

INVITATION FOR BIDS

P20021

DOCUSIGN



*Procurement, Contracts and Materials Management Department
3331 North First Street, Building A
San Jose, CA 95134-1906
www.vta.org*

Buyer	Kathy Cheng
<u>Key IFB Dates</u>	
Date Issued	March 3, 2020
Pre-Bid Conference	March 17, 2020; 10:00 AM P.T.
Submit Questions	March 19, 2020 by 5:00 PM P.T.
Submit Bids:	April 2, 2020 by 2:00 PM P.T.

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BID FORM 1-B – SCHEDULE OF PRICES AND ESTIMATED QUANTITIES



*Procurement, Contracts and Materials Management Department
3331 North First Street. Building "A"
San Jose, CA 95134-1906*

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- Invitation for Bid. Request for quotation. Request for proposal.

INSTRUCTIONS:

The enclosed Santa Clara Valley Transportation Authority (herein referred to as "VTA") "conditions" form an integral part of each bid ("Bid"). Prices must be F.O.B destination, freight prepaid and allowed, unloaded to the dock unless otherwise specified.

BUYER	DATE ISSUED	CLOSING TIME/DATE	BID NUMBER
Kathy Cheng	March 3, 2020	April 2, 2020	P20021
Phone (408) 321-4273 FAX (408) 955-9729 e-mail: Kathy.Cheng@vta.org	<ul style="list-style-type: none"> • Pre-Bid Conference: March 17, 2020 at 10:00 AM P.T. • Last Day to ask Questions: March 19, 2020; by 5:00 PM P.T. • Bids will be received until 2:00 PM P.T. on the above closing date. 		

- CONTRACT TITLE:** DOCUSIGN
- PRE-BID CONFERENCE:** A Pre-Bid conference is scheduled for March 17, 2020 at 10:00 AM P.T. at the following address:

**Santa Clara Valley Transportation Authority
3331 North First St., Building A, Room A108
San Jose, California 95134-1906**

Attendance at the Pre-Bid Conference is not mandatory, but is strongly encouraged. Attendance may be in person or via teleconference. Email the buyer ("Buyer") listed above to register as a teleconference attendee. Teleconference registration deadline is **March 13, 2020 by 2:00 PM P.T.**

3. **BID OPENING TIME & LOCATION:** Each bidder (“Bidder”) must submit its sealed Bid no later than 2:00 PM P.T. on April 2, 2020 at the Santa Clara Valley Transportation Authority’s Procurement, Contracts and Materials Management Department at 3331 North First Street, Building A, San Jose, CA 95134, and, at that time, publicly opened and read. No Bids will be received or accepted after 2:00PM P.T. on April 2, 2020.
4. **BID DOCUMENTS:** The following, in addition to this Invitation for Bid, constitute the Bid documents (“Bid Documents”) in order of precedence, and are the instructions and conditions to this Bid:
- Solicitation Amendments, if any
 - Invitation for Bid
 - Technical Specifications and/or Scope of Work
 - Contractor Acknowledgement of Addenda (Bid Form 1-A)
 - Schedule of Prices and Estimated Quantities (Bid Form 1-B) (See attachment)
 - Listing of SBE Contractor or subcontractors (Bid Form 2-A)
 - Supplemental Contractor and subcontractor Information (Bid Form 2-B)
 - Instructions to Bidders
 - Special Conditions
 - Standard Terms and Conditions
 - Indemnity and Defense of Claims
 - Quality Assurance and Warranty Provision
 - Exhibit P-6 – Insurance Requirements
 - Exhibit O – Bidder’s Questionnaire
 - Exhibit I – “No Bid” Response Form
5. **TERM OF CONTRACT:** The term of the contract (“Contract”) awarded to the successful Bidder (herein also referred to as the “Contractor”) shall be three (3) years from date of award by VTA.
6. **CONTRACT TYPE:** VTA anticipates the award of a firm, fixed-price Contract as a result of this solicitation.
7. **OBLIGATION:** This Invitation for Bids does not obligate VTA to award a Contract or to pay costs incurred in the preparation or submittal of any Bid.

8. **INSURANCE:** Each prospective Bidder (herein referred to as the “Bidder” or “Contractor”) is cautioned to review the Insurance requirements of this solicitation. See Exhibit P-6.
9. **PRICE:** It is the desire of VTA to enter into a firm fixed price Contract with the successful Bidder who agrees that the prices quoted are firm and fixed for the duration of the Contract. The unit price as bid will apply regardless of the actual quantity purchased.
- A. No additional charges will be allowed unless agreed to in writing by VTA prior to delivery of goods and/or services. Bidder agrees that the prices quoted on the attached Bid Form 1-B 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.

10. **PRICE INCREASE:** [OMITTED].

11. **FREIGHT TERMS:** All materials shall be FOB Destination, prepaid and allowed, at no additional cost to VTA unless specified otherwise in the Scope of Work, attached hereto. Any exception to this policy may deem the Bid non-responsive.

12. **INVOICE BILLING/PAYMENT TERMS:** Invoices shall be prepared per descriptions and pricing in this Bid.

Note: Invoices for goods or services not specifically covered in this Bid will not be approved for payment.

13. **SPECIFICATIONS:** See Scope of Work.

14. **QUANTITIES:** See CONTRACT TYPE section (above), Scope of Work, and the Schedule of Prices and Estimated Quantities.

15. **BIDS:** All Bids must be received in sealed envelopes with the Bidder’s company name, bid number, closing date and time noted on the outside of the envelope. **At this time, electronically submitted Bids cannot be accepted.**

16. **AWARD CRITERIA:** Contracts shall be awarded to the lowest responsive and responsible Bidder found to have the fitness, quality, and capacity to satisfactorily deliver the goods and services as detailed in the Bid Documents. Any potential Contract award will be subject to a VTA technical and business evaluation of the Bidder prior to any Contract award. VTA reserves the right to reject any and all Bids or to waive any informalities or technicalities in any Bid in the best interest of VTA. Single conforming Bids are subject to price or cost analysis by VTA. Bids will be valid for review and award up to ninety (90) days after Bid opening.

