

Request for Proposals
RFP S19227

e-Procurement Solution

December 12, 2019
Norman David, Contracts Administrator

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INTRODUCTION: The Santa Clara Valley Transportation Authority, also known as VTA, is the result of a 1995 merger between two previously separate entities: the Santa Clara County Transit District and the Congestion Management Agency for Santa Clara County. VTA is an independent special district responsible for bus and light rail operations, congestion management, specific highway improvement projects and countywide transportation planning. As such, VTA is both an accessible transit provider and multi-modal transportation planning organization involved with transit, highways, roadways, bikeways, and pedestrian facilities. Working under the direction of a 12-member Board of Directors (“Board”), VTA’s annual operating budget is approximately \$400 million, and its currently approved capital program is approximately \$1 billion. VTA’s bus fleet of 505 buses serves a 346 square mile urbanized service area and operates approximately 18 million miles annually. The 42.2-mile light rail system is served by 99 rail cars and 5 historic trolley cars and operates approximately 2.2 million miles annually. VTA employs approximately 2,050 people, of whom approximately 650 are administrative, clerical and professional positions and 1,400 are operators and maintenance positions. There are four operating/maintenance facilities located within Santa Clara County. The administrative headquarters is located separately from these four facilities.

For more information about VTA, log on to www.VTA.org.

ABOUT RFP S19227: VTA seeks proposals from qualified firms to provide a comprehensive electronic procurement system (herein referred to as the “e-Procurement Solution”) which will leverage modern technologies to automate and increase efficiencies in VTA’s procurement and related peripheral processes.

NOTICE TO PROPOSERS OF LIMITATION OF FUTURE CONTRACTING: The Proposer(s) selected under this RFP will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with VTA if the specifications, requirements, scope of services, and/or RFPs for such work were developed or influenced by the work performed under the contract resulting from this RFP. Further, if a contractor or subcontractor obtains or has access to nonpublic information related to a future RFP through work performed under this RFP, that contractor or subcontractor may be barred from submitting proposals as a prime contractor or subcontractor on that future RFP.

NOTICE TO PROPOSERS OF REQUIREMENT TO AVOID CONFLICTS OF INTERESTS: Contractors and subcontractors performing work resulting from this RFP are required to avoid conflicts of interest resulting from services provided to VTA through other engagements. In particular, contractors and subcontractors providing services under any engagements that developed or influenced the requirements, scope of services, or criteria for this RFP are ineligible to participate in the work resulting from this RFP. Contractors and subcontractors providing services under such engagements that involve the supervision, oversight, review, critique, or acceptance of work products under this RFP are also ineligible to participate in the work resulting from this RFP.



Similarly, contractors and subcontractors who have or who have had access to nonpublic information related to this RFP may have a conflict of interest and should refrain from participating in the work resulting from this RFP.

Contractors and subcontractors proposing to provide services under this RFP remain responsible for avoiding conflicts of interest and must review their existing VTA engagements with their prospective teaming partners before submitting proposal under this RFP to assure that conflicts of interest are avoided. Contractors and subcontractors performing work resulting from this RFP must continue to monitor for and avoid conflicts of interest at all times.

In addition to contractors' and subcontractors' obligations to avoid conflicts of interest, VTA also monitors for potential conflicts. VTA reviews all potential conflicts, whether actual or apparent, on a case-by-case basis. VTA reserves the right to determine whether an actual conflict exists in its sole discretion and to determine whether a potential conflict of interest exists in its reasonable discretion. Nothing in this RFP is intended to operate as a waiver of either actual or apparent conflicts.



I. INSTRUCTIONS TO PROPOSERS

A. PROCUREMENT SCHEDULE: VTA’s procurement schedule dates are listed in Table 1 below. All dates set forth in this RFP are subject to change at VTA’s sole discretion and will be provided to firms submitting a Proposal under this RFP (“Proposers”) as an addendum. All references in this RFP to “time” are Pacific Time.

Table 1

| ACTIVITY | DATE/TIME |
|------------------------------|-----------------------------|
| Issue RFP | December 12, 2019 |
| Pre-Proposal Conference | January 6, 2020 at 11:00 AM |
| Deadline to Submit Questions | January 8, 2020 at 4:00 PM |
| Deadline to Submit Proposal | January 21, 2020 at 4:00 PM |
| Interviews | February 18 - 20, 2020 |

B. DESIGNATED POINT OF CONTACT: All communications with VTA regarding this RFP shall be in writing (US mail/ email) to the Designated Point of Contact identified below. All emails must indicate in the subject line “RFP S19227 for e-Procurement Solution.” No telephone calls will be accepted. Except as otherwise provided herein, no contact will be entertained by the Procurement, Contracts, and Materials Management staff outside of the formal Q&A period, and/or by anyone other than the Designated Point of Contact regarding this RFP.

Any unauthorized contact related to this RFP is not permitted. Any breach of this provision may result in the Proposer’s submittal being deemed non-responsive and may be cause for rejection.

The Designated Point of Contact for this procurement shall be as follows:

Norman David, Contracts Administrator
Santa Clara Valley Transportation Authority
3331 North First Street, Building A
San Jose, California 95134
Email: norman.david@vta.org

C. PRE-PROPOSAL CONFERENCE: All prospective Proposers are strongly encouraged to attend the pre-proposal conference scheduled at the date and time stated on Table 1. The pre-proposal conference will be held at:

Santa Clara Valley Transportation Authority
3331 North First Street, Building B, Room 104
San Jose, California 95134



Attendance may be in person or via teleconference. Email the Contracts Administrator listed above to register as a teleconference attendee. Teleconference registration deadline is **January 3 by 12:00 PM P.T.**

D. EXAMINATION OF PROPOSAL DOCUMENTS: By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing quality work to achieve VTA’s objectives.

E. ADDENDA/CLARIFICATIONS: VTA reserves the right to make changes to these Request for Proposal documents as it may deem appropriate up until the date for submission of the Proposals (set forth in Table 1). Any and all changes to this RFP will be made by written addendum, which will be issued by VTA to all prospective Proposers who have registered and downloaded the Proposal documents at the VTA website. All addendum and other related materials will be posted to the VTA.org procurement site. Prospective Proposers will be notified by email when information has been posted to the VTA procurement site for this RFP. **NOTHING RELIEVES PROPOSER FROM BEING BOUND BY ADDITIONAL TERMS AND CONDITIONS IN ADDENDA.**

Questions or comments regarding this RFP must be submitted in writing and must be received by VTA no later than the date and time stated in Table 1. Email questions must be submitted to the Designated Point of Contact listed above and shall include “RFP S19227 QUESTIONS” in the subject line.

Responses from VTA will be published on the VTA online procurement website.

F. SUBMISSION OF PROPOSALS: All Proposals shall be submitted to the Designated Point of Contact no later than the date and time stated in Table 1.

The Proposer shall submit ten (10) printed copies and one (1) copy of the Proposal in an electronic format in the form of a flash drive.

The package must bear the Proposer’s name and address, and be clearly labeled as follows:

“RFP S19227 e-PROCUREMENT SOLUTION”

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposer submitted as part of the Proposal will become the property of VTA when received by VTA and may be considered public information under applicable law. Any proprietary information in the Proposal should be identified as such. VTA does not typically disclose proprietary information to the public, unless required by law; however, VTA cannot guarantee that such information will be held confidential.



G. WITHDRAWAL OF PROPOSALS: A Proposer may withdraw its Proposal at any time before the expiration of the time for submission of Proposals as provided in this RFP by delivering to the Designated Point of Contact a written request for withdrawal signed by, or on behalf of, the Proposer.

H. RIGHTS OF VTA: VTA may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence or qualifications to perform the Services described in this RFP.

VTA reserves the right to:

- Reject any or all Proposals.
- Issue subsequent Requests for Proposal.
- Postpone opening for its own convenience.
- Remedy technical errors in the Request for Proposal process.
- Approve or disapprove the use of particular subcontractors.
- Solicit best and final offers from all or some of the Proposers.
- Award a professional services contract to one or more Proposers.
- Waive informalities and irregularities in Proposals.
- Conduct interviews at its discretion.
- Accept other than the lowest offer.
- Negotiate with any, all or none of the Proposers.

