



VICTOR VALLEY TRANSIT

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

**INVITATION FOR BID
IFB 2026-07**

PARATRANSIT VEHICLES REBRANDING DECALS

June 16, 2026

NOTICE INVITING BIDS – 2026-07 PARATRANSIT VEHICLE REBRAND

1. Purpose of the Procurement and Period of Performance

The Victor Valley Transit Authority (VVTA) is seeking bids for the removal of old decals and installation of new decals on 45 of its Paratransit fleet. The locations for the removal and installation are at VVTA's Hesperia yard (17150 Smoke Tree Street, Hesperia, CA 92345) and its Barstow Yard (2641 West Main Street, Barstow, CA 92311) The term for this project is 60 days.

2. Obtaining Bid Documents

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

3. Bid Due Date and Submittal Requirements

Bids must be received by **3:00 PM Pacific Time on Thursday, July 30, 2026. There will be a Public Opening of Bids.**

3.1 Sealed Bids shall be delivered to the following address:

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

3.2 Envelopes or boxes containing bids shall be sealed and clearly labeled with VVTA's IFB number and the solicitation title: "VVTA IFB 2026-07 **PARATRANSIT VEHICLE REBRAND.**"

3.3 Bidders are requested to submit to VVTA one (1) hard copy of the bids marked "Original," and one (1) electronic copy via www.publicpurchase.com. A Bid is deemed to be late if it is received by VVTA after the deadline stated above. Bids received after the submission deadline shall be returned, unopened to the Bidder. It is the Bidder's sole responsibility to ensure that the Bids are received by VVTA by the date and time stated above.

4. Bonds

Bid Bond- Each Bid must be accompanied by a certified or cashier's check, or by a corporate surety bond. Check or Bid bond shall be in an amount not less than 10% of the total Bid.

5. Validity of Bids

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

6. Pre-Bid Meeting and Questions

There will be a Pre-Bid Job Walk on Thursday, June 25, 2026, at 10:00 AM. The deadline for questions is at 5:00 PM (PDT), on July 13, 2026. Prospective bidders are requested to submit written questions to the Procurement Manager at cplasting@vvta.org. Responses shall be shared with all known prospective Bidders by written addenda only.

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

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1. INSTRUCTIONS TO BIDDERS

A. BID TIMELINE

Date of Invitation for Bid (IFB):	June 16, 2026
Agency:	VICTOR VALLEY TRANSIT AUTHORITY
Address of Agency:	17150 SMOKE TREE ST., HESPERIA, CA 92345-8305
Contracting Officer:	Christine Plasting, Procurement Manager
Telephone No:	(760) 948-4021, Ext. 152
FAX No:	(760) 948-1380
Email Address:	cplasting@vvta.org
Pre-Bid Conference (Non-Mandatory)	10:00 AM PDT, Thursday, June 25, 2026, at 17150 Smoke Tree Street, Hesperia, CA 92345 Room A104
Last Day for Questions	5:00 p.m. PDT, Friday, July 17, 2026
Addenda and Answers to questions	2:00 p.m. PDT, Thursday, July 23, 2026
Bids Due Date/Public Bid Opening	3:00 p.m. PDT. Thursday, July 30 2026
Anticipated Award Date	August 17, 2026

B. PURPOSE

Victor Valley Transit Authority (VVTA) is requesting Bids for the removal and replacement of exterior logo decals on its Paratransit E-450 cutaway vehicles. Work shall be performed at VVTA operating facilities located in Hesperia (17150 Smoke Tree Hesperia ca, 92345) and Barstow, California. (2641 W. Main st, Barstow, CA, 92311)

This project is intended to provide a complete start to finish logo/decal replacement on 45 paratransit vehicles, including removal, surface preparation, repairs of any damage, installation of new logo/decals, and site cleanup.

C. BACKGROUND

VVTA is a Joint Powers Authority (JPA) created in 1992 to provide comprehensive public transit services to five incorporated cities/towns and several unincorporated communities (represented by the San Bernardino County Board of Supervisors) – all member jurisdictions are in San Bernardino County, a region that covers an area of approximately 950 square miles.

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.

D. PERIOD OF PERFORMANCE

VVTA intends to award a Firm Fixed Price Contract for a period of 60 days. VVTA may award the contract at a time other than stated in the proposed schedule

E. EXAMINATION OF DOCUMENTS

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

F. REQUEST FOR CLARIFICATION / APPROVED EQUALS

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

G. VENDOR CONTACT

1. All correspondence, communication, and/or contact concerning any aspect of this solicitation is authorized only with the designated Contracting Officer identified in "A. Bid Schedule" above, or their designated representative. Bidders and their representatives shall not make any contact with or communicate with any employees of VVTA, or its directors and consultants, other than the Contracting Officer regarding any aspect of this solicitation or offers. Ex parte communications with members of VVTA's Board of Directors or any person responsible for awarding a contract, including the Contracting Officer is prohibited under California Public Contract Code Section 20216. All communications shall be in writing and will be made public.

