



VICTOR VALLEY TRANSIT AUTHORITY

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

RFP 2025-07
PROFESSIONAL ENGINEERING SERVICES FOR
BUILDING MODIFICATIONS FOR HYDROGEN
FUEL CELL BUSES

APRIL 1, 2025

Notice Inviting Proposals RFP 2025-07 Professional Engineering Services for Building Modifications for Hydrogen Fuel Cell Buses

1. Victor Valley Transit Authority (VVTA) is requesting proposals from qualified, responsible contractors for the performance of Work in conformity with the Contract Documents for Architectural and Engineering Services. The performance period shall not exceed 190 days.

2. Obtaining the Proposal Document

Proposal documents may be obtained from Victor Valley Transit Authority electronically at cplasting@vvta.org, www.publicpurchase.com, or www.vvta.org/procurement. Proposals requested by courier or via USPS mail shall be packaged and sent only at the Proposers' expense.

3. Proposal Due Date and Submittal Requirements

Proposals must be received by **3:00 PM (PDT) Thursday, May 1, 2025**.

- 3.1 Sealed Proposals shall be delivered to the following address:

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

- 3.2 Envelopes or boxes containing proposals shall be sealed and clearly labeled with VVTA's RFP number and the solicitation title: "VVTA RFP 2023-04 CONSTRUCTION MANAGER – HYDROGEN FUELING STATION" **The Technical Proposal and Price Proposal shall be in separate sealed envelopes clearly marked "Technical Proposal," and "Price Proposal."**

- 3.3 Proposers are requested to submit to VVTA one (1) original and one (1) electronic copy via DVD/CD or thumb/flash drive of the proposals. As an alternative, Proposers may submit their proposals electronically via www.publicpurchase.com. The Technical Proposal and Pricing Proposal must be separate, uploaded files on publicpurchase.com. A Proposal is deemed to be late if it is received by VVTA after the deadline stated above. Proposals received after the submission deadline shall be returned unopened to the Proposer. It is the Proposer's sole responsibility to ensure that the Proposals are received by the Procurement Manager by the date and time stated above.

4. Prevailing Wage

Minimum wage rates for this project have been predetermined by the US Department of Labor (Davis Bacon Act) and the California Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the US Department of Labor and the prevailing wage rates as determined by the California State Secretary of Labor for similar classifications of labor, the Contractor and his 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 web site at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. 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. Davis Bacon Prevailing Wages, please visit : <http://www.wagehour.dol.gov> and <https://www.dol.gov/agencies/whd/government-contracts/construction/surveys>

5. Vendor Registration with the California Department of Industrial Relations

California SB 854 Compliance -VVTA will not accept a Proposal from or enter a Contract with a Proposer, without proof that the Proposer and its Subcontractors are registered with California

Department of Industrial Relations (DIR) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. The Proposer shall enter DIR Registration Number on the Proposal.

6. Validity of Proposals

Proposals 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 RFP at any time without prior notice and VVTA makes no representation that any contract will be awarded to a proposer responding to this RFP.

7. Pre-proposal Meeting and Questions

There will be a non-mandatory pre-proposal meeting at 10:30AM (PDT), Thursday, April 24, 2025, at 17150 Smoke Tree Street, Hesperia, CA 92345 – room A104 (Board Room). The deadline for questions is 5:00 PM (PDT), Friday, May , 2025. Prospective bidders are requested to submit written questions to the Procurement Manager at cplasting@vvta.org. Responses shall be shared with all known prospective proposers by written addenda only.

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

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INSTRUCTIONS TO PROPOSERS

A. PROPOSAL TIMELINE

Date of RFP:	March 26, 2025
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) 995-3583
FAX No:	(760) 948-1380
Email Address:	cplasting@vvta.org
Pre-proposal Conference (Non-Mandatory)	11:30 AM (PDT), Thursday, April 10, 2025, at 17150 Smoke Tree Street, Hesperia, CA 92345 Room A104
Last Day for Questions	5:00 p.m. (PDT), Friday, April 18, 2025
Addenda and Answers to questions	2:00 p.m. (PDT), Thursday, April 24, 2025
Proposals Due Date	3:00 p.m. (PDT), Thursday, May 1, 2025
Anticipated Award Date	May 19, 2025

B. PURPOSE

Victor Valley Transit Authority (VVTA) is requesting proposals from qualified, responsible contractors for the performance of Work in conformity with the Contract Documents for Architectural and Engineering Services.

To ensure VVTA can safely store, maintain, fuel, and operate FCEBs its facility must be evaluated by professional engineering services, and as necessary, facility upgrades and modifications, and specific safety-related improvements must be made before vehicles can be worked on in the garage. This project is to provide VVTA with professional engineering services to evaluate and upgrade its maintenance facility, fuel island, steam bay, and bus wash for hydrogen fuel cell buses. The facility must be assessed and modified to meet safety codes and standards for a classified "major repair" garage under NFPA 2. Necessary upgrades may include gas detection, lighting and electrical, HVAC, and other appurtenances and essential systems. The project covers design, engineering, procurement support, and construction support for hydrogen-safe facility modifications.

C. BACKGROUND

1. VVTA is a Joint Powers Authority (JPA) created in 1992 to provide comprehensive public transit services to six incorporated towns and several unincorporated communities (represented by the San Bernardino County Board of Supervisors) – all member jurisdictions are located in San Bernardino County, a region that covers an area of approximately 950 square miles.
2. VVTA serves the Victor Valley, a sub region of Southern California north of the Cajon Pass, east of the Los Angeles County line, incorporating much of the Northern portion of the Mojave Desert in San Bernardino County. Victor Valley is part of the Inland Empire, a sub region of the Greater Los Angeles Area.
3. In addition to fixed route, rural routes, and complementary paratransit service, VVTA operates its BV Link – which provides intercity service from Barstow to Victorville and down into the San Bernardino Valley; its NTC Commuter service which operates from Victorville and Barstow to the National Training Center at Fort Irwin; a Micro-Transit pilot program; and a turnkey vanpool operation.
4. VVTA has been designated as a Consolidated Transportation Services Agency (CTSA) for the North Desert Region of San Bernardino County - a very large geographic area including responsibility for volunteer driver transportation services in Trona and Big River.

D. PERIOD OF PERFORMANCE

VVTA intends to award a Fixed Price based contract for a period of 190 days. VVTA reserves the right to award the contract at a time other than stated in the proposed schedule.

E. EXAMINATION OF DOCUMENTS

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required and documents included under the RFP.

F. VENDOR CONTACT

1. All correspondence, communication and/or contact regarding any aspect of this solicitation is authorized only with the designated Contracting Officer identified in “A. Proposal Schedule” above, or their designated representative. Proposers 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 with 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 Proposer that the performance of the Work under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the **RFP** 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 Proposer shall submit a written request for clarification to VVTA within the time period specified above.

G. ADDENDA TO RFP

VVTA reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in the written addendum. VVTA shall provide copies of Addenda to all prospective Proposers officially known to have received the RFP, as well as post to the VVTA website: www.vvta.org/bids. Prospective Proposers, or their agents, shall be responsible to collect the addendum at the address provided in “Contracting Officer” (Section A. above) or receive t h e same otherwise. Notification of the addendum will also be electronically delivered to all such prospective Proposers officially known to have received the RFP and to the address provided by each prospective Proposer. Failure of any prospective Proposer to receive the notification or addendum shall not relieve the Proposer from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted, or modified. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum and all prior addendum in their proposals. Failure to acknowledge in their proposals receipt of addendum may, at VVTA’s sole option, disqualify the proposal.

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

H. EXCEPTIONS / DEVIATIONS

Using the Form for Proposal Deviation – Attachment E – State any exceptions to or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions. Where the proposer wishes to propose alternative approaches to meet VVTA’s technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, the proposer will be deemed to have accepted the contract requirements as set form in the Scope of Work.

