

Request for Proposals  
RFP S19257

# SAP ENTERPRISE ASSET MANAGEMENT ENHANCEMENT

February 20, 2020  
Lida Delos Santos, Contracts Administrator

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

For more information about VTA, log on to [www.VTA.org](http://www.VTA.org).

**ABOUT RFP S19257:** VTA seeks proposals (each, a “Proposal”) from qualified firms to provide the required system enhancement to VTA’s current SAP Enterprise Asset Management functions. VTA’s goal is to leverage the existing foundational technology to preserve and have a well-maintained, reliable transit infrastructure, track, signal systems, bridges, tunnels, vehicles, and stations which will help ensure safe, dependable, and accessible services and associated Federal Transportation Administration (“FTA”) Enterprise Asset Management (“EAM”) practices.

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

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



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

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

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



**I. INSTRUCTIONS TO PROPOSERS**

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

**Table 1**

ACTIVITY	DATE/TIME
Issue RFP	February 20, 2020
Pre-Proposal Conference	March 18, 2020 at 10:00 a.m.
Deadline to Submit Questions	March 20, 2020 at 4:00 p.m.
Deadline to Submit Proposal	April 24, 2020 at 4:00 p.m.
Interviews	May 8, 2020

**B. DESIGNATED POINT OF CONTACT:** All communications with VTA regarding this RFP shall be in writing (US mail/ email) to the Designated Point of Contact identified below. All emails must indicate in the subject line “RFP S19257 for SAP Enterprise Asset Management Enhancement.” No telephone calls will be accepted. Except as otherwise provided herein, no contact will be entertained by the Procurement, Contracts, and Materials Management staff outside of the formal Q&A period, and/or by anyone other than the Designated Point of Contact regarding this RFP.

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

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

Lida Delos Santos, Contracts Administrator I  
Santa Clara Valley Transportation Authority  
3331 North First Street, Building A  
San Jose, California 95134  
Email: [Lida.Delossantos@VTA.org](mailto:Lida.Delossantos@VTA.org)

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

Santa Clara Valley Transportation Authority  
3331 North First Street, Building A, Room 109  
San Jose, California 95134



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

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

Questions or comments regarding this RFP must be submitted in writing and must be received by VTA no later than the date and time stated in Table 1. Email questions must be submitted to the Designated Point of Contact listed above and shall include "RFP S19257 QUESTIONS" in the subject line.

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

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

The Proposer shall submit eight (8) printed copies and one (1) copy of the Proposal in an electronic format in the form of a flash drive.

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

"RFP S19257 SAP ENTERPRISE ASSET MANAGEMENT ENHANCEMENT"

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

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



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

VTA reserves the right to:

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

**I. CONTRACT TYPE:** It is anticipated that VTA will award a professional services contract (“Contract”). If awarded, the Contract will be a task order Contract using either time and materials, cost plus fixed fee, or firm fixed price compensation. The Contract is expected to have a term of one (1) year. This RFP does not commit VTA to enter into such Contract nor does it obligate VTA to pay for costs incurred in preparation or submission of Proposals or in anticipation of entry into a Contract.

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

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

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

**L. ECONOMIC INTEREST FORM 700:** The Proposer’s key person as well as other positions within his or her firm, determined by VTA, to be participating in the making of



governmental decisions will each be required to file a Form 700 the financial disclosure form mandated by the Fair Political Practices Commissions (FPPC). The Form 700 will be required to be filed upon execution of the Contract in which the VTA retains the services of the Proposer, annually thereafter, and upon separation of services pursuant to FPPC rules and regulations.

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

**II. PROPOSER’S MINIMUM QUALIFICATIONS**

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

- i. The team that Proposer proposes to staff for this Contract must satisfy at least one of the following experience levels: (i) a minimum of 5 years of SAP PM/Linear Asset Management experience; (ii) a minimum of 5 years of Geographic Information System (“GIS”) experience; (iii) a minimum of 3 years of SAP Fiori experience; or (iv) at least one successful SAP S/4HANA application migration experience from SAP ECC Plant Maintenance Module.

**B. PREFERRED QUALIFICATIONS:** The Proposer shall possess knowledge of and experience with SAP Plant Maintenance/Material Management modules.

