



**CONTRACT
BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
CONSULTANT SPECIALISTS, INC.
FOR
BSVII TECHNOLOGY CONSULTANTS SUPPORT STAFFING SERVICES**

CONTRACT NO. V25040

THIS CONTRACT for professional services (“Contract”) is entered into as of the last date of signature below (“Effective Date”) between Santa Clara Valley Transportation Authority (“VTA”), a California special district, and Consultant Specialists, Inc. (“Contractor”), a California Stock Corporation, referred to jointly as the “Parties” and individually as a “Party.”

A. Services to be Performed.

- a. Contractor must furnish all technical and professional labor and materials required to perform the services described in the attached EXHIBIT A.1 SCOPE OF SERVICES (“Services”) through the positions identified in EXHIBIT A.2 DESCRIPTION OF STAFFING POSITIONS pursuant to VTA-issued task orders in the format set forth in the attached EXHIBIT B SAMPLE TASK ORDER (“Task Order”).
- b. Contractor may only perform Services specified in a Task Order signed by the Parties. VTA is not obligated to issue a Task Order for any or all positions identified in **Exhibit A.2 – Description of Staffing Positions**. Positions will be filled on an as-needed basis, and Task Orders will be issued only after VTA has conducted and approved interviews for the position. Contractor shall perform only the Services expressly set forth in a Task Order executed by both Parties. No work shall be undertaken unless authorized by such Task Order.
- c. Contractor’s duties and services under this Contract must not include preparing or assisting VTA with any portion of VTA’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with VTA. VTA must at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor’s participation in the planning, discussions, or drawing of project plans or specifications must be limited to conceptual, preliminary, or initial plans or specifications. Contractor must cooperate with VTA to ensure that all proposers/bidders 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 Contractor pursuant to this Contract.



B. Term. 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 terminated earlier pursuant to these terms and conditions. These terms and conditions will remain in effect and applicable to all Task Orders issued during the Term of this Contract.

VTA may, at its option, extend the term of the Contract for four (4) additional one (1) year terms ("Options").

VTA may unilaterally exercise its right to extend this Contract for one or all Option Years by sending written notice from VTA's Authorized Representative (as defined in Section M.1) to Contractor's Authorized Representative at least 30 days before the end of the then-current Term.

C. Compensation. VTA will pay Contractor for the Services in accordance with EXHIBIT C, COMPENSATION, INVOICING, AND PAYMENT and EXHIBIT D RATE SCHEDULE.

D. Performance of the Services.

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

E. Assignment and Subcontracts.

1. Contractor must not assign or transfer this Contract, in whole or in part, without VTA's prior written consent. Additionally, Contractor must not subcontract any part of the Services unless the subcontractor is identified in the attached EXHIBIT E APPROVED SUBCONTRACTORS. Any assignment, transfer, change, or subcontract in violation of this Contract will be void.
2. Contractor will be fully responsible and liable for the Services, products, and actions of all subcontractors and suppliers of any tier and must include in each subcontract any provisions necessary to make all the terms and conditions of this Contract fully effective.



F. Changes. By written notice from VTA's Authorized Representative (as defined in Section M.1), VTA may, from time to time, order work suspension or make changes within the general scope of this Contract. If any such changes cause an increase or decrease in Contractor's cost to perform the Service or in the time required for its performance, Contractor must promptly notify VTA and request an adjustment within ten (10) days after VTA orders the change. Thereafter, the Parties will enter into good faith negotiations to make an equitable adjustment to the Contract.

G. Audit and Records.

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

H. Prohibited Interests.

1. **Solicitation.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, VTA will have the right to rescind this Contract without liability.



2. **Interest of Public Officials.** No Board Member, officer, or employee of VTA during his or her tenure or for two (2) years thereafter may have any interest, direct or indirect, in this Contract or its proceeds.
 3. **Interest of the Contractor.** Contractor covenants that, presently, neither Contractor, nor its officers, directors, or agents, have any interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree (or create an appearance of conflict) with the performance of the Services. Contractor further covenants that in the performance of this Contract no person having any such interest will be knowingly employed.
- I. Ethics Hotline.** Contractor acknowledges that it is aware of the availability of VTA's Ethics Hotline, which is available 24/7/365 for VTA employees and those doing business with VTA to report anonymously, securely, and without fear of retribution, suspected unethical behavior, such as fraud, waste, abuse, theft, misconduct, or any violation of company policy, law, or regulation. Reports to the VTA Ethics Hotline are evaluated, investigated, or referred by an independent third party.