I. CONTRACT TYPE: It is anticipated that VTA will award a professional services contract (“Contract”). If awarded, the Contract will be Firm Fixed Price with a term of seven (7) years. This RFP does not commit VTA to enter into such Contract nor does it obligate VTA to pay for costs incurred in preparation or submission of Proposals or in anticipation of entry into a Contract.

J. COLLUSION: By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham, collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not, directly or indirectly, induced or solicited any other person to submit a sham Proposal or any other person to refrain from submitting a Proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a Proposal.

K. AUDIT REPORT/REQUIREMENTS: Proposers must agree to abide by the requirements in Chapter III, paragraph 4 of FTA Circular 4220.1F. Every Proposer that has been the subject of any audit report by any government or public agency or qualified independent CPA must attach with its Proposal the latest such audit report, including direct labor, materials, fringe benefits and general overhead.



Proposers must also agree to submit cost or pricing data in accordance with 48 CFR Part 15.408 Table 15-2.

L. ECONOMIC INTEREST FORM 700: The Proposer's key person as well as other positions within his or her firm, determined by VTA, to be participating in the making of governmental decisions will each be required to file a Form 700 the financial disclosure form mandated by the Fair Political Practices Commissions (FPPC). The Form 700 will be required to be filed upon execution of the Contract in which the VTA retains the services of the Proposer, annually thereafter, and upon separation of services pursuant to FPPC rules and regulations.

M. INCORPORATION OF EXHIBITS AND ATTACHMENTS: All exhibits, and attachments referenced in this RFP are incorporated herein by this reference.

II. PROPOSER'S MINIMUM QUALIFICATIONS

A. REQUIRED MINIMUM QUALIFICATIONS: The following qualifications are the minimum required qualifications that a Proposer must have for a Proposal to be considered:

1. The Proposer must have at least three (3) years of experience in providing e-Procurement solutions to customers.
2. The Proposer must demonstrate financial stability as evidenced by a letter from its financial institution or most recently conducted independent auditor's report.

B. PREFERRED QUALIFICATIONS: The Proposer shall have experience delivering e-Procurement solutions to government agencies or shall have employees who have extensive knowledge of government agency procurement activities and requirements. The Proposer shall have at least five (5) years of experience in providing e-Procurement solutions.



III. EVALUATION AND SELECTION

A. EVALUATION CRITERIA: The following criteria will be used to evaluate Proposals:

| | |
|---|------------------|
| Experience and Qualification of the Firm | 20 Points |
| System Features and Functionalities | 25 Points |
| Transition Plan, Implementation Plan, and On-going Support | 20 Points |
| Cost Proposal | 25 Points |
| Local Firm Preference | 10 Points |

- 1. EXPERIENCE AND QUALIFICATION OF THE FIRM:** Qualifications to be considered include but are not limited to: technical experience in performing work of a closely similar nature; experience working with transit properties or other public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subcontractors; and assessments by client references.
- 2. SYSTEM FEATURES AND FUNCTIONALITIES:** Features and functionalities of the proposed solution will be considered, particularly in comparison to VTA’s core functionality requirements. Consideration will be given to workflow features, including ease of use, automation of processes, and the extent to which the proposed solution increases efficiency in the procurement and auxiliary processes.
- 3. TRANSITION PLAN, IMPLEMENTATION PLAN, AND ON-GOING SUPPORT:** Transition and implementation process simplicity and duration will be considered, assigning more value to plans that can be completed with less focused effort and time. The proposed plan to provide for on-going technical and user support will be a factor.
- 4. COST PROPOSAL:** The reasonableness of the total price and competitiveness of this amount with other Proposals received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; and basis on which prices are quoted.
- 5. LOCAL FIRM PREFERENCE:** Five (5) points shall be awarded if at least fifty percent (50%) of the dollar value of services to be rendered will be performed by a local firm. An additional point shall be awarded for each additional ten percent (10%) of the dollar value of services to be performed by a local firm, to a maximum point award of ten (10) points.



- B. EVALUATION PROCEDURE:** The review board will evaluate Proposals based on the pre-established criteria to determine the successful Proposer or establish a shortlist of firms to interview. VTA reserves the right to conduct interviews at its discretion.

Proposers are asked to keep the interview date stated in Section I, A Table 1 available in the event the review board conducts interviews. If invited to interview, VTA will notify Proposers regarding the schedule and other pertinent interview information. Typically, the interview is scheduled for one (1) hour and requires the project manager to be a lead participant.

The names of the review board members are not revealed prior to the interviews. The individual or composite rating and evaluation forms prepared by individual review board members are not retained by VTA and will not be revealed.

- C. BASIS OF AWARD:** When the review board has completed its work, negotiations will be conducted for the extent of services to be rendered.

Award may be made on the basis of initial Proposals submitted without any negotiations or discussions.

This is a “best value” procurement based on procedures consistent with California public contract code section 20301(a). “Best value” is a selection process where the award is based on a combination of price and qualitative considerations. A best value procurement requires tradeoffs between price and non-price factors to select the best overall value to VTA.

Subject to VTA’s right to reject any or all proposals, the Proposer whose Proposal is found to be most advantageous to VTA will be selected based upon consideration of the evaluation criteria.

Thus, VTA will make the award to the responsible Proposer whose Proposal is most advantageous to VTA. Accordingly, VTA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest price Proposal if doing so would not be in the overall best interest of VTA.

When the review board has completed its work, negotiations will be conducted for the extent of services to be rendered.

IV. PROPOSAL FORMAT AND CONTENT

- A. FORMAT:** Proposals shall be typed, as concise as possible and shall not include any unnecessary promotional material. The nature and form of response are at the discretion of the Proposer, but shall include the information listed below.



B. CONTENT: The Proposer shall include the information described below:

- 1. EXPERIENCE AND QUALIFICATION OF THE FIRM:** Describe and quantify your company's technical experience in performing work of a closely similar nature; in particular any experience working with transit properties or other public agencies; record of completing work on schedule; technical experience and strength and stability of any proposed subcontractors; and provide a minimum of three (3) client references. Provide a letter from your financial institution or most recent independent auditor's report attesting to the financial strength and stability of your company. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the Proposer or its insurers within the last five (5) years.
- 2. SYSTEM FEATURES AND FUNCTIONALITIES:** This section shall include a description of the features and functionalities of the proposed solution to clearly show how the core functionality requirements of the RFP are satisfied. Describe what processes are automated by the system, what data fields are shared to minimize duplication of efforts, and how overall efficiencies are obtained. Describe user and administrator functions and system flexibilities. Explain what users and administrators can expect and provide screen shots or other graphics depicting the user experience.
- 3. TRANSITION PLAN, IMPLEMENTATION PLAN, AND ON-GOING SUPPORT:** Explain how VTA would transition to and implement the proposed solution, including training for users and administrators, and how your company would facilitate this effort. Include a proposed schedule to accomplish these tasks, clearly stating the approximate time required to complete the process. Describe the level of on-going technical and user support available during and following implementation and identify any support that will be available for VTA's vendors or other customers who may use the system.
- 3. ADMINISTRATIVE SUBMITTALS:** The Proposer must complete all the forms attached hereto and submit in the Proposal.



V. BUSINESS DIVERSITY PROGRAM POLICY: Contractor shall adhere to VTA’s Business Diversity Program requirements.

A. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE POLICY AND REQUIREMENTS: It is the policy of the Santa Clara Valley Transportation Authority to ensure that Minority and Women-Owned Business Enterprises (“MWBE”), as defined in the VTA MWBE Program, have an equitable opportunity to participate in the performance of contracts and subcontracts financed with local funds. VTA has an 18% MWBE aspirational goal. In this regard, Proposer will use its best efforts to ensure that MWBE firms have an equitable opportunity to compete for subcontract work.

For more information on VTA’s Business Diversity Programs, please see website at www.vta.org/osdb or call the Office of Business Diversity Programs at (408) 321-5962 for assistance in identifying eligible MWBE firms. Listings of eligible firms are also available at the following:

<https://vta.sdbde.com/FrontEnd/VendorSearchPublic.asp?TN=vta&XID=5635>

B. SMALL BUSINESS ENTERPRISE POLICY AND REQUIREMENTS: It is VTA policy to ensure that Small Business Enterprise (“SBE”) firms, as defined in Federal Regulations 13 CFR Part 121 and 49 CFR Part 26, have an equitable opportunity to participate in the performance of contracts and subcontracts.