I. 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 – Proposer must include a letter of introduction.
 - b. Title Page
 - c. Table of Contents
 - d. Completed Form 330 – Architect and Engineer Qualifications
 - e. Profile of Firm (History, Experience, Changes) – This section should include details regarding the proposer’s ability and experience to operate the project as specified in the RFP. 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.
- f. 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 RFP, especially related to the modification of a fueling station – hydrogen preferred.
 - III. Project Organization Chart.
- g. Resumes of Key Personnel
- h. Commitment that key personnel will be available throughout the contract and will not be removed without prior approval of VVTA.
- i. Proposer’s approach to accomplish the Scope of Work Requirements.
- I. Description of the proposer’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.
- j. Summary of Contracted Services
- I. Proposer must identify all areas that will be subcontracted and name of the firms performing such work. List their key personnel and their qualifications.

II. Proposer must list all services, equipment, and facilities that the proposer 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.

k. Required Forms (See Attachment E)

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

m. Cost/Price Proposal – Proposers shall submit proposed pricing to provide the products/services for the work described in Attachment A – Scope of Work.

2. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the RFP, as your firm’s proposal may be deemed non-responsive.

J. PROPOSAL PACKAGING REQUIREMENTS

1. Please note that **all addenda** must be acknowledged. The proposer is instructed to use Attachment E – Acknowledgement of Addenda – to acknowledge all addenda released during this solicitation.

2. **Sealed original proposal plus one (1) electronic copy, OR via www.publicpurchase.com**, must be received at the address shown in “Proposal Schedule” (Section A) not later than **3:00 PM (PDT) on Thursday, May 1, 2025**. All labor, equipment, materials, and training shall be furnished in strict accordance with the delivery schedule and the Contract terms and conditions. All Proposals shall be valid for a period of ninety (90) days.

3. Proposals 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 proposal be accepted after the due date and time in accordance with PCC 10168.

4. Proposer shall submit the Cost/Price Proposal (Attachment E) in a separate sealed envelope marked “Pricing Proposal”. Prices are to be quoted including California State and Local Sales Tax (the Hesperia Tax Rate is currently 7.75%). Proposer shall pay all taxes which are legally enacted at the time bid is submitted and shall secure and pay for all permits and government fees, licenses, and inspections necessary for the proper execution and completion of the Contract.

6. Proposals including all submittal documents and including price elements shall be submitted by the due date specified, in **two** sealed packages identified as **“VVTA RFP 2025-07 PROFESSIONAL ENGINEERING SERVICES FOR BUILDING MODIFICATIONS FOR HYDROGEN FUEL CELL BUSES – TECHNICAL PROPOSAL”** and **“VVTA RFP 2025-07 – COST/PRICE PROPOSAL”** **On Publicpurchase.com, please upload the technical proposal and the Cost/Price proposal as two SEPARATE documents in the portal.**

7. **NO COST, PRICE OR FINANCIAL INFORMATION OF ANY KIND SHALL BE INCLUDED IN PACKAGE NO. 1, NOR IN ANY OF THE PROPOSAL DOCUMENTS THAT WILL BE INCLUDED IN THIS PACKAGE.**
8. If a Proposer is submitting their proposal electronically through publicpurchase.com, a copy of any required originals (notarized document, bonds, etc....) must be included with their proposal. The original notarized documents, bonds, etc. must be received by VVTA not later than 5 business days after the Proposal Due Date.

K. PRE-CONTRACTUAL EXPENSES

1. VVTA shall not be liable for any pre-contractual expenses incurred by any Proposer in preparation of its proposal. The proposer shall not include any such expenses as part of their proposal.
2. pre-contractual expenses are defined as expenses incurred by the proposer in:
 - a. Preparing a proposal in response to this RFP; and
 - b. Submitting that proposal to VVTA; and
 - c. Negotiating with VVTA any matter related to this proposal; and
 - d. Any other expenses incurred by the proposer prior to date of award, if any, of the Agreement.

L. JOINT PROPOSALS

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

M. TAXES

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

N. MODIFICATION OR WITHDRAWAL OR PROPOSALS

1. A modification of a proposal already received will be accepted by VVTA only if the modification is received prior to the Proposal 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 proposal.
2. A Proposer may withdraw a proposal already received prior to the Proposal Due Date by submitting, in the same manner as the original proposal, to VVTA a written request for withdrawal executed by the Proposer's authorized representative, in accordance with (California Public Contract Code) PCC 10169. After the proposal Due Date, a proposal may be withdrawn only if VVTA fails to award the contract within the proposal validity period prescribed in "Due Date" or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the

time set for receipt of proposals. PCC Section 10169 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 proposals may not be used by a Proposer to submit a late proposal and, as such, will not alter VVTA's right to reject a proposal.

O. SUBCONTRACTORS AND ASSIGNMENTS

1. Pursuant to the provisions of PCC 4104, every proposer shall in the proposal 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 proposer in or about the work in an amount in excess of one-half of one percent of the proposer's total proposal; and
 - b. The portion of the work that will be done by each subcontractor. The proposer shall list only one subcontractor for each portion of work as defined by the proposer in its proposal.
 - c. The dollar amount of the work which will be done by each such subcontractor
2. Proposer shall complete form entitled "List of Subcontractors (Attachment E)" with the above requested information.
3. If the proposer 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 proposer's total Proposal, or if the proposer 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 proposer's total proposal, the proposer agrees to perform that portion.
4. The successful proposer 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 Proposal; 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 Proposal.
5. Each proposer shall set forth in its proposal 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 a commercially useful function to the prime contractor in connection with the performance of the contract.
6. Proposer shall not assign any interest it may have in any Agreement/Contract with VVTA, nor shall proposer 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 sub- contracted 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 proposer of its obligations to fully comply with its obligations under its Agreement with VVTA. Proposer 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. Proposer 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 proposer.

P. DISADVANTAGED BUSINESS ENTERPRISE

This project is subject to Title 49, Code of Federal Regulations (CFR), Part 26, entitled "Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs ("Regulations")." The Regulations in their entirety are incorporated herein by this reference. VVTA has established a Race Neutral Federal Transportation Administrations (FTA) DBE program and as such, there is **no DBE goal** on this project. However, it is the policy of VVTA to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts. VVTA highly encourages the participation of DBE contractors and the utilization of DBE subcontractors in this project.

Q. CONFIDENTIALITY AND PUBLIC RECORDS ACT

Access to government records is governed by the State of California Public Records Act. (Government Code Section 6250 et. seq.) Except as otherwise required by state law, VVTA will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the 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. Blanket-type identification by designating whole pages or sections 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 carefully checked all words and figures inserted in said RFP 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 RFP 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 PROPOSALS

1. VVTA reserves the right to reject any or all proposals for sound business reasons, to undertake contract negotiations with one or more Proposers, and to accept that proposal, which in its judgment, will be most advantageous to VVTA, price and other evaluation criteria considered. VVTA reserves the right to consider any specific proposal, which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be non-responsive. VVTA reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other Proposers.
2. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposers 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 proposal that includes unacceptable conditions, exceptions, and deviations.

S. SINGLE PROPOSAL RESPONSE

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

T. CANCELLATION OF PROCUREMENT

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

U. AVAILABILITY OF FUNDS

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

V. VVTA'S RIGHTS

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

W. CONFLICT OF INTEREST AND CODE OF CONDUCT

1. POLICY OVERVIEW

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

2. GUIDELINES FOR CONTRACTOR RELATIONSHIPS

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

No Architect and Engineering (A&E) personnel or support staff shall:

- (a) Make recommendations or be involved in preparation of specifications for any contracts for which that A&E 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 A&E personnel.

X. EVALUATION, NEGOTIATION AND SELECTION

The Selection of Architects and Engineers statute requires the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to the specific criteria published in the RFP. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm. The information used to evaluate firms is from the completed Form 330 Architect-Engineer Qualifications and information requested in Section I – Format of Proposals.

1. OPENING OF PROPOSALS

The proposals will be reviewed and evaluated in accordance with the criteria and procedures described in this document. Proposers determined to be within a competitive range and that have a reasonable chance of receiving a contract may be contacted to schedule a meeting with VVTA to carry out further negotiations and discussions. VVTA reserves the right to award a proposer without further discussions, negotiations, or it may determine that no proposer meets the needs of VVTA.

