

**"EXHIBIT A"**  
**SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD)**  
**QUOTE FORM TERMS AND CONDITIONS**  
**Rev. January 16, 2014, March 8, 2016, September 10, 2019**

- 1. EXPLANATIONS, CLARIFICATIONS, AND CHANGES** - Bidder shall request any explanation, clarification or changes to specifications in writing. Any reply and/or changes to the specifications will be made by written addendum that shall become part of the bid document.
- 2. QUOTE SUBMISSION** - To receive consideration, quotes must be delivered or faxed prior to the date the quotes are due. Submission of a quote shall constitute a firm offer to RTD for sixty (60) days from the last day of receipt of quotes. Unauthorized conditions, limitations or provisions attached to a quote will render it non-responsive and may cause its rejection.  
  
Bidder may withdraw its quote prior to quote opening, without prejudice by submitting a written request for its withdrawal to RTD. Bidder must be able to identify its quote, show proper identification and show proper authorization to withdraw the quote.
- 3. APPROVED EQUALS** - When the name of a manufacturer, brand or make, with or without a model number, is used in describing any item in this document, quotes for similar articles will be considered unless otherwise stated. RTD will be the sole judge of whether such alternative articles are acceptable. Unless Bidder states to the contrary, articles offered are assumed to be specific articles named in this document and that articles offered are in accordance with the specifications. If not offering the specific articles named, Bidder should enclose with quote full information, specifications and descriptive data on items offered. RTD reserves the right to permit deviations from the specifications if any article offered is substantially in accord with the specifications and is deemed by RTD to be as good as quality and as fully satisfactory for its intended use as an article fully meeting specifications.
- 4. AWARD AND REJECTION OF QUOTES** - RTD may reject any and all quotes, may waive any minor irregularities or informalities in any quote or in the quoting procedure, and may reject a quote of any party who has been delinquent or unfaithful in any former contract with RTD. If an award is made, it will be made to the lowest responsive and responsible bidder. Upon award, RTD will issue a Purchase Order or Contract ("Contract") to the successful bidder, incorporating these Quote Form Terms and Conditions. The Purchase Order or Contract may not be modified unless such modifications are specifically accepted in writing by RTD. The successful Contractor shall execute the Contract within seven (7) working days of Contractor's receipt of it.
- 5. CHANGES** - RTD may suspend this Contract or make changes in any terms and conditions governing this Contract at any time. If any change causes a change in the price of this Contract or in the time required for its performance, Contractor shall promptly submit its claim for adjustment in writing to RTD. All changes shall be by confirmed written amendment issued by RTD. Nothing in this clause excuses Contractor from proceeding immediately with this Contract as changed.
- 6. CANCELLATION, DEFAULT AND EXCESS REPROCUREMENT LIABILITY** - RTD reserves the right to cancel this Contract at any time prior to acceptance and for any reason upon written notice to Contractor. If Contractor fails, after reasonable notice by RTD, to cure a deficiency in performance or lack of progress, RTD shall have such additional remedies as may be available whether or not it terminates this Contract, including, but not limited to, the payment by Contractor to RTD of all expenses incurred by RTD in re-procuring from another source the same or similar goods or services that Contractor failed to furnish satisfactorily. For services, RTD will only pay for those services performed satisfactorily up to the date of termination.
- 7. OWNERSHIP OF WORK/RECORDS** - All materials to which Contractor has access or prepares under this Contract shall be the property of RTD; shall be held in confidence by Contractor; shall not be released without permission of RTD; and shall be returned to RTD upon termination of Contract. Contractor shall maintain all data and records relating to its performance of this Contract for 3 years after RTD makes final payment under this Contract and shall permit RTD to inspect, audit and copy these records.
- 8. CONDITION OF PRODUCTS** - Products offered and furnished must be new and previously unused and of manufacturer's latest model unless otherwise specified herein.
- 9. INSPECTION AND ACCEPTANCE** - All items are subject to final inspection and acceptance by RTD at destination, notwithstanding prior payment to obtain cash discount. Contractor is to pay transportation and shipping charges to remove rejected materials or products.
- 10. DELIVERY CHARGES** - If price quoted on this Contract includes an additional charge for delivery from point to origin, Contractor shall show such delivery charge on the invoice as a separate item and such charge shall not be subject to California State Sales/Use Tax. No additional charge for transportation, containers, packing, etc. will be allowed unless so specified in this Contract.
- 11. PAYMENT** - Each order and shipment shall be invoiced separately. RTD will make payment within thirty (30) days of RTD's acceptance of the invoice. All invoices and packing slips/bills of lading shall reflect the RTD's Purchase Order number. No C.O.D. shipments will be accepted. For services, RTD shall be invoiced monthly.
- 12. WARRANTY OF FITNESS** - Contractor warrants that all materials furnished shall meet all requirements and conditions of RTD's Contract and manufacturer's warranty, if any, and shall be fit for the purposes intended and shall be free of all patent and latent defects in design, material, and workmanship. Contractor agrees that by acceptance of this warranty and acceptance of the materials or supplies provided by Contractor, RTD does not waive any warranty, either expressed or implied in Sections 2312-2317, inclusive, of the Commercial Code of the State of California or of the United States.
- 13. WARRANTY OF TITLE** - Contractor warrants and agrees that title to all materials equipment furnished under this contract accepted by RTD will pass to the RTD free and clear of all liens, claims, security interests, or encumbrances.
- 14. TITLE AND RISK OF LOSS** - Unless otherwise provided in this Contract, Contractor shall have title to and bear the risk of any loss or damage to the goods ordered until they are delivered in conformity with this Contract at the specified F.O.B. point. Upon such delivery, title shall pass from Contractor to RTD and Contractor's responsibility for losses or damage shall cease, except for loss or damage occurring prior to or upon delivery, or loss or damage resulting from Contractor's negligence or intentional acts. Passing of title upon such delivery shall not constitute acceptance of the goods and services by RTD.
- 15. ASSIGNMENTS AND SUBCONTRACTING** - Neither this Contract nor any interest herein nor any claim hereunder may be assigned or subcontracted by Contractor either voluntarily or by operation of law, without the prior consent of RTD. No consent shall be deemed to relieve Contractor of its obligations to comply fully with the requirements thereof.