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

H. ADDENDA TO IFB

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

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

I. EXCEPTIONS / DEVIATIONS

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

J. SUBMISSION OF BIDS AND PACKAGING REQUIREMENTS

1. Please note that **all addenda** must be acknowledged. Bidders are instructed to use Attachment E – Acknowledgement of Addenda – to acknowledge all addenda released during this solicitation.
2. **Sealed original Bid plus one (1) electronic copy, OR via www.publicpurchase.com**, must be received at the address shown in "Bid Schedule" (Section A) not later than **3:00 PM (PDT) on Thursday, July 30, 2026.** All labor, equipment, materials, and training shall be furnished in strict accordance with the delivery schedule and the Contract terms and conditions. All Bids shall be valid for a period of ninety (90) days.

3. Bids received after the time and date due will be rejected without consideration or evaluation and returned, unopened, to the return address of the package received. Under no circumstances will any Bid be accepted after the due date and time in accordance with PCC 10168.
4. Bidder shall submit the Cost/Price Bid (Attachment E) included in the sealed envelope marked "2026-07 Paratransit Vehicle Rebrand". Prices are to be quoted including California State and Local Sales Tax (Hesperia is currently 7.75%). Bidder 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.
5. If a Bidder is submitting their Bid electronically through publicpurchase.com, a copy of any required originals (notarized document, bonds, etc.) must be included with their Bid. The original notarized documents, bonds, etc... must be received by VVTA not later than 5 business days after the Bid Opening Date.

K. PRE-CONTRACTUAL EXPENSES

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

L. JOINT BIDS

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

M. TAXES

Bids are subject to State and Local sales taxes. However, VVTA is exempt from the payment of Federal Excise and Transportation Taxes. The firm 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 OF BIDS

1. A modification of a Bid already received will be accepted by VVTA only if the modification is received before the Bid Due Date or is specifically requested by VVTA. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Bid.
2. A Bidder may withdraw a Bid already received before the Bid Due Date by submitting, in the same manner as the original Bid, to VVTA a written request for withdrawal executed by the Bidder's authorized representative, per PCC 10169. After

the Bid Due Date, a Bid may be withdrawn only if VVTA fails to award the contract within the Bid validity period prescribed in "Due Date" or any agreed upon extension thereof. The withdrawal of a Bid does not prejudice the right of a Bidder to submit another Bid within the time set for receipt of Bids. Section 10169 of the Public Contract Code does not authorize the withdrawal of any bid after the time fixed in the Public Notice for the opening of bids.

3. This provision for modification and withdrawal of Bids may not be used by a Bidder to submit a late Bid and, as such, will not alter VVTA's right to reject a Bid.

O. RESERVED

P. SUBCONTRACTORS AND ASSIGNMENTS

1. Under the provisions of the California Public Contract Code Section 4104 every Bidder shall in the Bid set forth:
 - a. The name and location of the place of business (address) of each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount above one-half of one percent of the Bidder's total Bid; and
 - b. The portion of the work that will be done by each subcontractor. The Bidder shall list only one subcontractor for each portion of work as defined by the Bidder in its Bid.
 - c. The dollar amount of the work which will be done by each such subcontractor
2. Bidder shall complete the form entitled "List of Subcontractors (Attachment E)" with the above requested information.
3. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract over one-half of one percent of the Bidder's total Bid, or if the Bidder specified more than one subcontractor for the same portion of the work to be performed under the contract more than one-half of one percent of the Bidder's total Bid, the Bidder agrees to perform that portion.
4. The successful Bidder shall not, without the express written consent of VVTA, either:
 - a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designated in the original Bid; or
 - b. Permit any subcontract to be assigned or transferred; or
 - c. Allow it to be performed by anyone other than the original subcontractor listed in the Bid.
5. Each Bidder shall outline in its Bid the name and location of the place of business (address) of each subcontractor certified as a disadvantaged business enterprise who will perform work or labor or render service to the prime contractor in connection with the performance of the contract.
6. Bidder shall not assign any interest it may have in any Agreement/Contract with VVTA, nor shall Bidder assign any portion of the work under any such Agreement

with a value over 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 Bidder of its obligations to fully comply with its obligations under its Agreement with VVTA. The bidder with its forces shall perform a minimum of ten percent (10%) (Calculated as a percentage of the total cost of the project) of the work under this Agreement. Bidder shall also include in its subcontract agreements the provisions of its Agreement with VVTA including the stipulation that each subcontractor shall maintain adequate insurance coverage compatible to the insurance coverage required of the Bidder.

Q. CONFIDENTIALITY AND PUBLIC RECORDS ACT

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 be exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the Bid. Any such proprietary information, trade secrets or confidential commercial and financial information, which a Bidder believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

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

1. Exclusive Property

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

2. Disclosure of Records

- a. Upon a request for records from a third party regarding this Bid VVTA will notify in writing the party involved. The party involved must respond within twenty (20) calendar days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information and the party involved shall agree to indemnify VVTA for its defense costs, (Including reasonable attorney fees) associated with its refusal to produce such identified information; otherwise, the requested information may be released and VVTA shall not be held liable for complying with the records request.

