

Request for Proposals
RFP S20128

Technology Professional Services

September 15, 2020
Kelly Tran, Contracts Administrator



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INTRODUCTION: The Santa Clara Valley Transportation Authority (“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 REQUEST FOR PROPOSAL (“RFP”) S20128:

VTA seeks proposals (each, a “Proposal”) from qualified firms (each, a “Proposer”) to provide the following technology support services (“Services”) in an open contract. Proposers may be engaged over the life of the contract to provide technology services as needed. These engagements may be required due to shortage of either skills or capacity of the VTA Technology staff or to support new projects. VTA therefore seeks proposals from qualified firms to provide a wide variety of technology professional services in the following categories from the list below.

Item no.	Technology Area
1	Audio/Video
2	Print Shop Finishing Equipment Support and Print Services
3	Content and Records Management
4	Data/Cyber Security
5	Desktop/Helpdesk Support
6	Engineering and Construction Technology Support (E&C)
7	Fare Collection Services
8	Intelligent Transportation Systems (ITS)
9	Networking
10	SAP Application Support
11	Server
12	SharePoint
13	Technology/Communication Services



14	Technology Training Services
15	Web, Mobile, Desktop, and Database Development/Support
16	Customer Relationship Management (CRM) and Business Intelligence

NOTICE TO PROPOSERS OF LIMITATION OF FUTURE CONTRACTING: The Proposer(s) selected under this Request for Proposals (“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 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 solicitation 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 solicitation.

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 a 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 Proposers as an addendum. All references in this RFP to “time” are Pacific Time.

Table 1

ACTIVITY	DATE/TIME
Issue RFP	September 15, 2020
Pre-Proposal Registration Deadline	September 27, 2020 at 4:00 p.m.
Pre-Proposal Conference	September 29, 2020 at 10:00 a.m.
Deadline to Submit Questions	September 30, 2020 at 4:00 p.m.
Deadline to Submit Proposal	October 16, 2020 at 4:00 p.m.
Interviews	November 9, 2020 – November 20, 2020

B. DESIGNATED POINT OF CONTACT: All communications with VTA regarding this RFP shall be in writing (email) to the Designated Point of Contact identified below. All emails must indicate in the subject line “RFP S20128 for Technology Professional Services.” 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 communication with someone other than the Designated Point of 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 is as follows:

Kelly Tran, Contracts Administrator
Santa Clara Valley Transportation Authority
3331 North First Street, Building B
San Jose, California 95134
Email: kelly.tran@vta.org

C. PRE-PROPOSAL CONFERENCE (OPTIONAL): 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 via teleconference only. Email the Designated Point of Contact to register as a teleconference attendee. Teleconference registration deadline is September 27, 2020 at 4:00 p.m.



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 RFP 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 must include “RFP S20128 QUESTIONS” in the subject line.

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

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

Please note, email submission must include the following:

- Subject line must include:
 - “RFP S20128 Technology Professional Services”,
- Email content must include Proposer’s name and address,
- File size **should not exceed 25MB.**

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.

The specific technology services requested within each of these categories are listed in Form 8. Technology Matrix (downloadable on a separate spreadsheet within). As stated in instructions for Proposal content, interested Proposers must check the appropriate boxes to indicate the technology area(s) in which the firm desires to compete. For each checkmark,



Proposers must include a brief description of the services they wish to provide in this area. Proposers may choose to be selected for one or more “Technology Areas” listed in Table 1 and may choose to compete only in selected subsets of the list provided in the Scope of Services.

For each area marked on the matrix, Proposers must also provide supporting evidence to document their qualifications for the areas in which they are competing. See Section “Minimum Qualifications.”

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 a professional services contract (“Contract”). If awarded, the Contract will be task order type with a term of five (5) years with two (2) one-year options. 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. The proposer awarded the Contract hereunder (if any) is referred to herein as “Contractor”.

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 in order for a Proposal to be considered:

Each Proposer must provide sufficient documentation to substantiate their qualifications as indicated below.

1. All Proposers must include documentation to support their qualifications by providing their experience as listed below under “All Proposals”.

Minimum Qualifications: **All Proposals**



- a. Duration of Firm Experience - Indicate if the firm has more than five years' industry experience in the service category. This is not an evaluation of the people in the firm, but of the firm.
- b. Duration of Key Staff Experience - Indicate if the proposed key staff have more than five years' industry experience in the service category. Include staff resumes to substantiate this information.
- c. Key Staff Certifications/Training - Indicate if the key proposed staff listed in the proposal have certifications or specific training in the service category.

Minimum Qualifications for:

Audio/Video:

Printer Shop Finishing Equipment Support and Print Services

- a. Proposal must identify the key staff or types of positions that will be available to VTA - key staff is preferable. The proposal must include client references and/or other information that can be used to substantiate the key staff's experience and expertise. A copy of any certification(s) must be submitted.
- b. Relevant resumes, work examples and client contact information must be provided for all service categories for which the proposer is competing.
- c. Include in the submission an enclosure that lists rates by skill level in each area included in the proposal.
- d. Print Shop Finishing Equipment support must be quoted on an annual basis, and include (3) proactive/preventative maintenance visits per year, which includes cleaning, adjusting, lubricating, testing, training, mechanical and electrical adjustments.
 - Service call response time should be no more than one business day.
 - If service calls are an additional labor expense, please indicate that in the response and provide those rates.
 - Any supplied parts that are not covered under the service plan must be covered at MSRP prices, or lower.
 - Provide a copy of your service level agreement(s) (SLA) with your response.
- e. Specific to Print Services subcategory (see Scope of Services), include total costs along with details about each request (B1 – B5). Details must include stock type, binding type, any sort of finishing.

Minimum Qualifications for:

Content and Records Management;



Desktop/Helpdesk Support;

Engineering and Construction Technology Support (E&C);

Networking;

Server;

SharePoint;

Technology/Communication Services;

Customer Relationship Management (CRM) and Business Intelligence

- a. Proposer must be able to provide staff with a wide range of skills in area(s) selected, from minimum proficiency through senior/expert level. Skill levels must be indicated in staff proposal. A copy of any certification(s) must be submitted.
- b. Proposer must be able to provide staff with a minimum of 2 to 5 plus years' analysis/ programming experience.
- c. Relevant resumes, prior experiences highlighting any special expertise, similar work examples and client contact information must be provided for all service categories for which the Proposer is applying.
- d. Include in the submission an enclosure that lists rates by skill level in each area included in the proposal.
- e. Specific to SharePoint, the following certification and experience is *desired*:
 - Microsoft Gold Partner: Collaboration and Content
 - Experience working with large public-sector organizations
 - Expertise across Microsoft 365

Minimum Qualifications for:

Web, Mobile, Desktop and Database Development/Support

- a. Proposer must be able to provide staff with a wide range of skills in all application platforms: Web, Mobile, and Desktop Applications. Staff is expected to be at, or close to, the senior/expert level. Skill levels must be indicated in staff proposal. A copy of any certification(s) must be submitted.
- b. Proposer must be able to provide staff with a minimum of 3 to 5 plus years direct development experience.
- c. Relevant resumes, work examples, and client contact information must be provided for all service categories for which the proposer is competing.
- d. Include in the submission an enclosure that lists rates by skill level in each area included in the proposal.

Minimum Qualifications for:



SAP Application Support

- a. Proposer must be able to provide SAP ECC 6.0 enhancement pack 8 technical and functional support in sufficient depth to meet typical production support and/or upgrade needs
- b. Proposer must have a minimum of five years of SAP S/4 HANA consulting experience. Experience must be provided and referenced in the staff proposal
- c. Proposer must have a minimum of five years of SAP Fiori or Screen Personas consulting experience. Experience must be provided and referenced in the staff proposal
- d. Proposer must have a minimum of five years of SAP Linear Asset Management consulting experience. Experience must be provided and referenced in the staff proposal
- e. Proposer must have a minimum of five years of experience working on the Integration between Esri GIS and SAP S/4 HANA. Experience must be provided and referenced in the staff proposal.
- f. Proposer must have a minimum of five years of Success Factors/Concur experience. Experience must be provided and referenced in the staff proposal.
- g. Staff presented must have SAP S/4HANA certification on modules and technical areas of SAP S/4HANA that are relevant to VTA's business processes. Certification must be noted with staff proposal.
- h. The Proposal must identify the key staff that will be available to VTA. The proposal must include relevant resumes, work examples, client references and/or other information that can be used to substantiate the key staff's experience and expertise.
- i. The Proposal must include the rates that lists by skill levels in each area in the proposal.

Minimum Qualifications:

Data/Cyber Security

- a. Proposer must be able to provide staff with a wide range of skills in the security domain. Staff is expected to be at, or close to, the senior/expert level. Skill levels must be indicated in staff proposal. A copy of any certification(s) must be submitted.
- b. Proposer must be able to provide staff with a minimum of 3 to 5 plus years direct security experience
- c. Relevant resumes, work examples and client contact information must be provided for all service categories for which the proposer is competing



- d. Include in the submission an enclosure that lists rates by skill level in each area included in the proposal

Minimum Qualifications:

Technology Training Services

- a. The Proposal must identify the key staff or types of positions that will be available to VTA - key staff is preferable. The proposal must include client references and/or other information that can be used to substantiate the key staff's experience and expertise. A copy of any certification(s) must be submitted.
- b. Resumes, work examples and client contact information must be provided
- c. Proposer must describe how the training services offered differentiate them from the competition
- d. Proposer must describe with specific examples how the firm's training services are cost effective
- e. Proposer must identify the depth and years of experience in delivering trainings.
- f. Proposer must describe the training delivery mechanisms (web-based, classroom face-to-face, others) available

Minimum Qualifications:

Fare Collection Services

- a. The Proposal must identify the key staff or types of positions that will be available to VTA - key staff is preferable. The proposal must include client references and/or other information that can be used to substantiate the key staff's experience and expertise. A copy of any certification(s) must be submitted.
- b. Resumes, work examples and client contact information must be provided for all service categories for which the proposer is competing. Highlight experience related to public transit fare collection.
- c. Identify any relevant certifications, e.g. Payment Card Industry – Qualified Security Assessor (PCI-QSA), Payment Application - Qualified Security Assessor (PA-QSA), or Payment Card Industry- Approved Scanning Vendor (ASV)
- d. The Proposal must include in the submission an enclosure that lists rates by skill level in each area included in the proposal.

Minimum Qualifications:

Intelligent Transportation Systems (ITS)



- a. Proposer must be able to provide technical and functional support in sufficient depth to meet VTA project requirements. Such depth must be demonstrated in the proposal.
- b. The Proposal must identify the key staff that are available to VTA for the ITS service categories for which the Proposer is requesting selection. The Proposal must include resumes, client references and/or other information that can be used to substantiate the key staff's experience.
- c. Key staff should have appropriate certification or training as determined by VTA in technical areas relevant to the proposal
- d. Specific relevant work examples and client contact information must be provided for all ITS service categories for which the Proposer is competing
- e. Include in the submission an enclosure that lists rates by skill level in each area included in the proposal
- f. Federal Rule/Policy on ITS Experience - Indicate if the proposed key staff have conducted tasks to meet the requirements of the 2001(or more current if available) Federal Rule/Policy on ITS. Voluntary by proposer, to provide three example projects where such tasks were performed by the proposed key staff
- g. ITS Standards and Interoperability Experience - Indicate if the proposed key staff have experience addressing ITS standards and interoperability issues in the service category. Provide three example projects where such tasks were performed, and detail on the tasks performed
- h. Systems Engineering Experience - Indicate if the key staff have experience applying systems engineering principles in the service category. Provide three example projects where such tasks were conducted, and the nature of the tasks conducted
- i. Intermodal/Multimodal Applications Experience - Indicate if the proposed key staff have experience developing and implementing applications that involved intermodal operations or multimodal considerations in the service category
- j. Traffic Signal Priority Applications Experience - Indicate if the proposed key staff have experience developing, evaluating or implementing traffic signal priority applications, in particular signal priority for transit vehicles in the service category. Provide two examples where such tasks were performed, and the nature of the tasks performed
- k. Web/Portable Devices Applications Experience - Indicate if the proposed key staff have experience porting ITS-generated information to web or portable device applications in the service category. Provide two examples where such tasks were performed, and the nature of the tasks performed



1. ITS Systems/Subsystems Testing Experience - Indicate if the proposed key staff have experience developing or conducting ITS system/subsystem verification and validation test plans in the service category. Provide two examples where such tasks were performed, and the nature of the tasks performed



III. EVALUATION AND SELECTION

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

Qualification of the Firm	40 Points
Staffing and Project Organization	25 Points
Work Plan / Project Understanding	25 Points
Cost Proposal	10 Points

- 1. 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. STAFFING AND PROJECT ORGANIZATION:** Qualifications of project staff will be considered, particularly key personnel, and, especially, the project manager. Other factors to be considered include but are not limited to key personnel’s level of involvement in performing related work, logic of project organization; adequacy of labor commitment, and concurrence in the restrictions on changes in key personnel.
- 3. WORK PLAN / PROJECT UNDERSTANDING:** Proposer’s demonstrated understanding of the project requirements, potential problem areas, project approach, work plan will be evaluated.