- 16. CONTRACTOR'S STATUS** - Contractor is an independent contractor. Neither Contractor nor any party contracting with Contractor or employed by Contractor shall be deemed an agent or employee of RTD.
- 17. INDEMNIFICATION/INFRINGEMENT OF PATENTS** - Contractor shall indemnify, keep and save harmless RTD and its directors, officers, employees and agents against all suits or claims that may be based on any injury to or death of any person or any damage to property that may occur, including any suits or proceedings claiming an infringement of any patent of the United States, or that may be alleged to have occurred, arising from the performance of this Contract by Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of Contractor or its employees or agents. Contractor shall, at its own expense, pay all charges of attorneys and all costs and other expenses arising or incurred in connection with the action. If any judgment shall be rendered against RTD in any such action, Contractor shall at its own expense satisfy and discharge it.
- Contractor agrees that it will, at its own expense, defend all suits and all proceedings instituted against RTD and pay any award of damages assessed against RTD in any suits or proceedings if they are based on any claim that the materials or equipment provided under this Contract, or any part thereof, or any tool, article or process used in manufacture thereof constitutes an infringement of any patent of the United States.
- 18. INSURANCE** - If Contractor is providing services to RTD, Contractor shall maintain workers' compensation insurance in accordance with state requirements. Contractor shall also maintain commercial general liability insurance, including automobile liability insurance, in the amount of at least \$1,000,000 per claim. RTD reserves the right to require submittal of a certificate of insurance naming RTD, its directors, officers, employees and agents as additional insureds. In addition, Contractor shall maintain professional liability insurance if applicable.
- 19. FEDERAL, STATE AND LOCAL LAWS** - Contractor's acceptance of this Contract certifies that goods and services sold and furnished to RTD by Contractor are produced and sold in conformity with all applicable federal, state and local laws, rules, ordinances and regulations, including all applicable environmental statutes, regulations and guidelines.
- 20. ENVIRONMENTAL COMPLIANCE** - Contractor shall comply with applicable environmental statutes, regulations and guidelines in performing the work under this Contract, including laws on the disposal of hazardous wastes.
- Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances or disposal of hazardous wastes during the course of performance of this Contract. Contractor shall be solely responsible for all claims and expenses associated with the disposal of hazardous wastes or with the response to, removal or remediation of any release, including without limitation, payment of any fines or penalties levied against RTD by any governmental authority as result of such release. Contractor shall hold harmless, indemnify and defend RTD from any claims, suits or actions arising from such disposal or release. Contractor shall immediately notify RTD of any accidental incident related to the handling, transportation or disposal of hazardous or non-hazardous substances. RTD reserves the right to gain access to and inspect Contractor vehicles and/or facilities that handle, transport, or dispose of hazardous or non-hazardous substances.
- 21. PROHIBITED INTEREST** - By submitting a Quote, Contractor represents and warrants that neither the General Manager/CEO nor any Director, officer, or employee of RTD is in any manner interested directly or indirectly in Contractor, the Quote or in the Contract which may be awarded under it, or in any expected profits to arise there from.
- 22. DISADVANTAGED BUSINESS ENTERPRISES (DBE)/NONDISCRIMINATION** - Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation-assisted Contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as RTD may deem appropriate. Contractor will use its best efforts to ensure that barriers to participation by DBEs do not exist. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or any other forms of compensation and selection for training, including apprenticeship.
- 23. GOVERNING LAW** - This Quote, the resulting Contract and the work performed under it shall be governed by these Terms and Conditions and the laws of the State of California.
- 24. TAXES** - RTD is exempt from Federal Taxes or Federal Transportation Taxes. All vendors are required to distinguish if they are California based entities or operating outside of California.
- 25. DAVIS-BACON AND COPELAND ACTS** - These Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a).
- 26. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS** - (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project.
- 27. NONDISCRIMINATION** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
- 28. FEDERAL OBLIGATION** - (Over \$3,000.00) RTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to RTD, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- 29. ACCESS TO THIRD PARTY CONTRACT RECORDS** - (Over \$3,000.00) Contractor and each subcontractor, at every tier, must provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all Contract records as required by 49 U.S.C. § 5325(g). Contractor and each subcontractor, at every tier, must provide sufficient access to procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.
- 30. TERMINATION – MUTUAL CONSENT, BREACH, CAUSE AND CONVENIENCE** - (Over \$10,000.00) RTD may terminate the Contract with the mutual consent of both parties, upon such terms and conditions as may be mutually agreed. RTD may terminate the Contract at any time for