The specific basis of award is the Total Bid designated on Bid Form 1-B Schedule of Prices and Estimated Quantities sheet that is a part of these Bid Documents.

17. **SOLICITATION SUBMITTALS:** Your Bid submittal should include the following forms and documents which are included and/or requested in this IFB:

BID FORM 1-A: BIDDER ACKNOWLEDGEMENT OF ADDENDA 23

BID FORM 2-A: LISTING OF SBE CONTRACTOR OR SUBCONTRACTORS 28

BID FORM 2-B: SBE SUPPLEMENTAL CONTRACTOR AND SUBCONTRACTOR INFORMATION... 30

BIDDER’S QUESTIONNAIRE – EXHIBIT O 38

BID FORM 1-B SCHEDULE OF PRICES AND ESTIMATED QUANTITIES IN ATTACHMENT
LETTER FROM OEM CONFIRMING AUTHORIZED RESELLER’S STATUS
Q/A AND WARRANTY

18. BRAND NAME OR EQUAL: [OMITTED].

19. Q/A AND WARRANTY PROGRAMS SUBMITTALS:

All QA and warranty submittals should be provided no later than Notice to Proceed (NTP) plus 15 working days.

A. SUPPLIER QUALITY PROGRAM REQUIREMENTS:

- (1) Quality Manager contact information.
- (2) Quality program manual.
- (3) ISO quality program certificate (If available).

B. SUPPLIER WARRANTY PROGRAM REQUIREMENTS:

- (1) Written legal limited warranty (Claims) policy.
- (2) Return Materials Authorization (RMA) procedure.

20. DELIVERY ADDRESS: The delivery address is listed below:

Santa Clara Valley Transportation Authority
3331 North First Street
San Jose, CA 95134

21. SMALL BUSINESS ENTERPRISE POLICY:

- A. POLICY:** It is VTA policy to ensure that Small Business Enterprises (SBEs), as defined in Federal Regulations at 13 CFR Part 121, have the maximum opportunity to participate in the performance of contracts and subcontracts.
- B. SBE GOAL:** VTA has not established a specific Small Business Enterprise (SBE) goal for this project. However, Bidder agrees to cooperate with VTA in meeting VTA’s overall goal of 19% annual utilization of Small Business Enterprises. In this regard, Contractor will use its best efforts to ensure that SBEs shall have an equitable opportunity to compete for subcontract work under this Contract.

- (1) All SBE firms listed on Bid Form 2-A must be certified by VTA's Office of Business Diversity Program (OBDP) or the California Unified Certification Program (CUCP) at the time of Bid to be counted toward the Contract SBE goal.
- (2) Bid Form 2-A and Bid Form 2-B are required to be submitted at the Bid opening.
- (3) It is the Bidder's sole responsibility for verifying subcontractor certification as a SBE to VTA. The list of VTA SBEs is available at <https://www.vta.org/business-center/business-diversity-programs#accordion-small-business-enterprise-program>
- (4) The VTA SBE application is available at http://vtaorgcontent.s3-us-west-1.amazonaws.com/Site_Content/SBE%20Application%20rev%2011-2013

22. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) POLICY AND REQUIREMENTS:

- A. POLICY:** It is the policy of the Santa Clara Valley Transportation Authority to ensure that Minority and Women-Owned Business Enterprises (MWBEs) as defined in the VTA MWBE Program have an equal opportunity to participate in the performance of contracts and subcontracts financed with local funds. VTA has an 18% MWBE aspirational goal.

VTA's Office of Business Diversity Program encourages Contractors to call (408) 321-5962 for assistance in identifying eligible MWBE firms. Listings of eligible firms are also available on the World Wide Web at the following:

- www.vta.org/obdp

B. POST AWARD ACTIVITIES:

- (1) **NONDISCRIMINATION:** The Contractor shall make VTA's contracting requirements known to subcontractors, vendors and suppliers who are certified or accepted as certifiable as MWBE, as well as to non-MWBE businesses, and shall provide a practical opportunity for all firms to participate in the contract.
- (2) **PROMPT PAYMENT:** The Contractor must adhere to all federal and California prompt payment laws and regulations. If Contractor does not adhere to prompt payment requirements, penalties may apply.

23. WEBSITE REGISTRATION:

Bidders must register on VTA's website as a condition of bidding 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 IFB. Go to <http://www.vta.org>, select "About" and go to "Business Center", then select "Get Registered". The system will take you to the registration page where you will enter all your registration information. In the "NAICS Email Subscription Settings" check the box "New Solicitation and Updates, Including Plan Holder Updates". Then check all the NAICS code boxes for the categories of business that represent your company.

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

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

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

Note: To review Bids after award of Contract, contact the Buyer listed in the Instructions section.

24. EXERCISE OPTIONS: “OMITTED.”

**INSTRUCTIONS TO BIDDERS
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1. EXAMINATION OF DOCUMENTS:

- A. A complete set of Bid Documents shall be used in preparing a Bid; VTA assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.
- B. Each Bidder should carefully examine these Bid Documents and take such other steps as may be reasonably necessary to ascertain the Contract performance requirements. Failure to do so will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the Contract. Extra compensation will not be allowed for conditions that are determinable by examining these documents.

2. INTERPRETATION: Should any discrepancies or omissions be found in the Bid specifications, or doubt as to their meaning, the Bidder shall notify the Buyer in writing at once. The Buyer will send written instruction or addenda to all Bidders. Receipt of addenda by the Bidder must be acknowledged in the space provided on Bid Form 1-A. VTA shall not be held responsible for oral interpretations. Questions must be received at least ten (10) days before date set to receive Bids. All addenda issued shall 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.