- b. If disclosure is deemed to be required by law or by an order of the court, VVTA shall not, in any way, be liable or responsible for the disclosure of any such records including without limitation those so marked.
 - c. Any documents that are **not** marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY," will be made available.
- 3. Exemption from Disclosure May be Deemed Unresponsive
 - a. VVTA will take into consideration documents that the Bidder deems exempt from disclosure which must be marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY."
 - b. Bidders who indiscriminately identify all or most of their Bids as exempt from disclosure without justification may be deemed non-responsive.
- 4. Indemnification of VVTA by Bidder
 - a. The Bidder agrees to indemnify, hold harmless and defend VVTA and each of its board members, officers, officials, employees and agents from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of a Public Records Act request for any of the contents of a Bid labeled as protected information and identified as, among other things, "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY." This obligation shall survive the IFB process, including the awarding of the Contract
 - b. Bidder agrees to absorb all costs and expenses, including attorneys' fees, in any action or liability arising under the California Public Records Act pertaining to protected information contained and labeled as such in the Bidder's Bid.
- 5. Public Interest
 - a. The public interest exemption of the California Public Records Act provides that an agency may withhold the disclosure of a record by showing that the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record.
 - b. To protect the integrity of the Bid process, in most instances, price Bids and information regarding the contents of a Bid, will not be released or made available to other Bidders or the public until contract award is made by VVTA's Board of Directors and after the conclusion of any protest.
 - c. VVTA shall employ sound business practices no less diligent than those used for VVTA's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Bidders and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the state law against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary

information, with such determinations to be made by VVTA in its sole discretion, bears appropriate notices relating to its confidential character.

6. Exclusions

- a. Claims arising out of failure to perform, or breach of, a contractual obligation, other than a Covered Contract indemnity obligation; or claim arising out of failure to enter into a contract.

R. ACCEPTANCE / REJECTION OF BIDS

1. VVTA reserves the right to reject any or all Bids for sound business reasons, to undertake contract negotiations with one or more Bidders, and to accept that Bid, which in its judgment, will be most advantageous to VVTA, price, and other evaluation criteria considered. VVTA reserves the right to consider any specific bid that is conditional or not prepared following the instructions and requirements of this IFB to be non-responsive. VVTA reserves the right to waive any defects, or minor informalities or irregularities in any Bid which do not materially affect the Bid or prejudice other Bidders.
2. If there is any evidence indicating that two or more Bidders are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the Bids of all such Bidders shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by VVTA.
3. VVTA reserves the right to reject a Bid that includes unacceptable conditions, exceptions and deviations.

S. CANCELLATION OF PROCUREMENT

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

T. AVAILABILITY OF FUNDS

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

U. VVTA'S RIGHTS

1. Each Bid will be received with the understanding that acceptance by VVTA of the Bid to provide services described herein shall constitute a contract between the Bidder and VVTA which shall bind the Bidder on its part to furnish and deliver at the prices given and per conditions of said accepted Bid and specifications.

2. VVTA reserves the right, in its sole discretion to:

- a. Accept or reject all Bids, or any item or part thereof, or to waive any informalities or irregularities in Bids.
- b. Withdraw or cancel this IFB at any time without prior notice. VVTA makes no representations that any contract will be awarded to any Bidder responding to this IFB.
- c. Issue a new IFB for the project.
- d. To postpone the Bid opening for its own convenience.
- e. Investigate the qualifications of any Bidder, and/or require additional evidence or qualifications to perform the work.

V. CONFLICT OF INTEREST

Bidder agrees to avoid organizational conflict of interest. An organizational conflict of interest means that due to other activities, relationships, or contracts, the Firm is unable, or potentially unable to render impartial assistance or advise VVTA; the Firm's objectivity in performing the work identified in the specifications is or might be otherwise impaired; or the Firm has an unfair competitive advantage. The firm is obligated to fully disclose to VVTA in writing any Conflict-of-Interest issues as soon as they are known to the Firm. All disclosures must be disclosed at the time of Bid submittal.

W. CODE OF CONDUCT

The bidder agrees to comply with VVTA's Code of Conduct as it relates to Third-Party contracts which is hereby referenced by this reference and is incorporated herein. The firm agrees to include these requirements in all its subcontracts. A copy of all Procurement Policies is posted on the VVTA.com/procurement page.

X. EVALUATION, NEGOTIATION AND SELECTION

1. OPENING OF BIDS

On Thursday, July 23, 2026, at 3:00 PM (Pacific Time), all bids received will be publicly opened. The amounts bid by each bidder will be read aloud. An announcement will be made of the apparent low bid, pending the Board of Directors' approval of the bid.

2. BID SELECTION PROCESS

- a. VVTA will award the contract to the lowest and best responsive and responsible bidder which represents the most advantageous bid to VVTA, price, and other factors considered. In determining the most advantageous bid price, quantifiable factors, and other factors are considered. This would include specifications, delivery requirements, the initial purchase price, life expectancy, cost of maintenance and operation over time, operating efficiency, training requirements, disposal value, and other factors contributing to the overall acquisition cost of an

item. Consideration may be given but is not limited to conformity to the specifications, product warranty, a bidder's proposed service, ability to supply and provide service, delivery to required schedules, and past performances in other contracts with VVTA including timely delivery. VVTA reserves the right to extend any contract when most advantageous to the Authority.