2. EVALUATION TEAM

An evaluation team will be assembled by the VVTA Chief Executive Officer (CEO) or his/her designee. The team may be made up of staff of VVTA and may include representatives of other nearby government agencies affected by or have specific knowledge of this type of procurement.

3. PROPOSAL SELECTION PROCESS

- a. The following describes the process by which proposals will be evaluated and a selection made for a potential award. Upon receipt of the proposals, copies will be distributed to the evaluation team members, together with scoring sheets, which include the evaluation criteria, and the points assigned to each category.
- b. Each team member will review the Proposers' submittals in conjunction with the criteria contained in Section X.5., below. All Proposals shall be evaluated and ranked for the purpose of determining the competitive range and to select a proposal determined to be the most advantageous to VVTA.
- c. Proposals that do not comply with the instructions contained in these RFP 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 RFP and/or submitted proposal(s). VVTA reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted proposals may be rejected if there is any alteration of the RFP forms, additions not called for, conditional proposals, incomplete proposals, or irregularities of any kind. VVTA reserves the right to reject any proposal not in compliance with the solicitation documents or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted proposals shall be sent to all Proposers. **ALL UNSIGNED PROPOSALS SHALL BE REJECTED.**

- d. Submittal of a proposal shall mean that the Proposer has accepted the VVTA Contract Documents in their entirety without exception.
- e. When the individual members of the evaluation teams have completed their evaluations, the entire team will meet to discuss and review the proposals. Once the discussions have been completed, members will have an opportunity to revise their scores independently. A final consensus meeting shall be held to confirm the most technically qualified and best value proposal submitted for award. The VVTA Contracting Officer, or designee, shall serve as Facilitator of the Evaluation Committee.
- f. Proposals 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.

4. **QUALIFICATION REQUIREMENTS**

- a. The Proposers, whose proposals have been determined by the evaluation process to be in the competitive range, may be notified and scheduled to meet with VVTA for further discussions, clarifications, and negotiations. The meeting will only occur if further discussion is required by the Evaluation Committee. VVTA reserves the right to award and contract to a Proposer without any meeting or further discussions.
- b. Any Proposal deviations submitted by the Proposer will be discussed as part of the negotiations process. However, VVTA at its discretion may in its best interest, reject any and all such conditions, exceptions, and deviations. Any proposal which fails to comply with the VVTA instructions and requirements listed in the solicitation documents shall be deemed non-responsive and their proposal shall be rejected.
- c. As part of the negotiation process, VVTA reserves the right to conduct factory visits to inspect the Proposer's facilities. VVTA shall also have the right to contact other p a r t y with whom the Proposer has experience with this type of request, and other relevant references which the Proposer has listed.
- d. At the conclusion of the discussion and negotiation processes, each of the Proposers still determined by VVTA to be within the competitive range will be afforded the opportunity to submit a revised proposal with a clear understanding that VVTA will then choose that proposal, which it finds to be most advantageous based upon the evaluation criteria and final scoring. The results of the evaluations and the selection of a proposal for any award will be documented in a report to the final approval authority within VVTA.

5. PROPOSAL EVALUATION CRITERIA AND SCORING

- a. Listed below is the point scale system by which proposals from responsible Proposers will be evaluated and ranked for the purpose of determining any competitive range and to make any selection of a proposal for a potential award.

<u>EVALUATION CRITERIA</u>	<u>MAXIMUM POINTS</u>
<u>RESPONSIBILITY AND RESONSIVENESS DETERMINATIONS</u>	PASS/FAIL
The following sections relate to the information provided in Form 330 as well as information provided in the offeror’s proposal.:	
<u>1. Section E Resumes of Key Personnel Proposed for the project:</u> Qualifications and experience of management, staff and other personnel, comprehensiveness of plan and team’s familiarity with the provision of Design and Engineering Services for Building Modifications related to Hydrogen fuel and/or CNG buses. The matrix is also intended to graphically depict which key personnel identified in Section E worked on the projects listed in Section F	30
<u>3. Section F Example Projects</u> Select projects where multiple team members worked together, if possible, that demonstrate the team’s capability to perform work like that required for this project.	30
<u>4. Schedule:</u> Information provided under section 4 of the Scope of work.	30
<u>6. Approach to the Scope of Work:</u> Information provided under section I.1.I of the instructions to proposers, regarding sections 7-17 of the scope of work. Proposer’s approach to accomplish the Scope of Work Requirements.	50
<u>7. REFERENCES:</u> Based on the references provided in Proposal as requested in Attach E – Required Forms. The Evaluation Facilitator will check references and score them.	20

TOTAL POSSIBLE POINTS: 190

- b. Evaluations will be made in strict accordance with all of the evaluation criteria and procedures specified in “Proposal Selection Process” (Section Y.3.) above. VVTA shall select for any award the highest ranked proposal from a responsible Proposer, qualified under “Qualification Requirements” (Section Y.4.), which does not render this

procurement financially infeasible and is judged to be most advantageous to VVTA based on consideration of the evaluation “Proposal Evaluation Criteria” (Y.5.).

7. QUALIFICATION OF RESPONSIBLE PROPOSERS

Proposals will be evaluated in accordance with requirements of “Qualification Requirements” (Section Y.4.) to determine the responsibility of Proposers. Any proposals from Proposers whom VVTA finds not to be responsible and finds cannot be made to be responsible may **not** be considered for the competitive range. Final determination of a Proposer’s responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by VVTA, and information resulting from Agency inquiry of Proposer’s references, and its own knowledge of the Proposer.

8. DETAILED EVALUATION OF PROPOSALS AND DETERMINATION OF COMPETITIVE RANGE

- a. Each proposal will be evaluated in accordance with the requirements and criteria specified in “Proposal Selection Process” (Section Y.3.)
- b. The following are the minimum requirements that must be met for a proposal to be considered responsive for inclusion in the competitive range. All of these requirements must be met; therefore, they are not listed in any particular order of importance. Any proposal that VVTA finds not to meet these requirements and that cannot be remedied as part of the negotiation process will be determined to be non-responsive and will not be included in the competitive range. The minimum requirements are as follows:
 - i. Proposer is initially evaluated as responsible in accordance with the requirements of “Qualification Requirements” (Section Y.4.) Final determination of responsibility will be made through the evaluation process.
 - ii. Proposer has demonstrated its responsiveness by following the instructions of the RFP and including sufficient detailed information, such that the proposal can be evaluated. Any informalities in regard shall be determined by VVTA to be either a defect and non- responsive or an informality that VVTA will waive in accordance with “Acceptance/Rejection of Proposals” (Section S.)
 - iii. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.
- c. VVTA will document its evaluations in accordance with the criteria and procedures of “Proposal Selection Process” (Y.3.). Any proposal deficiencies which may render a proposal non-responsive and non-responsive will be documented. VVTA will make specific notes of questions, issues, concerns, and areas requiring clarification by Proposers and to be discussed through any contact with Proposers, which VVTA finds to be within the competitive range. Rankings and spreads of the proposals against the evaluation criteria will then be made by VVTA as a means of judging the overall relative spread between proposals and of determining which proposals are within the competitive range or may be reasonably made to be within the competitive range.

9. PROPOSALS NOT WITHIN THE COMPETITIVE RANGE

Proposers of any proposals that have been determined by VVTA as not in the competitive range will be notified in writing, including the shortcomings of their proposals.

10. DISCUSSIONS WITH PROPOSERS IN THE COMPETITIVE RANGE

- a. The Proposers, whose proposals are found by VVTA to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them in writing. Each such Proposer may be contacted by VVTA to discuss answers to written or oral questions, clarifications, and any facet of its proposal.
- b. If a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations, or understandings to any Contract requirements as provided in "Form for Proposal Deviation" (Attachment E), said conditions, exceptions, reservations, or understandings may be negotiated during contract negotiations. However, VVTA shall have the right to reject any and all such conditions and/or exceptions, which fail to comply with the VVTA instructions and requirements listed in the solicitation documents may be deemed non-responsive and their proposal to be outside the competitive range and rejected.
- c. No information, financial or otherwise, will be provided to any Proposer about any of the proposals from other Proposers. Proposers will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be too high with respect to the marketplace or unacceptable. Proposers will not be told of their rankings among the other Proposers.