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.

When the review board has completed its work, VTA will establish an on-call list of qualified firms. VTA will issue a Notice of Recommended Award.

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.

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. PROFILE OF FIRM: This section shall include a brief description of the firm’s size as well as the local organizational structure; it shall also include a discussion of the firm’s financial stability, capacity and resources. 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. QUALIFICATIONS OF THE FIRM: This section shall include a brief description of the Proposer’s and subconsultants qualifications and previous experience on similar or



related projects. Description of pertinent project experience shall include a summary of the work performed, Proposer must provide the name, title, and phone number of three (3) clients to be contacted for references, although VTA reserves the right to check other references beyond the three provided.

- 3. WORK PLAN/PROJECT UNDERSTANDING:** By presentation of a well-conceived work plan, this section of the Proposal must establish the Proposer understands VTA's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. The work plan must describe the work assigned to the prime and each subconsultant. The work plan must also include a timetable for completing all work specified in the Scope of Services.
- 4. PROJECT STAFFING:** This section must discuss how the Proposer would propose to staff this project. Proposer project team members must be identified by name, location, specific responsibilities on the project and the estimated person-hours of participation. An organizational chart for the project team and resumes for key personnel must be included. Key personnel will be an important factor considered by the review board. Once the Proposal is submitted, any change of key personnel must be approved by VTA.
- 5. ADMINISTRATIVE SUBMITTALS:** The Proposer must complete all the forms attached hereto and submit them with 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. DISADVANTAGED BUSINESS ENTERPRISE POLICY:** The Santa Clara Valley Transportation Authority ("VTA") has established a Disadvantaged Business Enterprise ("DBE") program in accordance with U.S. Department of Transportation ("DOT") regulations 49 CFR Part 26. VTA has received Federal financial assistance from the DOT, and as a condition of receiving this assistance, VTA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of VTA to ensure that DBE firms, as defined in 49 CFR Part 26, have an equitable opportunity to receive and participate in DOT-assisted contracts.

- 1. DBE WITH NO GOAL REQUIREMENT:** In connection with performance of this Contract, the Office of Business Diversity Programs ("OBDP") has not established a contract specific DBE participation goal for this project. However, the Proposer agrees to cooperate with VTA in attempting to meet its DBE overall goal of 13% for Federal Fiscal Year 2017-2018. In this regard Proposer will use all reasonable efforts to ensure that DBE firms have an equitable opportunity to compete for subcontract work under this Request for Proposals.
- 2. CONTRACTOR REGISTRATION:** All DBE firms listed on Form 6, Listing of DBE Prime and Subcontractors, must be certified by the California Unified Certification Program ("CUCP") at the time of Proposal submittal to be counted toward the contract DBE goal. Proposers must comply with VTA's DBE Program Policy and Requirements on utilization of DBE firms.



- a. It is the Proposer's sole responsibility to verify and provide subcontractor's DBE certification to VTA.

The list of certified CUCP DBE firms is available at:

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

The CUCP DBE application is available at the OBDP website at:

- www.vta.org/osdb.

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.sdbbe.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 DBE goal of the Task Orders. 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 A4. 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.

Proposer's attention is also directed to the indemnification and defense of claims obligations set forth in Exhibit A4.

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 of this RFP. If necessary, the closing date of this RFP 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 must 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 will have an opportunity to appear and be heard before the VTA prior to the opening of Proposals in the case of protests based on the content of the RFP 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 must be addressed to:

Santa Clara Valley Transportation Authority
Attn: John Wesley White, 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 <https://www.vta.org/sites/default/files/2020-04/Bid%20Protests%20Procedure.pdf>.

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:**

VTA is seeking from qualified firms to provide a wide variety of technology professional services in the following categories as described below.

1. Audio/Video

On an as-needed basis, provide services related to the planning, designing, implementation, operations, maintenance, and management of various audio/ video technologies used, or planned to be implemented at VTA. Support will include, but is not limited to, the following technologies:

- a. Audio/Video hosting, conferencing, and webcasting



- b. Audio/Video setup and teardown
- c. Audio/Video archiving and DVD mastering
- d. Ceiling projector installation and support
- e. Multimedia presentation creation support, and event production development and support
 - Multimedia presentation creation and support
 - Event production development and support
- f. See Form 4. Cost Proposal Form, must include the following classifications:
 - Audio/Video Technician
 - Creative Work Technician

2. Print Shop Finishing Equipment Support and Print Services

Provide support to the enterprise business printer and copier fleet and/or in-plant print shop staff and/or finishing equipment on an as-needed basis. Support includes but is not limited to:

- a. Finishing Equipment – to follow is a list of VTA’s current finishing equipment (there may be additions and removals in the future):

Folder	MBM 408A
Laminator	Identification Products 7020
Laminator	Identification Products 7020
Microfilm Scanner	Kodak 2400DV
Paper Cutter	Ideal 5560
Production Scanner	Canon DR-G2110
Production Scanner	Kodak i4200
Production Scanner	Kodak i4250
Punch	PDI HD7700H
Tape Strip Binder	Fastback 15x
Tape Strip Binder	Fastback 20
Wide Format Scanner	Oce CS4354S

- b. Printing services:
 - External and/or supplemental printing services for the VTA’s in-plant print shop, known as the VTA Document Services Shop.
 - To follow are five (5) examples of print requests (B1 – B5) for the cost proposals:

B1. Perfect Bound Booklet
 160 pages, Duplex
 Full Color
 Cover: Minimum 80#, Gloss



Body: 24# white, 158 pages
Binding: Perfect or similar
QTY: 1,000

B2. Employee Mass Mailer

3 sheets of paper (1 single sided letter COLOR, 2 double-sided forms Black and White), #9 Business Return Envelope (Postage does not need to be included), all 8.5" x 11" in size
Stuff into #10 Windowed Envelope
Seal #10 Windowed Envelope
QTY: 3,000

B3. VTA Fact Cards (Wallet Size)

Full Color
Full Bleed
Two Sided
Final Size: 2.13" x 3.37"
1/8" Rounded Corners
Final Product must be at least 14 mil thickness, Scratch and Water Resistant
QTY: 3,000

B4. Large Format Maps

Typically placed inside glass cases at Bus Shelters
Full Color
Single Sided
Size: 30" x 42"
Stock: Water/weather resistant
Minimum 1 Year Outdoor longevity
QTY: 100

B5. Large Format Construction Contract Books

35 pages B&W
50 pages Color
Size: 22" x 34"
Single Sided
Stock: 20# Bond
Binding: Edge or similar
QTY: 50

c. See Form 4. Cost Proposal Form, must include the following classifications:

- For Print Services: Total costs and details for items B1 – B5
- For Print Ship Finishing Equipment: Annual Rate, plus SLA



3. Content and Records Management

On an as-needed basis, provide services related to the planning, designing, implementation, operations, maintenance, and management of various content management technologies used, or planned to be implemented, at VTA. Support will include, but is not limited to, the following technologies:

- a. Records information management (RIM) document scanning and destruction
 - Records information management (RIM) document scanning and destruction
 - Records destruction software consulting, setup and configuration
- b. Records information management (RIM) consulting and information governance
 - Records information management (RIM) consulting and information governance
 - Consulting on records classification and a records retention schedule
- c. SharePoint functions related to records information management
 - SharePoint functions related to records information management
- d. SharePoint Records Center creation and consulting
 - Create the Records Center site using the Records Center site template.
 - Assist with the development of VTA's file plan.
 - Create record libraries or lists to manage and store each record type that is specified VTA's file plan
 - Add an associated content type to VTA's libraries and lists
 - Create and add site columns to the relevant content types to contain and display the metadata for each record type that is specified VTA's file plan
 - Add an information management policy to a content type on the Records Center site
 - Configure the Content Organizer to route each record type to the appropriate location
- e. Document management scanning, indexing, OCR, and file delivery
 - Offsite Scanning: Scanning facility must be local (within 100 miles of VTA headquarters). Location of facility/facilities for indexing and QC must be disclosed to VTA
 - i. Scanning facility must be HIPAA compliant
 - ii. Scanning facility must be secure, and security information must be disclosed to VTA
 - iii. While the physical records are in vendor's possession, vendor must provide files to predesignated authorized VTA personnel upon request within 4 hours
 - Onsite Scanning: Alternatively, VTA may elect to have files scanned on premises, with vendor-supplied equipment
 - For document management, production level document scanning services with best practice quality assurance measures. Scanning will be of paper files into a



digital format (text recognizable PDF, TIFF). Scanning will include letter, legal, ledger and large architectural documents. The documents will be simplex/duplex combinations with different document fastening (staples, alligator clips, etc.)

- Indexing (capturing metadata) may be required either directly on our SharePoint 365 environment or via a CSV file. When possible, VTA will provide database extracts to help improve the indexing and/or QC process
 - Delivery of files and metadata directly into VTA's SharePoint 365 environment or via FTP, at VTA's discretion
 - i. PowerShell/custom scripting services for migration of files and metadata into VTA's environment
 - ii. VTA utilizes many types of metadata in SharePoint 365, such as single line of text, multiple lines of text, number, date, choice, managed metadata, etc
- f. VTA legacy document management products
- g. Use DocuSign digital technology to streamline business processes, workflow and replace existing paper-based processes with electronic processes, and electronic signatures
- h. Ephesoft Transact Custom Scripting
- i. See Form 4. Cost Proposal Form, must include the following classifications:
- Onsite Scanning
 - Offsite Scanning

4. Data/Cyber Security

On an as-needed basis, provide services related to the planning, designing, implementation, operations, maintenance and management of various cyber security related technologies and business processes used, or planned to be implemented, at VTA. Support will include, but is not limited to, the following technologies:

- a. General security consulting, cyber security administration, cyber security management and cyber security procurement support
- b. Application security (SDLC)
 - Application security - System Design Lifecycle Security
- c. Change control consulting, design and development
 - Change management: Consulting using the ITIL methodology
 - Change management: Analysis, specification, building change management applications according to the ITIL methodology
- d. Non-Payment Card Industry (PCI) security standards
 - EMV consulting (not the entity performing any VTA related certification)



- Other security standards consulting HIPAA, SOX, SOX equivalency for government, ISO 2700 series and others
 - Penetration testing for non-PCI related testing
- e. Payment cards and related technologies
- Security aspects of a payment card system: Consulting, analysis design and implementation. This could also encompass newer systems using near field communications or other emerging technologies
- f. PCI security, including penetration testing and assessments
- All PCI standards consulting (not the entity performing the PCI-DSS certification)
 - Consulting on incident response plans, security related
 - PCI application security - system design lifecycle security
 - PCI certification auditing
 - PCI related change management: Analysis, specification, building change management applications according to the ITIL methodology
 - PCI related change management: Consulting using the ITIL methodology
 - PCI related policies and procedures development and writing
 - Penetration testing for PCI
- g. Physical access control systems consulting, design, development and support
- Security aspects of physical access control systems: Consulting, design, development and support
- h. Security related policies & procedures, and other related documentation
- Development of the content of security related documentation
 - Writing security related documentation Server, infrastructure and desktop security
- i. Server, infrastructure, and desktop security
- Digital Signing and SSL certificate security
 - Internet networking and storage, cloud computing security: Hardware, configurations, related server and desktop/ laptop administrative applications, and best practices
 - iPad and other tablet devices security: Hardware, configurations, related server and iPad/ tablet administrative applications, and best practices
 - Desktop workstation and laptop security: Hardware, configurations, related server and desktop/ laptop administrative applications, and best practices
 - Network security: Hardware, configurations, architecture and best practices
 - Server security: Hardware, configurations, related server administrative applications and best practices
 - Web related security: Hardware, configurations, related server administrative applications and best practices
- j. Wireless security
- Hardware, configurations, architecture and best practices



- k. Anti-virus and related deployment services
 - Configuration, administration and monitoring
- l. See Form 4. Cost Proposal Form, must include the following classifications:
 - Data/Cyber Security Analyst
 - Data/Cyber Security Engineer

5. Desktop/Helpdesk

Provide levels 1 to 3 support to desktop users on an as-needed basis. Support includes but is not limited to:

- a. Help desk staffing and management, help desk administration, and help desk procurement support
- b. Macintosh hardware OS and application support
 - Macintosh support
- c. Other operating system hardware, OS and application support
 - Non-Windows or Apple: Desktop, and related application, support
- d. Tablet hardware, OS and application support
 - Tablet and smartphone support
 - iPad management including mobile device management
 - Wearable computing devices rollout and management
- e. Thin clients, VMware and related technologies, Citrix and related technologies
 - Thin client setup and support
 - Virtual desktop consulting, development, deployment & management
 - VMware consulting, development, deployment & management
- f. Windows hardware, OS and application support
 - Personal Computer (PC) image management
 - MS Office Suite support
 - Windows PC, laptop & tablet operating systems
 - PC support, including software installation & upgrades
- g. See Form 4. Cost Proposal Form, must include the following classifications:
 - Onsite/Offsite roles
 - Help Desk Administrator
 - Windows hardware, OS and application administrator
 - Thin client setup and Support Technician
 - Desktop Support Technician – MS Oriented
 - Help Desk Analyst
 - SCCM Administrator
 - Server Engineer



