

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

**REQUEST FOR QUOTE
(RFQ) 2025-03
CEQA CONSULTANT**

RELEASE: November 20, 2024

**QUOTES ARE DUE NO LATER THAN:
December 13, 2024, 5:00 PM (PST)**

NOTICE REQUESTING QUOTES 2025-03

- 1. Purpose of the Procurement and Period of Performance.** VVTA is requesting quotes from qualified contractors to produce a study and CEQA process on two parcels of property owned by VVTA containing Joshua Trees. The resulting contract will be not to exceed 120 days.
- 2. Obtaining the Request for Quote (RFQ) Document.** RFQuote documents may be obtained from VVTA, in person at 17150 Smoke Tree Street, Hesperia, CA 92345-8305, electronically at www.vvta.org/Procurement or via www.publicpurchase.com. Documents are also available via email request to cplasting@vvta.org. RFQs requested by courier or via USPS mail shall be packaged and sent only at the Bidders' expense.
- 3. Quotes Due Date and Submittal Requirements.** Quotes must be received by **5:00 PM (PST) Friday, December 13, 2024.**

3.1. Quotes will be accepted via email at cplasting@vvta.org, publicpurchase.com, or at the following address:

**Victor Valley Transit Authority
Attn: Procurement Manager
17150 Smoke Tree Street
Hesperia, CA 92345-8305
(760) 995-3563**

It is the Bidder's sole responsibility to ensure that the Quotes are received by the date and time stated above.

4. Bonds. A 10% Bid Bond is required to be included. A copy of the Bid bond may be included with your electronic submission, however, the original must be received at the above address not less than 5 business days after the Bid Due Date.

5. Prevailing Wage. Minimum wage rates for this project have been predetermined by the Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates as determined by the State for similar classifications of labor, the Contractor and his/her subcontractors shall pay not less than the higher wage rate. In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations and are available at the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed. Copies of the prevailing wage rates are on file with VVTA and available upon request.

This work falls under the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and that contractor shall supply VVTA with certified payroll documentation. The Davis-Bacon and Related Acts will apply to contractors and subcontractors performing construction, alteration, or repair with federally funded or assisted contracts \$2,000 or more. Under this Act, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. A current copy of the Davis Bacon Wage Determinations is available upon request. Contractor

shall attach a copy of the prevailing wage to the bid Quote. The award of contract shall be conditioned upon the acceptance of the wage determination.

If State of California prevailing Wage is higher than Davis Bacon, contractor is required to pay the higher rate.

6. Vendor Registration with the California Department of Industrial Relations California SB 854 Compliance. VVTA will not accept a Quote from or enter the Contract with a Bidder, without proof that the Bidder and its Subcontractors are registered with the California Department of Industrial Relations (DIR) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. The Bidder shall enter DIR Registration Number on the Quote.

7. Validity of Quotes. Quotes 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 RFQ at any time without prior notice and VVTA makes no representation that any contract will be awarded to a Bidder responding to this RFQ.

