



RFP P18303

REQUEST FOR PROPOSALS

**SERVICE AWARDS AND EMPLOYEE
RECOGNITION PROGRAM**

Issue date:

June 12, 2019

Keisha Carnahan, Senior Contracts Administrator
keisha.carnahan@vta.org
Santa Clara Valley Transportation Authority
3331 N. First Street, Bldg. A
Procurement, Contracts, and Materials Management
San Jose, CA 95134



TABLE OF CONTENTS

I.	ABOUT VTA	3
II.	ABOUT RFP P18303	3
III.	RFP SCHEDULE	4
IV.	RFP DESIGNATED POINT OF CONTACT	5
V.	PRE-PROPOSAL CONFERENCE	5
VI.	WEBSITE REGISTRATION:	5
VII.	SCOPE OF WORK	6
VIII.	PROPOSER'S MINIMUM QUALIFICATIONS	13
IX.	BASIS OF AWARD	14
X.	INSTRUCTIONS TO PROPOSERS	14
XI.	PROTESTS	16
XII.	PROPOSAL FORMAT AND CONTENT	17
XIII.	EVALUATION AND SELECTION	18
XIV.	GENERAL CONTRACT PROVISIONS	20
XV.	PRICING & INVOICING	26
XVI.	INSURANCE REQUIREMENTS (M-1)	27
XVII.	QUALITY ASSURANCE PROVISION	30
XVIII.	WARRANTY PROVISION	30
XIX.	SMALL BUSINESS ENTERPRISE POLICY AND REQUIREMENTS:	31
XX.	SAMPLE STANDARD CONTRACT	32
XXI.	FORMS	35
	FORM 1. GENERAL INFORMATION	36
	FORM 2. LEVINE ACT STATEMENT	37
	FORM 3. EXCEPTIONS TO THE CONTRACT	38
	FORM 4. LISTING OF SBE PRIME AND SUBCONTRACTORS	40
	FORM 5. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS	41
	FORM 6. PROPOSER SBE COMMITMENT	42
	FORM 7. ACKNOWLEDGEMENT OF ADDENDA	43
	FORM 8. PROPOSER'S SIGNATURE PAGE	44
XXII.	RFP ATTACHMENTS	45

I. ABOUT VTA

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. 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 P18303**A. Purpose**

VTA issues this Request for Proposals (“RFP”) for the purpose of soliciting proposals (each a “Proposal”) from qualified sources (each a “Proposer”) for the purchase of a service and employee recognition awards program (“Award Program”). VTA will use this Award Program to honor and reward those employees who have dedicated years of service with VTA in five-year increments, as well as employees nominated as Employee of the Quarter, Supervisor of the Quarter, Employee of the Year, and Supervisor of the Year. VTA employees and eligible awardees are management, professional, technical, support, and maintenance staff.

The Proposer awarded the contract (“Contract”) as a result of this RFP (“Contractor”) is expected to work closely with the in-house VTA program administrator of the Award Program (“VTA Program Administrator”) to achieve a smoothly-functioning program that requires a minimum amount of close administrative attention.

B. Contract Term

If awarded, the term of the Contract will be one (1) year with four (4) additional one (1) year option terms. VTA may unilaterally exercise these options by sending written notice to Contractor at least thirty (30) days prior to the end of the current Contract term. 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. Any exception to this policy may deem the Proposal non-responsive.

E. Delivery Addresses

The delivery address (within Santa Clara County) will be provided to the successful Proposer.

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. RFP SCHEDULE

VTA's procurement schedule dates are listed in the table below. All dates set forth in this RFP are subject to change at VTA's sole discretion, and any changes will be provided to Proposers submitting a Proposal under this RFP as an addendum. All references in this RFP to "time" are Pacific Time.

ACTIVITY	DATE/TIME
Issue RFP	June 12, 2019
Pre-Proposal Conference	July 9, 2019 at 10:00 AM PT
Deadline to Submit Questions	July 12, 2019 by 5:00 PM PT
Deadline to Submit Proposal	July 22, 2019 by 2:00 PM PT
Oral Discussion (if required)	Week of July 29, 2019
Best and Final Offer (BAFO), if required by VTA	Week of August 5, 2019

IV. RFP DESIGNATED POINT OF CONTACT

All communications with VTA must be in writing (US mail/email) to the Designated Point of Contact identified below. All mail and emails must indicate in the subject line “RFP P18303 Service Awards and Employee Recognition Program.” No telephone calls will be accepted. Proposers are prohibited from contacting anyone, including Board members and VTA consultants, other than the Designated Point of Contact.

Any unauthorized contact related to this RFP is prohibited. Any breach of this provision or any undue “badgering” of VTA personnel, including Board members and VTA consultants, may result in the Proposer’s submittal being deemed unresponsive and cause for rejection.

The Designated Point of Contact for this procurement is as follows:

Keisha Carnahan, Senior Contracts Administrator
 Santa Clara Valley Transportation Authority
 3331 North First Street, Building A
 San Jose, California 95134
 408-321-7127
 Email: keisha.carnahan@vta.org

V. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held by VTA at 3331 N. First Street, Building A, San Jose, CA 95134, at the time specified in RFP schedule in Section I above. 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 any of the provisions in the RFP and will not be binding on VTA. Although the pre-proposal conference is not mandatory, prospective Proposers are strongly encouraged to attend. A conference call-in number will be available if Proposers notify the VTA Designated Point of Contact at least 48 hours prior to the meeting date.

VI. 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>, hover over “About Us,” and then select “Doing Business with VTA.” From this page, click “need to register for an account”. The system will take you to the registration page where you will enter 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 interest your company.

Once you are confirmed as a registered vendor, click the “Solicitations” link on the left side of the “Vendor Settings” page. This will take you to the “Procurements” page where you will select this solicitation. Once you are on the page for this solicitation, enter your email address in the box indicated and click “check.” 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 IV of this Solicitation.

VII. SCOPE OF WORK

Definition of Terms

The following are definitions of terms used in this Scope of Work:

Symbolic Pin or Pendant: VTA logo pin or pendant crafted in 10k or 14k gold, awarded to employees being recognized for certain milestone years of service

Symbolic 10-Year Pin: VTA logo pin crafted in 10k or 14k gold with a blue gemstone, awarded to employees being recognized for 10 years of service

Symbolic Logo Gift: An item with the VTA logo awarded to employees receiving a recognition award (e.g., Employee of the Quarter, Supervisor of the Quarter, Employee of the Year, and Supervisor of the Year)

A. Overview

VTA’s service award program is managed in house at VTA by the Organizational Development and Operations Training (“OD&OT”) Unit. Contractor must have the ability to administer the Award Program via a web-based program from which VTA employees can electronically select their choice of gift from the VTA-approved product offerings.

B. Service Awards

Services awards are given to employees based on years of services. Employees receive awards for completing five-year increments of service spanning from five years to forty years.

