

Contract S26070

AXIS COMMUNICATIONS CAMERA AND EQUIPMENT

Invitation for Bids


Issue Date: June 16, 2026

Technology

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

NOTICE OF INVITATION FOR BIDS NO. S26070

Bidders responding to this Invitation for Bids ("**IFB**") must submit the required Bid materials no later than **2:00 p.m. Pacific Time on July 30, 2026** to VTA's Procurement Website (<https://www.vta.org/business-center>).

DocuSigned by:

EDEF70E743EF483...
Nicole Chapman
Chief Procurement Officer
VTA Procurement, Contracts and Business Development

Santa Clara Valley Transportation Authority

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Section 1 PRELIMINARY INFORMATION

1.1 Introduction to Santa Clara Valley Transportation Authority

The Santa Clara Valley Transportation Authority ("VTA") is an independent special district responsible for bus and light rail operations, paratransit, congestion management, specific highway improvement projects and countywide transportation planning. As such, VTA is both an accessible transit provider and multi-modal transportation planning organization involved with transit, highways, roadways, bikeways, and pedestrian facilities. VTA's bus fleet of 505 buses serves a 346 square mile urbanized service area and operates approximately 18 million miles annually. The 42.2-mile light rail system is served by 99 rail cars and 5 historic trolley cars and operates approximately 2.2 million miles annually. VTA employs approximately 2,300 people, of whom approximately 700 are administrative, clerical and professional positions and approximately 1,600 are operators and maintenance positions. There are 4 operating/maintenance facilities located within Santa Clara County. The administrative headquarters is located separately from these 4 facilities. For more information about VTA log on to www.VTA.org.

1.2 About this IFB

VTA seeks bids (each a "**Bid**") from responsive and responsible qualified firms (each a "**Bidder**") to provide **Axis Camera and Equipment Parts** for the project titled below and further described in the Scope of Work (the "**Project**"):

**AXIS BRAND CAMERAS AND EQUIPMENT SPARE PARTS
CONTRACT S26070**

VTA intends to award a contract for the Project to the Successful Bidder (the "**Contract**"). If awarded, the base Contract will have a term of five (5) years and two (2) one-year options for a maximum term of seven (7) years. This IFB neither commits VTA to enter into such Contract nor obligates VTA to pay for costs incurred in preparation or submission of Bids or in anticipation of entry into a Contract. The Successful Bidder awarded the Contract, if any, is referred to as the "**Contractor**".

1.3 Definitions

Capitalized terms used in this IFB have the meaning set forth in 0, Definitions and Acronyms. Definitions of capitalized terms used and not otherwise defined in 0, Definitions and Acronyms, are set out in Exhibit 1, Definitions and Interpretation, of the Contract.

1.4 Order of Precedence, Conflicts, or Inconsistencies

Except as otherwise expressly set out in this IFB, if there are any conflicts or inconsistencies among the terms and conditions of any of the documents comprising this IFB, the following will apply:

- (a) with respect to matters of interpretation related to the IFB process, the order of precedence will be as follows:
 - (i) Section 1, Preliminary Information to Section 4, Bid Forms will prevail over the IFB Appendices; and
 - (ii) subject to Section 1.4(b), Section 1, Preliminary Information to Section 4, Bid Forms and the IFB Appendices will prevail over the Contract;
- (b) with respect to conflicts between the definitions contained in this IFB and the definitions contained in the Contract, unless the context provides otherwise, the Contract definitions will control with respect to matters of interpretation related to the Project or the Contract and this IFB's definitions will control with respect to matters of interpretation related to the solicitation process; and
- (c) with respect to matters of interpretation related to the Project or the Contract, the Contract will prevail over the documents in any other part of this IFB.

1.5 Procurement Website Registration

The full set of solicitation documents, including this IFB and all Appendices (including the Form of Contract) can be found at <http://www.vta.org> ("**VTA's Procurement Website**"). Bidders are solely responsible for monitoring VTA's Procurement Website, for receiving and reviewing all documents provided through VTA's Procurement Website and for dissemination of all documents to the rest of the Bidder's team members.

Bidders must register on VTA's Procurement Website as a condition of bidding to ensure they will receive this IFB and all Appendices, as well as notification of any subsequent potential addenda or other pertinent information. Instruction for registering for access to VTA's Procurement Website are as follows:

- (a) Go to <https://www.vta.org/business-center>, then select "Get Registered"
- (b) Provide email address and click "Sign Up"
- (c) Check email for a system message providing a link to activate account
- (d) Click on the "Activate Account" link
- (e) Once activated, the system will take the Bidder to the Vendor Registration page where the Bidder enters registration information
- (f) Select NAICS code(s) and adjust email subscription settings for notification preferences
- (g) To view this solicitation, select "Visit Portal"
- (h) To sign up for automatic email updates for this IFB, select this solicitation on the "Visit Portal" page and then click "Follow"
- (i) Download all solicitation documents
- (j) To receive automatic notifications for upcoming VTA projects, click "+ Subscribe" on the main "Procurement Portal" page
- (k) The VTA Procurement Website Page is: <https://procurement.opengov.com/portal/vta>

1.6 Changes in Bidder's organization

- (a) Subject to Section 1.6(b), a Bidder may add, delete, or substitute their team members and reorganize their team members during the IFB process, unless the change would result in an organizational conflict of interest (as defined in Section 1.12, Conflicts of Interest).
- (b) A Bidder must not do any of the following after submission of its Bid and prior to execution of the Contract:
 - (i) delete, substitute, or change the composition of the Bidder or any Key Subcontractor or change the role or scope of work of the Bidder or a Key Subcontractor, in each case as identified in its Bid; or
 - (ii) otherwise reorganize its team to the extent that such reorganization would render the information provided in its Bid inaccurate or incomplete, (each an "**Organizational Change**").

1.7 Reserved

1.8 Description of Work

The Work to be performed under the Contract consists of furnishing all labor, materials, tools, equipment, services, supervision, and incidentals necessary to complete the Project. The Work is further described in the Scope of Work and the Technical Specifications.

1.8.1 Scope of Work:

- (a) The purpose of this Contract is to purchase a Axis Communications ("Axis") camera and equipment to support the CCTV system across VTA locations and facilities. The Axis material is for repairs and upgrades to the existing infrastructure, as well as for new CCTV projects moving forward.
- (b) This contract is to ensure that the VTA Technology staff can obtain new Axis cameras and equipment in a timely manner. New Axis cameras and material will be delivered to the VTA's Headquarters locations, either River Oaks or the New Almaden Headquarters. This process will provide a flexible, cost-effective way to source Axis material for deployment in the field, while maintaining a stock of the most common devices.

- (c) Provide purchasing access to the full line of Axis products. Accessibility is needed for the current Axis Communications Products and Solutions catalog, and subsequent semi-annual catalogs. Like most manufacturers, Axis changes its product lines and model numbers rapidly. VTA cannot be locked into just a few model numbers, as they are obsolete for new models. The total contract value does not change.
- (d) Standard 3-day shipping is most often used and must be included in the product's unit price. VTA prefers the option of quicker delivery for priority orders. Express delivery options (overnight, next-day) are preferred for urgent material needs with a written/email request. In such cases, VTA will cover the freight charges for the urgent deliveries, and the freight must be listed as a separate line on the invoice.

1.8.2 Requirements

- (a) Bids can only be accepted from an authorized Axis Communications Gold Partner – Axis Channel Partner Program (CPP).
- (b) Contractor must deliver the ordered material within seven days from the order date for most items when the order is placed via email by the VTA-authorized personnel. It is acknowledged that some items may have longer delivery times due to specially ordered parts.
- (c) All deliveries are to be considered inside delivery to specified locations as specified by the authorized VTA personnel. All items must be guaranteed against faulty material and workmanship and delivered as such. Deliveries of incorrect or faulty items will be rejected and returned at Contractor's expense. Failure to deliver within the specified time may be cause for cancellation of the order.
- (d) The Contractor shall deliver all materials ordered to the VTA's Headquarter locations, either River Oaks or the New Almaden Headquarters.
 - (i) River Oaks - 3331 N. First Street, San Jose, California 95134
 - (ii) Almaden Headquarters - 488 S. Almaden Blvd, San Jose, CA 95110

1.8.3 List of Deliverables:

Access to the full catalog line of Axis Products and Solutions for Cameras and Equipment Parts.

1.9 Reserved

1.10 California Air Resources Board Certification Requirement

Pursuant to section 2449(i) of Title 13, California Code of Regulations, at the time of its Bid submission and at VTA's request following Bid submission, the Bidder must provide to VTA a Certificate of Reported Compliance (or certify that a Certificate of Reported Compliance is not required) for any fleet of vehicles that will be used by the Contractor in the performance of the Services with a diesel-fueled or alternative diesel-fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road.

Bidders can register and report their emissions standards in the DOORS reporting system to receive their certifications.

1.11 Confidentiality

1.11.1 VTA Use

All information submitted to VTA under this IFB and solicitation process becomes the exclusive property of VTA and may be returned at VTA's sole discretion. Despite any Bidder copyright designations contained in a Bid, VTA will have the right to make copies and distribute a Bid internally and to comply with the provisions of the California Public Records Act, and any other public record or other disclosure requirements under the provisions of any state or United States statute or regulation, or rule or order of any court of competent jurisdiction.