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

INTRODUCTION

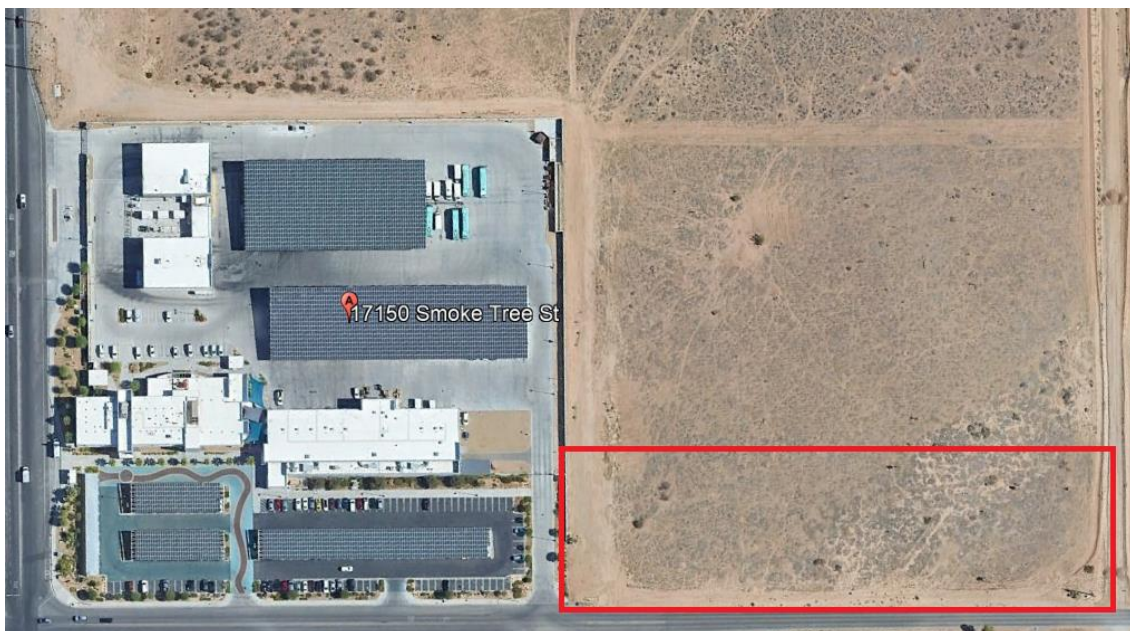
Victor Valley Transit Authority (VVTA), located at 17150, Smoke Tree St, Hesperia, CA 92345, needs the completion of a CEQA for two projects located on adjacent parcels that are scheduled for construction. NEPA requirements have already been accepted and approved by the Federal Transportation Administration.

- A. Hesperia Transfer Hub Project: The Transfer Hub will be located on the south side of a 10-acre lot just east of the VVTA Hesperia Facility on Smoke Tree Street between E Ave and G Ave on APN: 041012105. The Transfer Hub will be constructed on the south 3 acres of the property.

The purpose of the new Hesperia Transfer Hub is to enhance the performance and reliability of public fixed route and demand response transit services provided by the Victor Valley Transit Authority (VVTA) in its San Bernardino County service area. This new Transfer Hub will improve services and reduce operating inefficiencies by providing a new Transfer Hub in the City of Hesperia, replacing the current Hub at the Hesperia Post Office.

The Hub will include 10 (ten) sawtooth cut bus stops, an opening between the sawtooth cut areas to accommodate awaiting passengers, shelter covering to shade the passengers, passenger benches, a small building for two (2) public gendered restrooms, 2-3 stalls each, 2 private gender-neutral restrooms, an office for Security, and a shaded area for vending machines.

The project will also include a parking lot for employees which will be placed directly adjacent to the transfer hub and provide spaces to accommodate approximately 75 passenger vehicles, as well as another parking lot with 15 spaces designated as customer parking.



B. Hydrogen Fueling Station location: The project will consist of one liquid delivered hydrogen station located in Hesperia CA to be constructed on the very southern portion of VVTA's property located at the corners of E Avenue and Live Oak Street, (APN: 041012106 and 041012107) just north of the VVTA Hesperia Maintenance and Operations Facility located at 17150 Smoke Tree St. Hesperia, CA 92345. The station will extend VVTA's current facility on the northwest side to house the hydrogen station equipment and the estimated footprint of the station is 152'w x 98'h.

The station will be equipped with two (2) 350 BAR (H35) dispensers and one (1) 700/350 BAR (H70/H35) dispenser for light duty and heavy-duty applications. The station will be designed with the ability to fuel 2000+ kg per day and be accessible for both public and private use. Liquid hydrogen will be delivered on an as needed basis. Hydrogen production will not be utilized for this project. The design-build project will include the design and construction of the station and its equipment, all fencing, walls, concrete, and path of travel.



SCOPE OF PROJECT

The Victor Valley Transit Authority is seeking the services of Consultants to provide CEQA Services for Its Hesperia Transfer Hub Project and Hesperia Hydrogen Fueling Station Project.