Site Visits. At its sole discretion, VVTA reserves the right to conduct site visits to inspect other transit systems which the Proposer has supplied, including representative examples of the equipment and installation provided similar to the scope of this RFP.

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

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

**** End of Instructions to Proposers ****

RFP 2025-07 PROFESSIONAL ENGINEERING SERVICES FOR BUILDING MODIFICATIONS FOR HYDROGEN FUEL CELL BUSES

ATTACHMENT A – SCOPE OF WORK

HYDROGEN FACILITY UPGRADES:

To ensure VVTA can safely store, maintain, fuel, and operate FCEBs its facility must be evaluated by professional engineering services, and as necessary, facility upgrades and modifications, and specific safety-related improvements must be made before vehicles can be worked on in the garage. This project is to provide VVTA with professional engineering services to evaluate and upgrade its maintenance facility, fuel island, steam bay, and bus wash for hydrogen fuel cell buses. The facility must be assessed and modified to meet safety codes and standards for a classified “major repair” garage under NFPA 2. Necessary upgrades may include gas detection, lighting and electrical, HVAC, and other appurtenances and essential systems. The project covers design, engineering, procurement support, and construction support for hydrogen-safe facility modifications.

Services for the hydrogen upgrades and improvements for this project will be completed in three phases:

- a. Design and Permitting Phase
- b. Bid and Award of Construction/Installation Contract Phase
- c. Construction Support and Closeout Phase

2. PROJECT LOCATION & DESCRIPTION

VVTA's maintenance facility, bus wash, steam bay, and fuel island are located at 17150 Smoke Tree St. Hesperia, CA.

The VVTA Maintenance Building has floor area of 20,457 square feet (25,750 total gross square feet) with 9 bus repair bays (including two pit bays), a parts room with mezzanine, small break room, tire storage and work area, office areas, tool storage, central fluid storage, and is equipped with nineteen exhaust fans, including two high-output, Greenheck 36-AFSW-21 exhaust fans rated to 20,000 CFM each. The total cumulative rating for every exhaust fan in the Maintenance Building exceeds 80,000 CFM.

The bus wash and steam bay located in the north-west corner of the facility, are approximately 1,900 square feet each, are open on both sides, roof covered, and have fire suppression.

The fuel island located in the north-west corner of the facility has 3 service lanes equipped with (2) CNG dispensers, (1) remote CNG dispenser, (2) unleaded dispensers, vacuum reels, hose reels, and (2) planned hydrogen dispensers. A canopy/roof covers the entire service area and is open on 3 sides.

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VVTA currently maintains and operates a fleet of compressed natural gas (CNG) buses. The facilities are equipped to work on and fuel CNG buses currently. VVTA is in contract to add a Hydrogen Fueling Station with 2 H2 dispensers being placed at VVTA's current fuel island located on the north-west side of the facility.

3. PROJECT COORDINATION

- a. Consultant shall coordinate design with VVTA. An initial pre-design conference shall be scheduled after the award of the contract. Thereafter, regularly scheduled meetings shall be held for discussion of report and schematic drawings, design development drawings, and Construction Document Submittal. Consultant shall set the agenda and notify affected parties of meeting dates and locations. Consultant shall produce minutes of all meetings and distribute the minutes within two (2) working days to the affected parties. Meeting minutes shall include completed items, items in progress, upcoming items, changes, budget impacts, the amount of project days elapsed, and project days remaining. Consultant is also expected to make and publish action item checklists and other pertinent documentation to successfully manage the project's design. Consultant shall notify VVTA immediately of any problem(s), which may impact either the project's original scope, schedule, or budget.

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ATTACHMENT A – SCOPE OF WORK**

- b. Consultant shall coordinate with VVTA, utility companies, regulatory agencies, and the Constructor in the design and construction of the project.

4. SCHEDULE

- a. Consultant shall prepare a schedule for the project's design, to include all design activities including appropriate sub activities, start dates, submittal dates, completion date relationships, and duration. The schedule must include a minimum of five working days (5) for review by VVTA for all deliverables submitted by the Consultant (as specified by the scope of work).
- b. A preliminary schedule shall be submitted to VVTA for approval within five (5) working days after the Notice to Proceed (NTP) is issued. The schedule shall indicate a logical sequence for completing the work within the allotted time. Within ten (10) working days after VVTA approval of the preliminary schedule, a final schedule shall be submitted for approval by VVTA. Upon approval, this schedule shall be designated the project design schedule from which contract progress shall be tracked. Periodic updates of the schedule to show progress may be required bi-weekly, but not less than monthly.
- c. Consultant shall also provide an estimate of working days for the construction of the project.

5. WORK PERFORMANCE

- a. Consultant shall commence work immediately upon issuance of the NTP. Consultant shall use diligence in completing the work in accordance with the schedule.
- b. In case of conflict, ambiguities, discrepancies, errors, or omissions among any of the items of work, the Consultant shall submit the matter to VVTA for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors, or omissions that are performed by the Consultant prior to clarification by VVTA shall be at the Consultant's risk and may not be eligible for payment by VVTA. Such conflicts, ambiguities, discrepancies, errors, or omissions among the references shall not give rise to a claim by the Consultant for extra work unless the Consultant can demonstrate that it has incurred additional expenses as a result thereof.

6. PROFESSIONAL REGISTRATION

- a. Consultant's personnel who are responsible for the architectural, civil, structural, mechanical, plumbing, or electrical engineering design work shall be currently registered in the State of California to practice in the particular professional field involved and shall sign and seal all plans for which each has responsibility.

7. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

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- a. Consultant shall implement and maintain its QA/QC plan in effect during the performance of the services under the Contract to ensure all reports, plans, specifications, estimates, and other documents submitted under the Contract shall be complete, constructible, accurate, checked, and proofread (with zero mistakes) to meet professional engineering practices in effect at the time of execution and throughout the life of the Contract.
 - b. Consultant shall submit a copy of its quality control/quality assurance plan for this project within five (5) business days upon receipt of a notice to proceed (NTP). Consultant's QA/QC plan shall be submitted to VVTA for review and comment.
 - c. Consultant's QA/QC plan shall include, at a minimum, the following quality control measures: Calculations shall be independently checked. Plans shall be independently cross-checked and corrected.
 - d. Drawing Titles shall match on the Title Sheet and on each individual drawing sheet.
 - e. The title sheet for specifications and reports, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the professional engineer responsible for their preparation.
 - f. Consultant shall coordinate between various engineering disciplines to ensure a complete and coordinated design.
 - g. Consultant shall perform a quality assurance review of plans, specifications, estimates, reports, and other documents prior to 90%, 100%, and final submittal to VVTA. Consultant shall also submit a certification statement with both the 90% and 100% deliverables.
8. PROJECT SCOPE FOR FACILITY UPGRADES FOR HYDROGEN:
- a. The Consultant shall provide design, engineering, procurement support, and construction support services for the implementation and execution of hydrogen-safe facility modifications. Design, Engineering, and installation scopes shall comply with all current applicable local, state, and national codes and standards, including, but not limited to:
 - i. NFPA 2, 30A, 70, (NEC), 52
 - ii. Latest or locally adopted versions of California Fire, Electrical, Building, and Mechanical code. (CFC, CEC, CBC, CMC).
 - iii. Title 24
 - iv. ASME, ANSI
 - b. VVTA will not consider designated bays/partition areas for modifications, the full facility must be evaluated and modified as needed to allow work on hydrogen vehicles.