1.11.2 Confidentiality and California Public Records Act Compliance

- (a) All information submitted to VTA under this IFB and solicitation process will be handled and managed by VTA in accordance with California Government Code Section 7920.000 et seq. ("**California Public Records Act**" or "**CPRA**"). Records may only be withheld pursuant to a qualifying exemption as specified in the California Public Records Act. As required by CPRA Section 7921.005, VTA at its discretion will make the ultimate decision as to whether or not any Records qualify for an exemption from release pursuant to the California Public Records Act.
- (b) California Public Contract Code Section 22164(b)(4)(B) provides that information that is not otherwise a public record pursuant to the California Public Records Act will not be open to public inspection. If a Bidder considers that any information or materials that it submits contains information that is CPRA Exempt Material, the Bidder must clearly mark the relevant information as "Trade Secret," "Confidential," or "Proprietary." A Bidder will not be permitted to designate as a "Trade Secret," "Confidential," or "Proprietary" the name of the Bidder, the Bid price, or any other information that is not actually a "Trade Secret," "Confidential," or "Proprietary."
- (c) Blanket designations that do not identify the specific information or materials the Bidder believes is a "Trade Secret," "Confidential," or "Proprietary" will not be acceptable, and may be cause for VTA to treat all submitted information as public information that does not include a "Trade Secret" or "Confidential" or "Proprietary" information.
- (d) No designation by a Bidder of information or materials as "Trade Secret," "Confidential," or "Proprietary" will be binding on VTA or determinative of any issue relating to the application of, or treatment of such information or materials under, the California Public Records Act or any other Applicable Law.
- (e) VTA will not advise Bidders as to the nature or content of documents that may qualify for a legal exemption from disclosure under the California Public Records Act.
- (f) If VTA receives a California Public Records Act request with respect to all or a part of any information that a Bidder has identified as "Trade Secret," "Confidential," or "Proprietary":
 - (i) at its sole discretion, VTA may determine that it will disclose all or a portion of the requested records to the requestor. Before disclosing records in response to such request, VTA will use reasonable efforts to inform the Bidder of its intention to provide such records. In the event the Bidder wishes to prevent disclosure of the requested records, the Bidder's sole recourse will be to independently pursue legal action to obtain a court order enjoining the disclosure of the requested records, in which event, VTA will at its sole discretion decide what legal action, if any, VTA will pursue in the context of the Contractor's legal action; or
 - (ii) VTA may determine that it will withhold all or a part of the requested records. The Bidder acknowledges that in such an event, the requestor could elect to pursue legal action against VTA to obtain a court order determining the requested records are not exempt from disclosure under the California Public Records Act, in which event, VTA will at its sole discretion decide what legal action, if any, VTA will pursue regarding the requestor's legal action.
- (g) In the event of litigation concerning the disclosure of any records, VTA's sole involvement will be as a stakeholder, retaining the records until otherwise ordered by a court. The Bidder, at its sole expense and risk, will be fully responsible for any and all fees for prosecuting or defending any action concerning the records and will indemnify and hold VTA harmless from all costs and expenses, including attorney's fees in connection with any such action.

1.11.3 Confidentiality and non-disclosure

VTA may identify materials and information, including design specifications or construction documents that relate to transportation systems, transit stations, vehicles, communications, security systems, vulnerability assessments and contingency plans to be provided to Bidders as part of the IFB, the Contract or as part of a Reference Document, which VTA may designate as Critical Infrastructure Information ("**CII**"), Security Sensitive Information ("**SSI**"), or confidential information exempt from disclosure to the public or other unauthorized persons as provided under 6 C.F.R. Part 29, 49 C.F.R. Part 15, or California Government Code Section 7921.500 et seq. If VTA intends to make such information available to Bidders, VTA will provide

further instructions as part of the IFB process and may also require Bidders to comply with additional protocols and procedures to ensure safeguarding of such information.

1.11.4 Media Releases and Communications

Bidders must not issue media releases, including news releases, internet postings, advertisements, or any other public communications pertaining to the Project without prior written approval from the VTA Communications Department. Bidders must not have any communications with media outlets without prior written approval from the VTA Communications Department, and then only in coordination with the Contract Administrator.

1.12 Conflicts of Interest

Bidders must comply with the VTA Organizational Conflict of Interest Procedures which can be accessed at <https://www.vta.org/sites/default/files/2024-08/Attachment%20J%E2%80%9393VTA-Organizational-Conflict-of-Interest-Procedures.pdf>.

In accordance with the Scope of Work, the Contractor's duties and services under the Contract will not include preparing or assisting VTA with any portion of VTA's preparation of an invitation for bid, request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with VTA. VTA will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. The Contractor's participation in the planning, discussions, drawing of project plans or specifications, or conducting independent studies shall be limited to conceptual, preliminary, or initial plans or specifications. The Contractor shall cooperate with VTA to ensure that all offerors for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the Contractor pursuant to this Contract.

1.13 Rights of VTA

VTA reserves the right to do any of the following:

- (a) Cancel the procurement.
- (b) Reject any and all Bids.
- (c) Issue a subsequent IFB.
- (d) Issue addenda to amend this IFB (including the Procurement Schedule).
- (e) Remedy errors in this IFB.
- (f) Negotiate separately in any manner necessary to serve the best interests of VTA, in accordance with Applicable Law.
- (g) Issue addenda to amend the Contract Documents or any Reference Documents.
- (h) Seek the assistance of outside technical experts to review Bids.
- (i) Request clarification from any, all, or none of the Bidders of any information contained in Bids.
- (j) Respond to IFB Comments after the deadline for submitting IFB Comments.
- (k) Approve or disapprove the use of particular Subcontractors and suppliers.
- (l) Waive any immaterial irregularity in any Bid.
- (m) Interview any, all, or none of the Bidders to clarify the information provided pursuant to this IFB.
- (n) Require, as a condition to the award of any contract, security from Bidders for the full and faithful performance and completion of the contract in a form determined by VTA in its sole discretion, including without limitation payment bonds, performance bonds, warranty bonds, letters of credit and guarantees from shareholders of the Bidder or otherwise.
- (o) Require, in its sole discretion, Bidders to provide current cost and pricing data.
- (p) Examine any books, records, accounts and other documents of any Bidders as it relates to the Bid.
- (q) Reject any Bidder who submits incomplete or inadequate responses or is not otherwise responsive to the requirements of this IFB.
- (r) Reject a Bid upon evidence of an organizational conflict of interest, false or misleading certifications or representations in its Bid, or collusion with intent to defraud or other illegal practices on the part of a Bidder.
- (s) Reject any Bids submitted in breach of Section 2.15.2, Conditional Bids or Section 2.15.3, Bidders Interested in More than One Bid.

- (t) In the event that the Successful Bidder does not execute the Contract in accordance with this IFB, award the Contract to the second-ranked Successful Bidder selected in accordance with Section 3.1.1, Award Process.
- (u) Award a contract to one or more Bidders.

1.14 Authorized Reseller Requirements

- (a) The Bidder must be an authorized reseller and an Axis Communications Gold Partner of **-Axis Communications, Inc. Gold Partner** (the "OEM") who has the right and license to sell and distribute the goods and/or services to VTA as an end user as specified in this IFB.
- (b) The Bidder to submit with the Bid or no later than five days after the submission of the Bid, a letter from the OEM confirming that the Bidder is an authorized reseller of the OEM ("**Manufacturer's Authorization Form Letter**" or "**MAF**"). By submitting the Bid, the Bidder represents and warrants to VTA that Bidder is an appointed, authorized reseller of the OEM, who has the right and license to sell and distribute the goods and/or services specified on the Bid to VTA as an end user.
- (c) The Bidder must source the OEM goods and/or services called for hereunder only through the OEM Gold Partner and/or authorized Channel Partner Program (CPP). As evidence of this authorized reseller status, Bidder represents and warrants that the Manufacturer's Authorization Form Letter provided by the Bidder to VTA is authentic and can be relied upon by VTA at the time of the Bid.
- (d) The Contractor must maintain authorized reseller status throughout the term of the Contract.

1.15 Reserved

1.16 Reserved

Section 2 INSTRUCTIONS TO BIDDERS

2.1 Procurement Schedule

VTA's procurement schedule is listed in Table 1 below ("**Procurement Schedule**"). All dates set forth in this IFB are subject to change at VTA's sole discretion and any such change will be provided to Bidders in an addendum. All references in this IFB to "time" are Pacific Time.

Table 1:

Procurement Schedule	
Issue date	Tuesday, June 16, 2026
Pre-Bid Conference	Monday, June 29, 2026, at 11:00 AM
Deadline to submit IFB Comments	Thursday, July 2, 2026, at 2:00 PM
Bid Due Date / Bid Opening	Thursday, July 30, 2026, at 2:00 PM
Anticipated Notice of Recommended Award	Friday, October 20, 2026

2.2 Communication Protocol

2.2.1 Designated Point of Contact and Rules of Contact during Procurement

- (a) Bidder's Contact Person
Each Bidder is solely responsible for notifying the Contract Administrator by email of the name, phone number, address and e-mail address of the Bidder's Contact Person as soon as possible after issuance of this IFB and for ensuring that the name and contact information for the Bidder's Contact Person is accurate and updated at all times during the IFB process. The Bidder's Contact Person may be the same individual or a different individual to the individual designated as the Bidder's Representative.
- (b) Communications with VTA
Except as otherwise permitted under this IFB, all communications with VTA regarding this IFB and throughout the procurement process (including this solicitation, evaluation, negotiation, protest, award phase and prior to Contract execution) must be in writing through VTA's Procurement Website using the "Question & Answer" tab of the project file. VTA will not accept telephone calls. Any communication or inquiry outside this process will be deemed not received.

Designated Contract Administrator: Elena Lazo, Contracts Administrator II
Email: Elena.Lazo@vta.org

Any communication regarding this IFB other than through the "Question & Answer" tab of the project file on VTA's Procurement Website may result in the disqualification of the Bidder.

2.2.2 Improper Communications and Contact during Procurement

Except as set out otherwise in this IFB, Bidders must not have any direct or indirect communications regarding the Project or this IFB with:

- (a) another Bidder;
- (b) VTA; and
- (c) any board members, representatives, employees, advisors, contractors, or consultants of the foregoing involved with the procurement of the Project (including those referenced in Section 1.12, Conflicts of Interest),
except for:
 - (i) contacts made prior to Bid submission that relate solely to bona fide inquiries regarding the formation of potential Bidder teams; and
 - (ii) communications expressly permitted by this IFB or as approved in writing in advance by VTA, in its sole discretion.

