11	26 Gallon Trash Receptacle	
12	32 Gallon Trash Receptacle	
13	Pedestal for Trash Receptacle	

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REFERENCES

- A. The Aluminum Association – Aluminum Design Manual 2010
- B. American Welding Society – AWS Standard D1.1-102 & D1.2-08
- C. ASCE 7 2010 Minimum Design loads for Buildings and Other Structures
- D. ASTM B 209 Specification for Aluminum and Aluminum Alloy – Sheet and Plate
- E. ASTM B221 Specification for Aluminum and Aluminum Alloy – Extruded Bars, Rods, Wire, Profiles, and Tubes
- F. American with Disabilities Act of 1990 (ADA)
- G. Buy America 49 USC 5323 (j) (1) and 49 CFR Part 661.
- H. NASA Atmospheric Science Data Center - Monthly Averaged Insolation(sun-hours) Incident on a Horizontal Surface 22-year Average, and Minimum and Maximum Difference from Monthly Averaged Insolation.
- I. OSHA Nationally Recognized Testing Laboratory Certification.

SUBMITTALS

- A. Manufacturer’s product brochures and specifications.
- B. Manufacturer’s design drawings. Include elevations and connection details, as necessary.
- C. For all bus stop shelters, signed and sealed structural engineering design documents performed by a California licensed engineer.
- D. Samples of color and finish.
- E. Manufacturer’s installation instructions.
- F. Manufacturer’s warranty documentation.
- G. Buy America Certification.
- H. Quality Assurance Certificate of Compliance.

DESIGN

- A. For all bus stop shelters, shelters shall be engineered to meet or exceed applicable wind and seismic loads.
- B. For all bus stop shelters, shelters shall be designed and manufactured in full compliance with local or other required building codes.

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- C. All items in these specifications shall be compliant with ADA provisions and related Federal guidelines and shall remain compliant if installed per manufacturer instructions.
- D. All components and equipment shall be designed and fabricated such that they allow easy maintenance of the type and frequency noted below:
 - 1. Full wash-down (pressure wash) at least once a month;
 - 2. Removal of surface dirt, graffiti, chewing gum, and pasted material;
 - 3. Wipe-down of glass surfaces;
 - 4. Touch up of marred paint;
 - 5. For all bus stop shelters, verifying of shelter lighting levels and replacement of LED luminaries.
- E. All components and equipment shall be designed and fabricated to inhibit vandalism, theft, and injury to the extent possible (i.e., graffiti-deterring materials, theft-resistant fasteners, and smooth edges to the extent possible).
- F. All components and equipment shall be structurally designed to meet wind load requirements and other relevant local requirements for all of the following jurisdictions: State of California, San Bernardino County, City of Adelanto, Town of Apple Valley, City of Barstow, City of Hesperia, and City of Victorville.

QUALITY ASSURANCE AND QUALITY CONTROL

- A. General:
 - 1. Articles, materials, fittings, and equipment incorporated in the work shall be new and unused, of recent manufacture, free from defects and imperfections, and shall as far as practicable be the manufacturer's standard make and shall be of first grade industrial quality, suitable for the purpose intended and subject to approval by Owner.
 - 2. Components used in the assembly of the system shall be standard, commercially available components and shall be manufactured by companies regularly engaged in the manufacture of the components.
 - 3. For all bus stop shelters, the design shall provide for the interchangeability of items, such as wall panels, lights, route map cases, and advertisements.
 - 4. Mixing of metric and United States customary units (non-metric) standards on the same equipment is not permitted.
 - 5. Products or composite materials containing asbestos or lead shall not be utilized.
 - 6. Work shall be performed in a neat and workmanlike manner by workers skilled in their respective trades, and materials and equipment shall be installed as recommended by the manufacturers and in accordance with specified codes and standards.
 - 7. For purposes of designating type and quality of work, these specifications reference products by manufacturers listed in Part 2 – Products, that serve as the basis of design.

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This is intended to clearly communicate the design intent and the characteristics and features required.

8. The language of text for documents shall be English.
9. Dimensions shall be displayed in U.S. customary units.
10. Electrical apparatus shall be UL listed and bear UL label.

B. Qualifications of Manufacturer:

1. Manufacturer shall be a responsible manufacturing firm, regularly engaged in the design and manufacturer of the type of equipment specified.
2. Manufacturer shall demonstrate at least five years' experience designing, manufacturing, and providing product support for transit shelters and amenities. Manufacturer may be requested to submit a list of at least two locations where similar shelters and amenities are installed and operating. Manufacturer shall be responsible for providing amenities of highest quality and workmanship, which will perform specified functions reliably and safely, and shall permit required maintenance procedures with minimum interference of service or degradation of reliability. In addition, commercial literature or drawings of these models shall be furnished for illustration.
3. Manufacturer shall provide proof of meeting the International Accreditation Services (IAS), International Building Code (IBC), and American Institute of Steel Construction (AISC) quality fabrication standards. This may be accomplished by either direct accreditation by these institutions, or by certification from an accredited third party.
4. An example of an accredited third-party agency is the Clark County Building Department and Fire Prevention Bureau – and their nationally recognized fabricator program.
5. See the following links for more information:
 - i. http://www.iasonline.org/Fabricator_Inspection_Program/
 - ii. <http://www.clarkcountynv.gov/building/engineering/How%20To%20Guides/tg2.pdf>

C. Certificates:

1. Furnish an affidavit certifying that all materials and workmanship comply with the applicable code requirements.
2. Before final acceptance, furnish certificates of the authorities having jurisdiction.

D. Certificates of Compliance:

Upon delivery of the equipment, submit certificates of compliance. Each certificate shall be signed by an authorized representative of the manufacturer stating that the equipment complies in all respects with contract requirements.

E. Warranty:

All equipment shall be warranted in accordance with the contract documents and the

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following provisions:

1. Manufacturer warrants that all materials and equipment furnished hereunder by the Manufacturer or suppliers will be free from defects in design, material, workmanship and operation for one full year from the date of successful completion of testing by the Owner, with the following caveats:
 - a) Limited Lifetime Structural Warranty on shelters, benches, and components for the expected lifetime of the product (10 years).
 - b) Powder coat finish warranty from fading or lifting (3 years).
 - c) Solar illumination systems (5 years).
 - d) Manufacturer shall maintain inventory of replacement parts for ten years after delivery of shelter.
2. Manufacturer shall remedy any such defect at its own expense.
3. Work that has been abused or neglected by Owner is excluded from this warranty.
4. Manufacturer shall furnish written warranties required by the respective sections of the specifications for terms required therein. These warranties shall be in writing, on Manufacturer's or supplier's letterhead and shall be included in the operations and maintenance manual(s) as specified in this section.
5. Major components, specifically those manufactured by other than the primary supplier, shall be covered by their own respective warranties, which shall not be less than the supplier's standard warranty. These warranties shall also be included in the operations and maintenance manual(s).
6. Nothing in these requirements, conditions, or specifications including Owner's right to a complete inspection shall constitute a disclaimer to or limit, negate, exclude, or modify in any way any warranty created hereunder.

BUY AMERICA

As applied to manufactured products, all bid items in these specifications shall be 100% Buy America compliant and certified by manufacturer to meet 49 USC 5323(j)(1) and 49 CFR Part 661 for manufactured components.

DELIVERABLES

- A. Shelters, benches, trash receptacles, bike racks, and components thereof.
- B. Operation and maintenance manuals.
- C. Training program.
- D. Certificates.

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- E. Special Tools:
Two of each special tool, and instruments if any, required for operation or maintenance, packed in two appropriate steel toolboxes.
- F. Approved spare parts.

DELIVERY, STORAGE, AND HANDLING

- A. Pre-assemble Shelters to greatest extent possible to minimize field assembly. Clearly mark units for re-assembly and coordinated installation.
- B. Amenities and components shall be suitably packed or crated to prevent damage in transit or during handling. Items shall be carefully stored as required in a manner to avoid misalignment or distortion, and shall be adequately protected against damage by weather, construction, exposure, or other cause.
- C. All materials shall be delivered to the site with their original manufacturer's markings and identification intact. Contractor shall reject parts or materials that are damaged, improperly identified, or not in conformance with reviewed shop drawings and catalog cuts. Owner reserves the right to also reject such materials.

