

INVITATION FOR BIDS

P20042

HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS



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

Buyer	David Ossom
<u>Key IFB Dates</u>	
Date Issued	OCTOBER 8, 2020
Submit Questions	OCTOBER 15, 2020 by 5:00 PM P.T.
Submit Bids:	NOVEMBER 5, 2020 by 2:00 PM P.T.

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**INVITATION FOR BIDS
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HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS

- 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") submitted. 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
David Ossom	OCTOBER 8, 2020	NOVEMBER 5, 2020	P20042
Phone (408) 321-5818 FAX (408) 955-9729 e-mail: David.Ossom@vta.org	<ul style="list-style-type: none"> • Last Day to ask Questions: OCTOBER 15, 2020; by 5:00 PM P.T. • Bids will be received until 2:00 PM P.T. on the above closing date. 		

- CONTRACT TITLE:** HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS
- BID OPENING TIME & LOCATION:** Each bidder ("Bidder") must submit its sealed Bid no later than 2:00 PM P.T. on NOVEMBER 5, 2020 through email to: eSubmission@vta.org or at the Santa Clara Valley Transportation Authority's Procurement, Contracts and Materials Management Department at 3331 North First Street, Building B, San Jose, CA 95134, and, at that time, publicly opened and read. No Bids will be received or accepted after 2:00 PM Pacific Time on NOVEMBER 5, 2020.

The Bid opening broadcast will also be available online. Email Buyer on or before 5:00PM P.T. on OCTOBER 30, 2020 for receiving an email invitation to join the online Bid opening.

3. **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)
- Listing of SBE Contractor or Subcontractors (Bid Form 2-A)
- Supplemental Contractor and subcontractor Information (Bid Form 2-B)
- Instructions to Bidders
- Special Conditions
- VTA Standard Terms and Conditions
- Exhibit M-1 – Insurance Requirements
- Exhibit O – Bidder’s Questionnaire
- Exhibit I – “No Bid” Response Form

4. **TERM OF CONTRACT:** The term of the contract (“Contract”) awarded to the successful Bidder (herein also referred to as the “Contractor”) will be five (5) years from date of award by VTA.

CONTRACT TYPE: VTA anticipates the award of a firm, fixed-price Contract as a result of this solicitation. VTA anticipates the award of a requirements contract as a result of this solicitation.

This is an exclusive contract. Except as the Contract otherwise provides, VTA shall order from the Contractor all the goods or services specified in the Scope of Work and/or Schedule of Prices and Estimated Quantities that are required to be purchased by VTA. The quantities of the various unit price items or services specified in the Scope of Work and/or Schedule of Prices and Estimated Quantities are the estimated total quantities of such items or services required by VTA. The estimate is not a representation to Contractor that the estimated quantities will be required or ordered, or that conditions affecting requirements will be stable or normal. The estimates are not in any way guaranteed and will not form any basis for any claims or damages including, but not limited to, lost profits should the estimates change in any way.

5. **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.

6. **INSURANCE:** Each prospective Bidder (herein referred to as the “Bidder” or “Contractor”) is cautioned to review the insurance requirements of this solicitation. See Exhibit M-1.
7. **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.

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 must be extended to VTA.

8. **PRICE INCREASE:** [OMITTED].
9. **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. Destination is defined for purposes of this Contract as the VTA Yard locations as specified under Delivery or on the individual purchase orders associated with this Contract. Any exception to this policy may deem the Bid non-responsive.
10. **INVOICE BILLING/PAYMENT TERMS:** Invoices must 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.

11. **SPECIFICATIONS:** See Scope of Work.
12. **QUANTITIES:** See CONTRACT TYPE section (above), Scope of Work, and the Schedule of Prices and Estimated Quantities.
13. **BIDS:** All Bids must be received in either way described below:
 - A. by mail or courier in sealed envelopes with the Bidder’s company name, Bid number, closing date and time noted on the outside of the envelope, or
 - B. by email to eSubmission@vta.org with “IFB P20042 Bid Submission” in the email subject line. The Bid submittal, as described in Paragraph 17 of this IFB, must be sent as separate attachment in the email. Please name each attachment properly, for example, the electronic file of Bid Form 1-A Bidder Acknowledgement of Addenda should be named as “Bid Form 1-A Bidder Acknowledgement of Addenda” and sent via email as attachment. Bidder will receive an email acknowledging VTA’s receipt of the electronic Bid via email.”
14. **AWARD CRITERIA:** Contracts will 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 sheet that is a part of these Bid Documents.

15. SOLICITATION SUBMITTALS: Your Bid submittal should include the following forms which are included in this IFB:

BID FORM 1-A: BIDDER ACKNOWLEDGEMENT OF ADDENDA.....	32
BID FORM 1-B: SCHEDULE OF PRICES AND ESTIMATED QUANTITIES (Attached)	
BID FORM 2-A.....	37
BID FORM 2-B.....	39
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SAMPLE CONTRACT.....	59

16. Q/A AND WARRANTY PROGRAMS SUBMITTALS:

All QA and warranty submittals must 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.

17. DELIVERY ADDRESS: The delivery address (within Santa Clara County) is listed on the following page.

<p>Santa Clara Valley Transportation Authority A. NORTH COACH DIVISION 1235 L 'Avenida Mountain View, CA 94040 Receiving Hours: 7:30AM-4:00PM</p>	<p>Santa Clara Valley Transportation Authority B. DON PEDRO CHABOYA 2240 South 7th Street San Jose, CA 95112 Receiving Hours: 6:30AM-2:30PM</p>
<p>Santa Clara Valley Transportation Authority C. CERONE OVERHAUL & REPAIR DIVISION 3990 Zanker Road San Jose, CA 95134 Receiving Hours: 6:00AM-2:30PM</p>	<p>Santa Clara Valley Transportation Authority D. CERONE MINOR MAINTENANCE DIVISION 3990 Zanker Road San Jose, CA 95134 Receiving Hours: 6:00AM-2:30PM</p>
<p>Santa Clara Valley Transportation Authority E. LIGHT RAIL DIVISION 101 West Younger Avenue San Jose, CA 95110 Receiving Hours: 7:30AM-4:00PM</p>	

18. 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:** In connection with performance of this Contract, Contractor shall fully comply with VTA policy and procedures pertaining to utilization of SBE firms, and with the **3.86 percent (3.86%)** SBE goal for dollar amount by certified SBE firms for services provided 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

19. 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 must 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 must 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.

20. 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 "Doing Business with VTA" and then select "Get Registered". The system will take you to the registration page where you will enter all your registration information. In the "NAICS Email Subscription Settings" check the box "New Solicitation and Updates, Including Plan Holder Updates". Then check all the NAICS code boxes for the categories of business that represent your company.

Once you are confirmed as a registered vendor, click the "View Solicitations" link on the page. This will take you to the "Procurements" page where you will select this solicitation. Once you are on the page for this solicitation, you will need to register and log in to download the solicitation documents. You do this by entering in your email address and password in the boxes indicated. You will finalize your registration by downloading all the solicitation documents. This will register you as a plan holder for this solicitation.

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

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

21. EXERCISE OPTIONS: [OMITTED].

INSTRUCTIONS TO BIDDERS
P20042
HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS

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 must 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 will 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 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.

3. BIDDER QUALIFICATIONS AND ELIGIBILITY FOR AWARD:

- A. Each Bidder must complete, and submit with the Bid, the Bidder's Questionnaire contained in these documents. If the Bidder is a joint venture, each joint venturer must prepare and submit a separate form. Failure to complete and return the Bidder's Questionnaire may be grounds for rejection of the Bid.
- B. 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.
- C. 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.
- D. Bids deviating or taking exception to the solicitation requirements will not be considered.
- E. Bidder must have the equipment, organization, facilities and financial capability to perform the services required by this solicitation.

- 4. PROTESTS:** The following procedures must 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 must 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, must be filed within five (5) working days of issuance of the Notice of Recommended Award. Protests must contain a statement of the grounds for protests and supporting documentation. Protestor will be notified of VTA's final decision prior to issuance of Award.

Protestors will have an opportunity to appear and be heard before the 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 must be in writing only and be addressed in either way described below:

- i. by mail to the following address:
**Santa Clara Valley Transportation Authority
Procurement, Contracts and Materials Management Department
Attention: Chief Procurement Officer
3331 North First Street, Building B
San Jose, California 95134**
- ii. by email to Chief Procurement Officer: John.White@vta.org. Please state "P20042 DocuSign - Protest" in the email subject line.

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 will 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 must 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, either by email submission with “IFB P20042 Bid Submission” in the email subject line; or by mail or courier 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.

If you have any questions, please do not hesitate to email me at David.Ossom@vta.org or call (408) 321-5818.

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 must, 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.

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.

10. 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.

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

12. 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 P20042 for HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS.” 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:

David Ossom, Buyer III

3331 N. First Street, Bldg. A

San Jose, CA 95134-1906

David.Ossom@vta.org

STANDARD TERMS AND CONDITIONS
P20042
HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS

1. **ACCEPTANCE:** VTA will not be bound by the terms and conditions stated in these IFB Documents until a Contract is appropriately executed between VTA and Contractor or VTA accepts deliveries against the purchase order. These Bid Documents will be deemed incorporated into the Contract, and the Contractor will 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 will be deemed to have accepted the terms and conditions set forth herein; any additional or different terms proposed by Contractor will not be deemed a part the Contract unless expressly assented to in writing by VTA.

2. **TERMINATION AND SUSPENSION:**
 - A. **FOR NON-APPROPRIATION OF FUNDS:** VTA may terminate the Contract without liability, penalty, or further obligation to make payments if funds to make payments under this Contract are not appropriated or allocated by VTA for such purpose.