1. SBE WITH NO SET GOAL ASSIGNMENT: VTA has not established a contract specific SBE goal for this project. However, Proposer is encouraged to make every effort to meet VTA’s overall agency goal of 19% where possible. In this regard, Proposer will use its best efforts to ensure that SBE firms shall have an equitable opportunity to compete for subcontract work under this Contract. Any certified Disadvantaged Business Enterprise (“DBE”) is eligible to participate towards the SBE overall participation goal. SBE firms must be certified or accepted as certified by the VTA Office of Business Diversity Programs (“OBDP”).

Listings for SBE and DBE firms are:

VTA SBE Database:

- <http://www.VTA.org/about-us/doing-business-with-VTA-search-for-sbes>

California UCP DBE Database:

- <https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-search>

2. CONSULTANT REGISTRATION: All SBE DBE and MWBE firms listed on Form 5, Listing of MWBE Prime and Subcontractors and Form 6, Listing of SBE Prime and Subcontractors, must be certified by VTA’s OBDP, the California Unified Certification Program (“CUCP”), and/or accepted as certified by VTA’s OBDP at the time of the



Proposal due date to be counted toward VTA's 19% overall SBE goal. Proposers must comply with VTA's SBE Program Policy and Requirements on utilization of SBE.

- a. Form 5, MWBE Listing of Prime and Subcontractors, Form 6, SBE Listing of Prime and Subcontractors, Form 7, Designation of Subcontractors and Suppliers, in compliance with SBE Program Policy and Requirements, must be submitted at time of Proposal submittal.
 - b. It is the Proposer's sole responsibility to verify to VTA that a sub-consultant has a SBE/DBE certification.
- 3. CONTRACTOR REPORTING:** Proposer will be required to submit electronic monthly DBE utilization reports to the VTA's OBDP through our web-based online system (B2Gnow), accessed from any computer via the internet at the following website: <https://VTA.sbdb.com>. The monthly reports will document payments to the prime and the prime will report payments made to their sub-contractors. At the end of this Contract, Contractor will be required to submit a Final DBE Utilization Report.

Each Contractor and sub-consultant will receive an email providing information with Log-On identification, password and instructions on how to use the system. Proposer agrees to submit any and all required electronic reports to the OBDP.

- 4. FINAL DBE SUBMITTAL:** At the conclusion of this Contract, Contractor will be required to electronically submit a final DBE Utilization Report by indicating a final audit where requested in the B2Gnow system.

C. FRAUDS AND FRONTS: Contactors are cautioned against knowingly and willfully using "fronts" to meet the SBE goal of the Contract. The use of "fronts" or "pass through" subcontracts to non-disadvantaged firms constitutes a criminal violation.

VI. INSURANCE REQUIREMENTS: Contractor shall adhere to the insurance requirements set forth in Exhibit E. Proposer's attention is directed to the insurance requirements in the exhibit. It is highly recommended that Proposers confer with their insurance carriers or brokers in advance of Proposal submission to determine the availability of insurance certificates and endorsements that will be required for the Contract awarded through this RFP.

VII. PROTESTS

A. SOLICITATION PHASE: Prior to the closing date for submittal of Proposal, Proposer may submit to VTA protests regarding the procurement process, or alleged improprieties in specifications, or alleged restrictive specifications. Any such protests must be filed no later than ten (10) working days prior to the scheduled closing date. If necessary, the closing date of this solicitation may be extended pending a resolution of the protest.



B. PRE-AWARD: Protests dealing with alleged improprieties in the procurement or the procurement process that can only be apparent after the closing date for receipt of Proposals must be filed within five (5) working days after issuance of the Notice of Recommended Award. Protests will contain a statement of the grounds for protests and supporting documentation. Protestor will be notified of VTA's final decision prior to issuance of award.

Protestors shall have an opportunity to appear and be heard before the agency prior to the opening of Proposals in the case of protests based on the content of the request for Proposals or prior to final award in the case of protests based on other grounds. Proposer's requests and protests shall be **in writing only** and be addressed to:

Santa Clara Valley Transportation Authority
Attn: Thor Vue, Chief Procurement Officer
Procurement, Contracts & Materials Management
3331 North First Street, Building A
San Jose, California 95134

The full text of VTA's Policy No. 36 may be obtained at <http://www.vta.org/about-us/doing-business-with-vta-policies>. Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

If this Contract is financed with federal assistance, pursuant to 2 C.F.R. § 200.318(k), protesters may raise, with the FTA, matters that are primarily a federal concern. Protesters must raise any federal matters arising out of VTA's award of a contract within five (5) business days of VTA's final decision of the Proposal protest. See 2 C.F.R. § 200.318(k) for details.

VIII. SCOPE OF SERVICES:

1.0 BACKGROUND: VTA's current procurement processes are completed using a combination of manual, automated, and electronic systems. At present, requests for procurement transactions are completed and the documentation routed through DocuSign for review and approval. The requests are then sent via e-mail to a procurement e-mail inbox, where they are reviewed for completeness, logged, and assigned to a procurement staff member for processing.

VTA's solicitation and contract documents are prepared in Microsoft Word, Excel, and Adobe applications, and electronically housed in shared drives on VTA's network, or in SharePoint, Aconex, or other collaboration sites. Final contract documents are manually uploaded to an internal Contracts Center in SharePoint, to allow availability for internal stakeholder review.



A Drupal platform vendor portal (“Vendor Portal”), accessed through the VTA website is used to post solicitations and related documents for public view and downloading, facilitating VTA’s need to conduct competitive procurements. The Vendor Portal is a self-serve platform that allows vendors to create accounts, reset their password, and edit their profiles on their own. The Vendor Portal also helps VTA manage vendor registrations and track plan holders. Offeror questions concerning solicitations are submitted to VTA via e-mail. Vendor responses to solicitations are presently required to be submitted manually, in both hard and soft copy form to VTA.

VTA’s Vendor Portal is capable of CSV file exports of the following data sets:

- registered vendors and their profile details;
- published solicitations and certain key details, and metrics;
- vendor activity on each individual solicitation; and
- sent emails for each individual solicitation, with certain key details.

In the Vendor Portal, subscriptions and solicitations are all categorized by North American Industry Classification System (“NAICS”) codes.

VTA uses SAP for its Enterprise Resource Planning (“ERP”) applications, and a customized module within SAP, known as “ZV Contracts,” assists in tracking procurement transactions, contract information, and managing staffing assignments and workloads. SAP is also used by VTA to generate requisitions and encumber funds under purchase orders.

An “e-Invoice” automation portal provides for integration of invoice submission and approval processes with SAP to facilitate invoice reviews, approvals, and other accounts payable procedures.

Insurance documentation is currently requested from vendors through e-mail and VTA does not have the ability to automatically notify vendors when renewal documentation is due.

2.0 PURPOSE AND OBJECTIVES: VTA desires a robust, comprehensive e-Procurement Solution that will streamline current procedures and increase staff efficiencies. The successful Proposer will provide a solution that meets all or most of VTA’s core functionality requirements and may also meet VTA’s non-essential requirements, as described under the following categories.

- A. Self Service Vendor Registration
- B. Vendor Database
- C. Pre-solicitation
- D. Solicitation
- E. Pre-award
- F. Award



- G. Post-award
- H. Contract Administration
- I. Contract Management
- J. Hosting, Maintenance, and Technical Support
- K. Applicable Standards

A. SELF-SERVICE VENDOR REGISTRATION

Core functionality requirements:

- web-page portal integration on VTA's website;
- vendor online registration 24 hours per day/7 days per week/365 days per year;
- vendor capability to upload documents online;
- Commodity/Service Category codes or North American Industrial Classification System (NAICS) Code;
- automated system notification to vendor of successful registration; and
- options for vendors to be notified when new solicitations are posted under selected categories.

Non-essential requirement:

- ability for VTA to approve vendor registrations.

B. VENDOR DATABASE

Core functionality requirements:

- database of all registered vendors;
- store vendor contact information;
- store contact information for a minimum of two (2) contacts per vendor; and
- vendor directory search, filter, and profile viewing capabilities.

Non-essential requirements:

- ability for VTA to register vendors (with option to enable/disable).

C. PRE-SOLICITATION

Core functionality requirements:

- determination of procurement method, description, status;
- assignment of project managers;
- assignment of contract administrators / buyers; and
- placeholder to upload various pre-solicitation and solicitation documents, exhibits, schedules, and attachments.