PART 2 – SPECIFICATIONS FOR BUS STOP SHELTERS

BASIS OF DESIGN

- A. Pacific and High Sierra Shelters, benches, trash receptacles as manufactured by Tolar Manufacturing Company, Inc., or approved equal.
- B. Makrolon SL shatter resistant tempered glass material as manufactured by Sheffield Plastics, or approved equal.

MATERIALS

- A. All structural steel components shall be ASTM A-36, minimum yield strength 36,000 PSI, unless otherwise noted.
- B. All structural aluminum components shall be minimum 6063-T5 alloy, unless otherwise noted.
- C. All aluminum extrusions shall be custom designs.
- D. All holes shall be drilled or punched.
- E. Steel welding shall conform to American Welding Society Standard D1. 180. Electrodes shall conform to ASTM 1233, Class E70XX.
- F. Aluminum welding shall conform to American Welding Society Standard D1. 2-97. Electrodes shall conform to AWS/SFA 5.10 Class ER4043.
- G. Components shall be sized to comply with the load requirement for the project and shall not

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be less than the dimensions shown on specific plans.

FABRICATION

- A. All holes shall be drilled or punched.
- B. Aluminum welding shall conform to AWS Standard D1. 2-08. Electrodes shall conform to AWS/SFA 5.10 Class ER4043.
- C. All welding shall be done at manufacturing facility. No on-site welding is performed.
- D. All welding must be performed by AWS Certified welders.

WALLS

- A. Wall panels include back walls and end-walls.
- B. Panel material shall be 16 gauge galvanized perforated steel panel, with 60% blockage using circular 1/4" diameter perforation on 3/8" staggered center pattern.
- C. Walls shall be fabricated as sectional components for ease of installation and individual panel replacement.

FASTENERS

- A. All fasteners shall be stainless steel.
- B. All fasteners in roof assembly, posts and walls shall be concealed by extruded snap-in material.
- C. Exposed fasteners shall be high security.
- D. Ground attachment anchors shall be sized to meet wind load requirements and shall be Hilti Kwik Bolt TZ anchors (or approved equal) in conformance with ICC-ESR-1917 or approved equal.
- E. No self-tapping screws in tension shall be used in assembly of shelter components.

FINISH

- A. Shelters are finished in Super Durable baked powder coat enamel finish, with 4-5 mil final thickness.
- B. Owner shall provide the finish color selected from standard TCI RAL color chart. Custom colors available upon request.
- C. Super Durable powder coat finish meets ASTM D3359-02 Standard Test Method for Measuring Adhesion by Tape.
- D. Super Durable powder coat finish meets ASTM D4752-10 Standard Test Method for

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Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc Rich Primers by Solvent Rub (or approved equal).

- E. Anti-Graffiti: The basis of design is a protective coating of “Graffiti Proofer (GPA-300)” by manufacturer SEI Chemicals (or approved equal), and shall conform to the following:
1. Applicable to any surface.
 2. Extreme chemical resistance – such that paint, graffiti, permanent marker, and stickers do not adhere (exceeding ASTM D6578 – Graffiti Resistance Test).
 3. Clear (non-yellowing) finish; quick drying; non-sacrificial to applied surfaces.
 4. Heat-stable; UV-stable; Excellent longevity.
 5. VOC-, AQMD-, and CARB-compliant.

LIGHTING

- A. Deliver a solar autonomous system that provides enough illumination for safety and security needs, in and around the shelter.
- B. Solar lighting system comes standard with all shelters or can be ordered separately as a replacement at VVTA’s option.
- C. Basis of Design: PV-Shelter Series as manufactured by Urban Solar or approved equal.
- D. Summary:
1. Each bus stop shelter shall provide security illumination from dusk to dawn and transition detection independent of overhead light levels.
 2. Solar powered lighting systems shall provide for timed dimming and automatic shut off preset programming.
 3. Solar lighting solution shall provide a design that is vandal-resistant and aesthetically like roof in terms of material and color, with a low profile that will not attract attention and/or remain out of sight.
 4. Light Emitting Diode (LED) technology shall be used with a minimum of 50,000 hours of operation.
 5. Each solar lighting system shall carry a Nationally Recognized Testing Laboratory (NRTL) Program certification. Products without a single system NRTL certification may have all major electrical components (defined as solar panel(s), batteries, LEDs and controller) with a NRTL listing.
- E. Shelter Sizes & Types:
1. Solar units must be capable of mounting to the specified shelters.
 2. All exposed metalwork will be powder coated to match shelter color

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and the finish is to be warranted for a minimum of 5 years.

F. Vandal Resistance:

1. Solar units shall include vandal-resistant hardware.
2. Installation brackets shall be sturdy and theft resistant as possible.
3. Security fasteners will be used for any exposed points.
4. Solar panels to be of low-profile design to help hide them from view for aesthetic and vandal-resistant purposes.

G. LED Luminaire:

1. LEDs shall be certified by an NRTL.
2. Must also be field serviceable with minimal time and effort.
3. Lighting internal to shelter should be 3-foot candles 3' above the concrete shelter pad and illuminate approximately 40 square feet; external to shelter, should follow local standards with a suggested 2-5-foot candles.
4. Solar units must be capable of providing 5 days of full brightness and provide a minimum of 4-foot candles at the sidewalk from an elevation of 10' with a 6 square foot area of illumination at the sidewalk.
5. LED luminaire (fixture) is to be high intensity, cool white (5500-6000 Kelvin) color temperature and produce a minimum of 800 lumens.
6. For the illuminated area referenced in #3 above, alternate LED optics or lens options may be provided as an option. All other LED luminaire specifications shall remain the same. Photometric plots or IES files must be provided for approval.

H. Photovoltaic – Solar Panels:

1. Provide a low-profile design.
2. Housing and attachment shall visually blend with roof to the extent possible.
3. Rigid frame construction.
4. Must be NRTL listed.
5. Must carry a minimum 20-year power warranty.

I. Power Source:

1. Solar (12VDC or 24VDC) power source:
 - a. Each solar controller shall be factory set to have the capability to automatically

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adjust light level output to seasonal changes and or local weather conditions.

- b. Each solar controller shall also contain a factory set real time clock for on/off transition accuracy and possess a self-test feature which is functional during the day without the use of any specialty tools.

J. Modular Design:

1. Solar units and their components must be of modular design to allow for independent replacement of solar collector, LED light bar, batteries and lighting control module.
2. Replacement part numbers shall be provided.

K. Batteries & Autonomy:

1. Batteries shall have a minimum 7-day autonomy or battery reserve.
2. Battery component shall be industry approved rechargeable, non-spill able, sealed, AGM (absorbed glass mat).
3. Batteries must be capable of providing a minimum of three years of trouble-free charging and discharging as well as provide a five-year pro-rated warranty. Solar unit must be capable of providing 5 days of full brightness, from a full charge, with no additional charging.
4. Batteries shall be integrated into the solar panel housing to keep them secure and out of sight.

L. Solar Controller Requirements:

1. The controller for all solar lighting systems shall be a single solution and be circuit board based, containing a real time clock for accuracy.
2. Where applicable, the controller as described above must automatically adjust for daylight savings.
3. Each controller should have an integral low voltage disconnect and be able to operate the LED luminaires as specified.
4. To avoid false transitions due to overhead and/or ambient light conditions, controllers which rely on solar module voltages or photocell to transition between on and off only will NOT be considered.
5. Functionality must also include a self-test feature which easily demonstrates LED operation and battery state of health. The self-test must be able to be performed by Agency staff during the day, without the use of any specialty tools.
6. The controller should be one complete unit; including a regulator, LED driver with a real time clock and self-test feature. A solar regulator coupled with a third-party timer for LED light operation will NOT be considered.