2.2.3 Question and Answer Process

- (a) Submission of IFB Comments to VTA
Requests for clarifications, questions, or comments (including comments requesting to amend the terms and conditions of the Contract Documents) relating to this IFB ("**IFB Comments**") must be submitted in writing to VTA. IFB Comments must be submitted through VTA's Procurement Website using the "Question & Answer" tab of the project file in accordance with Section 2.2.1(b), Designated Point of Contact and Rules of Contact during Procurement. The deadline for submitting IFB Comments will be the date listed in the Procurement Schedule.
- (b) Responses from VTA
VTA will endeavor to provide written responses to IFB Comments within a reasonable period following receipt. VTA is not obligated to provide responses to any IFB Comment.

In responding to IFB Comments, VTA may rephrase them as it deems appropriate and may consolidate similar IFB Comments. VTA may also issue clarifications independent of any IFB Comments submitted by Bidders. VTA intends to publish inquiries and responses on VTA's Procurement Website.

VTA will not be bound by any oral interpretation, oral clarification, or written responses to IFB Comments regarding this IFB or the Contract Documents and any such oral or written clarifications will not modify this IFB or the Contract Documents, except to the extent such clarification or response is included in an addendum issued in accordance with Section 2.4, Addenda to IFB/Contract Documents.

2.3 Pre-Bid Meeting and Site Tour

2.3.1 Pre-Bid Meeting

All prospective Bidders are strongly encouraged to attend the Pre-Bid Meeting scheduled at the date and time stated in the Procurement Schedule. The Pre-Bid Meeting will be held virtually.

Virtual Pre-Bid Meeting details:

Microsoft Teams Meeting:

<https://teams.microsoft.com/meet/248448494894905?p=UfOAKMGCyNoMiWf77Q>

+1 408-889-1601 United States, San Jose (Toll) Conference ID: 724 157 527#

2.3.2 RESERVED

2.4 Addenda to IFB / Contract Documents

VTA reserves the right to make changes to this IFB or the Contract Documents as it may deem appropriate until the Bid Due Date. Any and all changes to this IFB or the Contract Documents will be made by written addenda, which will be issued by VTA to all Bidders who have registered and downloaded this IFB.

If such addenda require changes in quantities or might affect the prices bid, the Bid Due Date and the date set for Bid Opening may be postponed by the number of days that in VTA's opinion will enable Bidders to revise their Bids. In any case, the Bid Due Date will be **at least 10 days** after the issue date of the last addendum. If an addendum causes the original Bid Due Date and date for Bid Opening to be extended, that addendum will include the new Bid Due Date and new date for Bid Opening.

Each Bidder acknowledges receipt of all addenda by submitting a Bid.

By submitting a Bid, the Bidder certifies that this IFB, the Contract Documents and addenda have been thoroughly read and that there are no misunderstandings as to the meaning, purpose, or intent of any provision in this IFB or the Contract Documents as modified by those addenda.

2.5 Important Notice

Bidders' attention is drawn to the following solicitation and Contract requirements. This list is provided for reference and is non-exhaustive. Bidders are reminded that they are required to review this IFB (including the Form of Contract) in full. Refer also to 0, Bidder's Solicitation Requirements Checklist.

Solicitation and Contract Requirements	
Bid Forms	Detailed instructions for the submittal of Bids are provided in <u>Section 2, Instructions to Bidders</u> , including <u>Section 2.10, Preparation of Bids</u> , <u>Section 2.11, Bid Contents</u> and <u>Section 2.12.1, Submission of Bids and Bid Opening</u> . Refer to <u>Section 4, Bid Forms</u> , for a list of required forms and certifications to submit by the Bid Due Date.
Insurance Requirements	Insurance requirements are set forth in <u>Exhibit 9, Insurance Requirements</u> , of the Contract. Insurance coverage will be required to be obtained by Successful Bidder only.
Freight Terms	All materials must be "FOB Destination", prepaid and allowed, at no additional cost to VTA unless specified otherwise in the Scope of Work. " Destination " is defined for purposes of the Contract as the VTA locations as specified in the Scope of Work or on the individual purchase orders associated with this Contract.
Prohibited Sources	Applicable prohibitions on products, services, equipment, and/or are set out in <u>Exhibit 4, Required Regulatory Clauses</u> , of the Contract. In addition, Section 2200 et seq. (Iran Contracting Act) of the California Public Contract Code and California Executive Order N-6-22 (regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine) apply to this solicitation. Each Bidder must carefully examine the certifications required to be given under paragraphs 3 and 4 of <u>Bid Form 6, General Certifications</u> .
SBE Requirements	The Contract Goal for this IFB and Contract is 0% Each Bid must comply with all requirements in <u>Section 0, VTA Business Development Program</u> . The Contractor must also comply with all Business Development Program Requirements set out in <u>Section 6, Business Development Program Requirements</u> , of the Contract and <u>Exhibit 6, Business Development Program and Requirements</u> , of the Contract.
Required Regulatory Clauses	Each Bidder must carefully examine <u>Exhibit 4, Required Regulatory Clauses</u> , of the Contract. Federal requirements do not apply to the Contract.
California Air Resources Board Certification Requirement	At the time of its Bid submission and at VTA's request following Bid submission, the Bidder must provide to VTA a Certificate of Reported Compliance (or certify that a Certificate of Reported Compliance is not required under <u>Bid Form 6, General Certifications</u>) for any fleet of vehicles used by the Contractor in the performance of the Services with a diesel-fueled or alternative diesel-fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road. Refer to <u>Section 1.10, California Air Resources Board Certification Requirement</u> .
Contract Post-award Submittals	Refer to <u>Section 3.2.2, Contract Forms</u> , for a list of required forms and certifications to submit at time of Contract award. These forms are for reference only and will not be submitted with the Bid.

2.6 VTA Business Development Program

2.6.1 Program and Requirements

The intent of the Business Development Program is to ensure that Small Business Enterprises ("SBEs") and Disadvantaged Business Enterprises ("DBEs") have opportunities to participate in the performance of contracts and subcontracts, as set out in Exhibit 6, Business Development Program and Requirements, of the Contract.

2.6.2 Contract Goal

The SBE goal for this IFB and Contract is 0% ("**Contract Goal**").

If a Bidder does not meet the stated Contract Goal, the Bidder is required to submit documentation evidencing that it made adequate Good Faith Efforts to achieve the Contract Goal. This documentation must be submitted with the Bid.

For detailed requirements related to a Bidder's Good Faith Efforts, refer to Section 6.0, Good Faith Efforts, of Exhibit 6, Business Development Program and Requirements, of the Contract.

2.6.3 Business Development Program Forms

All Bid Forms required under the Business Development Program and Requirements and set forth in Section 4, Bid Forms must be submitted with the Bid.

2.7 Funding Sources

This Project is locally funded.

Federal requirements do not apply to the Contract.

2.8 Reserved

2.9 Reserved

2.10 Preparation of Bids

The Bidder must prepare its Bid in accordance with all of the requirements of this IFB and any addenda. In order to receive consideration, all Bids must comply with the following instructions.

2.10.1 Form of Bid

Bids must be electronically submitted on the forms provided in this IFB. Bids submitted in any other form may be considered nonresponsive and rejected.

Bidders must properly fill in blank spaces in each Bid Form. Bidders may not change any text in the Bid Forms. Any conditions or limitations made to the text, or illegible writing, in the Bid Forms may be cause for rejection.

2.10.2 Prices, Taxes and Applicable Fees in the Bid

Bids must include full compensation for furnishing all labor, material, tools, and equipment and performing all the Work complete in place in accordance with the Contract requirements. Bid prices must include all applicable taxes, freight charges and other applicable fees of any kind.

The Contractor will be responsible for assessing any and all applicable taxes related to the purchase or installation of materials used on the Project and must, for purposes of determining transaction or use tax liability, use the Worksite as the place where "engaged in business".

2.10.3 Submitting the Bid

The Bidder's Representative shall be empowered to submit the Bid on behalf of the Bidder and to act for and bind the Bidder in all matters relating to the Bid. It is the responsibility of the Bidder's Representative to execute all required Bid Forms. The Bidder must submit sufficient documentation to establish the legal authority (including signature authority) of the Bidder's Representative to act on behalf of, sign for, and bind the Bidder.

If the Bidder is a joint venture or partnership, it must submit with its Bid (i) a duly notarized venturer or partner-executed irrevocable power of attorney that designates the Bidder's Representative and gives the Bidder's Representative authority to sign on behalf of the Bidder Member; and (ii) a copy of the properly executed joint venture or partnership agreement. The irrevocable power of attorney and the joint venture or partnership agreement shall specifically state that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of the Bidder that are assumed under any contract arising from the Bid. The Bidder's Representative shall execute the Bid Forms on behalf of the joint venture or partnership in its legal name.

Wet signed and scanned or electronic signatures are acceptable forms of signature for all forms and certifications included by the Bidder in its Bid. However, VTA reserves the right to request original signatures.

2.10.4 Bidders' costs not reimbursable

The cost of preparing a Bid, and any and all other costs incurred by a Bidder at any time during the IFB process, will be borne solely by such Bidder.

2.10.5 Sealed Electronic Bid

Electronic Bid submission in accordance with this IFB constitutes a Bid submitted under sealed cover as required by California Public Contract Code Section 20305.

2.11 Bid Contents

The Bidder must complete and submit the Bid Forms described in this [Section 2.11](#) and [Section 4, Bid Forms](#) with its Bid through VTA's Procurement Website. This [Section 2.11](#) provides specific requirements for the Bid Forms to be submitted with the Bid.