 - B. **TERMINATION FOR CONVENIENCE:** The VTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the VTA's best interest. VTA must pay the Contractor its costs, including contract close-out costs, and profit on work performed up to the time of such termination. The Contractor must promptly submit its termination claim to VTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the VTA, the Contractor will account for the same, and dispose of it in the manner the VTA directs.

 - C. **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 must 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) working 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 will be relieved of any obligation of further payment to Contractor and may complete the remainder of the Contractor's obligations by itself or using an alternative, third-party contractor. The reasonable additional cost to VTA for completing the remaining Contractor obligations will be deducted from any sum due the Contractor and the balance, if any, will be paid to the Contractor upon demand. The foregoing will be in addition to any other legal or equitable remedies available to VTA.

- D. **RESTRICTION AGAINST MANUFACTURING IN ADVANCE OF REQUIREMENTS:** Unless otherwise authorized in writing by VTA, Contractor will not make commitments for materials nor fabricate in advance of time necessary to permit shipment on delivery dates. In the event of termination of this Contract, no claim will be allowed for goods or materials manufactured or procured in advance of such schedule.

3. WARRANTY:

- A.** Contractor expressly warrants that all services covered by this Contract will conform to the specifications or other descriptions upon which this Contract is based and will be fit and sufficient for the purpose intended.
- B.** Contractor agrees to re-perform any services not conforming to the foregoing warranty promptly, without expense to VTA, when notified of such nonconformity by VTA. In the event of failure by Contractor to correct defects in or re-perform non-conforming services promptly, VTA, after reasonable notice to Contractor, may make such corrections or re-perform such services and charge Contractor for the cost incurred by VTA thereby.
- C.** VTA may, at its option, require Contractor to grant full refund or credit to VTA, in lieu of re-performance, with respect to any item VTA is entitled to reject hereunder. VTA will have the right to cancel this order or any partial order if service conforming to specifications will not be ready at the time and in the quantities herein set forth. The foregoing will be in addition to any legal remedies available to VTA.

4. FORCE MAJEURE: An event of force majeure refers to an event beyond the control and without the fault or negligence of the Party affected which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- Acts of God (such as, but not limited to earthquakes, flood, fire or other physical natural disaster)
- War, hostilities (whether declared or not), invasion, acts of terrorism, civil war, rebellion, revolution, requisition
- Contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- A.** Neither Party is responsible for any failure to perform its obligations under this Contract if it is prevented or delayed in performing its obligations by an event of force majeure.
- B.** Where there is an event of force majeure, the Party prevented from or delayed in performing its obligations under this Contract (“Affected Party”) must immediately notify the other Party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that Party from, or delaying that Party in, performing its obligations under the Contract, and the Affected Party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Contract and must use reasonable efforts to fulfill its obligations under the Contract.
- C.** Upon completion of the event of force majeure, the Affected Party must, as soon as reasonably practicable, re-commence the performance of its obligations under this Contract.

5. CHANGES: VTA shall have the right at any time prior to the delivery date of the services or goods to make changes in drawings, designs, specifications, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for performance, or otherwise affect any other provision of this Contract, a mutually agreed upon adjustment shall be made and this Contract shall be modified in writing accordingly. Any claim by Contractor for adjustment under this clause shall be deemed waived unless made in writing within

ten (10) working days after receipt by Contractor of notice of such change. Price increases or extensions of time for delivery shall not be binding on VTA unless evidenced by a written change order executed by an authorized agent of VTA.

6. **VTA's PROPERTY:** The Contractor agrees that any documentation and equipment or material, including drawings, patterns and specifications, supplied or paid for by VTA shall be and remain VTA's properties and shall be held by the Contractor for VTA unless directed otherwise by VTA. The Contractor will account for such items and keep them in good/working condition and fully covered by insurance at all times without expense to VTA.
7. **ASSIGNMENTS AND SUBCONTRACTING:** This Contract and any payments to be made hereunder may not be assigned, subcontracted or transferred without the prior written approval of VTA.
8. **WAIVER:** VTA's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or VTA's waiver of any breach hereunder will not thereafter waive any other terms, conditions, rights or privileges.
9. **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 will have the right, upon written notice to Contractor and without liability, to cancel this Contract with respect to any portion thereof not complete.
10. **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 will be incorporated herein.
11. **COMPLIANCE WITH LAWS:** Contractor warrants that all services performed have been performed in compliance with, and Contractor agrees to be bound by, all applicable federal, state and local laws, orders, rules and regulations.
12. **THIRD PARTIES NOT TO BENEFIT:** This Contract is binding upon and will inure to the benefit of the parties hereto and their successors and permitted assigns but will not inure to the benefit of any third party or other person.
13. **AUDIT AND RECORDS:**
 - A. Contractor must 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 services 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 services. All checks, payrolls, invoices, contracts and other accounting documents pertaining in whole or in part to the services must be clearly identified and readily accessible.
 - B. For the duration of the Contract, and for a period of three (3) years thereafter, VTA, its representatives and the state auditor will 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.

14. 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 the Contract. For breach or violation of this warranty, VTA will have the right to rescind this Contract without liability.

B. INTEREST OF PUBLIC OFFICIALS: No Board Member, officer or employee of the VTA during his or her tenure or for two years thereafter will have any interest, direct or indirect, in this Contract or the proceeds thereof.

C. INTEREST OF THE CONTRACTOR: The Contractor covenants that neither it, nor its officers, directors or agents, presently has any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest will knowingly be employed.

15. NONDISCRIMINATION: During performance of this Contract Contractor its employees and sub-Bidders must 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, and the denial of family care leave. Contractor must ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment.

16. CONFIDENTIALITY AND PUBLICITY: Without the written consent of VTA, Contractor must not disclose to third parties other than its employees or authorized sub-Bidders or disclose or use for any purpose other than performance of the services any information provided to Contractor by VTA in connection with performance of this Contract, or any information developed or obtained by Contractor in the performance of this Contract, unless: (1) the information is known to Contractor prior to obtaining same from VTA or performing services under this Contract; (2) the information is, at the time of disclosure by Contractor, then in the public domain; or (3) 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.

17. SEVERABILITY: If any of the provisions(or portions or applications thereof) of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Contractor will 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 will not be affected thereby.

18. NOTICES: Notices provided for under this Contract will be provided in writing and addressed to VTA's authorized representative.

- 19. INDEPENDENT CONTRACTOR:** Contractor is an independent Contractor and not the agent or employee of VTA in performing its services under this Contract.
- 20. ENTIRE CONTRACT:** This Contract constitutes the entire contract between VTA and Contractor relating to the subject matter hereof and supersedes any previous contracts or understandings, oral or written.
- 21. AMENDMENT:** Except as expressly provided herein, the provisions of this Contract will not be altered, modified or amended except through the execution of a written amendment executed by VTA and Contractor.
- 22. DAYS:** For purposes of this Contract, all references herein to “day” will mean calendar day, unless specified otherwise. All references to “calendar day” will mean any day, including Saturday, Sunday and all legal holidays. All references to “working day” will mean any business day, excluding Saturdays, Sundays and legal holidays.
- 23. 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.
- 24. 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.
- 25. INDEMNIFICATION AND DEFENSE OF CLAIMS:**

A. INDEMNITY AND DEFENSE OF CLAIMS:

1. General Indemnification and Defense of Claims:

- i. Contractor must indemnify and hold harmless VTA, any public agencies within whose jurisdiction, on whose behalf, or on whose property the Contract is being performed, any party VTA is contractually obligated to identify in this Contract as an indemnitee, and each of their respective Board of Directors, Board of Supervisors, Councils, individual board members, officers, agents, employees, and consultants (each an “Indemnitee”; collectively, the “Indemnitees”) from and against any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, or fees and costs (including reasonable attorneys’ and experts’ fees and costs) (each, a “Claim” and collectively, the “Claims”) arising out of, pertaining to, caused by, or in any way relating to the performance of this Contract, including compliance or non-compliance with the terms of this Contract, by Contractor and/or its agents, employees, suppliers, or subcontractors, whether such Claims are based upon a contract, personal injury, death, property damage, or any other legal or equitable theory whatsoever.
- ii. Contractor must, at its own expense, and upon written request by VTA or any individual Indemnitee, immediately defend any suit, action, proceeding, dispute, or demand brought against any Indemnitee founded upon, alleging, or implicating any Claims covered by Contractor’s indemnity obligation set forth above in subparagraph (i) immediately above

and regardless of whether Contractor and/or any of its agents, employees, suppliers, or subcontractors, was, in fact, liable. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused by the sole or active negligence or willful misconduct by VTA or its agents, servants, or independent contractors who are acting on behalf of VTA, VTA will promptly reimburse Contractor for costs of defending the Indemnitees in such action incurred by Contractor, but only in proportion to the sole or active negligence or willful misconduct of VTA or its agents, servants, or independent contractors who are acting on behalf of VTA.

