

Request for Proposals
RFP S21342

Organizational Culture and Climate Transformation

December 22, 2021
Norman David, Contracts Administrator

TABLE OF CONTENTS

INTRODUCTION: ----- 3

I. INSTRUCTIONS TO PROPOSERS----- 5

II. PROPOSER’S MINIMUM QUALIFICATIONS ----- 8

III. EVALUATION AND SELECTION -----10

IV. PROPOSAL FORMAT AND CONTENT -----11

V. BUSINESS DIVERSITY PROGRAM POLICY -----13

VI. INSURANCE REQUIREMENTS -----16

VII. PROTESTS -----16

VIII. SCOPE OF SERVICES:-----17

IX. ADMINISTRATIVE SUBMITTALS -----20

X. EXHIBITS -----29



INTRODUCTION: The Santa Clara Valley Transportation Authority (“VTA”) is the result of a 1995 merger between two previously separate entities: the Santa Clara County Transit District and the Congestion Management Agency for Santa Clara County. VTA is an independent special district responsible for bus and light rail operations, congestion management, specific highway improvement projects and countywide transportation planning. As such, VTA is a multimodal transportation solutions agency with more than 2,100 dedicated employees from very diverse backgrounds working together to provide transportation throughout Silicon Valley. VTA is governed by a 12-member Board of Directors (“Board”). VTA’s bus fleet of 505 buses serves a 346 square mile urbanized service area and operates approximately 18 million miles annually. The 42.2-mile light rail system is served by 99 rail cars and 5 historic trolley cars and operates approximately 2.2 million miles annually.

There are three Bus Operating Divisions (Chaboya, Cerone and North), one Light Rail Yard (Guadalupe), one Administrative Office (River Oaks) and a Downtown Customer Service Center. VTA also has four unions: AFSCME 101, ATU Local 265, SEIU Local 521 and TAEA 21. ATU makes up about 70% of VTA’s employee base and represents Bus and Light Rail Operators among other frontline employees. With most of VTA’s employees unable to work from home, some employees travel great distances to work at VTA due to the high cost of living in Silicon Valley.

For more information about VTA, log on to www.VTA.org.

ABOUT RFP S21342: VTA seeks proposals (each, a “Proposal”) from qualified firms (each, a “Proposer”) to provide organizational change management services (“Services”) that improves the overall experience of being employed at VTA.

OVERVIEW AND BACKGROUND: VTA staff was directed by the Board to conduct a solicitation for a consultant to aid in the organizational culture and climate transformation aimed to improve the overall experience of being employed by VTA.

This endeavor would be conducted through an inclusive approach, in partnership with VTA’s unions and management. Given a \$20 million state funding initiative led by State Senator Dave Cortese, VTA has the opportunity to make sustainable structural changes that will improve the internal support system for its employees. A letter penned by Senator Cortese on August 5, 2021 to VTA General Manager Carolyn Gonot provides a thoughtful framework that should be instructive to this work – one specific item directing the immediate creation of a joint labor-management committee to help craft and review funding allocations. This same committee is tasked with developing the scope of work for a consultant to assess our organization, review the submissions together, and recommend a final contract award to the Board of Directors.

VTA’s workforce has suffered extreme trauma and setbacks from multiple crises, starting with the COVID pandemic in early 2020, followed by a crippling cyber-attack and the tragic mass shooting on May 26, 2021. This was compounded by the long-standing and previously known structural problems called out by the VTA Board of Directors in a referral to administration on September 2, 2021.



For VTA to move forward in a meaningful and successful way, the Board asked for a review of the overall culture and climate to help determine measures VTA should implement to meet the short and long-term needs of employees and to increase communication and transparency throughout the organization.

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

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

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

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

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



I. INSTRUCTIONS TO PROPOSERS

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

Table 1

ACTIVITY	DATE/TIME
Issue RFP	December 22, 2021
Pre-Proposal Conference	January 13, 2022 at 11:00 a.m.
Deadline to Submit Questions	January 17, 2022 at 2:00 p.m.
Deadline to Submit Proposal	January 31, 2022 at 4:00 p.m.
Interviews	February 23 – 24, 2022

B. DESIGNATED POINT OF CONTACT: All communications with VTA regarding this RFP must be in writing (US mail/ email) to the Designated Point of Contact identified below. All emails must indicate in the subject line “RFP S21342 for Organizational Culture and Climate Transformation.” No telephone calls will be accepted. Except as otherwise provided herein, no contact will be entertained by the Procurement, Contracts, and Materials Management staff outside of the formal Q&A period, and/or by anyone other than the Designated Point of Contact regarding this RFP.

Any communication with someone other than the Designated Point of Contact related to this RFP is not permitted. Any breach of this provision may result in the Proposer’s submittal being deemed non-responsive and may be cause for rejection.

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

Norman David, Contracts Administrator
Santa Clara Valley Transportation Authority
3331 North First Street, Building B
San Jose, California 95134
Email: norman.david@vta.org

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

Virtual pre-proposal conference details:

Date: January 13, 2022
Time: 11:00 AM
Meeting Link: [Click here to join the meeting](#)



Audio Only: 1-408-889-1601 United States, San Jose (Toll)
Conference ID: 309 674 279#

- D. EXAMINATION OF PROPOSAL DOCUMENTS:** By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing quality work to achieve VTA's objectives.
- E. ADDENDA/CLARIFICATIONS:** VTA reserves the right to make changes to these RFP documents as it may deem appropriate up until the date for submission of the Proposals (set forth in Table 1). Any and all changes to this RFP will be made by written addendum, which will be issued by VTA to all prospective Proposers who have registered and downloaded the Proposal documents at the VTA website. All addendum and other related materials will be posted to the VTA's solicitation website. Prospective Proposers will be notified by email when information has been posted to the VTA procurement site for this RFP. NOTHING RELIEVES PROPOSER FROM BEING BOUND BY ADDITIONAL TERMS AND CONDITIONS IN ADDENDA.

Questions or comments regarding this RFP must be submitted in writing in the VTA's solicitation website and must be received by VTA no later than the date and time stated in Table 1.

Responses from VTA will be published on the VTA solicitation website.

- F. SUBMISSION OF PROPOSALS:** All Proposals must be submitted through VTA's Solicitation website no later than the date and time stated in Table 1.

