

Request for Proposals
RFP No. P19009

Janitorial Supplies & Housekeeping Service

October 21, 2019
Keisha Carnahan, Sr. Contracts Administrator

TABLE OF CONTENTS

I. INTRODUCTION: ----- 3

II. ABOUT RFP:----- 3

III. INSTRUCTIONS: ----- 5

IV. PROPOSER’S MINIMUM QUALIFICATIONS: -----10

V. EVALUATION AND SELECTION:-----10

VI. PROPOSAL FORMAT AND CONTENT: -----13

VII. BRAND NAME OR EQUAL:-----15

VIII. BUSINESS DIVERSITY PROGRAM POLICY:-----16

IX. INSURANCE REQUIREMENTS:-----17

X. QUALITY ASSURANCE AND WARRANTY PROVISION: -----18

XI. PROTESTS: -----19

XII. SCOPE OF SERVICES: -----19

XIII. ADMINISTRATIVE SUBMITTALS: -----39

XIV. EXHIBITS -----49

**I. 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.

II. ABOUT RFP No. P19009:**A. Purpose**

VTA seeks Proposals from qualified firms to provide Janitorial Supplies and Housekeeping Services for the following VTA locations: Eastridge Transit Center, Bassett Street Drivers Restrooms, Lockheed Martin Transit Center, Capitol Station, Mountain View Transit Center, West Valley College Transit Center, Great Mall Transit Center, Alum Rock Park and Ride Transit Center, Penitencia Creek Transit Center, Winchester Transit Center, Francis Street Transit Center, Gilroy Transit Center, Zanker Road Paratransit Office, VTA Downtown Customer Service Center, Milpitas BART Transit Center, and Berryessa BART Transit Center. Please reference Scope of Services and Projects Tasks and Deliverables sections of this RFP for full details of the requirement.

B. Contract Term

If awarded, the term of the Contract will be seven (7) years. This RFP does not commit VTA to enter into such Contract nor does it obligate VTA to pay for costs incurred in preparation or submission of Proposals or in anticipation of entry into a Contract.



C. Price

VTA anticipates entering into a firm, fixed price Contract where the prices quoted will be firm and fixed for the duration of the Contract. The unit price as proposed will apply regardless of the actual quantity purchased.

No additional charges will be allowed unless agreed to in writing by VTA prior to delivery of goods and/or services. Proposer agrees that the prices quoted on the attached Pricing Sheet are maximum for the period of the proposed Contract, and in the event of a price decline, the benefit of such lower price shall be extended to VTA.

D. Freight Terms

All materials must be shipped FOB Destination, prepaid and allowed, at no additional cost to VTA. Destination is defined for the purposes of this contract as the Santa Clara Valley locations listed within the Scope of Work. Any exception to this policy may deem the Proposal non-responsive.

E. Service Addresses

All janitorial service addresses are within Santa Clara County and listed within Scope of Services.

F. 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.

G. 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.

III. 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	October 21, 2019
Pre-Proposal Conference	October 28, 2019at 10:00 AM PT
VTA Site Tour	October 28, 2019at 11:00 AM PT
Deadline to Submit Questions	October 30, 2019 at 2:00 PM PT
Deadline to Submit Brand Name or Alternative Equals	October 30, 2019 at 2:00 PM PT
Deadline to Submit Proposal	November 15, 2019 at 2:00 PM PT
Oral Interviews, if held	Week 1of December 2 - 6, 2019 PT

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 No. P19009 for Janitorial Supplies and Maintenance Service.” 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:

Keisha Carnahan, Sr. Contracts Administrator
Santa Clara Valley Transportation Authority
3331 North First Street, Building A
San Jose, California 95134
Email: Keisha.Carnahan@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. Prospective Proposers are reminded that any changes to the RFP will be by written addenda only and nothing stated at the pre-proposal conference will change or qualify in any way of the provisions in the RFP and will not be binding on VTA. A conference call-in number will be available if Proposers notify the VTA Designated Point of Contact at least 2 business days prior to the meeting date. The pre-proposal conference will be held at:

Santa Clara Valley Transportation Authority
3331 North First Street, Building A, Room A109
San Jose, California 95134

- D. VTA SITE TOUR:** All prospective Proposers are strongly encouraged to attend the VTA Site Tour, which will be held immediately following the pre-proposal conference on Monday, October 28, 2019; 11:00AM PT starting at the:

Santa Clara Valley Transportation Authority
3331 North First Street, Building A, Room A109
San Jose, California 95134

- E. WEBSITE REGISTRATION:** Proposers must register on VTA's website as a condition of proposing to ensure receiving notification of any potential addenda or other pertinent information, as well as notification of closing and award even if this was a manually processed RFP. Go to <http://www.vta.org>, select "Doing Business with VTA" and then select "Get Registered". The system will take you to the registration page where you will enter all your registration information. In the "NAICS Email Subscription Settings" check the box "New Solicitation and Updates, Including Plan Holder Updates". Then check all the NAICS code boxes for the categories of business that represent your company.

Once you are confirmed as a registered vendor, click the "View Solicitations" link on the page. This will take you to the "Procurements" page where you will select this solicitation. Once you are on the page for this solicitation, you will need to register and log in to



download the solicitation documents. You do this by entering in your email address and password in the boxes indicated. You will finalize your registration by downloading all the solicitation documents. This will register you as a plan holder for this solicitation.

It is vital to register as a plan holder, because if any addenda or notifications are posted for this solicitation, you will get an email directing you to go to the site for viewing and possible download.

Note: To review Proposals after award of Contract, contact the Buyer listed in Section III of this Solicitation.

F. 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.

G. 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 No. P19009 QUESTIONS" in the subject line.

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

H. 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 CD, DVD, or flash drive.

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

"RFP No. P19009 JANITORIAL SUPPLIES AND MAINTENANCE SERVICE"



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.

- I. 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.
- J. 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 none, some, or all the Proposers.
- Waive informalities and irregularities in Proposals.
- Conduct oral interviews at its discretion.
- Accept other than the lowest offer.
- Negotiate with none, some, or all the Proposers.
- Award a contract to one or more Proposers.

- K. CONTRACT TYPE:** It is anticipated that VTA will award a firm, fixed price requirements contract (“Contract”). 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.

This is an exclusive contract. Except as the Contract otherwise provides, VTA shall order from the Contractor all the goods or services specified in the Scope of Work and/or Schedule of Prices and Estimated Quantities that are required to be purchased by VTA. The quantities of the various unit price items or services specified in the Scope of Work and/or Schedule of Prices and Estimated Quantities are the estimated total quantities of such items or services required by VTA. The estimate is not a representation to Contractor



that the estimated quantities will be required or ordered, or that conditions affecting requirements will be stable or normal. The estimates are not in any way guaranteed and will not form any basis for any claims or damages including, but not limited to, lost profits should the estimates change in any way.

L. EXCEPTIONS TO THE CONTRACT: Proposers shall be prepared to accept the terms and conditions of the Contract and the Insurance and Indemnification requirements. If a Proposer desires to take exception to the Contract terms, Proposer shall provide the following information on Form 3 identified as “Exceptions to the Contract”:

1. Proposer shall clearly identify each proposed change to the Contract, including all relevant Attachments.
2. Proposer shall furnish the reasons for each proposed change, as well as specific recommendations for proposed change.

The above factors will be considered in evaluating proposals. Proposals that take substantial exceptions to the Contract or proposed compensation terms may be determined by VTA, at its sole discretion, to be non-responsive and no longer considered for award.

M. 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.

N. 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.

O. 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.

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

IV. 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:

1. The Proposer shall have sufficient experience in and comprehensive knowledge of providing janitorial supplies and housekeeping services in an office/school environment; areas where the general public has use of the facilities.
2. The Proposer shall possess knowledge of and meet all legal requirements, including but not limited to Federal, State, and local regulations, codes, and laws regarding providing janitorial supplies and housekeeping services, including but not limited to the Property Service Workers Protection Act and the Displaced Janitor Opportunity Act.
3. The Proposer must provide a copy of their Business Licenses and Certifications with their Proposal.
4. The Proposer shall have a minimum of two (2) years in business performing janitorial supply and housekeeping service.
5. The Proposer shall have a maximum response time of two (2) hours to any VTA Emergency Service Call.

B. PREFERRED QUALIFICATIONS: The Proposer shall possess knowledge of laws, regulations and codes regarding janitorial supplies and housekeeping service and shall be familiar with local conditions relating to janitorial supplies and housekeeping service in Santa Clara County.