- i. The Proposer and its proposed team to be assigned to this Contract shall have experience with implementing the EAM processes for public transit agencies delivering both bus and light rail services.

**III. EVALUATION AND SELECTION**

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

<b>Qualification of the Firm</b>	<b>25 Points</b>
<b>Staffing and Project Organization</b>	<b>20 Points</b>
<b>Work Plan / Project Understanding</b>	<b>20 Points</b>
<b>Local Firm Preference</b>	<b>10 Points</b>
<b>Cost Proposal</b>	<b>25 Points</b>





1. **QUALIFICATION OF THE FIRM:** Qualifications to be considered include, but are not limited to: strength and stability of the firm, staffing capacity and experience relative to supporting similar SAP environments, technical experience in performing work of a closely similar nature, strength and stability of proposed subcontractors, experience working with public agencies, assessments by client references, and prior demonstrated success in providing similar services.
  2. **STAFFING AND PROJECT ORGANIZATION:** Qualifications of the Proposer's proposed team members, the level of involvement of such team members in performing related work, 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, and work plan will be evaluated.
  4. **LOCAL FIRM PREFERENCE:** Five (5) points shall be awarded if at least fifty percent (50%) of the dollar value of services to be rendered will be performed by a local firm. An additional point shall be awarded for each additional ten percent (10%) of the dollar value of services to be performed by a local firm, to a maximum point award of ten (10) points.
  5. **COST PROPOSAL:** The reasonableness of the total cost proposal and the competitiveness of this amount in comparison with other Proposals received, adequacy of market data that supports proposed costs and prices, reasonableness of labor rates, and reasonableness of the fixed costs proposed on the demonstration of the feasibility of the Proposer's work plan ("Proof of Concept").
- B. EVALUATION PROCEDURE:** The review board will evaluate Proposals based on the pre-established criteria to determine the successful Proposer or establish a shortlist of firms to interview. VTA reserves the right to conduct interviews at its discretion.

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

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



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

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

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

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

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

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

When VTA engages the highest-ranked Proposer in negotiations, a Notice of Intent of Award will be submitted as a courtesy to the shortlisted Proposers.

Upon completion of a successful negotiation, VTA will issue a Notice of Recommended Award, which will initiate the five (5) day pre-award protest period pursuant to VTA’s protest policies.

#### **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.
3. **WORK PLAN/PROJECT UNDERSTANDING:** By presentation of a well-conceived work plan, this section of the Proposal shall establish the Proposer understands VTA's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. The work plan shall describe the work assigned to the prime and each subconsultant. The work plan shall also include a timetable for completing all work specified in the Scope of Work.
4. **PROJECT STAFFING:** This section shall discuss how the Proposer would propose to staff this project. Proposer project team members shall 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 shall be included. Key personnel will be an important factor considered by the review board. Once the Proposal is submitted, there can be no change of key personnel without the prior approval of VTA. Each Contract team member proposed by Proposer must have a minimum of 2 client references cited as related experience and Proposer must furnish the name, title, address, and telephone number of such references.
5. **ADMINISTRATIVE SUBMITTALS:** The Proposer must complete all the forms attached hereto and submit in the Proposal.

Two of the required submittals are the Technical Proposal and the Pricing Proposal, as described below.

**Technical Proposal:**

Provide a report of the asset management capabilities for SAP ECC and SAP S/4HANA. See Form 4 (filename: RFPS19257\_Technical Proposal.xlsx, to be downloaded from VTA Website).

Identify specific areas that can be configured, completed, and implemented in SAP Production. See Form 4 (filename: RFPS19257\_Technical Proposal.xlsx, to be downloaded from VTA Website).



**Pricing Proposal:**

Provide a cost proposal including the number of hours and fully burdened hourly rate. See file entitled: RFPS19257\_Cost Proposal.xlsx, to be downloaded from VTA Website.

**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](http://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.sdbbe.com/FrontEnd/VendorSearchPublic.asp?TN=vta&XID=5635>

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

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

Listings for SBE and DBE firms are:

VTA SBE Database:

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



California UCP DBE Database:

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

**2. CONSULTANT REGISTRATION:** All SBE DBE and MWBE firms listed on Form 5, Listing of MWBE Prime and Subcontractors and Form 6, Listing of SBE Prime and Subcontractors, must be certified by VTA's OBDP, the California Unified Certification Program ("CUCP"), and/or accepted as certified by VTA's OBDP at the time of the Proposal due date to be counted toward VTA's 19% overall SBE goal. Proposers must comply with VTA's SBE Program Policy and Requirements on utilization of SBE.