The Proposer must submit their Proposal with all the forms listed in the RFP.

Submissions must bear the Proposer's name, address and be clearly labeled with the RFP number and description.

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

- G. WEBSITE REGISTRATION:**

Proposers must register on VTA's website as a condition of proposal to ensure receiving notification of any potential addenda or other pertinent information, as well as notification of closing and award even if this was a manually processed RFP. Go to <http://www.vta.org>, select "About", "Business Center", and then select "Get Registered". To register, Proposers



submit their email address and click “Sign Up”. The system will send an email address with a link to “Activate Account”. Once “Activate Account” is clicked the system will take Proposers to the Vendor Registration page where Proposers will enter all of their registration information. Proposers must select their NAICS code(s) and Email Subscription Settings to receive notifications of new opportunities issued.

Once Proposers are confirmed as registered vendors, they must go to “View VTA Solicitations” and select “Visit Portal” link on the page. If Proposers want to get automatic notifications for upcoming projects, they will click “+ Subscribe”. This will take them to the “Procurements” page where they will select this solicitation. Once they are on the page for this solicitation, they will need to click “Follow” to provide them with automatic email updates when this solicitation has any addenda or notifications issued. Proposers must make sure that they download all the solicitation documents.

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

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

VTA reserves the right to:

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

J. CONTRACT TYPE: It is anticipated that VTA will award a professional services contract (“Contract”). If awarded, the Contract will be Time & Materials with a term of two (2) years. This RFP does not commit VTA to enter into such Contract nor does it obligate VTA to pay for costs incurred in preparation or submission of Proposals or in anticipation of entry into a Contract. The Proposer awarded the Contract hereunder (if any) is referred to herein as “Contractor”.



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

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

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

M. ECONOMIC INTEREST FORM 700: The Proposer's key person as well as other positions within his or her firm, determined by VTA, to be participating in the making of governmental decisions will each be required to file a Form 700 the financial disclosure form mandated by the Fair Political Practices Commissions (FPPC). The Form 700 will be required to be filed upon execution of the Contract in which the VTA retains the services of the Proposer, annually thereafter, and upon separation of services pursuant to FPPC rules and regulations.

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

O. REGISTRATION: All Proposers must register and maintain an active registration with the US government's System for Award Management (SAM) in order to do business with VTA. Once registered, a Commercial and Government Entity (CAGE) code will be provided as a unique identifier to each Proposer, (see FORM 1). Such registration may be completed at the following web address:

<https://www.sam.gov/SAM/pages/public/index.jsf>

II. PROPOSER'S MINIMUM QUALIFICATIONS

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

1. Experience in a public-sector setting and an understanding of the union environment.
2. Experience with trauma-informed approaches to communications and culture change systems.



3. Ability to offer ongoing coaching services.
4. Experience conducting organizational survey outreach.
5. Experience conducting interviews and focus groups exploring challenges and opportunities for improvement.

B. PREFERRED QUALIFICATIONS: The Proposer is expected to have the following:

- Expertise in social equity, racial equity, and cultural equity.
- A good understanding of organizational system change models.
- The ability to facilitate safe dialogue with management and union members.
- Experience creating on-going learning and accountability systems.
- Experience reviewing complex government processes and documents, including personnel policies, standard operating procedures, collective bargaining agreements, etc.



III. EVALUATION AND SELECTION

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

Qualification of the Firm	35 Points
Staffing and Project Organization	20 Points
Work Plan / Project Understanding	30 Points
Local Firm Preference	10 Points
Cost Proposal	5 Points

- 1. QUALIFICATION OF THE FIRM:** Qualifications to be considered include but are not limited to: technical experience in performing work of a closely similar nature; experience working with transit properties or other public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subcontractors; and assessments by client references.
- 2. STAFFING AND PROJECT ORGANIZATION:** Qualifications of project staff will be considered, particularly key personnel, and, especially, the project manager. Other factors to be considered include, but are not limited to, key personnel's level of involvement in performing related work, logic of project organization; adequacy of labor commitment, and concurrence in the restrictions on changes in key personnel.
- 3. WORK PLAN / PROJECT UNDERSTANDING:** Proposer's demonstrated understanding of the project requirements, potential problem areas, project approach, and work plan will be evaluated.
- 4. LOCAL FIRM PREFERENCE:** Five (5) points will be awarded if at least fifty percent (50%) of the dollar value of services to be rendered will be performed by a local firm. An additional point will be awarded for each additional ten percent (10%) of the dollar value of services to be performed by a local firm, to a maximum point award of ten (10) points.
- 5. COST PROPOSAL:** The reasonableness of the total price and competitiveness of this amount with other Proposals received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; basis on which prices are quoted.

B. EVALUATION PROCEDURE: The review board will evaluate Proposals based on the pre-established criteria to determine the successful Proposer or establish a shortlist of firms to interview. VTA reserves the right to conduct interviews at its discretion.



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

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

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

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

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

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

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

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

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

IV. PROPOSAL FORMAT AND CONTENT

- A. FORMAT:** Proposals must be typed, as concise as possible and must not include any unnecessary promotional material. The nature and form of response are at the discretion of the Proposer, but must include the information listed below.
- B. CONTENT:** The Proposer must include the information described below:



- 1. PROFILE OF FIRM:** This section must include a brief description of the firm's size as well as the local organizational structure; it must also include a discussion of the firm's financial stability, capacity and resources. Additionally, this section must include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the Proposer or its insurers within the last five (5) years.
- 2. QUALIFICATIONS OF THE FIRM:** This section must include a brief description of the Proposer's and subconsultants qualifications and previous experience on similar or related projects. Description of pertinent project experience must include a summary of the work performed. Proposer must provide the name, title, and phone number of three (3) clients to be contacted for references, although VTA reserves the right to check other references beyond the three provided.
- 3. WORK PLAN/PROJECT UNDERSTANDING:** By presentation of a well-conceived work plan, this section of the Proposal must establish the Proposer understands VTA's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. The work plan must describe the work assigned to the prime and each subconsultant. The work plan must also include a timetable for completing all work specified in the Scope of Services. The Proposer will need to demonstrate their experience in organizational change work, preferably in a public agency and unionized environment during the RFP interview process, sharing examples of successful efforts within similar organizations.
- 4. PROJECT STAFFING:** This section must discuss how the Proposer would propose to staff this project. Proposer project team members must be identified by name, location, specific responsibilities on the project and the estimated person-hours of participation. An organizational chart for the project team and resumes for key personnel must be included. Key personnel will be an important factor considered by the review board. Once the Proposal is submitted, any change of key personnel must be approved by VTA.
- 5. ADMINISTRATIVE SUBMITTALS:** The Proposer must complete all the forms attached hereto and submit them with the Proposal.
- 6. RECENT SAMPLE:** The Proposer must provide a recent qualifying sample of prior work by the Proposer.