Bid Forms must be submitted electronically in the format provided in [Section 4, Bid Forms](#), of this IFB. Bids submitted in any other form may be rejected.

2.11.1 Bid Form 1A: Bid for Contract and Bidder General Information

The Bidder must complete and submit [Bid Form 1A](#) in its entirety as instructed in [Bid Form 1A](#).

2.11.2 Bid Form 1B: Cost Bid Form

The Bidder must complete and submit [Bid Form 1B](#) in its entirety as instructed in [Bid Form 1B](#). The Cost Bid Form must be submitted as a separate electronic document and must not be combined with the other contents of the Bid.

The quantities given in the Schedule of Quantities and Prices for which unit prices are asked to be bid are approximate, and are provided as a basis for the comparison of Bids only. VTA does not, expressly or by implication, represent that the actual quantities required will correspond with the quantities set out in the Schedule of Quantities and Prices. VTA reserves the right to increase, decrease or omit entirely the quantity of any class or portion of the Work, or materials required for all or any portion of the Work, as VTA may deem necessary or advisable.

On all Bid items for which Bids are to be received on a unit price basis, the unit price, as well as the extended price (unit price multiplied by the number of units shown on [Bid Form 1B](#)) must be shown for each Bid item. If there is a discrepancy between unit prices and extended price for any Bid item, the unit price multiplied by the number of units will prevail. In the event of a discrepancy between the sum of the extended prices for all Bid items and the Total Bid Price, the sum of the extended prices of all items will prevail. The sum of extended prices on all Bid items and the Total Bid Price must be calculated to 2 decimal places.

2.11.3 Reserved

2.11.4 Bid Form 3: Designation of Subcontractors

Each Bid must include [Bid Form 3](#). If there are no Subcontractors, Bidders must write "No Subcontractors" on the form. If there are Subcontractors, Bidders must follow the instructions on [Bid Form 3](#).

2.11.5 Bid Form 4: Designation of SBE Firms (Contractor and/or Subcontractors)

Each Bid must include [Bid Form 4](#). Each Bidder must complete and submit [Bid Form 4](#) in its entirety as instructed in [Bid Form 4](#). The submitted [Bid Form 4](#), must include the Bidder's anticipated Contract Goal, for contracts where a Contract Goal is established.

2.11.6 Bid Forms 5 to 11

Each Bid must include the following Bid Forms. Each Bidder must complete and submit the following Bid Forms in their entirety as instructed in the Bid Forms.

Bid Form 5 – Litigation Disclosure
Bid Form 6 – General Certifications
Bid Form 7 – Non-Collusion Declaration
Bid Form 8 – RESERVED
Bid Form 9 – RESERVED
Bid Form 10 – Designation of Bidder's Representative
Bid Form 11 – Local Firm Certification

2.11.7 Reserved

2.11.8 Reserved

2.11.9 Reserved

2.12 General Submittal Requirements

2.12.1 Submission of Bids and Bid Opening

Bids must be submitted electronically on VTA's Procurement Website on or before the date listed in Procurement Schedule ("**Bid Due Date**"). Bids received by email, mail, hand delivery or another other method will not be accepted.

To submit a Bid electronically, Bidders should login on VTA's Procurement Website, select the "Draft Response" button and follow the steps on screen.

Bids will be received, publicly opened via Microsoft Teams Meeting, and read aloud at the date and time listed in the Procurement Schedule ("**Bid Opening**"). Bidders and the public may virtually attend the Bid Opening at the following hyperlink:

Microsoft Teams Meeting: <https://teams.microsoft.com/meet/299346158990941?p=huCealoSrGsqc1tOwf>
 +1 408-889-1601 United States, San Jose (Toll)
 Conference ID: 789 362 883#

2.12.2 Inclusion of Bid in the Contract

Each Bid will be considered commitments for which the Bidder will be held responsible in accordance with the Contract. Portions of the Successful Bidder's Bid may be attached as exhibits and incorporated into the Contract and if attached will be binding obligations of the Contractor under the Contract.

Unless incorporated into the Contract, no information included in a Bid will be binding on VTA.

2.12.3 Bid Validity Period

Each Bid will be valid for acceptance by VTA for a period of 180 days after the Bid Opening (the "**Bid Validity Period**"). If VTA requests an extension to the validity of a Bid beyond the Bid Validity Period, the Bidder may agree to extend the validity of its Bid beyond the Bid Validity Period and shall provide an amended or replacement Bid Security covering the extended Bid Validity Period in accordance with Section Error! Reference source not found., Bid Validity Period, or may notify VTA that it does not accept such extension, in which case the validity of its Bid will expire at the end of the original Bid Validity Period.

2.13 Bidder Representations

By submitting a Bid, the Bidder represents that:

- (a) the Bidder has carefully examined the Form of Contract (including the Contract Documents) and Work to be performed under this IFB and has become thoroughly familiar with the terms and conditions;
- (b) subject to this IFB and the Contract Documents, the Bidder has satisfied itself as to the nature and extent of the risks to be assumed by the Contractor under the Contract; and the accuracy and adequacy of any information obtained from VTA or otherwise;

- (c) the Bid submitted includes a sum to cover the cost of all items necessary to perform the Work and no allowance of any kind will be made to any Bidder because of lack of such examination or knowledge;
- (d) the Bidder is fully informed regarding all existing and anticipated site conditions which might in any way affect the cost or the time of performance of the Work under the Project prior to the Bid Opening, and any failure of the Bidder to fully inform itself of existing and anticipated site conditions does not relieve such Bidder from responsibility for estimating properly the cost or difficulty of performing the Work;
- (e) the Bidder is capable of performing quality Work to achieve VTA's objectives as described in this IFB and the Contract Documents; and
- (f) any withdrawal of its Bid after the Bid Due Date will result in wasted time and resources, causing inefficiencies to VTA, and such an action will result in the evaluation of the Bidder in VTA's contract records

2.14 Reference Documents and Diligence

2.14.1 VTA's provision of Reference Documents

VTA may provide Reference Documents to provide information relating to the Bid process or the Project to Bidders. A list of initial Reference Documents provided with this IFB is listed in 0, Reference Documents. In accordance with GC-1.4, Reference Documents, of the General Conditions, Reference Documents are not binding, and are intended to be used for the Bidder's reference in the development of its Bid and in performing Work under the Contract.

2.14.2 No representation and no liability

Except as otherwise expressly stated in the Contract:

- (a) VTA makes no representations or warranties with respect to the reliability, relevance, accuracy, completeness or fitness for any purpose of any of the Reference Documents and will not be responsible or liable to any Bidder for any loss or cause of action whatsoever suffered by a Bidder by reason of any use of information contained in or any action or forbearance in reliance on, a Reference Document.
- (b) If a Bidder intends to use information contained in any Reference Document, it will use the information at its own risk. Bidders are solely responsible for determining which information is sufficiently reliable, relevant, accurate, complete and fit for the Bidder to use for the Bidder's intended purpose.
- (c) VTA will not have any liability to any Bidder with respect to any failure to make available to the Bidder any materials, documents, drawings, plans or other information relating to the Project or the Work. The Reference Documents are subject to revision at any time but VTA is under no obligation to notify a Bidder of any such revisions.

For purposes of this Section 2.14, references to a Bidder include its Key Subcontractors and their respective representatives.

2.14.3 No Reliance

The Bidder acknowledges and confirms that it will not submit a Bid on the basis of, and is not entitled to rely upon, any statement or representation (whether negligent, innocent, or otherwise) or warranty or other provision (whether oral, written, express, or implied) made or agreed to by VTA, any other VTA-related entity or any of their respective agents or employees, except the express written terms of this IFB or those repeated in the Contract, and the only remedy or remedies available with respect to any misrepresentation or untrue statement made to it will be any remedy available under the express terms of this IFB or the Contract (as applicable).

2.14.4 Remedies and Liability

Nothing in this Section 2.14.4 will:

- (a) prejudice the express rights and remedies and obligations and liabilities of the Contractor under the Contract; or

- (b) exclude any liability that VTA or any of its agents or employees would otherwise have to the Bidder for any statements made fraudulently or in bad faith, or which constitute willful misconduct.

2.15 Late, Conditional, Multiple, and Single Bids; Withdrawal of Bids

2.15.1 Late Bids

Each Bidder is solely responsible for ensuring its Bid is received on time. VTA's Procurement Website will not allow submission of electronic Bids after the Bid Due Date.

2.15.2 Conditional Bids

Conditional Bids, or those which take exception to the Contract Documents, are not allowed and may be rejected by VTA in its sole discretion.

2.15.3 Bidders Interested in More than One Bid

No entity will be allowed to make, file or be interested as a principal in more than one Bid for the same Work, unless alternate Bids are called for by VTA. However, a person, firm or corporation submitting a sub-bid to a Bidder (i.e. a subcontractor), or who has quoted prices on materials to a Bidder, is not disqualified from submitting a sub-bid or quoting prices to other Bidders or from being a principal Bidder for the same Work. VTA reserves the right to reject multiple Bids from the same Bidder. More than one Bid for the same Work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted, and will be cause for rejecting any or all Bids received from such firms.

2.15.4 Single Bid Response

If only one Bid is received in response to this IFB, VTA may require a detailed cost bid from the single Bidder to determine if the price is fair and reasonable.

2.15.5 Withdrawal of Bid

Any Bidder may withdraw its Bid by an email from the Bidder's Representative to the Contract Administrator any time prior to the Bid Due Date. However, no Bidder may withdraw its Bid during the Bid Validity Period. See also Section 2.13, Bidder Representations.