V. EVALUATION AND SELECTION:

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

Past Performance	25 Points
Cost and Price	25 Points



Qualification of the Firm	10 Points
Responsiveness to Account	10 Points
Staffing and Project Organization	10 Points
Work Plan / Project Understanding	10 Points
Local Firm Preference	10 Points

- 1. PAST PERFORMANCE (25 POINTS):** The Proposer must provide 3 current references and 3 former references for janitorial service work similar in scope and scale by completing Form 10. References and returning with your proposal. VTA reserves the right to contact the proposers' references and investigate past performance. The results of customer reference checks for similar daily building maintenance services for both past and current contracts will be part of this evaluation, including references on overall satisfaction with service, including Proposer's response times. In addition, VTA may use other sources of information to assess past performance; such as, VTA's prior experience in working with the Contractor, information in the media, and on the internet concerning the Proposer.
- 2. COST/PRICE PROPOSAL (25 POINTS):** This section shall include the Proposer's price for providing the product and services discussed in the Scope of Work. The attached Cost Proposal Form (Form 4) must be completed and submitted with the proposal. VTA will evaluate the reasonableness of the total price against the competitiveness of this amount with other Proposals received and adequacy of the data submitted supporting the figures quoted. Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the scope of work, and, therefore, cause for the proposal to be rejected as being non-responsive. VTA will assign points based on the following formula calculated for each Cost Proposal: $((\text{Highest Proposed Price} - (\text{Proposed Price} - \text{Lowest Proposed Price})) \div (\text{Highest Proposed Price} \div \text{Criterion Weight}) = \text{Assigned Points for Cost Proposal being evaluated.}$
- 3. QUALIFICATION OF THE FIRM (10 POINTS):** Technical experience in performing work of a similar nature; experience providing daily janitorial supplies and housekeeping service to other accounts; strength and stability of the firm and staff; financial viability of the firm; review of any pending lawsuits/litigations.
- 4. RESPONSIVENESS TO ACCOUNT (10 POINTS):** Responsiveness to account needs (i.e. keeps schedule for servicing facilities, responsive to facility servicing needs, restock supplies, quick response to emergency service calls) shall be based on Proposer's service plan for VTA, including number of employees assigned to account, emergency response plan, and management oversight and accessibility. Maximum response time for Regular Service Calls and Emergency Service Calls of sixty (60) minutes is



- expected. VTA will verify responsiveness to accounts and response time through reference checks.
- 5. STAFFING AND PROJECT ORGANIZATION (10 POINTS):** Proposal shall establish Proposer's understanding of VTA's objectives and work requirements through their project plan. Qualifications of project staff, particularly key personnel, especially the project manager; key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment; estimated hours designated by proposer to complete all tasks listed within the scope of work; management oversight plan; concurrence in the restrictions on changes in key personnel.
 - 6. WORK PLAN / PROJECT UNDERSTANDING (10 POINTS):** Proposer's demonstrated understanding of the project requirements, potential problem areas, project approach, work plan, and quality assurance program.
 - 7. LOCAL FIRM PREFERENCE (10 POINTS):** Five (5) points shall be awarded if at least fifty percent (50%) of the dollar value of services to be rendered will be performed by a local firm. An additional point shall be awarded for each additional ten percent (10%) of the dollar value of services to be performed by a local firm, to a maximum point award of ten (10) points.
- B. EVALUATION PROCEDURE:** The review board will evaluate Proposals based on the pre-established criteria to determine the successful Proposer or establish a shortlist of firms to interview. VTA reserves the right to conduct interviews at its discretion.
- Proposers are asked to keep the interview date stated in Section III, 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:** 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 or to waive for any informalities or technicalities in any proposal, the Proposer whose Proposal is found to be most



advantageous to VTA will be selected based upon consideration of the evaluation criteria. Proposals will be valid for review and award for up to four (4) months after proposal opening. The proposal submitted shall contain the Proposer's most favorable terms and conditions.

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 cost Proposal if doing so would not be in the overall best interest of VTA.

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

When the review board has completed its work, negotiations may 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.

VI. 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 and organize their Proposal in sequential order as shown below.
- B. CONTENT:** The Proposer shall include the information described below. Proposer should organize and label each section as shown below, example Section 1: Past Performance, Section 2: Cost/Pricing Information, etc.:
 - 1. PAST PERFORMANCE:** This section shall include a brief description of the Proposer's current and previous experience on similar daily janitorial supply and housekeeping service requirements or related projects. Description of pertinent project experience shall include a summary of work performed, the total project cost, the period over which the work was completed, and the name, title, email and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project. The Proposer must provide 3 current references and 3 former references for janitorial service work similar in scope and scale by completing Form 10. References and returning with your proposal.



- 2. COST/PRICING INFORMATION:** This section shall include the Proposer's price for providing the product and services discussed in the Scope of Work. The Cost Proposal Form (Form 4) must be completed and submitted with the proposal. Please note that all cleaning chemicals, tools, equipment, restroom supplies, etc. are to be included in the monthly service fees for each location. VTA has provided estimated annual restroom supply usage within Scope of Services.
- 3. QUALIFICATIONS OF THE FIRM:** This section shall include a brief description of the firm's qualifications, the firm's size as well as the local organizational structure. Include a discussion on the firm's financial stability, capacity and resources. Include firm's technical experience in performing work of a similar nature. Detail strength of staff, including their technical experience and stability of the firm's staff. 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 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 contractor or its insurers within the last five (5) years. Include at least the previous two (2) years of audited financial statements, including footnotes and auditor's opinion and a current Dun & Bradstreet report for the firm or your firm's Dun & Bradstreet's number so VTA can run the Dun & Bradstreet report.
- 4. RESPONSIVENESS TO ACCOUNT:** This section shall detail Proposer's strategy in responding to VTA's Emergency Service Calls. Proposer needs to have staff and resources available to respond to VTA's Emergency Service Calls within a maximum sixty (60) minute response timeline, 24 hours a day / 7 days a week. Emergency Service Calls could be for facilities that need immediate servicing or restocking of supplies. The Proposer will need to detail key contacts for calling in VTA's Emergency Service Calls by position, name, email, and phone numbers.
- 5. STAFFING AND PROJECT ORGANIZATION:** This section of the proposal shall establish the Proposer's understanding of VTA's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Firm will present a well-conceived work plan. Succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them, as well as who the key managers are providing the oversight for this project. Include a timetable for completing all work specified in the Scope of Work. The Proposer may also suggest technical or procedural innovations that have been used successfully on other projects and which may facilitate the completion of this project. This section shall discuss how the Proposer plans to staff this project. Proposer project team members shall be identified by name, location, specific responsibilities on the project and the estimated hours of participation detailed for each person. An organizational chart for the project team shall be included. Key Proposer personnel will be an important factor considered by the Review Board. There can be no change of key personnel once the proposal is submitted, without the prior approval of VTA.



6. **WORK PLAN/PROJECT UNDERSTANDING:** This section shall detail Proposer's understanding of the project requirements and any potential problem areas. Proposer shall lay out project approach, work plan, and detail their quality assurance program.
7. **LOCAL FIRM CERTIFICATION:** Complete Form 8 and include with all copies of the proposal.
8. **EXCEPTIONS TO THE AGREEMENT:** Proposer shall complete Form 3. Exceptions to the Contract for any exception the Proposer has taken to any of the solicitation/contract terms and conditions, including but not limited to Exhibit A – Sample Contract, or Exhibit G-1 – Insurance Requirements.
9. **ADMINISTRATIVE SUBMITTALS:** The Proposer must complete all the forms attached hereto and submit in the Proposal.

VII. BRAND NAME OR EQUAL:

This is a brand name or equal requirement. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value and utility, which are approved by VTA. If items called for in this RFP are identified in the Scope of Services and/or Schedule of Prices and Estimated Quantities by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory.

To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must be submitted to VTA for approval by 5:00 PM PT on Tuesday, September 24, 2019 and must:

1. Meet the salient physical, functional, and/or performance characteristics set forth in the Scope of Work,
2. Clearly identify the product by:
 - a. Brand name,
 - b. Make or model number, and
 - c. The brand name product (and any associated Cost Proposal Form item/product number) which Proposer proposes to substitute with the "equal" product.
3. Include descriptive literature such as:
 - a. Technical sheets,
 - b. Product illustration/description, and
 - c. Material Safety Data Sheet (MSDS).



