

# INVITATION FOR BIDS

P26108

## NON-REVENUE CAR WASHING SERVICES



*Procurement, Contracts and Business Development Department  
3331 North First Street, Building B  
San Jose, CA 95134-1906  
[www.vta.org](http://www.vta.org)*

<b>Buyer</b>	<b>Osinachi Nnaji</b>
<b><u>Key IFB Dates</u></b>	
<b>Date Issued</b>	<b>JUNE 18, 2026</b>
<b>Pre-Bid Conference</b>	<b>JUNE 23, 2026; 10:00 AM P.T.</b>
<b>Submit Questions</b>	<b>JUNE 30, 2026, by 5:00 PM P.T.</b>
<b>Submit Bids:</b>	<b>JULY 8, 2026, by 2:00 PM P.T.</b>

**NOTICE OF INVITATION FOR BIDS NO. P26108  
FOR  
NON- REVENUE CAR WASHING SERVICES**

Bidders responding to this Invitation for Bids (IFB) shall submit the required Bid and Submittal materials by no later than **2:00 p.m. Pacific Standard Time on July 8, 2026**, to VTA's Procurement Website (detailed in the IFB).

DocuSigned by:  
  
58A728A8F85C42E...

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Nicole Chapman  
Chief Procurement Officer  
Santa Clara Valley Transportation Authority

**INVITATION FOR BIDS  
P26108  
NON-REVENUE CAR WASHING SERVICES**

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San Jose, CA 95134-1906*

**INVITATION FOR BIDS  
P26108  
NON-REVENUE CAR WASHING SERVICES**

☒ Invitation for Bid.      ☐ Request for quotation.      ☐ Request for proposal.

**INSTRUCTIONS:**

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

BUYER	DATE ISSUED	CLOSING TIME/DATE	BID NUMBER
Osinachi Nnaji	JUNE 18, 2026	JULY 8, 2026	P26108
Phone (408) 321-7074 Email: Osinachi.Nnaji@vta.org	<ul style="list-style-type: none"><li>• Pre-Bid Conference: JUNE 23, 2026, at 10:00 AM P.T.</li><li>• Last Day to ask Questions: JUNE 30, 2026; by 5:00 PM P.T.</li><li>• Bids will be received until 2:00 PM P.T. on the above closing date.</li></ul>		

1. **CONTRACT TITLE:** NON-REVENUE CAR WASHING SERVICES
2. **PRE-BID CONFERENCE:** A Pre-Bid conference is scheduled for TUESDAY, JUNE 23, 2026, at 10:00 AM P.T. utilizing a Microsoft Teams teleconference. The Microsoft Teams meeting link is provided on VTA's Solicitation site.
3. **BID OPENING TIME & LOCATION:** Each bidder ("Bidder") must submit its Bid on VTA Procurement Website no later than 2:00 PM P.T. on WEDNESDAY, JULY 8, 2026, and, at that time, publicly opened and read. No Bids will be received or accepted after 2:00 PM P.T. on WEDNESDAY, JULY 8, 2026.
4. **BID DOCUMENTS:** The following, in addition to this Invitation for Bid, constitute the Bid documents ("Bid Documents") in order of precedence, and are the instructions and conditions to this Bid:

- ☒ Solicitation Amendments, if any
- ☒ Invitation for Bid

- ☒ Technical Specifications and/or Scope of Work
- ☒ Contractor Acknowledgement of Addenda (Bid Form 1-A)
- ☒ Schedule of Prices and Estimated Quantities (Bid Form 1-B)
- ☒ Listing of SBE Contractor or subcontractors (Bid Form 2-A)
- ☒ Supplemental Contractor and subcontractor Information (Bid Form 2-B)
- ☒ Bidders List (Bid Form 2-C)
- ☒ Instructions to Bidders
- ☒ Special Conditions
- ☒ VTA Standard Terms and Conditions
- ☒ Exhibit G-1 – Insurance Requirements
- ☒ Exhibit O – Bidder’s Questionnaire
- ☒ Exhibit I – “No Bid” Response Form
- ☒ Sample Contract

**5. TERM OF CONTRACT:** The term of the contract (“Contract”) awarded to the successful Bidder (herein also referred to as the “Contractor”) will be three (3) years from date of award by VTA, with two (2) additional one (1) year options for years four and five. VTA may extend the term of the Contract by written notice to the Contractor within thirty (30) days prior to the end of the current Contract term.

**6. CONTRACT TYPE:**

VTA anticipates the award of an indefinite delivery/indefinite quantity (“IDIQ”) contract as a result of this IFB.

This is not an exclusive contract or a requirements contract, and it does not obligate VTA to fill through the Contractor all of its needs for the goods or services covered by the Contract. VTA is free to obtain these goods or services from other sources to the extent it sees fit. The minimum and maximum (if designated) quantities or dollar amounts required under the Contract are stated in the Scope of Work and/or Schedule of Prices and Estimated Quantities.

VTA may issue purchase orders requiring delivery to multiple destinations or performance at multiple locations.

Any purchase order issued during the effective period of this Contract but not completed within that period must be completed by the Contractor within the time specified in the order. This Contract will

govern the Contractor's and VTA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

7. **OBLIGATION:** This Invitation for Bids does not obligate VTA to award a Contract or to pay costs incurred in the preparation or submittal of any Bid.
8. **INSURANCE:** Each prospective Bidder (herein referred to as the "Bidder" or "Contractor") is cautioned to review the Insurance requirements of this solicitation. See Exhibit G-1.
9. **PRICE:** It is the desire of VTA to enter into a firm, fixed price Contract with the successful Bidder who agrees that the prices quoted are firm and fixed for the duration of the Contract. The unit price as bid will apply regardless of the actual quantity purchased.
  - A. No additional charges will be allowed unless agreed to in writing by VTA prior to delivery of goods and/or services. Bidder agrees that the prices quoted on the attached Bid Form 1-B are maximum for the period of the proposed Contract, and in the event of a price decline, the benefit of such lower price must be extended to VTA.

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

11. **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, attached hereto. Destination is defined for purposes of this Contract as the VTA Yard locations as specified under Delivery or on the individual purchase orders associated with this Contract. Any exception to this policy may deem the Bid non-responsive.

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

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

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

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

15. **BIDS:** All Bids must be submitted through the VTA Procurement Website with all the required forms listed in this IFB no later than the date and time stated in the Instructions section of this IFB.

Submissions must bear Bidder's name and address and be clearly labeled with the P26108 and description.

All responses, inquiries, and correspondence related to this IFB, and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Bidder submitted as part of the Bid will become the property of VTA when received by VTA and may be considered public information under applicable law. Any proprietary information in the Bid should be identified as such. VTA does not

typically disclose proprietary information to the public, unless required by law; however, VTA cannot guarantee that such information will be held confidential.