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M. Engineering Drawings:

1. Bidders shall provide with their proposal response a set of calculations and stamped drawings by a licensed California certified professional engineer.
2. Drawings should include structural and wind load calculations of the solar lighting systems on a typical bus stop shelter for the worst-case environmental conditions in California.

N. Warranty Requirements:

1. Batteries will have a minimum five (5) year prorated warranty, from date of acceptance.
2. All system components including LEDs, controllers, wiring, solar panels, metal work, and associated hardware will have a minimum five (5) year warranty.
3. Replacement components under warranty must be made available within two (2) weeks of reported issue and determined remedy.

O. Solar & Battery Autonomy Calculations:

1. Detailed ALR (Array to Load Ratio) calculations based on the three worst winter months are required with the proposal response to demonstrate the proposed solar system can deliver the required power and meet or exceed minimum battery autonomy (reserve) days of 7 days (during winter months) for each bus stop shelter lighting system.

ALR = available energy/used energy

This solicitation requires a minimum ALR of 1.25. A detailed explanation of calculations, for 7 days of autonomy, should be included with the bid response. For the purposes of solar and battery calculations vendors are reminded not to assume an optimal solar tilt nor optimal south facing solar array as bus stop shelters will have multiple orientations.

P. References:

Provide references of customers using the same solar lighting products as being proposed.

Q. Submittals – vendors are required to provide the following:

1. Professional Engineered drawings for solar lighting on a shelter in California.
2. Light output charts demonstrating minimum winter values (FC).
3. NRTL (system or all major electrical components including solar panel, batteries, controller, wire, fuse protection and LED fixture) Certification. Additional relevant certifications for QA and regulatory safety.
4. ALR and autonomy calculations based on worst period of the year (winter).
5. Warranty Statement.

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6. Installation instructions.
7. Price schedule.
8. Replacement component and option pricing.

BACKLESS BENCH

- A. Backless Bench to be included with all shelters or available for purchase separately.
- B. Basis of Design: Tolar Model 12101-111, or Balance Bench – Backless Seat Option by Form Surfaces or approved equal.
- C. Dimensions of benches are 6' or 8' overall length. Ensure the bench's length does not encroach upon the required clear floor space (30"x48") under the shelter, per ADA requirements. Top of seat formed at 18" above ground surface.
- D. Material: Perforated metal.
- E. Seat Dividers: 3 bars, 6-8" high, spaced to allow for seating platforms of 20" to 24". Seat Dividers must be solid or have crossbars rather than being open.
- F. Supports: Inverted "V" or inverted "U" supports formed from ¾" sch. 40 pipe.
- G. Mounting: Surface mounted using zinc ½" expansion anchors as necessary to attach each end of the supports to concrete pad or sidewalk.
- H. Color, Finish, & Anti-Graffiti: Super durable baked polyester powder coat finish, 4-5 ml thick. The powder coating process produces minimal volatile organic compounds (VOCs). All material is to be sandblasted, cleaned and pretreated prior to the application of the selected color. Color and anti-graffiti coating shall match shelter. Contractor shall provide color samples, and the color shall be selected by Owner from standard RAL colors after contract award.
- I. All structural steel, unless otherwise noted on the drawings, shall be ASTM minimum yield strength 36,000 PSI. All aluminum members, unless otherwise noted on the drawings, shall be of Alloy 6063-T5. All holes shall be drilled or punched. All steel welding shall conform to American Welding Society Standard D1 1-10. Electrodes shall conform to AWS A5.1 Class E70XX. Aluminum welding shall conform to AWS standard D1 2-08. Electrodes shall conform to AWS/SFA 5.10 Class ER4043.
- J. All welding shall be done at the fabricator's facility by AWS Certified welder.
- K. All welding and fabrication at the fabricator's facility shall include and not be limited to: Design, fabrication and assembly of AWS D1.1; AWS D1.2; AWS D1.3, AWS D1.6; AISC Steel Construction Manual, 2012 International Building Code Section 1704.2; 1704.2.1; 1704.3; 1704.3.1 and structural fabrication at their facility.
- L. The fabricator shall meet the Quality Assurance and Quality Control requirements of these specs, specifically subsection B-3 regarding accreditation/certification, and as it relates to approval of the fabricator's working Quality Systems Manual, that though facility inspections

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conducted by the accredited agency, outlines the fabricator's work process and ability to comply with the requirements of this project. Documentation that the selected fabricator has these processes and certification in place shall be provided with the bid response.

- M. All top-level shop drawings, details of materials, fabrication, assembly and framing details, and erection drawings are to be included in the bid response.

BACKED BENCH OPTION

- A. Backed Bench to be available for purchase separately as standalone bid item at VVTA's option.
- B. Basis of Design: Tolar 6' Strap Back Bench or approved equal.
- C. Dimensions of bench: 6'-0" overall length. Ensure the bench's length does not encroach upon the required clear floor space (30"x48") under the shelter, per ADA requirements. Top of seat formed at 18" above ground surface.
- D. Material: 3/16" thick by 1 1/2" wide flat steel straps, spaced 1" apart E. Seat Dividers: 3 bars, 6-8" high, spaced to allow for seating platforms of 20" to 24". Seat Dividers must be solid or have crossbars rather than being open.
- E. Supports: Formed from 1 1/4" pipe.
- F. Mounting: Surface mounted using zinc 1/2" expansion anchors as necessary to attach each end of the supports to concrete pad or sidewalk.
- G. Color, Finish, & Anti-Graffiti: Super durable baked polyester powder coat finish, 4-5 mil thick. The powder coating process produces minimal volatile organic compounds (VOCs). All material is to be sandblasted, cleaned and pretreated prior to the application of the selected color. Color and anti-graffiti coating shall match shelter. Contractor shall provide color samples, and the color shall be selected by Owner after contract award.
- H. All structural steel, unless otherwise noted on the drawings, shall be ASTM minimum yield strength 36,000 PSI. All aluminum members, unless otherwise noted on the drawings, shall be of Alloy 6063-T5. All holes shall be drilled or punched. All steel welding shall conform to American Welding Society Standard D1 1-10. Electrodes shall conform to AWS A5.1 Class E70XX. Aluminum welding shall conform to AWS standard D1 2-08. Electrodes shall conform to AWS/SFA 5.10 Class ER4043.
- I. All welding shall be done at the fabricator's facility by AWS Certified welder.
- J. All welding and fabrication at the fabricator's facility shall include and not be limited to: Design, fabrication and assembly of AWS D1.1; AWS D1.2; AWS D1.3, AWS D1.6; AISC Steel Construction Manual, 2012 International Building Code Section 1704.2; 1704.2.1; 1704.3; 1704.3.1 and structural fabrication at their facility.
- K. The fabricator shall meet the Quality Assurance and Quality Control requirements of these specs (Section 1.05), specifically subsection B-3 regarding accreditation/certification, and as it relates to approval of the fabricator's working Quality Systems Manual, that though facility inspections conducted by the accredited agency, outlines the fabricator's work

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process and ability to comply with the requirements of this project. Documentation that the selected fabricator has these processes and certification in place shall be provided with the bid response.

- M. All top-level shop drawings, details of materials, fabrication, assembly and framing details, and erection drawings are to be included in the bid response.