Non-essential requirements:

- integrated document preparation and version control;
- approval for final solicitation (with option to enable/disable); and
- workflow and approval process tracking.



D. SOLICITATION

Core functionality requirements:

- automated notifications of newly posted solicitations to registered vendors under selected NAICS codes;
- VTA's ability to manually add additional vendors and other participants;
- track and report on vendor notifications and downloads;
- track and report if vendor is Disadvantaged Business Enterprise/Small Business Enterprise ("DBE" and "SBE");
- solicitation and addenda posting;
- automated vendor notification if an addendum is posted;
- ability for vendors to ask and VTA to respond to questions and clarification requests;
- ability for vendors to send approved equals requests online;
- post responses to questions and/or clarifications on approved equals; and
- automated notifications to vendors if responses to questions and/or clarifications and or approved equals are posted.

Non-essential requirements:

- automated notification to VTA for procurement due dates, such as bid due date, pre-bid or pre-proposal meeting, etc.; and
- automated secondary notifications to vendors of procurement activities, such as questions and/or clarifications due date, pre-proposal or pre-bid conference, solicitation due date and time.

E. PRE-AWARD

Core functionality requirements:

- options for vendors to submit proposals/bid online;
- time and date stamp for when proposals are received;
- firm stop to prevent submittal of late quotes/bids/proposals;
- ability to support sealed bid procurements;
- ability to pre-qualify firms prior to bidding;
- placeholders for the following:
 - bid abstract;
 - list of all primes and subs;
 - contractor's (primes and subs) license and certifications;
 - System for Award Management and/or Data Universal Numbering System reports;
 - vendor responsiveness and responsibility verification documents;
 - State of California business status;
 - pre-award survey audit / reference check;
 - Buy America Compliance, certifications and audit reports;
 - DBE Analysis & Good Faith Efforts ("GFE");
 - technical evaluation forms;



- pre-award debriefing;
- cost or price analysis
- protest filing and tracking records;
- negotiation records;
- proposal/bid evaluation on-line; and
- notice of intent to award or rejection.

F. AWARD

Core functionality requirements:

- capable of managing multiple awards from a single solicitation;
- automated notice of award or rejection notification;
- upload relevant documents; and
- allow vendors to submit insurance documentation to the site.

Non-essential requirements

- generate editable contract template in Word document;
- produce purchase order; and
- track interoffice correspondence;

G. POST-AWARD

Core functionality requirements:

- tracking for bonds and bid security return;
- tracking of contract change orders (“CCOs”), task orders, and amendments;
- upload relevant documents; and
- insurance documentation routing, renewal notifications.

Non-essential requirements

- perform cost or price analysis for CCOs, task orders, and amendments;
- automated Notice to Proceed notification; and
- provide claims notice and release, and preliminary notices to stop work.

H. CONTRACT ADMINISTRATION

Core functionality requirements:

- tracking of certificate of insurance certification and bonds and automated notification prior to expiration;
- tracking of contract terms (initial terms and option years);
- automated notification to VTA stakeholders and contractors before contract expiration;
- tracking and posting of amendments, task orders, CCOs;
- generate reports for all open and/or closed contracts and agreements with the ability to data sort based on type of agreement, project, funding source, and DBE/SBE goal; and
- generate report for all contracts tied to a specific capital project;



Non-essential requirements:

- tracking of milestone progress and payments;
- tracking of contractor performance; and
- payment tracking to prime contractors and subcontractors;

I. CONTRACT MANAGEMENT

Core functionality requirements:

- view current open and closed contracts (searchable);
- ability to view and print contract documentation; and
- activity alerts/notifications.

Non-essential requirements:

- warranty tracking.

2.1 HOSTING, TRAINING, MAINTENANCE, AND TECHNICAL SUPPORT

Core functionality requirements:

- implementation testing;
- start-up training to VTA procurement staff and stakeholders;
- on-going hosting, software maintenance, data backup, and upgrades of the system during the term of services;
- troubleshooting tips and/or FAQ's online; and
- technical support to VTA and to registered or potential vendors.

2.2 APPLICABLE STANDARDS

Core requirements:

- system must be accessible by different means of web browsers. (i.e. Internet Explorer, Google Chrome, Safari, Firefox, etc.);
- single sign-on capability;
- drop-down menus in addition to manual data entry capabilities;
- role-based security and administrator permissions for controlling staff access;
- cyber security qualifications and protocols;
- VTA to maintain ownership of data;
- solution for public-sector procurement;
- user-friendly solution, focused on generating efficiencies for VTA;
- branding for VTA; and
- Americans with Disabilities Act (ADA) compliant solution.

Non-essential requirements:

- possibility to import from and export to current financial software (SAP) used by VTA; and
- possibility for integration, customization, additional options and/or modules.



3.0 TASKS

The successful Proposer shall conduct the following tasks:

- provide the electronic solution;
- collaborate with VTA to ensure solution is functional at VTA prior to implementation;
- train VTA procurement staff in use of the system;
- train VTA stakeholders/end users;
- provide technical support to VTA; and
- provide for assistance to VTA's vendors/potential vendors via available online tools.



IX. ADMINISTRATIVE SUBMITTALS

Proposer must submit all forms and as part of the Proposal:

FORM 1. GENERAL INFORMATION

FORM 2. LEVINE ACT STATEMENT

FORM 3. EXCEPTIONS TO THE CONTRACT

FORM 4. COST PROPOSAL FORM

FORM 5. LISTING OF MWBE PRIME AND SUBCONTRACTORS

FORM 6. LISTING OF SBE PRIME AND SUBCONTRACTORS

FORM 7. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

FORM 8. LOCAL FIRM CERTIFICATION



FORM 1. GENERAL INFORMATION

Instructions: Please complete this form and include in your Proposal. On a separate page, list all subconsultants; include company name, address, phone number and type of service.

| | | | |
|-------------------------|--|-------------|--|
| Company Name | | | |
| Street Address | | | |
| City/State/Zip | | | |
| Phone No. | | DIR No. | |
| DUNS No. | | CAGE No.* | |
| Federal Taxpayer ID No. | | NAICS Codes | |

*Commercial and Government Entity (www.sam.gov)

POINT(S) OF CONTACT

| | |
|-----------------------|-------|
| <u>Primary</u> | |
| Name/Title | _____ |
| Phone No. | _____ |
| Cell Phone No. | _____ |
| E-mail | _____ |

| | |
|-------------------------|-------|
| <u>Alternate</u> | |
| Name/Title | _____ |
| Phone No. | _____ |
| Cell Phone No. | _____ |
| E-mail | _____ |

AUTHORIZED SIGNATORIES:

| | |
|-----------------------|-------|
| <u>Primary</u> | |
| Name/Title | _____ |
| Signature | _____ |
| E-mail | _____ |

| | |
|-------------------------|-------|
| <u>Alternate</u> | |
| Name/Title | _____ |
| Signature | _____ |
| E-mail | _____ |



FORM 2. LEVINE ACT STATEMENT

Prime Proposer and Subconsultants must submit a signed Levine Act Statement

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer, or alternate, of a local government agency from participating in the award of a contract if he or she receives any contributions totaling more than \$250 in the twelve (12) months preceding the pendency of the contract award, and for three (3) months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for elective office or on behalf of any committee in federal, state or local elections.

VTA's [Board members](#) and their alternates as of the date of this RFP are as follows:

| Name | Title | Represents |
|-------------------------|----------------------------|--|
| Teresa O'Neill | Chairperson | City of Santa Clara |
| Cindy Chavez | Vice Chairperson | County of Santa Clara |
| Magdalena Carrasco | VTA Board Member | City of San Jose |
| Charles "Chappie" Jones | VTA Board Member | City of San Jose |
| Lan Diep | VTA Board Member | City of San Jose |
| Sam Liccardo | VTA Board Member | City of San Jose |
| Raul Peralez | VTA Board Member | City of San Jose |
| Devora "Dev" Davis | VTA Alternate Board Member | City of San Jose |
| John McAlister | VTA Board Member | City of Mountain View |
| Adrian Fine | VTA Alternate Board Member | City of Palo Alto |
| Rob Rennie | VTA Board Member | Town of Los Gatos |
| Howard Miller | VTA Alternate Board Member | City of Saratoga |
| Larry Carr | VTA Board Member | City of Morgan Hill |
| Marie Blankley | VTA Alternate Board Member | City of Gilroy |
| Rich Tran | VTA Board Member | City of Milpitas |
| Glenn Hendricks | VTA Alternate Board Member | City of Sunnyvale |
| Dave Cortese | VTA Board Member | County of Santa Clara |
| Susan Ellenberg | VTA Alternate Board Member | County of Santa Clara |
| Jeannie Bruins | Ex-Officio Member | Metropolitan Transportation Commission |

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any VTA Board member or alternate in the twelve (12) months preceding the date of the issuance of this RFP?