V. BUSINESS DIVERSITY PROGRAM POLICY: Contractor must adhere to VTA’s Business Diversity Program requirements.

A. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE POLICY AND REQUIREMENTS: It is the policy of the Santa Clara Valley Transportation Authority to ensure that Minority and Women-Owned Business Enterprises (“MWBE”), as defined in the VTA MWBE Program, have an equitable opportunity to participate in the performance of contracts and subcontracts financed with local funds. VTA has an 18% MWBE aspirational goal. In this regard, Contractor will use its best efforts to ensure that MWBE firms have an equitable opportunity to compete for subcontract work.

For more information on VTA’s Business Diversity Programs, please see website at <https://www.vta.org/business-center/business-diversity-programs> or call the Office of Business Diversity Programs at (408) 321-5962 for assistance. Listings of eligible firms are also available at the following:

<https://vta.sdbde.com/FrontEnd/VendorSearchPublic.asp?TN=vta&XID=5635>

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

1. SBE PROGRAM REQUIREMENTS:

- a. Goal Assignment:** In connection with performance of this RFP, Contractor must fully comply with VTA policy and procedures pertaining to utilization of SBE firms. A **5.48%** SBE contract specific participation goal has been established by the Office of Business Diversity Programs (“OBDP”) as stated in this RFP. Any certified Disadvantaged Business Enterprise (“DBE”) firm is eligible to participate towards the SBE participation goal. SBE firms must be certified or accepted as certified by VTA’s OBDP and/or the California Department of General Services (DGS).

Listings for SBE and DBE firms are:

VTA SBE Database:

- <https://vta.sdbde.com/FrontEnd/VendorSearchPublic.asp?TN=vta&XID=5635>

California Department of General Services:

- <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

California Unified Certification Program (“CUCP”) DBE Database:

- <https://californiaucp.dbesystem.com/>



- b. Contractor Registration:** All SBE DBE and MWBE firms listed on Form 5, Listing of MWBE Prime and Subcontractors and Form 6, Listing of SBE Prime and Subcontractors, must be certified by VTA's OBDP, the California Unified Certification Program ("CUCP"), and or accepted as certified by OBDP at the time of the Proposal due date to be counted toward the contract SBE goal. Contractors must comply with VTA's SBE Program Policy and Requirements on utilization of SBE.
- b.** A Contractor is required to achieve the SBE participation goal OR submit sufficient documentation to demonstrate a good faith effort was made, and is subject to a Good Faith Effort Review, see Good Faith Effort Guidelines below. Contractor who fails to achieve the SBE participation goal and fails to demonstrate sufficient good faith efforts to meet such goal will be deemed "non-responsive" and therefore ineligible for award of the Contract.
- c.** Form 5, MWBE Listing of Prime and, Form 6, SBE Listing of Prime and Subcontractors, Form 7, Designation of Subcontractors and Suppliers, and other documentation in compliance with SBE/MWBE Program Policy and Requirements must be submitted at time of Proposal submittal.
- d.** It is the Contractor's sole responsibility for verifying sub-contractor certification as a SBE or DBE to VTA.
- 4. CONTRACTOR REPORTING:** Contractor will be required to submit monthly electronic DBE utilization reports through the OBDP web-based online system (B2Gnow), accessed from any computer via the internet at the following website: <https://vta.sdbbe.com>. The monthly reports will document payments to the prime and the prime will report payments made to their sub-contractors.

Each Contractor and sub-consultant, upon logging into the B2Gnow system will receive an email providing information with Log-On identification, password and instructions on how to use the system. Contractor agrees to submit all required electronic reports to OBDP.

- 5. FINAL DBE SUBMITTAL:** At the conclusion of this Contract, Contractor will be required to electronically submit a FINAL DBE Utilization Report by indicating a final payment were requested in the B2Gnow system.
- 6. GOOD FAITH EFFORTS GUIDELINES**

 - a.** Attendance at Pre-Bid/Pre-Proposal Meeting: Attendance at pre-proposal conference, if held by VTA.



- b.** Identification of scope of work for subcontracts in order to meet the project goal: Selecting portions of the work that can be subcontracted to SBEs/DBEs in order to increase the likelihood that the overall SBE/DBE goal will be achieved. This includes where appropriate, breaking out contract work items into economically feasible units to facilitate SBE/DBE utilization.
- c.** Advertisement of subcontracting opportunities: Advertisement in trade association publications and disadvantaged/minority and woman owned business focused media. Advertisements must identify specific subcontracting opportunities being solicited, project name and location, Contractor's contact person including name, address, phone, fax, and email, and Proposal solicitation submittal due date. Advertisements should appear a minimum of ten (10) days prior to Proposal due date.
- d.** Written Requests for Bids/Proposals: Provision of written notices to the maximum number of SBE and DBE firms to solicit interest for each subcontracting area identified sufficient to meet the established goal. Notices should be issued at least ten (10) days prior to Proposal due date.
- e.** Solicitation Follow-Up: Subsequent efforts to solicit SBE and DBE within all available subcontracting areas. The follow-up solicitation should occur within a reasonable time of the initial solicitation, in order to allow the Contractor to solicit additional SBE and DBE and identify additional subcontracting items to draw greater interest and sub-proposals.
- f.** Negotiation in Good Faith: Negotiating in good faith with interested SBE and DBE to facilitate SBE and DBE utilization. Utilize a sound basis for selection and/or rejection of SBE and DBE Proposals.
- g.** Performance of Other Bidders/Proposers in meeting the SBE Goal: In determining where the Contractor has made adequate efforts to meet the SBE and DBE goal, VTA will take into account the performance of other contractors in meeting the established contract-specific goal requirements.
- h.** Provision of assistance to DBEs to obtain bonding, lines of credit and/or insurance: Provision of assistance to interested SBE and DBE firms in obtaining bonding, lines of credit, and/or insurance as required by the Contractor.
- i.** Utilization of community outreach services: Utilization of outreach services within the DBE and SBE community, including consultant groups, local, state and federal SBE and DBE offices and other organizations that provide assistance in the recruitment and placement of SBE and DBE firms.