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

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

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

BID FORM 1-A: BIDDER ACKNOWLEDGEMENT OF ADDENDA .....	24
BID FORM 1-B: SCHEDULE OF PRICES AND ESTIMATED QUANTITIES .....	26
BID FORM 2-A .....	30
BID FORM 2-B.....	32
BID FORM 2-C.....	33
BIDDER SIGNATURE PAGE .....	41
BIDDER’S QUESTIONNAIRE – EXHIBIT O.....	42
“NO BID” RESPONSE FORM - EXHIBIT I.....	46

- 18. BRAND NAME OR EQUAL:** [OMITTED].

- 19. Q/A AND WARRANTY PROGRAMS SUBMITTALS:** [OMITTED].

- 20. DELIVERY ADDRESS:** [OMITTED].

- 21. AUTHORIZED RESELLER:** [OMITTED].

- 22. SMALL BUSINESS ENTERPRISE POLICY:**

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

- (1) All SBE firms listed on Bid Form 2-A must be certified by VTA's Office of Business Development Program (OBDP) or the California Unified Certification Program (CUCP) at the time of Bid to be counted toward the Contract SBE goal.
- (2) Bid Form 2-A, Bid Form 2-B, and Bid Form 2-C are required to be submitted at the Bid opening.
- (3) It is the Bidder's sole responsibility for verifying subcontractor certification as a SBE to VTA. The list of VTA SBEs is available at <http://vta.sbdbe.com>
- (4) The VTA SBE application is available at <http://vta.sbdbe.com>

**23. WEBSITE REGISTRATION:** Bidders must register on VTA's Procurement Website as a condition of bidding to ensure they will receive notification of any potential addenda or other pertinent information, including notification of closing and award even if this was a manually processed IFB.

A. To register, view this IFB, and sign up for notifications, Bidder must do the following:

- (1) Go to <http://www.vta.org>, select "Doing Business with VTA" and then select "Get Registered".
- (2) Provide email address and select "Sign Up"
- (3) Check email for a system message providing a link to activate account
- (4) Select the "Activate Account" link
- (5) Once activated, the system will take Bidder to the Vendor Registration Page where the Bidder enters registration information
- (6) In the "NAICS Email Subscription Settings" check the box "New Solicitation and Updates, Including Plan Holder Updates". Then check all the NAICS code boxes for the categories of business that represent your company.
- (7) To view VTA solicitation, select the "Visit Portal" on the VTA Procurement Website
- (8) To receive automatic notification for upcoming VTA projects, click "+ Subscribe"
- (9) To sign up for automatic email updates for this IFB, select this solicitation on the "Visit Portal" page and then click "Follow"
- (10) Download all solicitation documents

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

**24. EXERCISE OPTIONS:**

The Contractor hereby grants VTA options ("Options") to extend the length of this Contract as specified under the Term of Contract section of this solicitation.

VTA may extend the term of this contract by written notice to the Contractor within thirty (30) days prior to the end of the current Contract term. If VTA exercises this Option, the extended contract will be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, must not exceed five (5) years.

The price of the Options will be as shown on Bid Form 1-B, Schedule of Prices and Estimated Quantities.

Except as otherwise specified, all terms of the Invitation for Bid and any resulting Contract will apply to the Options.

**INSTRUCTIONS TO BIDDERS**  
**P26108**  
**NON-REVENUE CAR WASHING SERVICES**

**1. EXAMINATION OF DOCUMENTS:**

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

**2. INTERPRETATION:** Should any discrepancies or omissions be found in the Bid specifications, or doubt as to their meaning, the Bidder must notify the Buyer in writing at once. The Buyer will send written instruction or addenda to all Bidders. Receipt of addenda by the Bidder must be acknowledged in the space provided on Bid Form 1-A. VTA will not be held responsible for oral interpretations. Questions must be received at least ten (10) days before date set to receive Bids. All addenda issued will be incorporated into the Contract. VTA will assume no responsibility for any understanding or representations concerning conditions made by any of its officers, agents or employees prior to the execution of the Contract, unless included in these documents.

**3. BIDDER QUALIFICATIONS AND ELIGIBILITY FOR AWARD:**

- A.** Each Bidder must complete, and submit with the Bid, the Bidder's Questionnaire contained in these documents. If the Bidder is a joint venture, each joint venturer must prepare and submit a separate form. Failure to complete and return the Bidder's Questionnaire may be grounds for rejection of the Bid.
- B.** When Federal, State or Local law or ordinance requires a special license or permit, a Bidder must be properly licensed prior to submitting a Bid and furnish evidence of such with the Bid.
- C.** In order for a Bidder to be eligible to be awarded the Contract, the Bid must be responsive to the solicitation and VTA must be able to determine that the Bidder is responsible to perform the Contract satisfactorily.
- D.** Bids deviating or taking exception to the solicitation requirements will not be considered.
- E.** Bidder must have the equipment, organization, facilities and financial capability to perform the services required by this solicitation.
- F.** Bidder must register and maintain an active registration with the US government's System for Award Management (SAM) in order to do business with VTA. Such registration may be completed at the following web address:

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

4. **PROTESTS:** Bidders must adhere to the VTA Protest Procedures located at <https://www.vta.org/sites/default/files/2024-08/VTA-Protest-Procedures.pdf>.

5. **PREPARATION OF BIDS:**

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

6. **SUBMISSION OF BIDS:**

- A. All Bids must be submitted through the VTA Procurement Website with all the required forms listed in this IFB no later than the date and time stated in the Instructions section of this IFB.
- B. Submissions must bear Bidder's name and address and be clearly labeled with the P26108 and description.
- C. Bid modifications or corrections received after the closing time specified will be rejected.
- D. Notwithstanding the time for Opening Bids established in the Request for Bid, the Bid opening might be postponed solely at VTA's discretion.

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

8. **TIE BIDS:** In the event that two or more low Bids equal in all respects are received by VTA, the Contract 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 rebid.

9. **AWARD:**

- A. Award of a firm fixed-price Contract, if awarded, will be made to the lowest responsive and responsible Bidder.
- B. The basis of award will be the **Total Bid as submitted on Bid Form 1-B.**

- C. Unless the Bidder specifies otherwise in the Bid, or the Bid gives notice of an all or none award, VTA may accept any item or group of items of any Bid.
  - D. VTA reserves the right to reject any or all Bids and to waive informalities and minor irregularities in Bids received.
  - E. In the event of a discrepancy between the unit price bid and the price extension, the unit price bid will be deemed intended by the Bidder and the extension will be adjusted accordingly. Failure to list a unit price will result in the Bid being rejected as non-responsive.
  - F. The Bidder whose Bid is accepted will, within the time established in section 7 above, enter into a written Contract with VTA and furnish the required Certificate of Insurance within five (5) working days of Notice of Award.
10. **TAXES:** Contractor will be responsible for assessing any and all applicable taxes related to the purchase of, or installation of, materials used as part of this Contract. For material used on a VTA project, the Contractor will assess any and all applicable taxes and will, for purposes of determining transaction or use tax liability, use the VTA job site as the place where “engaged in business”.
11. **SBE DOCUMENTATION:** All Bidders are required to submit the following documents to the Buyer at the Bid Opening:
- A. Bid Form 2-A.
  - B. Bid Form 2-B.
  - C. Bid Form 2-C.
12. **DISCLOSURE OF BID INFORMATION:** After award, all Bids will be open to public inspection. VTA assumes no responsibility for the confidentiality of information offered in a Bid.
13. **DESIGNATED POINT OF CONTACT:** All communications with VTA regarding this IFB must be in writing (US mail/ email) to the Designated Point of Contact identified below. All emails must indicate in the subject line “IFB P26108 for Non-Revenue Car Washing Services.” No telephone calls will be accepted. Except as otherwise provided herein, no contact will be entertained by the Procurement, Contracts, and Business Development staff outside of the formal Q&A period, and/or by anyone other than the Designated Point of Contact regarding this IFB.