No ___ Yes ___ Please identify the Board member or alternate: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any VTA Board member or alternate in the three months following the award of the contract?

No ___ Yes ___ Please identify the Board member or alternate: _____

Answering yes to either of the two questions above does not preclude VTA from awarding a contract to your firm. It does, however, preclude the identified Board member or alternate from participating in the contract award process for this contract.

Signature: Firm Name: Date:



FORM 3. EXCEPTIONS TO THE CONTRACT

This form shall include any exceptions the Proposer takes to the Contract, which includes the “Compensation, Invoicing and Payment” and “Indemnity and Defense of Claims” and “Insurance Requirements.” If Proposer takes no exceptions, check the field “Proposer takes no exceptions” below.

All exceptions to the Contract terms and conditions must be stated on this form and submitted with the Proposal. Proposer’s failure to take timely exception to VTA’s terms and conditions expressly waives Proposer’s right to challenge or request modification of such terms and conditions and is conclusive evidence of Proposer’s assent thereto.

Proposer takes exception to the following:

| Section Reference | | Disposition (For VTA Use Only) |
|-------------------------------|--|--------------------------------|
| *Insert proposed changes here | | |
| Section Reference | | Disposition (For VTA Use Only) |
| *Insert proposed changes here | | |

*Make copies of this page if necessary

“Proposer takes no exceptions”

Firm Name:

Name

Title

Signature

Date



FORM 4. COST PROPOSAL FORM

**EXCEL File Filename: "Form 4 - Cost Proposal Form.xlsx"
TO BE DOWNLOADED FROM VTA WEBSITE**



FORM 5. LISTING OF MWBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

MWBE: Yes No Age of Firm _____

Address: _____ Name & Title: _____

City, State, _____ Signature/ _____

Zip: _____ Date _____

Contract dollar value must exclude work performed by non-MWBE except materials or equipment purchased and used in this contract.

CREDIT FOR MWBE VENDOR of materials or supplies is **limited to 60%** of its expenditures for materials and supplies required under this Contract and obtained from a MWBE regular dealer. Credit for MWBE manufacturers is given at 100% toward the MWBE goal **only where the MWBE vendor manufactures or substantially alters the material prior to resale.**

CREDIT FOR MWBE BROKERS (Distributor or Representative) is limited to the fees and commissions of the amount paid. All other firms receive 100% credit, less work subcontracted by the MWBE to non-MWBE firms, towards the MWBE goal.

A MWBE must be certified or accepted as Certified by VTA. Refer to 49CFR Part 26.

| Name & Address of Certified DBE | Certification Number | Agency Certifying | Age of Firm | Dollar Value Of Contract |
|---------------------------------|----------------------|-------------------|-------------|--------------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

Description of Work

1. _____

2. _____

3. _____

4. _____

5. _____

MWBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:

Total Contract Amount \$ _____

MWBE Contract Amount \$ _____

MWBE Contract Amount MWBE Goal Achieved MWBE Contract Goal



FORM 6. LISTING OF SBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

SBE: Yes No Age of Firm _____

Address: _____ Name & Title: _____
 City, State, _____ Signature/ _____
 Zip: _____ Date _____

Contract dollar value must exclude work performed by non-SBE except materials or equipment purchased and used in this contract.

CREDIT FOR SBE VENDOR of materials or supplies is limited to 60% of its expenditures for materials and supplies required under this Contract and obtained from a SBE regular dealer. Credit for SBE manufacturers is given at 100% toward the SBE goal only where the SBE vendor manufactures or substantially alters the material prior to resale.

CREDIT FOR SBE BROKERS (Distributor or Representative) is limited to the fees and commissions of the amount paid. All other firms receive 100% credit, less work subcontracted by the SBE to non-SBE firms, towards the SBE goal.

A SBE must be certified or accepted as Certified by VTA. Refer to 49CFR Part 26.

| Name & Address of Certified SBE | Certification Number | Agency Certifying | Age of Firm | Dollar Value Of Contract |
|---------------------------------|----------------------|-------------------|-------------|--------------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

Description of Work

1. _____
 2. _____
 3. _____
 4. _____
 5. _____

SBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:

Total Contract Amount \$ _____
 SBE Contract Amount \$ _____

$$\frac{\text{SBE Contract Amount}}{\text{SBE Contract Goal}} \times 100 = \frac{\text{SBE Goal Achieved}}{\text{Base Contract}} \times 100$$



**FORM 7. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS
FOR
DATA COLLECTION REQUIREMENTS**

Proposer: _____

Proposer shall completely fill in the form below for each proposed subcontract for all subcontractors, suppliers of materials, subconsultants. Include all firms, regardless of ethnicity, gender or SBE or DBE status. Some information, such as ethnicity and gender is for information purposes only.

This form is to be completed and submitted with your Proposal.

| Firm Name | City and State | Portion of Work or Proposed Item | Ethnicity* | Gender+ | Estimated Dollar Amount of Subcontract |
|-----------|----------------|----------------------------------|------------|---------|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| | | | |
|-------------|---------------------|----------|--------------|
| *A=Asian | *AI= Asian Indian | *B=Black | *C=Caucasian |
| *H=Hispanic | *NA=Native American | *O=Other | |

| | |
|-----------|---------|
| +F=Female | +M=Male |
|-----------|---------|

Total Proposed Amount: \$ _____

Amount to be subcontracted: \$ _____

Percent to be subcontracted: _____ %



FORM 8. LOCAL FIRM CERTIFICATION

1. The Proposer hereby certifies that it is ___ / is not ___ a local firm. A local firm is a firm that currently has its main office or a branch office with meaningful production capability located within Santa Clara County, or a firm that, upon award of the contract by VTA, will establish such a local office.

If a local firm, specify local address: _____

2. The Proposer hereby certifies that _____% of the dollar value of services to be rendered will be performed by the following local firms (including Proposer, if applicable):

| Name of Proposer or Subcontractor | % of Dollar Value |
|-----------------------------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. The above-listed subcontractors are local firms as defined in paragraph 1 above, and are located at the following local addresses:

| Subcontractor Name | Address |
|--------------------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Firm Name: _____

Name _____ Title _____

Signature _____ Date _____



X. EXHIBITS

EXHIBIT A SAMPLE CONTRACT

EXHIBIT B SCOPE OF WORK

EXHIBIT C VTA GENERAL TERMS AND CONDITIONS

EXHIBIT D INDEMNITY AND DEFENSE OF CLAIMS

EXHIBIT E INSURANCE REQUIREMENTS

EXHIBIT F COMPENSATION, INVOICING, and PAYMENT

EXHIBIT G SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

EXHIBIT H RATE SCHEDULE



**EXHIBIT A SAMPLE CONTRACT
CONTRACT S19227**

THIS CONTRACT (“Contract”) is by and between _____ (“Contractor”) and Santa Clara Valley Transportation Authority (“VTA”). This Contract expresses the terms and conditions for the purchase of an e-Procurement System. Contractor and VTA, for the consideration hereinafter named, agree as follows:

A. CONTRACT COMPONENTS: This Contract and all of the documents listed below, which are attached as exhibits, are collectively known and referenced as “Contract S19227” or “Contract.” The documents below constitute the entire agreement between the parties hereto.

Contract S19227 components:

| | | |
|----|-----------|--------------------------------------|
| 1. | Exhibit B | Scope of Work |
| 2. | Exhibit C | VTA General Terms and Conditions |
| 3. | Exhibit D | Indemnity and Defense of Claims |
| 4. | Exhibit E | Insurance Requirements |
| 5. | Exhibit F | Compensation, Invoicing, and Payment |
| 6. | Exhibit G | Business Diversity Requirements |
| 7. | Exhibit H | Rate Sheet |

In case of any conflict among these documents where the parties’ intended resolution is not clear, the order of precedence shall be in the order listed above. In the event that any of the language set forth in the Contract is inconsistent or contradictory, then the language that is most favorable to VTA shall control.