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

VI. INSURANCE REQUIREMENTS: Contractor must adhere to the insurance requirements set forth in Exhibit E. Proposer’s attention is directed to the insurance requirements in the exhibit. It is highly recommended that Proposers confer with their insurance carriers or brokers in advance of Proposal submission to determine the availability of insurance certificates and endorsements that will be required for the Contract awarded through this RFP.

Proposer’s attention is also directed to the indemnification and defense of claims obligations set forth in Exhibit E.

VII. PROTESTS

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

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

C. POST-AWARD PROTEST: Any protest dealing with violation(s) of the procurement process that the protester could only have become aware of after the award was made must be filed within five (5) working days of the award of the Contract or date protester knew or should have known of the alleged violation.

Protestors will have an opportunity to appear and be heard before the VTA prior to the opening of Proposals in the case of protests based on the content of the RFP, or prior to final award in the case of pre-award protests, or after the final award in the case of post-award protest. Proposer’s requests and protests must be **in writing only** and must be addressed to:

Santa Clara Valley Transportation Authority
Attn: Sunny Drennan, Interim Chief Procurement Officer
Procurement, Contracts & Materials Management
3331 North First Street, Building B
San Jose, California 95134
Email: Sunny.Drennan@vta.org



The full text of VTA's Policy No. 36 may be obtained at <https://www.vta.org/sites/default/files/2020-04/Bid%20Protests%20Procedure.pdf>.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and will result in its rejection.

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

VIII. SCOPE OF SERVICES:

1. Overall Scope

The joint union and management committee (the "Committee" has set clear goals and expectations for the Contractor to assess and identify VTA's challenges and opportunities, anticipate future risks and pitfalls, and make recommendations to improve and continually monitor VTA's culture and climate.

The Contractor will assess VTA's overall culture and climate to help determine measures VTA should implement to meet the short and long-term needs of employees and to increase communication and transparency throughout the organization.

The Contractor's findings and recommended actions must address the concerns of employees including whistleblower policies, procedures, and structure, as well as the provision of specialty behavioral health services, and employee assistance programs.

2. Objectives

This contract is meant to establish specific strategies and tactics needed to deliver and implement a roadmap for an organizational culture and climate transformation ("Culture Change"). Such Culture Change should positively change attitudes and self-awareness among all VTA employees and members of the VTA Board of Directors ("VTA Board"), leading to changes in habits and behaviors and improving the overall experience of being employed by VTA,.

3. General Tasks

The Contractor should complete the following tasks:

- Engage and survey employees at multiple locations (four operating divisions, one administrative office), working various shifts (from 4 a.m. to midnight), using various



effective communication methods and tools to be defined by the consultant and agreed to by the Committee.

- Collect feedback from employees at all levels, classifications, and departments across the agency, including contractors and consultants, Committee members and VTA Board members.
- Collect employee data related to VTA's protected characteristics to allow survey results to be disaggregated by race/ethnicity, gender, etc.
- Integrate work already underway by other contracted organizational assessment subject matter experts, independent third parties, and specialized committees dedicated to personnel structure, financial health, and diversity, equity, and inclusion initiatives.
- Identify strengths, weaknesses, opportunities, and threats to the organization, including the root causes of the weaknesses and threats.
- Evaluate VTA processes, policies, procedures, and training.
- Help assess and refine VTA's values that complement VTA's current vision and mission.
- Identify and prioritize areas of change with a clear path on how to achieve them effectively.
- Provide reports on findings at appropriate junctures in the process to be defined by the Consultant and agreed upon by the Committee.
- Provide framework for continued Culture Change for long-term sustainability of diversity, equity, and inclusion strategies.
- Review draft recommendations with the Committee that build upon the positives and resolve the negatives.
- Define strategies for organizational rollout, acceptance, and adoption.
- Create final report and share findings agency-wide through effective communications plan.
- Help create a system of monitoring and feedback to track Culture Change progress and ensure transparency.
- Work with VTA staff to implement effective, measurable, and sustainable programs and initiatives that will improve our workplace culture and climate.
- Track progress and provide regular updates to the VTA Board, General Manager and the Committee on workplace culture and behavioral health efforts, and progress towards creating a climate of recovery.
- Perform tasks or services the Contractor believes may enhance the Culture Change work and achieve the overall objective of improving the experience of being employed by VTA.

4. Period of Performance

Due to state funding requirements, the Consultant will be expected to start an immediate assessment of the organization once the contract is finalized. This assessment, including recommendations to be implemented and tracked, should be



started no later than May 1, 2022, with all work identified in this scope to be completed by December 31, 2023.

5. End Results/Deliverables

The deliverables should be actionable deliverables that can be implemented throughout all levels of the organization.

6. List of Anticipated Deliverables

Action	Deliverables
Engage and survey employees, advisory/standing committee members and board members	Written feedback from a broad cross-section of agency employees
Synthesize feedback	Survey Report
Conduct SWOT analysis	SWOT report with executive summary
Evaluate existing processes, policies, procedures, and training	Evaluation report with executive summary
Provide final draft report for input and feedback	Collective package with all reports included
Issue final report and work plan	Collective package with all reports included
Share recommendations agencywide	Thorough communications plan
Implement work plan	Recommendations
Ongoing coaching of leadership, management, and staff	One-on-one coaching, grouping learning, scheduled focus sessions
Additional feedback and follow conversations and surveys.	Qualify establish metrics

The foregoing List of Anticipated Deliverables should not be considered comprehensive or mandatory, but rather a VTA’s current understanding of what it believes should be produced by the Contractor’s work. VTA expects that Proposers will, as part of their proposals, further define and refine deliverables that they propose to provide to VTA.

VTA requires the following from the Contractor in order to monitor progress and ensure compliance:

- Ongoing briefings with the General Manager
- Monthly check-ins with the Committee
- Bi-weekly check-ins with the project manager
- Presentation of findings to the VTA Board

The Consultant will also be required to work with other consultant assessment efforts currently underway, leveraging the data already collected and professional assessments for purposes of comparison and to avoid duplication of similar efforts.