2. Infringement Indemnification and Defense of Claims:

- i. Contractor must indemnify and hold harmless the Indemnitees from and against any and all Claims 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 (including but not limited to patents, copyrights, trade secrets, service marks, and trademarks) by the goods and/or services provided by Contractor hereunder (referred to as “Goods” and “Services” for purposes of this Infringement Indemnification and Defense of Claims provision), or use of any of the aforementioned.
- ii. Contractor must, at its own expense, and upon written request by VTA or any individual Indemnitee, immediately defend any suit, action, proceeding, dispute, or demand brought against any Indemnitee founded upon, alleging, or implicating any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, or fees and costs covered by Contractor’s indemnity obligation set forth in subparagraph (i) immediately above and regardless of whether Contractor and/or any of its agents, employees, or subcontractors did, in fact, infringe any intellectual property rights.
- iii. If any part of the Goods and/or Services is, or in Contractor’s reasonable judgment is likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party intellectual property right, Contractor must, at its expense and option, do one of the following: (a) procure for VTA the necessary right to continue using the Goods and/or Services; (b) replace or modify the infringing portion of the Goods and/or Services 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, take back any infringing portion of the Goods, and refund to VTA a pro-rated amount of any fees paid for the infringing portion of the Goods and/or Services. The remedies set forth in this subparagraph (iii) are in addition to, and not in lieu of, all other remedies that may be available to VTA, including the indemnification rights under this Indemnity and Defense of Claims provision.
- iv. Contractor will have no liability or obligation hereunder with respect to any Claim to the extent the Claim is based upon (a) modifications, alterations, combinations, or enhancements by VTA of the Goods and/or Services that is not authorized by Contractor or (b) VTA’s continuation of allegedly infringing activity after being notified thereof.
- v. **Infringement Indemnification Procedures:** Contractor’s obligations under the Infringement Indemnification and Defense of Claims section are expressly conditioned on the following: VTA will (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 the foregoing indemnification and defense obligations 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 this Contract and remain in full force and effect.

**SPECIAL CONDITIONS
P20042**

HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS

1. **COMPENSATION:** As full consideration for the satisfactory performance of the Contract by the Contractor, VTA will 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) will be included in the bid as a separate line item.
4. **INVOICING AND PAYMENTS:**

- A. The Contractor must 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 B
SAN JOSE, CA 95134-1906
or
VTAAccountsPayable@VTA.org**

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

SCOPE OF WORK
P20042
HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS

1. REQUIREMENTS CONTRACT:

- (a) This is a requirements contract for the goods or services specified in the Contract. The quantities of goods or services specified herein are estimates only and are not purchased by this Contract. Except as this Contract may otherwise provide, if VTA's requirements do not result in orders in the quantities described as "estimated" herein, that fact shall not constitute the basis for an equitable price adjustment.
- (b) The Contractor shall furnish to VTA all goods or services specified herein and called for by purchase orders issued in accordance with the Contract.
- (c) VTA may issue purchase orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Except as this Contract otherwise provides, VTA shall exclusively order from the Contractor all the goods or services specified herein that are required by VTA.
- (e) This Contract will only be effective for the period stated in the Contract, however, the parties may separately agree for accelerated delivery.
- (f) If VTA urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this Contract, and if the Contractor will not accept an order providing for the accelerated delivery, VTA may acquire the urgently required goods or services from another source, which will not constitute a breach of this Contract.
- (g) Any purchase order issued during the effective period of this Contract but not completed within that period must be completed by the Contractor within the time specified in the order. This Contract will govern the Contractor's and VTA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

2. STOCKING AND DELIVERY: The Contractor will be required to visit each of the work locations listed below (at a day and time pre-arranged with VTA for each location) and perform the following services:

- A. Label all bins and create an inventory list for each location. (VTA will provide min/max levels for each product to be stocked for each location.) Each inventory list must include columns for: part descriptions, min/max levels, approximate lead-times, actual inventory counts, present backorders, and pricing for suggested purchases.
- B. Service every location once each week to stock bins with previous week's order, check inventory levels, and to get signature approval from **authorized personnel only** on a completed inventory list for any new orders. VTA will provide Contractor with a list of authorized personnel upon award of the

Contract and update such list as necessary during the term of the Contract.

- C. Contractor must rotate all stock so as to encourage *First in First Out (FIFO)* usage to prevent shelf-life expiration.
- D. Once each quarter the Contractor will be required to present each location and the buyer with a quarterly quantity usage report for each part on the most recent inventory list.
- E. The Contractor will notify each VTA location within twenty-four (24) hours of receiving an order of any back-ordered product that cannot be supplied by the next scheduled visit.

3. FACILITIES INCLUDED (LISTED BELOW):

Santa Clara Valley Transportation Authority A. NORTH COACH DIVISION 1235 L 'Avenida Mountain View, CA 94040 Receiving Hours: 7:30AM-4:00PM	Santa Clara Valley Transportation Authority B. DON PEDRO CHABOYA 2240 South 7th Street San Jose, CA 95112 Receiving Hours: 6:30AM-2:30PM
Santa Clara Valley Transportation Authority C. CERONE OVERHAUL & REPAIR DIVISION 3990 Zanker Road San Jose, CA 95134 Receiving Hours: 6:00AM-2:30PM	Santa Clara Valley Transportation Authority D. CERONE MINOR MAINTENANCE DIVISION 3990 Zanker Road San Jose, CA 95134 Receiving Hours: 6:00AM-2:30PM
Santa Clara Valley Transportation Authority E. LIGHT RAIL DIVISION 101 West Younger Avenue San Jose, CA 95110 Receiving Hours: 7:30AM-4:00PM	

INVENTORY PARTS:

The inventory items listed on this and following pages are covered by this Contract, however are NOT bin stock items.

VTA PART #	DESCRIPTION	Manufacturer	OEM Part #	UOM	EST USAGE per YEAR
INVENTORY PARTS:					
23463	Hose Surge Tank	Parker	Parker 919-0808-6-6-6-24	EA	2
23500	Hose Clamp- 4.00 Inch	Breeze	BREEZE CLAMP B9224-0406	EA	250
23510	4 Inch Clamp	Dixon	DIXON STBC 400	EA	10
40635	Valve Check Fuel	Swagelok	SWAGELOK #B-8CP-1/3	EA	40
53379	Engine Oil Drain Valve 1/2" - 20 UNF	Fumoto	FUMOTO F-101	EA	2
75499	Hose Assembly	Parker	PARKER 213-0639-16-16-16-69	EA	1
75500	Hose Assembly	Parker	PARKER 213-0606-16-16-16-72	EA	1
75502	Hose Assembly	Parker	PARKER 213-0606-8-8-8-61	EA	1
105314	Hose Assembly	Parker	PARKER 919-06 #61-16-16-16-24	EA	2
115637	Union/Adaptor Wabco Compressor	Parker	PARKER M27-3/4F80HGS	EA	10
122144	Tubing- Polyurethane USSC Operators Seat	Parker	PARKER U-42-BLK-050 (50'roll)	EA	2
122143	Tee Fitting for Op. Seat Air Line	Parker	PARKER ATU4-MG	EA	15
122142	Elbow for Op. Seat Air Line	Parker	PARKER A4EU4-MG	EA	15
122178	1/4" Stem Adapter	Parker	PARKER A4TMC4-MG	EA	15
124500	Oil Drain Valve 1/2" - 20 UNF	Fumoto	Fumoto F-104	EA	350
NON-INVENTORY PARTS					
HOSE, FUEL LINE:GATES PART #					
	HOSE- FUEL,PVC,EMISSION 5/16" ID - 25' ROLL	Gates	27003	EA	5

VTA PART #	DESCRIPTION	Manufacturer	OEM Part #	UOM	EST USAGE per YEAR
	HOSE-FUEL,PVC,EMISSION 1/4" ID - 25' ROLL	Gates	27002	EA	5
	HOSE-FUEL,PVC,EMISSION 3/8" ID - 25' ROLL	Gates	27004	EA	5
HOSE, HEATER:					
	HEATER HOSE, 1/2" ID 50 FOOT ROLLS	Gates	28410	ROLL	4
	HEATER HOSE, 5/8" ID 50 FOOT ROLLS	Gates	28411	ROLL	4
	HEATER HOSE, 3/4" ID 50 FOOT ROLLS	Gates	28412	ROLL	8
HOSE, NYLON TUBING:					
	NYLON TUBING,AB PFT TYPE A, SAE J 844 TYPE A, 1/4" OD	Parker	PFT-4A-BLK	FOOT	200
	NYLON TUBING,AB PFT TYPE B, SAE J 844 TYPE B, 3/8" OD	Parker	PFT-6B-BLK	FOOT	100
	NYLON TUBING,AB PFT TYPE B, SAE J 844 TYPE B, 1/2" OD	Parker	PFT-8B-BLK	FOOT	100
HOSE, PUSH-LOK:					
	HOSE, PUSH-LOK 1/4" ID	Parker	831-4	FOOT	250
	HOSE, PUSH-LOK 1/4" ID	Parker	831-5	FOOT	125
HOSE, RADIATOR:					
	HOSE, RADIATOR 1- 1/8" ID IN 3' LENGTHS	Gates	24218	EACH	50
	HOSE, RADIATOR 1- 1/4" ID IN 3' LENGTHS	Gates	24220	EACH	25
	HOSE, RADIATOR 1- 1/2" ID IN 3' LENGTHS	Gates	24224	EACH	15
HOSE, RADIATOR "BY-PASS":					
	HOSE, RADIATOR CURVED "BY-PASS"	Gates	20338	EACH	10
HOSE, RADIATOR, CURVED:					
	HOSE, RADIATOR, CURVED	Gates	20230	EACH	10
	HOSE, RADIATOR, CURVED	Gates	20538	EACH	10