2.16 Protest Procedures

- (a) General
 - (i) An Interested Party may submit a written objection or complaint in respect of:
 - (A) the content of this IFB, including its terms, conditions, or form; or
 - (B) the recommended award of the Contract, in each case in accordance with this Section 2.16 and the VTA Protest Procedures ("Protest").
 - (ii) Each Interested Party expressly recognizes the limitation on its rights to Protest contained in this Section 2.16 and the VTA Protest Procedures, expressly waives all other rights and remedies, and agrees that VTA's decision on any Protest will be VTA's final and conclusive determination.
 - (iii) Any Protest under this Section 2.16 must contain a full and complete written statement specifying the grounds of the Protest, supporting facts, and all details specified in Section 2.16(c), Form, Content and Submittal of a Protest.
- (b) Protest Procedures
 - (i) An Interested Party may submit a Protest on the content of this IFB, including the procurement process, or on items, including any Contract Documents, contained in this IFB within 10 days after the IFB is first advertised.
 - (ii) If VTA issues any addendum to this IFB, a Protest related to the contents of that addendum must be submitted within 5 days after issuance of the relevant addendum.

- (iii) An unsuccessful Bidder may submit a Protest regarding the Notice of Recommended Award for this IFB within 5 working days after VTA posts the Notice of Recommended Award on VTA's Procurement Website.
- (c) Form, Content and Submittal of a Protest
 - (i) Any Protest filed with VTA must be written, legible and contain the following:
 - (A) the name, email address, physical address, and telephone number of the Interested Party and the Interested Party's designated point of contact, which must be the address for service purposes during the course of the proceeding;
 - (B) IFB name and number;
 - (C) relationship of the Interested Party to this IFB sufficient to establish that the Protest is being filed by a proper Interested Party;
 - (D) a detailed statement of the legal and factual grounds of Protest, including copies of relevant documents, technical data, or other pertinent information as evidence to support the Protest; and
 - (E) a statement as to the nature of the relief requested.
 - (ii) Protests must be addressed to the following physical or e-mail address:
 Santa Clara Valley Transportation Authority
 Procurement and Contracts Department
 Attention: Chief Procurement Officer
 3331 North First Street, Building B
 San Jose, CA 95134
 procurement@vta.org
 - (iii) A Protest must be received by VTA on or before 5.00 p.m. (Pacific) on the day that it is due under this Section 2.16. If the due date for submission of a Protest falls on a weekend or legal holiday, the Protest period will be extended to end at 5.00 p.m. (Pacific) on the next working day.
 - (iv) VTA may decide the outcome of the Protest without requesting further submission(s) from the Interested Party submitting the Protest. It is the responsibility of the Interested Party to ensure that the initial Protest filed with VTA includes all the matters the Interested Party wishes VTA to consider in deciding the outcome of the Protest.
 - (v) All untimely Protests will be rejected.
 - (vi) An Interested Party may withdraw its Protest at any time before VTA issues a final decision.
- (d) VTA Determination
 - (i) VTA will investigate each timely and properly submitted Protest filed by an Interested Party, will respond to each substantive issue raised by such Protest, and will make a final decision regarding such Protest.
 - (ii) Those Bidders that may become ineligible for an award if a Protest is upheld may be invited by VTA to respond to the basis of the Protest to the extent the basis of the Protest relates to their capabilities to perform. The decision to invite a response from other affected Bidders is at the sole discretion of VTA.
 - (iii) Where a timely and proper Protest regarding the content of this IFB has been filed, VTA may (in its sole discretion) extend the due date for receipt of Bids in accordance with this IFB to accommodate the time needed to resolve the Protest and institute any remedial measures.
 - (iv) If a Protest is based on a complaint or objection to the proposed award of the Contract, the award of the Contract will be delayed pending disposition of the Protest, and the Successful Bidder listed in the Notice of Recommended Award will be informed of the Protest. VTA may request that the Successful Bidder extend the time for acceptance of their Bid to avoid the need for a re-solicitation. If VTA is unable to secure an extension of the Bid Validity Period, VTA may proceed with award notwithstanding the Protest if one of the following conditions is met: (A) the urgent need for performance of the Services being procured; or (B) a prompt award is otherwise in the best interests of VTA.

- (v) VTA will mail or otherwise furnish its final written determination to the Interested Party prior to award of the Contract.
- (vi) Subject to Section 2.16(d)(vii) below, the decision of VTA's Chief Procurement Officer (or designee) will be VTA's final and conclusive determination.
- (vii) For federally funded procurements:
 - (A) the FTA Regional Office (or other applicable regional office) will be notified by VTA's Chief Procurement Officer upon receive of a Protest; and
 - (B) after exhausting the Protest procedures set out in this Section 2.16 and the VTA Protest Procedures, an Interested Party may deliver an appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within 5 working days of the date when the Interested Party has received actual or constructive notice of VTA's final decision. Likewise, the Interested Party must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within 5 working days of the date when the Interested Party has identified other grounds for appeal to FTA. For example, other grounds for appeal include VTA's failure to comply with this Section 2.16 and the VTA Protest Procedures or failure to review the Protest.
- (e) Definitions

For the purposes of this Section 2.16:

"Interested Parties" means all Bidders participating, or planning to participate, in this IFB.

"Protest" has the meaning given in Section 2.16(a), General.

Section 3 AWARD AND EXECUTION

3.1 Award or Rejection of Bids

3.1.1 Award Process

- (a) Award of the Contract, if awarded, will be made to the lowest responsive and responsible Bidder.
- (b) The basis of award will be the Total Bid Price as submitted on Bid Form 1B.
- (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) In the event that 2 or more low Bids equal in all respects are received by VTA, the Contract will 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.
- (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.

3.1.2 Sufficient Experience

VTA may require any Bidder to furnish evidence that it and its proposed Subcontractors have sufficient means and experience in the type of work called for in this IFB and the Contract Documents to satisfactory perform and complete the proposed Work.

3.1.3 Options

If the Contract provides for Options, VTA will evaluate the Option pricing at the time it considers Bids. VTA's inclusion of an Option in any Contract awarded will not obligate VTA to exercise the Option, or preclude VTA from initiating a new solicitation for the Work to which the Option applies.

3.1.4 Responsiveness Review

VTA will review each Bid for responsiveness to the applicable IFB requirements. In VTA's sole discretion, a Bid may be deemed non-responsive and may be disqualified from the solicitation process for any of the following reasons:

- (a) a Bid includes:
 - (i) any conditions or provisions reserving a Bidder's right to accept or reject an award if it is the Successful Bidder; or
 - (ii) any conditions to entering into the Contract not expressly permitted under this IFB or the Contract;
- (b) any other reason that the Bid is non-responsive to any other instructions, requirements, terms, or conditions of this IFB, as determined by VTA.

If a Bid is deemed non-responsive, VTA may disqualify the Bid from further consideration, in VTA's sole discretion. Such disqualification, alone, will not result in the forfeiture of a Bidder's Bid Security. Each Bidder, by submittal of its Bid, will be deemed to have agreed to this Section 3.1.4 and to all other requirements of the IFB process.

A determination of non-responsiveness may be made at any time during the Bid evaluation process including during an initial responsiveness review or during the further evaluation of the Bid.

3.1.5 Responsibility Review

VTA will determine, based on the information contained in the Bids, if Bidders are responsible. Responsibility is defined as the apparent ability of the Bidder to meet and successfully complete the requirements of the Contract. Responsibility determination includes, but is not limited to, consideration of a Bidder's trustworthiness, the quality of past performance, financial ability, and fitness and capacity to provide the proposed services in a satisfactory manner. Bidders may be required by VTA to present further evidence that they have successfully performed similar work of comparable magnitude or provide other proof

satisfactory to VTA that they are competent to successfully perform the Work. A Bidder that is not responsible is ineligible for award of the Contract.

Before declaring a Bidder non-responsible, VTA will notify the Bidder of the proposed determination of non-responsibility, together with a summary of the information upon which VTA is relying. VTA will provide the Bidder with an opportunity to be heard in accordance with Applicable Law. The Bidder will be allowed to rebut adverse information and to present evidence that it has the necessary quality, fitness, and capacity to perform the Work at a responsibility hearing.

The Bidder must exercise its right to request a hearing within 5 calendar days after receipt of notice of the proposed determination of non-responsibility. Failure to submit a written request for a hearing within the time frame will be deemed a waiver of the right to such a hearing and VTA may proceed to determine whether the award of the Contract will be made to another Bidder and whether the Bidder is non-responsible for this and future contracts.

A determination of non-responsibility may be made at any time during the Bid evaluation process including during an initial responsibility review or during the further evaluation of the Bid, and may be based upon information that is outside of the Bid. VTA's determination that the Bidder is non-responsible will be final and will constitute exhaustion of the Bidder's administrative remedies.

3.2 Contract Award

3.2.1 Notice of Recommended Award

If an award is made, the Contracts Office will post a signed "Notice of Recommended Award" to the Successful Bidder on VTA's Procurement Website. VTA will provide the Successful Bidder with copies of the Contract (which includes , instructions for Contract execution, instructions for delivering the documents set out in Section 3.2.2, Contract Forms and any other required documents.

3.2.2 Contract Forms

Within 6 working days from the date of Notice of Recommended Award, the Successful Bidder must execute the Contract in DocuSign and return the following documents to VTA:

<u>Documents</u>	<u>For additional information, reference the following:</u>
Designation of Authorized Representative	Contract Form 1, <u>Section 8, Authorized Representatives and Single Points of Contact</u>
Certificates of Insurance	<u>Exhibit 9</u> of the Contract
State and Federal Tax Forms	<u>Section 0, State and Federal Tax Forms</u>
Vendor Setup Form	To be provided by VTA
Contractor's Articles of Incorporation and the latest Statement of Information filed with the Secretary of State	N/A
Contractor's corporate document(s) verifying signature authority	<u>GC-1.1.1</u> in <u>Exhibit 3</u> of the Contract
Other documents as required under the Contract or requested by VTA	Contract

3.2.3 State and Federal Tax Forms

Federal tax Form W-9 and California state tax forms, either FTB Form 587 or Form 590, will be required to be submitted annually by the Contractor. It is not necessary to complete these forms to bid on this Project.