3. BIDDER QUALIFICATIONS AND ELIGIBILITY FOR AWARD:

- A. Each Bidder shall complete, and submit with the Bid, the Bidder's Questionnaire in Exhibit O contained in these documents. If the Bidder is a joint venture, each joint venturer shall prepare and submit a separate form. Failure to complete and return the Bidder's Questionnaire may be grounds for rejection of the Bid.
- B. Bidder must be an authorized reseller of DocuSign, Inc. (the "OEM") who has the right and license to sell and distribute the goods and/or services to VTA as an end user as specified in this IFB. Bidder must submit with the Bid, a letter from the OEM confirming that Bidder is an authorized reseller of the OEM.
- C. When Federal, State or Local law or ordinance requires a special license or permit, a Bidder must be properly licensed prior to submitting a Bid and furnish evidence of such with the Bid.
- D. In order for a Bidder to be eligible to be awarded the Contract, the Bid must be responsive to the solicitation and VTA must be able to determine that the Bidder is responsible to perform the Contract satisfactorily.
- E. Bids deviating or taking exception to the solicitation requirements will not be considered.
- F. Bidder shall have the equipment, organization, facilities and financial capability to perform the services required by this solicitation.

4. PROTESTS: The following procedures shall be used by Bidders seeking review of the Bid Documents or the Contract process:

- A. SOLICITATION PHASE:** Prior to the closing date for submittal of Bids, Bidder 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 Bids, shall be filed within five (5) working days of 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.

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

**Santa Clara Valley Transportation Authority
Procurement, Contracts and Materials Management Department
Attention: 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.

For federally funded projects, a Bidder may appeal VTA's determination of the protest to the Federal Transit Administration. All appeals submitted to the FTA shall be filed and will be handled in accordance with FTA Circular 4220.1F.

5. PREPARATION OF BIDS:

- A.** All prices and notations must be printed in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten nearby and must be initialed in ink by person signing the Bid.
- B.** Bidder shall bid on each item separately. Prices should be stated in the units specified. Sales tax, if any, should be stated separately.
- C.** Delivery date or time of performance is a part of the Bid and must be adhered to.
- D.** All Bids must be signed by an authorized representative with the name, title, and firm name clearly printed.

6. SUBMISSION OF BIDS:

- A.** Each Bid must be submitted on enclosed VTA forms, in sealed envelope, with company name, Bid number, closing date and time noted on the outside of the envelope.
- B.** Bid modifications or corrections thereof received after the closing time specified will be rejected.
- C.** Notwithstanding the time for Opening Bids established in the Request for Bid, the Bid opening might be postponed solely at VTA's discretion.

7. ACCEPTANCE OF BIDS: Bids are subject to acceptance at any time **within ninety (90) days** after Bid opening, unless otherwise stipulated in the Bid.

8. TIE BIDS: In the event that two or more low Bids equal in all respects are received by VTA, the Contract shall be awarded to the Bidder by the flip of a coin in the presence of witnesses, or the entire Bid may be rejected and re-bid.

9. AWARD:

- A.** Award of a firm fixed-price Contract, if awarded, will be made to the lowest responsive and responsible Bidder.
- B.** The basis of award shall be the **Total Bid as submitted on Bid Form 1-B.**
- C.** Unless the Bidder specifies otherwise in the Bid, or the Bid gives notice of an all or none award, VTA may accept any item or group of items of any Bid.
- D.** VTA reserves the right to reject any or all Bids and to waive informalities and minor irregularities in Bids received.
- E.** In the event of a discrepancy between the unit price bid and the price extension, the unit price bid will be deemed intended by the Bidder and the extension will be adjusted accordingly. Failure to list a unit price will result in the Bid being rejected as non-responsive.
- F.** The Bidder whose Bid is accepted shall, within the time established in section 7 above, enter into a written Contract with VTA and furnish the required Certificate of Insurance within five (5) working days of Notice of Award.

10. TAXES: Contractor will be responsible for assessing any and all applicable taxes related to the purchase of, or installation of, materials used as part of this Contract. For material used on a VTA project, the Contractor will assess any and all applicable taxes and will, for purposes of determining transaction or use tax liability, use the VTA job site as the place where "engaged in business".

11. SBE DOCUMENTATION: All Bidders are required to submit the following documents to the Buyer at the Bid Opening:

- A.** Bid Form 2-A.

B. Bid Form 2-B.

12. DISCLOSURE OF BID INFORMATION: After award, all Bids shall be open to public inspection. VTA assumes no responsibility for the confidentiality of information offered in a Bid.

13. DESIGNATED POINT OF CONTACT: All communications with VTA regarding this IFB shall be in writing (US mail/ email) to the Designated Point of Contact identified below. All emails must indicate in the subject line "IFB P20021 for DocuSign." No telephone calls will be accepted. Except as otherwise provided herein, no contact will be entertained by the Procurement, Contracts, and Materials Management staff outside of the formal Q&A period, and/or by anyone other than the Designated Point of Contact regarding this IFB.

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

VTA Designated Point of Contact:
Kathy Cheng, Buyer III
3331 N. First Street, Bldg. A
San Jose, CA 95134-1906
Kathy.Cheng@vta.org

STANDARD TERMS AND CONDITIONS
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DOCUSIGN

- 1. ACCEPTANCE:** VTA shall not be bound by the terms and conditions stated in these Bid Documents until the Contractor executes and returns to VTA an appropriately signed Contract or accepts deliveries against the purchase order. These Bid Documents shall be deemed incorporated into the Contract, and the Contractor shall be bound by the terms and conditions set forth in these Bid Documents, when it executes and returns said Contract. By entering into the Contract, Contractor shall be deemed to have accepted the terms and conditions set forth herein; any additional or different terms proposed by Contractor shall not be deemed a part the Contract unless expressly assented to in writing by VTA.
- 2. ASSIGNMENT AND SUBCONTRACTS:**

 - A.** Contractor shall not assign or transfer this Contract or any portion thereof without the prior written consent of VTA. Additionally, Contractor shall not subcontract any part of the Services other than to those subcontractors that may be identified herein. Any assignment, transfer, change or subcontract in violation of this Contract shall be void.
 - B.** Contractor shall be fully responsible and liable for the Services, products and actions of its subcontractors, and shall include in each subcontract any provisions necessary to make all the provisions of this Contract fully effective.
- 3. CHANGES:** By written notice from VTA's Authorized Representative, VTA may, from time to time, make requests for changes within the general scope of this Contract. If any such changes cause an increase or decrease in Contractor's costs to perform the Services or in the time required for its performance, the parties shall agree to a mutually acceptable change order to the Contract.
- 4. INDEMNITY AND INSURANCE:** Contractor shall adhere to the Indemnity and Defense of Claims and insurance requirements that are set forth in this IFB and in Exhibit P-6, which is attached hereto.
- 5. AUDIT AND RECORDS:**