VTA PART #	DESCRIPTION	Manufacturer	OEM Part #	UOM	EST USAGE per YEAR
HOSE, R134A & R22 REFRIGERANT:					
	HOSE, REFRIGERANT, A/C, 13/32 ID. Min Bend Radius = 5"	Parker	285-8	FOOT	100
	HOSE, REFRIGERANT, A/C, 1/2 ID. Min Bend Radius = 5.5"	Parker	285-10	FOOT	100
	HOSE, REFRIGERANT, A/C, 5/8 ID. Min Bend Radius = 6.5"	Parker	285-12	FOOT	100
HOSE, MEDIUM PRESSURE:					
	HOSE, 3/16" ID Min Bend Radius = 3"	Parker	206-4	FOOT	1000
	HOSE, 1/4" ID Min Bend Radius = 3.5"	Parker	206-5	FOOT	1000
	HOSE, 5/16" ID Min Bend Radius = 4"	Parker	206-6	FOOT	1000
	HOSE, 13/32" ID Min Bend Radius = 5"	Parker	206-8	FOOT	2000
	HOSE, 7/8" ID Min Bend Radius = 7.5"	Parker	206-16	FOOT	1000
HOSE, SILICON HEATER:					
	HOSE, SILICON HEATER 3/8" ID Min. Bend Radius = 2"	Parker	848-6	FOOT	500
	HOSE, SILICON HEATER 1/2" ID Min. Bend Radius = 2"	Parker	848-8	FOOT	500
	HOSE, SILICON HEATER 3/4" ID Min. Bend Radius = 3"	Parker	848-12	FOOT	500
FIRESLLEEVE HOSE PROTECTOR:			PARKER PART #		
	FIRESLLEEVE HOSE PROTECTOR	Parker	FS-F16	FOOT	250
	FIRESLLEEVE HOSE PROTECTOR	Parker	FS-F22	FOOT	250
	FIRESLLEEVE HOSE PROTECTOR	Parker	FS-F28	FOOT	250
HOSE, SILICON HEATER-COOLANT:			FEDERAL PART #		
	HOSE, SILICON HEATER/COOLANT 1" DIA. 3' LENGTHS	Federal	5515 SERIES SILICON	EACH	25

VTA PART #	DESCRIPTION	Manufacturer	OEM Part #	UOM	EST USAGE per YEAR
	HOSE, SILICON HEATER/COOLANT 1-1/8" DIA. 3' LENGTHS	Federal	5515 SERIES SILICON	EACH	75
	HOSE, SILICON HEATER/COOLANT 1-1/4" DIA. 3' LENGTHS	Federal	5515 SERIES SILICON	EACH	50
	HOSE, SILICON HEATER/COOLANT 1-3/8" DIA. 3' LENGTHS	Federal	5515 SERIES SILICON	EACH	50
	HOSE, SILICON HEATER/COOLANT 2-1/2" DIA. 3' LENGTHS	Federal	5515 SERIES SILICON	EACH	50
	HOSE, SILICON HEATER/COOLANT 2-3/4" DIA. 3' LENGTHS	Federal	5515 SERIES SILICON	EACH	50
	HOSE, SILICON HEATER/COOLANT 1-1/8" DIA. 12' LENGTHS	Federal	5515 SERIES SILICON	EACH	50
HOSE, TEFLON, SS BRAID:					
	HOSE, TEFLON SS BRAID 3/16" ID Req. Max Working Pressure 3000 PSI	Parker	919-4	FOOT	300
	HOSE, TEFLON SS BRAID 5/16" ID Req. Max Working Pressure 3000 PSI	Parker	919-6	FOOT	300
	HOSE, TEFLON SS BRAID 13/32" ID Req. Max Working Pressure 3000 PSI	Parker	919-8	FOOT	300
	HOSE, TEFLON SS BRAID 7/8" ID Req. Max Working Pressure 3000 PSI	Parker	919-16	FOOT	300
HOSE, WINDSHIELD WIPER:					
	HOSE, WINDSHIELD WIPER SAE J50A (1986) 5/32" ID 50' COILS	Gates	22072	COIL	10
	HOSE, WINDSHIELD WIPER SAE J50A (1986) 7/32" ID 50' COILS	Gates	22073	COIL	10
HOSE, WINDSHIELD WASHER& VACUUM:					

VTA PART #	DESCRIPTION	Manufacturer	OEM Part #	UOM	EST USAGE per YEAR
	HOSE, WINDSHIELD WASHER & VACUUM 5/32" ID 50 FOOT COILS	Gates	27042	COIL	5
	HOSE, WINDSHIELD WASHER & VACUUM 7/32" ID 50 FOOT COILS	Gates	27043	COIL	5
	HOSE, WINDSHIELD WASHER & VACUUM 1/4" ID 50 FOOT COILS	Gates	27044	COIL	5
HOSE KIT SILICON:					
	HOSE KIT, SILICON	Gillig	06-24996	KIT	10
HOSE KIT FIREWALL:					
	HOSE KIT, SILICON, FIREWALL	Gillig	08-34995	KIT	5
HOSE KIT TURBO CHARGER OIL:					
	HOSE KIT, TURBOCHARGE OIL SUPPLY LINE	Gillig	08-41574	KIT	5
ADAPTER HOSE:					
	MALE ADAPTER SAE 070102 SAE (JIC) 37 degree flair	Parker	0103-12-8	EACH	60
	ELBOW 90 DEGREE MALE SAE 070202 SAE (JIC) 37 degree flair	Parker	6-12 CTX	EACH	30
DRAIN COCKS, BRASS:					
	INTERNAL SEAT DRAIN COCK/ SHUTOFF COCK	Parker	DC-602-4	EACH	75
	DRAIN COCK/ SHUTOFF COCK	Parker	DC603-4	EACH	75
	DRAIN COCK/ SHUTOFF COCK	Parker	DC603-6	EACH	10
	DRAIN COCK/ SHUTOFF COCK	Parker	DC604-2	EACH	25
Fittings, Air Brake:			PARKER PART #		
	Steel Nut, Zinc Chromate Inverted Flair Fitting	Parker	41-IFS-2	EACH	600

VTA PART #	DESCRIPTION	Manufacturer	OEM Part #	UOM	EST USAGE per YEAR
	Spherical Sleeve Air Brake Fitting SAE 120115 BA	Parker	60AB-4	EACH	200
	Union Tube to Tube Air Brake Fitting SAE120101BA	Parker	62AB-4	EACH	300
	Coupling Tube to Male Air Brake Fitting	Parker	62AB-4-2	EACH	400
	Elbow, 45 Deg. Tube to Male Pipe Flared Fitting SAE010302BA used w/ SAE010113 copper flare gasket	Parker	159F-5-4	EACH	300
	Anchor Connector Pipe Fitting	Parker	207ACBHS-4	EACH	100
	Elbow, Tube to Male Pipe Air Brake Fitting SAE120202BA	Parker	269AB-4-2	EACH	400
	Elbow, 45 Deg Tube to Male Pipe Air Brake Fitting SAE120302 BA	Parker	279AB-4-4	EACH	300
FITTINGS, HOSE:			PARKER PART #		
	MALE PIPE NPTF	Parker	20122-8-8	EACH	200
	SAE (JIC) 37 DEGREE SWIVEL	Parker	20620-12-12	EACH	150
	SAE 45 DEGREE SWIVEL	Parker	20820-12-12	EACH	150
	SAE(JIC 37 DEGREE SWIVEL/ 45 DEGREE ELBOW	Parker	23720-16-16	EACH	200
FITTINGS, TEFLON HOSE:					
	FERRULE, REPLACEMENT	Parker	090-4B	EACH	400
	SAE (JIC) 37 DEGREE SWIVEL	Parker	20690-12-12	EACH	30
	SAE (JIC) 37 DEGREE SWIVEL	Parker	20690-16-16	EACH	30
FITTINGS, TUBE:			PARKER PART #		
	CAP, 37 DEGREE FLARED TUBING SIZE: 12 SAE 070112, Female SAE (JIC) 37 deg. Seat	Parker	FNTX-S	EACH	45

VTA PART #	DESCRIPTION	Manufacturer	OEM Part #	UOM	EST USAGE per YEAR
	ELBOW, STRAIGHT THREAD FLARED TUBE FITTING SIZE: 12-10 SAE 070320, 45 deg. Elbow SAE straight thread with o-ring - Male SAE (JIC) 37 deg. Flair	Parker	V50X-S	EACH	5
QUICK COUPLERS:			PARKER PART #		
	COUPLER, MALE PIPE THREAD, BRASS, BODY SIZE: 1/4"	Parker	B22	EACH	250
	COUPLER, FEMALE PIPE THREAD, BRASS, BODY SIZE: 1/4"	Parker	B23	EACH	400
	COUPLER, MALE PIPE THREAD, STEEL BODY SIZE: 1/4"	Parker	H2C	EACH	250
	COUPLER, FEMALE PIPE THREAD, STEEL BODY SIZE: 1/4"	Parker	H3C	EACH	250
CLAMPS, HOSE:			PARKER PART #		
	CLAMP, HOSE SUPPORT, 3/16" HOSE ID	Parker	CL-6	EACH	200
	CLAMP, HOSE SUPPORT, 1/4" HOSE ID	Parker	CL-9	EACH	150
	CLAMP, HOSE SUPPORT, 7/8" HOSE ID	Parker	CL-21	EACH	75
CLAMPS, HOSE - AERO-SEAL:			BREEZE PART #		
	CLAMP, WORM DRIVE EFFECTIVE DIAMETER 13/16" MIN - 1-1/2" MAX SAE SIZE #16	Breeze	CT-9416	EACH	300
	CLAMP, WORM DRIVE EFFECTIVE DIAMETER 13/16" MIN - 1-3/4" MAX SAE SIZE #20	Breeze	CT-9420	EACH	300
	CLAMP, WORM DRIVE EFFECTIVE DIAMETER 1-1/16" MIN - 2" MAX SAE SIZE #24	Breeze	CT-9424	EACH	300
CLAMPS, HOSE "CONSTANT TORQUE":			BREEZE PART #		

VTA PART #	DESCRIPTION	Manufacturer	OEM Part #	UOM	EST USAGE per YEAR
	CLAMP, WORM DRIVE EFFECTIVE DIAMETER 2-1/4" MIN - 3-1/8" MAX	Breeze	CT-300L	EACH	300
	CLAMP, WORM DRIVE EFFECTIVE DIAMETER 2-3/4" MIN - 3-5/8" MAX	Breeze	CT-350L	EACH	300
	CLAMP, WORM DRIVE EFFECTIVE DIAMETER 3-1/4" MIN - 4-1/8" MAX	Breeze	CT-400L	EACH	300
HOSE, HIGH PRESSURE:			PARKER PART #		
	HIGH PRESSURE HOSE 1/4" ID - 100' ROLL	Parker	471TC-4	ROLL	1
	HIGH PRESSURE HOSE 3/4" ID - 100' ROLL	Parker	471TC-12	ROLL	1
HOSE, POLYETHYLENE:					
	POLYETHYLENE 1/4" OD - 100' ROLL	Weatherhead	PT24004-4	ROLL	1

TABLE OF DELIVERABLES: See attached **Bid Form 1-B.**

TIME FOR DELIVERY:

Contractor will deliver the ordered goods or services within seven (7) days upon VTA's issuance of a purchase order hereunder.