IX. ADMINISTRATIVE SUBMITTALS

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

FORM 1. GENERAL INFORMATION

FORM 2. LEVINE ACT STATEMENT

FORM 3. EXCEPTIONS TO THE CONTRACT

FORM 4. COST PROPOSAL FORM

FORM 5. LISTING OF MWBE PRIME AND SUBCONTRACTORS

FORM 6. LISTING OF SBE PRIME AND SUBCONTRACTORS

FORM 7. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

FORM 8. LOCAL FIRM CERTIFICATION



FORM 1. GENERAL INFORMATION

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

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

*Commercial and Government Entity (www.sam.gov)

POINT(S) OF CONTACT

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

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

AUTHORIZED SIGNATORIES:

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

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



FORM 2. LEVINE ACT STATEMENT

Prime Proposer and Subconsultants must submit a signed Levine Act Statement

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

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

Name	Title	Represents
Charles "Chappie" Jones	Chairperson	City of San Jose
Rich Constantine	Vice Chairperson	City of Morgan Hill
Sergio Jimenez	VTA Board Member	City of San Jose
Magdalena Carrasco	VTA Board Member	City of San Jose
Sam Liccardo	VTA Board Member	City of San Jose
Raul Peralez	VTA Board Member	City of San Jose
Devora "Dev" Davis	VTA Alternate Board Member	City of San Jose
Lynette Eng Lee	VTA Alternate Board Member	City of Los Altos
Patrick "Pat" Burt	VTA Board Member	City of Palo Alto
Darcy Paul	VTA Board Member	City of Cupertino
Rob Rennie	VTA Alternate Board Member	Town of Los Gatos
Glenn Hendricks	VTA Board Member	City of Sunnyvale
Marie Blankley	VTA Alternate Board Member	City of Gilroy
Carmen Montano	VTA Board Member	City of Milpitas
Lisa Gillmor	VTA Alternate Board Member	City of Santa Clara
Cindy Chavez	VTA Board Member	County of Santa Clara
Joe Simitian	VTA Board Member	County of Santa Clara
Otto Lee	VTA Alternate Board Member	County of Santa Clara
Margaret Abe-Koga	Ex-Officio Member	Metropolitan Transportation Commission

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

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

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

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

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

Signature: Firm Name: Date:



FORM 3. EXCEPTIONS TO THE CONTRACT

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

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

Proposer takes exception to the following:

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

*Make copies of this page if necessary

“Proposer takes no exceptions”

Firm Name:

Name

Title

Signature

Date



FORM 4. COST PROPOSAL FORM

Proposer:				
DETAIL DESCRIPTION OF COST ELEMENTS				
1. Personnel / Labor Classifications	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL LABOR				
2. SUBCONSULTANT COSTS (Attach Itemization)				
3. OTHER DIRECT COSTS (Attach Itemization)				
TOTAL COST PROPOSAL				

Firm Name:

Name

Title

Signature

Date



FORM 5. LISTING OF MWBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

MWBE: Yes No Age of Firm _____

Address: _____ Name & Title: _____

City, State, _____ Signature/ _____

Zip: _____ Date _____

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

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

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

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

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

Description of Work

1. _____

2. _____

3. _____

4. _____

5. _____



FORM 6. LISTING OF SBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

SBE: Yes No Age of Firm _____

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

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

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

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

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

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

Description of Work

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

SBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:

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

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



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

Proposer: _____

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

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

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

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

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

Total Proposed Amount: \$ _____

Amount to be subcontracted: \$ _____

Percent to be subcontracted: _____ %



FORM 8. LOCAL FIRM CERTIFICATION

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

If a local firm, specify local address: _____

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

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

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

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

Firm Name: _____

Name Title

Signature Date



X. EXHIBITS

Exhibit	Sample Contract
Exhibit A	Scope of Services
Exhibit B	Compensation, Invoice and Payment
Exhibit C	Rate Schedule
Exhibit D	Approved Subcontractors
Exhibit E	Insurance Requirements
Exhibit F	Small Business Enterprise (SBE) Requirement



SAMPLE CONTRACT
CONTRACT
BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
[CONTNAME]
FOR
ORGANIZATIONAL CULTURE AND CLIMATE TRANSFORMATION

CONTRACT NO. S2342

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

- A. SERVICES TO BE PERFORMED:** Contractor must furnish all technical and professional labor, and materials to perform the services described in Exhibit A (herein referred to as “Services”).
- B. TERM OF THIS CONTRACT:** The term of this Contract will commence on the Effective Date (as defined in the signature block below) and continue through December 31, 2023 (unless otherwise earlier terminated pursuant to the terms and conditions set forth herein).
- C. DAYS:** For purposes of this Contract, all references herein to “day” 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” or “business day” will mean any business day, excluding Saturdays, Sundays and legal holidays.
- D. COMPENSATION:** Contractor will be paid in accordance with Exhibits B and C for the Services.

Total compensation for the Services provided hereunder must not exceed \$xx,xxx.00.

E. PERFORMANCE OF THE SERVICES:

1. Contractor represents that it is sufficiently experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Services.
2. Contractor must perform the Services with the degree of skill and judgment normally exercised by firms performing services of a similar nature. In addition to other rights and remedies that VTA may have, VTA, at its option, may require Contractor, at Contractor’s expense, to re-perform any Services that fail to meet the above standards.

F. ASSIGNMENT AND SUBCONTRACTS:



1. Contractor must not assign or transfer this Contract or any portion thereof without the prior written consent of VTA. Additionally, Contractor must not subcontract any part of its Services other than to those subcontractors that may be identified Exhibit D. Any assignment, transfer, change or subcontract in violation of this Contract will be void.
2. Contractor will be fully responsible and liable for the Services, products and actions of all subcontractors and suppliers of any tier, and must include in each subcontract any provisions necessary to make all the terms and conditions of this Contract fully effective.

G. CHANGES: By written notice from VTA's Authorized Representative (as defined in Section N.1), VTA may, from time to time, order work suspension or make changes within the general scope of this Contract. If any such changes cause an increase or decrease in Contractor's cost to perform the Service or in the time required for its performance, Contractor must promptly notify VTA thereof and assert its claim for adjustment within ten (10) days after the change is ordered, and an equitable adjustment will be negotiated.