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

6. PROHIBITED INTERESTS:

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

7. TERMINATION AND SUSPENSION:

- A. **TERMINATION FOR CAUSE:** VTA, by written notice given to Contractor, may declare default in Contractor's performance of any term of this Contract, specifying with particularity the basis for such default. Contractor shall deliver a response thereto in writing to VTA within five (5) business days of receipt of the notice, setting forth a reasonable proposal to cure the default. If Contractor fails to deliver the foregoing response on time or fails to cure the default within ten (10) business days after receipt of the notice (or within such additional time the parties may agree upon in writing), VTA may elect to terminate this Contract for cause by serving written notice thereof to Contractor.
 - a) In the event of such termination for cause, VTA shall be relieved of any obligation of further payment to Contractor and may complete the remainder of the Services by itself or using an alternative, third-party contractor. The reasonable additional cost to VTA for completing the Services shall be deducted from any sum due to Contractor and the balance, if any, shall be paid to Contractor upon demand. If VTA terminates for cause, Contractor shall refund any prepaid fees for Services not yet provided, including support fees (if applicable). The foregoing shall be in addition to any other legal or equitable remedies available to VTA.
 - b) If, after termination for failure to fulfill Contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of VTA pursuant to Section 7.B. TERMINATION FOR CONVENIENCE, below.
 - c) Upon any expiration or termination of this Contract, Contractor will, if requested by VTA, continue to provide the Services to VTA for a period of up to twelve (12) months following the date of termination or expiration of the Contract (the "Transition Period"), provided VTA continues to pay the applicable fees for such period. During the Transition Period, Contractor will also make available to VTA such other services as mutually agreed to by the parties (collectively, "Transition Services"). Contractor will cooperate in good faith with VTA and

any new service provider selected by VTA in the performance of its obligations under this Section and Contractor further agrees to work in good faith with VTA and any new service provider in the development and carrying out of a transition plan as part of the Transition Services.

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

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

9. GENERAL PROVISIONS:

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

B. 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.

C. 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.

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

E. CONFIDENTIALITY AND DISCLOSURE: Except as set forth in this paragraph, neither Party may disclose to third parties any information, data, or materials that one Party (the "Receiving Party") obtains from the other Party (the "Disclosing Party") or otherwise learns of or is exposed to in the course of the performance of this Contract or information developed or obtained by the Receiving Party in the performance of this Contract ("**Confidential Information**"). In addition, the Receiving Party must not disclose or use any Confidential Information for any purpose other than the performance of the Services. Notwithstanding the foregoing, either Party may disclose Confidential Information to third parties or use such information for purposes other than performance of the Services if: (1) the Disclosing Party provides express written consent for such

use or disclosure; (2) the information is known to the Receiving Party prior to obtaining such information from the Disclosing Party or performing Services under this Contract; (3) the information is, at the time of disclosure by the Disclosing Party, then in the public domain; (4) the information is obtained by or from a third party who did not receive it, directly or indirectly, from the Disclosing Party and who has no obligation of confidentiality with respect thereto. In addition, the Receiving Party may disclose Confidential Information if required to do so under applicable law or by court order. However, upon receipt of an order requiring such disclosure, the Receiving Party must inform the Disclosing Party as soon as practicable in order to allow the Disclosing Party to challenge such order if it determines that such challenge is appropriate. For purposes of this Section, "third parties" do not include those employees or authorized subcontractors engaged in the performance of the Services.

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

- F. NONWAIVER:** The failure of either Party to enforce any provision of this Contract or failure to exercise any right or to prosecute any default shall neither be considered a waiver of that provision/right nor bar prosecution of that default.
- G. SEVERABILITY:** If any of the provisions of this Contract (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.
- H. INDEPENDENT CONTRACTOR:** In its performance of the Services, Contractor will be acting as an independent contractor and not the agent or employee of VTA.
- I. AMENDMENT:** Except as expressly provided herein, the provisions of this Contract shall not be altered, modified or amended except through the execution of a written amendment executed by VTA and Contractor.
- J. COMPLIANCE WITH APPLICABLE LAW:** In the performance of the Services, Contractor and its subcontractors shall comply with all applicable requirements of state, federal and local law. The provision of this paragraph shall be included in any subcontracts hereunder.
- K. DOCUMENTS AND WRITTEN REPORTS:** In accordance with Government Code § 7550(a), any document or written report prepared in whole or in part by nonemployees of VTA shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost of the work performed by nonemployees of the agency

exceeds five thousand dollars (\$5,000.00). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.

L. EXCUSABLE DELAYS/FORCE MAJEURE: If Contractor is delayed at any time during the progress of the Services by the neglect or failure of VTA or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by VTA subject to the following cumulative conditions:

1. 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;
2. Contractor demonstrates that the completion of the Services and/or any affected deliveries will be actually and necessarily delayed;
3. 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
4. Contractor makes written request and provides other information to VTA as described below.

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

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

- M. ENTIRE AGREEMENT:** This Contract constitutes the complete and entire agreement between VTA and Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written, which are not incorporated as part of the Contract.
- N. COUNTERPARTS:** This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.
- O. BANKRUPTCY/INSOLVENCY:** In the event of any proceeding by or against Contractor in bankruptcy, reorganization or insolvency or any assignment for the benefit of creditors or of a receiver, VTA shall have the right, upon written notice to Contractor and without liability, to cancel this Contract with respect to any portion thereof not complete.
- P. ADDITIONAL DOCUMENTS:** All specifications and documents expressly referred to in this Contract are incorporated herein by reference. If such reference is to a portion of such specifications or documents, then only the portions referenced shall be incorporated herein.
- Q. THIRD PARTIES NOT TO BENEFIT:** This Contract is binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
- R. DAYS:** For purposes of this Contract, all references herein to “day” shall mean calendar day, unless specified otherwise. All references to “calendar day” shall mean any day, including Saturday, Sunday and all legal holidays. All references to “working day” shall mean any business day, excluding Saturdays, Sundays and legal holidays.