The Successful Bidder will be required to submit these forms if the Contract is awarded. If the Successful Bidder has submitted these forms to VTA within the last 12 months, the Successful Bidder will be required to indicate this when returning the Contract forms and other documents for execution by VTA.

3.2.4 Reserved

3.3 Reserved

3.4 Contract Execution and Commencement of Work

3.4.1 Contract Execution

By submitting its Bid, each Bidder commits to cooperate with VTA following the Notice of Recommended Award to finalize and execute the Contract included in this IFB (including attending and actively participating in reasonably scheduled meetings), without any revisions except with respect to the following:

- (a) minor changes, additions, and modifications necessary to create a complete and legally binding contract;
- (b) additions or modifications in accordance with Section 2.12.2, Inclusion of Bid in the Contract, or otherwise required in order to incorporate terms or concepts, and any commitments above and beyond what is required by the Contract Documents provided in the Bid submitted by the Successful Bidder that have been approved or required by VTA for inclusion in the Contract; and
- (c) additions or modifications required to complete the schedules, exhibits, appendices, or forms, as applicable, in the Contract.

VTA will sign the Contract following (i) delivery by the Successful Bidder of an electronically signed Contract within the time period set out in Section 3.2.2, Contract Forms; and (ii) VTA approval of all required documents under Section 3.2.2, Contract Forms.

No agreement between VTA and the Contractor is in effect until both parties execute the Contract.

3.4.2 RESERVED

3.4.3 Commencement of Work

In accordance with the terms of the Contract, the Contractor must commence performance of the Work after the execution of the Contract, and must continuously and diligently prosecute the Work to completion on or before the time or times set forth in the Contract. If applicable, the Contractor must commence performance of the Work for any Option Year (as defined in the Contract) exercised by VTA after receipt of the relevant Option Notice Letter (as defined in the Contract).

In accordance with the terms of the Contract, the Contractor may not enter upon or occupy VTA property or commence any materials fabrication prior to receiving the executed Contract and, if applicable, the relevant Purchase Order, Task Order, or Option Notice Letter (as defined in the Contract). Any Work performed or expenses incurred by the Contractor prior to the Contractor's receipt of the executed Contract and, if applicable, the relevant Purchase Order, Task Order, or Option Notice Letter, will be entirely at the Contractor's risk.

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Section 4 **BID FORMS**

These Bid Forms are designed to contain essential information concerning the Bidder and the Bid, and must be completed in accordance with Section 2.10, Preparation of Bids and Section 2.11, Bid Contents. Failure to submit completed Bid Forms may deem the Bidder non-responsive.

The following Bid Forms must be submitted electronically with the Bid by the Bid Due Date as described in Section 2.12, General Submittal Requirements.

Bid Form 1A	Bidder General Information
Bid Form 1B	Cost Bid
Bid Form 2	Reserved
Bid Form 3	Designation of Subcontractors
Bid Form 4	Listing of SBE Bidder or Subcontractors
Bid Form 5	Litigation Disclosure
Bid Form 6	General Certifications
Bid Form 7	Non-Collusion Declaration
Bid Form 8	Reserved
Bid Form 9	Reserved
Bid Form 10	Designation of Bidder's Representative
Bid Form 11	Local Firm Certification
Bid Form 12	Reserved
Bid Form 13	Reserved
Bid Form 14	Reserved
Bid Form 15	Reserved
Bid Form 16	Reserved

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BID FORM 1A: BID FOR CONTRACT AND BIDDER GENERAL INFORMATION

From (Bidder): _____
To: THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
STATE OF CALIFORNIA
IFB Contract Number: S26070
IFB Contract Name: Axis Communications Camera and Equipment Supplier

In compliance with the above-named Invitation for Bid, the undersigned Bidder, being thoroughly familiar with the terms and conditions of the IFB (including all Addenda) and Contract Documents, hereby proposes and agrees to perform fully the Work within the time stated, for the price stated in this Bid, and in strict accordance with the Contract Documents.

In addition, by signing below:

- (a) The Bidder certifies that it has read and understands the IFB (including all Addenda) and Contract Documents and the meaning, purpose, and intent of every provision set out within the IFB (including all Addenda) and Contract Documents.
- (b) The Bidder certifies that the Bidder has carefully reviewed the accuracy of all statements and figures shown in the Bid and attachments to the Bid and hereby agrees that VTA will not be responsible for any errors or omissions in the Bid.
- (c) The Bidder agrees that the Bid constitutes a firm offer that cannot be withdrawn prior to the expiry of the Bid Validity Period and further agrees the Bid will be considered commitments for which the Bidder will be held responsible in accordance with the Contract.
- (d) If awarded a Contract, the Bidder agrees to execute the Contract and deliver it to VTA in accordance with and at the time required by the IFB.

Bidder _____
Signature:
(executed by Bidder's Representative): _____
Name (print): _____
Title: _____
Date: _____

Bidder General Information

Instructions: Complete for (1) the Bidder (executed by the Bidder's Representative) and (2) if the Bidder is a joint venture or partnership, an additional separate form for each Bidder Member (executed by the authorized representative of that Bidder Member) (if applicable) and include in the Bid.

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)			
Required Questionnaire: This questionnaire is an integral part of the Bid and must be completed. All references and information must be current and traceable.			
1. Are you an individual, a partnership, a corporation, or a joint venture? (Choose only one)			
1a. 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.		[Include requested information here]	
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?			
3a. How many people 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	
[Add additional rows if necessary].			
		Location:	

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).	Square footage:		
6. What are the types and number of vehicles you will use in the performance of services required by this solicitation?			
TYPE OF VEHICLE		NO. OF VEHICLES	
[Add additional rows if necessary].			
7. List the names of companies and public agencies that you have furnished service to within the last 12 months.			
NAME AND ADDRESS:		NAME AND ADDRESS:	
TYPE OF BUSINESS:		TYPE OF BUSINESS:	
CONTACT INFORMATION:		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:		NAME AND ADDRESS:	
TYPE OF BUSINESS:		TYPE OF BUSINESS:	
CONTACT INFORMATION:		CONTACT INFORMATION:	
9. Have you or your organization, or any officer or partner thereof, failed to complete a contract? If so, give details:			

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	

SIGN AND DATE
BY SIGNING, THE BIDDER/BIDDER MEMBER CERTIFIES THE ACCURACY OF ALL STATEMENTS AND INFORMATION.

Bidder/Bidder Member
(executed by Bidder's
Representative): _____

Signature: _____

Name (print): _____

Title: _____

Date: _____

BID FORM 1B: COST BID

The estimated amounts shown in this table do not require VTA to issue, nor the Contractor to receive, orders equal to those amounts.			
Description	Minimum Discount Percentage (%) Off the MSRP Catalog Price <small>(e.g., if Bidder proposes a 40% off discount, then all the products must be discounted for 40% off rate. Discounts greater than 40% off on products are permitted)</small>	Term	Estimated Total Contract Amount
VTA must have access to the full line of Axis Catalog to purchase Cameras, Equipment, Products and Solutions	____%	Base Term: 5 Years	\$ 1,42,857.15
		CA Sales Tax (10%)	\$ 114,285.71
		Total for 5-Year Term	\$1,257,142.86
		Option Year 1	\$ 228,571.43
		CA Sales Tax (10%)	\$ 22,857.14
		Total for Option Year 1	\$251,428.57
		Option Year 1	\$228,571.43
		CA Sales Tax (10%)	\$ 22,857.14
		Total for Option Year 1	\$251,428.57
TOTAL CONTRACT AMOUNT FOR BASE TERM AND OPTIONS YEARS			\$1,760,000.00

Note:

The shipping fee for standard 3-day shipping should be included in the product's unit price and not billed on a separate line on the invoice.

VTA will cover freight charges for priority orders with written instructions from VTA-authorized personnel, such as overnight or next-day delivery.

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BID FORM 2: RESERVED

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BID FORM 3: DESIGNATION OF SUBCONTRACTORS (NON-CONSTRUCTION)

IFB Contract Number: S26070

IFB Contract Name: Axis Communications Camera and Equipment Supplier

Bidder: _____

Bidder's Representative Signature and Date: _____

Bidder's Representative Name and Title: _____

Instructions: The Bidder (executed by the Bidder's Representative) must completely fill in the form below for each proposed first-tier Subcontract regardless of Small Business status.

This form is to be completed and submitted with the Bid.

Name, Address, and Phone Number of Subcontractor	City and State	Scope of Work to be performed by the Subcontractor (including any materials, products, and equipment to be supplied)	Contractor's State License Number ¹	Estimated U.S. Dollar Amount of Subcontract (US\$)	Anticipated Start Date for Portion of Work or Proposed Item (MM/YY)

Add additional rows or pages as needed.

Total Bid Price: \$ _____

Total amount to be subcontracted: \$ _____

Total percentage to be subcontracted: % _____

¹ **Note to Bidders:** If Subcontractor is not licensed, indicate that license will be obtained by the time required under the Contract.

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BID FORM 4: LISTING OF SBE BIDDER OR SUBCONTRACTORS

Instructions: The Bidder (executed by the Bidder's Representative) is required to list each first-tier SBE Subcontractor that will perform work, labor and/or render services to the Bidder.