H. AUDIT AND RECORDS:

1. 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 the Services. Such documentation must be supported by properly executed payrolls, invoices, contracts and vouchers evidencing in detail the nature and propriety of any charges. Such documentation must be sufficient to allow a proper audit of the Services. All checks, payrolls, invoices, contracts and other accounting documents pertaining in whole or in part to the Services must be clearly identified and readily accessible.
2. For the duration of this Contract, and for a period of three (3) years thereafter, VTA, its representatives and the state auditor will have the right to examine and audit during Contractor's normal business hours the books, accounts, records, data and other relevant information to the extent required to verify the costs incurred hereunder where such costs are the basis for billings under this Contract.
3. Contractor must report indirect costs in accordance with the cost principles contained in 48 CFR Part 31, and follow the uniform administrative requirements set forth in 2 CFR Part 200, as modified by 2 CFR Part 1201.
4. The provisions of this AUDIT AND RECORDS section must be included in any subcontracts hereunder.

I. PROHIBITED INTERESTS:

1. **SOLICITATION:** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than



a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, VTA will have the right to rescind this Contract without liability.

2. **INTEREST OF PUBLIC OFFICIALS:** No Board Member, officer or employee of the VTA during his or her tenure or for two (2) years thereafter will have any interest, direct or indirect, in this Contract or the proceeds thereof.
3. **INTEREST OF THE CONTRACTOR:** The Contractor covenants that, presently, Contractor, its officers, directors or agents, have no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree (or create an appearance of conflict) with the performance of the Services. The Contractor further covenants that in the performance of this Contract no person having any such interest will be knowingly employed.

J. TERMINATION AND SUSPENSION:

1. VTA may, by giving at least ten (10) business days' written notice to Contractor, terminate this Contract, or suspend performance hereunder, in whole or in part at any time for VTA's convenience. Contractor will be compensated (i) in accordance with the terms of this Contract for the Services satisfactorily performed prior to the effective date and time of termination or suspension, or (ii) the minimum dollar amount stated herein, whichever is applicable. Contractor will have no right to recover lost profits on the balance of the Services.
2. VTA, by written notice given to Contractor, may declare default in Contractor's performance of any term of this Contract, specifying with particularity the basis for such default. Contractor must deliver a response thereto in writing to VTA within two (2) business days of receipt of the notice, setting forth a reasonable proposal to cure the default. If Contractor fails to deliver the foregoing response on time or fails to cure the default within ten (10) business days after receipt of the notice (or within such additional time the Parties may agree upon in writing), VTA may elect to terminate this Contract for cause by serving written notice thereof to Contractor.
3. In the event of such termination for cause, VTA will be relieved of any obligation of further payment to Contractor, including its obligation to procure the minimum dollar amount stated herein (if any), and may complete the remainder of the Services by itself, or by using an alternative, third party contractor. The additional cost to VTA for completing the Services will be deducted from any sum due to 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.



-
4. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of VTA.

K. REGISTRATION: Contractor must register and maintain an active registration with the US government's System for Award Management (SAM) in order to do business with VTA. Such registration may be completed at the following web address:

<https://www.sam.gov/SAM/pages/public/index.jsf>

L. GOOD FAITH REQUIREMENT: Contractor is hereby informed that they must at all times deal in good faith and truthfully with VTA, including in reports, claims, requests for change orders, equitable adjustments, or contract modifications; and that requests of any kind seeking increased compensation or decreases of an obligation on a VTA Contract should only be in good faith, and upon an honest evaluation of the underlying circumstances and an honest calculation of any amount being sought. Any violation of this standard of conduct will subject the Contractor to being deemed non-responsible and potentially ineligible for future contracts with VTA, regardless of whether VTA relied on or responded to the submission.

M. GENERAL PROVISIONS:

1. **OWNERSHIP OF DATA:** All drawings, specifications, reports and other data developed by Contractor, its assigned employees or subcontractors pursuant to this Contract will become the property of VTA as prepared, whether delivered to VTA or not. Unless otherwise provided herein, all such data must be delivered to VTA or its designee upon completion of this Contract or at such other times as VTA or its designee may request.

2. **CIVIL RIGHTS:**

- a. **NONDISCRIMINATION:** During performance of this Contract, Contractor, its employees and subcontractors 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. In addition, Contractor and any subcontractor must not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to use family care leave. Contractor must ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment.

- b. **ADA Accessible Information and Communications:** Any and all deliverables provided by Contractor to VTA pursuant to the Contract must be prepared and delivered in a format that is accessible to individuals with disabilities, as required by



(i) the American with Disabilities Act of 1990 (ADA); (ii) 28 CFR Parts 35 and 36; (iii) 49 CFR Part 37; (iv) Section 504 of the Rehabilitation Act of 1973, as amended; and (v) California's Unruh Civil Rights Act.

3. **GOVERNING LAW:** The laws of the State of California will govern these terms and conditions, as well as any claim that might arise between Contractor and VTA, without regard to conflict of law provisions.
4. **FORUM SELECTION:** Any lawsuit or legal action arising from this Contract will 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.
5. **CONFIDENTIALITY AND DISCLOSURE:** Except as set forth in this paragraph, Contractor must not disclose to third parties any information, data, or materials that the Contractor obtains from VTA or otherwise learns of or is exposed to in the course of the performance of this Contract or information developed or obtained by Contractor in the performance of this Contract ("Confidential Information"). In addition, Contractor must not disclose or use any Confidential Information for any purpose other than the performance of the Services. Notwithstanding the foregoing, Contractor may disclose Confidential Information to third parties or use such information for purposes other than performance of the Services if: (1) VTA provides express written consent for such use or disclosure; (2) the information is known to Contractor prior to obtaining such information from VTA or performing Services under this Contract; (3) the information is, at the time of disclosure by Contractor, then in the public domain; (4) the information is obtained by or from a third party who did not receive it, directly or indirectly, from VTA and who has no obligation of confidentiality with respect thereto. In addition, Contractor may disclose Confidential Information if required to do so by court order. However, upon receipt of an order requiring such disclosure, Contractor must inform VTA as soon as practicable in order to allow VTA to challenge such order if it determines that such challenge is appropriate. For purposes of this Section, "third parties" do not include those employees or authorized subcontractors engaged in the performance of the Services.
6. **NONWAIVER:** Failure of VTA to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law or its failure to properly notify Contractor in the event of breach or its acceptance of or payment for any Services hereunder will not release Contractor from the representations or obligations of this Contract and will not be deemed a waiver of any right of VTA to insist upon strict performance hereof or any of its rights or remedies hereunder.
7. **SEVERABILITY:** If any of the provisions of this Contract (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Contractor will negotiate an equitable adjustment in the provisions this Contract with a view toward effecting the purpose of this Contract, and the validity and



enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.