- b. Bids that do not comply with the instructions contained in these IFB documents and do not include the required information shall be rejected as non-responsive and shall not be considered for the competitive range. VVTA reserves the right to waive technical defects, discrepancies and minor irregularities in an IFB and/or submitted Bid(s). VVTA reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted Bids may be rejected if there is any alteration of the IFB forms, additions not called for, conditional Bids, incomplete Bids, or irregularities of any kind. VVTA reserves the right to reject any Bid not in compliance with the solicitation documents or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted Bids shall be sent to all Bidders. **ALL UNSIGNED BIDS SHALL BE REJECTED.**
- c. Submittal of a Bid shall mean that the Bidder has accepted the VVTA Contract Documents in their entirety without exception.
- d. No information, financial or otherwise, will be provided to any Bidder about any of the Bids from other Bidders. Bidders will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be too high with respect to the marketplace or unacceptable. Bidders will not be told of their rankings among the other Bidders.
- e. **Best Offers.** VVTA expects that all responsible and responsive Bidders shall submit their Best Offer upon initial submission in response to this solicitation.
- f. **VVTA reserves the right to make an award to a Bidder whose Bid it judges to be most advantageous to VVTA without conducting any written or oral discussions with any Bidders or solicitation of any BAFO.**
- g. **AWARD**
After the determination by the VVTA of the Bid with the lowest price by the most responsible and responsive Bidder, a recommendation will be made to the Board of Directors for their approval of the award of the contract. Upon approval by the Board of Directors, a written Notice of Award will be sent to all participating Bidders.

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

IFB 2026-07 PARATRANSIT VEHICLE REBRAND

ATTACHMENT A – SCOPE OF WORK

General

Victor Valley Transit Authority (VVTa) is requesting proposals for the removal and replacement of exterior logo decals on its Paratransit E-450 cutaway vehicles. Work shall be performed at VVTa operating facilities located in Hesperia (17150 Smoke Tree Hesperia ca, 92345) and Barstow, California. (2641 W. Main st, Barstow, CA, 92311)

This project is intended to provide a complete start to finish logo/decals replacement on 45 paratransit vehicles, including removal, surface preparation, repairs of any damage, installation of new logo/decals, and site cleanup.

1. Location

- a. Work shall be performed at the following locations:
 - i. VVTa Hesperia Facility- 17150 Smoke Tree St, Hesperia, CA, 92345. (39 paratransit's)
 - ii. VVTa Barstow Facility- 2641 W. Main st, Barstow, CA, 92311. (6 paratransit's)
- b. The proposer shall coordinate work at both locations and account for mobilization, staffing, and scheduling accordingly.

2. Work Hours and Scheduling

- a. Work shall take place during the period of 7PM-5AM nightly.
- b. Work shall be performed after revenue vehicles return from service.
- c. The contractor shall coordinate directly with the VVTa project manager to ensure:
 - i. No disruption of operations
 - ii. Proper vehicle staging and availability.
- d. A detailed work schedule shall be submitted and approved by VVTa prior to start.

3. Decal Removal and Replacement

- a. Remove existing exterior logo decals from paratransit E-450 cutaway vehicles. (See Example 1, 2, & 3)
 - i. Two (2) side decals. Curb side and Street side. "Victor Valley Transit" and three stripes (Figure 1&2)
 - ii. One (1) rear decal, "Victor Valley Transit" and three stripes (Figure 3)

IFB 2026-07 PARATRANSIT VEHICLE REBRAND

ATTACHMENT A – SCOPE OF WORK

- iii. One (1) front upper decal “Direct Access” (Figure 4)
- b. Install new decals as specified: (See Example 4)
 - i. Two (2) side decals using VVTA’s new logo. Curb side and Street side.
 - ii. One (1) rear decal with VVTA’s new logo
 - iii. One (1) front upper decal “Direct Access”
- c. Decal placement and bus types shall be verified using the provided VVTA spreadsheet (Paratransit Micro sign list)
 - i. Bus identification
 - ii. Decal types

4. Material Specification

- a. All decals shall meet the following minimum material and performance standards:
 - i. 3M Control Tac 180-C or equivalent
 - ii. Laminated Finish-
 - Compatible 3M protective laminate designed for 180 series film, or equivalent. UV resistant and weather protective
 - iii. Reflective material
 - Decals shall be reflective, meeting applicable roadway visibility standards
 - iv. Performance requirements
 - Outdoor durability minimum of 7 years
 - Resistant to UV degradation, cracking, peeling and fading
 - Resistant to moisture and washing cycles.
- b. All material must be new, free from defects, and installed per manufacture specifications.

5. Service Preparations and Repairs

- a. The contractor shall properly prepare all surfaces prior to installation, including
 - i. Removal of all prior decals
 - ii. Cleaning (Clean and dry)

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ATTACHMENT A – SCOPE OF WORK

- iii. Adhesive removal
 - iv. Surface conditioning (Free from contamination such as oil, grease, wax, dirt, and old adhesive.)
- b. Any damage directly caused by the contractor negligence during decal removal or installation shall be repaired by the awarded contractor at no additional cost to VVTA.
- c. All repairs shall result in a clean, professional, and uniform finish. Some decal ghosting or paint differences may remain following decal removal due to vehicle age, sun exposure, and existing surface conditions. Acceptance of ghosting shall be at VVTAs discretion.