Scope of requested services may include, but is not limited to:

- Preparation of all CEQA documentation according to all applicable State, County of San Bernardino, City of Hesperia, and applicable local requirements, including all notices (Notice of Determination, Notice of Completion, etc.), Initial Study (IS), Categorical Exemption (CE), Negative Declaration (ND), Mitigated Negative Declaration (MND), or Environmental Impact Report (EIR), as determined by the IS, as well as the Responses to Comments, Mitigation Monitoring Reporting Program (MMRP), and Findings;
- Hiring, coordinating and supervising any needed sub-consultant specialists as required for any project, including but not limited to traffic studies/engineering, biological resources, cultural resources, hazard assessments, mapping, easements and other documents as may be required, including construction phase monitoring and reporting.
- Coordination of meetings, CEQA presentations, and consultation with the public in scoping meetings and public hearings;
- Coordination and handling of radius mailing for recipients/addresses as needed for projects to comply with requirements for public comment, public notices, including, producing the radius mailing map if requested by VVTA;
- Collaboration and coordination with VVTA staff and various consultants, as well as state, local agencies, and jurisdictions as required;
- Advise VVTA staff and consultants on CEQA procedures, compliance, requirements and substantive issues, including the public noticing process, filings with state and local agencies, and the feasibility of specific mitigation measures;
- Liaison with regulatory agencies in order to provide guidance to VVTA and others as deemed necessary;
- Ensure regulatory agency requirements are met in a timely fashion, including any necessary submittals to regulatory agencies;
- Consultant shall also provide copies of any written materials, recommendations, letters, draft reports and final reports as required;
- Attendance at various VVTA and public meetings, as required.

Specific scope of work tasks include, but not limited to:

- A. Project Initiation: This task includes meeting with VVTA staff to discuss project history, project description, specific project issues, and CEQA schedule. Consultant will prepare the CEQA project description and submit to VVTA staff for review. An estimated project timeline for a CE, IS/MND, EIR (if needed) must be provided to VVTA as part of the submission to this Request for Quote.
- B. Administrative Draft Initial Study: The consultant shall prepare an Initial Study Checklist to determine the appropriate CEQA documentation for this Project. The format shall be

based on the most current CEQA requirements and checklist per the Office of Planning and Research (OPR).

- C. Exemption, ND, MND or EIR: Based on the analysis within the Initial Study, the Consultant shall prepare either a Draft Exemption, Draft ND with or without Mitigation Measures (MND), or Draft EIR.
- D. Draft ND, MND or EIR: Once the Draft CEQA document is approved by VVTA, the Consultant will prepare all notices and distribute copies of the document to required State, County and local agencies including the City of Hesperia, and other public agencies per the State CEQA Guidelines.
- E. Response to Comments and Final MND or EIR: If an MND or EIR is prepared, the Consultant will respond to all comments received during the public review period of the MND or EIR and prepare a Response to Comments document for the Final CEQA document.
- F. Mitigation Monitoring and Reporting Program (MMRP): If it is determined through preparation of the Initial Study that an MND is the appropriate CEQA document, the Consultant will prepare an MMRP for inclusion in the Final CEQA document, pursuant to Section 21081.6 of the Public Resources Code.
- G. Findings: The Consultant will prepare all necessary CEQA findings for inclusion in the Board of Directors review for approval of the CEQA document.
- H. Noticing: The Consultant will prepare all appropriate and required noticing, which includes but is not limited to: public notices, NOI, NOC and NOD.

FORMAT OF PROPOSALS

- 1. Proposals must be submitted and organized in the order listed below. The proposal 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 Bidder’s ability and experience to operate the project as specified in the RFQ. The following information should be included:
 - I. Corporate hierarchy – i.e., President, Vice President, Corporate Officers, etc....
 - II. Corporate overview of services or activities performed.
 - History of firm – Include a brief history of the firm
 - Founding Date (month and year)
 - Firm size – staff and client base
 - Firm’s vision and mission statement