INDEMNITY AND DEFENSE OF CLAIMS

P20021 DOCUSIGN

- 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, 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 (1) immediately above and regardless of whether Contractor and/or any of its agents, employees, or subcontractors did, in fact, infringe any intellectual property rights.
 - 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 indemnity and defense of claims provision will survive the expiration or termination of the Contract and remain in full force and effect.

**SPECIAL CONDITIONS
P20021
DOCUSIGN**

1. **COMPENSATION:** As full consideration for the satisfactory performance of the Contract by the Contractor, VTA shall pay to the Contractor amounts designated in Bid Form 1-B – Schedule of Prices and Estimated Quantities.
2. **QUANTITY:** Contractor agrees Bid 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.
3. **TAXES:** Sales tax (when applicable) shall be included in the bid as a separate line item.
4. **INVOICING AND PAYMENTS:**
 - A. VTA shall pay Contractor on the basis of properly prepared invoices submitted annually during the term of the Contract. Contractor will submit invoices for the one-year period at least thirty (30) calendar days prior to the start of such one-year period.
 - B. The successful Bidder 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**

- C. Payments will be made to the successful Bidder within thirty (30) days following receipt of a properly prepared invoice.
 - D. Payment will be considered to have been made on the date VTA mails payment.
 - E. Discounts offered by Contractor for early payment will be taken by VTA if payment is made within the discount period specified.
 - F. VTA shall not be responsible for late payment charges unless they are an express part of this Contract.
 - G. Upon completion of this Contract, the final payment shall be made on determination by VTA that all requirements hereunder have been completed, and such determination shall not be unreasonably delayed.
5. **LIQUIDATED DAMAGES:** “OMITTED.”

**SCOPE OF WORK
P20021
DOCUSIGN**

A. INTRODUCTION AND OVERVIEW: As an authorized reseller of DocuSign, Contractor will provide DocuSign subscription and support services to VTA (“Services”). Contractor is to provide an online solution that can be used on multiple OS devices from Android, iPad, iPhone, and Windows devices. The Services should be integrated into mail exchanges of the shared documentation and allow users to sign and/or have multiple signatures on the same document. Contractor must also have centralized management of the user’s access and the accounts utilized at VTA by VTA’s authorized representative.

B. LIST OF DELIVERABLES:

Contractor will provide VTA with the deliverables set forth below:

Part No.	Description	No. of Subscribers/Quantity
APT-0272	DocuSign Enterprise Pro Edition (1 st year – 6/1/2020 – 5/30/2021)	200
APT-0075	Premier Support (1 st year – 6/1/2020 – 5/30/2021)	1
APT-0272	DocuSign Enterprise Pro Edition (2 nd year – 6/1/2021 – 5/30/2022)	200
APT-0075	Premier Support (2 nd year – 6/1/2021 – 5/30/2022)	1
APT-0272	DocuSign Enterprise Pro Edition (3 rd year – 6/1/2022 – 5/30/2023)	200
APT-0075	Premier Support (3 rd year – 6/1/2022 – 5/30/2023)	1

TIME FOR DELIVERY:

Contractor will deliver the ordered goods or services as described in the table in Paragraph B. List of Deliverables above.

**BID FORM 1-A: BIDDER ACKNOWLEDGEMENT OF ADDENDA
P20021
DOCUSIGN**

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

Note: It is the Bidder’s responsibility to obtain all addenda to this solicitation.

The Bidder hereby acknowledges receipt of the following Addenda to the solicitation documents:

Addendum No.	_____	Dated	_____		Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____		Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____		Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____		Addendum No.	_____	Dated	_____

CONTINUED 

**SMALL BUSINESS ENTERPRISE (SBE) POLICY AND REQUIREMENTS
P20021
DOCUSIGN**

1. **POLICY:** It is the policy of VTA to ensure that Small Business Enterprises (SBEs) as defined in federal regulations at 13 CFR Part 121 shall have the opportunity to participate in the performance of contracts and subcontracts financed with local funds.
 - A. Any certified DBE is eligible to participate as an SBE toward the SBE goal.
 - B. VTA's Office of Business Diversity Program encourages Contractors to call (408) 321-5962 for assistance in identifying eligible SBE firms. Listings of eligible firms are also available on the internet at the following: <https://www.vta.org/business-center/business-diversity-programs#accordion-small-business-enterprise-program>.
2. **GOAL:** There is no specific goal established for this Contract. However, Contractor is encouraged to make every effort to meet VTA's overall agency goal of 19% where possible.
3. **COUNTING TOWARD THE SBE GOAL:** SBEs may perform as Contractors, subcontractors (1st tier), or subcontractor to subcontractor (2nd tier). Only the value of the work actually performed by the SBE, including materials and supplies, will be counted toward the SBE goal.
 - A. An SBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

If an SBE does not perform or exercise responsibility of at least thirty percent (30%) of the total cost of its Contract with its own work force, or if the SBE subcontracts a greater portion of work of a Contract than would be expected on the basis of normal industry practice, then it will be presumed that the SBE is not performing a commercially useful function.
 - B. Credit for an SBE vendor of materials or supplies is limited to sixty percent (60%) of the amount to be paid to the vendor for the materials or supplies unless the vendor manufactures or substantially alters the goods. Credit for SBE brokers is limited to only the fees and commissions portion of the amount paid. All other firms receive one hundred percent (100%) credit, less work subcontracted by the SBE to non-SBE firms, toward the SBE goal.
 - C. Credit for SBE trucking firms is limited to the amount performed by the SBE's own trucks and drivers and by certified SBE trucking sub haulers. An SBE trucking firm must itself own and operate at least one fully licensed, insured and operational truck used on the Contract.
 - D. In a joint venture, only the portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the SBE performs with its own forces will be counted toward the SBE goal.