4. Clearly describe any modifications the Proposer plans to make to the “equal” product to make it conform to the RFP requirements. Mark any descriptive material to clearly show such modifications.

VTA will be the sole judge as to the equality and suitability of the proposed alternatives or equals.

VIII. 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.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:

- http://www.dot.ca.gov/hq/bep/find_certified.htm

2. **CONSULTANT REGISTRATION:** All SBE DBE and MWBE firms listed on Form 5, Listing of MWBE Prime and Subcontractors and Form 6, Listing of SBE Prime and Subcontractors, must be certified by VTA's OBDP, the California Unified Certification Program ("CUCP"), and/or accepted as certified by VTA's OBDP at the time of the Proposal due date to be counted toward VTA's 19% overall SBE goal. Proposers must comply with VTA's SBE Program Policy and Requirements on utilization of SBE.
 - a. Form 5, MWBE Listing of Prime and Subcontractors, Form 6, SBE Listing of Prime and Subcontractors, Form 7, Designation of Subcontractors and Suppliers, in compliance with SBE Program Policy and Requirements, must be submitted at time of Proposal submittal.
 - b. It is the Proposer's sole responsibility to verify to VTA that a sub-consultant has a SBE/DBE certification.
3. **CONTRACTOR REPORTING:** Proposer will be required to submit electronic monthly SBE utilization reports to the VTA's OBDP through our web-based online system (B2Gnow), accessed from any computer via the internet at the following website: <https://VTA.sbdb.com>. The monthly reports will document payments to the prime and the prime will report payments made to their sub-contractors.

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

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

IX. INSURANCE REQUIREMENTS:

Contractor shall adhere to the insurance requirements set forth in Exhibit G-1. 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.



X. QUALITY ASSURANCE AND WARRANTY PROVISION:

- A. QUALITY ASSURANCE SYSTEM POLICY:** The Contractor and/or supplier shall have and maintain an effectively defined and documented Quality Assurance System which demonstrates the Contractor and/or supplier's policy, objective and commitment to quality at all levels of the organization. This system manual or current quality program certification document shall be submitted in writing to VTA as part of the Proposal package for approval. The Contractor and/or supplier shall also have the capability to ensure original design integrity, inspection, testing, adhering to Scope of Work and/or technical specification by preventing nonconformity at all stages from production through delivery.
- B. MANAGEMENT ORGANIZATION:** The Contractor and/or supplier shall have a designated quality assurance representative with the defined responsibility and authority to verify Contract conformance and initiate corrective and/or preventative actions on the occurrence of any nonconformance relating to product (systems, parts, components, materials, and services), performance, customer service, process and/or Quality Assurance System. VTA reserves the right to audit and assess the effectiveness of this Quality Assurance System organization. The Contractor and/or supplier shall:
1. Identify, document and communicate changes to the Quality Assurance System, and any problems relating to the system and its nonconformity.
 2. Initiate, recommend or provide solutions through designated channels.
 3. Verify the implementation of corrections, preventative actions and/or solutions.
 4. Ensure that the Quality Assurance System requirements of this Contract are established, implemented and maintained.
 5. Review, audit and report on the Quality Assurance System at defined intervals sufficient to ensure its continuing suitability and effectiveness in satisfying the requirements of this Contract.
- C. WARRANTY:** Warranties in this Document are in addition to any statutory remedies or warranties imposed on the Contractor and/or supplier. Consistent with this requirement, the Contractor and/or supplier shall guarantee and warrant all products adhering to products manufacture performance requirements and VTA's specified requirements. The Contractor and/or supplier shall also have and maintain an effectively defined and documented warranty administration system that demonstrates the Contractor and/or supplier's and/or Products Manufacturer's policy, procedure and commitment to respond to and resolve product returns and warranty claims within a reasonable time. The Contractor and/or supplier is required to submit warranty policy, procedure, and forms for VTA review.

**XI. 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.

XII. SCOPE OF SERVICES:**REQUIREMENTS CONTRACT:**

- A.** This is a requirements contract for the goods or services specified, and effective for the period stated, in the Contract. The quantities of goods or services specified herein are estimates only and are not purchased by this Contract. Except as this Contract may otherwise provide, if



VTA's requirements do not result in orders in the quantities described as "estimated" herein, that fact shall not constitute the basis for an equitable price adjustment.

B. The Contractor shall furnish to VTA all goods or services specified herein and called for by purchase orders issued in accordance with the Contract.

C. VTA may issue purchase orders requiring delivery to multiple destinations or performance at multiple locations.

D. Except as this Contract otherwise provides, VTA shall exclusively order from the Contractor all the goods or services specified herein that are required by VTA and related to this Contract.

E. If VTA urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this Contract, and if the Contractor will not accept an order providing for the accelerated delivery, VTA may acquire the urgently required goods or services from another source, which will not constitute a breach of this Contract.

F. Any purchase order issued during the effective period of this Contract but not completed within that period shall be completed by the Contractor within the time specified in the order. This Contract shall govern the Contractor's and VTA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

BACKGROUND INFORMATION:

Santa Clara Valley Transportation Authority (VTA) is seeking quotes from qualified Janitorial Supply and Housekeeping Service Companies to provide janitorial supply and housekeeping services for VTA's Transit Centers and Offices. Scope of services would include, but may not be limited to, the project tasks and deliverables listed below.

PROJECT TASKS AND DELIVERABLES:

The general Scope of Services is to provide Janitorial Supply and Housekeeping Services for the following VTA locations: Eastridge Transit Center, Bassett Street Drivers Restrooms, Lockheed Martin Transit Center, Capitol Park and Ride, Mountain View Transit Center, West Valley College, Great Mall Transit Center, Alum Rock Transit Center, Pentencia Creek Transit Center, Winchester Transit Center, Francis Street Transit Center, Gilroy Transit Center, Downtown Customer Service Center, ParaTransit Office-Zanker Road, Milpitas Bart Transit Center and Berryessa Bart Transit Center. On occasion VTA may require Emergency Service calls to the locations listed above or other VTA locations. The Contractor must respond to these Emergency Service calls within 4 hours of being notified.

**1. LIST OF DELIVERABLES AND SALIENT CHARACTERISTICS:****a. Deliverables:**

Contractor shall furnish the necessary personnel, materials, labor, services, facilities, supervision and all things necessary to perform janitorial supply and housekeeping services at these locations.

Contractor will be responsible for providing all cleaning and restroom supplies, including but not limited to toilet paper, toilet seat covers, trash liners, soap, feminine supplies, and paper towels as required. VTA has locked supply cabinets that the Contractor may use to store extra supplies.

Contractor must provide its own equipment to perform all duties listed within the scope of work (i.e. step stool/ladder and/or extension poles for dusting light fixtures, pressure washer and floor machine cleaning equipment to deep clean floors).

Contractor will remove, haul, and dispose of all trash from VTA locations after each service call.

Contractor will provide a contact phone number for emergency twenty-four-hour service seven days a week to VTA's Passenger Facilities Maintenance Supervisor. Contractor shall have a maximum response time of two (2) hours to any VTA Emergency Service Call.

Contractor will be required to report any incidents of vandalism, theft, and restroom deficiencies and shortcomings both by phone call and email to the VTA Passenger Facilities Maintenance Supervisor, which will be provided to the Contractor upon award. In the event of an emergency VTA's Passenger Facilities Maintenance Supervisor is to be contacted immediately by telephone.

b. Salient Characteristics: Any product provided as "equal" to the brand name product called for hereunder must meet the following salient characteristics:

- i.** Any product provided by Contractor, whether such product is the brand name called for hereunder or an approved "equal", must meet the physical, functional, and/or performance specifications set forth in the specified brand name manufacturer's technical sheets, manuals, documentation, and/or other descriptive publications/literature.

Only VTA approved cleaning and restroom supplies will be used. Include with your proposal a list of any proposed brand name or equal items for VTA to review by submitting Form 9. Brand Name or Alternative Equal submission with your proposal. Please include the manufacturer name, manufacturer product number, and product description, along with MSDS sheets for each item and hand write the



VTA product description for which your submitted equal is to replace. Some products may not be suitable for use and alternates may be required. Failure to provide cleaning and restroom supplies alternative equals to VTA by the brand name or equal product submission deadline may cause the contractor to be considered in noncompliance with the specifications and its proposal may be rejected on this basis.