convenience by giving Contractor at least thirty (30) calendar days' prior written notice. Notice of termination shall be by certified mail, return receipt requested. Upon receipt of the notice of termination, Contractor shall cease work, wrap up and conclude work without undertaking any new tasks or work, deliver to RTD all work performed unless agreement and offset against the price for work retained by Contractor, as agreed by RTD. RTD will pay Contractor the cost for all materials, etc., ordered and received by Contractor, plus reasonable overhead and profit for the portion of work through termination.

In the event that Contractor fails to perform the terms and conditions of the Contract, as required, after receiving ten (10) days written notice from RTD to do so, then and in such event, RTD may forthwith terminate this Contract. Under such circumstances, RTD shall be under no obligation to pay to Contractor the Contract price, or any portion thereof, unless RTD finds Contractor has partially performed said Contract and said partial performance benefits RTD, under which circumstances RTD shall pay to Contractor that portion of the Contract price which the part performance bears to the total performance, less all damages and losses suffered by RTD as a result of Contractor's failure to perform.

- 31. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION** - (Over \$25,000.00) Pursuant To 49 C.F.R. Part 29, Appendix B, Bidder certifies, by submission of its Quote, 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. If Bidder is unable to certify to this statement, Proposer shall provide written explanation to RTD with submission of its quote.
- 32. VETERAN'S PREFERENCE** - Veteran's Preference shall be included in all Contracts for work on any federally funded project which involves labor. Such provisions are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- 33. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT and FTA, as set forth in FTA Circular 4220.1F are hereby incorporated by reference.
- 34. ENERGY CONSERVATION** - (Over \$10,000.00) Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §6321 *et seq.* and 49 CFR Part 18.
- 35. RECYCLED PRODUCTS** - (Over \$10,000.00) Contractor agrees to comply with all of the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6962, and Executive Order 12873, including but not limited to the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they may apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 36. NONCONSTRUCTION CONTRACTS** – Contractor agrees to comply with all of the requirements of the Nonconstruction Employee Protection – Contract Work Hours & Safety Standards Act.
- 37. PROMPT PAYMENT TO SUBCONTRACTORS:** Contractor shall pay any subcontractor approved by RTD for work that has been satisfactorily performed no later than ten (10) days from the date of Contractor's receipt of progress payments by RTD. Within thirty (30) days of satisfactory completion of all work (including required submittals such as certified payrolls) required of the subcontractor, Contractor must release any retention payments withheld from the subcontractor. In the event Contractor does not make progress payments or release retentions to the subcontractors in accordance with the appropriate time periods, Contractor will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment.
- 38. FTA-FUNDED CONTRACTS EXCEEDING \$100,000** - All FTA-funded contracts exceeding \$100,000 shall require all bidders to adhere to the following: Disclosing lobbying activities pursuant to 31. U.S.C. 1352, Clean Air Act as amended, 42 U.S.C. §§7401, *et seq.* *Clean Water Certification* pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251, *et seq.*
- 39. DISPUTE RESOLUTION** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTD. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTD's Chief Executive Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Executive Officer shall be binding upon Contractor and Contractor shall abide by the decision. Unless otherwise directed by RTD, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 40. FTA FUNDED CONTRACTS-FEDERAL CHANGES** - The Contractor shall comply with the required FTA clauses set forth in this Contract and with all applicable FTA regulations, policies, procedures, and directives including, without limitation, those listed directly or by reference in the Master Agreement between the RTD and FTA. The Contractor's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the Term of this Contract, shall constitute a material dbf of this Contract.
- 41. DRUG USE AND TESTING AND ALCOHOL MISUSE AND TESTING** - A third party contractor providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.
- 42. FOR FTA FUNDED MATERIALS, SUPPLIES/EQUIPMENT** – Contractors must comply with all terms and conditions as outlined in 46 U.S.C. §1241 and 46 CFR Part 381 and 49 U.S.C. §40118 and in accordance with U.S. GAO regulations, "Uniform Standards and Procedures for Transportation Transactions," 4 CFR Part 52, and U.S. Comp. Gen. LEXIS 2166, March 31, 1981, as applicable. For procurements in excess of \$150,000.00 contractors must also comply with The Buy America Act set forth in 49 U.S.C. §5323(j), FTA regulations at 49 CFR Part 661.
- 43. PRIVACY ACT** – Contractor agrees to comply with the requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552.