- E. During the life of a Contract, work performed by SBE firms whose certification has expired will not continue to be counted toward the SBE goal. Only work performed by a certified SBE firm will be counted toward the SBE goal when the SBE firm has been paid.
 - F. Bidders are encouraged to utilize services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in VTA's community and marketplace.
4. **AWARD OF THE CONTRACT:** VTA will award this Contract to the lowest responsible and responsive Bidder as required by federal and California laws.
5. **SUBMITTALS:** All Bidders shall submit the following:
- A. Bid Form 2-A: Listing of SBE Contractor, subcontractor(s) or supplier(s) Bidder intends to use and count toward VTA's overall agency SBE goal, with a complete description of services or supplies to be provided by each, work which the SBE further subcontracts to non-SBE firms, and the dollar value of each such subcontracting or supplies transaction.
 - B. Bid Form 2-B: Supplemental Contractor and Subcontractor Information.
6. **NONDISCRIMINATION:** The Contractor shall make VTA's contracting requirements known to subcontractors, vendors and suppliers who are certified or accepted as certifiable as SBE, as well as to non-SBE businesses, and shall provide a practical opportunity for all firms to participate in the Contract.
7. **SUBSTITUTION OF SBE SUBCONTRACTOR WITH NON-SBE SUBCONTRACTOR:** An SBE subcontractor or supplier shall not be replaced without the prior written consent of VTA. Contractor shall make good faith efforts to find another SBE subcontractor or supplier to substitute for the original SBE. The efforts employed by the Contractor shall be those that one could reasonably expect a Contractor to take if the Contractor were actively and aggressively trying to engage a certified SBE firm to substitute for an SBE firm that has to be replaced and shall include the following:
- A. Contractor shall immediately notify VTA in writing of its intent to replace a SBE firm, and of the reasons therefore, prior to any solicitation or advertisement for replacement firms. A copy of the notice shall be provided to the VTA Office of Business Diversity Program (OBDP).
 - B. VTA will provide written notice to the SBE firm of Contractor's request for substitution and of the reasons therefor and they will be requested to provide any written objections within five (5) working days.
 - C. Contractor shall utilize the following sources for identifying certified SBE firms for solicitation: California DBE Uniform Certification Program (UCP) database; California Department of General Services Small Business database; VTA SBE database.
 - D. Contractor shall provide written notice to at least five (5) firms in each work or material/supply category to be substituted. If Contractor provides written notice to fewer than (5) five firms Contractor shall explain to OBDP in writing why the number of firms solicited was sufficient. Written notice shall be sent first to firms located in the County of

Santa Clara and its contiguous counties (“local firms”) and then, where appropriate, to out-of-area SBE firms.

- E.** Contractor shall contact the SBE firms solicited to determine with certainty whether the firms are interested in bidding on the project. This follow-up shall be documented with telephone logs, fax logs or other written documentation and submitted to OBDP.
 - F.** Contractor shall provide OBDP with the following information:
 - (1)** A list and copies of all SBE and non-SBE responses to the solicitation, including all Bids received.
 - (2)** If a Bid is rejected by Contractor, the reasons for the rejection.
 - (3)** If Contractor rejected an SBE firm as unqualified, a description of the qualification assessment conducted by Contractor and the factors considered.
 - G.** A Contractor who fails to use good faith efforts to replace an SBE firm with another SBE firm may be subject to the imposition of a penalty of up to fifteen percent (15%) of the value of the work of the subcontractor or supplier replaced.
- 8. MONTHLY SBE UTILIZATION REPORT:** Contractors are required to submit a monthly SBE Utilization Report electronically to the SBE Administrator, VTA Office of Business Diversity Program. These monthly reports shall be submitted electronically and the Contractor will document the dollar value of payments to SBE firms, and the percentage of the Contract completed. VTA will monitor the Contract for compliance with SBE requirements.
- A.** This system is web-based, accessible from any computer via the internet at <https://vta.sbdbe.com>. Each Contractor and subcontractor will receive an email providing them with Log On identification, and a temporary password and instructions on how to use the system. Classroom training will also be provided. Other assistance will be provided upon request.
 - B.** Contractor will include this requirement in all of its subcontracts and purchase orders when required to provide or verify SBE utilization documentation.
 - C.** If the SBE Utilization Reports indicate potential problems, the Contractor shall meet with the appropriate VTA representative(s) to address any deficiencies and discuss appropriate corrective actions.
 - D.** Prior to final payment, Contractor will be required to submit a final SBE Utilization Report. In addition to payments to the SBEs, the final report must include payments to and other information about all other businesses, including non-SBE subcontractors, suppliers of materials, trucking firms, consultants and others.
 - E.** Failure by Contractor to submit required reports as described above may be considered grounds for a determination by VTA of nonresponsibility in consideration of Contractor’s eligibility to bid on or be awarded future work.

9. **PROMPT PAYMENT:** The Contractor must adhere to all federal and California prompt payment laws and regulations. If Contractor does not adhere to prompt payment requirements, penalties may apply.

**LISTING OF SBE CONTRACTOR OR SUBCONTRACTORS
P20021
DOCUSIGN**

Issued March 3, 2020

BID FORM 2-A

Firm: _____	Street Address: _____
City, State: _____	Zip Code: _____
Phone: _____	Fax/E-mail: _____
Age of Firm: _____	Small Business Enterprise: Yes _____ No _____
Name and Title: _____	Signature: _____ 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 a SBE regular dealer. Credit for SBE manufacturers is given at 100% toward the 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.

CREDIT FOR SBE TRUCKING FIRMS is limited to amount performed by the SBE's own trucks and drivers and by certified SBE trucking subhaulers. A SBE trucking firm must itself own and operate at least one fully licensed, insured and operational truck used on the Contract. *A SBE must be certified or accepted as Certified by VTA.* Refer to 49 CFR Part 26.

