



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

**REQUEST FOR QUOTE  
(RFQ) 2020-18  
RENEWABLE NATURAL GAS/BIOMETHANE**

**RELEASE: WEDNESDAY, JUNE 3, 2020**

**QUOTES ARE DUE NO LATER THAN:  
WEDNESDAY, ~~JUNE 24, 2020~~, at 5:00 PM (PDT)  
Changed to Wednesday, July 8, 2020, at 5:00 PM (PDT)**

## INTRODUCTION

Victor Valley Transit Authority (VVTA) is hereby soliciting competitive quotes for Renewable Natural Gas/Bio-Methane fuel supply which meets the criteria for merchantable composition and pipeline quality for transportation to VVTA at 17150 Smoke Tree Street, Hesperia, CA, 92345.

## GENERAL TERMS AND CONDITIONS

1. The resulting PURCHASE ORDER (P.O.) – VVTA shall not be responsible for goods or services provided to officials or employees without a duly authorized P.O.
2. **INVOICES.** Invoices shall be submitted under the same name as that which is shown on the face of the resulting Purchase Order (P.O) or Contract. The P.O. number must appear on all invoices, shipping notices, delivery and packing slips, packages and correspondence. Each P.O. shall be invoiced separately. **Submit invoices monthly** or as prescribed by VVTA'S Finance Dept.

Invoices shall **reference** the appropriate **purchase order number** and/or **contract number**. Invoices shall be submitted to the address on the face of the PO.

3. **MODIFICATIONS.** Supplier shall not make any alterations or change to the resulting order in any fashion without prior written authorization from VVTA. If the terms and conditions of the PO and/or contract conflict with the Vendor's terms and conditions, VVTA's terms and conditions shall prevail.
4. **WARRANTY.** Vendor warrants that the item(s) provided and/or work performed under the resulting contract comply with all specifications, are free of liens and encumbrances, and that workmanship and materials are free from defects. Work shall comply with nationally recognized codes and established industry standards. Equipment shall carry the manufacturers' most favorable commercial warranties. The warranty period shall begin after acceptance of item(s) and/or work. Vendor agrees to remedy by replacing or repairing any item(s) that is damaged or defective during normal usage within the warranty period, at no additional cost to VVTA. Such repair or replacement shall occur within a reasonable time frame and to the satisfaction of VVTA.
5. **FEDERAL, STATE, AND LOCAL LAWS.** All goods or services furnished pursuant to the resulting P.O. shall comply with all CAL-OSHA standards and regulations and all applicable Federal, state and local laws and regulations. [www.vvta.org/bids](http://www.vvta.org/bids) includes the Federal required clauses for all procurements with VVTA.
6. **GOVERNING LAW.** The resulting P.O. and the contract between the parties evidenced hereby or attached thereto shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.
7. **PATENT PROTECTION.** To the extent the subject articles are not manufactured pursuant to design originated by VVTA, supplier agrees it will indemnify and hold VVTA and its officers, agents, and employees harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States patent with respect to such articles or materials, and that it will, at its own expense, defend any action, suit or claim in which such infringement is alleged. VVTA agrees to notify supplier promptly of any suit or claim against VVTA for any alleged infringement of patent.

8. **DISADVANTAGED BUSINESS ENTERPRISE.** The supplier shall not discriminate based on race, color, national origin, or sex in the performance of the resulting P.O.
9. **ENERGY CONSERVATION.** The supplier agrees to comply with the requirements of the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.
10. **TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964.** Supplier agrees to comply with all applicable requirements of Title VI of the Civil Rights Act of 1964, 42 USC § 2000d and USDOT regulations "Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR, part 21.
11. **RECORD RETENTION.** The supplier shall make available within 30 days, upon request by VVTA, all records related to the resulting P.O. for a period of up to three (3) years after closure.
12. **AMERICANS WITH DISABILITIES ACT.** The supplier agrees to comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 USC §§12101 et seq. in conjunction with the resulting P.O.
13. **DRUG AND ALCOHOL POLICY.** It is the policy of VVTA that anyone, while on Agency property, is prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol or illegally using or misusing legally prescribed drugs.
14. **INTEREST OF MEMBERS OF CONGRESS.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of the resulting P.O.
15. **INDEMNIFICATION.** The supplier shall indemnify, keep and save harmless VVTA, its agents, officials and employees from any and all claims, actions, losses, damages, and/or liability arising out of the resulting P.O. from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by VVTA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The supplier's indemnification obligation applies to VVTA'S "active" as well as "passive" negligence but does not apply to VVTA'S "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
16. **FORCE MAJEURE (EVENTS BEYOND THE CONTROL OF THE SUPPLIER).** The supplier will not be held liable for failure of delay in fulfillment if hindered or prevented by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by government that are not reasonably foreseeable.
17. **ACKNOWLEDGMENT.** By delivery of the goods or services purchased herein, the supplier agrees to all the terms and conditions of the resulting P.O.
18. **TERMINATION.** VVTA may terminate the P.O. in whole or in part for VVTA'S convenience or because of the failure of the supplier to fulfill the contract obligation. VVTA'S Executive Officer shall terminate by specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the supplier shall: (a) immediately discontinue all services affected and (b) deliver to VVTA'S Executive Officer all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing the resulting contract, whether completed or in process. If the termination is for the convenience of VVTA, VVTA shall make an equitable adjustment in the P.O., but shall not allow anticipated profit on unperformed services.
19. **APPLICABILITY.** The Terms and Conditions stated herein will supplement the terms and conditions of any VVTA procurement wherein the terms and conditions were previously specified.