**BID FORM 1-A: BIDDER ACKNOWLEDGEMENT OF ADDENDA
P20042
HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS**

In compliance with your **Invitation for Bid** for this project, the undersigned Bidder, being thoroughly familiar with the terms and conditions of the Bid Documents, hereby bids and agrees fully to perform the work within the time stated and in strict accordance with the Bid 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 Bid 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
P20042
HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS**

1. **POLICY:** It is the policy of the Santa Clara Valley Transportation Authority to ensure that Small Business Enterprises (SBE) as defined in federal regulations at 13 CFR Part 121 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:** In keeping with VTA's SBE Policy, a **3.86 percent (3.86%)** SBE subcontracting goal has been established as stated in the Invitation for Bid and the Bid Forms for this Contract.
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 must 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 must 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 must 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 must not be replaced without the prior written consent of VTA. Contractor must make good faith efforts to find another SBE subcontractor or supplier to substitute for the original SBE. The efforts employed by the Contractor must 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 must include the following:
- A. Contractor must 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 must 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 must 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 must 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 must explain to OBDP in writing why the number of firms solicited was sufficient. Written notice must 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 must contact the SBE firms solicited to determine with certainty whether the firms are interested in bidding on the project. This follow-up must be documented with telephone logs, fax logs or other written documentation and submitted to OBDP.
 - F.** Contractor must 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 must 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 must 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 non-responsibility 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
P20042
HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS**

Issued **OCTOBER 8, 2020**

BID FORM 2-A

Firm (Prime): _____	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
P20042
HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS**

Issued **OCTOBER 8, 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 \$ _____

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
P20042
HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS**

Issued **OCTOBER 8, 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 & Number:

Firm Name:

Firm Address: Phone #:

Fax #:

Age of Firm:

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 PROVISION

P20042

HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS

1. **QUALITY ASSURANCE SYSTEM POLICY:** The Contractor must have and maintain an effectively defined and documented a system that demonstrates the Contractor's policy, objective and commitment to quality at all levels of the organization ("Quality Assurance System"). This system must be submitted in writing to VTA as part of the pre-award bid package for approval. The Contractor must 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 must 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.
3. **VTA ASSESSMENT.** VTA reserves the right to audit and assess the effectiveness of this Quality Assurance System organization. In order to assist VTA with such audit and assessment, the Contractor must:
 - A. Identify, document and communicate changes to the Quality Assurance System, and any problems relating to the system and its nonconformities.
 - 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.
4. **PROCEDURES:** The Contractor must define and maintain documented procedures on the management of the Quality Assurance System and how the quality requirements of this Contract will be met. These procedures will include work instruction defining the Contractor's method of operation in assuring specified requirements and activities that are consistently carried out.
5. **QUALITY PLANNING:** The Contractor must prepare a quality plan that identifies organization structure and any controls, processes, equipment, fixtures, resources, skills and/or special training required to meet the quality requirements of this Contract.
6. **DESIGN INFORMATION:** The Contractor must have and maintain a documented procedure for design information for the product(s) (such as drawings, specifications, and standards) to ensure that the product(s) are manufactured, inspected, and tested to the latest applicable requirements. All changes to design information must be processed in a manner that will ensure accomplishment as specified, and a

record of actual incorporation points (by date, batch, lot, unit, or other specific identification) must be maintained.

7. **DOCUMENT AND DATA CONTROL:** The Contractor must have and maintain a documented procedure to control documents and data that relate to the performance of this Contract. All standards, specifications, drawings, bills of materials, invoices, bills of lading, shipping notices, packing slips and customer service reports must be reviewed and approved for adequacy by authorized personnel prior to issuing.
8. **PURCHASING:** The Contractor must have and maintain a documented procedure to ensure that any service or bill of materials provided by a subcontractor meets the type, class, grade and/or other precise identifications, such as specifications, drawings, process requirements, inspection and test instructions and other relevant technical data as required or approved by the Original Equipment Manufacturer (OEM).
9. **PRODUCT IDENTIFICATION AND TRACEABILITY:** The Contractor must stamp or engrave on the product(s), the supplier's name, code, part number, month, day and year of manufacture, and will be serialized if specifically required by VTA. The Contractor must also identify the product(s) by suitable means from receipt, storage and delivery. An explanation of any codes or special markings established by the supplier must be provided in writing to VTA within thirty (30) calendar days after Contract award.
10. **INSPECTION AND TESTING:** The Contractor must have and maintain documented procedures for inspection and testing activities in order to verify that specified requirements for the products(s) are met. The Contractor must know the status of product(s), that conform or non-conform to the inspections and tests performed.
11. **SOURCE INSPECTIONS:** VTA reserves the right to inspect, at the source any products(s) furnished or services rendered under the Contract. Inspection at the source does not necessarily constitute acceptance, nor will it relieve the Contractor of its responsibility to furnish acceptable product(s). When it is not practical, cost effective, or feasible to determine quality conformance of the purchased items upon receipt, inspection at the source may be performed.
12. **CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT:** The Contractor must have and maintain documented procedures to control calibration, inspection, testing, and measuring of facilities, equipment and tools, to demonstrate the conformance of product(s) to specified requirements.
13. **CONTROL OF NON-CONFORMING PRODUCT:** The Contractor must have and maintain procedures to ensure that any materials or final assembled product(s) that do not conform to specified requirements are prevented from usage or shipment. As such, the Contractor must:
 - A. Provide the identification, documentation, evaluation, segregation and the disposition of nonconforming product(s).
 - B. Ensure controls are in place to prevent further processing, delivery or servicing of nonconforming product until the deficiency and/or unsatisfactory condition has been corrected.
 - C. Re-inspect all nonconforming product(s), which are rejected during receiving inspection.
 - D. Provide upon specific request a failure analysis report on the nonconformance which should communicate the root cause of the non-conformities.

14. CORRECTIVE AND PREVENTATIVE ACTION: The Contractor must have and maintain documented procedures for implementing corrective and preventive action to eliminate the cause of actual or potential non-conformities. As such, the Contractor must:

- A.** Implement and record any changes to procedures, guidelines and plans resulting from corrective and preventive actions.
- B.** Have an effective process for handling and tracking customer complaints and reports. All reports to the Contractor requesting correction to any nonconformity must be in the form of a “Supplier Corrective Action Request” (SCAR) from VTA’s Quality Assurance and Warranty Office.

- The Contractor must provide VTA in writing with the correction and prevention of nonconformity by completing the correction and prevention section of the VTA SCAR form within thirty (30) calendar days of receipt.

- C.** Utilize information sources such as audit results, quality records, service reports, and customer complaints to detect, analyze, and eliminate potential causes of nonconformities.
- D.** Determine the steps needed to deal with any problem requiring corrective and preventive action, and initiate controls to ensure that it is effective.

15. HANDLING, STORAGE, PACKAGING, AND DELIVERY: The Contractor must package the product(s) in such a manner as to prevent damage during shipment, receiving and storage. The Contractor must also ensure that shipped product(s) are not damaged. Any damaged product(s) discovered at receiving will be returned to the Contractor at no cost to VTA.

16. CONTROL OF QUALITY RECORDS: The Contractor must have and maintain procedures for identification, collection, indexing access, filing storage, maintenance, and disposition of quality records. Quality records must be maintained to demonstrate conformance to specified requirements and effective operation of the Quality Assurance System.

17. QUALITY AUDITS: The Contractor must have and maintain procedures for planning and implementing internal quality audits to verify whether quality activities and related results comply with planned requirements and to determine the effectiveness of the Quality Assurance System. The Contractor must:

- A.** Document the results of audits and bring them to the attention of the personnel having responsibility in the area audited. The management personnel responsible for the area must take timely corrective action on deficiencies found during the audit.

- B.** Schedule follow-up audits to verify and record the implementation and effectiveness of the corrective action taken.

18. TRAINING: The Contractor shall have and maintain procedures for identifying training needs and provide for the training of all personnel performing activities affecting quality and related to the performance requirements of this Contract. Personnel performing specific assigned tasks shall be qualified/certified on the basis of appropriate education, training and/or experience, as required.

19. **SERVICING:** The Contractor shall have and maintain procedures for coordinating, performing, verifying, and reporting that customer field servicing meets the specified requirements.
20. **STATISTICAL TECHNIQUES:** The Contractor shall identify specific statistical methods for establishing, controlling and verifying quality levels, performance assessing, and conducting nonconformity analysis.