The locations and services required are as follows:

- 1. Driver's restroom & break room, Eastridge Transit Center located on the North side of the Eastridge Center (shopping mall) near Capitol Expressway, San Jose (Approximately 200 square feet)**

All work is to be completed between the hours of 5:00AM PT – 11:00PM PT, seven (7) days a week.

RESTROOMS (1 Urinal, 3 Toilets, 4 Sinks):

Restroom 1: 1 Urinal, 1 Toilet, 2 Sinks

Restroom 2: 2 Toilets, 2 Sinks

- Clean toilet seats and commodes, urinals, sinks and faucets, mirrors in restrooms, toilet paper, paper towel, soap, and feminine product dispensers - 3X a day (morning, noon, & evening)
- Fill soap, paper towel, toilet tissue, and feminine product containers - 3X a day (morning, noon, & evening)
- Wash splash marks from walls and sinks - 3X a day (morning, noon, & evening)
- Wet mop restroom floors - 3X a day (morning, noon, & evening)
- Empty trash containers and replace with new liners if necessary - 3X a day (morning, noon, & evening)
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep clean floors (with floor machine cleaner) & baseboards - once a week
- Dust Light Fixtures - once a month
- Clean outdoor eating area 3X a day (morning, noon, & evening)

BREAKROOM:

- Clean sinks & faucets - 1X a day
- Clean tables and counters -1X a day
- Empty trash containers and replace with new liners if necessary-3X a day (morning, noon, & evening)
- Service cigarette urns (remove butts and replace sand as needed) outside the breakroom-3X a day (morning, noon, & evening)
- Clean water dispensers, specifically wiping down all water marks that appear on the water dispensers - 3X a day (morning, noon, & evening)



- Clean and fill soap and paper towel dispensers - 3X a day (morning, noon, & evening)
- Deep clean floors (with floor machine cleaner) - once a week
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep clean walls, baseboards, & chairs - once a week
- Dust Light Fixtures - once a month

2. Driver's restroom, Basset Street located at the corner of Basset and Second Streets, San Jose (Approximately 200 square feet)

All work is to be completed between the hours of 5:00AM PT – 4:00PM PT, seven (7) days a week.

RESTROOMS (1 Urinal, 2 Toilets, 4 Sinks):

- Restroom 1: 1 Urinal, 1 Toilet, 2 Sinks
- Restroom 2: 1 Toilet, 2 Sinks

- Clean toilet seats and commodes, urinals, sinks and faucets, mirrors in restrooms, paper towel, toilet paper, soap, and feminine product dispensers - 2X a day (morning & afternoon)
- Fill soap, paper towel, toilet tissue, and feminine product containers - 2X a day (morning & afternoon)
- Wash splash marks from walls and sinks - 2X a day (morning & afternoon)
- Wet mop restroom floors - 2X a day (morning & afternoon)
- Clean water dispensers outside the bathrooms, specifically wiping down all water marks that appear on the water dispensers - 2X a day (morning & afternoon)
- Empty trash containers and replace with new liners if necessary - 2X a day (morning & afternoon)
- Service cigarette urns (remove butts and replace sand as needed) outside - 2X a day (morning & afternoon)
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep cleaning (with floor machine) of floors& baseboards - once a week
- Dust Light Fixtures - once a month
- Clean outdoor eating area – 2X a day (morning and afternoon)

3. Driver's restroom & breakroom, Lockheed Martin located at the corner of 5th Street and Mathilda Avenue, Sunnyvale (Approximately 300 square feet)

All work is to be completed between the hours of 5:00AM PT – 4:00PM PT, seven (7) days a week.



RESTROOMS (1 Urinal, 2 Toilets, 2 Sinks):

Restroom 1: 1 Urinal, 1 Toilet, 1 Sink

Restroom 2: 1 Toilet, 1 Sinks

- Clean toilet seats and commodes, urinals, sinks and faucets, mirrors in restrooms, paper towel, toilet paper, soap, and feminine product dispensers - 1X a day
- Fill soap, paper towel, toilet tissue, and feminine product containers - 1X a day
- Wash splash marks from walls and sinks - 1X a day
- Wet mop restroom floors - 1X a day
- Empty trash containers and replace with new liners if necessary- 1X a day
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep cleaning floor (with floor machine) & baseboards - once a week
- Dust Light Fixtures - once a month

BREAKROOM (1 Sink):

- Clean sinks & faucets - 1X a day
- Clean tables and counters - 1X a day
- Empty trash containers and replace with new liners if necessary - 1X a day (morning)
- Clean and fill soap and paper towel dispensers -1X a day
- Clean water dispensers, specifically wiping down all water marks that appear on the water dispensers - 1X a day
- Deep clean floors (with floor machine) - once a week
- Service cigarette urns (remove butts and replace sand as needed), outside - 1X a day
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep clean walls, baseboards, & chairs - once a week
- Dust Light Fixtures - once a month

4. Driver's restroom, Capitol Station located at the corner of Capitol Expressway and Narvaez, San Jose (Approximately 150 square feet)

All work is to be completed between the hours of 5:00AM PT – 4:00PM PT, seven (7) days a week.

RESTROOMS (1 Urinal, 2 Toilets, 2 Sinks):

Restroom 1: 1 Urinal, 1 Toilet, 1 Sink

Restroom 2: 1 Toilets, 1 Sink

- Clean toilet seats and commodes, urinals, sinks and faucets, mirrors in restrooms, paper towel, toilet paper, soap, and feminine product dispensers - 2X a day (morning & afternoon)



- Fill soap, paper towel, toilet tissue, and feminine product containers - 2X a day (morning & afternoon)
- Wash splash marks from walls and sinks - 2X a day (morning & afternoon)
- Wet mop restroom floors - 2X a day (morning & afternoon)
- Clean water dispensers outside bathrooms, specifically wiping down all water marks that appear on the water dispensers - 2X a day (morning & afternoon)
- Empty trash containers and replace with new liners if necessary - 2X a day (morning & afternoon)
- Service cigarette urns (remove butts and replace sand as needed), outside - 2X a day (morning & afternoon)
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep clean floor (with floor machine) & baseboards - once a week
- Dust Light Fixtures - once a month

5. Driver's restroom & breakroom, Mountain View Transit Center located at Castro Street and Evelyn Avenue, Mountain View (350 square feet)

All work is to be completed between the hours of 5:00AM PT – 4:00PM PT, seven (7) days a week.

RESTROOMS (1 Urinal, 2 Toilets, 2 Sinks):

- Restroom 1: 1 Urinal, 1 Toilet, 1 Sink
- Restroom 2: 1 Toilet, 1 Sink

- Clean toilet seats and commodes, urinals, sinks and faucets, mirrors in restrooms, paper towel, toilet paper, soap, and feminine product dispensers - 2X a day (morning & afternoon)
- Fill soap, paper towel, toilet tissue, and feminine product containers - 2X a day (morning & afternoon)
- Wash splash marks from walls and sinks - 2X a day (morning & afternoon)
- Wet mop restroom floors - 2X a day (morning & afternoon)
- Empty trash containers and replace with new liners if necessary - 2X a day (morning & afternoon)
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep clean floors (with floor machine) & baseboards - once a week
- Dust Light Fixtures - once a month

BREAKROOM (1 Sink):

- Clean sinks & faucets - 1X a day
- Clean tables and counters - 1X a day
- Empty trash containers and replace with new liners if necessary - 2X a day (morning, noon & evening)



- Service cigarette urns (remove butts and replace sand as needed), outside - 2X a day (morning & afternoon)
- Clean and fill soap and paper towel dispensers - 2X a day (morning & afternoon)
- Clean water dispensers, specifically wiping down all water marks that appear on the water dispensers - 2X a day (morning & afternoon)
- Deep clean floor (with floor machine) - once a week
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep clean walls, baseboards, & chairs - once a week
- Dust Light Fixtures - once a month

6. Driver's restroom, West Valley College Transit Center located at 14000 Fruitvale Avenue, Saratoga (Approximately 200 square feet)

All work is to be completed between the hours of 5:00AM PT – 4:00PM PT, five (5) days a week Monday through Friday.