Employees awarded for milestone years of service (e.g., 10 years, 15 years, etc.) must be able to select an award of their choice and receive a pin designating the years of service. Employees receiving a service award for their 5-year milestone do not select an award other than the pin.

Service Award Values

Below is the estimated retail value for awards for each milestone.

Milestone	Award	Award Estimated Retail Value
5 Year Anniversary	Symbolic Pin	-
10 Year Anniversary	Symbolic 10-Year Pin, Award	\$200 (+/- 10%)
15 Year Anniversary	Symbolic Pin or Pendant, Award	\$225 (+/- 10%)
20 Year Anniversary	Symbolic Pin or Pendant, Award	\$250 (+/- 10%)
25 Year Anniversary	Symbolic Pin or Pendant, Award	\$250 (+/- 10%)
30 Year Anniversary	Symbolic Pin or Pendant, Award	\$250 (+/- 10%)
35 Year Anniversary	Symbolic Pin or Pendant, Award	\$250 (+/- 10%)
40 Year Anniversary	Symbolic Pin or Pendant, Award	\$250 (+/- 10%)

Symbolic pins and pendants have an estimated per unit cost of \$50 (+/- 10%).
Symbolic 10-year pin has an estimated per unit cost of \$150 (+/- 10%).

Award History

Directly below is VTA’s history of service awards from fiscal year (“FY”) 16 – FY19 (VTA’s FY begins July 1 and ends June 30 of each year). The charts show the number of service award recipients by month and milestone year from July 2015 through December 2018. This information is also presented on Exhibit F – Service Awards Summary FY16 – FY19.

FY16														
Years of Service	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total/YR	
	5	7	0	1	2	13	0	1	11	0	8	17	2	62
	10	0	0	9	3	9	0	5	7	0	1	14	2	50
	15	9	10	7	7	13	12	25	13	8	7	14	17	142
	20	7	2	5	3	6	1	2	6	1	4	5	2	44
	25	2	7	1	9	7	1	3	6	2	2	1	1	42
	30	0	5	0	2	3	0	4	0	0	7	0	2	23
	35	1	0	3	0	3	1	4	0	5	1	0	1	19
	40	0	0	0	0	0	0	0	0	0	0	0	0	0
Total/Mo	26	24	26	26	54	15	44	43	16	30	51	27	382	

FY17														
Years of Service	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Total/YR	
	5	3	14	2	6	23	3	3	19	5	3	20	8	109
	10	15	2	15	2	13	0	7	6	12	9	3	11	95
	15	6	12	6	4	8	7	4	5	3	3	0	2	60
	20	6	4	2	6	4	3	4	3	1	7	6	5	51
	25	2	0	3	2	0	0	0	0	0	1	1	1	10
	30	1	3	2	7	2	0	0	4	3	1	4	1	28
	35	0	8	0	3	1	0	2	1	0	0	0	0	15
	40	0	0	0	0	0	0	0	0	0	0	0	0	0
Total/Mo	33	43	30	30	51	13	20	38	24	24	34	28	368	

FY18													
Years of Service	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Total/YR
5	24	2	1	20	0	4	36	5	8	7	31	3	141
10	2	18	4	26	5	7	22	2	14	0	13	6	119
15	1	5	4	3	2	0	1	0	3	5	19	0	43
20	4	7	6	4	4	2	9	13	10	7	3	20	89
25	0	0	0	0	1	2	0	0	0	0	0	1	4
30	3	5	4	1	5	2	0	3	2	4	3	1	33
35	0	0	2	0	0	0	2	0	0	1	0	0	5
40	0	0		1	0	0	0	0	2	0	1	1	5
Total/Mo	34	37	21	55	17	17	70	23	39	24	70	32	439

FY19													
Years of Service	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Total/YR
5	4	35	6	31	6	6							88
10	18	10	3	2	5	2							40
15	1	1	0	1	0	0							3
20	6	10	4	5	8	4							37
25	0	1	1	0	1	0							3
30	0	2	1	1	0	1							5
35	0	0	0	0	0	0							0
40	0	0	0	0	1	0							1
Total/Mo	29	59	15	40	21	13	0	0	0	0	0	0	177

Service Awards VTA Process Timeline

1. Approximately three (3) months prior to the employees’ actual milestone service dates, VTA will provide Contractor a list of all employees eligible for recognition and their corresponding years of service.
2. Approximately two (2) months prior to the employees’ actual milestone service dates, Contractor will provide award packets to a location(s) designated by VTA.
3. Upon receipt of award packets, the eligible employee will be able to electronically select their award via the Award Program website or by mail, email, fax or phone. The employee’s opportunity to select an award will expire 12 months following the employee’s actual milestone service date.
4. Within 30 days of the employees’ award selection, Contractor shall ship the award(s) to the designated VTA location.

Forecasted Service Awards for FY20 – FY24

Directly below are VTA’s forecasted number of service awards based on VTA’s current active workforce.

The forecasted service awards are only estimated quantities and are subject to change.

FY20													
Years of Service	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Total/YR
5	5	25	5	34	2	4	2	21	5	29	8	21	161
10	2	0	2	0	0	0	0	0	0	0	1	1	6
15	6	6	2	3	4	0	1	2	0	1	0	2	27
20	13	5	13	10	3	3	3	10	7	3	13	8	91
25	0	1	1	2	1	1	3	1	2	1	12	0	25
30	0	0	1	1	4	1	4	4	1	3	0	1	20
35	0	1	0	4	0	0	0	0	0	1	2	0	8
40	1	0	0	0	1	1	2	2	0	3	2	3	15
Total/Mo	27	38	24		15	10	15	40	15	41	38	36	353

FY21													
	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total/YR
5	45	39	11	1	4	8	3	6	17	3	8	26	171
10	5	0	1	2	15	0	1	9	0	8	17	2	60
15	3	1	9	2	6	0	5	6	0	1	13	0	46
20	9	5	8	5	11	10	13	11	8	6	11	5	102
25	5	0	5	1	3	1	1	4	1	3	2	2	28
30	3	3	1	9	5	0	1	5	3	2	0	1	33
35	0	2	0	0	1	0	2	0	0	2	0	1	8
40	0	1	0	0	2	0	2	0	1	0	0	1	7
Total/Mo	70	51	35	20	47	19	28	41	30	25	51	38	455

FY22													
	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Total/YR
5	7	25	6	4	20	3	4	36	10	4	17	6	142
10	3	14	1	6	20	1	2	17	4	3	19	8	98
15	14	2	13	7	12	0	6	6	11	8	3	10	92
20	5	6	1	4	7	6	4	3	2	3	0	2	43
25	4	4	1	3	4	2	4	3	1	5	4	5	40
30	1	0	3	2	0	0	0	0	0	0	1	1	8
35	0	3	1	5	1	0	0	3	1	0	2	1	17
40	0	0	0	2	0	0	1	1	0	0	0	0	4
Total/Mo	34	54	26	33	64	12	21	69	29	23	46	33	444