- Technical Support Technician
- Microsoft Office 365 Support Technician
- VMware consultant
- Account/Project Manager

6. Engineering and Construction Technology Support (E&C)

On an as-needed basis, provide expert level services related to the evaluation, planning, designing, implementation, operations, maintenance and management of various Engineering and Construction related technologies used, or planned to be implemented at VTA. Support will include, but is not limited to, the following technologies:

- a. Construction Project Management, applications, administration, plan check and procurement support
 - Project Management Scheduling applications: Expertise in Oracle Primavera P6 EPPM and P6 Pro consulting, implementation, upgrade, support, IT/End user education, data migration, and hosting (hybrid, SAAS)
 - Schedule Analyzer implementation, upgrade, support, and hosting
 - Oracle WebLogic consulting, implementation, upgrade, support, IT education, and hosting
 - Oracle BI Publisher consulting, implementation, support, IT education, and hosting
 - Construction Contract Management applications (featuring Change Management, Cost Management, Contract Administration, etc.): Expertise on SharePoint GCC platform consulting, implementation, upgrade, system integration, IT/End user education, and support
 - Estimating applications consulting, implementation, upgrade, system integration, IT education, and support, including HCSS
 - Reporting including Power BI consulting, implementation, IT education, and support
 - Aconex API - Data migration consulting, implementation and support
 - BIM 360 consulting, implementation and support
 - Auto Desk Products consulting, implementation and support
 - Nintex workflow consulting, implementation and support
 - Helix consulting, implementation and support
 - Intellect Compliance Platform & Intellect eQMS consulting, implementation and support
 - Acumen Fuse/Risk/360(Schedule Viewer) consulting, implementation and support
 - ESRI ArcGIS consulting, implementation and support
- b. Computer Aided Design and Drafting (CADD) related applications
 - CADD consulting, implementation, and support
- c. Bentley Project wise and similar applications
 - Bentley ProjectWise consulting, implementation and support



- d. Application integration
 - Construction related engineering and building applications integration
- e. Related applications
 - Utility bill management
- h. See Form 4. Cost Proposal Form, must include the following classifications:
 - Project Manager/Technical Lead
 - Cost Planner
 - Document Control Lead
 - Technical Writer
 - System Administrator

7. Fare Collection Services

Provide services related to planning, design, procurement, implementation, and operation of transit fare collection technology including fareboxes, ticket vending machines, point-of-sale equipment, and smart cards. Specific areas where support may be needed include the following:

- a. Ticket Vending Machines
 - Ticket vending machine system analysis, design and implementation and troubleshooting, including design review, testing, installation oversight, and program management
- b. Electronic Farebox
 - Electronic farebox analysis, design and implementation and troubleshooting, including design review, testing, installation oversight, and program management
 - Procurement, implementation and troubleshooting of electronic fare media and related equipment including smart cards, payment terminals, card readers, validators, office card encoding equipment, and card printing equipment
- c. Smart cards
 - Smart card consulting, specification and implementation
- d. Mobile and e-ticketing
 - Analysis, design, implementation and troubleshooting, including design review, testing, installation oversight, and program management of mobile and e-ticketing systems
- e. Fare collection system integration
 - Integration of electronic fare media and fare collection systems with internal and external ID card programs and other VTA reporting systems
 - Consulting, specification and implementation services for interagency integrated ticketing systems like Clipper
 - Procurement of fare technology related services including e-commerce and electronic payment processing services
 - Fare collection system report development or report maintenance



- i. Other fare collection systems
- ii. Parking management systems and fare gates: analysis, design and implementation, including design review, testing, installation oversight, troubleshooting and program management. This could also include their integration with VTA wide ticketing/ fare systems or region wide ticketing/ fare systems like Clipper
 - Fare collection systems, based on emerging technologies, including research, consulting, specification and implementation
- f. Fare policy development
 - Transit system fare policy development and/or analysis
- g. Security, including payment cards and PCI
 - Systems analysis, design, implementation, and auditing services to ensure compliance with: the Payment Card Industry Data Security Standard (PCI-DSS); the Payment Application Data Security Standard (PA-DSS); the Europay, MasterCard, Visa (EMV) and other security standards as needed for secure processing of payment cards (credit and debit cards)
- h. See Form 4. Cost Proposal Form, must include the following classifications:
 - Fair Collection Support
 - Fair Collection Engineer
 - Farebox Collection Specialist
 - Electronic Farebox Analyst
 - Farebox Programmer

8. Intelligent Transportation Systems (ITS)

Provide services related to the planning, designing, implementation, operations, maintenance and management, procurement and administration of ITS. VTA leads or is a stakeholder in a wide variety of ITS initiatives in Santa Clara County and the larger Bay Area region. These initiatives include long range planning for ITS as part of the update of the countywide transportation plan:

- a. ITS portions of Bus Rapid Transit, real-time information systems and trip planning
 - Freeway ITS project development and implementation
 - Intelligent Vehicles: Vehicle infrastructure integration applications, in particular for transit vehicles
 - Local roadway ITS project development and implementation (smart corridor programs/projects and local area transportation management centers)
 - Transit ITS project development (ITS elements of rapid bus transit systems, real-time passenger information systems and web-based trip planning)
- b. Reporting for transit metrics and Federal Transit Authority (FTA)
 - Transit metrics and reporting (e.g., development and maintenance of the ITS data warehousing, Business Intelligence, and automated reporting)



- Reporting to FTA re VTA's "State of Good Repair" and other items
- c. Enterprise transportation software and systems
 - Maintenance and system analysis, design and implementation and troubleshooting, including design review, testing, installation oversight, and program management for Transit Operations software packages like, but not limited to, Trapeze OPS
 - Maintenance and system analysis, design and implementation and troubleshooting, including design review, testing, installation oversight, and program management for Transit Operations software packages like, but not limited to, Trapeze Scheduling
 - Maintenance and system analysis, design and implementation and troubleshooting, including design review, testing, installation oversight, and program management for transit related Computer Aided Dispatch/ Automatic Vehicle Location (CAD/AVL) systems
 - Maintenance and system analysis, design and implementation and troubleshooting, including design review, testing, installation oversight, and program management for transit vehicle automatic passenger counters (APC's)
- d. See Form 4. Cost Proposal Form, must include the following classifications:
 - Network Support Engineer
 - Application Development Engineer
 - IT Consultant
 - Research and Development Analyst
 - Maintenance & System Analyst
 - Maintenance & System Technician

9. Networking

On an as-needed basis, provide services related to the planning, designing, implementation, operations, maintenance and management, administration and procurement of various networking technologies used, or planned to be implemented at VTA. Support will include, but is not limited to, the following technologies:

- a. Network cabling and fiber
 - Fiber and copper type cable installations: LAN, WAN, MAN, SAN are covered in the Technology Communications section only
- b. Network device setup and configuring
 - Cisco hardware and software analysis, installation, configuration and support
 - Other network hardware and software analysis, installation, configuration and support
 - Internet Service Provider related network configuration, support and technical support (BGP implementation, etc.)
 - Cloud computing consulting and support - Infrastructure as a service (IaaS)



- Cloud computing consulting and support - Platform as a service (PaaS)
 - Cloud computing consulting and support - Software as a service (SaaS)
 - Ethernet
 - TCP/IP consulting, implementation and support, including IP 6
 - Multi-layer LAN switching
- c. Network planning and monitoring: setup, configuring and support. Security aspects also
- Network mapping, analysis, planning, installation, configuration, administration, monitoring and troubleshooting
 - VPN setup and configuration
 - Network monitoring tools: analysis, configuration and support
 - Network security tools: analysis, configuration and support
 - LogRhythm and other logging server products configured for security and network management
 - OSP (outside plant) Insight consulting, implementation, management & support
- d. Network wireless and related security
- Wireless LAN analysis, installation, configuration and support
- e. See Form 4. Cost Proposal Form, must include the following classifications:
- Network Cable Technician (Layer1)
 - Network Engineer/architect
 - Wireless Network Engineer
 - Network Security Engineer
 - Wireless Technician

10. SAP Application Support

On an as-needed basis, provide services related to the planning, designing, implementation, operations, maintenance and management, administration and procurement of various SAP related technologies used, or planned to be implemented at VTA. Support will include, but is not limited to, the following technologies:

- a. Basis and database support
- Data Archiving
 - SAP Landscape design
 - SAP Basis/Web application server support
 - SAP NetWeaver Support
 - HANA database
 - SAP Fiori/Screen Personas support
 - SAP Solution Manager development and support
 - SAP GRC (Governance, Risk Management and Compliance) security development and support
- b. Functional analysis support
- SAP ECC (Public Sector Industry Solution) functional and technical support



- SAP S/4HANA technical and functional support
 - SAP Linear Asset Management Support
 - SAP Success Factors/Concur support
 - Any enhancement to SAP functionalities, such as re-engineering the business processes or advanced reporting requirements
 - Upgrade support if needed
- c. Programming support
- ABAP, JAVA, Tableau and other SAP related programming languages
 - ADS/Java support
 - Mobil SAP application development
 - Any interface between SAP and non-SAP Application
 - Web integration with SAP
- d. See Form 4. Cost Proposal Form, must include the following classifications:
- Basis and Database Administrator
 - Functional Analyst
 - Programmer

11. Server

On an as-needed basis, provide services related to the planning, designing, implementation, operations, maintenance and management, administration and procurement of various server and related technologies used, or planned to be implemented at VTA. Support will include, but is not limited to, the following technologies:

- a. Microsoft 365 Support
- Active directory support
 - DNS - Internal and external
 - DHCP Support
 - Microsoft 365 security Policy
 - Microsoft 365 Administration and support
- b. Backup and long-term data storage support
- Backup support
 - Long term storage consulting, implementation, management & support
- c. Citrix, VM & related technologies support
- Citrix consulting, implementation, management & support
 - Virtual Server consulting, implementation, management & support
 - VMware consulting, implementation, management & support
- d. Cloud computing support
- Cloud computing consulting and support - Infrastructure as a service (IaaS)
 - Cloud computing consulting and support - Platform as a service (PaaS)
 - Cloud computing consulting and support- Software as a service (SaaS)



- Big data support
- Microsoft Azure consulting and support
- e. Exchange and other email services support
 - Exchange consulting, implementation, management & support
 - Email and file archiving
 - Email threading
- f. Firewalls, gateways and related support and security
 - Firewalls, gateways and related support and security
- g. Print server support
 - Print server support
- h. SAN support
 - SAN: Setup, configuration and administration. Brocade and other suppliers
- i. Server and related monitoring support
 - Racking, initial setup and configuring Microsoft operating system servers
 - Microsoft server consulting, setup, configuration, management & support. Both hardware and operating system.
 - Linux/ Unix and Apple server consulting, implementation, management & support
 - HP Insight Manager consulting, implementation, management & support
 - LogRhythm consulting, implementation, management & support
 - Logging server/ application, consulting, implementation, management & support
 - Microsoft cluster (NLB and Cluster) consulting, implementation, management & support
 - Microsoft Storage Server (DFS, quota and file blocking) consulting, implementation, management & support
 - VMware virtual infrastructure support and development
 - Microsoft Terminal Server consulting, implementation, management & support
- j. Server security
 - Digital Signing and SSL certificate
 - Server and file security configuration, and tools consulting, implementation, management & support
 - Server related anti-virus
- k. Server based deployment services support
 - SCCM (System Center Configuration Manager) analysis, setup and administration
- l. See Form 4. Cost Proposal Form, must include the following classifications:
 - Senior Systems Administrator (Microsoft)
 - System Administrator (Microsoft)
 - Microsoft 365 Administrator
 - IT Azure Cloud Engineer



12. SharePoint

On an as-needed basis, provide services related to the planning, designing, implementation, operations, maintenance and management of various SharePoint related technologies used, or planned to be implemented at VTA. The Proposer will need to be able to support the current version of SharePoint and earlier versions. Support will include, but is not limited to, the following technologies:

- a. SharePoint administration (front end load balancing, PowerShell, etc.)
- b. SharePoint development (master page design, page layouts, workflows, etc.)
 - SharePoint development (master page design, page layouts, workflows, etc.)
 - SharePoint designer
- c. SharePoint programming (.NET, event receivers, custom solutions, custom application development, etc.)
- d. Supporting applications and utilities for SharePoint
 - AvePoint SharePoint Backup
 - Other supporting applications for SharePoint
- e. Form 4. Cost Proposal Form, must include the following classifications:
 - SharePoint Administrator
 - SharePoint Backup Administrator
 - SharePoint Developer

13. Technology Communication Services

On an as-needed basis, provide services related to the planning, designing, implementation, operations, maintenance and management, administration and procurement of various communications technologies used, or planned to be implemented at VTA. Support will include, but is not limited to, the following technologies:

- a. Cabling, Fiber & Copper
 - Fiber Optic and Copper cable and communications planning, design and consulting for Data Center and structured cabling
 - Fiber Optic Cable Maintenance, Support, Installation, splicing, testing and supplies – Indoor
 - Fiber Optic Cable - Installation, Maintenance, Support, splicing, testing and supplies – Outside plant cabling
 - Copper Cable Maintenance, Support, Installation, splicing, testing and supplies – indoor and/or outdoor (Horizontal and vertical copper)
- b. Unified/Universal Phone Services and mobile
 - Phone System (Fixed) design, installation, maintenance, parts, and related supplies
 - Phone System (Wireless) coverage studies, maintenance, parts, and related supplies.