Anonymous reports can be submitted via:

Website: vta.ethicaladvocate.com; or

Telephone: (844) 845-0153.

J. Termination and Suspension.

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



Services will be deducted from any sum due to Contractor, and VTA will pay the balance, if any, to Contractor upon demand. The foregoing will be in addition to any other legal or equitable remedies available to VTA.

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

K. Good Faith Requirement. Contractor 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. Further, requests of any kind seeking increased compensation or decreases of an obligation under the Contract must only be in good faith and based 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 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.

L. General Provisions.

1. **Days:** For purposes of this Contract, all references to “day” mean calendar day, unless specified otherwise. All references to “calendar day” mean any day, including Saturday, Sunday, and all legal holidays. All references to “working day” or “business day” mean any business day, excluding Saturdays, Sundays and legal holidays.

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

3. **Civil Rights.**

- a. **Nondiscrimination.** During performance of this Contract, Contractor, its employees, and its subcontractors must not unlawfully discriminate, harass, or allow harassment against any person because of race, religious creed, color, sex, gender, gender identity, gender expression, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), genetic information, marital status, age (over 40), sexual orientation, or military and veteran status. In addition, Contractor and any subcontractor must not unlawfully deny any of their employees’ family care leave or discriminate against such employees on the basis of having to use family care leave. Contractor must ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment.



- b. ADA Accessible Information and Communications.** Any and all deliverables Contractor provides to VTA pursuant to the Contract must be prepared and delivered in a format that is accessible to individuals with disabilities, as required by the following, as amended: (i) the American with Disabilities Act of 1990 (ADA); (ii) 28 CFR Parts 35 and 36; (iii) 49 CFR Part 37; (iv) Section 504 of the Rehabilitation Act of 1973; and (v) California's Unruh Civil Rights Act.
- 4. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract and any claim that might arise between the Parties without regard to conflict of law provisions.
- 5. Forum Selection.** Any lawsuit or legal action arising from this Contract will be commenced and prosecuted in the courts of Santa Clara County, California. Contractor agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
- 6. Confidentiality and Disclosure.** Except as set forth in this paragraph, Contractor must not disclose to third parties any information, data, or materials that Contractor obtains from VTA or otherwise learns of or is exposed to in the course of the performance of this Contract or information developed or obtained by Contractor in the performance of this Contract ("Confidential Information"). In addition, Contractor must not disclose or use any Confidential Information for any purpose other than the performance of the Services. Notwithstanding the foregoing, Contractor may disclose Confidential Information to third parties or use such information for purposes other than performance of the Services if: (a) VTA provides express written consent for such use or disclosure; (b) the information is known to Contractor prior to obtaining such information from VTA or performing Services under this Contract; (c) the information is, at the time of disclosure by Contractor, then in the public domain; (d) the information is obtained by or from a third party who did not receive it, directly or indirectly, from VTA and who has no obligation of confidentiality with respect thereto. In addition, Contractor may disclose Confidential Information if required to do so by court order. However, upon receipt of an order requiring such disclosure, Contractor must inform VTA as soon as practicable in order to allow VTA to challenge the order if it determines that a challenge is appropriate. For purposes of this Section, "third parties" do not include those employees or authorized subcontractors engaged in the performance of the Services.
- 7. Nonwaiver.** Neither VTA's acceptance of, or payment for, any Services nor its delay in, or failure to, insist upon strict performance of this Contract, exercise any rights or remedies provided in this Contract or by law, or properly notify Contractor in the event of breach will release Contractor from the representations or obligations of, or be deemed a waiver of VTA's rights or remedies under, this Contract.