WARRANTY PROVISION

P20042

HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS

1. **POLICY:** Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor guarantees and warrants all products (systems, components, parts, materials, and services) to be free from defects or failures in materials and workmanship, and adhere to OEM's performance requirements and VTA's specified requirements. The Contractor must also have and maintain an effectively defined and documented warranty administration system that demonstrates the Contractor's or OEM's policy, procedure and commitment to respond to and resolve warranty claims or service requests within a reasonable time. The Contractor is required to submit warranty policy, procedure, and forms for VTA review.

2. **COVERAGE:** All products supplied are warranted to be free from defects for one (1) year beginning on the date of installation or acceptance, except as specified below. The Contractor must submit its written standard limited warranty guarantee(s) for VTA review upon request.
 - A. **MANUFACTURERS STANDARD WARRANTY:** Any supplier or manufacturer's standard limited warranty coverage greater than that specified above must also be extended to VTA.

3. **LIMITATIONS:** Warranty coverage will not apply to failures that have been caused or contributed by the following:
 - A. Improper: use, servicing, maintenance, inspection and testing.
 - B. Failure to comply with OEM's operating, maintenance, servicing, inspection and testing requirements.
 - C. Use of inadequate, improper or incompatible component(s).
 - D. Accident, negligence, abuse, not caused by Contractor or OEM.
 - E. Unauthorized modification of equipment affecting design or performance characteristics.
 - F. Use of non-approved products as specified by the OEM.

4. **REPAIR PROCEDURES:**
 - A. The Contractor is responsible for all warranty-covered work. To the extent practicable, VTA will allow the Contractor or its designated representative to perform such work. At its discretion, VTA may perform such work if it determines it needs to do so based on transit service or other requirements. The Contractor must reimburse such work.
 - B. The Contractor or its designated representative must begin work on warranty-covered repairs within five (5) days after receiving notification of a defect from VTA. VTA shall, as much as possible, accommodate the Contractor 's schedule to complete repairs.

- C. The Contractor must provide at its own expense all spare products and tools required for repairs. At VTA's option, the Contractor may be required to remove the equipment from VTA's property while repairs are being affected. If the equipment is removed from VTA's property, the Contractor's representative must diligently pursue repair procedures.
 - D. If VTA performs the warranty-covered repairs, it may correct or repair the defect and any related defects utilizing products supplied by the Contractor specifically for this repair. At its discretion, VTA may use Contractor-specified products available from its own stock if deemed in its best interest. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty may be submitted by VTA to the Contractor for reimbursement or replacement of products. The Contractor must provide forms for these reports when required.
 - E. VTA may require the Contractor to supply new products for warranty –covered repairs being performed by VTA. These products must be shipped prepaid to VTA from any source selected by the Contractor within five (5) working days of receipt of the request for said products. Products supplied by the Contractor must be Original Equipment Manufacturer (OEM) or its equivalent.
5. **SERVICING:** VTA may require the Contractor to provide field service support for the correction of warranty failures.
6. **CLAIMS:** All warranty defects and failures will be submitted to the Contractor as a VTA warranty claim. The Contractor shall notify VTA of receipt and/or status of the claim.
- A. The Contractor must notify VTA in writing of the disposition of a warranty claim within fifteen (15) working days of receipt.
 - B. The Contractor must resolve all open warranty claims within sixty (60) calendar days after receipt.
- If the warranty claim is not resolved within the stated time frame the Contractor will be informed of VTA's intent to automatically credit VTA's accounts payable for the Contractor with the amount of the open claim.
- C. The Contractor is required to notify the VTA QA/Warranty Office on the disposition of products within five (5) days after VTA's request for a Return Material Authorization (RMA).
7. **REMEDIES:** Contractor shall promptly repair, replace and/or pay for all warranty defects including products, labor, and shipping and handling. The Contractor shall also reimburse for any progressive, compensatory, and consequential damages or fines due to product failures.
8. **REIMBURSEMENT:** Contractor is required to reimburse VTA for all costs associated with a warranty repair claim or service request.
- A. The product costs shall be based on the most current supplier Contract price or the invoiced price for replacement.

- B. The labor repair times shall be fair and reasonable and based on current OEM or industry Standard Repair Time (SRT) guidelines or an agreed upon repair time standard.
 - C. The Contractor is required to reimburse at VTA hourly shop labor rate based on VTA's current labor cost accounting system.
 - D. The Contractor shall be assessed the cost of shipping or a fifteen percent (15%) handling charge on products returned or scraped.
9. **SYSTEMATIC/FLEET DEFECTS:** During the warranty period, when repairs or modifications necessitated by defective design, material, or workmanship occur to an extent in excess of ten percent (10%) of the product (used for the same function in the same system or subsystem), the Contractor shall promptly furnish all necessary labor and material to effect such repairs and modifications for every product delivered under the Contract, according to the terms and conditions outlined, including systems or subsystems in which the product has not yet failed.
10. **FAILURE ANALYSIS:** When requested by VTA, the Contractor will be required to provide a written failure analysis report for defective products supplied under this Contract and which occurred during the warranty period. The report shall be received by VTA within thirty (30) calendar days from the date of request.
11. **ADMINISTRATION:** Warranty claims and other warranty issues shall be administered, coordinated and resolved with the VTA's QA/Warranty Office and a Contractor's assigned representative.
- A. For warranty repair claims or service requests which are determined by the Contractor not to be under warranty, the Contractor must forward a written failure analysis report and itemized quotes to VTA's QA/Warranty Office, and obtain an authorizing purchase order before proceeding with the repair.
 - B. The Contractor shall be able to electronically communicate on warranty coverage, registrations, claims, service requests and bulletins/alerts.
 - C. The Contractor is required to reference the VTA warranty purchase order and warranty claim number when shipping warranty replacement products.
 - D. The Contractor is required to properly identify warranty returns or replacement products with a bill of lading.
12. **PERFORMANCE REVIEWS:** The Contractor is required to periodically meet with VTA's QA and Warranty Office to ensure that the warranty administration requirements are clarified and properly being carried out according to the terms and conditions of this Contract. The Contractor is also required to publish a VTA open warranty claims status report showing the disposition of each claim.

EXHIBIT M-1

INSURANCE REQUIREMENTS for PURCHASING MATERIALS CONTRACTS

CONTRACTOR'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ALL PROSPECTIVE CONTRACTORS 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 indemnification and defense of claims obligations to VTA, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance must be included in the Contract price. 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. Products/Completed Operations coverage to be continuously maintained for two (2) years following acceptance of the goods. 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 Employer's 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 Ongoing Operations and Products/Completed Operations, covering 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, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying General Liability policy, "Follow Form" coverage, and a "Drop Down" provision.
- b. Automobile Liability (including umbrella/excess liability): \$1,000,000 limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employer's Liability: Statutory Workers' Compensation limits and Employer's 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.

A. Self-Insured Retention

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

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

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

1. The policy retroactive date must be no later than the date of this Contract.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, 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 must allow for reporting of circumstances or incidents that might give rise to future claims.

C. Other Provisions

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

1. General Liability and Automobile Liability

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

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 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 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 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 rights to require 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.

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 must be issued on a standard ACORD Form. 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.

G. Maintenance of Insurance

If 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.

Ed. Rev. 10-1-19

**BIDDER SIGNATURE PAGE
P20042**

HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS

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

SIGNATURE: _____

PRINT NAME: _____

FIRM: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL _____

DATE: _____

BIDDER'S QUESTIONNAIRE – EXHIBIT O
P20042
HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS

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

NAME OF BIDDER:

PRINCIPAL OFFICE

STREET ADDRESS OR P.O. NUMBER

CITY	STATE	ZIP CODE + 4
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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
P20042**

HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS

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
CONTRACTOR NAME
FOR
HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS

CONTRACT NO. P20042

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 HOSES & FITTINGS AND INVENTORY SERVICES, AND INVENTORY PARTS.

1. **CONTRACT COMPONENTS:**

The Contract consists of:

- A. Exhibit 1 – Invitation for Bid P20042 dated Month XX, 20XX, and any addenda thereto (the “IFB”)
- B. Exhibit 2 – Contractor Price Sheet dated MONTH XX, 20XX
- C. Appendix C - Use of Personal Electronic Devices by Bus and Light Rail Employees and Contractor Staff
- D. Appendix D - Safety Vest Procedure

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 will 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 will control.

- 2. **SCOPE OF WORK:** Contractor must furnish and deliver hoses & fittings and inventory services, and inventory parts, as described in the Scope of Work of the IFB.
- 3. **TERM OF CONTRACT:** The term of this Contract will commence on the Effective Date (as defined in the signature block below) and continue through completion for five (5) years unless otherwise earlier terminated pursuant to the terms and conditions set forth herein).
- 4. **COMPENSATION:** VTA will pay Contractor in accordance with Exhibit 2 in exchange for Contractor’s performance under this Contract. Total compensation paid by VTA to Contractor hereunder will not exceed \$xx, xxx.00.

5. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between VTA and Contractor relating to the subject matter hereof and supersedes any previous contracts, agreements, or understandings, whether oral or written.
6. **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.
7. **FORUM SELECTION:** Any lawsuit or legal action arising from this Contract must be commenced and prosecuted in the courts of Santa Clara County, California. Contractor agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
8. **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:

John Wesley White
Chief Procurement Officer
Procurement, Contracts and Materials Management
3331 N. First Street, Bldg. B
San Jose, CA 95134-1906
John.White@vta.org

Contractor:

Name/Title
Address
City/State/Zip
Telephone
Email

- B. NOTICES:** Notices must be in writing and addressed to the Authorized Representatives at the address set forth above. Any notice required or permitted to be given under this Contract will 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, as identified immediately above in paragraph A (Authorized Representatives).