- Phone Services – service analysis, staffing augmentation and related consulting/management services
- IVR (Interactive Voice Response) system consulting, design, configuration and maintenance.
- c. CCTV - fixed and mobile
 - Closed Circuit Television (Fixed) – design, support, staffing augmentation and maintenance
 - Closed Circuit Television (Mobile) – design, support, and maintenance
- d. Security Badge and Access Control-
 - Card Door Badge Readers and Access Control system – design, installation, programming, maintenance, support, parts and related supplies
- e. Wireless - cellular
 - Cellular phone and data service
- f. Wireless (IP based) and microwave (fixed and mobile)
 - Metropolitan area wide wireless IP based fixed Connectivity (RF, laser, microwave, etc.) design, installation and maintenance
 - Mobile networking to allow VTA vehicles and Light Rail cars to have Ethernet, Wi-Fi and GPS capabilities within the vehicles/ cars and to the internet, other VTA vehicles/ cars and the VTA internal network. Technologies such as Moovbox, V2V, V2I and others would be used. The services needed could include design, consulting, installation, supplies, service and maintenance
 - Wireless consulting services (Wi-Fi, WiMAX, LTE, Microwave, V-Band, etc.) coverage/feasibility analysis
 - IP based wireless design, implementation, management and support at fixed and mobile sites
- g. Other supporting services
 - Fixed base ISP services
 - Mobile/Vehicle based ISP services
 - Wireless ISP services
 - Voice Annunciation Systems
 - i. Audio integration with screens on ticketing/ fare systems. The audio could be from recorded audio files, text-to-speech or a different technology
 - ii. Audio integration with Interactive Voice Response systems (IVR) and other systems used at VTA which have voice annunciation functionalities. The audio could be from recorded audio files, text-to-speech, or a different technology
- h. See Form 4. Cost Proposal Form, must include the following classifications:
 - Installation Maintenance/Support Technician
 - Electrician
 - Low Voltage Technician
 - Wireless/Data Analyst



- Installation Maintenance Technical Analyst

14. Technology Training Services

Provide both in-house and external technical training to employees on a broad range of technologies. VTA is interested in cost effective training methodologies that may include on-site, off-site, web-based, and classroom training. Technology training is requested in the following areas:

- a. Applications
 - Adobe Acrobat developer and end-user training
 - Geographical Information Systems (GIS) - all aspects
 - Microsoft Office - all versions, including Office 365 and later upgrades of Office 365, and integrating Office with SharePoint
 - MinuteTraq
 - Microsoft 365 tools and functions
 - Trapeze software - all aspects
 - Voice enunciation systems. Including using recorded audio files and text-to-speech
- b. Citrix, VMware and related technologies
- c. Server/Desktop Operating systems, tablets, smart phones
 - A+, Network+, Security+, Linux+ training/certification
 - Network Management
- d. Construction related applications
 - Bentley ProjectWise and related applications
 - Open Text/Live Link/eDocs document management system
 - Oracle applications
 - Oracle database
 - Other reporting tools
 - Construction Contract Management products on SharePoint platform
 - Oracle Primavera P6 EPPM, P6 Pro, WebLogic Middleware, and BI Publisher products
- e. Databases, including Oracle database and applications
 - Oracle applications
 - Oracle database
 - Big data
- f. Programming
 - Programming Languages - See Web, Mobile, Desktop Application Section
- g. Land mobile radio systems – training for repair and maintenance
 - Land Mobile Radio System – Training for repair and maintenance



- h. Reporting
 - Crystal Reports development
 - Microsoft Reporting Services
 - Other reporting tools
- i. SAP related
 - SAP ECC 6.0 functional and technical training
 - S/4HANA functional and technical training
 - SAP Fiori/Screen Personas/GRC functional and technical training
 - SAP Success Factors/Concur functional and technical training
 - SAP HANA database
- j. Server and supporting infrastructure
 - A+, Network+, Security+ training
 - Administration of Unix and Linux systems
 - AWS Certified Professional: DevOps, Certified Developer, Solutions Architect, Cloud Practitioner, and Security
 - Cloud computing
 - Elastic Certified Engineer, Certified Analyst, Observability Engineer.
 - HP Insight Manager & management tools
 - HP server hardware
 - Logging server applications
 - LogRhythm
 - Microsoft Azure
 - Microsoft PowerShell
 - Microsoft Server Management technical training.
 - VMware
- k. Web, SharePoint, K2 related
 - K2 - all aspects
 - Microsoft SharePoint - all aspects
 - Web development and programming
- l. Other
 - Change management using the ITIL methodology and service management
 - Communication skills
 - Microsoft Project – using Presentation skills
 - Project management training: traditional, scrum and agile
 - Provend - all aspects
 - Tableau – Desktop and Server Professional
- m. See Form 4. Cost Proposal Form, must include the following classifications for Class Room and Interactive Online Trainings:
 - MS Desktop Support
 - MS System Data Technician



- SharePoint Administrative
- Microsoft 365 tools and function
- Tableau – Desktop and Server Professional
- Microsoft Azure Administration
- Microsoft Azure Developer
- Microsoft Azure Fundamental
- SAP ECC 6.0 functional and technical training

15. Web, Mobile, Desktop, and Database Development/Support

On an as-needed basis, provide application and database analysis, design, programming, documentation, construction, and support services related to the various phases in the life cycle of developing and maintaining business applications. Services that may be needed include, but are not limited, to the following:

- a. Application requirements, specification and design
 - Requirements development, analysis and specification
 - Technical specifications documentation
- b. Application development and maintenance
 - Development of web enabled applications: GIS Information System analysis, design, development, administration, maintenance and Integration to other systems. These other systems include, but are not limited to desktop and server software: ESRI, OpenGeo, Mapbox, CartoDB, QGIS, OpenLayers, MangoMap, AmigoCloud, Google, Geocortex, PostGIS, API development, Oracle applications development, such as Oracle Express
- c. Graphic artist UI/UX services – Adobe Creative Suite, InvisionApp, CC, Adobe XD and like services
- d. Other web applications requirements, development, management of and support
 - Business to business transactions
 - E-Government development
 - Open government
 - Portal development
 - Web application development
 - Web portions of Smartphone and tablet application analysis development
 - Web security - all aspects for internal and external users
 - Web transaction design and processing
 - XML development (including RSS)
- e. Development and maintenance of mobile and web applications using the following software languages and technologies:
 - Classic ASP, ASP, .NET, K2, K2 RESTful API.
 - Angular, React, React-Native, JavaScript
 - PHP, Node.JS, C#, Java, C++, Python, VB, Swift 5, OBJ-C, Kotlin



- Bash, PowerShell, SPFX
 - Salesforce APEX
 - HTML5 & CSS3, SASS, LESS
 - JSON, XML, SOAP, YAML
 - AutoCAD
 - SQL, MSSQL, MySQL, PostgreSQL (Queries)
- f. Implementation of web and mobile application monitoring using the following application and server monitoring tools:
- Zabbix
 - Munin
 - Elastic APM
 - Sentry.IO
 - AWS CloudWatch
 - Filebeat, Metricbeat, Logstash
- g. Implementation of mobile and web applications using the following cloud services and tools:
- Elastic / Kibana
 - ARCGIS, ESRI,
 - DocuSign
 - GitHub / Gitlab
 - Google Maps, Mapbox
 - Swiftly Real-Time
 - Mailchimp
 - SendGrid
 - Okta (AUTH)
- h. Maintain and deploy mobile and web applications using the following technologies:
- VMWare
 - Microsoft IIS
 - Apache 2 / HTTPD Webserver
 - NGINX Webserver
 - Tomcat / Grizzly Webserver
 - GTFS / GTFS-RT
- i. Implement and maintain secure mobile and web applications using the following technologies:
- Carbon Black
 - OWASP
 - AWS SSM
 - AWS Shield (DDoS Protection)
 - Okta, MFA



- j. Build, deploy, and maintain mobile and web applications using the following frameworks and platforms:
- Ionic Framework
 - .NET Framework
 - Symfony 4+
 - Capacitor/Cordova
 - Drupal
 - WordPress
 - SharePoint
 - GravityForms (CC)
 - WooCommerce (CC)
- k. Ability to deploy and maintain mobile and web applications using the following cloud providers:
- Microsoft Azure / O365
 - Amazon Web Services (AWS)
 - Google Cloud Platform (GCP)
 - Heroku
 - Acquia
 - Salesforce
 - Elastic
- l. Deployment and integration of mobile and web applications using the following automation tools (CI/CD):
- Travis CI
 - AWS ECS/ECR
 - Docker/Kubernetes
 - AWS CodeDeploy/CodeBuild
- m. Application development using:
- Interface development to integrate two or more systems
 - Digital signature application integration with other applications
 - Database design, development and maintenance
 - i. Data function and process modelling
 - ii. Oracle database design, development, maintenance and performance tuning
 - iii. In memory database design, administration and tuning
 - iv. MySQL database design, administration and tuning
 - v. PostgreSQL database design, administration and tuning
 - vi. MSSQL database design, administration and tuning
 - vii. Airtable
 - viii. CartoDB
 - ix. Other database design, administration and tuning
 - Mobile application development



- i. Android, IOS and other mobile applications requirements, analysis, specifications, development and maintenance
- n. See Form 4. Cost Proposal Form, must include the following classifications:
 - Designer
 - General Developer
 - Scrum Master
 - Database Administrator (DBA)
 - Fullstack Developer

16. Customer Relationship Management (CRM) and Business Intelligence

On an as-needed basis, provide services related to the planning, designing, implementation, operations, maintenance and management of VTA's CRM: Salesforce and VTA's Business Intelligence solutions, related technologies used, or planned to be implemented. Support will include, but is not limited to, the following technologies:

- a. Salesforce - requirements and development
 - Analysis design, implementation, operation and maintenance of websites to be hosted by Salesforce
 - Analysis design, implementation, operation and maintenance using Salesforce's event/ incident tracking capabilities
 - Analysis design, implementation, operation and maintenance using Salesforce's customer contact center management capabilities
 - Analysis design, implementation, operation and maintenance using Salesforce's content management capabilities
 - Analysis design, implementation, operation and maintenance using Salesforce's data storage and data mining capabilities
 - Analysis design, implementation, operation and maintenance using Salesforce's reporting capabilities
 - Other enhancements to increase Salesforce's functionality or ease of use
- b. Salesforce - integration with other systems
 - Salesforce integration with other systems
 - Salesforce programming (Apex, JavaScript, Visualforce etc.)
- c. Salesforce administration
- d. Business Intelligence Solution Support – Administration, Design and Development of Tableau, SAP Analytics Cloud, Power BI and other Business Intelligence solutions
- e. See Form 4. Cost Proposal Form, must include the following classifications:
 - Salesforce Administrator
 - Salesforce Developer
 - Salesforce Business Analyst
 - Salesforce Budget Analyst



- Salesforce Architect

END SCOPE OF SERVICES



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 DBE PRIME AND SUBCONTRACTORS

FORM 6. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

FORM 7. LOBBYING RESTRICTIONS CERTIFICATION

FORM 8. TECHNOLOGY MATRIX

FORM 9. Covered Telecommunications Equipment or Services Representation



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
Cindy Chavez	Chairperson	County of Santa Clara
Glenn Hendricks	Vice Chairperson	City of Sunnyvale
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
Liz Kniss	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
Bob Nuñez	VTA Board Member	City of Milpitas
Teresa O'Neill	VTA Alternate Board Member	City of Santa Clara
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
SUBMIT IN A SEPARATE FILE

Key Personnel

Personnel Name	Classification	Direct Labor Rate	Overhead Rate	Profit (%)	Fully Burdened Hourly Rate

Unnamed Personnel

Training Course Title	Cost per Attendee

Print Services (B1-B5)	Cost Per Task
B1. Perfect Bound Booklet 160 pages, Duplex Full Color Cover: Minimum 80#, Gloss Body: 24# white, 158 pages Binding: Perfect or similar QTY: 1,000	
B2. Employee Mass Mailer 3 sheets of paper (1 single sided letter COLOR, 2 double-sided forms Black and White), #9 Business Return Envelope (Postage does not need to be included), all 8.5" x 11" in size Stuff into #10 Windowed Envelope Seal #10 Windowed Envelope QTY: 3,000	
B3. VTA Fact Cards (Wallet Size) Full Color Full Bleed Two Sided Final Size: 2.13" x 3.37" 1/8" Rounded Corners Final Product must be at least 14 mil thickness, Scratch and Water Resistant QTY: 3,000	
B4. Large Format Maps Typically placed inside glass cases at Bus Shelters Full Color	



Single Sided Size: 30" x 42" Stock: Water/weather resistant Minimum 1 Year Outdoor longevity QTY: 100	
B5. Large Format Construction Contract Books 35 pages B&W 50 pages Color Size: 22" x 34" Single Sided Stock: 20# Bond Binding: Edge or similar QTY: 50	
For Print Ship Finishing Equipment: Annual Rate, plus SLA	\$ /year

Firm Name:

Name

Title

Signature

Date



FORM 5. LISTING OF DBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

DBE: Yes No Age of Firm _____

Address: _____ Name & Title: _____

City, State, _____ Signature/ _____

Zip: _____ Date _____

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

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

CREDIT FOR DBE 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 DBE to non-DBE firms, towards the DBE goal.