RESTROOMS (1 Urinal, 2 Toilets, 2 Sinks):

Restroom 1: 1 Urinal, 1 Toilet, 1 Sink

Restroom 2: 1 Toilet, 1 Sink

- Clean toilet seats and commodes, urinals, sinks and faucets, mirrors in restrooms, toilet paper, paper towel, soap, and feminine product dispensers - 2X a day (morning & afternoon)
- Fill soap, paper towel, toilet tissue, and feminine product containers - 2X a day (morning & afternoon)
- Wash splash marks from walls and sinks - 2X a day (morning & afternoon)
- Wet mop restroom floors - 2X a day (morning & afternoon)
- Clean water dispensers outside, specifically wiping down all water marks that appear on the water dispensers - 2X a day (morning & evening)
- Empty trash containers and replace with new liners if necessary - 2X a day (morning & afternoon)
- Service cigarette urns (remove butts and replace sand as needed), outside - 2X a day (morning & afternoon)
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep clean floor (with floor machine) & baseboards - once a week
- Dust Light Fixtures - once a month

7. Driver's restroom & breakroom, Great Mall Transit Center, San Jose (Approximately 350 square feet)

All work is to be completed between the hours of 5:00AM PT – 11:00PM PT, seven (7) days a week.



RESTROOMS (1 Urinal, 2 Toilets, 3 Sinks):

Restroom 1: 1 Urinal, 1 Toilet, 1 Sink

Restroom 2: 1 Toilet, 2 Sinks

- Clean toilet seats and commodes, urinals, sinks and faucets, mirrors in restrooms, toilet paper, paper towel, soap, and feminine product dispensers - 3X a day (morning, noon, & evening)
- Fill soap, paper towel, toilet tissue and feminine product containers- 3X a day (morning, noon, & evening)
- Wash splash marks from walls and sinks- 3X a day (morning, noon, & evening)
- Wet mop restroom floors- 3X a day (morning, noon, & evening)
- Empty trash containers and replace with new liners if necessary- 3X a day (morning, noon, & evening)
- Deep clean light switch covers, doors, & doorknobs – once a week
- Deep clean floor (with floor machine) & baseboards – once a week
- Dust Light Fixtures – once a month

BREAKROOM (1 Sink):

- Clean sinks & faucets-1X a day
- Clean tables and counters-1X a day
- Empty trash containers and replace with new liners if necessary-3X a day (morning, noon, & evening)
- Service cigarette urns (remove butts and replace sand as needed), outside - 3X a day (morning, noon, & evening)
- Clean and fill soap and paper towel dispensers-3X a day (morning, noon, & evening)
- Clean water dispensers, specifically wiping down all water marks that appear on the water dispensers - 3X a day (morning, noon, & evening)
- Deep clean floor (with floor machine) – once a week
- Deep clean light switch covers, doors, & doorknobs-once a week
- Deep clean walls, baseboards, & chairs-once a week
- Dust Light Fixtures-once a month

8. Driver's restroom & break room, Alum Rock Park and Ride located at Capitol Avenue at Emilie, San Jose (Approximately 350 square feet)

All work is to be completed between the hours of 5:00AM PT – 11:00PM PT, seven (7) days a week.

RESTROOMS (1 Urinal, 2 Toilets, 3 Sinks):

Restroom 1: 1 Urinal, 1 Toilet, 1 Sink

Restroom 2: 1 Toilet, 2 Sinks



- Clean toilet seats and commodes, urinals, sinks and faucets, mirrors in restrooms, paper towel, toilet paper, soap, and feminine product dispensers - 3X a day (morning, noon, & evening)
- Fill soap, paper towel, toilet tissue, and feminine product containers- 3X a day (morning, noon, & evening)
- Wash splash marks from walls and sinks- 3X a day (morning, noon, & evening)
- Wet mop restroom floors- 3X a day (morning, noon, & evening)
- Empty trash containers and replace with new liners if necessary- 3X a day (morning, noon, & evening)-Deep clean light switch covers, doors, & doorknobs – once a week
- Deep clean floor (with floor machine) & baseboards – once a week
- Dust Light Fixtures – once a month

BREAKROOM (1 Sink):

- Clean sinks & faucets-1X a day
- Clean tables and counters-1X a day
- Empty trash containers and replace with new liners (if necessary)-3X a day (morning, noon, & evening)
- Service cigarette urns (remove butts and replace sand as needed), outside - 3X a day (morning, noon, & evening)
- Clean and fill soap and paper towel dispensers-3X a day (morning, noon, & evening)
- Clean water dispensers, specifically wiping down all water marks that appear on the water dispensers - 3X a day (morning, noon, & evening)
- Deep clean floor (with floor machine) –once a week
- Deep clean light switch covers, doors, & doorknobs-once a week
- Deep clean walls, baseboards, & chairs-once a week
- Dust Light Fixtures-once a month

9. Driver's restroom and break room, Winchester Transit Center located at Winchester Boulevard south of Budd Avenue at Campbell. (Approximately 350 square feet)

All work is to be completed between the hours of 5:00AM PT – 4:00PM PT, seven (7) days a week.

RESTROOMS (1 Urinal, 2 Toilets, 2 Sinks):

Restroom 1: 1 Urinal, 1 Toilet, 1 Sink
Restroom 2: 1 Toilet, 1 Sink

- Clean toilet seats and commodes, urinals, sinks and faucets, mirrors in restrooms, toilet paper, paper towel, soap, and feminine product dispensers - 2X a day (morning & afternoon)
- Fill soap, paper towel, toilet tissue, and feminine product containers - 2X a day (morning & afternoon)



- Wash splash marks from walls and sinks - 2X a day (morning & afternoon)
- Wet mop restroom floors - 2X a day (morning & afternoon)
- Empty trash containers and replace with new liners if necessary - 2X a day (morning & afternoon)
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep clean floor (with floor machine) & baseboards - once a week
- Dust Light Fixtures - once a month

BREAKROOM (1 Sink):

- Clean sinks & faucets - 1X a day
- Clean tables and counters - 1X a day
- Empty trash containers and replace with new liners (if necessary) - 2X a day (morning & afternoon)
- Service cigarette urns (remove butts and replace sand as needed), outside - 2X a day (morning & afternoon)
- Clean and fill soap and paper towel dispensers - 2X a day (morning & afternoon)
- Clean water dispensers, specifically wiping down all water marks that appear on the water dispensers - 2X a day (morning & afternoon)
- Deep clean floor (with floor machine) - once a week
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep clean walls, baseboards, & chairs - once a week
- Dust Light Fixtures - once a month

10. Driver's restroom, Frances Street Transit Center located at South Frances Street south of W. Evelyn, Sunnyvale. (Approximately 50 square feet)

All work is to be completed between the hours of 5:00AM PT – 4:00PM PT, five (5) days a week Monday through Friday.

RESTROOMS (1 Urinal, 2 Toilets, 2 Sinks):

Restroom 1: 1 Urinal, 1 Toilet, 1 Sink

Restroom 2: 1 Toilet, 1 Sink

- Clean toilet seats and commodes, urinals, sinks and faucets, mirrors in restrooms, paper towel, toilet paper, soap, and feminine product dispensers - 2X a day (morning & afternoon)
- Fill soap, paper towel, toilet tissue, and feminine product containers - 2X a day (morning & afternoon)
- Wash splash marks from walls and sinks - 2X a day (morning & afternoon)
- Wet mop restroom floors - 2X a day (morning & afternoon)
- Clean water dispensers outside, specifically wiping down all water marks that appear on the water dispensers - 2X a day (morning & afternoon)



- Empty trash containers and replace with new liners if necessary - 2X a day (morning & afternoon)
- Service cigarette urns (remove butts and replace sand as needed), outside - 2X a day (morning & afternoon)
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep clean floor (with floor machine) & baseboards - once a week
- Dust Light Fixtures - once a month

11. Driver's restroom and break room, Pentencia Creek Transit Center located at N. Capitol Ave. at Gilchrist Drive, San Jose (Approximately 350 square feet)

All work is to be completed between the hours of 5:00AM PT – 4:00PM PT, five (5) days a week Monday through Friday.