B. SCOPE OF WORK: Contractor shall provide the services as stated in the Scope of Work (Exhibit B) (“Services”), which shall include, without limitation, all licensed materials, any and all professional services, and support services (hereinafter “Deliverables”).

C. TERM OF CONTRACT: The term of this Contract shall commence on March 15, 2020, and continue through March 14, 2027 unless otherwise earlier terminated pursuant to the terms and conditions set forth herein).

D. CONTRACT PRICE: VTA shall pay Contractor at the agreed-upon payment structure in the not-to-exceed amount of \$XXXXX (including tax) in accordance with the Rate Schedule (Exhibit H) and Compensation, Invoicing, and Payment (Exhibit 1-C).

E. AUTHORIZED REPRESENTATIVES, NOTICES AND POINTS OF CONTACT: The Authorized Representatives identified below, or assigned designees, have authority to authorize changes to the scope, terms and conditions of this Contract, as set forth herein.

1. AUTHORIZED REPRESENTATIVES:



VTA:

Thor Vue
Chief Procurement Officer
3331 N. First Street, Bldg. A
San Jose, CA 95134-1906
thor.vue@vta.org

Contractor's Company Name

Name
Title
Address
Address
Email

2. **NOTICES:** Notices shall be in writing and addressed to the Authorized Representatives at the address set forth above.
3. **POINTS OF CONTACT:** The Points of Contact listed below are authorized to communicate regarding Contract matters, except in the case where correspondence regarding legal notices must be addressed to the Authorized Representatives.

VTA:

Norman David
Contracts, Administrator
3331 N. First Street, Bldg. A
San Jose, CA 95134-1906
norman.david@vta.org

Contractor's Company Name.

Name
Title
Address
Phone:
Email:

4. Written notification to the other party shall be provided, in advance, of changes in the names or addresses of the designated Authorized Representatives or Points of Contact stated above.

Signatures of the parties on the following page



In witness whereof, VTA and CONTRACTOR have executed this Contract S19227 as of the last date set forth below.

*Santa Clara Valley Transportation
Authority*

Contractor's Co. Name.

Nuria I. Fernandez Date
General Manager/CEO

Name Date

Approved as to Form:

VTA Counsel Date

EXHIBIT B SCOPE OF WORK

[TO BE INSERTED BY VTA PERSONNEL]

EXHIBIT C VTA GENERAL TERMS AND CONDITIONS

A. ASSIGNMENT AND SUBCONTRACTS:

1. Contractor shall not assign or transfer this Contract or any portion thereof without the prior written consent of VTA. Additionally, Contractor shall not subcontract any part of the Services other than to those subcontractors that may be identified herein. Any assignment, transfer, change or subcontract in violation of this Contract shall be void.
2. Contractor shall be fully responsible and liable for the Services, products and actions of its subcontractors, and shall include in each subcontract any provisions necessary to make all the provisions of this Contract fully effective.

B. CHANGES: By written notice from VTA's Authorized Representative, VTA may, from time to time, make requests for changes within the general scope of this Contract. If any such changes cause an increase or decrease in Contractor's costs to perform the Services or in the time required for its performance, the parties shall agree to a mutually acceptable change order to the Contract.

C. INDEMNITY AND INSURANCE: Contractor shall adhere to the indemnity and insurance requirements that are set forth in Exhibit 1-A and Exhibit 1-B, which is attached hereto.

D. AUDIT AND RECORDS:

1. Contractor shall maintain, in accordance with generally accepted accounting principles and practices, complete books, accounts, records and data with respect to costs incurred for the Services. Such documentation shall be supported by properly executed payrolls, invoices, contracts and vouchers evidencing in detail the nature and propriety of any charges and sufficient to allow a proper audit of the Services. All checks, payrolls, invoices, contracts and other accounting documents pertaining in whole or in part to the Services shall be clearly identified and readily accessible. Contractor must keep detailed records of payments to all subcontractors.
2. For the duration of the implementation portion of the Contract, and for a period of three (3) years thereafter, VTA, its representatives and the state auditor shall have the right to examine and audit during Contractor's normal business hours these books, accounts, records, data and other relevant information to the extent required to verify the costs incurred hereunder where such costs are the basis for billings under this Contract.
3. The provisions of this section shall be included in any subcontracts hereunder.

E. PROHIBITED INTERESTS:

1. **SOLICITATION:** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, VTA shall have the right to rescind this Contract without liability.
2. **INTEREST OF PUBLIC OFFICIALS:** No Board Member, officer or employee of VTA during his or her tenure or for two years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. The foregoing does not include any share purchases made on open markets by such persons in any entity that may own or be related to Contractor.
3. **INTEREST OF CONTRACTOR:** Contractor covenants that, presently, Contractor, its officers, directors or agents, have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree (or create an appearance of conflict) with the performance of the Services. Contractor further covenants that in the performance of this Contract no person having any such interest shall be knowingly employed.

F. TERMINATION AND SUSPENSION:

1. **TERMINATION FOR CAUSE:** VTA, by written notice given to Contractor, may declare default in Contractor's performance of any term of this Contract, specifying with particularity the basis for such default. Contractor shall deliver a response thereto in writing to VTA within five (5) business days of receipt of the notice, setting forth a reasonable proposal to cure the default. If Contractor fails to deliver the foregoing response on time or fails to cure the default within ten (10) business days after receipt of the notice (or within such additional time the parties may agree upon in writing), VTA may elect to terminate this Contract for cause by serving written notice thereof to Contractor.
 - a) In the event of such termination for cause, VTA shall be relieved of any obligation of further payment to Contractor and may complete the remainder of the Services by itself or using an alternative, third-party contractor. The reasonable additional cost to VTA for completing the Services shall be deducted from any sum due to Contractor and the balance, if any, shall be paid to Contractor upon demand. If VTA terminates for cause, Contractor shall refund any prepaid fees for Services not yet provided, including support fees (if applicable). The foregoing shall be in addition to any other legal or equitable remedies available to VTA.
 - b) If, after termination for failure to fulfill Contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of VTA pursuant to Section F.2. TERMINATION FOR CONVENIENCE, below.

c) Upon any expiration or termination of this Contract, Contractor will, if requested by VTA, continue to provide the Services to VTA for a period of up to twelve (12) months following the date of termination or expiration of the Contract (the “Transition Period”), provided VTA continues to pay the applicable fees for such period. During the Transition Period, Contractor will also make available to VTA such other services as mutually agreed to by the parties (collectively, "Transition Services"). Contractor will cooperate in good faith with VTA and any new service provider selected by VTA in the performance of its obligations under this Section and Contractor further agrees to work in good faith with VTA and any new service provider in the development and carrying out of a transition plan as part of the Transition Services.

2. TERMINATION FOR CONVENIENCE: VTA may terminate this Contract, in whole or in part, at any time by written notice to Contractor when it is in VTA’s best interest.

G. SERVICE OF NOTICE: Any notice required or permitted to be given by this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient as stated in the Points of Contact section, or at any other address which either party may subsequently designate in writing to the other party.

H. GENERAL PROVISIONS:

1. OWNERSHIP: Contractor acquires no right, title, or interest from VTA or its users to VTA data, including any intellectual property rights therein (collectively, “VTA Property”). Except for VTA Property, Contractor shall retain ownership rights to any Deliverables provided by Contractor hereunder.

2. NONDISCRIMINATION: During performance of this Contract, Contractor, its employees and subcontractors shall not unlawfully discriminate, harass or allow harassment against any person because of race, religious creed, color, sex, gender, gender identity, gender expression, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), genetic information, marital status, age (over 40), sexual orientation or military and veteran status. In addition, Contractor and any subcontractor shall not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to use family care leave. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment.

3. GOVERNING LAW: The laws of the State of California will govern these terms and conditions, as well as any claim that might arise between Contractor and VTA, without regard to conflict of law provisions.

4. FORUM SELECTION: Contractor will resolve any claim, cause of action or dispute (claim) that Contractor has with VTA arising out of or related to this Contract in a state or federal court located in Santa Clara County, California. Contractor agrees to submit to the personal

jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.