6. Quality Requirements

- a. All decals shall be
 - i. Properly aligned
 - ii. Free from bubbles, wrinkles, lifting edges or defects
 - iii. Installed to original equipment manufacturers standards
- b. Final installation shall have a consistent, professional appearance across all vehicles.
- c. Final inspection per vehicle shall be performed and signed off by VVTA designated personnel. VVTA reserves the right to insect and reject any work not meeting quality expectations.

7. Contactor Responsibilities

- a. The contractor shall:
 - i. Provide all labor, supervision, tools, and materials.
 - ii. Coordinate closely with VVTA staff
 - iii. Maintain a safe working environment
 - iv. Ensure no interference with transit operations
 - v. Be responsible for all workmanship and material quality

8. Safety Requirements

- a. All work shall comply with:
 - i. OSHA requirements

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ii. Applicable state and local safety regulations

b. Contractor shall ensure:

- i. Safe work practices during night operations
- ii. Proper lighting for work areas
- iii. Protection of VVTA personal and property

9. Submittals

a. Prior to beginning work, the contractor shall submit:

- i. Work schedule (including sequencing by location)
- ii. Product data for decals and materials
- iii. Installation methodology
- iv. Warranty information

10. Warranty

a. The contractor shall provide a minimum warranty covering:

- i. Adhesion failures
- ii. Peeling or lifting
- iii. Material defects
- iv. Installation defects

b. Warranty period shall be clearly stated, but not less than (1) one year for workmanship. The Proposer shall be required to state its warranty and/or guarantee policy. The procedure for submitting warranty claims must also be provided.

Example 1 (Bus 1)

Figure 1



Figure 2



IFB 2026-07 PARATRANSIT VEHICLE REBRAND ATTACHMENT A – SCOPE OF WORK

Figure 3



Figure 4



Example 2 (Bus 2)

Figure 1



Figure 2



Figure 3



Figure 4



IFB 2026-07 PARATRANSIT VEHICLE REBRAND ATTACHMENT A – SCOPE OF WORK

Example 3 (Bus 3)