8. **Severability.** If any provisions of this Contract (or portions or applications of it) are held to be unenforceable or invalid by any court of competent jurisdiction, (a) the Parties will negotiate in good faith to make an equitable adjustment to the Contract provisions with a view toward effecting the Contract's purpose, and (b) the remaining provisions (or portions or applications of them) will remain valid and enforceable.
9. **Independent Contractor.** In performance of the Services, Contractor will be acting as an independent contractor and not the agent or employee of VTA.
10. **Entire Agreement.** This Contract constitutes the entire agreement between the Parties relating to the subject matter and supersedes all prior negotiations, contracts, agreements, or understandings, whether oral or written, of the Parties regarding the subject matter.
11. **Amendment.** Except as expressly provided in this Contract, its provisions cannot be altered, modified, or amended except through the execution of a written amendment executed by the Parties.
12. **Compliance with Applicable Law.** In the performance of the Services, Contractor and its subcontractors must comply with all applicable requirements of state, federal, and local law. The requirements of this paragraph must be included in any subcontracts under this Contract.
13. **Documents and Written Reports.** In accordance with California Government Code section 7550(a), any document or written report prepared in whole or in part by nonemployees of VTA will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost of the work performed by non-employees of the agency exceeds five thousand dollars (\$5,000.00). The contract and subcontract numbers and dollar amounts must be contained in a separate section of the document or written report.
14. **Incorporation of Exhibits and Attachments.** All exhibits and attachments referenced in this Contract are incorporated into it by this reference.
15. **Counterparts; Electronic Signatures.** This Contract may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. An electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Paragraph 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by each of the Parties.



16. Authority. Each signatory who signs below for a Party to this Contract makes a representation of being duly authorized to enter into this Contract on the Party's behalf.

17. Preparation. This contract will not be construed as if it had been prepared by only VTA or Contractor, but rather as if both VTA and Contractor have prepared the same. The language in all parts of this contract will be, in all cases, construed according to its fair meaning and not strictly for or against VTA or Contractor.

M. Authorized Representatives, Notices, and Points of Contact. The Authorized Representatives identified below, or assigned designees, have authority to accept notices per paragraph M.2, below.

1. Authorized Representatives.

VTA:

Nicole Chapman, Chief Procurement Officer
3331 N. First Street, Bldg. B
San Jose, CA 95134-1927

Contractor:

Lisa Healy, Account Manager
Consultant Specialists, Inc.
500 Beale Street, Suite 325.
San Francisco, CA 94105
Phone: (925) 200-7760
Email: lhealy@csi-it.com

2. Notices. Notices must be in writing and addressed to the other Party's Authorized Representative ("Recipient") and will be deemed delivered or received on the date personally delivered to the Recipient or when deposited by registered or certified mail with postage and charges prepaid.

3. Points of Contact. The Points of Contact listed below are authorized to communicate regarding contract matters, except where written notice is required.

VTA:

Jessica Rodriguez, Sr. Contracts Administrator
3331 N. First Street, Bldg. B
San Jose, CA 95134-1927
jessica.rodriguez2@vta.org



Contractor:

Lisa Healy, Account Manager
 Consultant Specialists, Inc.
 500 Beale Street, Suite 325.
 San Francisco, CA 94105
 Phone: (925) 200-7760
 Email: lhealy@csi-it.com

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

N. Insurance. Contractor must adhere to the insurance requirements set forth in the attached EXHIBIT G INSURANCE REQUIREMENTS.

O. Indemnity and Defense of Claims.

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

1. Contractor agrees, at its own expense, and upon written request by VTA or any individual Indemnitee, to immediately defend any suit, action, proceeding, dispute, or demand brought against any Indemnitee founded upon, alleging, or implicating any Claims covered by Contractor's indemnity obligation set forth above in section O.1, above, and regardless of whether Contractor and/or any of its agents, employees, or subcontractors, was, in fact, liable. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused by the sole or active negligence or willful misconduct by VTA or its agents, servants, or independent contractors who are acting on behalf of VTA, VTA will promptly reimburse Contractor for costs of defending the Indemnities 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. This indemnity and defense of claims provision will survive the expiration or termination of this Contract and remain in full force and effect.

P. Business Diversity Program Requirements. Contractor must adhere to the Disadvantaged Business Enterprise requirements set forth in EXHIBIT F DISADVANTAGE BUSINESS ENTERPRISE (DBE) REQUIREMENT.

Q. Remote Access. Upon request, VTA will provide Contractor with the right to establish a remote connection to VTA's computer(s) for the limited purpose of, and only to the extent necessary for, performing the Services. Contractor must comply with VTA's IT policies when establishing remote connections to ensure that VTA data and security are not compromised.

R. Cyber Security Incident Notification Requirement

In the event of a Cyber Security Incident (defined below), Contractor must:

1. within twenty-four (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 and by phone (408) 546-7401.
2. 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 Paragraph R, 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.