- a. Form 5, MWBE Listing of Prime and Subcontractors, Form 6, SBE Listing of Prime and Subcontractors, Form 7, Designation of Subcontractors and Suppliers, in compliance with SBE Program Policy and Requirements, must be submitted at time of Proposal submittal.
- b. It is the Proposer's sole responsibility to verify to VTA that a sub-consultant has a SBE/DBE certification.

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

## **VI. INSURANCE REQUIREMENTS:**

Contractor shall adhere to the insurance requirements set forth in Exhibit 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.

## **VII. PROTESTS**

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

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



documentation. Protestor will be notified of VTA's final decision prior to issuance of award.

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

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

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

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

## **VIII. SCOPE OF SERVICES:**

**1. Introduction and Overview:** When VTA deployed SAP ECC 6.0 in 2009, VTA did not implement the plant maintenance module (one of the modules inside SAP ECC 6.0 software) in a way that help improve operation's daily processes. In addition, only technical upgrades were performed during VTA's annual SAP patch updates since 2010. As a result, a significant amount of preventive maintenance processes are still managed outside of SAP, impacting SAP user's productivity while limiting VTA's managers' ability to acquire reliable data for decision-making purposes.

FTA's enactment of Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) highlighted the importance for transit agencies to implement a Transit Asset Management ("TAM") Program. The TAM Program, among other things, calls for improvement in preventive maintenance, asset management, and safety monitoring and controls.

VTA recently engaged a consultant to conduct an assessment of the state of VTA's preventive maintenance and asset management processes and needs. The result was a detailed EAM system requirements and gap analysis, which should be the basis for enhancing VTA's current SAP Plant Maintenance/Material Management functions.



VTA's goal is to leverage the existing foundational technology to deliver FTA-required State of Good Repair (a FTA program focused on maintaining the nation's bus and rail systems in a state of good repair in order to deliver safe and reliable transit service) solutions and associated EAM practices by:

- Implementing a collection of technology solutions to improve total asset visibility,
- Delivering a full asset lifecycle management capability from procurement to disposition,
- Improving VTA's ability to predict the useful life and replacement needs of assets,
- Leveraging use of mobile solutions, and
- Expanding VTA's ability to administer and maintain capital budget projects.

VTA has a philosophy to refrain from customizing the core application. Solutions proposed with extensive customization will be viewed as not meeting VTA's requirements.

## **1.1 Background:**

### **1.1.1 VTA's current applications:**

- SAP Human Capital Management/SuccessFactors
- SAP Payroll
- SAP Finance/Controlling/Asset Accounting/Project Systems
- SAP Flexible Real Estate Management
- SAP Materials Management /Purchasing/Plant Maintenance
- SAP Fiori
- Trapeze FX/Blockbuster (Scheduling)
- Trapeze OPS (Bidding, Dispatching, Timekeeping, Workforce Management)
- Trapeze OPS-web (self service)
- Trapeze OPS Sign-in-Terminal
- Trapeze OPS Multi-media (Notifications)
- Trapeze Viewpoint-OPS (Business Intelligence)
- Trapeze RFind (Light Rail Yard Management)
- Trapeze PASS (Paratransit)
- Clever Devices CleverCAD
- Clever Devices CleverCAD Mobile
- Clever Devices AVM
- Clever Devices BusTime
- Clever Devices APC



- Clever Devices CleverReports
- Clever Devices CleverWorks
- Clever Devices Dynamic Scheduling
- Clever Devices Cleverware Intercom
- Ridecheck Plus
- SCADA
- ArcGIS





### 1.1.2. VTA's Current SAP ECC System Status

Contractor's attention is directed to the charts below in order to gain a better understanding of the complexity of VTA's requirements. Specifically, such attention is directed to the line items in red boxes.