- 8. INDEPENDENT CONTRACTOR:** In performance of the Services, Contractor will be acting as an independent contractor and not the agent or employee of VTA.
- 9. ENTIRE CONTRACT:** This Contract constitutes the entire contract between VTA and Contractor relating to the subject matter hereof and supersedes any previous contracts, agreements, or understandings, whether oral or written.
- 10. AMENDMENT:** Except as expressly provided herein, the provisions of this Contract cannot be altered, modified or amended except through the execution of a written amendment executed by VTA and Contractor.
- 11. COMPLIANCE WITH APPLICABLE LAW:** In the performance of the Services, Contractor and its subcontractors must comply with all applicable requirements of state, federal and local law. The provision of this paragraph must be included in any subcontracts hereunder.
- 12. DOCUMENTS AND WRITTEN REPORTS:** In accordance with Government Code § 7550(a), any document or written report prepared in whole or in part by nonemployees of VTA will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost of the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000.00). The contract and subcontract numbers and dollar amounts must be contained in a separate section of the document or written report.
- 13. INCORPORATION OF EXHIBITS AND ATTACHMENTS:** All exhibits and attachments referenced in this Contract are incorporated herein by this reference.

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

1. AUTHORIZED REPRESENTATIVES:

VTA:
Sunny Drennan, Interim Chief Procurement Officer
3331 N. First Street, Bldg. B
San Jose, CA 95134-1927
sunny.drennan@vta.org

Contractor:
Name/Title
Company Name
Address



City/State/Zip
Telephone
Email

2. **NOTICES:** Notices must be in writing and addressed to the Authorized Representatives at the addresses set forth above.
3. **POINTS OF CONTACT:** The Points of Contact listed below are authorized to communicate regarding contract matters, except in the case where correspondence regarding legal notices must be addressed to the Authorized Representatives.

VTA:

Norman David, Contracts Administrator
3331 N. First Street, Bldg. B
San Jose, CA 95134-1927
norman.david@vta.org

Contractor:

Name/Title
Company Name
Address
City/State/Zip
Telephone
Email

4. 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

O. INSURANCE: Contractor must adhere to the insurance requirements set forth in Exhibit E.

P. INDEMNITY AND DEFENSE OF CLAIMS:

1. Contractor must indemnify and hold harmless VTA, any public agencies within whose jurisdiction, on whose behalf, or on whose property the Services are being performed, any party VTA is contractually obligated to identify in this Contract as an indemnitee, and each of their respective Board of Directors, Board of Supervisors, Councils, individual board members, officers, agents, employees, and consultants (each, an "Indemnitee"; collectively, the "Indemnitees") from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, or fees and costs (including attorneys' and experts' fees and costs) (each a "Claim" and collectively "Claims") arising out of, pertaining to, caused by, or in any way relating to the work performed under this Contract, including compliance or non-compliance with the terms of this Contract, by Contractor and/or its agents, employees, or subcontractors, whether such Claims are based upon a contract, personal injury, death, property damage, or any other legal or equitable theory whatsoever.



2. Contractor agrees, at its own expense, and upon written request by VTA or any individual Indemnitee, to immediately defend any suit, action, proceeding, dispute, or demand brought against any Indemnitee founded upon, alleging, or implicating any Claims covered by Contractor’s indemnity obligation set forth above in subparagraph (1) immediately above and regardless of whether Contractor and/or any of its agents, employees, or subcontractors, was, in fact, liable. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused by the sole or active negligence or willful misconduct by VTA or its agents, servants, or independent contractors who are acting on behalf of VTA, VTA 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.

3. This indemnity and defense of claims provision will survive the expiration or termination of this Contract and remain in full force and effect.

Q. BUSINESS DIVERSITY PROGRAM REQUIREMENTS: Contractor must adhere to the Small Business Enterprise requirements set forth in Exhibit F.

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

*Santa Clara Valley
Transportation Authority*

Contname

Name
Title

Name
Title

Date

Date

Approved as to Form

VTA Counsel



EXHIBIT A SCOPE OF SERVICES

[TO BE INSERTED UPON CONTRACT AWARD]



EXHIBIT B COMPENSATION, INVOICING and PAYMENT
TIME and MATERIALS

For the satisfactory performance and completion of the Services under this Contract, VTA will compensate Contractor as set forth herein.

A. COMPENSATION: This is a time and materials Contract with a maximum value of \$XX,XXX.00, for which amount Contractor agrees to complete the Services defined in this Contract. Contractor is not authorized to provide Services hereunder exceeding the above-stated amount.

1. LABOR COSTS: The Services must be invoiced in accordance with the following rate schedules.

a. **Exempt Personnel:** VTA will pay for work by exempt personnel (as determined under the Fair Labor Standards Act, 29 U.S.C. § 201-219) at the labor rates listed below (or as identified in Exhibit C), which include direct labor, indirect labor, overhead and profit. VTA payment for work by exempt personnel will not include any premium pay.

Name	Classification	Hourly Rate

b. **Non-Exempt Personnel:** VTA will pay for overtime work by non-exempt personnel (Time and a Half, Double Time) in accordance with California law. VTA must approve all premium time in advance in writing.

Name	Classification	Hourly Rate

c. Contractor may request increases in labor rates. Increases in labor rates may occur only once in a twelve (12) month period per individual. Contractor must make all requests in writing and deliver them to VTA at least thirty (30) days prior to the date the requested new rates are to become effective. VTA will review the request and, at its sole discretion, approve or deny the request in writing. VTA will issue adjustments, if any, prior to the effective date of the new labor rates.

d. The labor rate paid by Contractor to each employee may not increase more than the annual average of the Consumer Price Index for the San Francisco Bay Area, using the **CPI-U, All Urban Consumers** index type for the twelve (12) month period preceding a new rate. The CPI is as a guideline only, and VTA is not obligated to match or increase this rate.



e. At its discretion, VTA will consider individual exceptions to the above limitations, on a case-by-case basis, not to exceed one (1) adjustment per employee per year, where Contractor can demonstrate that additional compensation is necessary to retain a specific employee VTA considers, in its sole discretion, to be essential.