- III. Employment practices – policies and procedures, training, including safety training and affiliation/accreditation.
- IV. Location of the office from which the work will be provided and the staff allocation at that office.
- e. Identify Project team including, but not limited to:
 - I. Size of Project Team
 - II. Education, qualifications, and specific experience in performing the work that is being solicited in this RFQ, especially related to the construction of a fueling station – hydrogen preferred.
 - III. Project Organization Chart.
- f. Resumes of Key Personnel
- g. Commitment that key personnel will be available throughout the contract and will not be removed without prior approval of VVTA.
- h. Bidder's approach to accomplish the Scope of Work Requirements.
 - I. Description of Bidder's approach to performing services. Proposals must include a description of the services to be rendered per the scope of work including a detailed proposal.
 - II. Provide a work plan or description of how the work will be performed by the contractor. (e.g. – outline a proposed work plan and methodologies that will be employed to accomplish the work)
 - III. The name of the Project Manager / Liaison and a list of personnel to be assigned to the project and the roles and qualifications.
 - IV. Indicate whether your firm will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor, the portion of the work to be subcontracted, and their State of CA Contractor's License Number (if applicable).
 - V. Describe your firm's approach to resolving problems that may be encountered in the field.
- i. Summary of Contracted Services
 - I. Bidder must identify all areas that will be subcontracted and name of the firms performing such work. List their key personnel and their qualifications.
 - II. 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.

- III. VVTA reserves the right to interview any organization and visit any of the facilities listed as subcontractors.
- j. Required Forms (See Attachment B)
 - k. Any other information required by this RFQ or its addenda which may not be listed above.
 - l. Cost/Price Proposal – Bidders shall submit proposed pricing to provide the products/services for the work described in above Scope of Services.
2. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the RFQ, as your firms’ proposal may be deemed non-responsive.

Best Offers. VVTA expects that all responsible and responsive Bidders shall submit their Best Offer upon initial submission in response to this solicitation.

VVTA reserves the right to make an award to a Bidder whose proposal it judges to be most advantageous to VVTA based upon the evaluation criteria, without conducting any written or oral discussions with any Bidders or solicitation of any BAFO.

REQUIRED FEDERAL CLAUSES:

THE RESULTING CONTRACT FROM THIS RFP SHALL BE FINANCED WITH FEDERAL FUNDS

The links below are attached to this RFP and are herein incorporated. By submitting a quote, the Bidder agrees to comply with all reference Federal Regulatory Requirements.

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

The federal regulations Check List – a listing by Contract Dollar amount showing the applicable regulations for any Federally Funded contract:

https://vvta.org/wp-content/uploads/2024/07/VVTA_PROCUREMENT_FEDERAL-CLAUSE-CHECKLIST_2024.07.12.pdf

The following is “Appendix A” of the Federal Procurement Best Practices Manual and includes the full text for all the clauses included in the above checklist:

https://vvta.org/wp-content/uploads/2024/07/FTA_Required_Clauses_24.07.12.pdf

VVTA – RFP 2025-03 PRICE PROPOSAL

The Bidder shall complete the following form and include the same in the Price Proposal package.

By execution below Bidder hereby agrees to furnish the related equipment, and services as specified in Victor Valley Transit Authority’s RFQ 2025-03 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: _____

Please refer to the following table when formatting the price proposal form:

Line 1: CEQA for Hesperia Transfer Hub location

Staff Title	*Hourly Rate	Number of Hours	Total
		SUBTOTAL	

* All Inclusive Rate

Line 2: CEQA for the Hydrogen Fueling Station Location

Staff Title	*Hourly Rate	Number of Hours	Total
		SUBTOTAL	

Total Cost :

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CURRENT CLIENT REFERENCES

Bidder by its signature below, certifies that the following references for CEQA Consultant over the last seven (7) years (use additional pages as necessary): (A minimum of 5 are required)

Agency Name	Contact Name/Phone/Email	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

**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 proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly solicited any other Bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidders or anyone else to put in a sham proposal, 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 proposal fee of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the proposal 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 proposal are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

Signature

Company Name

Printed Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME

This ____ day of _____, _____.

Notary Public

(Seal)

**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 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 Bidder’s Authorized Official

Name and Title of the Bidder’s Authorized Official

Company Name

Date

FTA CERTIFICATION OF RESTRICTIONS ON LOBBYING
(For Contracts Over \$100,000)

I. _____, hereby certify on behalf of _____
(Company Name) that:

1. No Federal or State 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 any State or Federal agency, a Member of the State Legislature or the United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any State or Federal cooperative agreement and the extension, continuation, renewal, amendment or modification of any State or 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 Federal agency, a Member of Congress, or an officer or employee of Congress, in connection with this contract, grant, loan or cooperative agreement, which is funded in whole or in part by Federal funds, 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 any subcontractor at any tier performing work under this Federal-Aid funded Contract and that all subcontractors of any tier shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 § 13 52, 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.