A DBE 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. _____

DBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:

Total Contract Amount \$ _____

DBE Contract Amount \$ _____

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



**FORM 6. 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
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Total Proposed Amount: \$ _____

Amount to be subcontracted: \$ _____

Percent to be subcontracted: _____ %



FORM 7. LOBBYING RESTRICTIONS CERTIFICATION
(Rev: FTA BPPM 10/2016)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date:



FORM 8. TECHNOLOGY MATRIX

Download FORM8.Technology Matrix (S20128).xls spreadsheet



FORM 9. Covered Telecommunications Equipment or Services Representation

Pursuant to Public Law 115-232, Section 889, Proposer or Bidder or Contractor (referred to as “Offeror” in this document) must make the following representation to VTA:

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” means:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal funds for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it **does**, **does not** provide covered telecommunications equipment or services as a part of its offered products or services to VTA in the performance of any contract, subcontract, or other contractual instrument.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____



X. EXHIBITS

EXHIBIT A SAMPLE CONTRACT

EXHIBIT A1 SCOPE OF SERVICES

EXHIBIT A2 SAMPLE TASK ORDER

EXHIBIT A3 COMPENSATION, INVOICING and PAYMENT

EXHIBIT A4 INSURANCE REQUIREMENTS

EXHIBIT A5 DISADVANTAGE BUSINESS ENTERPRISE (DBE) REQUIREMENTS

EXHIBIT A6 REQUIRED FTA CLAUSES PARTS 1

EXHIBIT A7 REQUIRED FTA CLAUSES PARTS 2

EXHIBIT A8 PREVAILING WAGE REQUIREMENTS



EXHIBIT A CONTRACT
BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
CONTNAME
FOR
TECHNOLOGY INFORMATION SERVICES
CONTRACT NO. S20128

THIS CONTRACT for professional services (“Contract”) is entered into between the Santa Clara Valley Transportation Authority (“VTA”) and **Contname** (“Contractor”).

A. SERVICES TO BE PERFORMED: Contractor shall furnish all technical and professional labor and materials to perform the services described in Exhibit [] (herein referred to as “Services”), as requested by VTA by issuance of specific Contract Task Orders and agreed to by Contractor.

Assignment of the Services shall be authorized by issuance of Task Orders in the format set forth in Exhibit [].

B. TERM OF THE CONTRACT: The term of this Contract shall commence on the Effective Date (as defined in the signature block below) and continue through MM/DD/YYYY (unless otherwise earlier terminated pursuant to the terms and conditions set forth herein). The terms and conditions of the Contract shall remain in effect and applicable to all Task Orders issued during the term of this Contract.

VTA may, at its option, extend the term of the Contract for [x] additional years (each an “Option Year”) as follows:

Option Year 1: XX/XX/XXXX – XX/XX/XXXX

Option Year 2: XX/XX/XXXX – XX/XX/XXXX

VTA may unilaterally exercise its Option Years by sending [X] days written notice to Contractor.

C. DAYS: For purposes of this Contract, all references herein to “day” shall mean calendar day, unless specified otherwise. All references to “calendar day” shall mean any day, including Saturday, Sunday and all legal holidays. All references to “working day” or “business day” shall mean any business day, excluding Saturdays, Sundays and legal holidays.

D. COMPENSATION: Contractor shall be paid in accordance with Exhibit [] for the Services.



A price shall be negotiated for each Task Order which will be governed by the labor rates listed in Exhibit [].

Total compensation for the Services provided hereunder shall not exceed \$[]. Contractor shall be guaranteed a minimum compensation of \$[] under this Contract.

E. PERFORMANCE OF THE SERVICES:

1. Contractor represents that it is sufficiently experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Services.
2. Contractor shall perform the Services with the degree of skill and judgment normally exercised by firms performing services of a similar nature. In addition to other rights and remedies that VTA may have, VTA, at its option, may require Contractor, at Contractor's expense, to re-perform any Services that fail to meet the above standards.

F. 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 its Services other than to those subcontractors that may be identified in Exhibit []. 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 all subcontractors and suppliers of any tier, and shall include in each subcontract any provisions necessary to make all the terms and conditions of this Contract fully effective.

G. CHANGES: By written notice from VTA's Authorized Representative (as defined in Section L.1), VTA may, from time to time, order work suspension or make changes within the general scope of this Contract. If any such changes cause an increase or decrease in Contractor's cost to perform the Service or in the time required for its performance, Contractor shall promptly notify VTA thereof and assert its claim for adjustment within ten (10) days after the change is ordered, and an equitable adjustment shall be negotiated.

H. 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 actual time devoted and 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. Such documentation shall be 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.



2. For the duration of this 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 the 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. Contractor shall report indirect costs in accordance with the cost principles contained in 48 CFR Part 31, and follow the uniform administrative requirements set forth in 2 CFR Part 200, as modified by 2 CFR Part 1201.
4. The provisions of this AUDIT AND RECORDS section shall be included in any subcontracts hereunder.

I. 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 the VTA during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
3. **INTEREST OF THE CONTRACTOR:** The Contractor covenants that, presently, Contractor, its officers, directors or agents, have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree (or create an appearance of conflict) with the performance of the Services. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be knowingly employed.

J. TERMINATION AND SUSPENSION:

1. VTA may, by giving at least ten (10) business days' written notice to Contractor, terminate this Contract, or suspend performance hereunder, in whole or in part at any time for VTA's convenience. Contractor shall be compensated (i) in accordance with the terms of this Contract for the Services satisfactorily performed prior to the effective date and time of termination or suspension, or (ii) the minimum dollar amount stated herein, whichever is applicable. Contractor shall have no right to recover lost profits on the balance of the Services.



2. 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 two (2) 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.
3. In the event of such termination for cause, VTA shall be relieved of any obligation of further payment to Contractor, including its obligation to procure the minimum dollar amount stated herein (if any), and may complete the remainder of the Services by itself, or by using an alternative, third party contractor. The additional cost to VTA for completing the Services shall be deducted from any sum due to the Contractor and the balance, if any, shall be paid to the Contractor upon demand. The foregoing shall be in addition to any other legal or equitable remedies available to VTA.
4. If, after termination for failure to fulfill Contract obligations, it is determined that the 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.

K. GENERAL PROVISIONS:

1. **OWNERSHIP OF DATA:** All drawings, specifications, reports and other data developed by Contractor, its assigned employees or subcontractors pursuant to this Contract shall become the property of VTA as prepared, whether delivered to VTA or not. Unless otherwise provided herein, all such data shall be delivered to VTA or its designee upon completion of this Contract or at such other times as VTA or its designee may request.
2. **CIVIL RIGHTS:**
 - a. **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.



-
- b. ADA Accessible Information and Communications:** Any and all deliverables provided by Contractor to VTA pursuant to the Contract must be prepared and delivered in a format that is accessible to individuals with disabilities, as required by (i) the American with Disabilities Act of 1990 (ADA); (ii) 28 CFR Parts 35 and 36; (iii) 49 CFR Part 37; (iv) Section 504 of the Rehabilitation Act of 1973, as amended; and (v) California’s Unruh Civil Rights Act.
- 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:** Any lawsuit or legal action arising from this Contract shall be commenced and prosecuted in the courts of 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, Contractor must not disclose to third parties any information, data, or materials that the Contractor obtains from VTA or otherwise learns of or is exposed to in the course of the performance of this Contract or information developed or obtained by Contractor in the performance of this Contract (“Confidential Information”). In addition, Contractor must not disclose or use any Confidential Information for any purpose other than the performance of the Services. Notwithstanding the foregoing, Contractor may disclose Confidential Information to third parties or use such information for purposes other than performance of the Services if: (1) VTA provides express written consent for such use or disclosure; (2) the information is known to Contractor prior to obtaining such information from VTA or performing Services under this Contract; (3) the information is, at the time of disclosure by Contractor, 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 VTA and who has no obligation of confidentiality with respect thereto. In addition, Contractor may disclose Confidential Information if required to do so by court order. However, upon receipt of an order requiring such disclosure, Contractor must inform VTA as soon as practicable in order to allow VTA 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.
- 6. NONWAIVER:** Failure of VTA to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law or its failure to properly notify Contractor in the event of breach or its acceptance of or payment for any Services hereunder shall not release Contractor from the representations or obligations of this Contract and will not be deemed a waiver of any right of VTA to insist upon strict performance hereof or any of its rights or remedies hereunder.



-
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 this 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 will not be affected thereby.
 8. **INDEPENDENT CONTRACTOR:** In performance of the Services, Contractor will be acting as an independent contractor and not the agent or employee of VTA.
 9. **ENTIRE CONTRACT:** This Contract constitutes the entire contract between VTA and Contractor relating to the subject matter hereof and supersedes any previous contracts, agreements, or understandings, whether oral or written.
 10. **AMENDMENT:** Except as expressly provided herein, the provisions of this Contract cannot be altered, modified or amended except through the execution of a written amendment executed by VTA and Contractor.
 11. **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.
 12. **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.
 13. **INCORPORATION OF EXHIBITS AND ATTACHMENTS:** All exhibits and attachments referenced in this Contract are incorporated herein by this reference.
- L. AUTHORIZED REPRESENTATIVES 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:
John Wesley White, Chief Procurement Officer
3331 N. First Street, Bldg. B
San Jose, CA 95134-1927
john.white@vta.org



Contractor:

Name/Title
Company Name
Address
City/State/Zip
Telephone
Email

2. **NOTICES:** Notices shall be in writing and addressed to the Authorized Representatives at the addresses 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:

Kelly Tran, Contracts Administrator
3331 N. First Street, Bldg. B
San Jose, CA 95134-1927
kelly.tran@vta.org

Contractor:

Name/Title
Company Name
Address
City/State/Zip
Telephone
Email

4. Written notification to the other Party shall be provided, in advance, for changes in the name or address of the designated Authorized Representatives or Points of Contact stated above

M. INSURANCE: Contractor shall adhere to the insurance requirements set forth in Exhibit A4.

N. INDEMNITY AND DEFENSE OF CLAIMS:

1. Contractor must indemnify and hold harmless VTA, any public agencies within whose jurisdiction, on whose behalf, or on whose property the Services are being performed, any party VTA is contractually obligated to identify in this Contract as an indemnitee, and each of their respective Board of Directors, Board of Supervisors, Councils, individual board members, officers, agents, employees, and consultants (each, an "Indemnitee"; collectively, the "Indemnitees") from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, or fees and costs (including attorneys' and experts' fees and costs) (each a "Claim" and collectively "Claims") arising out of, pertaining to, caused



by, or in any way relating to the work performed under this Contract, including compliance or non-compliance with the terms of this Contract, by Contractor and/or its agents, employees, or subcontractors, whether such Claims are based upon a contract, personal injury, death, property damage, or any other legal or equitable theory whatsoever.

2. Contractor agrees, at its own expense, and upon written request by VTA or any individual Indemnitee, to immediately defend any suit, action, proceeding, dispute, or demand brought against any Indemnitee founded upon, alleging, or implicating any Claims covered by Contractor's indemnity obligation set forth above in subparagraph (1) immediately above and regardless of whether Contractor and/or any of its agents, employees, or subcontractors, was, in fact, liable. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused by the sole or active negligence or willful misconduct by VTA or its agents, servants, or independent contractors who are acting on behalf of VTA, VTA shall promptly reimburse Contractor for costs of defending the Indemnitees in such action incurred by Contractor, but only in proportion to the sole or active negligence or willful misconduct of VTA or its agents, servants, or independent contractors who are acting on behalf of VTA.
3. This indemnity and defense of claims provision will survive the expiration or termination of this Contract and remain in full force and effect.

O. BUSINESS DIVERSITY PROGRAM REQUIREMENTS: Contractor shall adhere to the Disadvantaged Business Enterprise requirements set forth in Exhibit A5.

P. SPECIAL PROVISIONS:

1. **FEDERAL REQUIREMENTS:** Contractor, its employees and subcontractors performing the Services hereunder shall comply with the laws and regulations set forth in Exhibit A6.
2. **PREVAILING WAGE REQUIREMENTS:** Contractor shall adhere to the prevailing wage requirements set forth in Exhibit A7.

Compliance Meeting

Within thirty (30) calendar days after award and prior to commencement of Services, Contractor and their subcontractors must meet with VTA at a specific time and place to be determined by VTA for a Compliance Meeting to discuss the Contractor's prevailing wage obligations pursuant to Labor Code 1720, if prevailing wage is applicable to the Contract, including:

- Project Registration with DIR
- Certified Payroll Upload into CA DIR eCPR
- Submission of Statement of Compliance with monthly invoice



IN WITNESS WHEREOF, VTA and Contractor have executed this Contract as of the last date set forth below (“Effective Date”).