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- c. The ongoing service of existing vehicles within the facility (i.e., CNG, battery electric, gasoline, etc.) must be considered and included within the scope of design and engineering.
- d. Design and engineering shall include the evaluation of the existing facility, as well as improvements necessary for the safe maintenance and regulatory compliance of FCEBs. Examples include:
 - i. HVAC systems, including heaters, approved for use. Ventilation systems, both steady-state and under alarm conditions.
 - ii. Gas and flame detection and alarm, including CH₄ H₂, CO, and NO_x.
 - iii. Areas of utilizing open flames, arcing/sparking tools, and welding.
 - iv. Architectural considerations, such as low or high spots where fugitive gas or vapor may accumulate or concentrate.
 - v. Emergency detection systems, alarms, and notification appliances
 - vi. Separate Hydrogen defueling assembly/station.
- e. The Consultant shall be responsible for the design, engineering, drafting, permitting, and publishing of construction plans and specifications. Preliminary plans must be prepared for VVTA review before any permitting or construction bidding scopes. VVTA's review, comments, and approval shall not relieve the Consultant from responsibilities for their design and professional practices. This requirement includes ensuring that all parties on the Consultant's team, performing the work, are properly qualified and licensed in the necessary professions and jurisdictions. Specifically, Final Design documents and calculations require the seal of a Professional Engineer (PE) registered in the State of California.
- f. The Consultant will be responsible for obtaining all required approvals from applicable Authorities Having Jurisdiction (AHJs), including the City of Hesperia, the San Bernardino County Fire Department, and all other entities. Preparing construction documents for the project shall include, but not be limited to architectural, structural, mechanical, electrical, plumbing, HVAC, and control systems. The Consultant shall consider the following criteria for the design of the systems:
 - i. Consultant shall review existing record drawings and any existing gas detection and ventilation systems, including incorporated modifications since the buildings were constructed.

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- ii. Consultant shall review the scope of work and conduct a site audit to assess existing conditions, including the current state of regulatory compliance.
- iii. Consultant shall communicate and coordinate with VVTA to obtain locations of gas detection control panels, electrical distribution panels, HVAC systems, and any other information that will affect the design.
- iv. Consultant shall propose new materials and appliances in the event existing conditions are obsolete or no longer compliant with current regulations. Consultant shall evaluate the existing gas detection system to determine the possible re-use of all or portions of the system. The Consultant shall design additional new hydrogen detection and flame detection systems compatible with the use of FCEBs, in addition to any gas detection systems as needed. The alarm and alerts for hydrogen must be distinguishable from any other alarms and alerts (i.e. CH₄, CO, etc.) on the system and identifiable to all personnel by lights and sounds.
- v. Evaluation of the existing ventilation systems shall include a review of the existing systems' efficiency and compliance throughout the entire facility. The Consultant shall also review the existing system's electrical and mechanical properties which will influence the modifications to the ventilation systems. An Air Balance Test Report (Testing, adjusting, and balancing (TAB report)) on the existing ventilation functionality is required and must be submitted during the "Study and Schematic Design" Phase. New proposed H₂ detection systems must consider existing and proposed airflow, including areas of trapped air or gas. Installation of additional gravity vents and ventilation fans anywhere which pockets of isolated and stagnant air may occur should be considered.
- vi. Consultant shall evaluate all electrical conduits, appliances, and applicable materials to ensure they meet the design standards and specifications for placement within 18" of the ceiling deck (NEC Class 1, Div. 2 Electrical Hazard). If the system is not compliant, design and specify all modifications to meet requirements.
- vii. Consultant shall evaluate, consider for, design, and specification of approved heating appliances.
- viii. Consultant shall evaluate a designated hydrogen bus defueling location and solution.
- ix. Consultant shall evaluate the existing capacity of the support members, space limits, and constraints that will affect the design and installation of the additional detection systems and modifications of the ventilation systems. Consultant shall recommend to VVTA the required modifications to the existing supporting members to accommodate the operation of FCEBs. VVTA shall review the information presented and provide direction to the Consultant on the next step of work.

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- x. Consultant shall prepare designs that replace, re-route, add, or connect the new and modified systems to existing structures, circuits, conduits, conductors, and accessories, as required. The Consultant must ensure all designs will result in efficient and complete working systems. Building elements affected by the installation of new hydrogen detection and flame detection systems, and modifications of existing systems shall be improved and restored to a condition existing before the project commenced and/or to VVTA's satisfaction.
- g. Consultant shall recommend to VVTA, in a report, all modifications, improvements, and enhancements to existing gas detection systems, ventilation systems, and any other upgrades to the facility's systems. The Report shall be submitted with the preliminary schematic design. Consultant shall meet with and discuss recommendations with VVTA before proceeding with the Design Development Phase.
- h. Consultant shall provide VVTA with plans, specifications, and a Project Construction Cost (PCC) estimate after the various design phases of the project, beginning with the Study (Report) and Schematic Design Phase. The project cost estimate is to be updated upon publishing of drawings intended for permitting, as well as final construction drawings.
- i. Consultant shall assist VVTA with identifying and establishing a project stakeholders list. The Consultant shall coordinate with any project stakeholders, contractors, or consultants, as needed and as directed by VVTA throughout the duration of the project.

9. DESIGN PHASE

10. STUDY AND SCHEMATIC DESIGN

- a. Consultant shall review VVTA's scope of work and conduct an evaluation of any existing gas detection systems, ventilation systems, and any other facility systems, equipment, and appliances, and make recommendations to VVTA in a brief study or report. Consultant shall review existing record documents, visit the site, verify all dimensions, space limitations, weight, utilities, and other physical parameters of the existing systems that will influence design and modification.
- b. Consultant shall communicate and coordinate with VVTA and other stakeholders to obtain all information and requirements that will affect the design.
- c. Consultant shall ensure all scope of construction, modification, and installation proposed in the study and schematic drawing fully reflect the requirements of the applicable AHJ(s). If required by the AHJ or any other regulation or agency applicable to the Project: Consultant shall provide and submit additional drawings, reports, documents, or specifications (irrespective of discipline) required for the approval of the project.
- d. Consultant shall also review all data, criteria, or other information furnished by VVTA and make recommendations for revisions, as they consider appropriate.

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- e. Consultant shall prepare and submit to VVTA for approval a statement of PCC. Underlying cost data must be current and based on recent (<12 months) applicable empirical (past project) data, or from prevailing accredited industry publications. The scope of the project cost must reflect the construction, installation, modification, commissioning, and testing, based on the Consultant's own study and schematic design.
- f. Consultant shall review the report, schematic design, statement of PCC, and recommendations with VVTA and receive VVTA's approval before proceeding with the Design Development Phase.
- g. Consultant shall submit an electronic copy of schematic drawings and cost estimates in electronic format of VVTA's desire via email or a file-sharing service, as directed by VVTA.

11. DESIGN DEVELOPMENT AND PUBLISHING OF DRAWINGS FOR PERMITTING

- a. Consultant shall prepare from the Schematic Design and Study approved by VVTA, the Issue for Permitting (IFP) document package consisting of drawings and other documents that fix and describe the size and character of the entire Project. The package shall include drawing sheets and details for the following relevant design elements (the following is not intended to serve as a comprehensive list):
 - i. Architectural
 - (1) New proposed walls, ceilings, trim, doors/doorways, signage, and associate details
 - ii. Civil/Structural
 - (1) Structural mounting details for any new necessary HVAC system components (Note that the facility modifications scope intends to maintain the existing structural and civil design of the facility)
 - iii. Mechanical
 - (1) Additions or modifications to existing HVAC system(s) or equipment
 - iv. Addition of infrared (IR) heaters approved for use (if necessary)
 - v. Addition of supply fan(s), exhaust fan(s), and make-up-air units.
 - vi. Electrical & Control Systems
 - vii. New or modified gas detection and flame detection appliances and systems(s)
 - viii. New feeder schedule and electrical power distribution (if necessary)
 - ix. Conduit/conductor list
 - x. CA Title 24 compliance
- b. The IFP drawings must identify all project elements that affect the function and operation of each portion of the facility. The IFP package must be complete, and sufficient to be built upon. Although not intended for construction, the IFP package must be consistent with and possess equal detail to the subsequent construction drawing package.