TRASH RECEPTACLE

- A. To be included with all shelters and to be available for purchase as separate standalone bid item.
- B. Basis of Design: 32-gallon expanded metal trash receptacle, Model 12797 or 26-gallon expanded metal trash receptacle with Pedestal Mount, as manufactured by Tolar Manufacturing, Inc., or approved equal.
- C. Expanded metal pedestal mounted trash receptacle with a hinged cover and a rain bonnet for outdoor use. All trash receptacles to include pedestal.
- D. Material: 100% mild steel with tensile strength between 50-55 ksi.
- E. Finish: the complete receptacle, drum and lid inside and out, shall have a rust-prohibitive coating and a corrosion-resistant zinc epoxy primer finish, and shall be extremely durable and fade-resistant. Receptacle shall have a baked powder coat finish with minimum 5 milliliters thickness on all surfaces that shall resist rusting, chipping, peeling, fading and contain a UV inhibitor. All items listed shall have a minimum life expectancy of 5 years.
- F. Receptacles shall be pre-treated with a graffiti preventer that will create an invisible barrier to prevent the absorption of graffiti.
- G. Trash receptacle lid shall be made with minimum 14-gauge mild steel with tensile strength between 50-55 ksi.
- H. Lid shall have a hinged and lockable cover. Trash receptacles must be able to be locked securely.
- I. Opening in top of trash receptacle lid shall be square in shape, minimum size of 6" x 6" and maximum size of 8" x 8" and shall have a rain bonnet that extends a minimum of 6" above the lid. The rain bonnet shall be welded to the underside of the lid opening to avoid any exposed sharp edges, cockles or burrs, etc.
- J. Trash receptacles shall bolt directly to the pedestal mount at the bottom of the receptacle with no additional drilling.
- K. Trash receptacle shall have a minimum of 5 weep holes at the bottom of the receptacle.
- L. The trash receptacle shall have a heavy-duty locking clasp to accommodate a "Master Lock" style keyed padlock. Locks will not need to be provided.
- M. The trash receptacle shall have an extremely heavy-duty hinge to accommodate the heavy day to day usage. The hinge shall allow for the lid to open a minimum of 100 degrees and

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a maximum of 180 degrees while in the open position and during bag changes. Item listed shall have a minimum life expectancy of 5 years.

- N. Hinge will be installed on the opposite side of the lock shank.
- O. The hole in the lock shank shall be no less than ¼” and no more than 3/8” to accommodate a lock shank of ¼”.
- P. The locking plate shall be located opposite of the heavy-duty hinge.
- Q. There shall be no exposed sharp edges on any part of the trash receptacle for obvious safety reasons.
- R. All receptacle welds shall be smooth continuous fillet welds ground smooth where necessary for safety and appearance.
- S. All welds will be free of buckles, warps, dents, cockles, burrs and will need to be de-burred with no sharp edges of any kind or any other defects prior to delivery.
- T. The rain bonnet shall be made of a minimum of 14-gauge mild steel. The rain bonnet shall be welded on the interior of the lid with a continuous fillet weld to hide any exposed sharp edges for safety reasons. This will also add additional strength to the bonnet.
- U. The bottom of the trash receptacle shall be welded to the interior of the trash cylinder to increase the strength and to hide exposed sharp edges therefore keeping the outer edge smooth if the cylinder becomes damaged.
- V. The pedestal height shall be a minimum of 4” and a maximum of 6” from the ground to the bottom of the trash receptacle and must conform to all other specifications above.
- W. Liner insert trash can: Receptacle shall come standard with a plastic interior liner insert trash can, which shall be transparent or translucent to the extent possible.
- X. Mounting: Surface mounted via anchor holes in base of container.
- Y. Maintenance: Materials shall not require any chemical cleaners for maintenance.
- Z. Contractor shall provide all materials necessary for the furnishing and installation of trash receptacles.
- AA. Color: Receptacles to be finished in the RAL color numbers provided by VVTA.
- BB. Warranty: 1-year.

PART 3 – EXECUTION

PREPARATION

- A. Transmit submittals and deliverables required by this section.
- B. Furnish products as indicated.

VVTA IFB 2020-04 BUS STOP SHELTERS AND AMENITIES ATTACHMENT A – SCOPE OF WORK

- C. Existing surfaces to receive metal fabrications shall be sound, square, and true. Such surfaces shall be examined prior to installation of the fabrications and all defects which might impair the operability or shorten the life of any part of the item shall be corrected.

SHIPPING AND STORAGE

- A. To the maximum extent possible, shelter roofs and walls shall be assembled prior to shipping.
- B. Store crated shelters in clean, dry, and level area. Do not stack crates.

INSTALLATION

- A. Installation to be performed by Jurisdiction where Shelter and/or Amenity will be placed.
- B. Manufacturer shall provide a complete detailed set of installation instructions.

IFB 2020-04 BUS STOP SHELTERS AND AMENITIES ATTACHMENT B – REGULATORY REQUIREMENTS

***** THE RESULTING CONTRACT FROM THIS BID WILL BE FINANCED WITH FEDERAL FUNDS *****

The links below are attached to this IFB and are herein incorporated. By submitting a bid, the BIDDER agrees to compliance with all reference Federal Regulatory Requirements.

It is the responsibility of the Bidder to ensure compliance with all of the regulations that are applicable to this solicitation and resulting contract.

The federal regulations Check List – a listing by Contract Dollar amount showing the applicable regulations for any Federally Funded contract: http://vvta.org/wp-content/uploads/2018/08/VVTA_PROCUREMENT_FEDERAL-CLAUSE-CHECKLIST_20180808.pdf

The following is “Appendix A” of the Federal Procurement Best Practices Manual and includes the full text for all of the clauses included in the above checklist: http://vvta.org/wp-content/uploads/2019/04/FTA_Required_Clauses_12.14.17.pdf

VVTA IFB 2020-04 BUS STOP SHELTERS AND AMENITIES
ATTACHMENT C – SAMPLE CONTRACT

THIS AGREEMENT is made and entered into this ___ day of ____, 20__, by and between the **VICTOR VALLEY TRANSIT AUTHORITY**, a Joint Powers authority, created pursuant to the laws of the State of California (“VVTA” OR “Agency”) and

_____ (“CONTRACTOR”).

RECITALS

WHEREAS, VVTA circulated and distributed an Invitation for Bid (“IFB”) from qualified Bidders to supply manufactured bus shelters and amenities (including benches, trash cans, solar lighting, etc...) a copy which is attached herein as Exhibit 1 (IFB); and

WHEREAS, CONTRACTOR submitted a bid to provide the Bus Shelters and Amenities per the Scope of Work described in the IFB, a copy which is attached herein as Exhibit 2: and

WHEREAS, CONTRACTOR has represented and warrants to VVTA that it has the necessary training, experience, expertise, physical manufacturing capacity and staff competency to provide the services, goods and materials that are described in this Agreement, at a cost to VVTA as herein specified and that it will be able to perform the herein described services for VVTA by virtue of its current resources and specialized knowledge of relevant data, issues, and conditions: and

WHEREAS, CONTRACTOR represents and warrants that neither CONTRACTOR, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, CONTRACTOR further represents and warrants that no conditions or events now exist which give rise to CONTRACTOR, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, CONTRACTOR understands that VVTA is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, VVTA and CONTRACTOR hereby agree as follows:

VVTA IFB 2020-04 BUS STOP SHELTERS AND AMENITITES
ATTACHMENT C – SAMPLE CONTRACT

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work (Exhibit 2) hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby VVTA may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with VVTA's staff or other contractor or entity that may be providing similar or the same Work for VVTA.

2. CONTRACT DOCUMENTS

The complete Contract between the parties shall consist of the following component parts:

This Agreement;

- A. Exhibit 1 – IFB NUMBER 2020-04 BUS SHELTERS AND AMENITIES including Addenda and all Attachments;
- B. Exhibit 2 – IFB 2020-04 SCOPE OF WORK
- C. Exhibit 3 – CONTRACTOR's Offer and Bid Submission dated _____
- D. Exhibit 3 – CONTRACTOR's Price Proposal Sheets dated _____
- E. Exhibit 4 – CONTRACTOR's Proof of Insurance dated _____
- F. Exhibit 5 – Completed, signed and notarized (if applicable) forms as required by the Solicitation.

All the Exhibits mentioned in this Agreement are attached and are herein incorporated. This Agreement and the other Exhibits mentioned constitute the entire Contractual Agreement between the parties. In the event of any conflict between any of the provisions of this Agreement and Exhibits, the provision that requires the highest level of performance from CONTRACTOR for VVTA's benefit shall prevail. Proposer shall execute and submit Certifications as required in the IFB.