FY23													
	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total/YR
5	9	26	32	1	23	2	22	5	33	6	18	6	183
10	23	2	1	20	0	4	33	5	8	7	30	3	136
15	2	18	2	21	5	7	22	2	14	0	13	6	112
20	1	4	2	2	2	0	1	0	2	5	5	0	24
25	4	7	7	3	1	2	10	12	9	7	3	7	72
30	0	0	0	0	0	2	0	0	0	0	0	1	3
35	2	3	3	0	4	2	0	3	2	4	1	1	25
40	0	0	1	0	0	0	2	0	0	0	0	0	3
Total/Mo	41	60	48	47	35	19	90	27	68	29	70	24	558

FY24													
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Total/YR
5	9	1	1	2	1	2	2	0	0	0	0	0	18
10	2	35	6	31	6	7	6	30	2	27	1	2	155
15	18	2	3	2	5	2	2	2	1	14	4	3	58
20	1	1	0	1	0	0	1	0	3	4	5	5	21
25	6	10	4	5	8	4	24	10	1	12	28	14	126
30	0	1	1	0	1	0	1	0	1	0	1	0	6
35	0	2	1	1	0	1	2	0	0	2	1	1	11
40	0	0	0	0	0	0	0	0	0	0	0	0	0
Total/Mo	36	52	16	42	21	16	38	42	8	59	40	25	395

C. Recognition Award Scope

Recognition awards will be offered to the employees winning (i) Employee of the Quarter (up to 3 employees per quarter), (ii) Supervisor of the Quarter (1 employee per quarter), (iii) Employee of the Year (1 employee per year), and (iv) Supervisor of the Year (1 employee per year). Each awarded employee will receive the symbolic logo gift and an award of their choice from the VTA-approved product offerings.

Annually, approximately 18 employees are given recognition awards.

Recognition Award Values

Below is the estimated retail value for each award type.

Recognition Category	Estimated Retail Value of Selected Award
Employee of the Quarter	\$200 (+/- 10%)
Supervisor of the Quarter	\$200 (+/- 10%)
Employee of the Year	\$225 (+/- 10%)
Supervisor of the Year	\$225 (+/- 10%)

The retail value of the symbolic logo gift is approximately \$25 (+/- 10%).

Recognition Award VTA Process Timeline

1. Forty-five (45) days prior to the Board of Directors meeting where awards will be given, VTA will provide Contractor with a list of award winners for each category (Employee of the Quarter, Supervisor of the Quarter, Employee of the Year, Supervisor of the Year).
2. Thirty (30) days prior to awards being given, Contractor will provide award packets to VTA based on the employee award list.
3. Upon receipt of the award packet, the awarded employee will be able to electronically select their award via the Award Program website, or by mail, email, fax, or phone. The awarded employee's opportunity to select an award will expire 12 months after receipt of award packet.
4. Within 30 days of the employees' award selection, Contractor shall ship the award(s) to a location(s) designated by VTA.

D. Deliverables & Responsibilities

1. Contractor shall generate and send award packets to individual employees eligible for awards.
2. Contractor shall send 60-day and 30-day reminders ahead of the VTA specified deadline to eligible employees who have not made an award selection by a VTA specified deadline to order. All awards will be sent by Contractor to VTA's Program Administrator. VTA will report any damaged awards, invalid deliveries, or inaccurate information (such as misspellings, engraving errors, or any information regarding the award) to Contractor, and Contractor will make arrangements to replace or return the award at no cost to VTA.
3. Contractor's responsibilities include, but are not limited to, the following:
 - a. Maintenance of database of employees eligible for the awards described herein;
 - b. Implementation and maintenance of industry best commercial practices to protect all VTA data and prevent security breaches of systems storing such data;
 - c. Inventory and quality control of products/awards;
 - d. Online product ordering, tracking, and reporting;
 - e. Annual staff training and orientation;
 - f. Product delivery specified under this scope of work;
 - g. Maintenance of an acceptable level of inventory of products for employee award selection;
 - h. Notification to VTA of out-of-stock and backorder of products being selected for awards;

- i. Notification to VTA of discontinued products;
 - j. For discontinued products, provide VTA replacement products with similar or equal value (subject to approval by VTA). Contractor must provide VTA with advance written notice of any product discontinuation or replacement.
4. Procedural Award Program requirements for Contractor include, but are not limited to, the following:
 - a. Ability to submit and receive files and reports in Microsoft Office Excel format (or commonly used office programs);
 - b. A secure web-based, online ordering and tracking system;
 - c. Ability to receive inventory information, departmental orders, financial reports, and eligible employee data electronically;
 - d. Ability to generate and mail award packets to individual employees at a location(s) designated by VTA, including personalized envelopes and congratulatory letters, and order forms;
 - e. Award packets must be available in electronic form;
 - f. Ability to maintain and update files as requested by VTA. These files include but are not limited to the following:
 - i. Departmental contacts file:
 1. Names of department contacts,
 2. Department names and addresses,
 3. Department contact phone and fax numbers, and
 4. Department contact email addresses.
 - ii. Employee information file:
 1. Employee ID number,
 2. Employee name,
 3. Department name and mailing address,
 4. Hire date,
 5. Years of service,
 6. Home address.
 - iii. Letter Templates, Signature and Photo
 1. Letter templates for all awards, and
 2. Signature and photo of VTA General Manager.
5. Contractor shall communicate and discuss changes and/or problems with VTA's Program Administrator on an on-going, as needed basis.
6. Contractor shall update and maintain database reports in Excel format.
7. Contractor shall comply with the following awarded employee award ordering procedure:
 - a. Provide secure online viewing and ordering capabilities for all service and recognition award products offered at each service level, to be accessible to only VTA's eligible awardees.
 - b. Provide online descriptions, photographs, and engraving options for all awards offered;
 - c. Create sample and individualized award packets that include the following:
 - i. A congratulatory letter for the applicable years of service;
 - ii. Color photos of award options for the employee's specific number of service years (if applicable);