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- c. A rough draft of the specifications shall be submitted to VVTA. Technical specifications shall be developed in CSI format. The technical specifications shall be complete and ready for construction, including all specifications to support the plans, identify the material, indicate inspection and testing requirements, and ensure a quality project. Specifications shall be prepared in such a format and manner as to stimulate competition between contractors while following industry standards. The specifications shall be submitted to VVTA in Microsoft Word and PDF formats.
- d. Consultant shall submit to VVTA for approval, a refined statement of Project Construction Cost (PCC). If the PCC at this phase is more than the PCC approved during the Schematic Phase, the Consultant may be required to provide alternatives to reduce the PCC. Revisions shall not be considered extra work, and therefore not subject to additional payment. Consultant shall advise VVTA of any adjustments in the PCC due to changes in project requirements or general market conditions.
- e. Consultant shall submit an electronic copy of plans, technical specifications, and the cost estimate to VVTA for review and comment in electronic format of VVTA's desire via email or a file sharing service, as directed and approved by VVTA.

12. PERMITTING THROUGH APPLICABLE AHJ

- a. Consultant shall draft, complete, and submit the following items to the local AHJ, as well as any other applicable regulatory agency, for review and approval:
 - i. Application(s) local entitlement or discretionary permits (if applicable).
 - ii. Application(s) for all applicable construction permits
 - iii. IFP package
 - iv. Any and all documents requested for review
- b. Consultant shall obtain plan check approval and pay for all plan check fees incidental to the Work to the appropriate regulatory agencies. Plan check fees for the original plan check submission and one re-submittal will be reimbursed to the Consultant at the actual cost, excluding any markup and labor costs. All other plan check fees shall be the responsibility of the Consultant. "Trade permit," defined as permits issued by the AHJ or other regulatory agencies that do not require review and approval of plans, are excluded from this scope.

13. CONSTRUCTION DOCUMENT DEVELOPMENT

- a. Upon receiving plan check approval, the Consultant shall revise the IFP package to reflect any necessary changes as a result of comments or requests made by the local AHJ and applicable regulatory agencies.
- b. Upon completion of necessary edits to the IFP package, the Consultant shall submit an electronic copy of all drawings, specifications, and applicable documents to VVTA for review and final approval in PDF format, or an VVTA-approved format via email or a file-sharing service, as directed by VVTA. Consultant shall incorporate any comments

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received into their prepared documents until final approval is provided. Upon final approval from VVTA, the Consultant shall publish a complete document package meeting the needs, comments, and requests made by VVTA and all applicable regulatory agencies, into a final Issue for Construction (IFC) document package.

- c. Upon publishing the IFC package, the Consultant shall prepare, for VVTA's approval, a final preliminary estimate of the PCC that does not exceed the available funds to complete the project. If the estimate is more than available funds, the Consultant may be required to provide alternative upgrade plans for VVTA's consideration at no extra compensation. Consultant shall advise VVTA immediately of any adjustments in the PCC due to changes in project requirements or general market conditions.
- d. Consultant shall provide a tentative milestone schedule for construction based on works expressed by the published IFC package. In addition to the evaluation of technical details and parameters, the Consultant must utilize past empirical experience from applicable projects of a similar nature.
- e. Consultant shall be responsible for the working drawings, technical specifications (CSI format), and cost estimate for the construction of the Project consistent with contemporary professional standards as is necessary to enable the construction of the Project. VVTA shall provide all bid documents, including the Agreement between VVTA and the Constructor.

14. CERTIFICATION

- a. Upon approval of the final design submittal package and prior to final payment for the Design Phase, the Consultant shall provide VVTA with a statement of certification that the design is in compliance with the requirements of the Contract, and Consultant has used reasonable care and diligence, and the design is complete and ready for construction. Further, the Consultant shall be obligated to perform all required redesign work to correct any design errors or omissions discovered during bidding or construction at no additional cost to VVTA.

15. BIDDING AND AWARD OF CONSTRUCTION CONTRACT

- a. The procurement and requisition of bids by Constructors is not within the scope of the Consultant's responsibilities. However, the Consultant shall assist VVTA with the procurement, requisition, and review of solicited bids. Specific tasks that shall be within the scope of the Consultant are as follows:
 - i. Answer all questions posed by prospective Constructors that are technical in nature, relevant to the IFC package, or otherwise necessary for the complete scoping of the prospective constructor's works.
 - ii. Review proposed modifications or substitutions to materials and design by Constructors.

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- iii. Review bids to ensure technical and scope compliance with Consultant published documents.
- iv. Revise the IFC package as necessary, based on applicable addenda issued during the solicitation. Revisions must be completed by the Consultant in time for inclusion in the construction contract between VVTA and the Constructor.
- v. Consultant is required to attend a mandatory pre-bid meeting with prospective Constructors at VVTA's facility in Hesperia.

16. CONSTRUCTION SUPPORT SERVICES

- a. The Construction Support Phase shall commence with the award of the Construction Contract and shall terminate with the closure of all applicable construction permits, as well as VVTA's acceptance of "As-Built" drawings.
- b. The design Consultant is required to attend a mandatory pre-construction meeting that will be held at VVTA's Hesperia Facility.
- c. Constructor shall be responsible for obtaining all construction permits from governmental authorities having jurisdiction over the Project. Consultant shall immediately, at their expense, complete all necessary changes to the plans or specifications, as required by any regulatory agencies, in order for Constructor to obtain the necessary permits.
- d. Consultant shall make periodic site visits, to familiarize themselves with the progress and quality of the construction work. Consultant must also determine if the construction work is proceeding in accordance with the contract documents. Consultant shall inform VVTA of any potential defects and deficiencies in the work of the Constructor.
- e. Consultant shall recommend to VVTA the rejection of any work performed by Constructor, which does not conform to the contract documents. Consultant shall recommend to VVTA, special inspection or testing of any work in accordance with the provisions of the construction documents whether or not such work be fabricated, installed, or completed.
- f. Consultant shall review and approve all shop drawings, samples, and other submissions of the Constructor as required by the construction documents, for conformance with the design concept of the Project.
- g. Consultant shall respond to the Constructor's entire Request for Information (RFI) within five (5) working days upon receipt of an RFI. However, after construction starts and during construction, timing for reviews becomes critical and only two (2) business days will be allowed for responding to proposed RFIs, and amendments.

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- h. Consultant shall assist VVTA in reviewing proposed Change Orders and shall prepare sketches and/or revise contract drawings and specifications, and cost estimates related thereto. The Consultant shall also obtain timely plan check approval from local agencies of jurisdiction (e.g., city, county, etc.) for permit plan changes.
- i. Consultant shall conduct inspections of the project site to determine dates of partial completion, substantial completion, and final completion. Consultant shall review written guarantees and related documents assembled by Constructor and shall recommend to VVTA the issuance of the final certificate for payment.
- j. Consultant shall be present during final system commissioning (HVAC, detection system, etc.) and be witness to performance testing. Consultant shall provide written acknowledgment and approval that the system is functioning as designed and meets all applicable codes and standards. This may be conducted in tandem with AHJ & fire department final inspection.
- k. Consultant shall be responsible for the preparation of the “As-Built” drawings based on the information supplied by the Contractor and based on the information from the Consultant’s field inspections of the project site after construction is completed. The “As-Built” information shall be assembled and placed on the original drawings by the Consultant as the final revision to the drawings.
- l. Consultant shall provide support services during construction of the Project. Consultant will be responsible for construction support, inspection, testing, and reports required during the construction support phase. The services, information, testing, and reports required shall be furnished at the Consultant's expense.