In the event of any conflict between the final contract and the provisions included in the attachments, the negotiated terms of the final contract shall prevail.

IFB 2020-04 BUS SHETERS AND AMENITIES
ATTACHMENT C – SAMPLE CONTRACT

3. PERIOD OF PERFORMANCE

This Agreement shall commence on _____, and shall continue in full force and effect through _____, with the option for five (5) one-year options to extend, unless earlier terminated or extended as provided in this Agreement.

4. TOTAL CONSIDERATION

- A. In accordance with the terms and conditions of this Contract, VVTA shall pay CONTRACTOR for its obligations under this Agreement. VVTA shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates stated herein in accordance with the provisions of this Section, and subject to the maximum cumulative payment obligation.

RATES

- B. VVTA's maximum cumulative payment obligation under this Agreement shall not exceed _____ (\$_____), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice VVTA upon completion of the project. CONTRACTOR shall furnish information as may be requested by VVTA to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

VICTOR VALLEY TRANSIT AUTHORITY
ATTN: ACCOUNTS PAYABLE
17150 SMOKE TREE STREET
HESPERIA, CA 92345-8305

A separate invoice shall be used for each shipment. Each invoice shall include, at a minimum, the following information:

- Contract number
- Purchase Order number
- Invoice number
- Description of delivery
- Delivery date
- Total quantity delivered
- Unit Price, extended price and applicable taxes
- Information as requested by VVTA

- B. VVTA shall remit payment within forty-five (45) calendar days of approval of the invoices by VVTA Senior Staff. VVTA does encourage the CONTRACTOR to accept discount terms of 2% 10, net 45, in the event the CONTRACTOR is in need of expedited terms.

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ATTACHMENT C – SAMPLE CONTRACT

In the event VVTA should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of VVTA's right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice from VVTA, CONTRACTOR shall immediately reimburse VVTA the entire overpayment or, at its sole discretion, VVTA may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between VVTA and CONTRACTOR.

6. AUDIT AND INSPECTION OF RECORDS

In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), provided VVTA is the FTA Recipient or a sub-grantee of the FTA Recipient, the Contractor agrees to provide VVTA, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

- A. In the event of a **sole source Contract, or single Offer, single responsive Offer, or competitive negotiated procurement**, the Contractor shall maintain and VVTA, the U.S. Department of Transportation (*if applicable*), or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of Contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.
- B. **For Contract Amendments**, the VVTA, the U.S. Department of Transportation (*if applicable*), or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract Amendment, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract Amendment shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract Amendment for the purpose of conducting a cost analysis. If an examination made after execution of the Contract Amendment reveals inaccurate, incomplete, or out-of-date data, the VVTA may renegotiate the Contract Amendment and VVTA shall be entitled

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to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To VVTA:
Attn: Procurement Manager
Victor Valley Transit Authority
17150 Smoke Tree Street
Hesperia, CA 92345-8305

To CONTRACTOR:

8. VVTA AND CONTRACTOR'S REPRESENTATIVES

A. VVTA

VVTA's Executive Director has authority to execute contracts on behalf of VVTA. Except as expressly specified in this Agreement, the Executive Director may exercise any powers, rights and /or privileges that have been lawfully delegated by VVTA. Nothing in this Agreement should be construed to bind VVTA for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein. The Executive Director or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to VVTA's satisfaction.
3. Subject to the review and acceptance by VVTA, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
4. In addition to the foregoing, the Executive Director shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
_____	_____
_____	_____

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. VVTA reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

VVTA awarded this Agreement to CONTRACTOR based on VVTA's confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall no reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from VVTA.

9. TERMINATION OF CONTRACT

DEFINITIONS:

DAMAGES: Means compensation in money recovered by a Third Party for loss or detriment it has suffered through the act of a Covered Party, including attorney's fees attributable to a claim for compensatory damages covered hereunder, interest on judgments, and costs. Damages do not include injunctive, equitable, or other non-monetary relief, or any monetary relief or expense in connection therewith. Damages do not include any money for the direct or indirect benefit to public improvements of a Covered Party.

OCCURRENCE: Means and event, including continuous or repeated exposure to substantially the same generally harmful conditions, during the coverage period, causing Damages regardless of the number of claimants or covered parties. Claims arising out of or in connection with an earthquake or series of related earthquakes shall be deemed to arise out of one Occurrence.

THIRD PARTY: Mean any person making a claim against a Covered Party.

A. TERMINATION FOR CONVENIENCE

1. The performance of Work under this Contract may be terminated in whole, or from time to time in part, by VVTA for the convenience of VVTA whenever VVTA determines that such termination is in the best interest of VVTA and the other procuring agencies. Any such termination shall be executed by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by VVTA, the Contractor must:

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- (a) Stop the Work under the Contract on the date and to the extent specified in the Notice of Termination;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated as set out in the Notice of Termination;
 - (d) Assign to VVTA in the manner, at the times, and to the extent directed by VVTA, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case VVTA shall have the right, in its discretion, to settle or pay and or all claims arising out of the termination of such orders and subcontracts;
 - (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of VVTA, to the extent he/she may require, which approval or ratification shall be final for all the purposes of this Section;
 - (f) Transfer title to VVTA and deliver in the manner, at the times, and to the extent, if any, directed by VVTA the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to VVTA;
 - (g) Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
 - (h) Take such action as may be necessary, or as VVTA may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which VVTA has or may acquire an interest.
2. After receipt of a Notice of Termination, the Contractor shall submit to VVTA its termination claim, in the form and with certification prescribed by VVTA. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by VVTA, upon request of the Contractor made in writing within such six months period or authorized extension thereof. However, if VVTA determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such six months period or any extension thereof. Upon failure of the Contractor to

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submit its termination claim within the time allowed, VVTA may determine, on the basis of information available, the amount, if any, due the Contractor by reason of the termination and will thereupon pay the Contractor the amount so determined.

3. Subject to the provisions of subsection 2 above, the Contractor and VVTA may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination or work pursuant to this Section, which amount or amounts may include an allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract Consideration as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.
4. In the event of failure of the Contractor and VVTA to agree, as provided in subsection 3, upon the amount to be paid the Contractor by reason of the termination of Work pursuant to this Section, VVTA will pay the Contractor the amounts determined by VVTA as follows, but without duplication of any amounts agreed in accordance with subsection:

With respect to Contract Work performed prior to the effective date of the Notice Termination, the total (without duplication of any items) of:

- (a) The costs of such Work;
- (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subsection 1(e) above, exclusive of the amounts paid or payable on account of supplies or material delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of Work under this Contract, which amounts shall be included in the costs on account of which payment is made under 2 above;
- (c) A sum, as profit on 4(a) above, determined by VVTA to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subsection 4(c) and an appropriate adjustment shall be made by reducing the amount of the settlement to reflect the indicated rate of loss; and
- (d) The reasonable cost of preservation and protection of property incurred pursuant to subsection A (9) and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of Work under this Contract.

5. The total sum to be paid to the Contractor under subsection 4 will not exceed the total

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Contract Consideration as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated. Except for normal spoilage, and except to the extent that VVTA will have otherwise expressly assumed the risk of loss, there will be excluded from the amounts payable to the Contractor under subsection 4 the fair value, as determined by the VVTA, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to VVTA, or to a purchaser pursuant to subsection 1 (g) of this Section.

6. In arriving at the amount due the Contractor under this Section, there will be deducted:
 - (a) The amount of any claim which VVTA has against the Contractor in connection with the Contract; and
 - (b) The agreed price for, or the proceeds of sale of materials, supplies, or other items acquired by the Contractor or sold, pursuant to the provision of this Section, and not otherwise recovered by or credited to VVTA.

7. If the termination hereunder is partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with VVTA a written request for an adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such adjustment as may be agreed will be made in the price or prices.