S. Special Provisions.

1. **Unique Entity Identifier.** Contractor must obtain a Unique Entity Identifier ("UEI") from the US government's System for Award Management (SAM) in order to do business with



VTA. Contractor can obtain the UEI at the following web address:
<https://www.sam.gov/SAM/pages/public/index.jsf>.

2. Federal Requirements. Contractor as well as its employees and subcontractors performing the Services must comply with the laws and regulations set forth in EXHIBIT H REQUIRED FTA CLAUSES PART I and EXHIBIT H REQUIRED FTA CLAUSES PART II.

3. Substance Abuse Requirements. Contractor must comply with the following:

- a. Flow Down.** The requirements of this Paragraph a, along with VTA's Drug and Alcohol Policy, apply to Contractor and its subcontractors at every tier that require the performance of a safety-sensitive function. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors comply with this Paragraph a.
- b.** Contractor must establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655; produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655; and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California or VTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.
- c. Certification.** Contractor must certify annually its compliance with 49 C.F.R. Part 655 before December 15 and submit the Management Information System (MIS) reports before March 10 to:

Linda Durham
 Employee Relations Manager
 3331 North First Street-Building B1, San Jose, CA 95134

- d.** To certify compliance, Contractor must use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

T. Workplace Violence Prevention.

Effective July 1, 2024, VTA must comply with California Senate Bill 553, also known as the Workplace Violence Prevention Act (WVPA). To comply with the WVPA:

- 1.** VTA must train Contractor on VTA's Workplace Violence Prevention Plan ("WVPP") and maintain a log of who received training and when; and



2. Contractor must, as of the last date of signature below, provide VTA written notification by sending an email to VTA.Safety.Security@vta.org of the name, title, phone number, and email address of its designated supervisory employee, who will be responsible for doing the following:
 - a. Receive and acknowledge receipt of (i) VTA's WVPP, (ii) a link to additional information about VTA's WVPP, and (iii) VTA's designated email alias for asking questions related to VTA's WVPP;
 - b. Attend training on VTA's WVPP at the time and place, and in the manner, designated by VTA;
 - c. Communicate to employees of Contractor and its subcontractors the reporting requirements under VTA's WVPP;
 - d. Record in a log that complies with California Labor Code section 6401.9(d) any incident of "Workplace Violence," as defined by California Labor Code section 6401.9(a)(6), that occurs within the course and scope of Contractor's or its subcontractors' performance of this Contract; and
 - e. Report in writing pursuant to the WVPP any incident of Workplace Violence that occurs within the course and scope of Contractor's or its subcontractors' performance of this Contract immediately to VTA by providing the information required by California Labor Code section 6401.9(d)(2).

Contractor's failure to meet any of its obligations set forth in this Section T will constitute a material breach of this Contract.

Signatures of parties on following page.



V25040-BSVII Technology Consultants Support Staffing Services

The Parties have caused their undersigned, duly authorized signatories to execute this Contract on the dates set forth below.

***Santa Clara Valley
Transportation Authority***

DocuSigned by:

Carolyn M. Gonot

D2267E28DC0541E...

Carolyn Gonot
General Manager

10/21/2025

Date

Approved as to Form

Signed by:

Keaton Norquist

D5E43EBDE6C2445...

Keaton Norquist
Sr. Assistant Counsel

10/20/2025

Date

Consultant Specialist, Inc.

DocuSigned by:

Lisa Healy

108F497DE6944A6...

Lisa Healy
Account Manager

10/20/2025

Date



EXHIBIT A.1

SCOPE OF SERVICES

REQUIREMENT 1: TECHNOLOGY SUPPORT STAFFING AND SERVICES

Contractor will provide technology support staffing and professional services in multiple technical areas as directed by VTA and the BSVII Program personnel to assist with (a) business analysis, (b) requirements analysis thru engagement with stakeholder and subject matter experts, (c) solutions design and implementation, including workflow development, (d) user access control, (e) systems administration, (f) technical support to perform IT technical support roles in the implementation, operations, and maintenance of BSVII's IT Infrastructure components and PICS 1.0 and PICS 2.0 application portfolio as follows:

- a. Provide business analysis, design, development, implementation and support of applications, workflow processes, reports and dashboards services. Support includes Contractor direct interface with 3rd-party vendors and service provides for VTA and BSVII hardware and software used for the BSVII Program.
- b. Engagement with VTA and BSVII stakeholders and subject matter experts (SME).
- c. Development of systems documentation which includes but is not limited to the development of data and process flow diagrams, architecture diagrams, requirements traceability matrix, test plans and reports showing detailed results of all testing performed and stakeholder/SME engagement.
- d. Provide technology solutions and integrations design, development, implementation and support.
- e. Provide systems administration services including user access control and security controls.
- f. Provide IT infrastructure and applications support.
- g. Create progress and performance reports pertaining to tasks and deliverables as assigned by VTA and BSVII personnel.
- h. Prepare and develop training materials and perform end user training to VTA and BSVII personnel.
- i. Provide staffing support and assistance to VTA and BSVII personnel as assigned.

VTA Management and Administration

Contractor will report to VTA's Technology Manager for the BSVII Program or his/her designee(s) as authorized by BSVII's Program Administrator Executive.

Technology Support Positions

Contractor will provide technology support staffing and positions necessary to fulfill the positions listed in "Table 1 Requirement 1" below and as described more fully in EXHIBIT A.2 – DESCRIPTION OF STAFFING POSITIONS to the Contract.

**Table 1 Requirement 1: Technology Support Staffing Positions**

Position Code	Technology Support Staffing
TS-IT11	Sr. Information Systems Analyst (Sr. ISA)
TS-IT12	ISA #1 - Information Systems Analyst
TS-IT13	ISA #2 - Information Systems Analyst
TS-IT14	ISA #3 - Information Systems Analyst (New) - for CM Office Location
TS-IT15-*	Sr. ISA #2 - Cybersecurity + Cloud Administrator
TS-IT08-*	Sr. BSA - Business Systems Analyst - Sharepoint Specialist
TS-IT09-*	Sr. BSA - Business Systems Analyst - 1 Aconex + Integrations + Interfaces
TS-IT10-*	Sr. BSA - Business Systems Analyst - 2 Cost Mgt System Specialist
TS-IT16	Applications Developer/Sr. Data Engineer: Microsoft + Other Platforms (On Call)
TS-IT17	Applications Developer/Sr. Data Lake + Data Engineer: Microsoft + Other Platforms (On Call)
TS-IT18	Sr. SIA - Solutions Architect - Integration/Interface (On-Call)
TS-IT19	Sr. SIA - Solutions Architect - Analytics/Business Intelligence (On Call)
TS-IT20	Sr. Database Developer + Data Lake/Integrations (On Call)

*Key Personnel



EXHIBIT A.2 DESCRIPTION OF STAFFING POSITIONS

a) (TS-IT11) Sr. Information Systems Analyst - Infrastructure Systems Administrator

i. GENERAL DESCRIPTION

Under VTA/BSVII direction, the **Senior Information Systems Analyst / Infrastructure Systems Administrator** leads and participates in the work of staff responsible for providing technical system administration support to VTA/BSVII's servers and installation, layout, and maintenance of all network components. Activities include planning, designing, analyzing, and providing technical support for server hardware and operating systems software, network data communications networks and/or group of networks. Additionally, this position conducts research and evaluation of server and network technology and recommends purchases of IT Infrastructure equipment and services. Focusing on corporate on-premises server or cloud systems employed by an organization, the **Senior Cloud / Infrastructure Systems Administrator** helps grow and maintain the infrastructure or production side of a corporate software ecosystem, rather than software development itself.

The **Senior Information Systems Administrator** Under direction from the Infrastructure Support Supervisor works together with information support analysts, solutions architects, and applications support analysts and administrators to define how the software must be engineered and implemented to ensure sure that software is successfully deployed and operates well.

This position also coordinates with other Technology staff in the development and operation of designing, implementing, and maintaining VTA/BSVII's information systems for Program and Project Management (PPM), Engineering Management and Construction Management, Enterprise Data Management System (EDMS) or other VTA/BSVII applications for Analytics and Business Intelligence-based Reporting Services.

ii. ESSENTIAL JOB FUNCTIONS:

Typical Tasks

- **Cloud and On-Premises Infrastructure Systems Administration:**
 - Cloud implementations in Azure, AWS, Oracle Cloud & IBM cloud environments
 - Server Administration
 - Network Administration
 - Office 365 and SharePoint Administration
 - Active Directory and Domain Administration
 - Business Continuity and Disaster Recovery
 - Endpoint Devices Support
 - Help Desk Support (mostly Tier 3)
 - Secureprint Printers Support (mostly Tier 3)
 - VTABSV User Administration