- iii. Online, mail-in, email, fax and phone ordering instructions for awards (if applicable);
 - iv. Personalized engraving options for awards (if applicable).
 - d. Coordinate and conduct an annual orientation for VTA employees (as designated by VTA) that includes the following:
 - i. Training for all online procedures, including provision of printed training materials;
 - ii. Provision of printed ordering instructions; and
 - iii. Provision of sample service award packets.
 - e. Mail award packets directly to each employee's home address, when instructed to do so by the VTA Program Administrator;
 - f. Deliver service awards ordered by each employee to a location(s) designated by VTA;
 - g. Notify VTA when an award has been ordered by an employee.
 - h. Replace damaged and/or missing items within ten (10) business days of notification from VTA, at no cost to VTA or the awarded employee(s);
 - i. At VTA's request, exchange any award within ninety (90) days of the employee's receipt thereof, for any reason whatsoever (no-questions asked), for all awards at all service levels;
 - j. All products/awards must be warranted to be free from defects for either (i) one (1) year beginning on the date of receipt by the employee, or (ii) the length of time offered by the manufacturer's standard warranty, whichever period of time is longer.
 - k. Allow awarded employees to select from the listing of awards that are within the appropriate retail value range, as indicated herein. For example, a 20-year milestone awardee may select from awards available in the 15- or 10-year categories.
8. Contractor shall produce a list of available award products for service awards and recognition awards in both print and online form for the VTA Program Administrator. The award product listing must include:
 - a. The VTA logo;
 - b. A minimum of **15** product selections for each category of service awards and recognition awards; and
 - c. Color photos, descriptions, pricing, and customization options (if available) for awards.
9. Contractor shall produce, design, and manage a secure website for the Award Program, approved by VTA, for employee award selections.
10. Contractor shall produce the following pins, pendants, and symbolic logo gift:
 - a. 5-Year VTA logo pin crafted in 10K or 14K gold
 - b. 10-Year Milestone Pin crafted in 10K or 14K gold. The 10-Year Milestone Pin will include a blue gemstone.
 - c. 15-to 40-Year VTA logo pin crafted in 10K or 14K gold
 - d. 15-to 40-Year VTA logo pendant crafted in 10K or 14K gold
 - e. Symbolic logo gift (i.e.: keychain, pen, mug, water bottle, etc.).

VTA will approve the design and materials for all pins, pendants, and the symbolic logo gift.

11. Contractor shall provide the following report:

- a. A monthly itemized online history report of all employee service and recognition awards given and the corresponding award selected, due by the 5th of each month. The report must be itemized by department name, employee name, and selected awards provided at the end of each month. The report must contain eligible employees that have not placed their orders or returned their order forms.
12. Contractor shall comply with the following procedures:
- a. Meet with the VTA Program Administrator to discuss the Award Program and confirm awards options and prices, engraving options, and matters related to the Contract.
 - b. Generate and deliver award packets for each eligible employee with a minimum of ten (10) years of service. The packets will include the following items:
 - i. A personalized congratulatory letter on letterhead with the current VTA General Manager name, signature, and photo;
 - ii. Online, email, U.S. mail, phone and fax ordering instructions, including color photos, written descriptions, and engraving and personalization options for each employee based on their years of service; and
 - iii. Order form for award selection.
 - c. Deliver award packets to the contact of the department (department contact information to be provided to Contractor by VTA) to which the awarded employee is assigned. Contractor is responsible for packaging each employees' chosen award, along with their milestone pin, together in a single package with a packing slip on the outside of the package. The packing slip must include the employee's name, employee ID number, and years of service. Each award must be gift-wrapped with a ribbon in an appropriately labeled gift box.
13. Contractor shall provide technical assistance for all ordering methods to all eligible employees.
14. Contractor shall submit accurate invoices of all awards itemized by years of service, employee name, employee ID, and selected awards.

VIII. PROPOSER'S 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 must have a minimum of five (5) years of experience in providing award programs for employers.
2. The Proposer must have a minimum of five (5) years of experience in providing a web-based ordering system for employer award programs.
3. The Proposer must be currently servicing or previously serviced an award program for employers with over 1,000 employees. Proposer must include employer references where you are currently servicing or previously serviced over 1,000 employees in your proposal submission to VTA.
4. The Proposer must have a proven track record of providing a large and diverse selection of award items such that an employee of any age, gender, or other identity will have a variety of

awards that would appeal to him or her. VTA will inquire about the variety of award selection offerings through our reference checks conducted on each Proposer.

IX. 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, the Proposer whose Proposal is found to be most advantageous to VTA will be selected based upon consideration of the evaluation criteria.

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

X. INSTRUCTIONS TO PROPOSERS

A. VTA RIGHTS UNDER THIS SOLICITATION

VTA may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence of qualifications to perform the services described in this RFP.

VTA reserves the right to:

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

VTA will not be liable for any costs incurred in the preparation or submission of any Proposal or costs arising out of any consequential presentations, site visits, or other RFP related activities.

B. 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.

C. 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. 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 5:00 p.m. PDT on the date noted in the RFP Schedule (Section I). Email questions must be submitted to the Designated Point of Contact listed above and must include “RFP P18303 QUESTIONS” in the subject line.

Responses from VTA will be communicated in writing to all recipients of this RFP and published on the VTA online procurement website.

- D. INTERPRETATION:** Should any discrepancies or omissions be found in the RFP specifications, or doubt as to their meaning, the Proposer shall notify the Designated Point of Contact in writing at once. The Designated Point of Contact will send written instruction or addenda to all Proposers. Receipt of addenda by the Proposer must be acknowledged in the space provided on Form 7: Acknowledgement of Addenda. VTA will not be held responsible for oral interpretations. Questions must be received at least ten (10) days before date set to receive Proposals. All addenda issued will be incorporated into the Contract. VTA will assume no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of the Contract, unless included in these documents.
- E. SUBMISSION OF PROPOSALS:** All Proposals must be submitted to the Designated Point of Contact no later than **3:00 p.m. PT on the date posted in the RFP Schedule (Section I)**. Proposals received after the above specified date and time will be returned to the Proposer unopened.

Proposals delivered in person, by private delivery courier, overnight courier, or by U.S. Postal Service must be delivered to the following address:

Santa Clara Valley Transportation Authority
Attention: Keisha Carnahan, Senior Contracts Administrator
Procurement, Contracts, and Materials Management Dept.
3331 North First Street, Building A
San Jose, CA 95134

Eight (8) hard copies and one (1) electronic copy of the Proposal in unlocked MS Word, MS Excel, or PDF format on a flash drive, are required. The PDF must have capabilities of text searching and text selection.

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

“RFP P18303 SERVICE AWARDS AND EMPLOYEE RECOGNITION PROGRAM”

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.

F. MODIFICATION OR WITHDRAWAL OF PROPOSALS: A modification of a Proposal already received will be accepted by VTA only if the modification is received prior to the Proposal due date, or is specifically requested by VTA, or is made with a requested BAFO. All modifications must be made in writing and executed and submitted in the same form and manner as the original Proposal.

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.

G. VALIDITY OF PROPOSAL: Unless the Proposer has withdrawn his or her Proposal pursuant to the procedures described immediately above, effective as of the deadline to submit Proposals, the Proposal will constitute a firm offer that is irrevocable and binding on the Proposer for 180 days starting from the deadline to submit Proposals. After expiration of the 180 days, the Proposal will continue to be binding on the Proposer unless expressly withdrawn by the Proposer pursuant to the requirements set forth herein. VTA may, in that event, request that a Proposer agree, in writing, to extend the 180-day period.

H. COLLUSION: By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham or 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.

I. 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.

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

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 shall be filed no later than ten (10) working days prior to the scheduled closing date. If necessary, the closing date of the 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 shall be filed within five (5) working days after issuance of the Notice of Recommended Award. Protests shall 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.