**LISTING OF SBE CONTRACTOR OR SUBCONTRACTORS
P20021
DOCUSIGN**

Issued March 3, 2020

BID FORM 2-A

Name & Address of Certified SBE	Certification Number	Agency Certifying	Age Of Firm	M* W**	Description of Work	Bid Item	Dollar Value of Contract
							\$

SBE GOALS ARE DETERMINED ON BASE CONTRACT AMOUNTTOTAL..... **Total \$**_____

Base Contract Amount:	\$
SBE Contract Amount:	\$

Goal Achieved _____ % **SBE Goal** _____ %

SBE Amounts and Base Amounts Must Exclude Alternate Bids

*Minority Type: **A** = Asian, **SA**= Subcontinent Asian, **B** = Black, **H** = Hispanic, **NA** = Native American, **O** = Other, ** Woman

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

IMPORTANT! THIS FORM MUST BE SUBMITTED WITH THE BID

**SBE SUPPLEMENTAL CONTRACTOR AND SUBCONTRACTOR INFORMATION
P20021
DOCUSIGN**

Issued March 3, 2020

BID FORM 2-B

This form shall be copied by the Bidder and distributed to all sub-Bidders. The completed forms are to be submitted with the Bid.

Date: _____
Contract Name and Number: _____
Firm Name: _____
Firm Address: _____
Phone Number: _____
Fax Number: _____
Age of Firm: _____

(Check one)						
Annual Gross Receipts						
Indicate bracket of income	Below \$500K	\$500K - \$1M	\$1M-\$4M	\$4M-\$6M	\$6-\$13M	Above \$13M

Check One:	DBE <input type="checkbox"/>	SBE <input type="checkbox"/>	Non-SBE/DBE <input type="checkbox"/>
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Ethnicity*: _____ Gender: _____ Work/Trade Category: _____

A = Asian, SA = Subcontinent Asian, B = Black, C = Caucasian, H = Hispanic, NA = Native American, O = Other

Completed by Company _____
 Email Address: _____

Valley Transportation Authority
 Office of Business Diversity Program
 3331 North First Street, Bldg. A San Jose, CA 95134-1906
If you require additional forms or information, call (408) 321-5719

QUALITY ASSURANCE AND WARRANTY PROVISION
P20021
DOCUSIGN

1. **QUALITY ASSURANCE SYSTEM POLICY:** The Contractor and/or supplier shall have and maintain an effectively defined and documented Quality Assurance System which demonstrates the Contractor and/or supplier's policy, objective and commitment to quality at all levels of the organization. This system manual or current quality program certification document shall be submitted in writing to VTA as part of the Bid package for approval. The Contractor and/or supplier shall also have the capability to ensure original design integrity, inspection, testing, adhering to Scope of Work and/or technical specification by preventing nonconformity at all stages from production through delivery.

2. **MANAGEMENT ORGANIZATION:** The Contractor and/or supplier shall have a designated quality assurance representative with the defined responsibility and authority to verify Contract conformance and initiate corrective and/or preventative actions on the occurrence of any nonconformance relating to product (systems, parts, components, materials, and services), performance, customer service, process and/or Quality Assurance System. VTA reserves the right to audit and assess the effectiveness of this Quality Assurance System organization. The Contractor and/or supplier shall:
 - 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.

**WARRANTY PROVISION
P20021
DOCUSIGN**

1. **WARRANTY:** Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor and/or supplier. Consistent with this requirement, the Contractor and/or supplier shall guarantee and warrant all products adhering to products manufacture performance requirements and VTA's specified requirements. The Contractor and/or supplier shall also have and maintain an effectively defined and documented warranty administration system that demonstrates the Contractor and/or supplier's and/or Products Manufacturer's policy, procedure and commitment to respond to and resolve product returns and warranty claims within a reasonable time. The Contractor and/or supplier is required to submit warranty policy, procedure, and forms for VTA review.

Rev. 2016.8.17

EXHIBIT P-6
INSURANCE REQUIREMENTS
for
INFORMATION TECHNOLOGY CONTRACTS
(Privacy Risk)

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

INSURANCE

Without limiting Contractor’s obligation to indemnify and hold harmless VTA, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in Contract price. In the event of any material change in the Contract Scope of Services, VTA reserves the right to change the insurance requirements set forth herein. Contractor must furnish complete copies of all insurance policies, within three (3) business days of any request for such by VTA.

A. Liability Insurance

1. Minimum Scope of Coverage

Coverage must be at least as broad as:

- a. Insurance Services Office General Liability coverage (“occurrence” form CG 0001), including Products/Completed Operations Liability. General Liability insurance written on a “claims made” basis is not acceptable.
- b. Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Contractor’s services under this Agreement. This coverage must be continuously maintained for a minimum of two (2) years following completion of this Agreement. This coverage may be written on a “claims made” basis, if so, please see special provisions in Section B.
- c. Cyber Liability (including network security coverage).

2. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- a. General Liability \$2,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If a General Liability or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability with Excess or Umbrella, but in no event may the General Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying General Liability policy, "Follow Form" coverage, and a "Drop Down" provision.
- b. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim. This requirement may be satisfied by a combination of Professional Liability with Excess or Umbrella, but in no event may the Professional Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying professional liability policy, "Follow Form" coverage, and a "Drop Down" provision.
- c. Cyber Liability: \$1,000,000 per occurrence.

3. Self-Insured Retention

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of \$50,000 (\$100,000 if Contractor is a publicly-traded company) must be declared to and approved by VTA. If Contractor is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention or deductible in excess of \$50,000, Contractor must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess Contractor's ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require Contractor to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by Contractor. Contractor may request execution of a nondisclosure agreement prior to submission of financial reports.

A. Claims Made Provisions (not applicable to General Liability)

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

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

B. Other Provisions

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

1. General Liability

- a. VTA, its directors, officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including VTA's general supervision of the Contractor; products and completed operations of the Contractor and its subcontractors; premises owned, occupied or used by the Contractor. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability General Aggregate limit must apply per project, not per policy.
- e. Products/Completed Operations Liability coverage must be maintained for a minimum of two (2) years following completion of this Contract.

2. All Coverages

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

3. Other insurance provisions

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

D. Acceptability of Insurers

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

E. Certificates of Insurance

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

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

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

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

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

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

F. Maintenance of Insurance

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

Ed. Rev. 10-1-19

**BIDDER'S QUESTIONNAIRE – EXHIBIT O
P20021
DOCUSIGN**

This questionnaire is an integral part of a Bidder's Bid, and shall be completed. Failure to provide the required information may cause rejection of your Bid. All references and information shall be current and traceable. If the Bidder is a joint venture, each shall prepare a separate form.