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

VTA Designated Point of Contact:  
Osinachi Nnaji, Contracts Administrator I  
3331 N. First Street, Bldg. B  
San Jose, CA 95134-1906  
Osinachi.Nnaji@vta.org

**STANDARD TERMS AND CONDITIONS**  
**P26108**  
**NON-REVENUE CAR WASHING SERVICES**

1. **ACCEPTANCE:** VTA will not be bound by the terms and conditions stated in these IFB Documents until a Contract is appropriately executed between VTA and Contractor or VTA accepts deliveries against the purchase order. These IFB Documents will be deemed incorporated into the Contract, and the Contractor will be bound by the terms and conditions set forth in these IFB Documents, when it executes, and returns said Contract. By entering into the Contract, Contractor will be deemed to have accepted the terms and conditions set forth herein; any additional or different terms proposed by Contractor will not be deemed a part the Contract unless expressly assented to in writing by VTA.
2. **TERMINATION AND SUSPENSION:**
  - A. **FOR NON-APPROPRIATION OF FUNDS:** VTA may terminate this Contract, in whole or in part, at any time, by giving Contractor at least thirty (30) days advanced written notice. Upon receipt of such notice, Contractor must stop work immediately and promptly terminate all orders and subcontracts insofar as they relate to this Contract. Within thirty (30) days after termination, Contractor may submit to VTA its written claim for any charges due to Contractor. Failure to submit the claim within this time period will constitute a waiver of all Contractor's claims arising out of the termination.
  - B. **FOR CONVENIENCE:** VTA may, by giving at least ten (10) business days' written notice to Contractor, terminate this Contract, or suspend performance hereunder, in whole or in part at any time for VTA's convenience. Contractor will be compensated in accordance with the terms of this Contract for the Scope of Work satisfactorily performed prior to the effective date and time of termination or suspension. Contractor will have no right to recover lost profits on the balance of the Scope of Work.
  - C. **FOR CAUSE:** VTA, by written notice given to Contractor, may declare default in Contractor's performance of any term of this Contract, specifying with particularity the basis for such default. Contractor must deliver a response thereto in writing to VTA within five (5) business days of receipt of the notice, setting forth a reasonable proposal to cure the default. If Contractor fails to deliver the foregoing response on time or fails to cure the default within ten (10) working days after receipt of the notice (or within such additional time the parties may agree upon in writing), VTA may elect to terminate this Contract for cause by serving written notice thereof to Contractor.

In the event of such termination for cause, VTA will be relieved of any obligation (including its obligation to purchase the minimum quantity or dollar amount stated herein) of further payment to Contractor and may complete the remainder of the Contractor's obligations by itself or using an alternative, third-party contractor. The reasonable additional cost to VTA for completing the remaining Contractor obligations will be deducted from any sum due to the Contractor and the balance, if any, will be paid to the Contractor upon demand. The foregoing will be in addition to any other legal or equitable remedies available to VTA.

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

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

**3. WARRANTY:**

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

- 4. FORCE MAJEURE:** An event of force majeure refers to an event beyond the control and without the fault or negligence of the Party affected which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
- Acts of God (such as, but not limited to earthquakes, flood, fire or other physical natural disaster)
  - War, hostilities (whether declared or not), invasion, acts of terrorism, civil war, rebellion, revolution, requisition
  - Contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- A.** Neither Party is responsible for any failure to perform its obligations under this Contract if it is prevented or delayed in performing its obligations by an event of force majeure.
- B.** Where there is an event of force majeure, the Party prevented from or delayed in performing its obligations under this Contract (“Affected Party”) must immediately notify the other Party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that Party from, or delaying that Party in, performing its obligations under the Contract, and the Affected Party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Contract and must use reasonable efforts to fulfill its obligations under the Contract.

- C. Upon completion of the event of force majeure, the Affected Party must, as soon as reasonably practicable, re-commence the performance of its obligations under this Contract
5. **CHANGES:** VTA will have the right at any time prior to the delivery date of the services or goods to make changes in drawings, designs, specifications, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for performance, or otherwise affect any other provision of this Contract, a mutually agreed upon adjustment will be made and this Contract will be modified in writing accordingly. Any claim by Contractor for adjustment under this clause will be deemed waived unless made in writing within ten (10) working days after receipt by Contractor of notice of such change. Price increases or extensions of time for delivery will not be binding on VTA unless evidenced by a written change order executed by an authorized agent of VTA.
6. **VTA's PROPERTY:** The Contractor agrees that any documentation and equipment or material, including drawings, patterns and specifications supplied or paid for by VTA will be and remain VTA's properties and will be held by the Contractor for VTA unless directed otherwise by VTA. The Contractor will account for such items and keep them in good/working condition and fully covered by insurance at all times without expense to VTA.
7. **ASSIGNMENTS AND SUBCONTRACTING:** This Contract and any payments to be made hereunder may not be assigned, subcontracted or transferred without the prior written approval of VTA.
8. **WAIVER:** VTA's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or VTA's waiver of any breach hereunder will not thereafter waive any other terms, conditions, rights or privileges.
9. **BANKRUPTCY/INSOLVENCY:** In the event of any proceeding by or against Contractor in bankruptcy, reorganization or insolvency or any assignment for the benefit of creditors or of a receiver, VTA will have the right, upon written notice to Contractor and without liability, to cancel this Contract with respect to any portion thereof not complete.
10. **ADDITIONAL DOCUMENTS:** All specifications and documents expressly referred to in this Contract are incorporated herein by reference. If such reference is to a portion of such specifications or documents, then only the portions referenced will be incorporated herein.
11. **COMPLIANCE WITH LAWS:** Contractor warrants that all services performed have been performed in compliance with, and Contractor agrees to be bound by, all applicable federal, state and local laws, orders, rules and regulations.
12. **THIRD PARTIES NOT TO BENEFIT:** This Contract is binding upon and will inure to the benefit of the parties hereto and their successors and permitted assigns but must not inure to the benefit of any third party or other person.
13. **AUDIT AND RECORDS:**
- A. Contractor must maintain, in accordance with generally accepted accounting principles and practices, complete books, accounts, records and data with respect to actual time devoted and costs incurred for services under this Contract. Such documentation must be supported

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

- B.** For the duration of the Contract, and for a period of three (3) years thereafter, VTA, its representatives and the state auditor must have the right to examine and audit during successful Bidder normal business hours these books, accounts, records, data and other relevant information to the extent required to verify the costs incurred hereunder where such costs are the basis for billings under this Contract.