- Cyber Security Implementation and Monitoring

- **Systems Administration:**
 - Leads and participates in the work of staff in providing technical systems administration support.
 - Trains customers, staff, and others as needed in a formal setting, in a group, or one-on-one.
 - Coordinates, configures, installs, and maintains new server hardware and software.
 - Configures, manages, and operates Storage Area Networks (SANs).
 - Provides a secure server environment and combats security intrusions.
 - Installs, configures, maintains, and repairs Microsoft Windows servers and peripheral equipment.
 - Monitors server operations and configurations to identify opportunities to improve performance.
 - Develops and implements system improvements to enhance operating efficiencies.
 - Researches and recommends new hardware and software components.
 - Maintains user accounts, groups, profiles, shared resources, permissions, and domains on Microsoft Windows servers.
 - Documents installation and configuration procedures.
 - Prepares computer system design specifications and coordinates with outside contractors as needed.
 - Assists in the design of centralized server and storage systems.
 - Administers or leads projects using VTA personnel, consultants, and contractors, as needed.
 - Coordinates with contractors, consultants, and VTA staff as needed.
 - Communicates project status, resolving project issues, problems, and changes.
 - Reviews and evaluates work products, methods and procedures, and identifies and resolves problems.
 - Maintains technical and functional competency in the applications utilized by the assigned department.
 - May be required to monitor project expenditures, recommending adjustments as necessary.
 - Performs related duties as required.

- **Network Administration:**
 - Leads and participates in the work of staff in managing projects including directing small to large network projects.
 - Trains customers, staff, and others as needed in a formal setting, in a group, or one-on-one.
 - Coordinates, configures, installs, and maintains local area, wide area, and wireless networks.
 - Measures volume and performance of network traffic.
 - Analyzes network problems and implements solutions.



- Monitors network operations and configurations to identify opportunities to improve network performance.
- Reviews and evaluates work products, methods and procedures, and identifies and resolves problems.
- Develops and implements system improvements to enhance operating efficiencies.
- Identifies equipment requirements and develops specifications for enterprise network designs.
- Installs, maintains, and upgrades control program software for routers, bridges, switches, firewalls and other network equipment.
- Recommends and installs additional and replacement routers, bridges, switches, firewalls, and other network equipment.
- Documents installation and configuration procedures.
- Communicates project status, resolving project issues, problems, and changes and prepares project status reports.
- Manages projects using VTA personnel, consultants, and contractors, as needed.
- May be required to monitor project expenditures and purchase equipment, recommending adjustments as necessary.
- Ensures that network projects are completed and meet the required objectives.
- Monitors and validates the security of VTA networks and combats security intrusions.
- Coordinates with contractors, consultants, and VTA staff as needed.
- Maintains technical and functional competency in the applications utilized by the assigned department.
- Performs related duties as required.

iii. **EMPLOYMENT STANDARDS**

Sufficient training, education, and experience maintaining computer servers, workstations, and computer networks to demonstrate possession of the required knowledge, skills, and abilities. Development of the required knowledge, skills, and abilities is typically obtained through a combination of training and experience equivalent to graduation from an accredited college or university with a four-year degree in computer science or a related field, and four (4) years of responsible experience performing technical and analytical tasks in support of Microsoft Windows servers, Data Center hardware, and Storage Area Networks. (Additional applicable experience providing technical systems administration support and technical and analytical support for computer networks substitutes for college on a year for year basis.)

iv. **SUPPLEMENTAL INFORMATION:**

Knowledge of:

- **Systems Administration:**

- Thorough understanding of the operational characteristics of Microsoft Windows server systems.
- Storage Area Network technologies and operation.
- Principles and practices of server security.
- Data communication and computer network principles.