NAME OF BIDDER:

PRINCIPAL OFFICE

STREET ADDRESS OR P.O. NUMBER

CITY

STATE

ZIP CODE + 4

TELEPHONE

FAX

E-MAIL ADDRESS

- 1.** Are you an individual _____, a partnership _____, a corporation _____, or a joint venture _____?
(Check appropriate business structure).

If partnership, list names and addresses of partners; if corporation, list names of officers and directors and State of incorporation; if joint venture, list names and addresses of venturers and, if any venture is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.

NAME	ADDRESS

2. How many years has your organization been in business as a Contractor under your present business name? _____ years.
3. How many people are currently employed by your firm? _____ In Santa Clara County? _____
4. Of the people employed, what are the job classifications involved in the services required by this solicitation, and how many people are assigned to each classification?

JOB CLASSIFICATION	NO. OF EMPLOYEES

5. What is the location of your facility located in Santa Clara County? What is the square footage of this facility? (If the facility is not in Santa Clara County, indicate the location and square footage of the nearest facility to VTA's Administrative Offices on First Street, San Jose).

6. What are the types and number of vehicles you will use in the performance of services required by this solicitation?

TYPE	NUMBER

7. List the names of companies and public agencies that you have furnished service to within the last twelve months.

NAME AND ADDRESS:	
TYPE OF BUSINESS:	
CONTACT INFORMATION:	
NAME AND ADDRESS:	
TYPE OF BUSINESS:	
CONTACT INFORMATION:	
NAME AND ADDRESS:	
TYPE OF BUSINESS:	
CONTACT INFORMATION:	

8. List the names of companies and public agencies that you have current orders for the same or similar service.

NAME AND ADDRESS:	
TYPE OF BUSINESS:	
CONTACT INFORMATION:	
NAME AND ADDRESS:	
TYPE OF BUSINESS:	
CONTACT INFORMATION:	
NAME AND ADDRESS:	
TYPE OF BUSINESS:	
CONTACT INFORMATION:	

9. Have you or your organization, or any officer or partner thereof, failed to complete a contract? If so, give details:

10. Is any litigation pending against your organization? If so, give details:

11. Are you a certified SBE/DBE? If yes, with which agency do you hold your certification:

The undersigned certifies that (s)he is legally authorized by the Bidder to make the statements and representations contained in this document, and represents and warrants that the foregoing information is true and accurate to the best of his knowledge, and intends that the Santa Clara Valley Transportation Authority, Santa Clara County, California, rely thereon in evaluating the Bidder.

NAME OF COMPANY

SIGNATURE

PRINTED NAME/ TITLE

DATE

**“NO BID” RESPONSE FORM - EXHIBIT I
P20021
DOCUSIGN**

If no Bid is to be submitted, detach this sheet from the Solicitation, complete the information below, and fax the form to the attention of the Buyer listed on page 1 of this solicitation at the fax number above.

Reason for not submitting a Bid:

- Do not provide this service.
- Unable to obtain required insurance.
- Unable to obtain required bonding.
- Not equipped to handle this project.
- Do not carry this item.
- Not within the scope of our capabilities.
- Insufficient bidding time.
- Unable to identify items.
- Can supply item, however, cannot be competitive.
- Cannot comply with delivery/performance period.
- Project size is too large.
- Project size is too small.
- Not interested in this type of project.

Explain:

Cannot comply with Specification:

Explain:

Other:

Explain:

SIGNATURE

/ / 20

DATE

PRINT NAME

E-MAIL ADDRESS

FIRM

TELEPHONE FAX



**SAMPLE CONTRACT
BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
CONTNAME
FOR
DOCUSIGN**

CONTRACT NO. P20021

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

- A. CONTRACT COMPONENTS:** This Contract and all of the documents listed below, which are attached as exhibits, are collectively known and referenced as “Contract P20021” or “Contract.” The documents below constitute the entire agreement between the parties hereto.

Contract P20021 components:

1.	Exhibit 1	Invitations for Bid – P20021 DocuSign and any addenda thereto (the “IFB”)
2.	Exhibit 2	Contractor Price Sheet dated Month XX, 2020
3.	Exhibit 3	Other required Exhibits
4.	Exhibit 4	Other required Exhibits

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

- B. SCOPE OF WORK:** Contractor shall provide the services as stated in the **Contractor Price Sheet dated Month XX, 2020 (Exhibit 2)**, and **the Scope of Work in IFB P20021** (“Services”), which shall include, without limitation, all licensed materials, any and all professional services, and support services (hereinafter “Deliverables”).
- C. TERM OF CONTRACT:** The term of this Contract shall commence on June 1, 2020 and continue through May 31, 2023 unless otherwise earlier terminated pursuant to the terms and conditions set forth herein).



D. CONTRACT PRICE: VTA shall pay Contractor at the agreed-upon payment structure in the not-to-exceed amount of \$XXXXXX (including tax) in accordance with the **Contractor Price Sheet dated Month XX, 2020 (Exhibit 2)** and the Special Conditions in IFB.

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

1. AUTHORIZED REPRESENTATIVES:

VTA:

Mary Talentinow
Acting Chief Procurement Officer
3331 N. First Street, Bldg. A
San Jose, CA 95134-1906

Contractor's Company Name

Name

Title

Address

Address

Email

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

3. POINTS OF CONTACT: The Points of Contact listed below are authorized to communicate regarding Contract matters, except in the case where correspondence regarding legal notices must be addressed to the Authorized Representatives.

VTA:

Kathy Cheng
Buyer III
3331 N. First Street, Bldg. A
San Jose, CA 95134-1906
Email: Kathy.Cheng@vta.org



Contractor’s Company Name.

Name
Title
Address
Phone:
Email:

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

In witness whereof, VTA and CONTRACTOR have executed this Contract P20021 as of the last date set forth below.

Santa Clara Valley Transportation Authority

Contractor’s Co. Name.

Nuria I. Fernandez Date
General Manager/CEO

Name Date
Title

Approved as to Form:

Shannon Smyth-Mendoza Date
Sr. Assistant Counsel for VTA