**14. PROHIBITED INTERESTS:**

- A. SOLICITATION:** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, VTA will have the right to rescind this Contract without liability.
- B. INTEREST OF PUBLIC OFFICIALS:** No Board Member, officer or employee of the VTA during his or her tenure or for two years thereafter will have any interest, direct or indirect, in this Contract or the proceeds thereof.
- C. INTEREST OF THE CONTRACTOR:** The Contractor covenants that neither it nor its officers, directors or agents, presently has any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest will knowingly be employed.

- 15. ETHICS HOTLINE CERTIFICATION:** Contractor acknowledges that it is aware of the availability of the VTA Ethics Hotline, which is available 24/7/365 for VTA employees and those doing business with VTA to report suspected unethical behavior (such as fraud, waste, abuse, theft, misconduct, or any violation of company policy, law or regulation) anonymously, securely and without fear of retribution. Reports received are evaluated, investigated, or referred by an independent third party.

The anonymous reports can be submitted to:

Website: [vta.ethicaladvocate.com](http://vta.ethicaladvocate.com)

Telephone: (844) 845-0153

- 16. NONDISCRIMINATION:** During performance of this Contract, Contractor, its employees, and its sub-Bidders must not unlawfully discriminate, harass, or allow harassment against any person because of race, religious creed, color, sex, gender, gender identity, gender expression, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), genetic information, marital status, age (over 40), sexual orientation, or military and veteran status. In addition, Contractor and any subcontractor must not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to

use family care leave. Contractor must ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment.

17. **CONFIDENTIALITY AND PUBLICITY:** Without the written consent of VTA, Contractor must not disclose to third parties other than its employees or authorized sub-Bidders or disclose or use for any purpose other than performance of the services any information provided to Contractor by VTA in connection with performance of this Contract, or any information developed or obtained by Contractor in the performance of this Contract, unless: (1) the information is known to Contractor prior to obtaining same from VTA or performing services under this Contract; (2) the information is, at the time of disclosure by Contractor, then in the public domain; or (3) the information is obtained by or from a third party who did not receive it, directly or indirectly, from VTA and who has no obligation of confidentiality with respect thereto.
18. **SEVERABILITY:** If any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Contractor must negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.
19. **NOTICES:** Notices provided for under this Contract must be provided in writing and addressed to VTA's authorized representative.
20. **INDEPENDENT CONTRACTOR:** Contractor is an independent Contractor and not the agent or employee of VTA in performing its services under this Contract.
21. **ENTIRE CONTRACT:** This Contract constitutes the entire contract between VTA and Contractor relating to the subject matter hereof and supersedes any previous contracts or understandings, oral or written.
22. **AMENDMENT:** Except as expressly provided herein, the provisions of this Contract must not be altered, modified or amended except through the execution of a written amendment executed by VTA and Contractor.
23. **DAYS:** For purposes of this Contract, all references herein to "day" will mean calendar day, unless specified otherwise. All references to "calendar day" will mean any day, including Saturday, Sunday and all legal holidays. All references to "working day" will mean any business day, excluding Saturdays, Sundays and legal holidays.
24. **GOVERNING LAW:** The laws of the State of California will govern these terms and conditions, as well as any claim that might arise between Contractor and VTA, without regard to conflict of law provisions.
25. **FORUM SELECTION:** Contractor will resolve any claim, cause of action or dispute (collectively "claim") that Contractor has with VTA arising out of or related to this Contract in a state or federal court located in Santa Clara County, California. Contractor agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
26. **INDEMNIFICATION AND DEFENSE OF CLAIMS:**

## **A. INDEMNITY AND DEFENSE OF CLAIMS:**

### **1. General Indemnification and Defense of Claims:**

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

### **2. Infringement Indemnification and Defense of Claims:**

- i. Contractor must indemnify and hold harmless the Indemnites from and against any and all Claims which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any actual or alleged infringement of any intellectual property rights (including but not limited to patents, copyrights, trade secrets, service marks, and trademarks) by the goods and/or services provided by Contractor hereunder (referred to as “Goods” and “Services” for purposes of this Infringement Indemnification and Defense of Claims provision), or use of any of the aforementioned.
- ii. Contractor must, at its own expense, and upon written request by VTA or any individual Indemnitee, immediately defend any suit, action, proceeding, dispute, or demand brought against any Indemnitee founded upon, alleging, or implicating any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, or fees and costs covered by Contractor’s indemnity obligation set forth in subparagraph (i) immediately above and

regardless of whether Contractor and/or any of its agents, employees, or subcontractors did, in fact, infringe any intellectual property rights.

- iii. If any part of the Goods and/or Services is, or in Contractor's reasonable judgment is likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party intellectual property right, Contractor must, at its expense and option, do one of the following: (a) procure for VTA the necessary right to continue using the Goods and/or Services; (b) replace or modify the infringing portion of the Goods and/or Services with a functionally equivalent item or portion thereof, or (c) if none of the foregoing are commercially reasonable, Contractor may terminate this Contract upon written notice to VTA, take back any infringing portion of the Goods, and refund to VTA a pro-rated amount of any fees paid for the infringing portion of the Goods and/or Services. The remedies set forth in this subparagraph (iii) are in addition to, and not in lieu of, all other remedies that may be available to VTA, including the indemnification rights under this Indemnity and Defense of Claims provision.
- iv. Contractor will have no liability or obligation hereunder with respect to any Claim to the extent the Claim is based upon (i) modifications, alterations, combinations, or enhancements by VTA of the Goods and/or Services that is not authorized by Contractor or (ii) VTA's continuation of allegedly infringing activity after being notified thereof.
- v. **Infringement Indemnification Procedures:** Contractor's obligations under the Infringement Indemnification and Defense of Claims section are expressly conditioned on the following: VTA will (a) promptly notify Contractor in writing of any such Claim of which VTA has actual knowledge (provided that failure to do so will only release Contractor from the foregoing indemnification and defense obligations to the extent that such failure led to material prejudice), (b) in writing, grant Contractor sole control of the defense of any such Claim and of all negotiations for its settlement or compromise (provided that no such settlement or compromise may impose any liability or other obligations on VTA), and (c) reasonably cooperate with Contractor to facilitate the settlement or defense of the Claim. Notwithstanding the foregoing, VTA may participate, at VTA's own expense, in the defense of such Claim.

- 3. **Survival:** This Indemnity and Defense of Claims provision will survive the expiration or termination of this Contract and remain in full force and effect.

27. **REMOTE ACCESS:** [OMITTED].

28. **SUBSTANCE ABUSE REQUIREMENTS:** [OMITTED].

29. **CYBER SECURITY INCIDENT NOTIFICATION REQUIREMENTS:**

- A. In the event of a Cyber Security Incident (defined below), which is reasonably likely to affect VTA, the Contractor must:
  - 1. within 24 hours of discovering the Cyber Security Incident, notify VTA in writing and provide information about the Cyber Security Incident by sending an email to [Cyber.security@vta.org](mailto:Cyber.security@vta.org) and by phone (408) 546-7401.