Component	Release	SP-Level	Support Package	Short Description of Component
SAP_AP	750	0011	SAPK-75011INSAPAP	SAP Application Platform
SAP_BS_FND	748	0013	SAPK-74813INSAPBSFND	SAP Business Suite Foundation
WEBCUIF	748	0013	SAPK-74813INWEBCUIF	SAP Web UI Framework
EA-IPPE	618	0004	SAPK-61804INEAIPPE	SAP IPPE
MDG_APPL	619	0014	SAPK-61914INMDGAPPL	MDG Applications
MDG_MDC	100	0014	SAPK-10014INMDGMDC	Master Data Consolidation
MDG_UX	619	0014	SAPK-61914INMDGUX	MDG Additional User Interface
SAP_APPL	618	0013	SAPK-61813INSAPAPPL	Logistics and Accounting
SAP_FIN	618	0013	SAPK-61813INSAPFIN	SAP_FIN
SAP_HR	608	0072	SAPKE60872	Human Resources
SAP_HRCAE	608	0072	SAPK-60872INSAPHRCAE	Sub component SAP_HRCAE of SAP_HR
SAP_HRCAR	608	0072	SAPK-60872INSAPHRCAR	Subcomponent SAP_HRCAR of SAP_HR
SAP_HRCAT	608	0072	SAPK-60872INSAPHRCAT	Subcomponent SAP_HRCAT of SAP_HR
SAP_HRCAU	608	0072	SAPK-60872INSAPHRCAU	Subcomponent SAP_HRCAU of SAP_HR
SAP_HRCBE	608	0072	SAPK-60872INSAPHRCBE	Subcomponent SAP_HRCBE of SAP_HR
SAP_HRCBG	608	0072	SAPK-60872INSAPHRCBG	Sub component SAP_HRCBG of SAP_HR

Installed Software

Installed Software Component Versions | Installed Product Versions

Component	Release	SP-Level	Support Package	Short Description of Component
EA-HRCVE	608	0072	SAPK-60872INEAHRCVE	Subcomponent EA-HRCVE of EA-HR
EA-HRCZA	608	0072	SAPK-60872INEAHRCZA	Subcomponent EA-HRCZA of EA-HR
EA-HRGXX	608	0072	SAPK-60872INEAHRGXX	Subcomponent EA-HRGXX of EA-HR
EA-HRRXX	608	0072	SAPK-60872INEAHRRX	Subcomponent EA-HRRXX of EA-HR
EA-PS	618	0013	SAPK-61813INEAAPS	SAP Enterprise Extension Public Services
EA-RETAIL	618	0013	SAPK-61813INEARETAIL	SAP Enterprise Extension Retail
FINBASIS	748	0013	SAPK-74813INFINBASIS	Financial Basis
FSCM_CCD	618	0013	SAPK-61813INFSCMCCD	FSCM_CCD
CTE_FND	100	0012	SAPK-10012INCTEFND	SAP Concur Generic Parts
ECC-DIMP	618	0013	SAPK-61813INECCDIMP	DIMP
ECC-SE	605	0018	SAPK-60518INECCSE	ECC-SE
ERECRUIT	617	0017	SAPK-61717INERECRUIT	E-Recruiting
FI-CA	618	0013	SAPK-61813INFICA	FI-CA
FI-CAX	618	0013	SAPK-61813INFICAX	FI-CA Extended
INSURANCE	618	0013	SAPK-61813ININSURANC	SAP Insurance
IS-CWM	618	0013	SAPK-61813INISCWM	Industry Solution Catch Weight Management



Installed Software Component Versions		Installed Product Versions		
Component	Release	SP-Level	Support Package	Short Description of Component
IS-H	618	0019	SAPK-61819INISH	SAP Healthcare
IS-M	618	0013	SAPK-61813INISM	SAP MEDIA
IS-OIL	618	0013	SAPK-61813INISOIL	IS-OIL
IS-PRA	618	0013	SAPK-61813INISPR	SAP IS-PRA
IS-PS-CA	618	0013	SAPK-61813INISPSCA	IS-PUBLIC SECTOR CONTRACT ACCOUNTING
IS-UT	618	0013	SAPK-61813INISUT	SAP Utilities/Telecommunication
LSOFE	617	0016	SAPK-61716INLSOFE	SAP Learning Solution Front End
PLMWUI	748	0013	SAPK-74813INPLMWUI	SAP PLM Web UI
SEM-BW	748	0013	SAPK-74813INSEMBW	SEM-BW: Strategic Enterprise Management
CTE_FIN	100	0012	SAPK-10012INCTEFIN	SAP Concur FIN Integration
CTE_HCM	100	0012	SAPK-10012INCTEHCM	SAP Concur HCM Integration
CTE_INV	100	0012	SAPK-10012INCTEINV	SAP Concur Travel & Expense ERP Invoice
GBX01HR	600	0015	SAPK-60015INGBX01HR	FIORI X1 HCM
GBX01HR5	605	0012	SAPK-60512INGBX01HR5	FIORI X1 HCM
GRCP1ERP	V1100_700	0023	SAPK-11323INGRCP1ERP	GRCP1ERP
PERSONAS	300	0009	SAPK-30009INPERSONAS	PERSONAS - SAP GUI PERSONALISATION