17. AS-BUILT PROJECT DOCUMENT

- a. All submittals from the Consultant to VVTA shall be consistent with the schedule and Task in Section 3.1. Submittals shall be reviewed and commented on by VVTA. The Consultant shall address all comments, revise the design/construction document, and re-submit to VVTA for verification in the next phase submittal, not more than one (1) week upon receipt of the review comments unless otherwise requested by VVTA.
- b. Deliverables shall be submitted separately for each part of the project in accordance with the specific requirements listed below:
 - i. Consultant shall submit one (1) half-size hard copy and (1) full-size hard copy of the as-built drawings to VVTA for verification of the completeness. Consultant shall incorporate any changes required by VVTA into the final “As-Built” drawings. Constructor to provide Redline drawings.
 - ii. Upon completion of the “As-Built” drawings, the Consultant shall furnish sealed and signed Mylar originals of the complete drawings to VVTA. Submit one (1) set of the completed as-built drawing files in AutoCAD, version 2018 or newer, DWG format,

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including all applicable plot files, along with one (1) set of electronic drawing files in PDF format, or a VVTA-approved format via email or a file-sharing service, as directed by VVTA prior to release of final payment.

- iii. One (1) electronic copy of all design calculations for the Project shall be submitted to VVTA, in a neat condition and logical sequence, in PDF format, or a VVTA-approved format via email or a file-sharing service, as directed by VVTA.

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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 proposal, the PROPOSER agrees to compliance with all reference Federal Regulatory Requirements.

It is the responsibility of the Proposer 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:

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 of the clauses included in the above checklist:

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

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ATTACHMENT C – SAMPLE CONTRACT**

THIS CONTRACT is made and entered into this _ day of _____ 2025, 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 a Request for Proposal (“RFP”) from qualified firms to provide Professional Engineering Services for Building Modifications for Hydrogen Fuel Cell Buses, a copy which is attached herein as Exhibit 1 (RFP); and

WHEREAS, CONTRACTOR submitted a proposal to provide the required services per the Scope of Work described in the RFP, 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 Contract, 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 Contract.

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

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 Contract.
- B. This is a non-exclusive Contract, 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.

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2. CONTRACT DOCUMENTS

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

- A. Exhibit 1 – RFP 2025-07 PROFESSIONAL ENGINEERING SERVICES FOR BUILDING MODIFICATIONS FOR HYDROGEN FUEL CELL BUSES, including Addenda and all Attachments:
- B. Exhibit 2 – RFP SCOPE OF WORK
- C. Exhibit 3 – CONTRACTOR’s PROPOSAL Submission dated _____
- D. Exhibit 4 – CONTRACTOR’s Proof of Insurance dated _____
- E. Exhibit 5 – CONTRACTOR’s Price Proposal : _____
- F. Exhibit 6 – Completed, signed, and notarized (if applicable) forms as required by the Solicitation

All the Exhibits mentioned in this Contract are attached and are herein incorporated. This Contract and the other Exhibits mentioned constitute the entire Contractual Contract between the parties. In the event of any conflict between any of the provisions of this Contract and Exhibits, the provision that requires the highest level of performance from CONTRACTOR for VVTA’s benefit shall prevail.

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.

3. PERIOD OF PERFORMANCE

This Contract shall commence on the _____ and shall continue in full force and effect until _____, unless earlier terminated or extended as provided in this Contract.

4. TOTAL CONSIDERATION

- A. In accordance with the terms and conditions of this Contract, VVTA shall pay CONTRACTOR for its obligations under this Contract. 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 on a monthly basis, during the course of the contract. The CONTRACTOR shall furnish information as may be requested by

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VVTA to substantiate the validity of an invoice.

The CONTRACTOR shall submit invoices to:
VICTOR VALLEY TRANSIT AUTHORITY
ATTN: ACCOUNTS PAYABLE
17150 SMOKE TREE STREET
HESPERIA, CA 92345-8305
finance@vvta.org

Each invoice shall include, at a minimum, the following information:

- Contract number/Purchase Order number
- Invoice number
- Description of service
- Milestones completed
- Unit Price, extended price, and applicable taxes
- Information as requested by VVTA

- B. VVTA shall remit payment within Thirty (30) calendar days of approval of the invoices by VVTA Senior Staff. VVTA does encourage the CONTRACTOR to accept discount terms of 2% 10, net 30, in the event the CONTRACTOR needs expedited terms.

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.

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- 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 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 Contract 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
17150 Smoke Tree Street
Hesperia, CA 92345-8305

To CONTRACTOR:
Attn:

8. VVTA AND CONTRACTOR'S REPRESENTATIVES

A. VVTA

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

1. Have general oversight of the Work and this Contract, including the power to enforce compliance with this Contract.
2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to VVTA's satisfaction.

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3. Subject to the review and acceptance by VVTA, negotiate with CONTRACTOR all adjustments pertaining to this Contract for revision.
4. In addition to the foregoing, the CEO shall have those rights and powers expressly set forth in other sections of this Contract.

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>
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Any 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 persons to ascertain and verify if such proposed substitution or replacement does indeed possess such expertise and experience.

VVTA awarded this Contract to CONTRACTOR based on VVTA’s confidence and reliance on the expertise of CONTRACTOR’s key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from VVTA.

9. TERMINATION OF CONTRACT

A. TERMINATION FOR CONVENIENCE

1. The performance of Work under this Contract may be terminated for in whole, or from time to time in part, by VVTA for the convenience of VVTA whenever VVTA determines that such termination for convenience is in the best interest of VVTA and the other procuring agencies. Any such termination for convenience 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 for Convenience, and except as otherwise directed by VVTA, the Contractor must:
 - (a) Stop the Work under the Contract on the date and to the extent specified in the Notice of Termination for Convenience.
 - (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 for convenience.

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- (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 for Convenience; 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 for Convenience, 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 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

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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.

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5. The total sum to be paid to the Contractor under subsection 4 will not exceed the total Contract Consideration as reduced by the number 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 for convenience 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

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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.

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.

B. TERMINATION FOR CAUSE

(1) By written Notice of Termination for Cause 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
- (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 for Cause;
 - (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 for Cause;
 - (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 for Cause.
- (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

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the Contractor has 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 for Cause 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 for Cause 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

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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 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 Contract, 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 Contract 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 Contract.

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 Bid. CONTRACTOR shall include in each subcontract Contract 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

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

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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. 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 out of performance of this Contract. 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.
- B. If Contractor should subcontract all or any portion of the work to be performed under this Contract, 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 Contract.

- C. 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.

19. INSURANCE

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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 Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name VVTA, its officers, officials, employees, agents, and volunteers as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded VVTA, its officers, officials, employees, agents, and volunteers.

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

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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.

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

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

G. Notification of Terminated Insurance

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

H. Endorsements

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

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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: Procurement Manager
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: Procurement Manager
17150 Smoke Tree Street
Hesperia, California 92345

J. Special Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the VVTA Board, VVTA staff or their insurance consultant(s), are not intended to and shall not in any manner limit or quality 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.

MINIMUM INSURANCE COVERAGE

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- 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:** \$2,000,000; 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.
- 5) **PROFESSIONAL LIABILITY** (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$4,000,000 policy aggregate.
- 6) **Claims-Made Policies** - If Professional Liability (Errors and Omissions) Insurance is written on a claims-made coverage form:
 - a. The retroactive date must be shown and must be before the effective date of the Contract or the commencement of work by Contractor.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of the work or termination of the Contract, whichever first occurs.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Contract, or work commencement date, Contractor must purchase extended reporting period coverage for a minimum of 5 years after completion of the work or termination of the Contract, whichever first occurs.
 - d. A copy of the claims reporting requirements must be submitted to VVTA for review.
 - e. These requirements shall survive expiration or termination of the Contract.

20. REVISIONS

By written notice or order, VVTA may, from time to time, order work suspension or make changes to this Contract. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Contract. 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

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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 Contract, this Contract may only be modified by written mutual consent evidenced by signature of representative authorized to enter into and modify the Contract. 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 Contract is to be 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.
- D. The originals of all letters, documents, reports and other products and data produced under this Contract 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 Contract 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 Contract shall be delivered to and become the sole and exclusive property of VVTA. Copies

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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, its 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 and 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 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 Contract 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 Contract by its suppliers, contractors, or subcontractors.

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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 with this Contract.