8. VVTA may from time to time, at its sole discretion and under terms and conditions it may prescribe, make partial payments and payments on account against cost incurred by the Contractor in connection with the terminated portion of the Contract whenever, in the opinion of VVTA, the aggregate of payments does not exceed the amount to which the Contractor will be entitled hereunder. If the total of the payments is in excess of the amount finally agreed or determined to be due under this Section, the excess shall be paid by the Contractor to VVTA upon demand, together

with interest at the rate of 10 percent per annum or the maximum rate permitted by applicable law, whichever is less, for the period from the date the excess payment is received by the Contractor to the date on which the excess payment is repaid to VVTA.

9. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to VVTA at all reasonable times at the office of the Contractor but without direct charge to VVTA, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or to the extent approved by VVTA, photographs, microphotographs, or other authentic reproductions thereof.

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10. The Contractor shall insert in all subcontracts that the Subcontractor or Supplier shall stop work on the date of and to the extent specified in a Notice of Termination from VVTA and shall require that any tier subcontractor to insert the same provision in any tier subcontract.
11. The Contractor shall communicate immediately upon receipt thereof, any Notice of Termination issued by VVTA to the affected Subcontractors and Suppliers of any tier.
12. Under no circumstances is the Contractor entitled to anticipatory, unearned profits or consequential damages as a result of a termination or partial termination under this Section. The payment to the Contractor determined in accordance with this Section constitutes exclusive remedy for a termination hereunder.
13. Anything contained in the Contract to the contrary notwithstanding, a termination under this Section shall not waive any right or claim to damages which VVTA may have and VVTA may pursue any course of action it may have under the Contract.
14. Damages means compensation in money recovered by a Third Party for loss or detriment it has suffered through the act of a Covered Party, including attorney's fees attributable to a claim for compensatory damages covered hereunder, interest on judgments, and costs. Damages do not include injunctive, equitable, or other non-monetary relief, or any monetary relief or expense in connection therewith. Damages do not include any money for the direct or indirect benefit to public improvements of a Covered Party.

B. TERMINATION FOR CAUSE

- (1) By written Notice of Termination to the Contractor, VVTA and the other procuring agencies may cancel the whole or any part of the Contract in any one of the following circumstances:
 - (a) If the Contractor fails to perform the Work within the time specified or any extension thereof;
 - (b) If the Contractor fails to perform any of the provisions of the Contract, or so fails to make progress so as to endanger performance of the Contract in accordance with its terms, and in either of these two later circumstances, does not cure such failure within a period of the 10) calendar days (or such additional time as may be specified in the notice) after VVTA gives notice to Contractor of the failure;
 - (c) The Contractor or Subcontractor or Supplier has violated an authorized order or requirement of VVTA;
 - (d) Abandonment of the Contract;

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- (e) Assignment of subcontracting of the Contract or any Work under the Contract without approval by VVTA;
 - (f) Bankruptcy or appointment of a receiver for the Contractor's property;
 - (g) Performance by the Contractor in bad faith;
 - (h) Contractor allowing any final judgment to stand (unsatisfied) for a period of 48 hours (excluding weekends and legal holiday(s));
 - (i) Material failure to comply with the law, ordinance, rule, regulation or order of a legal authority applicable to the Contract, the Work, the Contractor or the goods; or
 - (j) Failure to indemnify any party which the Contractor is obligated to indemnify under the Section 2.7.5, Indemnification, or elsewhere under the Contract.
- (2) The Contractor shall be provided a period of ten (10) days to cure such failure (or such longer period as VVTA may authorize in writing) after receipt of notice from VVTA specifying such failure.
- (3) In the event the Contractor does not cure the breach to the satisfaction of VVTA within the time period specified by VVTA, VVTA will send the Contractor a written notice of failure to cure the breach. Upon receipt of such written notice from VVTA, Contractor shall:
- (a) Stop Work on the date of, and to the extent specified in, the Notice of Termination;
 - (b) Place no further orders or subcontracts for materials, equipment, services, or facilities, except that which is necessary to complete the portion of the Work which is expressly not cancelled under the Notice of Termination;
 - (c) Cancel all orders or subcontracts to the extent that they relate to the performance of Work cancelled under the Notice of Termination; and
 - (d) Comply with all other requirements of VVTA specified in the Notice of Termination.
- (4) If the Contract is cancelled as provided in this Section, VVTA may require Contractor to transfer title and deliver to VVTA, as directed by VVTA, the following:
- (a) Any completed supplies or equipment furnished by VVTA; and
 - (b) Such partially completed supplies and materials, installations, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") that the Contractor has

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specifically produced or acquired for the cancelled portion of this Contract.
The Contractor shall also protect and preserve property in its possession in which VVTA has an interest at the Contractor's sole expense.

- (5) Upon VVTA's Termination of the Contractor's right to proceed with the Work because of the Contractor's default under the Contract, VVTA will have the right to complete the Work by whatever means and method it deems advisable. VVTA will not be required to obtain the lowest prices for completing the Work but shall make such expenditures as, in VVTA's sole judgment, best accomplish such completion.
- (6) The expense of completing the Work, together with a reasonable charge for engineering, managerial and administrative services, as certified by the Lead Procuring Agency, will be charged and will be deducted by VVTA out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is in excess of the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or its surety shall promptly pay the amount of such excess to VVTA upon notice of the excess so due. VVTA may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Contractor until completion and final settlement of the Work covered by the Notice of Termination of Contractor's right to proceed.
- (7) Contractor shall insert in all subcontracts that the Subcontractor or Supplier will stop work on the date of or to the extent specified in a Notice of Termination from VVTA and shall require the Subcontractors and Suppliers to insert the same provision in any of their subcontracts.
- (8) The Contractor shall immediately upon receipt communicate any Notice of Termination issued by VVTA to the affected Subcontractors and Suppliers at any tier.
- (9) The Surety on the Contractor's Performance Bond provided for in this Contract shall not be entitled to take over the Contractor's performance of Work in case of termination under this Section, except with the prior written consent of VVTA.
- (10) The Contractor shall not be liable for any costs in excess of the total Contract Consideration if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor and/or Supplier and such default arises out of causes beyond the control of and without the fault or negligence of either the Contractor or the Subcontractor and/or Supplier, and if the Supplies or Services to be furnished by the Subcontractor or Supplier were not obtainable from other sources in sufficient time to permit the Contractor to meet the required Delivery Schedule, the Contractor shall not be liable for any costs in excess of the total Contract Consideration to complete the Work.
- (11.) If, after issuance of the Notice of Termination of this Contract, it is determined for any

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reason that the Contractor was not in breach, or that the breach was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience Section, and the Contractor shall be reimbursed for costs incurred under the terms of that Section.

10. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR – without prior written consent of VVTA. Consent by VVTA shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

11. SUBCONTRACTING

VVTA hereby consents to CONTRACTOR’s subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR’s proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACT, not VVTA, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against VVTA, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

Subcontractors’ Names and Addresses

Work to be Performed

12. SUCCESSORS AND ASSIGNS

Subject to any provision under this Contract restricting assignment or subcontracting by CONTRACTOR, the provisions of this Contract shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the parties to this Contract.

13. STATUS OF CONTRACTOR

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between VVTA and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR’S assigned personnel shall be entitled to any benefits payable to employees of VVTA. CONTRACTOR hereby indemnifies and holds VVTA harmless from any and all claims that may be made against

VVTA, based upon any contention by any third party that an employer-employee relationship

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exists by reason of this Contract or any services provided pursuant to this Contract.

- B. It is further understood and agreed by all the parties hereto that neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any right to act on behalf of VVTA in any capacity whatsoever as an agent or to bind VVTA to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that CONTRACTOR must issue any and all forms required by Federal and State laws for income and employment tax purposes, including, but not limited to W-2 and 941 forms, for all of CONTRACTOR'S assigned personnel.