- C. POST-AWARD:** Post-award protests must be filed within five (5) working days of the award of the Contract or date the protester knew or should have known of the alleged violation.

Protestors shall have an opportunity to appear and be heard before VTA 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
Procurement, Contracts and Materials Management Department
Attention: Thor Vue, Chief Procurement Officer
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 5 business days of VTA's final decision of the protest. See 2 C.F.R. § 200.318(k) for details.

XII. PROPOSAL FORMAT AND CONTENT

- A. FORMAT:** Proposals must be typed, as brief as possible, and not include any unnecessary promotional material. The nature and form of response are at the discretion of the Proposer but must include the information listed below.
- B. CONTENT:** The following information must be included in all Proposals:
- 1. EXHIBIT A – Award Portfolio:** Proposers must include a minimum of 15 items for each award category with brand name, part/model number, and description of items, provided in a color printed catalog.
 - 2. EXHIBIT B – Web-Based Ordering, Approach and Implementation Plan:** By presentation of a well-conceived implementation plan, this section of the Proposal shall establish the Proposer understands VTA's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. The implementation plan shall describe the work assigned to the prime and each subconsultant. The implementation plan shall also include a timetable for completing all work specified in the Scope of Work. As part of the Proposal, Proposers shall include sample screen prints, instructional slide set, and a link to an online demo of the ordering website that would be used by VTA employees.
 - 3. EXHIBIT C – Pricing Sheet:** The Proposer is required to submit their price proposal in a separate sealed envelope. **The Pricing Sheet must be included in the flash drive, containing the full Proposal and required forms, in a folder to be named "PRICING".** Exhibit C contains five (5) tabs: Year 1, Option Year 2, Option Year 3, Option Year 4, and Option Year 5. The Proposer is liable for payment of all local taxes

applicable to the complete Award Program solution and should add these amounts to the Proposal price. VTA will use the information provided by Proposer on Exhibit C – Pricing Sheet as part of this evaluation.

4. **EXHIBIT D – Proposer Profile:** This section shall include a brief description of the Proposer’s size as well as the local organizational structure; it shall also include a discussion of the Proposer’s financial stability, capacity, and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the Proposer or its insurers within the last five (5) years.
5. **EXHIBIT E – References:** The Proposer must provide 3 current and 3 former references for projects similar in scope and scale involving service award and employee recognition programs.
6. Sample Congratulatory Letter
7. Sample Brochure
8. Sample Order Form

In addition, the following forms/information are required to be submitted with your Proposal:

- FORM 1. GENERAL INFORMATION
- FORM 2. LEVINE ACT STATEMENT
- FORM 3. EXCEPTIONS TO THE CONTRACT
- FORM 4. LISTING OF SBE PRIME AND SUBCONTRACTORS
- FORM 5. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS
- FORM 6. PROPOSER SBE COMMITMENT
- FORM 7. ACKNOWLEDGEMENT OF ADDENDA
- FORM 8. PROPOSER'S SIGNATURE PAGE

XIII. EVALUATION AND SELECTION

The evaluation criteria will be used to evaluate Proposals received. The Proposer with the highest overall score will be recommended for award.

A. Evaluation Criteria: The following criteria listed in order of relative importance will be used to evaluate Proposals:

- A. Variety and Quality of Product Offerings**
- B. Web-Based Ordering, Approach, and Implementation Plan**
- C. Cost/Proposed Pricing**
- D. Qualification, Experience, and Past Performance of Proposer**

1. VARIETY AND QUALITY OF PRODUCT OFFERINGS:

The Proposals received will be evaluated on the best combination of value and variety offered. A **minimum of 15** items is required for each award category, provided in a color printed catalog and web-based ordering system. VTA will use the information provided by Proposer on Exhibit A – Award Portfolio as part of this evaluation.

2. WEB-BASED ORDERING, APPROACH, AND IMPLEMENTATION PLAN:

Evaluation will focus on the Proposer’s demonstrated knowledge of current and evolving best industry practices and solutions, and how the proposed solution enhances productivity and produce quality. VTA will use the information provided by Proposer on Exhibit B – Web-Based Ordering, Approach and Implementation Plan as part of this evaluation.

Evaluation under this category will include consideration of the following:

- i. Ease of use
- ii. Registration/login process
- iii. Quality, look, and feel of the web-based solution
- iv. Guaranteed delivery time of awards and all other Contract deliverables
- v. Guaranteed response times of customer service support
- vi. Proposer’s knowledge of current evolving best industry practices and solutions and how these best practices and solutions will enhance Proposer’s productivity and quality.

3. COST/PROPOSED PRICING: Evaluation will be based on the reasonableness and competitiveness of the Proposer’s total price and adequacy of data in support of the specified pricing.

The Proposer is required to submit their price Proposal on Exhibit C – Pricing Sheet, in a **separate sealed envelope. The Pricing Sheet must be included in the flash drive, containing the full Proposal and required forms, in a folder to be named “PRICING”**. Exhibit C contains five (5) tabs: Year 1, Option Year 2, Option Year 3, Option Year 4, and Option Year 5. The Proposer is liable for payment of all local taxes applicable to the complete Award Program solution and should add these amounts to the Proposal price. VTA will use the information provided by Proposer on Complete Exhibit C – Pricing Sheet as part of this evaluation.

4. QUALIFICATION, EXPERIENCE, AND PAST PERFORMANCE OF

PROPOSER: Evaluation will focus on the qualification and experience with providing service award and employee recognition programs; strength and proven financial viability and stability in the industry; staffing, capacity and skill of the Proposer to support VTA’s requirements. VTA will use the information provided by Proposer on Exhibit D – Proposers Profile as part of this evaluation.

The Proposer must also provide 3 current and 3 former references for projects similar in scope and scale involving service award and employee recognition programs. VTA reserves the right to contact the Proposers’ references and investigate past performance. VTA will use the information provided on Exhibit E-References as part of this evaluation, including references on overall satisfaction with service, Proposer response and delivery times, Proposer’s overall product offering, and issues related to invoicing.

B. Evaluation Procedure

Proposals will be evaluated by a VTA evaluation team. The evaluation team may conduct oral interviews and/or negotiations during the evaluation process. The evaluation team will determine the successful Proposer based on the criteria outlined above.

Proposals will be evaluated, and discussions and negotiations may be conducted prior to final selection. Any award will be made in accordance with the procedures described below. Evaluation and selection determination will be made to identify which Proposals are to be included within a competitive range, if the competitive range process is used. Discussions and negotiations may then be carried out with one or more Proposers within the competitive range, after which BAFOs may be requested.

Proposers are advised that VTA may select a Proposal for award without any discussions or negotiations or without a request for any BAFOs. Therefore, initial Proposals should be submitted on the most favorable terms the Proposer can submit to VTA.

To ensure consideration, Proposals must be responsive, complete, and contain all the information required by this RFP, including information needed to assess the evaluation criteria described herein.