Product	Release	SP Stack	Vendor	Short Description of Product Version
SAP GRC ACCESS CONTROL	11	25 (08/2019)	sap.com	SAP ACCESS CONTROL 10.1
SAP GRC PROCESS CONTROL	11	Initial Shipment Stack	sap.com	SAP PROCESS CONTROL 10.1
SAP ERP	2005	31 (01/2019)	sap.com	SAP ERP 6.0
SCREEN PERSONAS	3.0	SP09	sap.com	SAP SCREEN PERSONAS 3.0
SAP NETWEAVER	7.5	16 (09/2019)	sap.com	SAP NETWEAVER 7.5
SAP FIORI FOR SAP ERP HCM	1.0	15 (09/2019)	sap.com	SAP FIORI FOR SAP ERP HCM 1.0
EHP8 FOR SAP ERP 6.0	EHP8 FOR SAP ERP 6.0	13 (10/2019)	sap.com	EHP8 FOR SAP ERP 6.0
SAP ERP-TO-CONCUR INTEGRATION	1.0	12	sap.com	SAP ERP-CONCUR INTEGRATION 1.0

Product	Release	SP Stack	Vendor	Short Description of Product Version
NW AS ABAP	7.52	04 (04/2019)	sap.com	NW AS ABAP 7.52
SAP FIORI FRONT-END SERVER	4.0	04 (04/2019)	sap.com	SAP FIORI FRONT-END SERVER 4.0
SAP FIORI FOR SAP HCM	2.0	08 (10/2019)	sap.com	SAP FIORI FOR SAP HCM 2.0



**1.1.3. Current VTA GIS System Status**

<b>VTA Enterprise GIS Stack</b>	
<b>GIS component version</b>	
<b>External Server</b>	ArcGIS Server 10.6
	Portal for ArcGIS 10.6
	ArcGIS Data Store 10.6
	ArcGIS Data Reviewer 10.6 for Server
	ArcGIS Web Adaptor (IIS) 10.6 portal
	ArcGIS Web Adaptor (IIS) 10.6 -gis
	ArcGIS Web Adaptor (IIS) 10.6 -gis2
<b>Internal Server</b>	ArcGIS Server 10.5.1
	ArcSDE 10.1 for Oracle 11g
	Portal for ArcGIS 10.6

**1.2 Work to be Performed**

Contractor will assess whether VTA’s asset management needs can be fulfilled by SAP ECC or SAP S/4HANA.

1.2.1 Training & Knowledge Transfer Plan: Contractor must provide detailed configuration documentation and training materials to VTA (i.e., a “knowledge transfer”). Knowledge transfer will be focused on the functionality, tools, and activities delivered by Contractor pursuant to the Contract. Contractor must provide training sessions to VTA end users, and all training must be completed prior to the go-live date in production (which date will be determined by VTA).

1.2.2 Testing Plan: Contractor must lead and document the test cases to adequately test all new activities and integration points to ensure the entire solution is functioning without impact to the current business processes.

1.2.2 Post Go-Live Requirements: Contractor must provide VTA ten (10) days of on-site post go-live support.

**1.3 Project Timeline**

Contractor must complete the Services hereunder by December 31, 2020. Contractor understands that VTA operates 24 hours per day 7 days per week. Contractor must design its cut-over plans (meaning the plan to transition from the



testing to the production environment) in a way that minimizes VTA's end user outages and does not have any impact to VTA's annual SAP patch update timeline.

#### **1.4 Objectives**

Currently, SAP Plant Maintenance/Material Management modules are not configured effectively to support asset management at VTA, as indicated by the results of the preventive maintenance and asset management requirements and gap analysis report.