14. CONTRACTOR'S RESPONSIBILITY

- A. The CONTRACTOR shall be responsible for the Work performed under the terms of this Contract to the extent provided by law. The CONTRACTOR agrees not to disclose information identified by VVTA as proprietary to third parties, unless approved in advance by VVTA or required by law.
- B. VVTA shall not be held liable or responsible for the maintenance and/or safety of the CONTRACTOR's equipment or supplies placed upon VVTA's property in accordance with this Contract. The CONTRACTOR acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.
- C. Any materials, equipment or work found to be damaged or defective during the period CONTRACTOR is performing the maintenance for the facility pursuant to this Agreement shall be repaired, replaced or corrected by the CONTRACTOR hereunder without additional cost to VVTA, unless such damage is the result of VVTA's gross negligence or willful misconduct.
- D. CONTRACTOR shall pay for all taxes, except for sales, use, transaction and excise taxes that were legally enacted at the time CONTRACTOR's offer submitted. CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of this Contract.

15. GOVERNING LAW

This Contract shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Contract shall be filed and resolved in the Superior Court of the County San Bernardino.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of every term, covenant, condition, and provision of this Contract.

17. PUBLIC RECORDS ACT

Upon its execution, this Contract (including all Exhibits) shall be subject to disclosure pursuant to the California Public Records Act.

18. INSURANCE

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

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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 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

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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."
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 Smoke Tree 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 Smoke Tree Street
Hesperia, California 92345

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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:
\$2,000,000; per occurrence for bodily and property damage liability and \$4,000,000 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.

19. INDEMNIFICATION

- A. To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend VVTA and its members, board members, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by VVTA, Contractor or any other person, and 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 performance of this Agreement. Contractor's obligations under the preceding sentence shall apply regardless of whether VVTA or any of its members, board members, officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of VVTA or any of its members, board members, officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend VVTA and its members, board members, officers, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

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This section shall survive termination or expiration of this Agreement.

- B. If CONTRACTOR has retained legal counsel reasonably acceptable to Agency, CONTRACTOR shall have the sole charge and direction of the defense of the suit, action or proceeding while it is assigned to such counsel. VVTA shall at the request of the CONTRACTOR furnish to the CONTRACTOR all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. VVTA shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

20. REVISIONS

By written notice or order, VVTA may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

Price Adjustments:

- A. Any change in the contract that causes an increase or decrease in cost to VVTA, or the time required for the performance of the contract, must be approved as prescribed herein. In the event that the change is a request for price escalation by the Contractor, any price escalation or de-escalation must be justified by the contractor using acceptable measures such as the Consumer Price Index (CPI) or other universally accepted measure.
- B. An equitable adjustment in the compensation and schedule will be made upon an approved Change Order.
- C. CONTRACTOR shall be liable for all costs resulting from, or for satisfactorily correcting, any and all unauthorized specification changes not properly ordered by written modification to the contract.
- D. Except as otherwise expressly provided in the Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect at the onset of the Contract.

Modifications:

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signature of representative authorized to enter into and modify the Agreement. In order to be effective, amendments may require approval by VVTA's Board of Director, and in all instances require prior signature of an authorized representative of VVTA.

21. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be

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released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by VVTA.

- B. The originals of all letter, documents, reports and other products and data produced under this Agreement shall become the property of VVTA without restriction or limitation on their use and shall be made available upon request to VVTA at any time. Original copies of such shall be delivered to VVTA upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of VVTA. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

22. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of VVTA. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from VVTA. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by VVTA.

23. OWNERSHIP RIGHTS

- A. In the event VVTA rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or develop by CONTRACTOR, it's Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by and on behalf of VVTA by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of VVTA (collectively "VVTA Intellectual Property"), and VVTA may use, disclose and exercise dominion and full rights of ownership, in any manner in VVTA Intellectual Property in connection with the use, operation an maintenance of a transportation system administered by VVTA. No use of VVTA Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and VVTA shall not sell, lease, rent, give away or otherwise disclose any VVTA Intellectual property to any outside third party other than Permitted programmers. To the extent there may be any question of rights of ownership or use in any VVTA Intellectual Property, CONTRACTOR shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to VVTA, all worldwide right, title and interest in and to all VVTA Intellectual Property in a manner consistent with the foregoing terms of this paragraph. CONTRACTOR shall execute any documents as VVTA may from time to time reasonable request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned

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by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by CONTRACTOR or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by License Agreement by and between the parties of event date herewith.

24. WORK FOR HIRE

Any Work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONTRACTOR, by his/her endorsement heron agrees that all rights to any work(s) created or produced are waived, and that ownership rests with VVTA. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

25. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with VVTA in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable VVTA to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by VVTA, CONTRACTOR shall continue to perform in accordance to this Agreement.

26. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

27. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in this performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that VVTA will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the “Standard of performance” for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. VVTA shall have the right, at its sole discretion to require the immediate removal of

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CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to VVTA, if VVTA considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under the Agreement under this Article shall not be reassigned to perform Work in any other capacity under this Agreement without VVTA's prior written approval.

28. NOTIFICATION OF EMPLOYMENT OF VVTA BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with VVTA's Ethics Policy, CONTRACTOR shall provide written notice to VVTA disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of VVTA, or (2) SERVED AS A Board Member/Alternate or an employee of VVTA within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

29. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to VVTA Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

30. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of VVTA, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

31. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by VVTA in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with VVTA's Ethics Policy.

- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with VVTA's Ethics Policy, such failure shall be considered a material breach of this Agreement and VVTA shall have the right to immediately terminate or suspend this Agreement.

32. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either

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party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision

The invalidity in whole or in part of any provision of this Agreement shall no void or affect the validity of any other provision.

33. FORCE MAJEURE

Performance of each and all CONTRACTOR's and VVTA's covenants herein shall be subject to such delays as may occur without CONTRACTOR's or VVTA's fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or VVTA's control.

34. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of VVTA and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of VVTA. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of VVTA.

35. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. VVTA shall review and approve in writing all VVTA related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication.

CONTRACTOR shall not allow VVTA related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that VVTA endorses CONTRACTOR's firm, service, and/or product.

- B. CONTRACTOR shall refer all inquiries from the news media to VVTA, and shall comply with the procedures VVTA's Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform VVTA as soon as possible and inform VVTA of any action taken to alleviate the situation.

D. The provision of this Article shall survive the termination or expiration of this Agreement.

36. CONFLICT OF INTEREST

A. Prohibited Interests

1. During the term of this Contract, Contractor, its officers, employees and their immediate families shall not acquire any interest, direct or indirect, that would conflict with the performance of services required to be performed under this Contract.
2. Violation of subparagraph A. (1), is a material breach of this Contract, and Agency shall have the right to debar Contractor from participating at any tier in any Agency contract for a period of up to five (5) years.
3. Contractor shall include a copy of subparagraphs A. (1), and A. (2), of this provision in any agreement it makes with its subcontractors.

B. Covenant

1. Contractor covenants that prior to award of this Contract, Contractor has disclosed any present interest and any interest existing within twelve (12) months prior to award of this Contract including, without limitation, any business or personal relationship that creates an appearance of a conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Any existing or prospective interest acquired or occurring after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of this covenant is a material breach of this Contract.
2. In addition, Contractor shall immediately disclose in writing to VVTA and or to the other procuring agencies General Manager and Chief Legal Counsel any interest or relationship described in subparagraph B(1) acquired or occurring during the term of this Contract.
3. Violation of the above disclosure obligations is a material breach of this Contract.

37. COVENANT AGAINST GRATUITIES

A. Prohibited Conduct

1. During the term of this Contract, Contractor, its officers and employees and their immediate families are prohibited from offering or giving a gratuity in any form including, without limitation, entertainment, favors, loans, gifts or anything of greater

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than nominal value for any reason including personal, non-business related reasons to any Lead Procuring Agency officer or employee or their immediate families. For the purpose of this section, nominal value means anything: (1) having an aggregate value of \$35.00 (thirty-five dollars) or less per year; or (2) any perishable item (flowers or food) of any value except that prepared meals are subject to the \$35.00 limit. A campaign contribution is not a gratuity and is not prohibited by this Section.