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:

David Ossom, Buyer III
3331 N. First Street, Bldg. B
San Jose, CA 95134-1906
David.Ossom@vta.org

Contractor:

Name/Title
Address
City/State/Zip
Telephone
Email

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

Signatures of the parties on the following page

Exhibit 1 – Invitation for Bid P20042 dated Month XX, 20XX, and any addenda thereto (the “IFB”)

Exhibit 2 – Contractor Price Sheet dated MONTH XX, 20XX

APPENDIX B

USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES AND CONTRACTOR STAFF

POLICY USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES AND CONTRACTOR STAFF (ATU)	Document Number:	OPS-PL-0001
	Version Number:	03
	Date:	12/20/2016

1.0 Purpose:

To establish the standards and restrictions for use of Personal Electronic Devices (PEDs).

2.0 Scope:

This policy applies to all VTA employees, contractors or their staff (hereafter collectively referred to as "Personnel"), who:

- Operate a VTA bus or Light Rail Vehicle (LRV);
- Operate hi-rail or any other on-track equipment;
- Act as Rail Controllers, flaggers, or the Employee In Charge (EIC) or otherwise control the movement of rail vehicles;
- Perform any task while Fouling the Tracks; and/or
- Perform work within the Safety Envelope.

Note: Electronic devices prescribed by a licensed medical practitioner to permit an employee to meet minimum levels as required by VTA or by a contractor performing work on VTA property, are exempt. Roadway Worker Protection Devices provided by VTA are also exempt.

3.0 Responsibilities:

All Personnel are responsible for the safe delivery of transportation services. All Personnel who operate vehicles in revenue service or operate hi-rail vehicles or other on-track equipment; or who control the movement of rail vehicles or perform work on the right of way will receive a copy of this Policy, and be responsible for strict adherence to this Policy and State and Federal regulations.

4.0 Policy:

It is VTA policy that all VTA-owned revenue service vehicles, or any hi-rail vehicles and on-track equipment operated on the VTA rail system, will be operated in a safe and responsible manner. Personnel who operate a VTA bus or LRV or control the movement of rail vehicles, or perform work on the right of way or Foul the Tracks in the performance of their duties are responsible for the safety of the passengers and the public at large. Personnel are prohibited from using cellular telephones or any other PEDs (as defined in section 5) while operating VTA buses, LRVs, hi-rail or other on track equipment.

4.1 Restrictions and Storage:



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POLICY USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES AND CONTRACTOR STAFF (ATU)	Document Number:	OPS-PL-0001
	Version Number:	03
	Date:	12/20/2016

4.1.1 For Personnel operating a VTA bus or LRV, the restrictions include, but are not limited to: making or receiving telephone calls, text messaging, checking e-mail messages, checking the time, using the clock feature of a cell phone, wearing a Fitbit or other fitness monitoring device, wearing a smart watch (e.g., Apple Watch, Samsung Gear, etc.) or similar watch, reading, playing games or listening to music or other audio. Personnel are prohibited from giving the PED to another person, including another employee, on the bus or LRV.

In an emergency, Personnel must proceed to a safe area and stop the bus, LRV, hi-rail vehicle, or on-track equipment, and vacate the operating area. Afterwards, Personnel may use a PED for the purposes of addressing the emergency.

All PEDs shall be Turned Off and Stowed Away while operating a bus or LRV, or while sitting in the Operator's Area, as defined in Section 5. The bag that the PED is stowed away in must conceal the device so that it is not visible without opening the bag.

PEDs may be used by bus and light rail Operators while on break or at a layover when the vehicle is safely stopped and the Operator is out of the Operator's Area. The PED must remain Turned Off and Stowed Away until the Operator has cleared the Operator's Area and must be Turned Off and Stowed Away prior to returning to the Operator Area.

4.1.2 For Personnel operating hi-rail or on-track equipment, the restrictions include, but are not limited to, making or receiving telephone calls, text messaging, checking e-mail messages, checking the time, using any feature of a cell phone, wearing a Fitbit or other fitness monitoring device, wearing a smart watch or similar watch, reading, playing games or listening to music or other audio.

PEDs shall be Turned Off and Stowed Away while operating a hi-rail vehicle or on-track equipment. Personnel operating a hi-rail vehicle or on-track equipment, who wish to use their PEDs while on break, must move their hi-rail or on track equipment off of the right of way to a location that is not Fouling the Tracks. Prior to retrieving and turning on their PED for use, Personnel must stop, shut off the engine, and clear the Operator's Area. The PED must be Turned Off and Stowed Away prior to returning to the Operator's Area or restarting the engine.

Use of cell phone communication is allowed to safely direct the movement of pushing a dead-car train only when no other means of communication is available and prior approval has been obtained from the Operations Control Center. Personnel who are directing, flagging, or otherwise controlling the movement of rail transit vehicles, or performing any task while Fouling the Tracks may keep the PED in their possession and powered on but must proceed to a safe area outside



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the Safety Envelope (minimum 6 feet from the nearest light rail) to use their PED. Rail Controllers in the Operations Control Center must unplug and step away from their console before using their PED.

4.2 Discipline:

Failure to adhere to this Policy may constitute a serious safety violation. Violations of this policy will be considered an instance (adverse entry) under the unsatisfactory record portion of Part A, Section 18.2 of the ATU Collective Bargaining Agreement (CBA) and will be subject to a two-year record review.

VTA employees who violate this policy will be subject to disciplinary action as listed below subject to the underlying circumstances and the individual employee. Talking on a PED, texting, playing video games or other violations that distract the Operator and pose the greatest risk will result in the highest levels of discipline.

Repeat violations of any portion of this Policy is considered a serious matter. The applicable sequence of the offenses (first, second, and third) is based on violations of any portion of this Policy. For example, if an employee violates Section 4.2.5 and six months later violates Section 4.2.2, the second violation will be considered a "Second Offense" and will be issued the corresponding discipline of termination. All "days" referenced in the box below are continuous calendar days of unpaid suspension.

	VIOLATION	1st Offense	2nd Offense	3rd Offense
4.2.1	Any violation of this policy where the employee is involved in an accident (preventable or non-preventable).	Termination		
4.2.2	Use of PED while operating a bus, LRV, hi-rail vehicle or on-track equipment.	20 – 30 days	Termination	
4.2.3	Use of PED in the Operator's Area, but not while operating a bus or LRV.	10 – 20 days	20 – 30 days	Termination
4.2.4	Use of PED while directing, flagging, acting as the EIC, or otherwise controlling the movement of rail transit vehicles, or performing any task while Fouling the Tracks.	10 – 20 days	20 – 30 days	Termination
4.2.5	Failure to Turn Off and properly Stow Away PED while operating a bus or LRV, or while in the Operator's Area.	Up to 10 days	10 – 30 days	Termination



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4.2.6 Any contractor staff violating this Policy will be removed from the job and will not be allowed to return to the project. The contractor may be made responsible for any fines levied on VTA for the violation. Repeat violations from the same contractor's staff may result in the contract being cancelled.

5.0 Definitions:

- 5.2 **Fouling the Track:** The placement of an individual in such proximity to a track that the individual could be struck by a moving train or other on-track equipment, or is within six feet of the nearest rail.
- 5.3 **Operator:** bus and Light Rail Vehicle Operators, hi-rail and on-track equipment operators, service workers, mechanics, and any other authorized VTA employee or contractor and their staff.
- 5.4 **Operator's Area:** On VTA buses, this area is defined as all area forward of the yellow line and expressly includes the Operator's seat. On Light Rail Vehicles, this is the area inside the Operator's cab and expressly includes the Operator's seat. On hi-rail or on-track equipment, this is the area where the Operator is positioned during operation of the vehicle or equipment.
- 5.5 **Personal Electronic Device or PED:** means any wireless or portable electronic device. This includes, but is not limited to, wireless phones, personal digital assistants, smart phones, two way pagers, portable internet devices, laptop computers, DVD players, iPods, MP3 players, smart watches, Fitbits or other personal fitness monitors, games, Bluetooth devices, or any headphones or ear buds of any type. The following devices are excluded from this definition:
 - 5.5.6 VTA-owned licensed radio communications equipment such as cab-mounted or portable two-way radios with channels dedicated solely for VTA operations.
 - 5.5.7 Electronic or electrical devices prescribed by a licensed medical practitioner to permit an employee to meet minimum levels as required by the VTA or contractor.
 - 5.5.8 Roadway worker protection devices.
- 5.6 **Rail Controllers:** Individuals tasked with flagging or otherwise controlling the movement of rail transit vehicles. Tasks include "dispatching" as described in California Public Utilities Commission (CPUC) General Order 172 (Rules and Regulations Governing the Use of Personal Electronic Devices by Employees of Rail Transit Agencies and Rail Fixed Guideway Systems).



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- 5.7 **Safety Envelope:** The area within six feet of the closest rail on light rail tracks or within ten feet of the overhead catenary.
- 5.8 **Stowed Away:** Not on one's person; must be completely concealed, so that it is not visible, in a backpack or bag and out of reach.
- 5.9 **Turned Off:** The power is off.

6.0 Summary of Changes:

Policy title changed. Policy updated to accurately reflect Safety Envelope. Greater clarity on discipline levels for different infractions were provided. Contractor language was added to provide policy on violations by contractors and their staff. Policy now allows for the use of cell phones when dead pulling a train when no other means of communications is available, with prior Operations Control Center approval.