Each Proposer must be prepared to prove to the satisfaction of VTA that it has the integrity, skill, and experience to faithfully perform the resulting Contract and that it has the necessary facilities and financial resources to perform the Scope of Work in a satisfactory manner and within the time specified.

XIV. GENERAL CONTRACT PROVISIONS**A. DEFINITIONS**

The following are definitions of special terms used in this document.

Days

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

B. COMPLIANCE WITH APPLICABLE LAW

In the performance of the Contract, 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.

C. CIVIL RIGHTS

1. **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.

2. **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

D. CONTRACT MODIFICATION

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.

E. PARTIES AND CHANGES IN PARTIES

1. **INDEPENDENT CONTRACTOR**

In performance of the Contract, Contractor will be acting as an independent contractor and not the agent or employee of VTA.

2. **SUCCESSION**

The Contract will be binding on the parties, their successors, and assigns.

3. **THIRD PARTY BENEFICIARIES**

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

F. TERMINATION OF CONTRACT

1. **TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, VTA has the right to terminate this Contract (at no additional cost and with no penalty whatsoever) by giving thirty (30) days written notice of termination due to non-appropriation of sufficient funding.

2. **TERMINATION FOR DEFAULT**

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.

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 deliverables and/or services under the Contract by itself, or by using an alternative, third party contractor. The additional cost to VTA for completing the deliverables and/or services under the Contract 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.

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.

3. **TERMINATION FOR CONVENIENCE**

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 in accordance with the terms of this Contract for the Scope of Work satisfactorily performed prior to the effective date and time of termination or suspension. Contractor shall have no right to recover lost profits on the balance of the Scope of Work.

G. EXCUSABLE DELAYS/FORCE MAJEURE

If Contractor is delayed at any time during the progress of the services or delivery of the deliverables under the Contract by the neglect or failure of VTA or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by VTA subject to the following cumulative conditions:

- a) The cause of the delay arises after the Effective Date and neither was nor could have been anticipated by Contractor by reasonable investigation before the Effective Date. Such cause may include force majeure events such as events or circumstances beyond the reasonable control of Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance; fires and explosions; war and other hostilities; or embargo;
- b) Contractor demonstrates that the completion of the services and/or any affected deliveries under the Contract will be actually and necessarily delayed;
- c) Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts, and measures, whether before or after the occurrence of the cause of delay; and
- d) Contractor makes written request and provides other information to VTA as described below.

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

if Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by Contractor.

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

H. MATERIALS/ACCESSORIES RESPONSIBILITY

The Contractor shall be responsible for all materials and workmanship in the manufacturing of goods and accessories, whether the same are manufactured by the Contractor or purchased from a supplier. This provision excludes any equipment leased or supplied by VTA, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture of the equipment.

I. AUDIT AND INSPECTION OF RECORDS

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 performance under this Contract. Such documentation must be supported by properly executed payrolls, invoices, contracts and vouchers evidencing in detail the nature and propriety of any charges and sufficient to allow a proper audit of the Contract. All checks, payrolls, invoices, contracts and other accounting documents pertaining in whole or in part to the Contract must be clearly identified and readily accessible.

For the duration of the Contract, VTA, its representatives and the state auditor shall have the right to examine and audit during Contractor's normal business hours these books, accounts, records, data and other relevant information to the extent required to verify the costs incurred hereunder where such costs are the basis for billings under this Contract.

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.

The provisions of this AUDIT AND RECORDS section must be included in any subcontracts hereunder.

J. CONFLICT OF INTEREST

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.

K. ASSIGNMENT AND SUBCONTRACTING

Contractor will not assign or transfer this Contract or any portion thereof without the prior written consent of VTA. Additionally, Contractor will not subcontract any part of the Contract hereunder other than to those subcontractors that may be identified in the Contract. Any assignment, transfer, change or subcontract in violation of this Contract will be void.

Contractor will 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 provisions of this Contract fully effective.

L. 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.

M. COUNTERPARTS

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

N. 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 Contract. Notwithstanding the foregoing, Contractor may disclose Confidential Information to third parties or use such information for purposes other than performance of the Contract 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 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 Contract.

O. INDEMNITY

1. **GENERAL INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless VTA and its respective board members, officers, agents, employees, and consultants (each an “Indemnitee”) from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, costs, or judgments (each, a “Claim” and collectively, the “Claims”), including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of Contractor and its officers, directors, agents, employees, and subcontractors, during the performance of this Contract, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid by Contractor to subcontractors, if any;

(c) any material misrepresentation or breach of any representation, warranty, covenant or other provision in this Contract; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of an Indemnitee.

2. INFRINGEMENT INDEMNIFICATION:

- a. Contractor agrees to indemnify, defend, and hold harmless Indemnitee from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any actual or alleged infringement of any intellectual property rights by the deliverables and/or services provided hereunder (for purposes of this INFRINGEMENT INDEMNIFICATION section, "Deliverables" and "Services"), or use of any of the aforementioned.
- b. To the greatest extent permitted by law, Contractor agrees, at its own expense, and upon written request by VTA, or any individual Indemnitee, to immediately defend any suit, action, claim, or demand brought against any Indemnitee founded upon, alleging, or implicating any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, or fees and costs covered by Contractor's indemnity obligation set forth in Section (a) immediately above and regardless of whether Contractor and/or any of its agents, employees, or subcontractors did, in fact, infringe any intellectual property rights.
- c. If any part of Services or Deliverables is, or in Contractor's judgment may become, the subject of any infringement claim, or is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party intellectual property right, Contractor will, at its expense and option, do one of the following: (a) procure for VTA the necessary right to continue using the Services or Deliverables; (b) replace or modify the infringing portion of the Services or Deliverables with a functionally equivalent item or portion thereof, or (c) if none of the foregoing are commercially reasonable, Contractor may terminate this Contract upon written notice to VTA and refund to VTA a pro-rated amount of any pre-paid fees (including pre-paid support/maintenance fees).
- d. Contractor shall have no liability or obligation hereunder with respect to any claim to the extent based upon (i) any use of the Services or Deliverables by VTA not strictly in accordance with this Contract or in an application or environment or on a platform or with devices for which it was not reasonably designed or reasonably contemplated, (ii) modifications, alterations, combinations or enhancements of the Services or Deliverables not created or authorized by Contractor, or (iii) VTA's continuing allegedly infringing activity after being notified thereof.
- e. Infringement Indemnification Procedures: Contractor's obligations under the Infringement Indemnification sections are expressly conditioned on the

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

3. **SURVIVAL**: This Section O (Indemnity) will survive the expiration or termination of the Contract and remain in full force and effect.

XV. PRICING & INVOICING

- A. **QUANTITY**: Contractor agrees price(s) apply to any quantity purchased under this Contract and such prices are guaranteed for the term of the Contract unless otherwise agreed by both parties in writing.
- B. **TAXES**: Sales tax (when applicable) must be included in the Proposal as a separate line item.
- C. **INVOICING AND PAYMENTS**:

1. The Contractor shall submit its invoice for payment to the address listed below for the services provided, which have been accepted by VTA.