2. if VTA was impacted, within 72 hours, provide details including the nature of the information compromised and the steps being taken to mitigate the Cyber Security Incident; a copy of any communications with law enforcement and/or federal agencies, including a copy of any police report. Report details should include:
  - i. Affected system/facilities, including location.
  - ii. Description of the threat, the earliest date, notifications, actions taken, and any information available, including the source.
  - iii. Description of potential impact on operations systems or data theft.
  - iv. Description of incident responses and plan.
  - v. If the information is not available at the time of reporting, a follow-up is required.

For purposes of this Section 29 a “Cyber Security Incident” is the loss or unauthorized destruction, alteration, disclosure of, access to, or control of, any information technology systems, operational technology systems, networks, internet, or cloud enabled applications or devices, and the data contained within such systems. This definition includes an event that is under investigation or evaluation by the owner or operator as a possible cybersecurity incident without final determination of the event’s root cause or nature (such as malicious, suspicious, or benign). A Cyber Security Incident is also considered any cyber incident, regardless of cause, including, but not limited to, a compromise of a cloud service provider, managed service provider, or other third-party data hosting provider; a supply chain compromise; a denial-of-service attack; a ransomware attack; or exploitation of a zero-day vulnerability.

- B. The requirements of this Section 29 apply to the Contractor and its Subcontractors. The Contractor must ensure compliance with this Section 29 by all of its Subcontractors.

**30. WORKPLACE VIOLENCE PREVENTION REQUIREMENTS: [OMITTED].**

**SPECIAL CONDITIONS**  
**P26108**  
**NON-REVENUE CAR WASHING SERVICES**

1. **COMPENSATION:** As full consideration for the satisfactory performance of the Contract by the Contractor, VTA will pay to the Contractor amounts designated in Bid Form 1-B – Schedule of Prices and Estimated Quantities.
2. **QUANTITY:** Contractor agrees Bid price(s) apply to any quantity purchased under this Contract and such prices are guaranteed for the term of the Contract unless otherwise agreed by both parties in writing.
3. **TAXES:** Sales tax (when applicable) must be included in the bid as a separate line item.
4. **INVOICING AND PAYMENTS:**

- A. The successful Bidder must submit its invoice for payment to the address listed below for the services provided, which have been accepted by VTA.

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

or  
**VTA.AccountsPayable@VTA.org**

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

**SCOPE OF WORK**  
**P26108**  
**NON-REVENUE VEHICLE CAR WASHING SERVICES**

1. **INTRODUCTION AND OVERVIEW:** Vendor will provide car washing services for the complete cleaning of the VTA non-revenue vehicles within three (3) miles of the four (4) geographic locations listed below.

**GEOGRAPHIC LOCATIONS:**

1. First Street and Montague Expressway, San Jose
2. First Street and Hedding Street, San Jose
3. Seventh Street and Tully Road, San Jose
4. Highway 101 and Shoreline Boulevard, Mountain View

**2. SCOPE OF WORK REQUIREMENTS:**

Vendor shall provide equipment, materials and personnel to perform the exterior and interior washing and drying of VTA owned non-revenue Staff cars, Ladder Trucks and Operation vans.

Specifically, Contractor will provide the following types of car washing services, as explained in further detail below:

1. Standard sized vehicle washing in tunnel
2. Standard sized vehicle washing outside of tunnel
3. Standard sized full detail package
4. Oversized vehicle washing in tunnel
5. Oversized vehicle washing out of tunnel

Vehicles fitting through wash tunnels (depending on size) at Vendor site which includes:

- Interior cleaning of surfaces and windows, vacuuming and dusting with no added odor or fragrance.
- Exterior cleaning includes exterior wash, towel dry and window cleaning.

Vehicles not fitting through wash tunnels (depending on size) at Vendor site which includes:

- Interior cleaning of surfaces and windows, vacuuming and dusting with no added odor or fragrance.
- Exterior cleaning includes exterior wash, towel dry and window cleaning.

### **3. PROCEDURES:**

Car wash tickets shall be printed by VTA for distribution to authorized VTA Staff. Each ticket shall be good for one (1) car wash at any of the four contract locations. Each ticket shall have the VTA logo, shall include a space for the vehicle number, license plate number, employee printed name, employee ID (badge)#, and employee signature.

The VTA employee must complete and sign a ticket for each car wash service. Tickets shall be taken by the car wash attendant, and the following must be verified prior to washing:

- License plate number matches that of the number on the ticket.
- Check and verify that the Employee ID badge is the same as that on the wash ticket

Completed wash tickets shall be sent to VTA along with the monthly invoice for payment. Full Detail package shall require a special ticket from VTA authorizing the expenditure with a cost center number.

### **4. INVOICING AND PAYMENTS:**

All pricing per unit will be fixed dollar amount per unit as listed on Bid Form 1-B, Schedule of Quantities and Prices. Contractor must invoice all preventive maintenance as a flat rate service. All On-Call type Services will be invoiced pursuant to the underlying Work Order.

### **5. ADDITIONAL INFORMATION**

Quantities will vary per location and may range from approximately five (5) to up to forty (40) vehicle washes per location, per month.

### **6. TABLE OF DELIVERABLES:**

See Exhibit 2 - Bid Form 1-B, Schedule of Estimated Prices and Quantities.

**GENERAL CAR WASH SERVICE TICKET**

**When completed and signed by both the VTA employee and Contractor representative, this Car Wash Service Ticket documents one (1) car wash service of a VTA vehicle (excluding buses) performed under this Contract. Completed tickets shall accompany the Contractor's monthly invoice for payment in accordance with the Contract requirements.**

VEHICLE #: \_\_\_\_\_ LICENSE #: \_\_\_\_\_ DATE USED: \_\_\_\_\_ LOCATION: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_ CONTRACTOR ADDRESS: \_\_\_\_\_

**SERVICE TYPE (CHECK ONE):**

☐ Standard – Tunnel Wash      ☐ Standard – Hand Wash

☐ Oversized – Tunnel Wash      ☐ Oversized – Hand Wash

☐ Full Vehicle Detail\*

\*Full Detail requires Superintendent or Automotive Attendant approval and signature.

EMPLOYEE NAME: \_\_\_\_\_ BADGE/ID #: \_\_\_\_\_ EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SUPERINTENDENT / AUTOMOTIVE ATTENDANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR REPRESENTATIVE NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**BID FORM 1-A: BIDDER ACKNOWLEDGEMENT OF ADDENDA**  
**P26108**  
**NON-REVENUE CAR WASHING SERVICES**

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

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

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

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

CONTINUED 

**BID FORM 1-B: SCHEDULE OF PRICES AND ESTIMATED QUANTITIES**  
**P26108**  
**NON-REVENUE CAR WASHING SERVICES**

Bid Form 1-B is attached as a separate Excel spreadsheet on VTA's Procurement Website (See Section 23 WEBSITE REGISTRATION). Bid Form 1-B spreadsheet must be completed and submitted along with Bid Form 1-A Bidder Acknowledgment of Addenda.