Figure 1



Figure 2



Figure 3

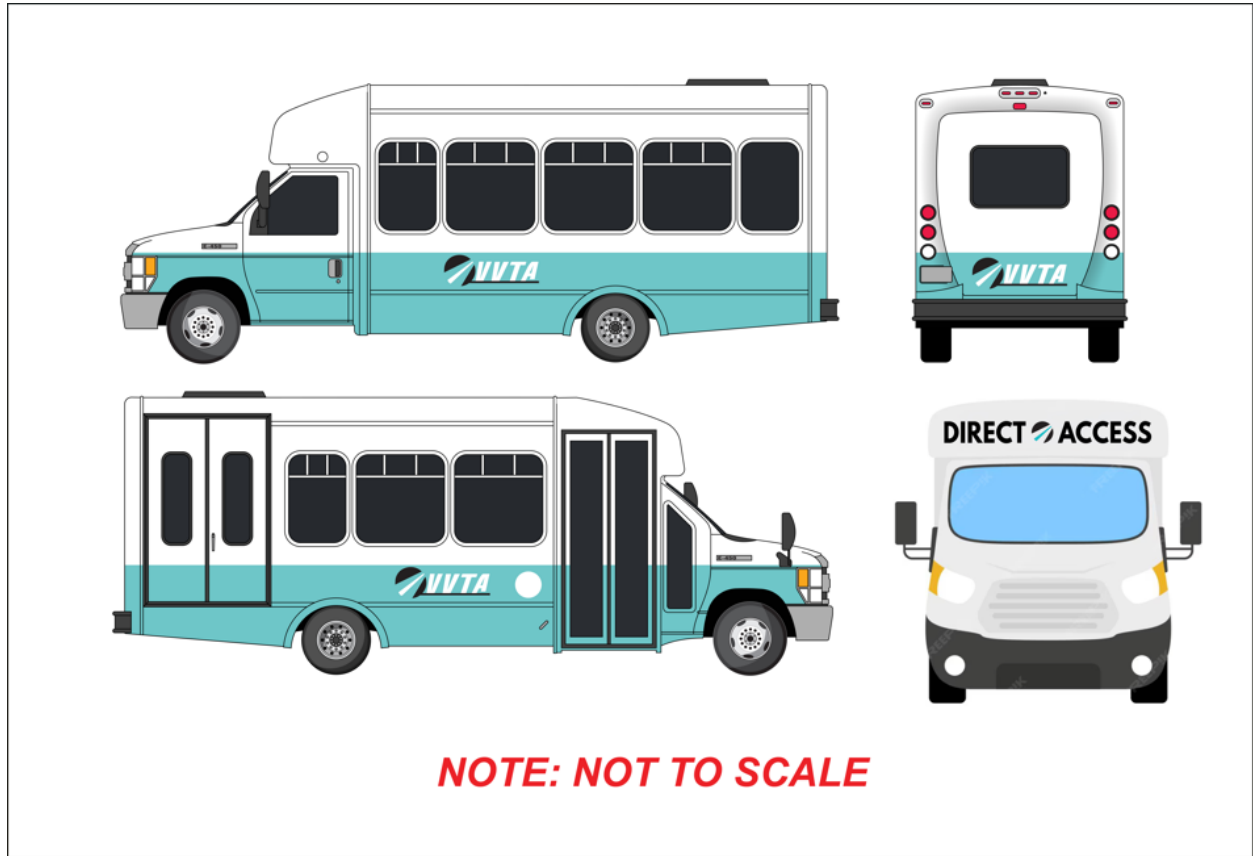


Figure 4



IFB 2026-07 PARATRANSIT VEHICLE REBRAND ATTACHMENT A – SCOPE OF WORK

Example 4



IFB 2026-07 PARATRANSIT VEHICLE REBRAND ATTACHMENT B – FEDERAL REGULATORY REQUIREMENTS

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

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

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

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

<https://vvta.org/wp-content/uploads/2025/10/25.10.14-UPDATED-CLAUSE-MATRIX.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

VVTA RFP 2026-07 PARATRANSIT VEHICLE REBRAND

ATTACHMENT C – SAMPLE CONTRACT

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

_____ (“CONTRACTOR”).

RECITALS

WHEREAS VVTA circulated and distributed a Request for Proposal (“RFP”) from qualified firms who can provide the products and services needed to remove and replace decals with the new rebrand decals on 45 Paratransit Vehicles, 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 of 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.

VVTA RFP 2026-07 PARATRANSIT VEHICLE REBRAND ATTACHMENT C – SAMPLE CONTRACT

2. CONTRACT DOCUMENTS

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

This Contract;

- A. Exhibit 1 – IFB 2026-07 PARATRANSIT VEHICLE REBRAND, 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 dated _____
- 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 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. Proposer shall execute and submit Certifications as required in the RFP and shall be submitted separately in each Proposer's Price Bid.

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 _____ and shall continue in full force and effect through _____, 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 Contract shall not exceed _____ (\$_____), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs,

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ATTACHMENT C – SAMPLE CONTRACT

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. CONTRACTOR shall furnish information as may be requested by VVTA to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices to email finance@vvta.org or to the address below:

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

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

- Contract number/Purchase Order number
- Invoice number
- Description of service
- Bus Numbers 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.

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

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ATTACHMENT C – SAMPLE CONTRACT

practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

- B. **For Contract Amendments**, the VVTA, the U.S. Department of Transportation (*if applicable*), or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract Amendment, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract Amendment shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract Amendment for the purpose of conducting a cost analysis. If an examination made after execution of the Contract Amendment reveals inaccurate, incomplete, or out-of-date data, the VVTA may renegotiate the Contract Amendment and VVTA shall be entitled 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
Victor Valley Transit Authority
17150 Smoke Tree Street
Hesperia, CA 92345-8305
Procurement@vvta.org

To CONTRACTOR:

8. VVTA AND CONTRACTOR'S REPRESENTATIVES

A. VVTA

VVTA's Chief Executive Officer (CEO) has been delegated the authority 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 has 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>
_____	_____
_____	_____
_____	_____
_____	_____

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 person 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:

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- (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.
 - (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

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

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

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

 - (a) The costs of such Work.
 - (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subsection 1(e) above, exclusive of the amounts paid or payable on account of supplies or material delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of Work under this Contract, which amounts shall be included in the costs on account of which payment is made under 2 above.
 - (c) A sum, as profit on 4(a) above, determined by VVTA to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subsection 4(c) and an appropriate adjustment shall be made by reducing the amount of the settlement to reflect the indicated rate of loss; and
 - (d) The reasonable cost of preservation and protection of property incurred pursuant to subsection A (9) and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of Work under this Contract.
5. The total sum to be paid to the Contractor under subsection 4 will not exceed the total

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Contract Consideration as reduced by the 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 Contractor but without direct charge to VVTA, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or to the extent approved by VVTA, photographs, microphotographs, or other authentic reproductions thereof.

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10. The Contractor shall insert in all subcontracts that the Subcontractor or Supplier shall stop work on the date of and to the extent specified in a Notice of Termination from VVTA and shall require that any tier subcontractor to insert the same provision in any tier subcontract.
11. The Contractor shall communicate immediately upon receipt thereof, any Notice of Termination issued by VVTA to the affected Subcontractors and Suppliers of any tier.
12. Under no circumstances is the Contractor entitled to anticipatory, unearned profits or consequential damages as a result of a termination or partial termination under this Section. The payment to the Contractor determined in accordance with this Section constitutes exclusive remedy for a termination hereunder.
13. Anything contained in the Contract to the contrary notwithstanding, a termination under this Section shall not waive any right or claim to damages which VVTA may have and VVTA may pursue any course of action it may have under the Contract.