*Santa Clara Valley
Transportation Authority*

Contname

Name
Title

Name
Title

Date

Date

Approved as to Form

VTA Counsel



EXHIBIT A1 SCOPE OF SERVICES



EXHIBIT A2 SAMPLE TASK ORDER

The Contractor hereby agrees to perform the Services authorized herein in accordance with all the terms and conditions of the Contract referenced below. The Contractor shall furnish the necessary professional and technical personnel and materials required to complete this work.

Contract No. _____ Task Order No. _____
Contractor: _____ SAP Requisition No. _____
Term: Effective _____ and continue in effect through _____

<u>Compensation Type</u>		
<input type="checkbox"/> T&M/Time & Materials	<input type="checkbox"/> CPFF/Cost Plus Fixed Fee	<input type="checkbox"/> FFP/Firm Fixed Price
		Task Order value: \$ _____
		Contract value available to authorize this Task Order \$ _____

Funding source: _____

Scope of Services: *attached*
Key Personnel: *attached*
Subcontractors: *attached*

<u>OBDP Requirements:</u>	
OBDP: SBE / DBE _____ %	OBDP Manager: _____

<u>Approvals</u>	
Project Manager: _____	Division Director: _____

Executed by:
Santa Clara Valley Transportation Authority **Conname**

Signature	Signature
Date	Date
Printed Name & Title	Printed Name & Title



**EXHIBIT A3 COMPENSATION, INVOICING and PAYMENT
TASK ORDER CONTRACT**

For the satisfactory performance and completion of Services under this Contract, VTA will compensate Contractor as set forth herein.

A. COMPENSATION: This is a Task Order Contract. Total compensation for the Services provided hereunder shall not exceed \$[]. Contractor shall be guaranteed a minimum compensation of \$[] under this Contract. Contractor agrees to complete the Services defined in authorized Task Orders. Contractor is not authorized to provide Services hereunder costing in excess of the maximum value amount stated herein. Task Order compensation may be awarded on either a time and materials (T&M), cost plus fixed fee (CPFF), or firm fixed price (FFP) basis.

1. BASE LABOR RATES: The basis for T&M, CPFF and FFP Task Order pricing and payment for work performed shall be subject to the direct labor, indirect labor, overhead and profit stated in **individual Task Orders**, and in accordance with the respective provisions stated below:

2. TIME AND MATERIALS. Payment for work performed on a T&M basis shall be in accordance with the following provisions.

a. **Exempt Personnel:** VTA shall pay for work by exempt personnel (as determined under the Fair Labor Standards Act, 29 U.S.C. § 201-219) at the labor rates as identified in Exhibit [], which include direct labor, indirect labor, overhead and profit. VTA payment for work by exempt personnel shall not include any premium pay.

Name	Classification	Hourly Rate

b. **Non-Exempt Personnel:** VTA shall pay for overtime work by non-exempt personnel (Time and a Half, Double Time) in accordance with California law, at the labor rates as identified in Exhibit []. VTA must approve all premium time in advance in writing.

Name	Classification	Hourly Rate



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- c. Contractor may request increases in labor rates. Increases in labor rates may occur only once in a twelve (12) month period per individual. Contractor must make all requests in writing and deliver them to VTA at least thirty (30) days prior to the date the requested new rates are to become effective. VTA will review the request and, at its sole discretion, approve or deny the request in writing. VTA will issue adjustments, if any, prior to the effective date of the new labor rates.
 - d. The labor rate paid by Contractor to each employee may not increase more than the annual average of the Consumer Price Index for the San Francisco Bay Area, using the **CPI-U, All Urban Consumers** index type for the twelve (12) month period preceding a new rate. The CPI is as a guideline only, and VTA is not obligated to match or increase this rate.
 - e. At its discretion, VTA will consider individual exceptions to the above limitations, on a case-by-case basis, not to exceed one (1) adjustment per employee per year, where Contractor can demonstrate that additional compensation is necessary to retain a specific employee VTA considers, in its sole discretion, to be essential.
- 3. COST PLUS FIXED FEE.** Payment for work performed on a cost plus fixed fee basis shall be the sum of direct labor costs, indirect labor costs (fringes and overhead), a fixed-professional fee based on an agreed upon profit, subcontractor costs and other direct costs.
- a. **Fixed Fee:** VTA shall pay Contractor a fixed professional fee for the Services described in Task Orders issued under this Contract.

Each invoice submitted by Contractor shall include a progress payment of a portion of the fixed-fee. The portion of the fixed-fee included in each invoice shall be determined by multiplying the fixed-fee by the percent of total progress reported to VTA for that invoice period, less the total amount of the fixed-fee previously invoiced and paid.

$$\text{Progress Percentage} = (\text{Total Costs Incurred to Date} / \text{Total Estimated Budget}) \times 100.$$

- 4. FIRM FIXED PRICE.** Payment for work performed on a firm-fixed price basis will establish the maximum value upon issuance of Task Orders, within which Contractor agrees to complete the Services defined in the Task Order. Said sum will include Contractor's total direct costs, indirect costs, and profit. No additional compensation will be paid without a written amendment to this Contract.
- 5. SUBCONTRACTOR COSTS:** VTA shall reimburse subcontractor costs at actual cost without mark-up. Subcontractor costs shall be supported by invoices, as are prime costs. See paragraph B, Invoicing.



6. OTHER DIRECT COSTS (ODCs):

- a. The following categories of expenses are considered ODCs:
 - i. **Travel Expenses:** Any travel expense (as described below) must be authorized by VTA in writing prior to Contractor incurring the expense of such travel. VTA may deny reimbursement of any travel expense incurred by Contractor prior to VTA's written approval. If VTA approves of the travel expense, VTA will reimburse the following types of travel expenses related to the performance of Services at the following per-diem or lump sum rates:

Car Rental: \$50/day (including all gas and all associated fees)

Flight: The rates set forth as GSA City Pairs Gov't "YCA" Fare (<https://cpsearch.fas.gsa.gov/cpsearch/search.do>)

Food/Beverage and Hotel: The rates set forth as GSA per diem rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>)

Mileage: The rates set forth as GSA mileage allowance (<https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>)
 - ii. VTA will reimburse parking, tolls, deliveries, printing, plan reproduction, blue print services, any fees required for background checks from iproveit.com, Restricted Access Permit (RAP) and Roadway Worker Protection (RWP) training and any other expenses directly associated with the Services at actual cost without markup. Contractor must provide appropriate supporting documentation, including detailed receipts. If any of the ODCs described in this paragraph will exceed \$500.00, Contractor must receive VTA's written approval prior to incurring such expense. VTA may deny reimbursement of any such ODC expense incurred by Contractor prior to VTA's written approval.
- b. Except as otherwise provided herein, telephone charges, computer costs, CAD machine charges, in-house copying charges, and facsimile charges must be included in overhead and will not be reimbursed as an ODC. Additionally, VTA will not reimburse any of the following types of expenses: alcohol, travel upgrades, fines, memberships, loss of personal property or cash, "no shows," or personal itinerary changes.
- c. No other categories of expenses will be subject to reimbursement as an ODC without the prior written approval of VTA.



B. INVOICING:

1. INVOICE FORMAT: VTA shall pay Contractor on the basis of invoices submitted every month for the Services performed during the preceding month. Invoices shall be in a form acceptable to VTA and each invoice must include:

- Contract Number and Task Order Number
- Name, classification and labor rate of employee
- Description of work performed
- Hours worked by employee accompanying with signed timesheets
- Cost per classification
- Fixed Fee (if assigned)
- Other Direct Cost
- Subcontractor costs with itemization in same format above
- Total costs

2. CERTIFICATION BY CONTRACTOR: Contractor shall include the following statement on all invoices for services authorized as T&M or CPFF as verification that all direct labor rates are billed at the actual rates earned.

<p>I certify the statements and information contained in this invoice are true, accurate, and complete.</p> <p>Contractor's Signature: _____</p> <p>Contractor's Name: _____</p>
--

3. WAIVER: Contractor shall be deemed to have waived the right to payment for Services not invoiced within six (6) months after the date the services were performed. For purpose of this provision the date of the invoice shall be the date of receipt by VTA.

4. INVOICE SUBMITTAL: Contractor shall submit invoices by e-mail to the address listed below. Invoices shall be in a PDF, Word, or Excel format.

Email: VTAAccountsPayable@VTA.org

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



C. PROMPT PAYMENT: VTA will pay Contractor within thirty (30) days after receipt by VTA of a proper, fully documented, invoice. Contractor shall pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within thirty (30) days of receipt of payment by VTA for such Services. Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.



EXHIBIT A4 INSURANCE REQUIREMENTS

CONTRACTOR’S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONTRACTOR 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.

CERTAIN INSURANCE REQUIREMENTS SPECIFIED IN THIS EXHIBIT ONLY APPLY TO SPECIFIC WORK AREAS UNDER THIS CONTRACT. THE BELOW TABLE INDICATES WHICH WORK AREAS REQUIRE WHICH LINES OF INSURANCE.

Area	Title	General Liability and Professional Liability	Auto and Workers' Compensation/ Employer's Liability	Cyber Liability	Railroad Protective Liability
1	Audio/Video	Yes	Yes	No	No
2	Print Shop Finishing Equipment Support and Print Services	Yes	Yes	No	No
3	Content/Records Management	Yes	Yes	Yes	No
4	Data/Cyber Security	Yes	Yes	Yes	No
5	Desktop/Helpdesk Support	Yes	Yes	Yes	No
6	Engineering and Construction Technology Support (E&C)	Yes	Yes	Yes	No
7	Fare Collection	Yes	Yes	No	Yes
8	Intelligent Transportation Systems (ITS)	Yes	No	Yes	No
9	Networking	Yes	Yes	No	No
10	SAP Application Support	Yes	Yes	Yes	No
11	Server	Yes	Yes	No	No
12	SharePoint	Yes	Yes	Yes	No
13	Technology/Communication Services	Yes	Yes	No	No
14	Technology Training Services	Yes	No	No	No
15	Web, Mobile, Desktop, and Database Development/Support	Yes	Yes	Yes	No
16	Customer Relationship Management (CRM) and Business Intelligence	Yes	Yes	Yes	No



INSURANCE

Without limiting Contractor's obligation to indemnify and hold harmless VTA, 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 Contractor, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in Contract price. In the event of any material change in the Contract Scope of Services, VTA reserves the right to change the insurance requirements set forth herein. Contractor must furnish complete copies of all insurance policies, within three (3) business days of any request for such by VTA.

A. Liability and Workers' Compensation Insurance

1. Minimum Scope of Coverage

Coverage must be at least as broad as:

- a. All work areas: Insurance Services Office General Liability coverage ("occurrence" form CG 0001), including Products/Completed Operations Liability. General Liability insurance written on a "claims made" basis is not acceptable.
- b. All work areas except 8 (Intelligent Transportation Systems) and 14 (Technology Training): 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. All work areas except 8 (Intelligent Transportation Systems) and 14 (Technology Training): Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.
- d. All work areas: 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 continuously 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. All work areas except 1 (Audio/Video), 2 (Printing & Finishing Equipment), 7 (Fare Collection), 9 (Networking), 11 (Server), 13 (Technology Telecommunication): Cyber Liability (including network security coverage).
- f. Work area 7 (Fare Collection) only: Railroad Protective Liability insurance covering the Applicant's liability for work performed on or adjacent to VTA's light rail line(s) for bodily injury, property damage, including damage to VTA's property, equipment and facilities; Insurance Services Office form number CG 0035. Applicant must apply for enrollment in VTA's Blanket Railroad Protective Liability program, for which VTA pays the premium directly to the insurer. Applicant must provide all necessary data for enrollment application, including but not limited to total work value (including



Applicant's profit) on the entire project, and on that portion of the work performed within 50 feet of the VTA rail Right of Way, measured from the nearest rail.

In the event Applicant is not enrolled in VTA's program, Applicant must purchase, at its own expense, its own stand-alone project-specific Railroad Protective Liability coverage, showing VTA as the Named Insured on the policy, covering liabilities arising out of work performed by Applicant within 50 feet of the VTA Rail Right of Way, measured from the nearest rail, for bodily injury, property damage, including damage to VTA's property, equipment, and facilities, under ISO coverage form CG 00 35 04 13 or equivalent.

2. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- a. General Liability \$2,000,000 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, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying General Liability policy, "Follow Form" coverage, and a "Drop Down" provision.
- b. Automobile Liability (including umbrella/excess liability): \$1,000,000 limit per accident for bodily injury and property damage. This requirement may be satisfied by a combination of Auto Liability with Excess or Umbrella, but in no event may the Automobile Liability primary policy limit per occurrence be less than \$1,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying auto liability policy, "Follow Form" coverage, and a "Drop Down" provision.
- c. Workers' Compensation and Employer's Liability: Statutory Workers' Compensation limits and Employer's Liability limits of \$1,000,000 per accident.
- d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim. This requirement may be satisfied by a combination of Professional Liability with Excess or Umbrella, but in no event may the Professional Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying professional liability policy, "Follow Form" coverage, and a "Drop Down" provision.
- e. Cyber Liability: \$1,000,000 per occurrence.
- f. Railroad Protective Liability: if required, \$2,000,000 Combined Single Limit for bodily injury and property damage, with \$6,000,000 annual aggregate.