**SMALL BUSINESS ENTERPRISE (SBE) POLICY AND REQUIREMENTS**  
**P26108**  
**NON-REVENUE CAR WASHING SERVICES**

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

If an SBE does not perform or exercise responsibility of at least thirty percent (30%) of the total cost of its Contract with its own work force, or if the SBE subcontracts a greater portion of work of a Contract than would be expected on the basis of normal industry practice, then it will be presumed that the SBE is not performing a commercially useful function.
  - B. Credit for an SBE vendor of materials or supplies is limited to sixty percent (60%) of the amount to be paid to the vendor for the materials or supplies unless the vendor manufactures or substantially alters the goods. Credit for SBE brokers is limited to only the fees and commissions portion of the amount paid. All other firms receive one hundred percent (100%) credit, less work subcontracted by the SBE to non-SBE firms, toward the SBE goal.
  - C. Credit for SBE trucking firms is limited to the amount performed by the SBE's own trucks and drivers and by certified SBE trucking sub haulers. An SBE trucking firm must itself own and operate at least one fully licensed, insured and operational truck used on the Contract.
  - D. In a joint venture, only the portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the work of the Contract that the SBE performs with its own forces will be counted toward the SBE goal.
  - E. During the life of a Contract, work performed by SBE firms whose certification has expired will not continue to be counted toward the SBE goal. Only work performed by a certified SBE firm will be counted toward the SBE goal when the SBE firm has been paid.
  - F. Bidders are encouraged to utilize services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in VTA's community and marketplace.
4. **AWARD OF THE CONTRACT:** VTA will award this Contract to the lowest responsible and responsive Bidder as required by federal and California laws.
5. **SUBMITTALS:** All Bidders must submit the following:

- A. Bid Form 2-A: Listing of SBE Contractor, subcontractor(s) or supplier(s) Bidder intends to use and count toward VTA's overall agency SBE goal, with a complete description of services or supplies to be provided by each, work which the SBE further subcontracts to non-SBE firms, and the dollar value of each such subcontracting or supplies transaction.
  - B. Bid Form 2-B: Supplemental Contractor and Subcontractor Information.
  - C. Bid Form 2-C: Bidders List.
6. **NONDISCRIMINATION:** The Contractor must make VTA's contracting requirements known to subcontractors, vendors and suppliers who are certified or accepted as certifiable as SBE, as well as to non-SBE businesses, and must provide a practical opportunity for all firms to participate in the Contract.
7. **SUBSTITUTION OF SBE SUBCONTRACTOR WITH NON-SBE SUBCONTRACTOR:** An SBE subcontractor or supplier must not be replaced without the prior written consent of VTA. Contractor must make good faith efforts to find another SBE subcontractor or supplier to substitute for the original SBE. The efforts employed by the Contractor must be those that one could reasonably expect a Contractor to take if the Contractor were actively and aggressively trying to engage a certified SBE firm to substitute for an SBE firm that has to be replaced and must include the following:
- A. Contractor must immediately notify VTA in writing of its intent to replace a SBE firm, and of the reasons therefore, prior to any solicitation or advertisement for replacement firms. A copy of the notice must be provided to the VTA Office of Business Development Program (OBDP).
  - B. VTA will provide written notice to the SBE firm of Contractor's request for substitution and of the reasons therefor and they will be requested to provide any written objections within five (5) working days.
  - C. Contractor must utilize the following source for identifying certified SBE firms for solicitation: California Department of General Services Small Business database.
  - D. Contractor must provide written notice to at least five (5) firms in each work or material/supply category to be substituted. If Contractor provides written notice to fewer than (5) five firms Contractor must explain to OBDP in writing why the number of firms solicited was sufficient. Written notice must be sent first to firms located in the County of Santa Clara and its contiguous counties ("local firms") and then, where appropriate, to out-of-area SBE firms.
  - E. Contractor must contact the SBE firms solicited to determine with certainty whether the firms are interested in bidding on the project. This follow-up must be documented with telephone logs, fax logs or other written documentation and submitted to OBDP.
  - F. Contractor must provide OBDP with the following information:
    - (1) A list and copies of all SBE and non-SBE responses to the solicitation, including all Bids received.
    - (2) If a Bid is rejected by Contractor, the reasons for the rejection.
    - (3) If Contractor rejected an SBE firm as unqualified, a description of the qualification assessment conducted by Contractor and the factors considered.
  - G. A Contractor who fails to use good faith efforts to replace an SBE firm with another SBE firm may be subject to the imposition of a penalty of up to fifteen percent (15%) of the value of the work of the subcontractor or supplier replaced.

8. **MONTHLY SBE UTILIZATION REPORT:** Contractors are required to submit a monthly SBE Utilization Report electronically to the VTA Office of Business Development Program. These monthly reports must be submitted electronically, and the Contractor will document the dollar value of payments to SBE firms, and the percentage of the Contract completed. VTA will monitor the Contract for compliance with SBE requirements.
- A. This system is web-based, accessible from any computer via the internet at <https://vta.sbdbe.com>. Each Contractor and subcontractor will receive an email providing them with Log On identification, and a temporary password and instructions on how to use the system. Classroom training will also be provided. Other assistance will be provided upon request.
  - B. Contractor will include this requirement in all of its subcontracts and purchase orders when required to provide or verify SBE utilization documentation.
  - C. If the SBE Utilization Reports indicate potential problems, the Contractor must meet with the appropriate VTA representative(s) to address any deficiencies and discuss appropriate corrective actions.
  - D. Prior to final payment, Contractor will be required to submit a final SBE Utilization Report. In addition to payments to the SBEs, the final report must include payments to and other information about all other businesses, including non-SBE subcontractors, suppliers of materials, trucking firms, consultants and others.
  - E. Failure by Contractor to submit required reports as described above may be considered grounds for a determination by VTA of non-responsibility in consideration of Contractor's eligibility to bid on or be awarded future work.
9. **PROMPT PAYMENT:** The Contractor must adhere to all federal and California prompt payment laws and regulations. If Contractor does not adhere to prompt payment requirements, penalties may apply.

**LISTING OF SBE CONTRACTOR OR SUBCONTRACTORS  
P26108**

**NON-REVENUE CAR WASHING SERVICES**

Issued MARCH 2, 2026

**BID FORM 2-A**

<b>Firm:</b> _____	<b>Street Address:</b> _____
<b>City, State:</b> _____	<b>Zip Code:</b> _____
<b>Phone:</b> _____	<b>Fax/E-mail:</b> _____
<b>Age of Firm:</b> _____	<b>Small Business Enterprise:</b> Yes    _____    No    _____
<b>Name and Title:</b> _____	<b>Signature:</b> _____ <b>Date:</b> _____

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

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

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

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

**LISTING OF SBE CONTRACTOR OR SUBCONTRACTORS  
P26108  
NON-REVENUE CAR WASHING SERVICES**

Issued MARCH 2, 2026

**BID FORM 2-A**

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

**SBE GOALS ARE DETERMINED ON BASE CONTRACT AMOUNT**TOTAL.....**Total \$**\_\_\_\_\_

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

*SBE Amounts and Base Amounts Must Exclude Alternate Bids* **Goal Achieved** \_\_\_\_\_ % **SBE Goal** \_\_\_\_\_ %