**VTA ACCOUNTS PAYABLE
3331 NORTH FIRST STREET, BUILDING A
SAN JOSE, CA 95134-1906**

or

VTAAccountsPayable@VTA.org

2. Payments will be made to the Contractor within thirty (30) days following receipt of a properly prepared invoice.
3. Payment will be considered to have been made on the date VTA mails payment.
4. Discounts offered by Contractor for early payment will be taken by VTA if payment is made within the discount period specified.
5. VTA will not be responsible for late payment charges unless they are an express part of this Contract.
6. Upon completion of this Contract, the final payment will be made upon determination by VTA that all requirements hereunder have been completed, and such determination will not be unreasonably delayed.

XVI. INSURANCE REQUIREMENTS (M-1)

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, employees or sub-Contractors. The cost of such insurance must be included in the Contractor's 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. General Liability coverage; Insurance Services Office "occurrence" form CG 0001. General Liability insurance written on a "claims made" basis is not acceptable.
- b. Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability written on a "claims made" basis is not acceptable.
- c. Workers' Compensation insurance, as required by the Labor Code of the State of California, and Employers Liability insurance.
- d. Cargo insurance; coverage equivalent to AIMU "All Risk" form including War, Strikes, Riots & Civil Commotion, and Domestic Transit if applicable. If cargo is shipped on an "On Deck" bill of lading, insurance policy must provide coverage for the full value of the shipment. Property insurance "In Transit" coverage is sufficient if applicable to "customers goods" or "property of others" and there is no exclusion for the means of conveyance.

2. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- a. General Liability (including umbrella/excess liability): \$3,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability with Excess or Umbrella, but in no event may the General Liability primary policy limit per occurrence be less than \$2,000,000. Excess policies must feature inception and expiration dates concurrent with the underlying general liability policy, and a "Drop Down" provision.

- b. Automobile Liability (including umbrella/excess liability): \$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.
- d. Cargo insurance: The limit shown on the policy must be equivalent to the largest individual shipment traveling on a single conveyance.

B. Self-Insured Retention

The certificate must disclose the actual amount of any deductible or self-insured retention for all coverages. 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 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 proposer must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. 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.

D. Other Provisions

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

1. General Liability and Automobile Liability

- a. VTA, its officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including VTA's general supervision of the Contractor; products and completed operations of the Contractor and its subcontractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage must contain no special limitations on the scope of protection afforded to VTA, its officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.

- b. The Contractor's insurance coverage must be primary insurance as respects VTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VTA, its officers, officials, employees, or volunteers must be excess of the Contractor's insurance and may not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its officers, officials, employees, or volunteers.
 - d. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The General Liability General Aggregate limit must apply per project, not per policy.
- 2. All Coverages**
- a. 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.

E. 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.

F. 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.

D. Maintenance of Insurance

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.

XVII. QUALITY ASSURANCE PROVISION

- 1. QUALITY ASSURANCE SYSTEM POLICY:** The Contractor shall have and maintain an effectively defined and documented Quality Assurance System which demonstrates the Contractor'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 Bid package for approval. The Contractor 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.
- 2. MANAGEMENT ORGANIZATION:** The Contractor 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 shall:
 - A.** Identify, document and communicate changes to the Quality Assurance System, and any problems relating to the system and its nonconformity.
 - B.** Initiate, recommend or provide solutions through designated channels.
 - C.** Verify the implementation of corrections, preventative actions and/or solutions.
 - D.** Ensure that the Quality Assurance System requirements of this Contract are established, implemented and maintained.
 - E.** 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.

XVIII. WARRANTY PROVISION

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor shall guarantee and warrant all products adhering to products manufacture performance requirements and VTA's specified requirements. The Contractor shall also have and maintain an effectively defined and documented warranty administration system that demonstrates the 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 is required to submit warranty policy, procedure, and forms for VTA review.

XIX. 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.

- A. 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 Small and Disadvantaged Businesses (“OSDB”).

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

- B. CONTRACTOR REGISTRATION:** All SBE and DBE firms listed on Forms 10 and 11, and/or accepted as certified by VTA’s OSDB 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.

1. Forms 10 and 11 in compliance with SBE Program Policy and Requirements, must be submitted at time of Proposal submittal.
2. It is the Proposer’s sole responsibility to verify to VTA that a sub-consultant has an SBE/DBE certification.

- C. CONTRACTOR REPORTING:** Proposer will be required to submit electronic quarterly SBE utilization reports to the VTA’s OSDB through our web-based online system (B2Gnow), accessed from any computer via the internet at the following website: <https://VTA.sdbbe.com>. The monthly reports will document payments to the prime and the prime will report payments made to their sub-contractors. At the end of this Contract, Contractor will be required to submit a Final SBE Utilization Report.

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

XX. SAMPLE STANDARD CONTRACT

CONTRACT P18303

BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
CONTRACTOR NAME
FOR
SERVICE AWARDS AND EMPLOYEE RECOGNITION PROGRAM

This contract (“Contract”) is made and entered into by and between Santa Clara Valley Transportation Authority (“VTA”) and _____ (“Contractor”). This Contract expresses the terms and conditions for the purchase of Service Awards and Employee Recognition Program.

1. CONTRACT COMPONENTS:

The Contract consists of:

- A. Exhibit 1 – Request for Proposal P18303 dated Month XX, 20XX, and any addenda thereto (the “RFP”)
- B. Exhibit 2 – Contractor Pricing Sheet dated MONTH XX, 20XX
- C. Exhibit 3 – Contractor RFP Proposal dated Month XX, 20XX
- D. Exhibit x – Other applicable documents

All parts of the Contract are intended to be complementary and what is set forth in any one document is as binding as if set forth in each document.

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

2. **AUTHORIZED RESELLER:** Contractor is a reseller of [INSERT MANUFACTURER NAME]. By Contractor’s execution of this Contract, Contractor represents and warrants to VTA that Contractor is an appointed, authorized reseller of [INSERT MANUFACTURER NAME], who has the right and license to sell and distribute [INSERT COMMODITY AND/OR SERVICE] to VTA as an end-user. Contractor must retain its authorized reseller status throughout the duration of this Contract.

If any at point during the term of the Contract the Contractor loses its authorized reseller status, Contractor will (i) immediately notify VTA of its change in authorized reseller status and (ii) provide VTA with all information, files, documents, data, and other assistance reasonably necessary to facilitate the orderly transition/assignment of the Contract to [INSERT MANUFACTURER] or to a new authorized reseller of [INSERT MANUFACTURER] (“Contract Transition”). Contractor will cooperate, in good faith, with VTA and any new service provider selected by VTA in the performance of its obligations under the Contract Transition.