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. The 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 Contract. 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 Contract. The provisions of this paragraph shall survive termination or expiration of this Contract 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 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 Contract under this Article shall not be reassigned to perform Work in any other capacity under this Contract 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

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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 Contract.

29. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Contract, 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 Contract 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 Contract. 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 Contract and VVTA shall have the right to immediately terminate or suspend this Contract.

32. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Contract. Failure of either party to enforce any provision of this Contract 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 Contract shall not 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.

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34. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Contract, any information, data, figures, records, findings, and the like received or generated by CONTRACTOR in the performance of this contract 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 Contract 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 Contract 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 Contract.

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.

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3. Contractor shall include a copy of subparagraphs A. (1), and A. (2), of this provision in any Contract 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 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

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ATTACHMENT C – SAMPLE CONTRACT

provision in any Contract 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 CONTRACT

This Contract, including any and all Exhibits, constitutes the entire Contract between VVTA and CONTRACTOR and supersedes all prior negotiations, representations, or Contracts, 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.

40. ELECTRONIC SIGNATURE

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

(Signatures on following page)

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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: _____
Nancie Goff, VVTA CEO

APPROVED AS TO FORM

By: via email 8/8/2024
VVTA Legal Counsel

CONTRACTOR

By: _____

Name:

VVTA RFP 2025-07 PROFESSIONAL ENGINEERING SERVICES FOR BUILDING MODIFICATIONS FOR HYDROGEN FUEL CELL BUSES

ATTACHMENT D – PROTEST PROCEDURES

1. PURPOSE

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

2. DEFINITIONS

The following definitions apply to this policy.

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

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

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

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

3. REFERENCES

United States Department of Transportation, Federal Transit Administration, FTA Circulars, FTA Circular 4420.1 Third Party Contracting Guidelines and FTA Master Agreement (31) Section 16(w). Note: Refer to the revision in effect at the time of protest.

4. BASIS OF PROTEST

A. Requests for Proposal

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

- i. VVTA Failed to adhere to the evaluation process set forth in the solicitation package.
- ii. VVTA failed to follow its own procurement policies and procedures.

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ATTACHMENT D – PROTEST 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.
- 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

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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

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 Chief Executive Officer (CEO), or designee, for approval. The decision of the CEO is final.

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- 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:
 - Proposal Pricing Form (Sealed Separate Envelope)
 - Buy America Certification (Required >\$150,000)
 - Current Client References
 - Not on Excluded Parties List System (SAM.com) (Provide page from website)
 - Affidavit of Non-Collusion
 - Debarment, Suspension, & Other Responsibility Matters
 - List of Subcontractors and DBE's
 - Proposed Disadvantaged Business Enterprise (DBE) Participation; if you or a subcontractor are a DBE, please submit certification with bid.
 - Restriction on Lobbying (Prime) One (1) form required of each prime bidder and any proposed subcontractor having greater than a \$100,000 share of the bid.
 - Deviations, Pre-Offer changes or a request for approved equals – submit this form if applicable.
- 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.)
 - iii. Driver's: within classification, required, valid, etc...
 - iv. Others: any not mentioned herein, but required by industry standard, required by law, by requirements of Contract.
 - 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

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bid, the Notice to Proceed can be issued sooner. Failure to submit the Proof of Insurance as requested may result in contract award annulment.

VVTA – RFP 2025-07 PRICE PROPOSAL

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

By execution below Proposer hereby agrees to furnish the related equipment, and services as specified in Victor Valley Transit Authority’s RFP 2025-07 at the prices submitted in response to this solicitation.

PROPOSER COMPANY NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
AUTHORIZED OFFICER: _____
COMPANY OFFICER TITLE: _____
SIGNATURE OF AUTHORIZED OFFICER: _____
CONTACT INFORMATION: _____
OFFICE PHONE NUMBER: _____
EMAIL ADDRESS: _____

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

Staff Title	*Hourly Rate	Number of Hours	Total

* All Inclusive Rate

Total Cost :

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CURRENT CLIENT REFERENCES

Proposer by its signature below, certifies that the following references for Professional Engineering Services over the last seven (7) years (use additional pages as necessary): (A minimum of 5 are required) Hydrogen Fueling Station / CNG Fueling Station Maintenance Building modifications preferred.

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

Signature of the Proposer’s Authorized Official

Name and Title of the Proposer’s Authorized Official

Company Name

Date

**RFP 2025-07 PROFESSIONAL ENGINEERING SERVICES FOR BUILDING
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FTA CERTIFICATION REGARDING DEBARMENT,

**DEBARRED PROPOSERS' 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.

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- 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 it’s “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

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**FTA CERTIFICATION OF RESTRICTIONS ON LOBBYING
(For Proposals 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 Proposer’s Authorized Official

Name and Title of the Proposer’s Authorized Official

Company Name

Date

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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: _____ Proposer: _____

Email Address: _____ Phone Number: _____

Page Number: _____ Section: _____

Detailed

Description of Requested Deviation:

Rationale

(Pros and Cons):

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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

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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: _____ DIR Registration #: _____

CERTIFIED DBE? _____ CERTIFICATE # _____
 YES NO

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

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

CERTIFIED DBE? _____ CERTIFICATE # _____
 YES NO

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

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

CERTIFIED DBE? _____ CERTIFICATE # _____
 YES NO

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ATTACHMENT F - PREVAILING WAGE REQUIREMENTS

- A. All or a portion of the Scope of Work in the Contract or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.**

1. Davis Bacon Act

This project is being funded in part by Federal FTA Grant Funding.

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

Davis Bacon Wage Determinations are located here: <https://sam.gov/content/wage-determinations>

2. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., VVTA has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the VVTA, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the

VVTA RFP 2025-07 PROFESSIONAL ENGINEERING SERVICES FOR BUILDING MODIFICATIONS FOR HYDROGEN FUEL CELL BUSES ATTACHMENT F - PREVAILING WAGE REQUIREMENTS

jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

If the Davis Bacon Wage determination for the same position as listed in the DIR Wage Determination and the DIR wage is higher, the higher wage is to be paid.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to VVTA for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to VVTA. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

Pursuant to California Labor Code section 1776, and the Davis Bacon Act, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information

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ATTACHMENT F - PREVAILING WAGE REQUIREMENTS

contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (1)** A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- (2)** A certified copy of all payroll records shall be made available for inspection or furnished upon request to VVTA, or the Division of Labor Standards Enforcement of the DIR;
- (3)** A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either VVTA or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to VVTA or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
- (4)** The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
- (5)** Copies provided to the public, by VVTA or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform VVTA of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to VVTA, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

VVTA requires all Certified Payrolls to be included with each invoice submitted for payment. Each certified payroll must include the employee information forms for each position each employee and subcontractor employee performed, matching the

VVTA RFP 2025-07 PROFESSIONAL ENGINEERING SERVICES FOR BUILDING MODIFICATIONS FOR HYDROGEN FUEL CELL BUSES

ATTACHMENT F - PREVAILING WAGE REQUIREMENTS

information on the Certified Payroll. Each of the Employee information forms must be signed by each employee. Sample employee information forms will be supplied to the awarded contractor with the Notice to Proceed.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to VVTA a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

(1) Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

- a.** No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- b.** No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- c.** This project is subject to compliance monitoring and enforcement by the DIR.
- d.** As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

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ATTACHMENT F - PREVAILING WAGE REQUIREMENTS

- e. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - f. The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - g. VVTA reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - h. The certified payroll records must be in a format prescribed by the Labor Commissioner.
- (2) As required by Labor Code 1771.1(a) “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et

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seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

(1) Submit Contract Award Information (DAS-140)

- a.** Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project. **b.** The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*
- c.** Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- d.** Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
- e.** Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

(2) Employ Registered Apprentices

- a.** Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- b.** All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- c.** Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.

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- d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- e. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

(3) Make Training Fund Contributions

- a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
- c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

- a. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

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- b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- c. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
- d. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
- e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

- a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
- c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
- d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

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5. Contractor's Compliance:

The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

EXHIBIT 1

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 1/31/2027

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

a.	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(Degree and Specialization)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