3. Self-Insured Retention

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. 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 or deductible in excess of \$50,000, Contractor must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess Contractor's ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require Contractor to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by Contractor. Contractor may request execution of a nondisclosure agreement prior to submission of financial reports.

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 cover at least two (2) years.
3. No prior acts exclusion may be added to the policy during the contract period.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. Other Provisions

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

1. General Liability and Automobile Liability



-
- a. VTA, its directors, 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 directors, 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. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
 - c. 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.
 - d. The General Liability General Aggregate limit must apply per project, not per policy.
 - e. Products/Completed Operations Liability coverage must be maintained for a minimum of two (2) years following completion of this Contract.

2. All Coverages

- a. The insurer must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising from work performed by the Contractor and its subcontractors for VTA.
- b. Contractor's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to the Contractor's insurance. Contractor's insurance must not seek contribution from VTA's insurance program.

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 rights 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 must 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. All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, 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. S20128

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/Excess policy must be listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

It is a condition precedent to award of this Contract that all insurance certificates and endorsements be received and approved by VTA before Contract execution. No work may be performed until insurance is in full compliance. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If the Contractor receives notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, Contractor 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 insurance as required 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.



EXHIBIT A5 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT

- A. It is VTA policy to ensure that DBE firms, as defined in 49 CFR Part 26, have the full opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds.
- B. In connection with its performance under this Contract, although there is no specified DBE goal, Contractor agrees to cooperate with VTA in attempting to meet VTA's overall 20% annual utilization of DBE firms. In this regard Contractor will use all reasonable efforts to ensure that DBE firms shall have an equitable opportunity to compete for subcontract work under this Contract.

Goals for participation of DBE firms will be set on each individual Task Order based upon the subcontracting opportunities for that specific Task Order and the availability of DBE subcontractors for the specialties identified. In order to achieve its goals, VTA may require Contractor to subcontract work out that it would normally perform.

Contractor must ensure that DBE subcontractors are certified at the time of the Task Order proposal submittal. DBE lists by expertise are available for identifying and contacting DBE firms on the California Unified Certification (UCP) database listed in <https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-search>. For assistance in identifying certified DBE firms, contact VTA's Office of Business Diversity Programs at (408) 321-5962.

- C. Contractor shall submit a listing of DBE Prime or subcontractors with each Task Order and shall submit monthly DBE utilization reports to the VTA's Office of Business Diversity Programs. These monthly reports will document payments from VTA to Prime Contractors and Prime Contractors to subcontractors.

Electronic submittals will be reported through VTA's online compliance reporting system (B2Gnow) at <https://VTA.sdbbe.com>. Instructions for reporting payments will be sent via e-mail.

- D. Upon receipt of final payment, Contractor will be required to submit a final DBE Utilization Report by indicating a final audit where requested in the B2Gnow system. Contractor agrees to submit any and all required electronic reports to the Office of Business Diversity Programs.
- E. **CONTRACTOR ASSURANCES (as required by 49 CFR 26.13):** The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable



requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the 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 the recipient¹ deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible.

*Contractor **must** include the above assurance language in each of its subcontracts.

¹ "Recipient" is VTA.



EXHIBIT A6 REQUIRED FTA CLAUSES PART 1

In its performance under the Contract, Contractor will comply with all of the Federal Transit Administration (“FTA”) clauses which are identified below as applicable (if the box next to the clause is checked, the clause is applicable). The substance of these applicable requirements is set forth on the following pages of this Exhibit (Revised 08/2018).

- A. ACCESS TO RECORDS AND REPORTS
- B. BONDING REQUIREMENTS
- C. BUS TESTING
- D. BUY AMERICA REQUIREMENTS
- E. CARGO PREFERENCE REQUIREMENTS
- F. CHARTER SERVICE
- G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
- H. CIVIL RIGHTS LAWS AND REGULATIONS
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EXHIBIT A7 REQUIRED FTA CLAUSES PART 2

These FTA terms and conditions (“FTA Clauses”) are required by the FTA pursuant to the Master Agreement between FTA and VTA, Section 16 (a copy of which may be viewed at <https://www.transit.dot.gov/>) and apply to all third party contracts awarded by VTA that are funded in whole or in part with FTA assistance. Unless specifically defined herein, the capitalized terms used in these FTA Clauses have the meanings as defined in the solicitation and/or Contract, as applicable. Contractor is responsible for its subcontractors’ compliance, as applicable, with these FTA Clauses (Revised 08/2018).

In the event that any of these FTA Clauses conflict with other terms of the Contract, these FTA Clauses will prevail.

A. ACCESS TO RECORDS AND REPORTS: In addition to any other audit and record retention requirements set forth in the Contract, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section A apply to Contractor and its Contract subcontractors at every tier. Contractor will ensure compliance with this Section A by all of its subcontractors of every tier.
2. **RECORD RETENTION:** Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
3. **RETENTION PERIOD:** Contractor will comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
4. **ACCESS TO RECORDS:** Contractor will provide sufficient access to the FTA and its contractors to inspect and audit records and information related to performance of the Contract as reasonably may be required.
5. **ACCESS TO THE SITE OF PERFORMANCE:** Contractor will permit FTA and its contractors access to the sites of performance under the Contract as reasonably may be required.

B. BONDING REQUIREMENTS: Contractor will comply with the bonding requirements set forth elsewhere in the Contract.



C. BUS TESTING: Contractor will comply with all bus testing requirements set forth elsewhere in the Contract.

D. BUY AMERICA REQUIREMENTS: If the Contract is for the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section D apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section D.
2. **COMPLIANCE WITH FEDERAL LAW:** Contractor will comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.
3. **CERTIFICATIONS:** Contractor must submit to VTA the appropriate Buy America certification attached to the solicitation or otherwise provided by VTA with its (i) Bid (in the case of a sealed bidding procurement) or (ii) final offer or final revised Proposal (in the case of a negotiated procurement). Bids or Proposals (as applicable) that are not accompanied by a completed Buy America certification will be rejected as nonresponsive and cannot be considered by VTA.

E. CARGO PREFERENCE REQUIREMENTS: If the Contract involves equipment, materials, or commodities that may be transported by ocean vessels, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section E apply to Contractor and its Contract subcontractors at every tier involved with the transport of equipment, material, or commodities by ocean vessel. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section E.
2. **UNITED STATES-FLAG COMMERCIAL VESSELS:** Contractor will use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
3. **BILL-OF-LADING:** Contractor will furnish within 20 business days following the date of loading for shipments originating within the United States or within 30 business days following the date of loading for shipments originating outside the United States, a legible



copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to VTA (through Contractor in the case of a subcontractor's bill-of-lading).

F. CHARTER SERVICE: If the Contract is for the operation of transportation service, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section F apply to Contractor as the first tier service contractor. The provisions of this Section F do not flow down to subcontractors.
2. **COMPLIANCE WITH FEDERAL LAW:** Contractor will comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
 - b. FTA regulations, “Charter Service,” 49 C.F.R. Part 604;
 - c. Any other federal Charter Service regulations; or
 - d. Federal guidance, except as FTA determines otherwise in writing.
3. **VIOLATIONS:** If Contractor engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on Contractor. These corrective measures and remedies may include:
 - a. Barring Contractor or any subcontractor operating public transportation under its award that has provided prohibited charter service from receiving federal assistance from FTA;
 - b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
 - c. Any other appropriate remedy that may apply.

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: If the Contract has a total value of more than \$150,000, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section G apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section G.



2. Contractor will:

- a. Not use any violating facilities;
- b. Report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- c. Report violations of use of prohibited facilities to FTA; and
- d. Comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

H. CIVIL RIGHTS LAWS AND REGULATIONS: Contractor will at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section H apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section H.
2. **NONDISCRIMINATION:** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, U.S. Department of Transportation (“DOT”) regulations at 49 C.F.R. Part 21, and federal transit law at 49 U.S.C. § 5332, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
3. **RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and federal transit laws at 49 U.S.C. § 5332, Contractor will comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (“U.S. DOL”) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action will include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of



compensation; and selection for training, including apprenticeship. In addition, Contractor will comply with any implementing requirements FTA may issue.

4. **AGE:** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (“U.S. EEOC”) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, and federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
5. **DISABILITIES:** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, and federal transit law at 49 U.S.C. § 5332, Contractor will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

I. DISADVANTAGED BUSINESS ENTERPRISE (“DBE”): Contractor will comply with the DBE requirements set forth elsewhere in the Contract.

J. EMPLOYEE PROTECTIONS:

1. **FLOW DOWN:** The requirements of this Section J apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section J.
2. If the Contract is for construction, alteration, or repair in excess of \$2,000, Contractor will comply with the following:
 - a. **Prevailing Wage:** Contractor will comply with the prevailing wage requirements set forth in the Contract.
 - b. **Anti-Kickback:** Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by U.S. DOL regulations at 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.



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3. If the Contract (i) has a total value of more than \$100,000 and (ii) involves the employment of mechanics or laborers, Contractor will comply with the following:
- a. Contract Work Hours and Safety Standards:** Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the U.S. DOL regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- 1) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply if the Contract is for (i) the purchase of supplies or materials or articles ordinarily available on the open market or (ii) transportation or transmission of intelligence.
 - 2) In the event of any violation of this section, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by this section.
 - 3) The FTA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor (i) under the Contract, (ii) under any other federal government contract with the same prime Contractor, or (iii) any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act and held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
 - 4) Contractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring all subcontractors to include these clauses in any lower tier subcontracts.



b. Contract Work Hours and Safety Standards for Awards Not Involving Construction: Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

- 1) Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- 2) Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

K. ENERGY CONSERVATION: Contractor will at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section K apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section K.
2. **MANDATORY STANDARDS AND POLICIES:** Contractor will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

L. FLY AMERICA: If performance of the Contract involves transportation of persons or property by air between a place in the U.S. and a place outside the U.S., or between places outside the U.S., Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section L apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section L.



2. DEFINITIONS:

- a. **“International air transportation”** means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- b. **“United States”** or **“U.S.”** means the 50 States, the District of Columbia, and outlying areas.
- c. **“U.S.-flag air carrier”** means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

3. USE OF U.S.-FLAG AIR CARRIERS: Pursuant to Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act), Contractor and all of its subcontractors at every tier must use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. Contractor understands that the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, will disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

4. STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS: In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

[State reasons]: _____

5. SUBCONTRACTS: Contractor shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase under the Contract that may involve international air transportation.

6. CODE SHARE AGREEMENT: Contractor is permitted to use transportation on a foreign air carrier when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier’s designator code and flight number.



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7. **AIR TRANSPORTATION AGREEMENT:** Contractor is permitted to use transportation by a foreign air carrier if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

M. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION: If the Contract has a total value of \$25,000 or more, Contractor will comply with the following:

1. **FLOW DOWN:** If Contractor and/or any of its subcontractors enter into covered transactions with a participant at the next lower level, Contractor and/or its subcontractor, as applicable, must require that participant to: (a) comply with subpart C of 2 C.F.R. Part 180, as supplemented by 2 C.F.R. Part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. Part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.
2. **COMPLIANCE WITH FEDERAL LAW:** Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. Part 180. These provisions apply to the Contract and to (i) any subcontract at any tier of \$25,000 or more, and (ii) each contract at any tier for a federally required audit (irrespective of the contract amount), and (iii) each contract at any tier that must be approved by an FTA official irrespective of the contract amount.
3. **CERTIFICATION:** By executing this Contract, Contractor hereby certifies that its principals, affiliates, and subcontractors are eligible to participate in the federally funded Contract and are not presently declared by any federal department or agency to be:
 - a. Debarred from participation in any federally assisted award;
 - b. Suspended from participation in any federally assisted award;
 - c. Proposed for debarment from participation in any federally assisted award;
 - d. Declared ineligible to participate in any federally assisted award;
 - e. Voluntarily excluded from participation in any federally assisted award; or
 - f. Disqualified from participation in any federally assisted award.

This certification is a material representation of fact relied upon by VTA. If it is later determined by VTA that Contractor knowingly rendered an erroneous certification, in addition to remedies available to VTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.



N. LOBBYING RESTRICTIONS: If the Contract has a total value of \$100,000 or more, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section N apply to Contractor and its Contract subcontractors at every tier if such subcontract has a total value of \$100,000 or more. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section N.
2. **CERTIFICATION:** Contractor must submit to VTA the appropriate Restrictions on Lobbying certification attached to the solicitation or otherwise provided by VTA with its (i) Bid or Proposal, or (ii) prior to the execution of the Contract, whichever occurs earlier.

O. NO GOVERNMENT OBLIGATION TO THIRD PARTIES: Contractor will at all times comply with the following requirements:

1. **FLOW DOWN:** The requirements of this Section O apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section O.
2. **NO OBLIGATION:** Contractor acknowledges 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 of VTA, Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the underlying Contract.