7.0 Approval Information:

<i>Prepared by</i>	<i>Reviewed by</i>	<i>Approved by</i>
 George Sandoval Operations Manager-LR Mtc.	 Inez Evans Chief Operating Officer	 Nuria I. Fernandez General Manager/CEO

Concurrence by Amalgamated Transit Union, Local 265:


 Diana Hermone
 President & Business Agent, AT.U


 Nick Smith
 Asst. Business Agent - Maintenance

Date Approved: 12-20-2016



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APPENDIX C

SAFETY VEST PROCEDURE

PROCEDURE SAFETY VEST	Document Number:	600.009
	Version Number:	02
	Date:	10/29/2019

1. Purpose:

To outline when high visibility, retroreflective safety vests are required to be worn by VTA employees, contractors, and visitors on VTA property and in the field. This procedure also summarizes the required safety vest standards, procurement process, record-keeping practices for their distribution, and relevant training.

This procedure complies with the California Division of Industrial Safety (Cal/OSHA) Title 8 Section 3380, 20 Code of Federal Regulations (CFR) Part 1910.132, and American National Standard Institute/International Safety Equipment Association (ANSI/ISEA) 107. The requirement for wearing safety vests is based, in part, on a workplace hazard assessment conducted as part of the written certification process outlined in the VTA Injury and Illness Prevention Program's Personal Protective Equipment Procedure. This procedure also complies with the VTA Roadway Worker Protection Manual and the VTA Light Rail Operator's Rulebook.

2. Scope:

This procedure applies to all VTA employees, contractors and visitors working at operational divisions or in the field that require additional retroreflective wear to reduce the risk of hazards and injury due to lack of visibility as provided in Section 4.1.

3. Responsibilities:

3.1. Safety and Compliance Department

- 3.1.1. Provide safety vest guidelines to all employees that are exposed to low visibility hazards outlined in Section 4.1. of this procedure.
- 3.1.2. Procure Performance Class 3 safety vests for employees with potential exposure to low visibility hazards in the workplace as part of their job description.
- 3.1.3. Maintain loaner Performance Class 3 safety vests for staff and visitors for temporary use in situations where a low visibility hazard is present.

3.2. Superintendents and Supervisors

- 3.2.1. Provide awareness of low visibility hazards associated with the tasks of their employees.
- 3.2.2. Ensure that the safety vest sizes needed for their staff are available and coordinate with the Safety and Compliance Department to procure adequate supply of safety vests for their respective department.
- 3.2.3. Ensure that staff are wearing proper safety vests under necessary circumstances.
- 3.2.4. Take appropriate action when safety vests are not being used in accordance with this procedure. Appropriate action includes providing additional training and/or imposing progressive discipline to ensure future compliance.

3.3. Employees

- 3.3.1. Use the issued safety vest as instructed to reduce the hazards associated with low visibility.
- 3.3.2. Maintain safety vests in a safe and sanitary condition and replace when lost, damaged, excessively worn, and/or no longer reflective.



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PROCEDURE SAFETY VEST	Document Number:	600.009
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- 3.3.3. Inspect the safety vest before use and notify their supervisor if the safety vest is found to be damaged. Defective safety vests must not be worn.
- 3.3.4. Report any violations of this policy to their supervisor in accordance with the Injury Illness Prevention Program and Enforcing Safe Work Practices and Disciplinary Procedures.

4. Procedure:

- 4.1. VTA employees, contractors and visitors are required to wear a safety vest while working in the following conditions:
 - 4.1.1. In low visibility conditions that include weather conditions and time of day.
 - 4.1.2. Near congested traffic areas, and other conditions where there is a potential hazard of being hit by a moving vehicle.
 - 4.1.3. Within the Light Rail Right-Of-Way (ROW), as defined in Section 5.2. or Caltrain and BART ROW.
 - 4.1.4. Within the Track Zone, as defined in Section 5.9., with the exception of the Shop Apron and the Shop Tracks at Guadalupe Division, as defined in Sections 5.7. and 5.8. respectively.
 - 4.1.5. In or near construction sites.
- NOTE: Coach Operators must not wear their safety vest while in revenue service during dark hours as this could result in glare or distractions due to the retroreflective material.

4.2. VTA Safety Vest Standards

- 4.2.1. Garments must meet the Performance Class 3 requirements. The safety vest manufacturers label must also state that the garment meets the aforementioned standard.
- 4.2.2. Safety vests must be fluorescent yellow-green. However, if employees are working along the Caltrain or BART ROW, different safety vest colors are authorized for use based on their higher operating speed limit.
- 4.2.3. Employees must wear safety vests on the outside of their gear/clothing, unless Class 3 reflective foul weather gear is worn.
- 4.2.4. All safety vests that require arc protection need to be Class 3 and labeled accordingly.
- 4.2.5. Safety vests must have the company logo or name on the front and the back of the garment.
- 4.2.6. Alterations and modifications are prohibited with the exception of labelling with name and badge number.
- 4.2.7. VTA-issued safety vests must have a reflective chevron or an "X" on the back. This feature is not a requirement for vests worn by contractors.
- 4.2.8. If department employees are equipped with Type E rated pants, safety vests meeting the Performance Class 2 rating may be purchased by department heads from their associated cost center, once approved by Safety and Compliance Department. Performance Class 2 safety vests paired with Class E rated pants, in combination, create a Class 3 rated ensemble.



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4.3. VTA Safety Vest Procurement

- 4.3.1. VTA's Safety and Compliance Department will only procure Performance Class 3 safety vests for employees exposed to the hazards outlined in Section 4.1.
- 4.3.2. VTA's Safety and Compliance Department reserves the right to charge the appropriate cost center of the party requesting permanent safety vests in the event safety vests are lost, damaged (beyond the reasonable expectation of wear and tear for specific job classifications), ordered in excess, and/or not required for the job hazards of the requesting party or the intended user.
- 4.3.3. If employees will be working along the Caltrain or BART ROW, the procurement of orange or green retroreflective vests will occur through the employee's cost center.

5. Definitions:

- 5.1. American National Standard Institute/International Safety Equipment Association 107 (ANSI/ISEA 107): Industry standard for high visibility apparel for workers exposed to the occupational hazards associated with low visibility.
- 5.2. Light Rail ROW: A strip of land that is granted, through an easement or other mechanism, for transportation purposes which includes the RTA's rails, track, crossties, ballast, bridges, underpasses, tunnels, wayside signals, near-track communication facilities, and stations, excluding platforms.
- 5.3. Personal Protective Equipment (PPE): The safety equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses.
- 5.4. Performance Class 2 or 3 Reflective Safety Vest ("Performance Class 2" or "Performance Class 3"): A rating that designates the visibility of a garment based on the amount of background and retroreflective material in ANSI/ISEA 107.
- 5.5. Retroreflective (Material): Material that reflects and returns a relatively high proportion of light in a direction close to the direction from which it came.
- 5.6. Roadway Worker Protection Program: Training and safety program required to be completed by all workers prior to being allowed on the ROW.
- 5.7. Shop Apron: Consist of all embedded tracks leading to the shop building within the Guadalupe Yard.
- 5.8. Shop Track: Trackage inside all shop buildings and to the fouling point of the embedded trackage is to be considered shop track.
- 5.9. Track Zone: An area within six feet of the outside rail on both sides of the track.
- 5.10. Type E: A rating for pants that is based on the amount of background and retroreflective material in ANSI/ISEA 107.



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6. Records:

6.1. Safety Vest Logs

- 6.1.1. When the Safety and Compliance Department issues safety vests, a log indicating the date, badge number and size of safety vest issued will be maintained.
- 6.1.2. When supervisors request safety vests from the Safety and Compliance Department, a signature of receipt will be required once the safety vests are delivered or picked up.
- 6.1.3. Once safety vests are in the possession of the supervisor, the Safety and Compliance Department recommends internal tracking when safety vests are issued to specific employees.
- 6.1.4. Loaner safety vests issued to staff and visitors for temporary use will be tracked with a separate Loaner Safety Vest Log.
- 6.1.5. The Safety and Compliance Department Safety Vest logs will be maintained in accordance to the Division's record retention schedule.

7. Appendices:

NA.

8. Training Requirements:

- 8.1. Training for the Safety Vest Procedure will occur alongside PPE tailgates and through the use of an Operations Notice annually.
- 8.2. PPE Tailgates are prepared by the Safety and Compliance Department and are delivered by department supervisors in accordance with Safety Training procedure.
- 8.3. The department issuing safety vests to staff, contractors and visitors must ensure review of this procedure each time a safety vest is issued. The signing of the Roadway Worker Protection Program log will also signify that training has been completed.

9. Summary of Changes:

10/29/2019: This procedure was amended in order to clarify when safety vests are required to be worn, to revise safety vest standards to accommodate for Caltrain and BART ROW and to establish reasonable expectations for safety vests procured by VTA contractors.



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10. Approval Information:

<i>Prepared by</i>	<i>Reviewed by</i>	<i>Approved by</i>
<p>DocuSigned by: <i>Karly Hutchinson</i> KARLY HUTCHINSON</p> <p>Karly Hutchinson Environmental Health and Safety Specialist</p>	<p>DocuSigned by: <i>Angelique Gaeta</i> ANGELIQUE GAETA</p> <p>Angelique Gaeta Chief of System Safety and Security</p>	<p>DocuSigned by: <i>Nuria I. Fernandez</i> NURIA I. FERNANDEZ</p> <p>Nuria I. Fernández General Manager/CEO</p>

Date Approved: 10/30/2019



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