#### **2. Contract Deliverables**

- Report of the asset management capabilities for SAP ECC and SAP S/4HANA.
- All the functions VTA selected must be successfully implemented to the VTA SAP Production.
- Documentation of configuration, testing process, and training materials.
- Provide knowledge transfer to VTA's IT department and training sessions to VTA's IT department and end users.
- Perform cut-over plan activities in VTA's SAP production system.
- Provide two weeks of on-site post-go live production support.
- Provide VTA with a plan to perform the Services in such a way that has the minimal impact to VTA operations, which are ongoing 24 hours per day, 7 days per week.

#### **3. Progress/Compliance**

- VTA has the right to test all scenarios called for by the Contract



**IX. ADMINISTRATIVE SUBMITTALS**

**Proposer must submit all forms as part of the Proposal.**

**FORM 1. GENERAL INFORMATION**

**FORM 2. LEVINE ACT STATEMENT**

**FORM 3. EXCEPTIONS TO THE CONTRACT**

**FORM 4. TECHNICAL PROPOSAL FORM**

**FORM 5. COST PROPOSAL FORM**

**FORM 6. LISTING OF MWBE PRIME AND SUBCONTRACTORS**

**FORM 7. LISTING OF SBE PRIME AND SUBCONTRACTORS**

**FORM 8. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS**

**FORM 9. LOCAL FIRM CERTIFICATION**



**FORM 1. GENERAL INFORMATION**

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

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

\*Commercial and Government Entity ([www.sam.gov](http://www.sam.gov))

**POINT(S) OF CONTACT**

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

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

**AUTHORIZED SIGNATORIES:**

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

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



**FORM 2. LEVINE ACT STATEMENT**

Prime Proposer and Subconsultants must submit a signed Levine Act Statement

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

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

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

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

No \_\_\_ Yes \_\_\_ Please identify the Board member or alternate: \_\_\_\_\_

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

No \_\_\_ Yes \_\_\_ Please identify the Board member or alternate: \_\_\_\_\_

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

\_\_\_\_\_  
Signature: Firm Name: Date:



**FORM 3. EXCEPTIONS TO THE CONTRACT**

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

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

Proposer takes exception to the following:

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

\*Make copies of this page if necessary

“Proposer takes no exceptions”

Firm Name:

Name

Title

Signature

Date





**FORM 4. TECHNICAL PROPOSAL FORM**  
**TO BE DOWNLOADED FROM VTA WEBSITE**



**FORM 5. COST PROPOSAL FORM**

**TO BE DOWNLOADED FROM VTA WEBSITE**



**FORM 6. LISTING OF MWBE PRIME AND SUBCONTRACTORS**

Firm (Prime): \_\_\_\_\_ Phone: \_\_\_\_\_

MWBE:  Yes  No Age of Firm \_\_\_\_\_

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

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

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

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

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

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

**Description of Work**

1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_  
 5. \_\_\_\_\_

**MWBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:**

Total Contract Amount \$ \_\_\_\_\_  
 MWBE Contract Amount \$ \_\_\_\_\_

MWBE Contract Amount                      MWBE Goal Achieved                      MWBE Contract Goal



**FORM 7. LISTING OF SBE PRIME AND SUBCONTRACTORS**

Firm (Prime): \_\_\_\_\_ Phone: \_\_\_\_\_

SBE:  Yes  No Age of Firm \_\_\_\_\_

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

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

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

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

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

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

**Description of Work**

1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_  
 5. \_\_\_\_\_

**SBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:**

Total Contract Amount \$ \_\_\_\_\_  
 SBE Contract Amount \$ \_\_\_\_\_

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



**FORM 8. 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 9. LOCAL FIRM CERTIFICATION**

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

If a local firm, specify local address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Subcontractor Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Firm Name: \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**X. EXHIBITS**

EXHIBIT A SAMPLE CONTRACT

EXHIBIT A1 SCOPE OF WORK

EXHIBIT A2 COMPENSATION, INVOICING, and PAYMENT

EXHIBIT A3 RATE SCHEDULE

EXHIBIT A4 INSURANCE REQUIREMENTS

EXHIBIT A5 SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS



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**EXHIBIT A CONTRACT**  
BETWEEN  
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
AND  
FOR  
SAP ENTERPRISE ASSET MANAGEMENT ENHANCEMENT  
CONTRACT NO. S19257

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

- A. SERVICES TO BE PERFORMED:** Contractor shall furnish all technical and professional labor, and materials to perform the services described in Exhibit A1 (herein referred to as “Services”).
- B. TERM OF THIS CONTRACT:** The term of this Contract shall commence on the Effective Date (as defined in the signature block below) and continue through (unless otherwise earlier terminated pursuant to the terms and conditions set forth herein).
- 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 A2 for the Services.