P. PATENT RIGHTS AND RIGHTS IN DATA: If the Contract is for the performance of experimental, developmental, or research work, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section P apply to Contractor and its Contract subcontractors at every tier if the relevant subcontract meets the definition of a research-type project under 37 U.S.C. § 401.2. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section P.
2. **INTELLECTUAL PROPERTY RIGHTS:** Certain Patent Rights and Data Rights apply to all subject data first produced in the performance of the Contract. Contractor grants VTA intellectual property access and licenses deemed necessary for the work performed under the Contract and in accordance with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of the Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor



may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of the Contract, the term “subject data” means recorded information, whether or not copyrighted, that is delivered or specified to be delivered by the Contract.

3. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described as follows:
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
4. “Federal Government Purposes,” means use only for the direct purposes of the federal government. The federal government may not extend its federal license to any other party without the copyright owner’s consent.
5. Unless FTA determines otherwise, Contractor will permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the federal government may direct.
6. Unless prohibited by state law, upon request by the federal government, Contractor will indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor will indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agents of the federal government.
7. Nothing contained in this clause on rights in data shall imply a license to the federal government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the federal government under any patent.



8. Data developed by Contractor and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.
9. Contractor will include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

Q. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES: If the Contract is for the purchase of revenue service rolling stock, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section Q apply to Contractor as the first tier service contractor. The provisions of this Section Q do not flow down to subcontractors.
2. Contractor will comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663. Contractor shall comply with the Buy America certification(s) submitted with its Bid/Proposal. Contractor will participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. Part 663 and related FTA guidance.
3. For more information about pre-award and post-delivery audit requirements, please go to FTA's Buy America page on its website.

R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS: Contractor will at all times comply with the following requirements:

1. **FLOW DOWN:** The requirements of this Section R apply to Contractor and its Contract subcontractors at every tier if the relevant subcontract involves the making, presenting, or submitting of covered claims and statements. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section R.
2. 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 the Contract. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the federal government deems appropriate.



3. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the federal government deems appropriate.
4. Contractor will include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. Contractor will not modify the clauses, except to identify the subcontractor who will be subject to the provisions.

S. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS: If (i) Contractor is recognized by FTA to be a transit operator and (ii) the Contract is for transit operations, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section S apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section S.
2. Contractor will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
 - a. **U.S. DOL Certification:** Contractor will complete a certification issued by U.S. DOL as a condition of the Contract.
 - b. **Special Warranty:** U.S. DOL will provide a Special Warranty for the award associated with the Contract. The U.S. DOL Special Warranty is a condition of the Contract.
 - c. **Special Arrangements:** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractor in its provision of public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated into the Contract as required.

T. RECYCLED PRODUCTS: If (i) the Contract is for the purchase of items designated in guidelines of the U.S. Environmental Protection Agency (“EPA”) at 40 C.F.R. Part 247 and (ii) the purchase price of the relevant item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section T apply to Contractor and its Contract subcontractors at every tier if the subcontract involves the purchase of EPA-selected items



valued at \$10,000 or more. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section T.

2. Contractor will provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962, and EPA, “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. Part 247.

U. SAFE OPERATION OF MOTOR VEHICLES: Contractor will at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section U apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section U.
2. **SEAT BELT USE:** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or VTA.
3. **DISTRACTED DRIVING:** Contractor will adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns, leases, or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under the Contract.

V. SCHOOL BUS OPERATIONS: If the Contract is for the operation of public transportation service, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section V apply to Contractor as the first tier service contractor.
2. Contractor will comply with 49 U.S.C. 5323(f) and 49 C.F.R. Part 604 and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f);
 - b. FTA regulations, “School Bus Operations,” 49 C.F.R. Part 605;



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- c. Any other federal school bus regulations; or
 - d. Federal guidance, except as FTA determines otherwise in writing.
 3. If Contractor violates this Section V, FTA may:
 - a. Bar Contractor from receiving federal assistance for public transportation; or
 - b. Require Contractor to take such remedial measures as FTA considers appropriate.
 4. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally funded equipment, vehicles, or facilities.
 5. Contractor should include the substance of this clause in each subcontract under the Contract that may operate public transportation services.

W. SEISMIC SAFETY: If the Contract is for the construction of new buildings or additions to existing buildings, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section W apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section W.
2. Contractor will design and construct any new building or additions to existing buildings in accordance with the standards for Seismic Safety required in DOT Seismic Safety Regulations at 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. Contractor will ensure that all work performed under the Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued under the Contract.

X. SUBSTANCE ABUSE REQUIREMENTS: If the Contract requires Contractor or any of its subcontractors to perform safety-sensitive functions (as defined in 49 C.F.R. § 655.4), Contractor must comply with the following:

1. **FLOW DOWN:** The requirements of this Section X, along with VTA's Drug and Alcohol Policy, apply to Contractor and its Contract subcontractors at every tier that require the performance of a safety-sensitive function. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section X.
2. Contractor will establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655; produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655; and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California or VTA, to inspect the facilities and records associated with the



implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.

3. **CERTIFICATION:** Contractor will certify annually its compliance with 49 C.F.R. Part 655 before December 15 and to submit the Management Information System (MIS) reports before March 10 to:

Linda Durham
Sr. Human Resources Analyst
3331 North First Street-Building B1, San Jose, CA 95134

To certify compliance, Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

- Y. **TERMINATION:** Contractor will comply with the termination provisions set forth elsewhere in the Contract. The requirements of this Section Y apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section Y.

- Z. **VIOLATION AND BREACH OF CONTRACT:** If the Contract has a total value exceeding the simplified acquisition threshold as defined by 48 C.F.R. 2.101(b) (“Simplified Acquisition Threshold”), Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section Z apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section Z.
2. **DISPUTES:** VTA and Contractor intend to resolve all disputes under the Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the VTA’s and Contractor’s organization. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with VTA’s direction or decisions made thereof.
3. **PERFORMANCE DURING DISPUTE:** Unless otherwise directed by VTA, Contractor shall continue performance under the Contract while matters in dispute are being resolved.



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4. **REMEDIES:** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by VTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

AA. SPECIAL U.S. DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS: If the Contract has a total value of \$10,000 or more and is for construction, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section AA apply to Contractor and its Contract subcontractors performing construction work at every tier. Contractor is responsible for ensuring that all applicable lower tier contractors and subcontractors are in compliance with this Section AA.
2. Contractor will comply with (i) U.S. DOL regulations set forth in 41 C.F.R. Part 60-4, (ii) Executive Order 11246 “Equal Employment Opportunity,” as amended (including by Executive Order 11375), and (iii) 42 U.S.C. § 2000 (e) note.
3. Contractor will comply with the equal opportunity clause set forth in 41 C.F.R. § 60-1.4(b), which is incorporated herein by reference pursuant to 41 C.F.R. § 60-1.4(d).
4. Contractor will comply with the “Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)” set forth in 41 C.F.R. § 60-4.3, which specifications are attached hereto (if applicable).

BB. CONFORMANCE WITH I.T.S. NATIONAL ARCHITECTURE: If the Contract is (i) for the implementation of Intelligent Transportation Systems (“ITS”) and (ii) funded through the Federal Highway Trust Fund, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section BB apply to Contractor and its Contract subcontractors performing ITS project work at every tier. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section BB.
2. Except as otherwise permitted or determined by FTA in writing, Contractor will conform to the National Intelligent Transportation Systems (“ITS”) Architecture and Standards of 23 U.S.C. § 517(d), as amended by MAP-21.
3. Contractor will comply with FTA Notice, “Federal Transit Administration National ITS Architecture Policy on Transit Projects,” 66 FR 1455, January 8, 2001.



CC. ADA ACCESS: Contractor will at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

- 1. FLOW DOWN:** The requirements of this Section CC apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section CC.
- Contractor will operate public transportation services and will keep its facilities used in public transportation services in compliance with: (i) 42 U.S.C. § 12101 et seq.; (ii) DOT regulations, including “Transportation Services for Individuals with Disabilities (ADA)” set forth at 49 C.F.R. Part 37; and (iii) Joint Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, including “Americans with Disabilities Act (ADA) Accessibility Guidelines for Transportation Vehicles” set forth at 36 C.F.R. Part 1192 and “Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles” set forth at 49 C.F.R. Part 38. If Contractor is a private entity, Contractor must comply with the requirements of 49 C.F.R. Part 37 applicable to public entities.

DD. CHANGES: Contractor will at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

- 1. FLOW DOWN:** The requirements of this Section DD apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section DD.
- Contractor will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between VTA and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor’s failure to comply will constitute a material breach of the Contract.

EE. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);



(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.



(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits VTA on or after August 13, 2020, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to VTA any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor must report the information in paragraph (d)(2) of this clause to VTA. For indefinite delivery contracts, Contractor must report to VTA for the indefinite delivery contracts that have any affected order(s).

(2) Contractor must report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.



(e) *Subcontracts.* Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

FF. INCORPORATION OF FTA TERMS: Contractor will at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

- 1. FLOW DOWN:** The requirements of this Section FF apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section FF.
- 2.** The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth herein. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F and the Master Agreement or any revision thereto, are hereby incorporated by reference and made a part of the Contract, except to the extent FTA determines otherwise in writing. Anything to the contrary herein notwithstanding, all FTA-mandated terms are deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor will not perform any act, fail to perform any act, or refuse to comply with any VTA requests which would cause VTA to be in violation of any FTA terms and conditions.



EXHIBIT A8 PREVAILING WAGE REQUIREMENTS

- A. CALIFORNIA PREVAILING WAGE LAW:** This Contract is a “public work” as defined in Section 1720 through 1720.6 of the California Labor Code (“Labor Code”) and is therefore subject to the requirements of Labor Code Section 1720 et seq. requiring the payment of prevailing wages and compliance with other applicable requirements. Contractors and subcontractors of all tiers who perform work under this Contract are required to comply with these requirements.
- B. FEDERAL PREVAILING WAGE LAW:** This Contract is federally funded and is therefore also subject to federal prevailing wage requirements. Under 49 U.S.C. §5333(a), prevailing wage protections apply to laborers and mechanics employed on Federal Transit Administration (“FTA”) assisted construction, alteration, or repair projects. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§3141-3144 and 3146-3148 as supplemented by U.S. Department of Labor (“DOL”) regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.”
- C. DIR REGISTRATION:** Contractor and subcontractors of all tiers used for the Contract must be registered with the DIR pursuant to Labor Code Section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)) prior to (i) submission of the bid or proposal and/or (ii) execution of the Contract, as applicable. Those who fail to register and maintain their status as a public works contractor are not permitted to perform work hereunder.
- D. SUBCONTRACTOR LISTING:** Contractor must provide VTA with a list of all subcontractors of every tier, for any dollar amount. Contractor must not allow any unidentified subcontractor of any tier to perform work under this Contract.
- E. APPLICABLE RATES:** Workers employed under the Contract must be paid at the rates at least equal to the prevailing wage rates as adopted. If Contractor uses a craft or classification not shown on the prevailing wage determinations, Contractor may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of Contract award.
- 1. CALIFORNIA PREVAILING WAGE RATES:** The applicable California prevailing wage rates can be found at www.dir.ca.gov and are on file with the Contracts Office at VTA, which will be available to any interested party upon request. Contractor is also required to have a copy of the applicable prevailing wage rates posted and/or available at the jobsite or material staging area.
 - 2. SPECIAL PREVAILING WAGE RATES:** Special prevailing wage rates generally apply to work performed on weekends, holidays, and for certain shift work. Depending on the location of



the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractor is on notice, and responsible for ensuring that its subcontractors of all tiers are on notice, that information about such special rates, holidays, premium pay, shift work, and travel and subsistence requirements can be found at www.dir.ca.gov.

3. **FEDERAL PREVAILING WAGE RATES:** This Contract is also subject to federal requirements for payment of prevailing wages as determined by the Secretary of Labor. Federal wage rates are available at the DOL website at <https://www.wdol.gov/dba.aspx> and at the Contracts Office of VTA. The applicable federal wage rate determinations are attached hereto as Exhibit A3. Where there are differences between federal and state wage rates, the higher will apply. In addition, Contractor will pay wages not less than once per week.

F. APPRENTICES: In the performance of work under this Contract, Contractor is responsible for compliance with Labor Code Section 1777.5, pertaining to the employment of registered apprentices.

G. CERTIFIED PAYROLLS:

1. **SUBMISSION TO VTA:** In the performance of work under this Contract, Contractor is responsible for its compliance, as well as that of its subcontractors of every tier, with Labor Code Section 1776. On a weekly basis, Contractor will present to VTA all applicable and necessary certified payrolls (for itself and all applicable subcontractors of every tier) for the time period covering the immediately preceding week. The term “certified payroll” includes all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by VTA.
2. **SUBMISSION TO THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (“DIR”):** In addition to submitting the certified payrolls and related documentation to VTA, on a weekly basis Contractor and subcontractors of all tiers must submit certified payroll and related documents electronically to the DIR. Failure to submit payrolls to the DIR when mandated by the Contract will also result in the withholding of progress, retention, and final payment, if applicable.
3. **FLOW DOWN:** Contractor will incorporate into every lower-tier subcontract and purchase order these instructions where labor compliance documentation is required.

H. FAILURE TO COMPLY: VTA or the DIR may impose penalties upon Contractor and subcontractors of any tier for failure to comply with prevailing wage requirements. This Contract is subject to compliance monitoring and enforcement by the DIR.