IFB Contract Number: S26070

IFB Contract Name: Axis Communications Camera and Equipment Supplier

Bidder Name: _____

Address: _____

City, State, Zip: _____

Contact Phone Number: _____

Bidder's Representative Signature and Date: _____

Bidder's Representative Name and Title: _____

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

- **CREDIT FOR SBE MANUFACTURERS** Credit for SBE manufacturers is given at 100% toward the SBE goal achieved only where **the SBE vendor manufactures or substantially alters the material prior to resale.**
- **CREDIT FOR SBE SUPPLIERS** of materials or supplies is **limited to 60%** of its expenditures for materials and supplies required under this Contract and obtained from an SBE regular dealer.
- **CREDIT FOR SBE DISTRIBUTORS** An SBE distributor may count **40%** of the cost of materials or supplies (including transportation) if it assumes responsibility for the items upon departure from the point of origin, evidencing ownership and liability for loss during transport. This requires terms like FOB point of origin in the purchase order or bill of lading, while FOB destination or manufacturer-arranged deliveries do not qualify.
- **CREDIT FOR SBE BROKERS** is limited to the fees and commissions of the amount paid. Providers of staffing services are considered to be brokers and will be counted only for fees and commissions. 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 owned trucks and drivers and by certified SBE trucking subhauers. An SBE trucking firm must itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

The Bidder must list each first-tier SBE Contractor and Subcontractors. This form is to be completed and submitted with the Bid.

Name & Address of Certified SBE	Certification Number	Enterprise NAICS Code	SBE (Y/N)	Manufacturer (Y/N)	Supplier (Y/N)	Distributor (Y/N)	Broker (Y/N)	SBE Subcontract Amount (\$)	SBE Credit (\$) ²
1.									
2.									
3.									
4.									
5.									
Total								\$_____	\$_____
								Total SBE Subcontract Amount	Total SBE Commitment

Add additional rows or pages as needed.

² **Note to Bidders:** If Manufacturer, take 100% of price; if Supplier, take 60% of price; if Distributor, take 40% of price; if Broker, take fees and commission only.

BIDDER'S SBE COMMITMENT CALCULATION

Total Bid Price	\$ _____
Total SBE Commitment (\$)	\$ _____
Bidder's SBE Commitment (%)	$\frac{(Total\ SBE\ Subcontract\ Amount \div Total\ Bid\ Price) \times 100}{100}$ _____%
SBE Contract Goal	SBE-NSG

The Bidder must complete Part A or Part B only.

Part A: Met or Exceeded Goal

☐ **HAS ACHIEVED THE SBE CONTRACT GOAL**

The Bidder declares to the best of its knowledge, information and belief that by its efforts, it ACHIEVED a level of participation greater than or equal to the SBE Contract Goal established by VTA for SBE participation.

The Bidder declares it achieved the following SBE percentage ("SBE Commitment"):

_____ Percent (____%)

Part B: Did Not Meet Goal

☐ **HAS NOT ACHIEVED THE SBE CONTRACT GOAL**

The Bidder declares to the best of its knowledge, information and belief that while it made efforts to achieve the SBE Contract Goal, it DID NOT ACHIEVE the SBE Contract Goal established by VTA. The Bidder must submit GFE documentation by the Bid Due Date or the Bidder will be deemed non-responsive for failure to submit GFE documentation with the Bid.

The Bidder achieved the following DBE percentage ("SBE Commitment"):

_____ Percent (____%)

ATTACHMENT A TO BID FORM 4 – LISTING OF LOWER TIER SBE SUBCONTRACTORS & SUPPLIERS

INSTRUCTIONS FOR BIDDER:

The purpose of this Attachment A is to validate the SBE credit claimed and the SBE Commitment listed on Bid Form 4.

1. Send this Attachment A to each business listed on Bid Form 4 and ask each such business to complete Attachment A and return to the Bidder.
2. Obtain all Attachment A forms and verify that the information provided in the Attachments is consistent with the aggregated numbers and the SBE Commitment listed in Bid Form 4. Verify that the information provided in the Attachment A forms is consistent with the information provided in all other Bid Forms.
3. Attach all Attachment A forms received to Bid Form 4 as Attachment A. The Bidder must submit with its Bid a completed Attachment A for each business listed on Bid Form 4.
4. If there is any discrepancy or conflict between the information listed on any of the Bid Forms and the information in the Attachments, VTA may issue requests for clarification seeking information or clarification from the Bidder and the business in accordance with this IFB. In all events, the Bidder shall be required to meet the SBE Commitment listed in Bid Form 4, which will be enforced by VTA under the Contract.

INSTRUCTIONS FOR EACH SUBCONTRACTOR LISTED ON BID FORM 4 THAT IS SUBCONTRACTING WORK:

1. Complete this Attachment A to Bid Form 4 to the best of your knowledge and information.
2. Complete the information above the table with the details for your subcontract with the Bidder.
3. List each lower-tier SBE Subcontractor that you will be sub-contracting Work to in the first column and complete the information in the remaining columns for each of the lower-tier Subcontractors listed in the first column.

ATTACHMENT A TO BID FORM 4 – LISTING OF LOWER TIER SBE SUBCONTRACTORS & SUPPLIERS

Instructions: All Subcontractors listed on Bid Form 4 that are subcontracting work are requested to list ALL lower-tier SBE businesses that will perform work, labor and/or render services to the Subcontractor.

Subcontractor Business Name: _____ IFB Contract Number: _____

Subcontract Amount: _____ IFB Contract Name: _____

Contact Phone Number: _____ Bidder Name: _____

Subcontractor's Authorized Representative Signature and Date: _____

Subcontractor's Authorized Representative Name and Title: _____

This form is to be completed and submitted with the Bid.

Name & Address of Certified SBE	Certification Number	Enterprise NAICS Code	SBE (Y/N)	Manufacturer (Y/N)	Supplier (Y/N)	Distributor (Y/N)	Broker (Y/N)	SBE Subcontract Amount (\$)	SBE Credit (\$)³
1.									
2.									
3.									
4.									
5.									
Total								\$ _____ Total SBE Subcontract Amount	\$ _____ Total SBE Commitment

Add additional rows or pages as needed.

³ **Note to Bidders:** If Manufacturer, take 100% of price; if Supplier, take 60% of price; if Distributor, take 40% of price; if Broker, take fees and commission only.

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BID FORM 5: LITIGATION DISCLOSURE

Instructions: The Bidder (executed by the Bidder's Representative) must complete this form and include in the Bid.

Bidder: _____
The Bidder must list and describe in detail all pending litigation, any litigation that has been closed in the past 5 years, any litigation that has been settled in the past 5 years, and any pending investigations by the California Department of Industrial Relations in which the Bidder's firm is or has been a party.
Such information shall also include, but not be limited to:

- If your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the Bid on or performance of a government contract.
- If your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity.
- If your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction.
- If your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty.

Pending Litigation

Litigation settled in the last 5 years

Pending DIR Investigations

(Use additional sheets if necessary)

SIGN AND DATE

The person signing this **Bid Form 5** for the Bidder certifies that he or she is authorized by the Bidder to do so and that the Bidder is bound contractually by that signature.

Signature:

Name (print):

Title:

Date:

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BID FORM 6: GENERAL CERTIFICATIONS

Instructions: Complete for (1) the Bidder (executed by the Bidder's Representative) and (2) if the Bidder is a joint venture or partnership, a separate form for each Bidder Member (executed by the authorized representative of that Bidder Member) (if applicable) and, (3) a separate form for each first-tier Subcontractor (executed by the authorized representative of the subcontractor) (if applicable).

BIDDER: _____

BIDDER MEMBER (if applicable): _____

SUBCONTRACTOR (if applicable): _____

The Bidder, each Bidder Member (if applicable), and each first-tier Subcontractor (if applicable), shall respond in a separate form with either "Yes" or "No" to each of the following where indicated. If the Bidder's/Bidder Member's/Subcontractor's response is "No", a full explanation shall be provided in the space following the last item.

Note: Providing a false certification may result in civil penalties and sanctions.

1.0 CERTIFICATE OF NONDISCRIMINATION

Bidder/Subcontractor: _____

The Bidder/Subcontractor hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Bidder/Subcontractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (California Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder. The Bidder/Subcontractor agrees specifically to adhere to the following:

- (a) State in all solicitations or advertisements for employees that the Bidder/Subcontractor will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical conditions).

Yes ☐ No ☐ Not Applicable ☐

2.0 WHISTLEBLOWER REQUIREMENTS

Instructions: For Subcontractors, only complete for each first-tier Subcontractor bidding over \$100,000.

Bidder/Subcontractor: _____

The Bidder/Subcontractor certifies that it will comply with, and take no action, or adopt any rule, regulation or policy which is contrary to, the provisions set forth in California Labor Code Section 1101 et seq.

Yes ☐ No ☐ Not Applicable ☐

3.0 IRAN CONTRACTING CERTIFICATION

Instructions: Complete for projects valued at \$1,000,000 or more.

Bidder/Bidder Member/Subcontractor: _____

Section 2200 et seq. of the California Public Contract Code (CPCC) prohibits a person from submitting a Bid for a contract with a public entity for goods and services of \$1,000,000 or more if that person is identified on

a list created by the Department of General Services (DGS) pursuant to CPCC Section 2203(b). The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with CPCC Section 2204, the undersigned hereby certifies that:

It is not identified on a list created pursuant to CPCC Section 2203(b) as a person engaging in investment activities in Iran described in CPCC Section 2202.5(a), or as a person described in CPCC Section 2202.5(b), as applicable; or, it is on such a list but has received permission pursuant to CPCC Section 2203(c) or (d) to submit a Bid for [Project Name] Project.

Yes ☐ No ☐ Not Applicable ☐

4.0 RUSSIA-UKRAINE CERTIFICATION

Instructions: Complete for projects valued at \$5,000,000 or more. For Subcontractors, only complete for each first-tier Subcontractor bidding over \$1,000,000.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding steps to be taken by State agencies and grantees in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

This Certification serves as a notice to the Bidder that the EO imposes certain economic sanctions on contractors doing business in Russia as described in the EO, with reference to certain federal executive orders and the information available on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Bidder's failure to comply with the EO requirements may result in rejection of the Bid or termination of the Contract.