Total compensation for the Services provided hereunder shall not exceed \$\_\_\_\_\_00.

**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





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Services other than to those subcontractors that may be identified herein. Any assignment, transfer, change or subcontract in violation of this Contract shall be void.

2. Contractor shall be fully responsible and liable for the Services, products and actions of 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 49 CFR, Part 18.
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



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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.



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- 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.



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**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:**

Mary Talentinow, Acting PCMM Manager  
3331 N. First Street, Bldg. A  
San Jose, CA 95134-1927  
[mary.talentinow@vta.org](mailto:mary.talentinow@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.



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- 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:**

Lida Delos Santos, Contracts Administrator  
3331 N. First Street, Bldg. A  
San Jose, CA 95134-1927  
[Lida.Delossantos@vta.org](mailto:Lida.Delossantos@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. General Indemnity and Defense of Claims:**

- i. 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.



- ii. 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 (i) 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.

## **2. Intellectual Property Infringement Indemnity and Defense of Claims:**

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



iv. Contractor will have no liability or obligation hereunder with respect to any claim to the extent based upon (i) any use of the Services or Contract deliverables by VTA not strictly in accordance with this Contract or in an application or environment or on a platform or with devices for which it was not reasonably designed or reasonably contemplated, (ii) modifications, alterations, combinations or enhancements of the Services or Contract deliverables not created or authorized by Contractor, or (iii) VTA's continuing allegedly infringing activity after being notified thereof.

v. **Infringement Indemnification Procedures:** Contractor's obligations under the Intellectual Property Infringement Indemnity and Defense of Claims sections are expressly conditioned on the following: VTA shall (a) promptly notify Contractor, in writing, of any such Claim of which VTA has actual knowledge (provided that failure to do so will only release Contractor from this indemnity obligation to the extent that such failure led to material prejudice), (b) in writing, grant Contractor sole control of the defense of any such Claim and of all negotiations for its settlement or compromise, provided that no such settlement or compromise may impose any liability or other obligations on VTA, and (c) reasonably cooperate with Contractor to facilitate the settlement or defense of the Claim. Notwithstanding the foregoing, VTA may participate, at VTA's own expense, in the defense of such Claim.

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 Small Business Enterprise requirements set forth in Exhibit A5.

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

*Signatures of parties on following pages*





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*Santa Clara Valley  
Transportation Authority*

*Contractor*

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Nuria I. Fernandez  
General Manager

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Name  
Title

---

Date

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Date

Approved as to Form

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VTA Counsel



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**EXHIBIT A1 SCOPE OF SERVICES**

[TO BE INSERTED BY VTA PERSONNEL]



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**EXHIBIT A2 COMPENSATION, INVOICING and PAYMENT**  
**FIRM-FIXED PRICE**

- A. COMPENSATION:** This is a firm-fixed price Contract with a maximum value of \$\_\_\_\_\_.00 (“Total Compensation Amount”), for which amount Contractor agrees to complete the Services defined in this Contract. The Total Compensation Amount includes Contractor’s total direct costs, indirect costs, and profit. No additional compensation will be paid without a written amendment to this Contract.
- B. INVOICING:** Contractor shall invoice VTA on a monthly basis for partial payments corresponding to the percentage of work actually completed by Contractor.
- 1. PROGRESS PAYMENTS:** The percentage of the Services completed shall be documented in a monthly progress report prepared by Contractor. Contractor shall also furnish such other information, as may be requested by VTA, to substantiate the validity of an invoice. At its sole discretion, VTA may decline to make full payment for any portion of the Services until such time as Contractor has documented, to VTA’s satisfaction, that Contractor has fully completed all of the portion of the Services billed for in the invoice. VTA’s payment in full for any portion of the Services shall not constitute VTA’s final acceptance of any or all of Contractor’s work.
  - 2. INVOICE FORMAT:** VTA shall pay Contractor on the basis of invoices submitted every month for that portion of the Services performed during the preceding month. Invoices shall be in a form acceptable to VTA and each invoice must include:
    - Contract Number.
    - Description of that portion of the Services performed.
    - Percentage of Services completed.
    - Total costs.
  - 3. 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](mailto:VTAAccountsPayable@vta.org)
  - 4. Should VTA contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. VTA may, at any time, conduct an audit of any and all records kept by Contractor for the Services. Any overpayment uncovered in such an audit may be charged against 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