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

**IMPORTANT! THIS FORM MUST BE SUBMITTED WITH THE BID**

**SBE SUPPLEMENTAL CONTRACTOR AND SUBCONTRACTOR INFORMATION  
P26108**

**NON-REVENUE CAR WASHING SERVICES**

Issued MARCH 2, 2026

**BID FORM 2-B**

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

**Date:**

**Contract Name and Number:**

**Firm Name:**

**Firm Address:**

**Phone Number:**

**Fax Number:**

**Age of Firm:**

(Check one)  
**Annual Gross Receipts**  
**Indicate bracket of income**

Below \$500K	\$500K - \$1M	\$1M-\$4M	\$4M-\$6M	\$6-\$13M	Above \$13M

**Check One:** SBE ☐ Non-SBE ☐

**Work/Trade Category:**

**Completed by Company**

**Email Address:**

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

**BIDDER LIST  
NON-REVENUE CAR WASHING SERVICES**

**BID FORM 2-C**

*In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors, regardless of whether they were selected or not. This includes both successful and unsuccessful subcontractors.*

**Photocopy this form for additional firms.**

IFB Number: P26108

Subcontractor Name & Address	Work Description	Subcontract Amount	Percentage of Bid Item Subcontracted	NAICS Codes	SBE (if applicable)	SBE Cert Number (if applicable)	Annual Gross Receipts	
NAME								<\$1million
								<\$5million
								<\$10million
City, State, ZIP code								<\$15million
							Age of Firm in years	
NAME								<\$1million
								<\$5million
								<\$10million
City, State, ZIP code								<\$15million
							Age of Firm in years	
NAME								<\$1million
								<\$5million
								<\$10million
City, State, ZIP code								<\$15million
							Age of Firm in years	
NAME								<\$1million
								<\$5million
								<\$10million
City, State, ZIP code								<\$15million
							Age of Firm in years	
NAME								<\$1million
								<\$5million
								<\$10million
City, State, ZIP code								<\$15million
							Age of Firm in years	

**QUALITY ASSURANCE AND WARRANTY PROVISION**  
**P26108**  
**NON-REVENUE CAR WASHING SERVICES**

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

## **WARRANTY PROVISION**

1. **POLICY:** Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor and/or supplier. Consistent with this requirement, the Contractor and/or supplier shall guarantee and warrant all products (systems, components, parts, materials, and services) to be free from defects or failures in materials and workmanship and adhere to OEM's performance requirements and VTA's specified requirements. The Contractor and/or supplier shall also have and maintain an effectively defined and documented warranty administration system that demonstrates the Contractor and/or supplier's or OEM's policy, procedure and commitment to respond to and resolve warranty claims or service requests within a reasonable time. The Contractor and/or supplier is required to submit warranty policy, procedure, and forms for VTA review.
2. **COVERAGE:** All products supplied are warranted to be free from defects for one (1) year beginning on the date of installation or acceptance. The Contractor and/or supplier must submit its written standard limited warranty guarantee(s) for VTA review upon request.
  - A. **WARRANTY START DATE:** The warranty shall start from the date the equipment has been installed, inspected, tested and accepted.
  - B. **MANUFACTURERS STANDARD WARRANTY:** Any supplier or manufacturer's standard limited warranty coverage greater than that specified above must also be extended to VTA.

**INSURANCE EXHIBIT G-1**  
**INSURANCE REQUIREMENTS**  
**for**  
**GENERAL SERVICES CONTRACTS**

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

**INSURANCE**

Without limiting Contractor's indemnification and defense of claims obligations to VTA, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in the Contract pricing. Contractor must furnish complete copies of all insurance policies within three (3) business days of any such request by VTA.

**A. Liability and Workers' Compensation Insurance**

**1. Minimum Scope of Coverage**

Coverage must be at least as broad as:

- a. Insurance Services Office General Liability coverage ("occurrence" form CG 0001). General Liability insurance written on a "claims made" basis is not acceptable. Completed Operations coverage must be continuously maintained in force for at least two (2) years after completion of the work under this Contract.
- b. Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability written on a "claims-made" basis is not acceptable.
- c. Workers' Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance

## **2. Minimum Limits of Insurance**

Contractor must maintain limits no less than:

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

### **B. Self-Insured Retention**

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of

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

### **C. Claims Made Provisions (not applicable to General Liability or Auto Liability)**

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

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

#### **D. Other Provisions**

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

##### **1. General Liability and Automobile Liability**

- a. VTA, its directors, officers, officials, employees, and volunteers must be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor, including VTA's general supervision of Contractor; products and completed operations of Contractor or subcontractors; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability General Aggregate limit must apply per project, not per policy
- e. The General Liability policy must be endorsed to remove the exclusion for railroad liabilities, with coverage at least as broad as that afforded by ISO CG 24 17.

##### **2. All Coverages**

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

### **3. Other Insurance Provisions**

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

### **E. Acceptability of Insurers**

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

### **F. Certificates of Insurance**

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

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

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

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

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

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

#### **G. Maintenance of Insurance**

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

Ed. Rev. 10-1-19

**BIDDER SIGNATURE PAGE**  
**P26108**  
**NON-REVENUE CAR WASHING SERVICES**

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

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL \_\_\_\_\_

DATE: \_\_\_\_\_

**BIDDER'S QUESTIONNAIRE – EXHIBIT O**  
**P26108**  
**NON-REVENUE CAR WASHING SERVICES**

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

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**NAME OF BIDDER:**

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**PRINCIPAL OFFICE**

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**STREET ADDRESS OR P.O. NUMBER**

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**CITY****STATE****ZIP CODE + 4**

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**TELEPHONE****FAX**

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**E-MAIL ADDRESS**

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

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

NAME	ADDRESS

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

JOB CLASSIFICATION	NO. OF EMPLOYEES

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

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

TYPE	NUMBER

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

<b>NAME AND ADDRESS:</b>	
<b>TYPE OF BUSINESS:</b>	
<b>CONTACT INFORMATION:</b>	
<b>NAME AND ADDRESS:</b>	
<b>TYPE OF BUSINESS:</b>	
<b>CONTACT INFORMATION:</b>	
<b>NAME AND ADDRESS:</b>	
<b>TYPE OF BUSINESS:</b>	
<b>CONTACT INFORMATION:</b>	

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

<b>NAME AND ADDRESS:</b>	
<b>TYPE OF BUSINESS:</b>	
<b>CONTACT INFORMATION:</b>	
<b>NAME AND ADDRESS:</b>	
<b>TYPE OF BUSINESS:</b>	
<b>CONTACT INFORMATION:</b>	
<b>NAME AND ADDRESS:</b>	
<b>TYPE OF BUSINESS:</b>	
<b>CONTACT INFORMATION:</b>	

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

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

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

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

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**NAME OF COMPANY**

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**SIGNATURE**

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**PRINTED NAME/ TITLE**

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**DATE**

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**“NO BID” RESPONSE FORM - EXHIBIT I**  
**P26108**  
**NON-REVENUE CAR WASHING SERVICES**

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

**Reason for not submitting a Bid:**

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

Explain:

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Cannot comply with Specification:

Explain:

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Other:

Explain:

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SIGNATURE

/ / 20

DATE

PRINT NAME

E-MAIL ADDRESS

FIRM

TELEPHONE

FAX

SAMPLE CONTRACT  
BETWEEN  
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
AND  
CONTRACTOR NAME  
FOR  
NON-REVENUE CAR WASHING SERVICES  
CONTRACT NO. P26108

This contract ("Contract") is made and entered into by and between Santa Clara Valley Transportation Authority ("VTA"), a California special district and Contractor Legal Name ("Contractor"), a [STATE] [type of business]. This Contract expresses the terms and conditions for the purchase of Non-Revenue Car Washing Services.