RESTROOMS (1 Urinal, 2 Toilets, 2 Sinks):

- Restroom 1: 1 Urinal, 1 Toilet, 1 Sink
- Restroom 2: 1 Toilet, 1 Sink

- Clean toilet seats and commodes, urinals, sinks and faucets, mirrors in restrooms, paper towel, toilet paper, soap, and feminine product dispensers – 1X a day (afternoon)
- Fill soap, paper towel, toilet tissue, and feminine product containers - 1X a day (afternoon)
- Wash splash marks from walls and sinks - 1X a day (afternoon)
- Wet mop restroom floors - 1X a day (afternoon)
- Empty trash containers and replace with new liners if necessary - 1X a day (afternoon)
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep cleaning of floors (with floor machine) & baseboards - once a week
- Dust Light Fixtures - once a month

BREAKROOM (1 Sink):

- Clean sinks & faucets - 1X a day
- Clean tables and counters - 1X a day
- Clean filtered water dispensers, specifically wiping down all water marks that appear on the water dispensers - 1X a day (afternoon)
- Empty trash containers and replace with new liners (if necessary) - 1X a day (afternoon)
- Service cigarette urns (remove butts and replace sand as needed), outside - 1X a day (afternoon)
- Clean and fill soap and paper towel dispensers - 1X a day (afternoon)
- Deep clean floor (with floor machine) - once a week
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep clean walls, baseboards, & chairs - once a week
- Dust Light Fixtures - once a month



12. Driver's restroom, Gilroy Transit Center located at 7250 MONTEREY ST, Gilroy, CA (Approximately 150 square feet)

All work is to be completed between the hours of 5:00AM PT – 4:00PM PT, five (5) days a week Monday through Friday.

RESTROOM (1 Urinal, 1 Toilet, 1 Sink):

- Clean toilet seats and commodes, urinals, sinks and faucets, mirrors in restrooms, toilet paper, paper towel, soap, and feminine product dispensers - 1X a day (afternoon)
- Fill soap, paper towel, toilet tissue, and feminine product containers - 1X a day (afternoon)
- Wash splash marks from walls and sinks - 1X a day (afternoon)
- Wet mop restroom floors - 1X a day (afternoon)
- Clean water dispensers outside, specifically wiping down all water marks that appear on the water dispensers - 1X a day (afternoon)
- Empty trash containers and replace with new liners if necessary - 1X a day (afternoon)
- Service cigarette urns (remove butts and replace sand as needed), outside - 1X a day (afternoon)
- Deep clean light switch covers, doors, & doorknobs - once a week
- Deep clean floor (with floor machine) baseboards - once a week
- Dust Light Fixtures - once a month

13. Downtown Customer Service Center located at 55-A W. Santa Clara Street, San Jose, CA

Work will be performed 5 days a week after 5:30 PM PT, Monday to Friday

JANITOR SERVICE:

- Empty wastepaper baskets – 5X a week
 - (1) Change liners as needed – 5X a week
 - (2) Empty recycling bins from central locations – 1X a week
- Vacuum clean carpeted areas – 5X a week
- Dust mop all resilient and composition floors – 5X a week
- Wet mop all resilient and composition floors – 5X a week
- Return wastebaskets and chairs to proper position – 5X a week
- Dust desks and chairs (items on desks will not be moved) – 5X a week
- Dust tables and office furniture – 5X a week
- Dust counters and file cabinets – 5X a week
- Wipe clean conference room tables and arrange chairs – 5X a week
- Wipe clean lunchroom tables and chairs – 5X a week
- Wipe clean lunchroom/break area countertops – 5X a week
- Surface clean appliances and cabinets – 5X a week
- Clean and polish sink (if empty) – 5X a week
- Remove bottle and can recycling from kitchen – 5X a week
- Spot clean walls and remove cobwebs – 1X a week



- Spot clean partition and partition glass – 5X a week
- Spot clean display case outside – 5X a week
- Spot clean monitor displays in conference room and lobby – 5X a week
- Remove broken down cardboard boxes – 5X a week
- Spot clean glass entrance door – 5X a week
- Dust outside entrance – 5X a week
- Wash windows in/out front section to door level – 1X a month
- Keep janitor closet clean and orderly – 5X a week
- Follow alarm system procedures – 5X a week
- Follow interior doors locking procedures – 5X a week
- Follow starting time procedures – 5X a week
- Leave only designated lights on – 5X a week
- Secure building upon completion – 5X a week
- Inform manager the following day of repairs needed – 5X a week

RESTROOM CLEANING:

Restroom 1: 1 Urinal, 1 Toilet, 1 Sink
Restroom 2: 2 Toilets, 2 Sinks

- Clean fixtures, chrome fittings and mirrors with non-scratch disinfectant cleaner – 5X a week
- Clean and refill toilet paper, paper towel, soap, and feminine product dispensers – 5X a week
- Clean and sanitize sinks and wipe dry – 5X a week
- Clean and sanitize toilets and urinals – 5X a week
- Spot wash walls, partitions, and doors – 5X a week
- Wipe clean all walls and partitions – 1X a month
- Remove trash and replace liner – 5X a week
- Wet mop floors with disinfectant – 5X a week
- Pour water with disinfectant into floor drain – 1X a week

DETAIL CLEANING:

- Dust blinds and picture frames – 4X a year
- Vacuum corners and clean baseboards – 4X a year
- Vacuum all upholstered furniture – 4X a year
- Dust high partition ledges and moulding – 4X a year
- Clean kick plates and thresholds – 4X a year
- Vacuum air grills – 4X a year
- Recondition resilient and composition floors (strip and wax or machine scrub) – 4X a year
- Spot glass surfaces – 5X a week
- Dust lobby furniture – 1X a week



14. Paratransit Office located at 3990 Zanker Road, San Jose, CA

Work will be performed 5 days a week after 12:00 PM PT, Monday to Friday

JANITOR SERVICE:

- Empty wastepaper baskets – 5X a week
 - (1) Change liners as needed – 5X a week
 - (2) Empty recycling bins from central locations – 5X a week
- Return wastebaskets and chairs to proper position – 5X a week
- Remove broken down cardboard boxes – 5X a week
- Vacuum all carpeted areas and floor mats – 5X a week
- Dust mop and spot mop flooring as needed – 5X a week
- Dust all open surfaces, including desks and chairs (items on desk will not be moved), tables and office furniture, counters and file cabinets – 5X a week
- Wipe clean conference room tables and arrange chairs – 5X a week
- Clean any drinking dispensers, specifically wiping down all water marks that appear on the water dispensers – 5X a week
- Spot clean walls and remove cobwebs – 1X a week
- Sweep exterior stairs and front porch – 1X a week
- Wash windows in/out – 1X a month
- Follow alarm system procedures – 5X a week
- Follow interior doors locking procedures – 5X a week
- Follow starting time procedures – 5X a week
- Secure building upon completion – 5X a week
- Inform manager the following day of any repairs needed – 5X a week

RESTROOM CLEANING:

Restroom 1: 1 Toilet, 1 Sink
Restroom 2: 1 Toilet, 1 Sink

- Clean fixtures, chrome fittings and mirrors with non-scratch disinfectant cleaner – 5X a week
- Clean and refill soap, toilet paper, paper towel and feminine product dispensers – 5X a week
- Clean and sanitize sinks and wipe dry – 5X a week
- Clean and sanitize toilets and urinals – 5X a week
- Clean and wipe mirrors – 5X a week
- Spot wash walls, partitions, and doors – 5X a week
- Wipe clean all walls and partitions – 1X a month
- Remove trash and replace liner – 5X a week
- Wet mop floors with disinfectant – 5X a week



DETAIL CLEANING:

- Dust blinds and picture frames – 4X a year
- Vacuum corners and clean baseboards – 4X a year
- Vacuum all upholstered furniture – 4X a year
- Dust high partition ledges and moulding – 4X a year
- Clean kick plates and thresholds – 4X a year
- Vacuum air grills – 4X a year
- Dust lobby furniture – 1X a week

15. Driver’s restroom, breakroom, and public restrooms in parking garage, Milpitas BART transit center located at the corner of Montague Expressway and E. Capitol Avenue (Approximately 200 square feet each)

All work is to be completed between the hours of 5:00AM PT – 11:00PM PT, seven (7) days a week.