20. **OSHA COMPLIANCE.** The items covered by the resulting P.O. must conform to safety orders of OSHA, CALOSHA, and /or NIOSH, and applicable Material Safety Data Sheets (MSDS). Vendor is required to provide a completed MSDS for all hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheets need to be sent to VVTA'S Safety and Regulatory Compliance Specialist for each specified item and a copy sent to VVTA'S Procurement Department.
21. **QUESTIONS.** Questions regarding the RFQ, Terms and Conditions of the resulting P.O. are to be directed to the Procurement Manager, phone 760.948.4021 ext. 152; fax: 760.948.1380; 17150 Smoke Tree Street, Hesperia, CA 92345-8305, or email: [cplasting@vvta.org](mailto:cplasting@vvta.org)
22. **Payment Terms. VVTA terms are 2% 10 net 45. If discount terms are not allowed, then vendor will be paid net 45 days from date of receipt of the invoice.**

## QUOTE SUBMISSION REQUIREMENTS

Quotes are due no later than Wednesday, ~~June 24, 2020~~ **JULY 8, 2020** at 5:00 PM, Pacific Time. Bidders may fax (760-948-1380), email ([cplasting@vvta.org](mailto:cplasting@vvta.org)), submit via Public Purchase or drop off/deliver quotes to 17150 Smoke Tree Street, Hesperia, CA 92345.

## AWARD OF RFQ

The award will be to the responsive and responsible Bidder whose bid is the lowest for the entire project. The approximate date of award is Friday, ~~June 26, 2020~~, **JULY 10, 2020**, by the end of business that day.

## SCOPE OF WORK

VVTA has existing ownership interests in Compressed Natural Gas production facilities. To replace existing gas supply and provide for credits under the various renewable energy programs within the State of California, VVTA wishes to obtain Renewable Natural Gas/Bio-Methane sources which can be delivered for use at VVTA's Hesperia, CA, yard.

### Areas of Interest

1. Renewable Natural Gas/Bio-Methane Details
  - a. Feedstock source, raw gas analysis (or estimate), description of the processing methodology and the anticipated processed gas composition analysis (or estimate.) Any alternate or intermingled fuels require the same detailed response as the primary source.
  - b. Description of how the product presently meets (or process for approval of interconnection under) California Public Utility Commission (CPUC) Rule 39 criteria for access, interconnection, and transmission within the Southern California Gas system.

- c. Description of how the product meets or qualifies under CPUC and the California Energy Commission (CEC) criteria of a renewable organic source and other applicable biogas definitions.

2. Transmission and Other Related Elements of Gas Delivery:

- a. Describe pipeline transportation accessibility and feasibility from the project. Define the Point of Delivery specific to the proposed Fees, and if not an injection point within a marketable system, please outline the estimated costs and development path for a potential interconnection.
- b. Describe any transportation considerations between the project and the end use locations. Specifically, if out of state, any interconnection, wheeling, or swap mechanisms required to facilitate gas delivery to the California Border.
- c. VVTA prefers an interconnection whereby a continuous transmission path may be traced from the source to the end use location, even if physically not effectuated due to the normal flow patterns of a gas transmission network system.

VVTA currently consumes approximately 12,000 to 13,000 MMBtu's per month of natural gas.

VVTA is currently classified as an Energy Producer and currently receives LCFS credits.

Please provide on the quote below: price per gasoline gallon equivalent for RNG; and any Low Carbon Fuel Standard (LCFS) credits and/or government rebates available to be credited to VVTA.

The resulting contract will be for a term of 5 years with 2 one-year options commencing on October 1, 2020. Termination of the agreement will require 30 days' notice by the cancelling party.

VVTA is a Joint Powers Authority and does not pay the federal excise tax. VVTA is an equal opportunity employer.

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# QUOTE

Using the figure for the SoCal Citygate index price for June 2020 of \$2.06 per MMBtu and the attached quantity of gas as depicted on the attached May 21, 2020 Southwest gas bill please provide the following quote for RNG and the percentages of LCFS credits that VVTA would be guaranteed along with the guaranteed CI value of the RNG proposed:

Total cost of the commodity of Renewable Natural Gas per MMBtu: \_\_\_\_\_

Total Percentage of Brown Gas LCFS credits that VVTA would receive: \_\_\_\_\_

Total Percentage of RNG LCFS credits that VVTA would receive: \_\_\_\_\_

Total Percentage of RIN's credits that VVTA would receive: \_\_\_\_\_

Minimum CI value of proposed RNG: \_\_\_\_\_

Possible maximum CI value of proposed RNG: \_\_\_\_\_

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

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

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

By signing above, I certify that I am a duly appointed official of the organization below who has the authority to contractually bind my organization.

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

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