2. Violation of subparagraph A(1) of this provision is a material breach of this Contract, and Agency shall have the right to debar Contractor from participating at any tier in any Agency contract for a period of up to five (5) years.
3. Contractor shall include a copy of subparagraphs A (1) and A (2) of this provision in any agreement it makes with its subcontractors.

B. Covenant

Contractor covenants that prior to award of this Contract, Contractor has disclosed, any gratuity, as described above, that it, its officers, employees or their immediate families have offered or given to any Agency officer, employee or their immediate families for any reason including personal non-Business related reasons within the twelve (12) months prior to award of this Contract. Any gratuity offered or given after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of this covenant is a material breach of this Contract.

38. WARRANTY OF AUTHORITY

The person executing this Contract on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Contract on behalf of Contractor and to bind Contractor to the terms, covenants and conditions of this Contract. Both the person executing this Contract on behalf of Contractor and CONTRACTOR understand that VVTA is relying on this representation in entering into this Contract.

39. ENTIRE AGREEMENT

This Contract, including any and all Exhibits, constitutes the entire agreement between VVTA and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract.

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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year set forth above.

VICTOR VALLEY TRANSIT AUTHORITY

By: _____

Kevin Kane, VVTA Executive Director

APPROVED AS TO FORM

VVTA Legal Counsel _____

CONTRACTOR

By: _____

Name: _____ Title: _____

By: _____

Name: _____ Title: _____

IFB 2020-04 – BUS STOP SHELTERS AND AMENITIES
ATTACHMENT D – VVTA 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 ventures 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. 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.

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.

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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
Hesperia, CA 92345
RE: Solicitation Protest – Solicitation/Contract Number**

7. PROTEST SUBMITTAL DEADLINE

A. Requests for Proposal

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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.

**VVTA IFB 2020-04 BUS SHELTERS AND AMENITIES
ATTACHMENT E – 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):

IFB 2020-04 BUS STOP SHELTERS AND AMENITIES
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 BID 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:
 - Bid Form
 - Current Client References
 - >\$250,000.00 Buy America Certification
 - Not on Excluded Parties List System (SAM.com) (Provide page from website)
 - Affidavit of Non-Collusion
 - >\$25,000.00 Debarment, Suspension, & Other Responsibility Matters
 - >\$100,000.00 – Lobbying Restrictions
 - List of Subcontractors and DBE's (Please use Attachment H of the IFB documents)
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 (if applicable.)
 - b. **Proof of Permits:** as required by law, in addition to contract requirements. Must be California approved, valid, showing expiration dates and license numbers.
 - c. **Insurance Certificate (Proof)** must meet the requirements in the RFP. If the Insurance Certificate with the additional insured endorsement is submitted with the bid, the Notice to Proceed can be issued sooner. Failure to submit the Proof of Insurance as requested may result in contract award annulment.
 - d. **Performance Bond:** One Hundred percent (100%) of the contract price
 - e. **Payment Bond:** One Hundred percent (100%) of the contract price.

**IFB 2020-04 BUS STOP SHELTERS AND AMENITIES
ATTACHMENT F – SUBMISSION OF FORMS
VVTA – IFB 2020-04 Bid Form**

Bidder shall complete the following form and include same in their Bid package.

By execution below Bidder hereby agrees to furnish the related goods, equipment, and/or services as specified in Victor Valley Transit Authority's Invitation for Bid No. 2020-04 at the prices submitted in response to this solicitation.

BIDDER COMPANY NAME:

STREET ADDRESS:

CITY, STATE, ZIP CODE:

AUTHORIZED OFFICER:

COMPANY OFFICER TITLE:

SIGNATURE OF AUTHORIZED OFFICER:

CONTACT INFORMATION:

OFFICE PHONE NUMBER:

EMAIL ADDRESS:

Payment terms are net 30 days after approval of invoice.

Delivery will be made in _____ days from receipt of signed purchase order unless otherwise noted. Prices quoted shall be FOB Destination unless otherwise stated.

VVTA RESERVES THE RIGHT TO PURCHASE MORE THAN, LESS THAN, OR NONE OF THE QUANTITIES LISTED BELOW. The Quantities are estimates based on past purchases. The award will be based on lowest cost per line item.

**IFB 2020-04 BUS STOP SHELTERS AND AMENITIES
ATTACHMENT F – SUBMISSION OF FORMS**

BID LINE ITEM	DESCRIPTION	EST. QTY	ITEM COST	TOTAL
1	14' Pacific Style Non-Advertising	7		
2	14' Pacific Style with Advertising	14		
3	10' Pacific Style Non-Advertising	26		
4	10' Pacific Style with Advertising	1		
5	13' Sierra High Peak with Advertising	26		
6	13' Sierra Dome Non-Advertising	2		
7	Sierra Low Peak Monopole Non-Advertising	3		
8	Solar Lights – Pacific Style shelter	50		
9	Solar Lights – Sierra High Peak shelter	19		
10	Solar Lights – Low Peak Pacific Shelter	2		
11	Makrolon SL Ad Panel Glass, or equal	42		
12	8' Perforated Metal Bench – without Back	78		

**IFB 2020-04 BUS STOP SHELTERS AND AMENITIES
ATTACHMENT F – SUBMISSION OF FORMS**

BID LINE ITEM	DESCRIPTION	EST. QTY	ITEM COST	TOTAL
13	8' Perforated Metal Bench - with Back	3		
14	6' Perforated Metal Bench – without Back	46		
15	6' Perforated Metal Bench with Back	3		
16	8' Expanded Metal Bench with Back	3		
17	32 Gallon Trash Receptacle	120		
18	USC PV Stop Illumination Kit with Push Button	144		

BID TOTAL: \$

**IFB 2020-04 BUS STOP SHELTERS AND AMENITIES
ATTACHMENT F – SUBMISSION OF FORMS**

**VVTA – IFB 2020-04 Bid Form
CURRENT CLIENT REFERENCES**

Bidder by its signature below, certifies that following clients were provided similar service over the last seven (7) years (use additional pages as necessary): (A minimum of 5 are required)

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

Signature of the Bidder's Authorized Official

Name and Title of the Bidder's Authorized Official

Company Name

Date

IFB 2020-04 BUS STOP SHELTERS AND AMENITIES
ATTACHMENT F – SUBMISSION OF FORMS
BUY AMERICA CERTIFICATION

The Bidder agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

The Bidder must submit to VVTA the appropriate Buy America certification below with its bid. Bids that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

IFB 2020-04 BUS STOP SHELTERS AND AMENITIES
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 _____ ("Bidder") the party making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidders or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid fee of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid fee, or of that of any other Bidder, 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 Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid 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, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

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 _____, _____.

Notary Public (Seal)

IFB 2020-04 BUS STOP SHELTERS AND AMENITIES 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 voluntarily 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

IFB 2020-04 BUS STOP SHELTERS AND AMENITIES
ATTACHMENT F – SUBMISSION OF FORMS

U.S. General Service Administration.

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

**IFB 2020-04 BUS STOP SHELTERS AND AMENITIES
ATTACHMENT F – SUBMISSION OF FORMS**

**The lobbying requirements apply to all contracts and subcontracts of
\$100,000
or more at any tier under a Federal grant**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date: _____

**IFB 2020-04 – BUS SHELTERS AND AMENITIES
ATTACHMENT G – 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

IFB 2020-04 BUS SHELTERS AND AMENITIES
ATTACHMENT H – SUBCONTRACTORS LIST
SUBCONTRACTOR'S LIST

(If additional space is needed, supply information on separate form)

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

CONTRACTOR'S LICENSE NUMBER: _____

CERTIFIED DBE? _____
YES NO

If yes, please provide certification

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

CONTRACTOR'S LICENSE NUMBER: _____

CERTIFIED DBE? _____
YES NO

If yes, please provide certification

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

CONTRACTOR'S LICENSE NUMBER: _____

CERTIFIED DBE? _____
YES NO

If yes, please provide certification

EXHIBIT 1

DRAWING AND PICTURES