DRIVER’S RESTROOMS (2 Urinals, 4 Toilets, 4 Sinks);

- Restroom 1: 1 Toilet, 1 Sink
- Restroom 2: 1 Urinal, 1 Toilet, 1 Sink
- Restroom 3: 1 Urinal, 1 Toilet, 1 Sink
- Restroom 4: 1 Toilet, 1 Sink

PARKING GARAGE RESTROOMS (3 Toilets, 3 Sinks)

- Restroom 1: 1 Toilet, 1 Sink
- Restroom 2: 1 Toilet, 1 Sink
- Restroom 3: 1 Toilet, 1 Sink

- Clean toilet seats and commodes, sinks and faucets, mirrors in restrooms, paper towel, toilet paper, soap, and feminine product dispensers – 3X a day (morning, noon, & evening)
- Fill soap, paper towel, toilet tissue, and feminine product containers – 3X a day (morning, noon, & evening)
- Wash splash marks from walls and sinks - 3X a day (morning, noon, & evening)
- Wet mop restroom floors – 3X a day (morning, noon, & evening)
- Empty trash containers and replace with new liners (if necessary) - 3X a day (morning, noon, & evening)
- Deep clean light switch covers, doors, and doorknobs – once a week
- Deep cleaning of floors (with floor machine) & baseboards – once a week
- Dust light fixtures – once a month



BREAKROOMS:

- Clean sink and faucet – 1X a day
- Clean tables and counters – 1X a day
- Empty trash containers and replace with new liners (if necessary) – 3X a day (morning, noon, & evening)
- Service cigarette urns (remove butts and replace sand as needed), outside - 3X a day (morning, noon, & evening)
- Clean and fill soap and paper towel dispensers – 3X a day (morning, noon, & evening)
- Clean water dispensers, specifically wiping down all water marks that appear on the water dispensers – 3X a day (morning, noon, & evening)
- Deep clean floors (with floor machine cleaner) – once a week
- Deep clean light switch covers, doors, and doorknobs – once a week
- Dust light fixtures – once a month

PARKING GARAGE:

- Empty all trash containers in and around parking garage (located near elevators and pedestrian bridge) and replace with new liners – 1X a day (morning), 5X a week
- Pick up trash on all levels of parking garage – as needed or a minimum of 1X a week
- Pressure wash parking garage exterior (as needed or minimum of once every 6 months)

ELEVATORS:

- Dust ceiling, wipe walls, doors, and buttons inside elevators. Sanitize handrails. Pick up debris. Brush, clean, and remove debris from elevator door rails (as needed or a minimum of 1X a week).
- Sweep/Mop floors 1X a week
- Emergency response clean-up for spills, safety hazards, and sanitary clean-up for biohazards. Clean up all liquid and solid spills (within 2 hours).

STAIRS:

- Wipe handrails and sweep stairways until they are free of dust, debris, chewing gum, and any tripping hazards (as needed or a minimum of 1X a week).

OFFICES (2):

- Dust blinds and picture frames – 4X a year
- Vacuum corners and clean baseboards – 4X a year
- Vacuum all upholstered furniture – 4X a year
- Dust high partition ledges and moulding – 4X a year
- Clean kick plates and thresholds – 4X a year
- Vacuum air grills – 4X a year



- Mop floors – 1X a week
- Empty garbage – 1X a week
- Wipe windows – 1X a week
- Dust lobby furniture – 1X a week
- Strip and wax floors – 2X a year

DIRECTIONAL TRAFFIC SIGNS:

- Sanitize, wipe and dust all traffic directional signs in and around the parking garage – 1X a month

16. Driver’s restroom, breakroom, and public restrooms in parking garage, Berryessa BART transit center located at Berryessa Rd. West of King Rd. (Approximately 200 square feet each)

All work is to be completed between the hours of 5:00AM PT – 11:00PM PT, seven (7) days a week.

DRIVER’S RESTROOMS (1 Urinal, 4 Toilets, 4 Sinks);

- Restroom 1: 1 Urinal,1 Toilets, 2 Sinks
- Restroom 2: 2 Toilets, 2 Sinks

PARKING GARAGE RESTROOMS (1 Toilet, 1 Sink)

- Restroom 1: 1 Toilet, 1 Sink

- Clean toilet seats and commodes, sinks and faucets, mirrors in restrooms, paper towel, toilet paper, soap, and feminine product dispensers – 3X a day (morning, noon, & evening)
- Fill soap, paper towel, toilet tissue, and feminine product containers – 3X a day (morning, noon, & evening)
- Wash splash marks from walls and sinks - 3X a day (morning, noon, & evening)
- Wet mop restroom floors – 3X a day (morning, noon, & evening)
- Clean water dispensers, specifically wiping down all water marks that appear on the water dispensers – 3X a day (morning, noon, & evening)
- Empty trash containers and replace with new liners (if necessary) - 3X a day (morning, noon, & evening)
- Deep clean light switch covers, doors, and doorknobs – once a week
- Deep cleaning of floors (with floor machine) & baseboards – once a week
- Dust light fixtures – once a month



BREAKROOMS:

- Clean sink and faucet - 1X a day
- Clean tables and counters – 1X a day
- Empty trash containers and replace with new liners (if necessary) – 3X a day (morning, noon, & evening)
- Service cigarette urns (remove butts and replace sand as needed), outside - 3X a day (morning, noon, & evening)
- Clean and fill soap and paper towel dispensers – 3X a day (morning, noon, & evening)
- Clean water dispensers, specifically wiping down all water marks that appear on the water dispensers – 3X a day (morning, noon, & evening)
- Deep clean floors (with floor machine cleaner) – once a week
- Deep clean light switch covers, doors, and doorknobs – once a week
- Dust light fixtures – once a month

PARKING GARAGE:

- Empty all trash containers in and around parking garage (located near elevators and pedestrian bridge) and replace with new liners – 1X a day (morning), 5X a week
- Pick up trash on all levels of parking garage – as needed or a minimum of 1X a week
- Pressure wash parking garage exterior (as needed or a minimum of once every 6 months)

ELEVATORS:

- Dust ceiling, wipe walls, doors, and buttons inside elevators. Sanitize handrails. Pick up debris. Brush, clean, and remove debris from elevator door rails (as needed or a minimum of 1X a week).
- Sweep/Mop floors 1X a week
- Emergency response clean-up for spills, safety hazards, and sanitary clean-up for biohazards. Clean up all liquid and solid spills (within 2 hours).

STAIRS:

- Wipe handrails and sweep stairways until they are free of dust, debris, chewing gum, and any tripping hazards (as needed or at least 1X a week).

OFFICES (2):

- Dust blinds and picture frames – 4X a year
- Vacuum corners and clean baseboards – 4X a year
- Vacuum all upholstered furniture – 4X a year
- Dust high partition ledges and moulding – 4X a year
- Clean kick plates and thresholds – 4X a year
- Vacuum air grills – 4X a year



- Mop floors – 1X a week
- Empty garbage – 1X a week
- Wipe windows – 1X a week
- Dust lobby furniture – 1X a week
- Strip and wax floors – 2X a year

DIRECTIONAL TRAFFIC SIGNS:

- Sanitize, wipe and dust all traffic directional signs in and around the parking garage – 1X a month

ESTIMATED ANNUAL JANITORIAL SUPPLY USAGE:

PRODUCT	Unit of Measure	Brand/Part	Estimated Annual Usage
Toilet Paper	96/roll/2 ply Case	SCA TMI616	560 Cases
Toilet Seat Cover	Half Fold 20/250 Case	LIFEGUARD 2003	180 Cases
Paper Towels	Tri Fold 16/250 Case	SCA MK530E	1250 Cases
Trash Liners	X-Large (40x 46) 200 Case	CDS Dura Stuff	120 Cases
Hand Soap Liquid	6/1 Gallon Case	Ambrosia Almond PRL	130 Cases
Sanitary Napkins	4" Stay Free Maxi DP 250/Case	Rochester 0973	80 Cases
Tampon	Tampax Regular 500/Case	Rochester 4588	80 Cases



**ESTIMATED ANNUAL 24 HOURS A DAY/7 DAYS A WEEK
EMERGENCY SERVICE CALLS:**

The Contractor must respond to these Emergency Service calls within 4 hours of being notified.