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performance of any of the Services performed by subcontractors within fifteen (15) days of receipt of payment by VTA for such Services. Contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed.



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**EXHIBIT A3 RATE SCHEDULE**

Effective Date MM/DD/20YY

Identify the named key personnel, firm name, classification and labor rate. Provide the classification and labor rate for all your proposed staff.

Key Personnel:

Personnel Name	Classification	Direct Labor Rate	Home Office Overhead Rate	Field Office Overhead Rate	Profit (%)	Home Office Fully Burdened Rate	Field Office Fully Burdened Rate

Unnamed Personnel:

Classification	Direct Labor Rate	Home Office Overhead Rate	Field Office Overhead Rate	Profit (%)	Home Office Fully Burdened Rate	Field Office Fully Burdened Rate

## EXHIBIT A4 INSURANCE REQUIREMENTS

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

### A. LIABILITY AND WORKERS' COMPENSATION INSURANCE

#### 1. **Minimum Scope of Coverage:** Coverage must be at least as broad as:

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

#### 2. **Minimum Limits of Insurance:** Contractor must maintain limits no less than:

- a. General Liability \$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 Excess/Umbrella policies feature inception and expiration dates concurrent with the underlying general liability policy, and “Follow Form” and “Drop Down” provisions.

- 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 with Excess or Umbrella, but in no event may the Automobile Liability primary policy limit per occurrence be less than \$2,000,000. Excess policies must feature inception and expiration dates concurrent with the underlying auto liability policy, and a “Drop Down” provision.
  - c. Workers’ Compensation and Employers Liability: Statutory Workers’ Compensation limits and Employers Liability limits of \$1,000,000 per statute.
  - d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim.
  - e. Cyber Liability: \$1,000,000 per occurrence.
3. **Self-Insured Retention:** The certificate must disclose the actual amount of any deductibles or self-insured retentions. Any self-insured retention or deductible in excess of \$50,000 (\$100,000 if Contractor is a publicly-traded company) must be declared to and approved by VTA. If Contractor is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention in excess of the stipulated amounts stated herein, the Contractor must provide a current financial statement documenting the ability to pay claims falling within the self-insured retention. At the option of VTA, either: the insurer must reduce or eliminate such self-insured retention as respects VTA, its officers, officials, employees and volunteers; or the Contractor must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**B. CLAIMS MADE PROVISIONS (NOT APPLICABLE TO GENERAL LIABILITY OR AUTO LIABILITY):** Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that:

- 1. The policy must be in effect as of the date of this Contract and the retroactive date must be no later than the date of this Contract.

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

**C. OTHER PROVISIONS:** The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability and Automobile Liability:**

- a. VTA, its officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including VTA's general supervision of the Contractor; products and completed operations of the Contractor and its subcontractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage must contain no special limitations on the scope of protection afforded to VTA, its officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
  - b. The Contractor's insurance coverage must be primary insurance as respects VTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VTA, its officers, officials, employees, or volunteers must be excess of the Contractor's insurance and may not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its officers, officials, employees, or volunteers.
  - d. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. The General Liability General Aggregate limit must apply per project, not per policy.
- 2. All Coverages:** The insurer must agree to waive all rights of subrogation against VTA, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor and its subcontractors for VTA.



**3. Other insurance provisions:**

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

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

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

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

Santa Clara Valley Transportation Authority  
Procurement, Contracts and Materials Management  
3331 North First Street  
San Jose, CA 95134  
Contract No. S19257

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

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

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

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

## **EXHIBIT A5 SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS**

### **A. MWBE POLICY:**

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

### **B. SMALL BUSINESS ENTERPRISES:**

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