3. **SCOPE OF WORK:** Contractor shall furnish and deliver Service Awards and Employee Recognition program, as described in the Scope of Work of the RFP.
4. **CONTRACT PRICE:** VTA shall pay Contractor as set forth in Exhibit 2. The total Contract price shall not exceed [\$XXX.XX].

5. **TERM OF CONTRACT:** Unless otherwise earlier terminated pursuant to the terms herein, the term of this Contract will commence on the Effective Date (as defined in the signature block below) and continue for one (1) year.

VTA may, at its option, extend the term of the Contract for four (4) additional years (each an “Option Year”). VTA may unilaterally exercise its Option Years by sending written notice to Contractor at least thirty (30) days prior to the end of the then current Contract term.

6. **SERVICE OF NOTICE:** Any notice required or permitted to be given under this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the Contractor at the business address specified in its Proposal and in the case of VTA, at 3331 North First Street, Building A, San Jose, CA 95134-1927, or at any other address which either party may subsequently designate in writing to the other party.
7. **ENTIRE AGREEMENT:** This Contract constitutes the complete and entire agreement between VTA and the Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written, which are not incorporated as part of the Contract.
8. **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.
9. **FORUM SELECTION:** Contractor will resolve any claim, cause of action or dispute (collectively “claim”) that Contractor has with VTA arising out of or related to this Contract in a state or federal court located in Santa Clara County, California. Contractor agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
10. **AUTHORIZED REPRESENTATIVES, NOTICES AND POINTS OF CONTACT:** The Authorized Representatives identified below, or assigned designees, have authority to authorize changes to the scope, terms and conditions of this Contract, as set forth herein.

A. AUTHORIZED REPRESENTATIVES:

VTA:

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

CONTRACTOR NAME:

Name/Title
Address
City/State/Zip
Telephone
Email

B. NOTICES: Notices shall be in writing and addressed to the Authorized Representatives at the address set forth above.

C. 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, Senior Contracts Administrator
3331 N. First Street, Bldg. A
San Jose, CA 95134-1906
keisha.carnahan@vta.org

CONTRACTOR NAME

Name/Title
Address
City/State/Zip
Telephone
Email

D. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative or Point of Contact stated above.

In witness whereof, VTA and CONTRACTOR have executed this Contract P18303 as of the last date set forth below (“Effective Date”).

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY

CONTRACTOR

VTA Manager Name Date
Title

Contractor Signatory Date
Title

Approved as to Form:

VTA Counsel Date

XXI. FORMS

- A. FORM 1 – GENERAL INFORMATION**
- B. FORM 2 – LEVINE ACT STATEMENT**
- C. FORM 3 – EXCEPTIONS TO THE CONTRACT**
- D. FORM 4 - LISTING OF SBE PRIME AND SUBCONTRACTORS**
- E. FORM 5 – DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS**
- F. FORM 6 – PROPOSER SBE COMMITMENT**
- G. FORM 7 – ACKNOWLEDGEMENT OF ADDENDA**
- H. FORM 8 – PROPOSER’S SIGNATURE PAGE**

FORM 1. GENERAL INFORMATION

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

Company Name _____

Street Address _____

City/State/Zip _____

Phone No. _____

E-mail _____

Federal Taxpayer ID No. _____

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	_____

<u>Alternate</u>	
Name/Title	_____
Signature	_____

FORM 2. LEVINE ACT STATEMENT

Prime Proposer and all subcontractors must submit a signed Levine Act Statement

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

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

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

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

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

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

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

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

Signature: Firm Name: Date:

FORM 3. EXCEPTIONS TO THE CONTRACT

This form must include any exceptions, conditions, limitations, or deviations (collectively “Proposal Deviations”) to the provisions of this RFP. Proposers are cautioned to limit the number exceptions to the provisions of this RFP, as excessive exceptions may be deemed so numerous as to render the Proposal non-responsive and, therefore, not subject to further evaluation.

All Proposal Deviations must be explicitly, fully, and separately stated, setting forth the specific reasons for each Proposal Deviation so that it can be fully considered and, if appropriate, evaluated by VTA. All Proposal Deviations shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the Proposer receiving a less favorable evaluation than without the Proposal Deviations.

Proposer’s failure to take timely exception by submitting this Form with its Proposal expressly waives Proposer’s right to challenge or request modification of such terms and conditions and is conclusive evidence of Proposer’s assent thereto.

If Proposer takes no exceptions, check the box “Proposer takes no exceptions” below.

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

FORM 3 (continued)

“Proposer takes no exceptions”

Proposer:

Firm

Signature

Printed Name

Title

Date

FORM 4. LISTING OF SBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone/ Fax: _____

SBE: Yes No Age of Firm _____

Street Address: _____ Name & Title: _____

City, State, _____ Signature/ _____

Zip: _____ Date _____

Contract dollar value must exclude work performed by non-SBEs 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 13CFR Part 121.

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 \$ _____

SBE Contract Amount SBE Goal Achieved SBE Contract Goal

X 100 = Base Contract _____ % _____ %

**FORM 5. 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 Bid 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 6. PROPOSER SBE COMMITMENT

FIRM NAME	DESCRIPTION OF SERVICES TO BE PROVIDED	SBE FIRM CONTACT INFORMATION	SBE CERTIFICATION NUMBER	SBE %

Firm Name

Signature of Authorized Representative

Name and Title of Authorized Representative

Date

FORM 7. ACKNOWLEDGEMENT OF ADDENDA

In compliance with your **Request for Proposal** for this project, the undersigned Proposer, being thoroughly familiar with the terms and conditions of the solicitation documents, hereby submits and agrees fully to perform the work within the time stated and in strict accordance with the solicitation documents.

Note: It is the Proposer's responsibility to obtain all addenda to this solicitation.

ADDENDUM #	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Proposer hereby acknowledges receipt of the referenced Addenda to the solicitation documents:

Name (printed)

Company

Signature

Date

FORM 8. PROPOSER'S SIGNATURE PAGE
P18303
SERVICE AWARDS AND EMPLOYEE RECOGNITION PROGRAM

BY SIGNING, THE PROPOSER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS THE RFP DOCUMENTS AND THAT HE/SHE OFFERS AND AGREES TO FURNISH THE GOODS AND/OR SERVICES SPECIFIED UNDER THE INSTRUCTIONS AND CONDITIONS STATED THEREIN.

SIGNATURE

/ / 20

DATE

PRINT NAME

E-MAIL ADDRESS

FIRM

TELEPHONE

FAX

XXII. RFP ATTACHMENTS

1. EXHIBIT A – Award Portfolio
2. EXHIBIT B – Web-Based Ordering, Approach and Implementation Plan
3. EXHIBIT C – Pricing Sheet
4. EXHIBIT D - Proposer Profile
5. EXHIBIT E – References
6. EXHIBIT F– Service Awards Summary FY16 – FY19
7. EXHIBIT G_– Service Awards Forecast FY20 – FY24