24/7 Emergency Service Calls	Annual Estimated Hours for 24/7 Service Calls
Regular Business Hours (6:01AM - 6:00 PM Mon-Sun)	245
Swing Shift Hours (6:01 PM - 12:00 AM Mon-Sun)	164

XIII. 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 "SEPARATE EXCEL ATTACHMENT"

FORM 5. LISTING OF MWBE PRIME AND SUBCONTRACTORS

FORM 6. LISTING OF SBE PRIME AND SUBCONTRACTORS

FORM 7. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

FORM 8. LOCAL FIRM CERTIFICATION

FORM 9. BRAND NAME OR ALTERNATIVE EQUAL SUBMISSION "SEPARATE EXCEL ATTACHMENT"

FORM 10. REFERENCES



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
Sam Liccardo	Chairperson	City of San Jose
Teresa O'Neill	Vice Chairperson	City of Santa Clara
Charles "Chappie" Jones	VTA Board Member	City of San Jose
Johnny Khamis	VTA Board Member	City of San Jose
Lan Diep	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
Vacant	VTA Alternate Board Member	
Savita Vaidhyanathan	VTA Board Member	City of Cupertino
Rob Rennie	VTA Alternate Board Member	Town of Los Gatos
Larry Carr	VTA Board Member	City of Morgan Hill
Daniel Harney	VTA Alternate Board Member	City of Gilroy
Bob Nuñez	VTA Board Member	City of Milpitas
Glenn Hendricks	VTA Alternate Board Member	City of Sunnyvale
Cindy Chavez	VTA Board Member	County of Santa Clara
Ken Yeager	VTA Board Member	County of Santa Clara
Dave Cortese	VTA Alternate Board Member	County of Santa Clara
Jeannie Bruins	Ex-Officio Member	

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 5. LISTING OF MWBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

MWBE: Yes No Age of Firm _____

Address: _____ Name & Title: _____

City, State, _____ Signature/ _____

Zip: _____ Date _____

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

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

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

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

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

Description of Work

1. _____

2. _____

3. _____

4. _____

5. _____

MWBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:

Total Contract Amount \$ _____

MWBE Contract Amount \$ _____

MWBE Contract Amount	MWBE Goal Achieved	MWBE Contract Goal
----------------------	--------------------	--------------------



FORM 6. LISTING OF SBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

SBE: Yes No Age of Firm _____

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

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

CREDIT FOR SBE VENDOR of materials or supplies is **limited to 60%** of its expenditures for materials and supplies required under this Contract and obtained from an 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.

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

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

Description of Work

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

SBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:

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

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



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

Proposer: _____

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

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

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

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

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

Total Proposed Amount: \$ _____

Amount to be subcontracted: \$ _____

Percent to be subcontracted: _____ %



FORM 8. LOCAL FIRM CERTIFICATION

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

If a local firm, specify local address: _____

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

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

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

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

Firm Name: _____

Name _____ Title _____

Signature _____ Date _____



FORM 10. REFERENCES				
RFP P19009 - Janitorial Supplies and Housekeeping Service				
	Proposer Name:			
	CURRENT REFERENCES			
1	Company Name:		Contact Person(s):	
	Address:		Telephone Number(s):	
	City, State, Zip:		Email Address(es):	
	Date(s) of Service:			
	Services Provided:			
2	Company Name:		Contact Person(s):	
	Address:		Telephone Number(s):	
	City, State, Zip:		Email Address(es):	
	Date(s) of Service:			
	Services Provided:			
3	Company Name:		Contact Person(s):	
	Address:		Telephone Number(s):	
	City, State, Zip:		Email Address(es):	
	Date(s) of Service:			
	Services Provided:			



FORMER/PAST REFERENCES				
1	Company Name:		Contact Person(s):	
	Address:		Telephone Number(s):	
	City, State, Zip:		Email Address(es):	
	Date(s) of Service:			
	Services Provided:			
2	Company Name:		Contact Person(s):	
	Address:		Telephone Number(s):	
	City, State, Zip:		Email Address(es):	
	Date(s) of Service:			
	Services Provided:			
3	Company Name:		Contact Person(s):	
	Address:		Telephone Number(s):	
	City, State, Zip:		Email Address(es):	
	Date(s) of Service:			
	Services Provided:			



XIV. EXHIBITS

EXHIBIT A SAMPLE CONTRACT

EXHIBIT A-1 SCOPE OF SERVICES

EXHIBIT A-2 COMPENSATION, INVOICING, and PAYMENT

EXHIBIT A-2A CONTRACTOR'S COST PROPOSAL FORM

EXHIBIT A-3 SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

EXHIBIT G-1 INSURANCE REQUIREMENTS



EXHIBIT A

**SAMPLE CONTRACT
BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
CONTNAME
FOR
JANITORIAL SUPPLIES AND HOUSEKEEPING SERVICES**

CONTRACT NO. P19009

THIS CONTRACT for Janitorial Supplies and Housekeeping 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 A-1 (herein referred to as “Scope of Services”).
- B. TERM OF THIS CONTRACT:** The term of this Contract shall commence on February 1, 2020 and continue through January 31, 2027 (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 A-2 Compensation, Invoicing, and Payment and Exhibit A-2A Form 4. Contractor’s Cost Proposal Form for the Services.

Total compensation for the Services provided hereunder shall not exceed **\$xx,xxx.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 Services other than to those subcontractors that may be identified on Form 6. Listing of SBE Prime and Subcontractors and Form 7. Designation of Subcontractors and Suppliers for Data Collection Requirements, if needed. 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 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:

5. **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.

6. 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.

7. **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.

8. **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.

- 9. 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.
- 10. 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.
- 11. 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.
- 12. INDEPENDENT CONTRACTOR:** In performance of the Services, Contractor will be acting as an independent contractor and not the agent or employee of VTA.



-
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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:
Thor Vue, Chief Procurement Officer
3331 N. First Street, Bldg. A
San Jose, CA 95134-1927
thor.vue@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:

Keisha Carnahan, Sr. Contracts Administrator
3331 N. First Street, Bldg. A
San Jose, CA 95134-1927
Keisha.carnahan@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 G-1.

N. INDEMNITY AND DEFENSE OF CLAIMS:

1. Contractor shall indemnify and hold harmless VTA, its board members, officers, agents, employees, and consultants (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 Small Business Enterprise requirements set forth in Exhibit A-3 Small Business Enterprise (SBE) Requirements.

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*

Contractor

Nuria I Fernandez
General Manager/CEO

Name
Title

Date

Date

Approved as to Form

VTA Counsel

EXHIBIT A-1 SCOPE OF SERVICES

EXHIBIT A-2 COMPENSATION, INVOICING and PAYMENT

- A. COMPENSATION:** This is a firm-fixed price Contract with a maximum value of **\$XX,XXX.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
 - 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 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.

EXHIBIT A-3 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 monthly SBE utilization reports electronically to the VTA Office of Business Diversity Programs. These reports shall be submitted electronically by the Contractor and will document when payments to subcontractors were made, the dollar value of the payments to SBE firms, and the percentage of the Services completed.
- C. At the conclusion of this Contract, Contractor shall submit a final SBE utilization report electronically to the VTA Office of Business Diversity Programs at: OSDB.OSDB@VTA.org by indicating a final audit where requested in the B2Gnow system. This final report will document when payments to subcontractors were made, the dollar value of payments to SBE firms, and the percentage of the Services completed.

EXHIBIT G-1

INSURANCE REQUIREMENTS for GENERAL SERVICES CONTRACTS

Endorsement Schedule

General Liability:

- Additional Insured Ongoing Operations (equivalent to CG 20 10 10 01)
- Additional Insured Completed Operations (equivalent to CG 20 37 10 01)
- Primary & Non-Contributory
- Separation of Insureds (Severability of Interest)
- Waiver of Subrogation
- Railroad Liabilities (CG 24 17) – required if any work or services will be performed within 50 feet of VTA rail right of way

Auto Liability:

- Additional Insured
- Primary & Non-Contributory
- Separation of Insureds (Severability of Interest)
- Waiver of Subrogation

Worker's Comp:

- Waiver of Subrogation

EXHIBIT G-1

INSURANCE REQUIREMENTS for GENERAL SERVICES CONTRACTS

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

I. INSURANCE

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

A. Liability and Workers' Compensation Insurance

1. Minimum Scope of Coverage

Coverage must be at least as broad as:

- a. Insurance Services Office General Liability coverage ("occurrence" form CG 0001). General Liability insurance written on a "claims made" basis is not acceptable.
- b. Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability written on a "claims-made" basis is not acceptable.
- c. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance

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. In no event may the General Liability primary policy limit per occurrence be less than \$2,000,000.

- b. Automobile Liability: \$1,000,000 limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits and Employers Liability limits of \$1,000,000 per accident.

3. Self-Insured Retention

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

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

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

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

C. Other Provisions

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

1. General Liability and Automobile Liability

- a. VTA, its officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including VTA's general supervision of the Contractor; products and completed operations of the Contractor or 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.
- f. The General Liability policy must be endorsed to remove the exclusion for railroad liabilities, with coverage at least as broad as that afforded by ISO CG 24 17.

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 amount of the Deductible or Self-Insured Retention.
- b. If any coverage forms or endorsements required by this Contract are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Contract, VTA reserves the right to require the Contractor to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

D. Acceptability of Insurers

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

E. Certificates of Insurance

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

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

Santa Clara Valley Transportation Authority ("VTA")
3331 North First Street
San Jose, CA 95134-1906

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.

Ed. Rev. 7-1-17