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;
 - (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);

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- (i) Material failure to comply with the law, ordinance, rule, regulation, or order of a legal authority applicable to the Contract, the Work, the Contractor, or the goods; or
 - (j) Failure to indemnify any party which the Contractor is obligated to indemnify under the Section 2.7.5, Indemnification, or elsewhere under the Contract.
- (2) The Contractor shall be provided a period of ten (10) days to cure such failure (or such longer period as VVTA may authorize in writing) after receipt of notice from VVTA specifying such failure.
- (3) In the event the Contractor does not cure the breach to the satisfaction of VVTA within the time period specified by VVTA, VVTA will send the Contractor a written notice of failure to cure the breach. Upon receipt of such written notice from VVTA, Contractor shall:
 - (a) Stop Work on the date of, and to the extent specified in, the Notice of Termination 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 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

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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 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.

**VVTA RFP 2026-07 PARATRANSIT VEHICLE REBRAND
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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

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.

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ATTACHMENT C – SAMPLE CONTRACT

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.

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 alleged to have arisen directly or indirectly out of performance of this

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ATTACHMENT C – SAMPLE CONTRACT

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.

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.

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

19. INSURANCE

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

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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 reduction in coverage or in limits, as required by contract, within (30) days of change.

2) Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of VVTA and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

3) Care, Custody, and Control

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

D. Acceptability of Insurers

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

E. Verification of Coverage

- 1) Contractor shall furnish VVTA with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by VVTA before work commences.
- 2) As an alternative, Contractor's insurer may provide complete, certified copies of all

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required insurance policies, including endorsements affecting the coverage required by these specifications.

- 3) In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of VVTA.

F. Subcontractors

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

G. Notification of Terminated Insurance

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

H. Endorsements

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

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

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Victor Valley Transit Authority
ATTN: Purchasing Technician
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

- 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.

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 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

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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.
- B. 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 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 Contract and Escrow Contract 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

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Programmers (as defined in the License Contract) 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 Contract 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.

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. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

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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 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

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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 no void or affect the validity of any other provision.

33. FORCE MAJEURE

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

34. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this 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

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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.
- 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

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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 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. 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

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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.

40. 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.

Signatures on next 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: _____
Roderick Goldman, VVTA CEO

APPROVED AS TO FORM

By: _____
VVTA Legal Counsel

CONTRACTOR

By: _____

Name: _____ Title: _____

By: _____

Name: _____ Title: _____

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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

**Victor Valley Transit Authority
Attn: Procurement Manager**

VVTA RFP 2026-07 PARATRANSIT VEHICLE REBRAND

ATTACHMENT D – PROTEST PROCEDURES

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.

VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND

ATTACHMENT E – REQUIRED FORMS

1. If a qualifier, i.e. (Required >\$100,000) follows the title of the form, then submit that form only if the Solicitation meets that requirement.
2. Duplicate forms as necessary.
3. **Submit ONLY those forms that are checked, unless required elsewhere in the IFB/RFP/RFQ.**
4. Submit the following checked items AT THE TIME OF BID SUBMISSION:
 - ☒ Bid Pricing Forms (See Exhibits) (Sealed 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
 - ☒ Restriction on Lobbying form required of each Proposer and each subcontractor having)
 - ☒ PROPOSER's Warranty Procedures Form
 - ☒ Audited Financials or Tax Returns prepared by a Certified Public Accountant, for the most recent two-year period. (Required)
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 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 IFB 2026-07 PARATRANSIT VEHICLE REBRAND
ATTACHMENT E – REQUIRED FORMS**

CURRENT CLIENT REFERENCES

Proposer by its signature below, certifies that the following references for the same or very similar service supplied to other clients over the last seven (7) years (use additional pages as necessary): (A minimum of 5 are required)

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

**VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND
ATTACHMENT E – REQUIRED FORMS**

The proposer shall complete the following form and include same in their Proposal package.

By execution below Proposer hereby agrees to furnish the related equipment, and services as specified in Victor Valley Transit Authority's Invitation for Bid (IFB) No. 2026-07 at the prices submitted in response to this solicitation.

PROPOSING COMPANY NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

AUTHORIZED OFFICER: _____

COMPANY OFFICER TITLE: _____

SIGNATURE OF AUTHORIZED OFFICER: _____

CONTACT INFORMATION: _____

OFFICE PHONE NUMBER: _____

EMAIL ADDRESS:

**VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND
ATTACHMENT E – REQUIRED FORMS**

Description	Quantity	Cost per Quantity	Total
Removal and cleanup of Old Decals	45	\$	\$
Production and Installation of New Decals	45	\$	\$
		TOTAL	\$

Optional: Please provide the hourly rate for repairs related to ghosting, paint chipping, and similar issues. Any damage caused by the contractor's negligence during removal of old decals or installation of new decals—including chemical paint damage or excessive chipping or scratching from improper tool use—shall be repaired by the awarded contractor at no cost to VVTA.

Description	Quantity	Cost per Quantity	Total
Repairs (per occurrence)	Hourly	\$	\$

VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND
ATTACHMENT E – REQUIRED FORMS

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

State of California)
) ss.
County of _____)

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

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

Signature	Company Name
Printed Name	Title

SUBSCRIBED AND SWORN TO BEFORE ME

This ____ day of _____, _____.