5. **CONFIDENTIALITY AND DISCLOSURE:** Except as set forth in this paragraph, neither Party may disclose to third parties any information, data, or materials that one Party (the “Receiving Party”) obtains from the other Party (the “Disclosing Party”) or otherwise learns of or is exposed to in the course of the performance of this Contract or information developed or obtained by the Receiving Party in the performance of this Contract (“**Confidential Information**”). In addition, the Receiving Party must not disclose or use any Confidential Information for any purpose other than the performance of the Services. Notwithstanding the foregoing, either Party may disclose Confidential Information to third parties or use such information for purposes other than performance of the Services if: (1) the Disclosing Party provides express written consent for such use or disclosure; (2) the information is known to the Receiving Party prior to obtaining such information from the Disclosing Party or performing Services under this Contract; (3) the information is, at the time of disclosure by the Disclosing Party, then in the public domain; (4) the information is obtained by or from a third party who did not receive it, directly or indirectly, from the Disclosing Party and who has no obligation of confidentiality with respect thereto. In addition, the Receiving Party may disclose Confidential Information if required to do so under applicable law or by court order. However, upon receipt of an order requiring such disclosure, the Receiving Party must inform the Disclosing Party as soon as practicable in order to allow the Disclosing Party to challenge such order if it determines that such challenge is appropriate. For purposes of this Section, “third parties” do not include those employees or authorized subcontractors engaged in the performance of the Services.

Furthermore, VTA may disclose Confidential Information when compelled to disclose by law (including the California Public Records Act, any other applicable public disclosure laws and/or court orders). If VTA receives a request for a public record (or records) that includes Confidential Information within VTA’s possession or control and VTA reasonably believes it is legally required to disclose such Confidential Information, VTA will provide Contractor with reasonable notice prior to disclosing such public records, it being understood that VTA may have ten (10) or fewer days to respond to such requests. VTA shall not be deemed to breach this Contract if VTA complies with a request for public records (including anything deemed herein to be Confidential Information) if it determines, in its reasonable judgment, that applicable law requires disclosure of the information requested.

6. **NONWAIVER:** The failure of either Party to enforce any provision of this Contract or failure to exercise any right or to prosecute any default shall neither be considered a waiver of that provision/right nor bar prosecution of that default.
7. **SEVERABILITY:** If any of the provisions of this Contract (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and

enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.

- 8. INDEPENDENT CONTRACTOR:** In its performance of the Services, Contractor will be acting as an independent contractor and not the agent or employee of VTA.
- 9. AMENDMENT:** Except as expressly provided herein, the provisions of this Contract shall not be altered, modified or amended except through the execution of a written amendment executed by VTA and Contractor.
- 10. COMPLIANCE WITH APPLICABLE LAW:** In the performance of the Services, Contractor and its subcontractors shall comply with all applicable requirements of state, federal and local law. The provision of this paragraph shall be included in any subcontracts hereunder.
- 11. DOCUMENTS AND WRITTEN REPORTS:** In accordance with Government Code § 7550(a), any document or written report prepared in whole or in part by nonemployees of VTA shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost of the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000.00). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.
- 12. TRAVEL:** Travel expenses related to the performance of Services shall be reimbursed for actual and reasonable costs incurred for mileage, transportation, lodging, meals, and other miscellaneous expenses. Air travel, auto rental, and lodging should be “economy” based and traveler should obtain the lowest price possible. Lodging rates for the Palo Alto, Sunnyvale, and San Jose area are defined by the GSA website www.gsa.gov. The meals and incidental expenses shall not exceed the per diem rates, as stated on GSA website www.gsa.gov/mie. At no time shall alcohol, travel upgrades, fines, memberships, loss of personal property or cash, “no shows,” or personal itinerary changes be subject to reimbursement by VTA. All expenses related to travel shall be verified by legible, itemized receipts attached to a summary that provides the name of traveler, the date(s) traveled, and an itemized a description of each expense. VTA must approve in writing any item estimated to exceed \$500.00 prior to incurring the expense.
- 13. EXCUSABLE DELAYS/FORCE MAJEURE:** If Contractor is delayed at any time during the progress of the Services by the neglect or failure of VTA or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by VTA subject to the following cumulative conditions:
 - a) The cause of the delay arises after the Effective Date and neither was nor could have been anticipated by Contractor by reasonable investigation before the Effective Date. Such cause may include force majeure events such as events or circumstances beyond the reasonable control of Contractor, including but not limited to acts of God;

earthquake, flood and any other natural disaster; civil disturbance; fires and explosions; war and other hostilities; or embargo;

- b) Contractor demonstrates that the completion of the Services and/or any affected deliveries will be actually and necessarily delayed;
- c) Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts, and measures, whether before or after the occurrence of the cause of delay; and
- d) Contractor makes written request and provides other information to VTA as described below.

A delay meeting all of the conditions of this section is an excusable delay. Any concurrent delay that does not constitute an excusable delay will not be the sole basis for denying a request hereunder. VTA reserves the right to rescind or shorten any extension previously granted if subsequently VTA determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, VTA will not rescind or shorten any extension previously granted if Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by Contractor.

No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with VTA within fourteen (14) calendar days after the commencement of the delay and (2) a written request, stating in reasonable detail the causes, the effect to date, the probable future effect on the performance of Contractor under the Contract, and the portion or portions of the Services affected, is filed by Contractor with VTA within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. VTA shall make its determination within thirty (30) calendar days after receipt of the request. If any failure or delay caused by a force majeure event continues for thirty (30) days or longer, VTA will have the right to terminate this Contract without cost or liability upon notice to Contractor and to receive a refund of all pre-paid fees for any performance not yet delivered.

14. ENTIRE AGREEMENT: This Contract constitutes the complete and entire agreement between VTA and Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written, which are not incorporated as part of the Contract.

15. COUNTERPARTS: This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

EXHIBIT D INDEMNITY AND DEFENSE OF CLAIMS

A. GENERAL INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless VTA and its respective board members, officers, agents, employees, and consultants (each an “Indemnitee”) from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, costs, or judgments (each, a “Claim” and collectively, the “Claims”), including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of Contractor and its officers, directors, agents, employees, and subcontractors, during the performance of this Contract, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid by Contractor to subcontractors, if any; (c) any material misrepresentation or breach of any representation, warranty, covenant or other provision in this Contract; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of an Indemnitee.

B. INFRINGEMENT INDEMNIFICATION:

1. Contractor agrees to indemnify, defend, and hold harmless Indemnitee from and against any and all Claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any actual or alleged infringement of any intellectual property rights by the Deliverables, Services, or use of any of the aforementioned.
2. To the greatest extent permitted by law, Contractor agrees, at its own expense, and upon written request by VTA, or any individual Indemnitee, to immediately defend any suit, action, claim, or demand brought against any Indemnitee founded upon, alleging, or implicating any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, or fees and costs covered by Contractor’s indemnity obligation set forth in Section (1) immediately above and regardless of whether Contractor and/or any of its agents, employees, or subcontractors did, in fact, infringe any intellectual property rights.
3. If any part of Services or Deliverables is, or in Contractor’s judgment may become, the subject of any infringement claim, or is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party intellectual property right, Contractor will, at its expense and option, do one of the following: (a) procure for VTA the necessary right to continue using the Services or Deliverables; (b) replace or modify the infringing portion of the Services or Deliverables with a functionally equivalent item or portion thereof, or (c) if none of the foregoing are commercially reasonable, Contractor may terminate this Contract upon written notice to VTA and refund to VTA a pro-rated amount of any pre-paid fees (including pre-paid support/maintenance fees).

4. Contractor shall have no liability or obligation hereunder with respect to any claim to the extent based upon (i) any use of the Services or Deliverables by VTA not strictly in accordance with this Contract or in an application or environment or on a platform or with devices for which it was not reasonably designed or reasonably contemplated, (ii) modifications, alterations, combinations or enhancements of the Services or Deliverables not created or authorized by Contractor, or (iii) VTA's continuing allegedly infringing activity after being notified thereof.
 5. **Infringement Indemnification Procedures:** Contractor's obligations under the Infringement Indemnification sections are expressly conditioned on the following: VTA shall (a) promptly notify Contractor, in writing, of any such Claim of which VTA has actual knowledge (provided that failure to do so will only release Contractor from this indemnity obligation to the extent that such failure led to material prejudice), (b) in writing, grant Contractor sole control of the defense of any such claim and of all negotiations for its settlement or compromise, provided that no such settlement or compromise may impose any liability or other obligations on VTA, and (c) reasonably cooperate with Contractor to facilitate the settlement or defense of the claim. Notwithstanding the foregoing, VTA may participate, at VTA's own expense, in the defense of such Claim.
- C. **SURVIVAL:** This indemnity and defense of claims provision will survive the expiration or termination of the Contract and remain in full force and effect.