Executed this _____ day of _____, _____

Signature of the Bidder's Authorized Official

Name and Title of the Bidder's Authorized Official

Company Name

Date

PROPOSAL DEVIATION, PRE-OFFER CHANGE OR APPROVED EQUAL

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: _____

Bidder: _____

Email Address: _____

Phone Number: _____

Page Number: _____

Section: _____

Detailed Description of Requested Deviation:

Rationale (Pros and Cons):

SUBCONTRACTOR'S LIST

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

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

AMOUNT OF SUBCONTRACT: \$ _____

CONTRACTOR'S LICENSE NUMBER: _____ DIR Registration #: _____

CERTIFIED DBE? _____ CERTIFICATE # _____
 YES NO

If yes, please provide certification

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

AMOUNT OF SUBCONTRACT: \$ _____

CONTRACTOR'S LICENSE NUMBER: _____ DIR Registration #: _____

CERTIFIED DBE? _____ CERTIFICATE # _____
 YES NO

If yes, please provide certification

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

CONTRACTOR'S LICENSE NUMBER: _____ DIR Registration #: _____

CERTIFIED DBE? _____ CERTIFICATE # _____
 YES NO

If yes, please provide certification

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.

The above does not apply to those Contractors whose invoices are also their packing slip, work order, delivery ticket, etc.

3. **PACKING SLIPS.** Packing slips must accompany each shipment unit (included with each package in shipment), showing VVTA's P.O. number, description, and part number for each item.
4. **ACCEPTANCE.** Goods are subject to VVTA'S inspection and approval within a reasonable time after delivery. If specifications are not met or not approved, material may be returned at the supplier's expense.
5. **DELIVERY.** Unless otherwise indicated on the face of the resulting order, delivery shall be FOB destination. COD shipments will not be accepted. Deliveries for all departments must be made through VVTA'S Receiving Department. Nonpayment may result for goods delivered in any other manner.
6. **PARTIAL DELIVERIES.** Shipments must be identified as partial or complete, along with the number of shipping units.
7. **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.
8. **WARRANTY.** Vendor warrants that the item(s) provided and/or work performed under the resulting contract comply with all specifications are free of liens 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 the 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.
9. **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 includes the Federal required clauses for all procurements with VVTA.
10. **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.

11. **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.
12. **DISADVANTAGED BUSINESS ENTERPRISE.** The supplier shall not discriminate based on race, color, national origin, or sex in the performance of the resulting P.O.
13. **ENERGY CONSERVATION.** The supplier agrees to comply with the requirements of the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.
14. **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.
15. **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.
16. **INSURANCE.** The supplier shall be required to provide a Certificate of Insurance for (1) Workers' Compensation in an amount to meet the requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits covering all persons including volunteers providing services on behalf of the supplier and all risks to such persons under the resulting contract; (2) Commercial/General Liability (CGL) insurance covering all operations performed by or on behalf of the supplier, providing coverage for bodily injury and property damage with a \$2,000,000, per occurrence and \$4,000,000 general aggregate limit. The CGL policy coverage shall include premises operations and mobile equipment; products and completed operations; broad form property damage; explosion, collapse and underground hazards; personal injury; contractual liability and (3) Auto Liability (AL) insurance with a combined single limit (CSL) of not less than \$2,000,000 per occurrence. CGL and AL must contain an endorsement that names VVTA as an additional insured with coverage at least as broad as Additional Insured (Form B) endorsement form ISO, CG 20 10 11 85.
17. **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.
18. **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.
19. **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.
20. **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.

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.
21. **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.
 22. **ACKNOWLEDGMENT.** By delivery of the goods or services purchased herein, the supplier agrees to all the terms and conditions of the resulting P.O.
 23. **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 CEO 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.
 24. **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.
 25. **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.

26. **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
27. **Payment Terms. VVTA terms are 2% 10 net 30. If discount terms are not allowed, then vendor will be paid net 30 days from date of receipt of the invoice.**