2. **SUBCONTRACTOR COSTS:** VTA will reimburse subcontractor costs at actual cost without mark-up. Subcontractor costs must be supported by invoices, as are prime costs. See paragraph B, Invoicing.

3. **OTHER DIRECT COSTS (ODCs):**

a. The following categories of expenses are considered ODCs:

i. **Travel Expenses:** Any travel expense (as described below) must be authorized by VTA in writing prior to Contractor incurring the expense of such travel. VTA may deny reimbursement of any travel expense incurred by Contractor prior to VTA's written approval. If VTA approves of the travel expense, VTA will reimburse the following types of travel expenses related to the performance of Services at the following per-diem or lump sum rates:

Car Rental: \$50/day (including all gas and all associated fees)

Flight: The rates set forth as GSA City Pairs Gov't "YCA" Fare (<https://cpsearch.fas.gsa.gov/cpsearch/search.do>)

Food/Beverage and Hotel: The rates set forth as GSA per diem rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>)

Mileage: The rates set forth as GSA mileage allowance (<https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>)

ii. VTA will reimburse parking, tolls, deliveries, printing, plan reproduction, blue print services, and any other expenses directly associated with the Services at actual cost without markup. Contractor must provide appropriate supporting documentation, including detailed receipts. If any of the ODCs described in this paragraph will exceed \$500.00, Contractor must receive VTA's written approval prior to incurring such expense. VTA may deny reimbursement of any such ODC expense incurred by Contractor prior to VTA's written approval.

b. Except as otherwise provided herein, telephone charges, computer costs, CAD machine charges, in-house copying charges, and facsimile charges must be included in overhead and will not be reimbursed as an ODC. Additionally, VTA will not reimburse any of



the following types of expenses: alcohol, travel upgrades, fines, memberships, loss of personal property or cash, “no shows,” or personal itinerary changes.

- c. No other categories of expenses will be subject to reimbursement as an ODC without the prior written approval of VTA.

B. INVOICING:

1. **INVOICE FORMAT:** VTA will pay Contractor on the basis of invoices submitted every month for the Services performed during the preceding month. Invoices must be in a form acceptable to VTA and each invoice must include:

- Contract Number.
- Name, classification and labor rate of employee.
- Description of work performed.
- Hours worked by employee accompanying with signed timesheets.
- Other Direct Costs.
- Subcontractor costs with itemization in same format above.
- Total costs.
- Percent of schedule and budget Expended.

2. **WAIVER:** Contractor will be deemed to have waived the right to payment for Services not invoiced within six (6) months of the date the services were performed. For purpose of this provision the date of the invoice will be the date of receipt by VTA.

3. **INVOICE SUBMITTAL:** Contractor must submit invoices by e-mail to the address listed below. Invoices must be in a PDF, word, or excel format.

Email: VTA.AccountsPayable@vta.org

4. Should VTA contest any portion of an invoice, that portion will be held for resolution, and the uncontested balance will be processed for payment. VTA may, at any time, conduct an audit of any and all records kept by Contractor related to the Services performed under this Contract. Any overpayment uncovered in such an audit may be charged against the Contractor future invoices and any retention funds.

- C. **PROMPT PAYMENT:** VTA will pay Contractor within thirty (30) days after receipt by VTA of a proper, fully documented, invoice. Contractor must pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within fifteen (15) days of receipt of payment by VTA for such Services. Contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor’s work is satisfactorily completed.



EXHIBIT C RATE SCHEDULE
Effective Date MM/DD/20YY

[TO BE INSERTED UPON CONTRACT AWARD]



EXHIBIT D APPROVED SUBCONTRACTORS

[TO BE INSERTED UPON CONTRACT AWARD]



EXHIBIT E INSURANCE REQUIREMENTS

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

INSURANCE

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

A. Liability and Workers' Compensation Insurance

1. Minimum Scope of Coverage

Coverage must be at least as broad as:

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



- e. Cyber Liability (including network security coverage).

2. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

3. Self-Insured Retention

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of \$50,000 (\$100,000 if Contractor is a publicly-traded company) must be declared to and approved by VTA. If Contractor is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To



apply for approval for a level of retention or deductible in excess of \$50,000, Contractor must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess Contractor's ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require Contractor to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by Contractor. Contractor may request execution of a nondisclosure agreement prior to submission of financial reports.

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

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

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

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



coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.

- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability General Aggregate limit must apply per project, not per policy.
- e. Products/Completed Operations Liability coverage must be maintained for a minimum of two (2) years following completion of this Contract.

2. All Coverages

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

3. Other insurance provisions

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

D. Acceptability of Insurers



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

E. Certificates of Insurance

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

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

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

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

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

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

F. Maintenance of Insurance

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

Ed. Rev. 10-1-19



EXHIBIT F SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

A. SMALL BUSINESS ENTERPRISES:

1. It is VTA policy to ensure that Small Business Enterprise (“SBE”) firms, as defined in Federal Regulations at 13 CFR Part 121 and 49 CFR Part 26, have an equitable opportunity to participate in the performance of Contracts and subcontracts.
2. In connection with its performance under this Contract, Contractor agrees to achieve the committed **5.48%** SBE goal for this project.
3. VTA will monitor compliance with Contract requirements for SBE firms. Electronic submittal will be on a web-based online system (B2Gnow), accessed from any computer via the internet at the following website: <https://VTA.sbdbe.com>. Contractor will be notified via e-mail with instructions on how to utilize the system.
4. Contractor will be required to submit monthly SBE utilization reports electronically to the VTA Office of Business Diversity Programs. These reports will be submitted electronically by the Contractor and will document when payments are made to subcontractors and SBE firms.

- C. At the conclusion of this Contract, Contractor must submit a final SBE utilization report electronically to the VTA Office of Business Diversity Programs at: OBDP@VTA.org by indicating a final audit were requested in the B2Gnow system.