EXHIBIT E INSURANCE REQUIREMENTS
for
INFORMATION TECHNOLOGY CONTRACTS

PROPOSER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT PROPOSERS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS IN ADVANCE OF PROPOSAL SUBMISSION TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS REQUIRED BY THIS CONTRACT.

I. INSURANCE

Without limiting the Contractor's indemnification of VTA, the Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in the Contractor's Bid/Proposal. The Contractor must furnish complete copies of all insurance policies, within three (3) business days of any such request by VTA.

A. Liability and Workers' Compensation Insurance

1. Minimum Scope of Coverage

Coverage must be at least as broad as:

- a. Insurance Services Office General Liability coverage ("occurrence" form CG 0001). General Liability insurance written on a "claims made" basis is not acceptable.
- b. Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability written on a "claims-made" basis is not acceptable.
- c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employers Liability insurance.
- d. Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Contractor's services under this Agreement. This coverage must be maintained for a minimum of two (2) years following completion of this Agreement. This coverage may be written on a "claims made" basis, if so, please see special provisions in Section B.
- e. Cyber Liability (including network security coverage, and/or privacy liability coverage, as applicable).

2. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- a. General Liability \$5,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If a General Liability or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability with Excess or Umbrella, but in no event may the General Liability primary policy limit per occurrence be less than \$2,000,000. Excess policies must feature inception and expiration dates concurrent with the underlying general liability policy, and a “Drop Down” provision.
- b. Automobile Liability (including umbrella/excess liability): \$5,000,000 limit per accident for bodily injury and property damage. This requirement may be satisfied by a combination of Auto with Excess or Umbrella, but in no event may the Automobile Liability primary policy limit per occurrence be less than \$2,000,000. Excess policies must feature inception and expiration dates concurrent with the underlying auto liability policy, and a “Drop Down” provision.
- c. Workers’ Compensation and Employers Liability: Statutory Workers’ Compensation limits and Employers Liability limits of \$1,000,000 per accident.
- d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim.
- e. Cyber Liability: \$1,000,000 per occurrence.

3. Self-Insured Retention

The certificate must disclose the actual amount of any deductibles or self-insured retentions. Any self-insured retention or deductible in excess of \$50,000 (\$100,000 if Contractor is a publicly-traded company) must be declared to and approved by VTA. If Contractor is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention in excess of the stipulated amounts stated herein, the Proposer/Bidder must provide a current financial statement documenting the ability to pay claims falling within the self-insured retention. At the option of VTA, either: the insurer must reduce or eliminate such self-insured retention as respects VTA, its officers, officials, employees and volunteers; or the bidder/proposer must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

B. Claims Made Provisions (not applicable to General Liability or Auto Liability)

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that:

1. The policy must be in effect as of the date of this Agreement and the retroactive date must be no later than the date of this Agreement.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, the Contractor must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must be of at least two (2) years.
3. No prior acts exclusion to which coverage is subject that predates the date of this Agreement.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. Other Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability

- a. VTA, its officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including VTA's general supervision of the Contractor; products and completed operations of the Contractor and its subcontractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage must contain no special limitations on the scope of protection afforded to VTA, its officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
- b. The Contractor's insurance coverage must be primary insurance as respects VTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VTA, its officers, officials, employees, or volunteers must be excess of the Contractor's insurance and may not contribute with it.
- c. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its officers, officials, employees, or volunteers.
- d. The Contractor's insurance must 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.
- e. The General Liability General Aggregate limit must apply per project, not per policy.

2. All Coverages

The insurer must agree to waive all rights of subrogation against VTA, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor and its subcontractors for VTA.

3. Other insurance provisions

- a. The Certificate must disclose the actual amounts of all deductibles or self-insured retentions.
- b. If any coverage forms or endorsements required by this Contract are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Contract, VTA reserves the right to require the Contractor to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

D. Acceptability of Insurers

Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

E. Certificates of Insurance

Contractor must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates will be issued on a standard ACORD Form. The contractor must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to Insurance.certificates@vta.org.

The certificates will (1) identify the underwriters, the types of insurance, the insurance limits, the deductibles, and the policy term, (2) include copies of all the actual policy endorsements required above, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority ("VTA")
3331 North First Street
San Jose, CA 95134-1906
Contract No. S19227

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA Contract number must appear, the list of policies scheduled as underlying on the Umbrella policy must be listed, Certificate Holder should be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

All certificates and endorsements are to be received and approved by VTA before work commences. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If the Contractor receives any notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, Contractor or insurer must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced.

F. Maintenance of Insurance

If Contractor fails to maintain such insurance as is called for herein, VTA, at its option, may suspend payment for work performed and/or may order the Contractor to suspend work at Contractor's expense until a new policy of insurance is in effect.

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EXHIBIT F COMPENSATION, INVOICING, and PAYMENT

A. COMPENSATION: This Contract has a maximum value of **\$XXXXXX** within which Contractor agrees to perform the Services and provide the Deliverables defined above. No additional compensation will be paid without a written amendment to this Contract.

B. INVOICING:

1. INVOICE FORMAT: VTA shall pay Contractor on the basis of invoices submitted for the total value of the eProcurement Solution. Invoices shall be in a form acceptable to VTA and each invoice must include:

- Contract Number
- Description of Services
- Total costs

2. INVOICE SUBMITTAL: Contractor shall submit invoices by e-mail to the address listed below. Invoices shall be in either a PDF, word, or excel format.

Email: VTAAccountsPayable@vta.org

3. Should VTA contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. VTA may, at any time, conduct an audit of any and all records kept by Contractor for the Services. Any overpayment uncovered in such an audit may be charged against Contractor's future invoices and any retention funds.

C. PROMPT PAYMENT: Subject to the terms of this Contract, VTA will pay Contractor within (30) days after receipt by VTA of a proper, undisputed, fully supported invoice that satisfies the requirements of the Contract.

EXHIBIT G SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

A. MWBE POLICY:

1. It is the policy of VTA to ensure that Minority and Women Owned Business Enterprises (MWBEs), as defined in the VTA MWBE Program, have an equitable opportunity to participate in the performance of contracts and subcontracts financed with local funds. VTA has an 18% MWBE aspirational goal.
2. Contractor will use all reasonable efforts to ensure that MWBE firms have an equitable opportunity to compete for subcontracting work under this Contract.

B. SMALL BUSINESS ENTERPRISES:

1. It is VTA policy to ensure that Small Business Enterprise (SBE) firms, as defined in Federal Regulations at 13 CFR Part 121 and 49 CFR Part 26, have an equitable opportunity to participate in the performance of contracts and subcontracts.
 2. In connection with its performance under this Contract, although there is no specified SBE goal, Contractor agrees to cooperate with VTA in attempting to meet VTA's overall 19% annual utilization of SBE firms. In this regard Contractor will use all reasonable efforts to ensure that SBE firms shall have an equitable opportunity to compete for subcontract work under this Contract.
 3. VTA will monitor compliance with Contract requirements for SBE firms. Electronic submittal will be on a web-based online system (B2Gnow), accessed from any computer via the internet at the following website: <https://VTA.sdbbe.com>. Contractor and its subcontractors will receive an email providing a Log-On identification, password, and instruction on how to use the system. All lower-tier subcontractors and vendors will be required to provide or verify SBE utilization documentation.
 4. Contractor will be required to submit quarterly SBE utilization reports electronically to the VTA Office of Business Diversity Programs. These reports shall be submitted electronically by the Contractor and will document when payments to subcontractors were made, the dollar value of the payments to SBE firms, and the percentage of the Services completed.
- C. At the conclusion of this Contract, Contractor shall submit a final SBE utilization report electronically to the VTA Office of Business Diversity Programs at: OSDB.OSDB@VTA.org by indicating a final audit where requested in the B2Gnow system. This final report will document when payments to subcontractors were made, the dollar value of payments to SBE firms, and the percentage of the Services completed.

**EXHIBIT H RATE SCHEDULE
[TO BE INSERTED by VTA Personnel]**