In accordance with Executive Order N-6-22, issued on March 4, 2022, by Governor Gavin Newsom, the undersigned hereby certifies on behalf of the entity identified below that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

Yes ☐ No ☐ Not Applicable ☐

2. It has taken the following steps to assure compliance with the above-described economic sanctions [*describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine*]:

2. It has obtained similar certifications from its Subcontractors anticipated to enter into Subcontracts valued in excess of \$1,000,000.

Yes ☐ No ☐ Not Applicable ☐

3. It shall promptly notify VTA if becomes aware of any noncompliance with respect to itself or any of its Subcontractors, and shall provide quarterly reports to VTA regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as VTA provides notification that the economic sanctions have been lifted and reports are no longer required.

Yes ☐ No ☐ Not Applicable ☐

A full explanation of all "No" answers shall be provided below.

The Bidder/Bidder Member/Subcontractor hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1 - 4 and the explanation given for any "No" answers are true and correct.

Executed on _____ [*insert date*] at _____ [*insert City*], _____ [*insert State*]

Name and title

Signature of Bidder's Representative (or authorized representative)/ Bidder Member Representative (or authorized representative of the Bidder Member)/ Subcontractor (or authorized representative of the Subcontractor).

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BID FORM 7: NON-COLLUSION DECLARATION

Instructions: The Bidder (executed by the Bidder's Representative) must complete this form and include in the Bid.

State of California

County of _____).

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid. (TITLE) (COMPANY)

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and

correct and that this declaration is executed on this _____ day of _____, 20____

at _____, _____.
(CITY) (STATE)

SIGN AND DATE

Signature of Declarant:

Name (print):

Title:

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BID FORM 8: RESERVED

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BID FORM 9: RESERVED

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**BID FORM 10: DESIGNATION OF BIDDER'S
REPRESENTATIVE**

Instructions: The Bidder (executed by the Bidder's Representative) must complete this form and include in the Bid.
The Bidder hereby designates as its Bidder's Representative the person listed below. The Bidder's Representative shall have full authority to act on the Bidder's behalf in all matters within the scope of this Bid.

Name of Bidder's Representative: _____

Business Address: _____

Business Phone: _____

Business Email: _____

24-Hour Emergency Phone: _____

Designated Alternate: _____

Alternate's 24-Hour Emergency Phone: _____

The person signing this Designation of Bidder's Representative for the Bidder certifies that he or she is authorized by the Bidder to do so and that the Bidder shall be bound contractually by that signature.

Signature: _____

Name (print): _____

Title: _____

Date: _____

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BID FORM 11: LOCAL FIRM CERTIFICATION

Instructions: The Bidder (executed by the Bidder's Representative) must complete this form and include in the Bid.

1. The Bidder 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 Bidder certifies that _____% of the dollar value of Services will be performed by the following local firms (including the Bidder, if applicable):

Name of Bidder 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

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BID FORM 12: RESERVED

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BID FORM 13: RESERVED

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BID FORM 14: RESERVED

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BID FORM 15: RESERVED

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BID FORM 16: RESERVED

APPENDIX A - DEFINITIONS AND ACRONYMS

Definitions of capitalized terms used and not otherwise defined in this IFB are set out in Exhibit 1, Definitions and Interpretation, of the Contract.

"Bid" is defined in Section 1.2, About this IFB.

"Bid Due Date" is defined in Section 2.12.1, Submission of Bids and Bid Opening.

"Bid Validity Period" is defined in Section 2.12.3, Bid Validity Period.

"Bidder Member" means where the Bidder is or will be:

- (a) an incorporated or unincorporated joint venture, each proposed member or joint venturer; or
- (b) a partnership, each proposed general partner or partner, as applicable.

"Bidder's Contact Person" means the contact person designated and notified by a Bidder in accordance with Section 2.2.1, Designated Point of Contact and Rules of Contact during Procurement.

"Bidder's Representative" the Bidder's authorized representative listed on Bid Form 10, Designation of Bidder's Representative, with the full legal authority to commit the Bidder.

"Certificate of Reported Compliance" means the Certificate of Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets provided by the California Air Resources Board in accordance with section 2449(n) of Title 13, California Code of Regulations.

"Contract" is defined in Section 1.2, About this IFB.

"Contract Administrator" means the person identified as Contract Administrator in Section 0, Communication Protocol.

"Contract Documents" means documents for this project that specify the requirements of the Work to be performed inclusive of addenda, the terms of the contract between VTA and the Successful Bidder inclusive of addenda.

"Contract Goal" is defined in Section 2.6.2 (Contract Goal).

"Contractor" is defined in Section 1.2, About this IFB.

"Contracts Office" or **"PCBD Office"** refers to the Procurement, Contracts and Business Development offices of VTA.

"Cost Bid" means the cost Bid set out in Bid Form 1B.

"DBE" means Disadvantaged Business Enterprise.

"DIR" or **"Department of Industrial Relations"** means California Department of Industrial Relations.

"Form of Contract" means the form of contract provided in Appendix E, Form of Contract.

"Good Faith Efforts" means efforts to achieve a participation goal which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

"IFB Comments" is defined in Section 2.2.3(a), Submission of IFB Comments to VTA.

"Invitation for Bids" or **"IFB"** means this Invitation for Bids.

"Key Subcontractor" means any identified subcontractor of any tier identified by the Bidder in its Bid as having primary responsibility for performance of a material part of the Services.

"NAICS" means the North American Industry Classification System.

"Notice of Recommended Award" means the notice that will be sent to all Bidders containing the name of the proposed Contractor to whom VTA intends to award a Contract.

"Option" means any optional item of the Work or Option Year (as defined in Contract Form, Section 5, Time for Performance, if applicable) that VTA, in its sole discretion, may require the Contractor to perform under the Contract, subject to the terms and conditions set forth in the Contract Documents.

"Organizational Change" is defined in Section 1.6(b), Changes in Bidder's organization.

"Procurement Schedule" is defined in Section 2.1, Procurement Schedule.

"Pre-Bid Conference" means the meeting described in Section 2.3, Pre-Bid Meeting and Site Tour.

"Project" is defined in Section 1.2, About this IFB.

"Bidder" means the respondent submitting a Bid in response to the Invitation for Bids.

"SBE" means Small Business Enterprise.

"Services" means all work, services, and obligations of the Contractor under the Contract to be performed as specified in the Contract Documents and **"Work"** shall have the same meaning.

"Scope of Work" means the scope of Work to be performed under the Contract in Exhibit 11, Technical Specifications, of the Contract.

"Successful Bidder" means a responsible and responsive Bidder that is selected by VTA, including holding the appropriate licenses as required by this IFB.

"Total Bid Price" is the cumulative dollar amount of the Cost Bid, as indicated on Bid Form 1B.

"Total Contract Price" is the total compensation payable to the Contractor under this Contract for the completion of the Work, which may be adjusted in accordance with this Contract.

"VTA's Procurement Website" is defined in Section 1.5, Procurement Website Registration.

"VTA Protest Procedures" means VTA's protest procedures, accessible at:
<https://www.vta.org/sites/default/files/2024-08/VTA-Protest-Procedures.pdf>.

"Work" has the meaning described in the definition of **"Services"** above.

Appendix B - RESERVED

APPENDIX C - RESERVED

Appendix D - Bidder's Solicitation Requirements Checklist

Bid

☐ Complete and submit Bid in accordance with Section 2, Instruction to Bidders, including Section 2.10, Preparation of Bids, Section 2.11, Bid Contents and Section 2.12, General Submittal Requirements.

Bid Forms

Complete and submit all Bid Forms in accordance with Section 2.11, Bid Contents, and Section 4, Bid Forms:

- ☐ 1A: Bidder General Information
- ☐ 1B: Cost Bid Form
- ☐ 2: Reserved
- ☐ 3: Designation of Subcontractors
- ☐ 4: Listing of SBE Bidder or Subcontractors
- ☐ 5: Litigation Disclosure
- ☐ 6: General Certifications
- ☐ 7: Non-Collusion Declaration
- N/A 8. Reserved
- N/A 9. Reserved
- ☐ 10. Designation of Bidder's Representative
- ☐ 11. Local Firm Certification
- ☐ 12. Reserved
- ☐ 13. Reserved
- ☐ 14. Reserved
- ☐ 15. Reserved
- ☐ 16. Reserved
- ☐ 17. MAF Letter on Axis Communications, Inc. Letterhead, signed by Axis to confirm the Contactor is an authorized Gold Partner of Axis.

California Air Resources Board Certification Requirement

☐ The Bidder has provided a Certificate of Reported Compliance (or certification that a Certificate of Reported Compliance is not required) in accordance with Section 1.10, California Air Resources Board Certification Requirement.

SBE Requirements

- ☐ The Bidder meets the Contract Goal for this IFB and Contract set forth in Section 2.6.2, Contract Goal.
OR
☐ The Bidder does not meet the Contract Goal and has submitted documentation evidencing that it made adequate Good Faith Efforts to achieve the Contract Goal with the Bid.

Corporate documentation

- ☐ Submit documentation to establish the legal authority (including signature authority) of the Bidder's Representative to act on behalf of, sign for, and bind the Bidder as set out in Section 2.10.3, Submitting the Bid.
- ☐ If the Bidder is a joint venture or partnership, submit a duly notarized venturer or partner-executed irrevocable power of attorney that designates the Bidder's authorized representative and a copy of the properly executed joint venture or partnership agreement as set out in Section 2.10.3, Submitting the Bid.

Insurance Requirements for Contract

☐ The Bidder has reviewed the insurance requirements set forth in Exhibit 9, Insurance Requirements, of the Contract, and will provide all required insurance certificates upon award of Contract (at Contractor's cost).

Appendix E - Form of Contract

[Provided as a separate file]