**1. CONTRACT COMPONENTS:**

The Contract consists of:

- A. Exhibit 1 – Invitation for Bid P26108 dated MARCH 2, 2026, and any addenda thereto (the "IFB")
- B. Exhibit 2 – Bid Form 1B Schedule of Prices and Estimated Quantities dated MARCH 31, 2026

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

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

- 2. SCOPE OF WORK:** Contractor must furnish and deliver Non-Revenue Car Washing Services, as described in the Scope of Work of the IFB.
- 3. TERM OF CONTRACT:** The term of this Contract will commence on the Effective Date (as defined in the signature block below) and continue for three (3) years (unless otherwise earlier terminated pursuant to the terms and conditions set forth herein).

VTA may, at its option, extend the term of the Contract for two (2) additional one-year terms (each an "Option Year"). VTA may unilaterally exercise its Option Years by sending 30 days written notice to Contractor.

- 4. COMPENSATION:** VTA will pay Contractor in accordance with Exhibit 2 in exchange for Contractor's performance under this Contract. The compensation information set forth in Exhibit 2 will remain in effect and applicable to any Option Year exercised by VTA pursuant to the terms and conditions set forth herein.

Total Minimum Compensation paid by VTA to Contractor hereunder will not exceed \$1,000.  
Total Maximum Compensation paid by VTA to Contractor hereunder will not exceed \$xx, xxx.00.

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

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

6. **GOOD FAITH REQUIREMENT:** Contractor is hereby informed that they must at all times deal in good faith and truthfully with VTA, including in reports, claims, requests for change orders, equitable adjustments, or contract modifications; and that requests of any kind seeking increased compensation or decreases of an obligation on a VTA Contract should only be in good faith, and upon an honest evaluation of the underlying circumstances and an honest calculation of any amount being sought. Any violation of this standard of conduct will subject the Contractor to being deemed non-responsible and potentially ineligible for future contracts with VTA, regardless of whether VTA relied on or responded to the submission.
7. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between VTA and Contractor relating to the subject matter hereof and supersedes any previous contracts, agreements, or understandings, whether oral or written.
8. **GOVERNING LAW:** The laws of the State of California will govern these terms and conditions, as well as any claim that might arise between Contractor and VTA, without regard to conflict of law provisions.
9. **FORUM SELECTION:** Any lawsuit or legal action arising from this Contract must be commenced and prosecuted in the courts of Santa Clara County, California. Contractor agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
10. **NONWAIVER:** Failure of VTA to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law or its failure to properly notify Contractor in the event of breach or its acceptance of or payment for any Services hereunder will not release Contractor from the representations or obligations of this Contract and will not be deemed a waiver of any right of VTA to insist upon strict performance hereof or any of its rights or remedies hereunder.

**11. CYBER SECURITY INCIDENT NOTIFICATION REQUIREMENTS:**

In the event of a Cyber Security Incident (defined below), which is reasonably likely to affect VTA, the Contractor must:

3. within 24 hours of discovering the Cyber Security Incident, notify VTA in writing and provide information about the Cyber Security Incident by sending an email to [Cyber.security@vta.org](mailto:Cyber.security@vta.org) and by phone (408) 546-7401.

- C. if VTA was impacted, within seventy-two (72) hours, provide details including the nature of the information compromised and the steps being taken to mitigate the Cyber Security Incident; a copy of any communications with law enforcement and/or federal agencies, including a copy of any police report. Report details should include:
- Affected system/facilities, including location.
  - Description of the threat, the earliest date, notifications, actions taken, and any information available, including the source.
  - Description of potential impact on operations systems or data theft.
  - Description of incident responses and plan.
  - If the information is not available at the time of reporting, a follow-up is required.

For purposes of this Section 11 a “Cyber Security Incident” is the loss or unauthorized destruction, alteration, disclosure of, access to, or control of, any information technology systems, operational technology systems, networks, internet, or cloud enabled applications or devices and the data contained within such systems. This definition includes an event that is under investigation or evaluation by the owner or operator as a possible cybersecurity incident without final determination of the event’s root cause or nature (such as malicious, suspicious, or benign). A Cyber Security Incident is also considered any cyber incident, regardless of cause, including, but not limited to, a compromise of a cloud service provider, managed service provider, or other third-party data hosting provider; a supply chain compromise; a denial-of-service attack; a ransomware attack; or exploitation of a zero-day vulnerability.

The requirements of this Section 11 apply to the Contractor and its Subcontractors. The Contractor must ensure compliance with this Section 11 by all of its Subcontractors.

**12. WORKPLACE VIOLENCE PREVENTION REQUIREMENTS: [OMMITTED].**

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

**A. AUTHORIZED REPRESENTATIVES:**

**VTA:**

Nicole Chapman  
Chief Procurement Officer  
Procurement, Contracts and Business Development  
3331 N. First Street, Bldg. B  
San Jose, CA 95134-1906

**Contractor:**

Name/Title  
Address  
City/State/Zip  
Telephone  
Email

- B. NOTICES:** Notices must be in writing and addressed to the Authorized Representatives at the address set forth above. Any notice required or permitted to be given under this Contract will be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, as identified immediately above in paragraph A (Authorized Representatives).
- C. POINTS OF CONTACT:** The Points of Contact listed below are authorized to communicate regarding Contract matters, except in the case where correspondence regarding legal notices must be addressed to the Authorized Representatives.

**VTA:**

Osinachi Nnaji, Contracts Administrator I  
3331 N. First Street, Bldg. B  
San Jose, CA 95134-1906  
Osinachi.Nnaji@vta.org

**Contractor:**

Name/Title  
Address  
City/State/Zip  
Telephone  
Email

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

*Signatures of the parties on the following page*

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

***Santa Clara Valley Transportation  
Authority***

***Contractor***

\_\_\_\_\_  
Name Date  
Title

\_\_\_\_\_  
Name Date  
Title

☐ **Approved as to Form:**

\_\_\_\_\_  
Name: Date  
Title:

EXHIBIT 1  
INVITATION FOR BID P26108  
DATED MARCH 2, 2026  
AND ANY ADDENDA THERETO (“IFB”)

EXHIBIT 2 - BID FORM 1-B  
SCHEDULE OF PRICES AND ESTIMATED QUANTITIES  
SUBMITTED MARCH 31, 2026