Notary Public (Seal)

VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND

ATTACHMENT E – REQUIRED FORMS

FTA CERTIFICATION REGARDING DEBARMENT, DEBARRED BIDDERS CERTIFICATION SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

For Contracts and Subcontracts in Excess of \$25,000.00

Instructions for Certification

1. By signing and submitting its bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into; If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VVTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to VVTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntary excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact VVTA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting its bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VVTA.
6. The prospective lower tier participant further agrees by submitting its bid or proposal that it will include the clause, set out below, titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND
ATTACHMENT E – REQUIRED FORMS

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RT may pursue available remedies including suspension and/or debarment.

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

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

Signature of the Proposer’s Authorized Official

Name and Title of the Proposer’s Authorized Official

Company Name

Date

**VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND
ATTACHMENT E – REQUIRED FORMS**

**FTA CERTIFICATION OF RESTRICTIONS ON LOBBYING
(For Bids 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

VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND
ATTACHMENT E – REQUIRED FORMS

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):

**VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND
ATTACHMENT E – REQUIRED FORMS**

ACKNOWLEDGEMENT OF ADDENDA

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

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

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

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

Signature of the Proposer's Authorized Official

Name and Title of the Proposer's Authorized Official

Company Name

Date

VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND
ATTACHMENT E – REQUIRED FORMS

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 #: _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

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

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

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

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

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

VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND
ATTACHMENT E – REQUIRED FORMS

FILLABLE BID BOND FORM CAN BE FOUND AT:
<https://www.gsa.gov/system/files/2024-02/SF24-23a.pdf>

Bid Bond (See Instructions on Page 3)		Date Bond Executed (Must Not Be Later Than Bid Opening Date)		OMB Control Number: 9000-0001 Expiration Date: 1/31/2027	
Principal (Legal Name And Business Address)		Type Of Organization ("X" One)			
		<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture			
		<input type="checkbox"/> Corporation <input type="checkbox"/> Other (Specify)			
		State Of Incorporation			
Surety(ies) (Name And Business Address)					
Penal Sum Of Bond				Bid Identification	
Percent Of Bid Price	Amount Not To Exceed			Bid Date	Invitation Number
	Million(s)	Thousand(s)	Hundred(s)	Cents	
				For (Construction, Supplies Or Services)	

Obligation:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the Surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Authorized For Local Reproduction
Previous Edition Is Not Usable

STANDARD FORM 24 (REV. 10/2023)
Prescribed by GSA - FAR (48 CFR) 53.228(a)

VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND ATTACHMENT E – REQUIRED FORMS

Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal

Signature(s)	1. <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> (Seal)	2. <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> (Seal)	3. <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> (Seal)	Corporate Seal
Name(s) And Title(s) (Typed)	1. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	2. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	3. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	

Individual Surety(ies)

Signature(s)	1. <div style="border: 1px solid black; height: 20px; width: 100%;"></div> (Seal)	2. <div style="border: 1px solid black; height: 20px; width: 100%;"></div> (Seal)
Name(s) (Typed)	1. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	2. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>

Corporate Surety(ies)

Surety A	Name And Address	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	State Of Incorporation	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Liability Limit (\$)	Corporate Seal
	Signature(s)	1. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	2. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
	Name(s) And Title(s) (Typed)	1. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	2. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>			
Surety B	Name And Address	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	State Of Incorporation	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Liability Limit (\$)	Corporate Seal
	Signature(s)	1. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	2. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
	Name(s) And Title(s) (Typed)	1. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	2. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>			
Surety C	Name And Address	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	State Of Incorporation	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Liability Limit (\$)	Corporate Seal
	Signature(s)	1. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	2. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
	Name(s) And Title(s) (Typed)	1. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	2. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>			
Surety D	Name And Address	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	State Of Incorporation	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Liability Limit (\$)	Corporate Seal
	Signature(s)	1. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	2. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
	Name(s) And Title(s) (Typed)	1. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	2. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>			

**VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND
ATTACHMENT E – REQUIRED FORMS**

Surety E	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1. <input style="width: 100px;" type="text"/> <input style="width: 100px;" type="text"/>	2. <input style="width: 100px;" type="text"/> <input style="width: 100px;" type="text"/>		
	Name(s) And Title(s) (Typed)	1. <input style="width: 100px;" type="text"/>	2. <input style="width: 100px;" type="text"/>		
Surety F	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1. <input style="width: 100px;" type="text"/> <input style="width: 100px;" type="text"/>	2. <input style="width: 100px;" type="text"/> <input style="width: 100px;" type="text"/>		
	Name(s) And Title(s) (Typed)	1. <input style="width: 100px;" type="text"/>	2. <input style="width: 100px;" type="text"/>		
Surety G	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1. <input style="width: 100px;" type="text"/> <input style="width: 100px;" type="text"/>	2. <input style="width: 100px;" type="text"/> <input style="width: 100px;" type="text"/>		
	Name(s) And Title(s) (Typed)	1. <input style="width: 100px;" type="text"/>	2. <input style="width: 100px;" type="text"/>		

Instructions

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

VVTA IFB 2026-07 PARATRANSIT VEHICLE REBRAND

ATTACHMENT E – REQUIRED FORMS

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed [Affidavit of Individual Surety \(Standard Form 28\)](#) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

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 9000-0001. We estimate that it will take 1 hour 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: General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.