- Methods and techniques used in analyzing system architecture.
- Principles and practices of maintaining and administering Microsoft Windows servers and workstations; Microsoft Windows Terminal Server and Microsoft Windows.
- Methods and techniques for analyzing server hardware and software performance.
- Diagnostic utilities used in a multi-platform environment.
- Methods and techniques for assessing the cost effectiveness of system enhancements and modifications.
- Project procurement process in the public sector.
- Work planning and project management techniques.
- Principles and practices of lead supervision and training.
- **Network Administration:**
 - Thorough understanding of the operational characteristics of local area, wide area, and wireless computer network systems.
 - Data communication and network principles.
 - Methods and techniques used in data processing.
 - Methods and techniques used in local area, wide area, and wireless network design.
 - Principles and practices of maintaining and managing networks.
 - Advanced computer network troubleshooting techniques.
 - Principles and practices of network security.
 - Methods and techniques for analyzing a variety of network operation and maintenance problems and concerns.
 - Diagnostic utilities used in a multi-platform environment.
 - Project procurement process in the public sector.
 - Work planning and project management techniques.
 - Principles and practices of lead supervision and training.
 -

Ability to:

- **Systems Administration:**
 - Lead and direct the work of subordinate personnel.
 - Train customers, staff and others, as needed.
 - Prioritize complex and demanding workloads.
 - Multitask with a strong attention to detail and shift from one project to another when priorities change.
 - Install, configure, enhance, and maintain servers and related devices.
 - Prepare and present comprehensive and clear reports and recommendations.
 - Evaluate server performance problems and develop cost-effective solutions.
 - Troubleshoot complex Microsoft Windows, VMware, server operating and maintenance problems.
 - Organize, administer, and create meeting agendas and notes for work units.
 - Administer a server inventory system.
 - Prioritize complex and demanding workloads and team schedules.
 - Configure, manage, and maintain user accounts, groups, profiles, shared resources, permissions, and domains on Microsoft Windows servers.



- Analyze and assess cost effectiveness of system improvements and enhancements.
- Keep current with changes within functional area, such as methods, practices, and technology.
- Organize work and manage time effectively.
- Work irregular hours, weekends, and holidays including on call (24/7/365).
- Establish and maintain effective working relationships with those contacted in the course of work.
- **Network Administration:**
 - Lead and direct the work of subordinate personnel.
 - Configure and install local area, wide area, and wireless networks.
 - Evaluate network performance problems and develop cost-effective solutions.
 - Troubleshoot complex network operating and maintenance problems.
 - Manage and support VTA's local area, wide area and wireless networks.
 - Analyze and assess cost effectiveness of system improvements and enhancements.
 - Integrate LAN, WAN, and security and management tools into an enterprise solution.
 - Multitask with a strong attention to detail and shift from one project to another when priorities change.
 - Train customers, staff and others, as needed.
 - Prioritize complex and demanding workloads and team schedules.
 - Prepare and present comprehensive and clear reports and recommendations.
 - Conduct a project procurement process in the public sector.
 - Manage multiple projects involving personnel from several departments, as well as consultants and contractors.
 - Organize work and manage time effectively.
 - Work irregular hours, weekends, and holidays including on call (24/7/365).
 - Establish and maintain effective working relationships with those contacted in the course of work.

b) (TS-IT11, TS-IT12, TS-IT13 and TS-IT14) Senior and Mid-level Information Systems Support Analyst (ISA)

i. GENERAL DESCRIPTION:

Under direction, the **Senior Information Systems Analyst (ISA)** leads and participates in the work of staff responsible for providing technical and analytical support to VTA computer information systems and computer servers.

The Senior Information Systems Analyst performs project lead functions including assigning work, delegating assignments, and reviewing the work of others and keeping the supervisor updated. Incumbents at this level perform the most difficult and responsible types of duties assigned to classes within this series including serving as a project lead over staff responsible for maintaining VTA's computer information systems and computer servers, researching and recommending new hardware and software components, and providing related support to the users. Incumbents at this level are fully trained in all procedures related to the assigned area of responsibility.



ii. ESSENTIAL JOB FUNCTIONS

Typical Tasks

- Leads and participates in the work of staff responsible for maintaining the VTA's computer servers and information systems.
- Performs basic project administration tasks such as coordinating work discussions, and / or schedules, and leading team meetings to discuss project issues.
- Consults with system users on systems problems and operational problems.
- Studies software, network and/or server traffic and performs capacity and growth planning.
- Analyzes Data Center network problems, operations, and configurations.
- Researches and recommends new hardware and software components.
- Maintains the security of VTA's computer systems.
- May administer one or more components such as user software, user hardware, Microsoft Office software (Windows 7 or greater), internet/intranet, or enterprise email system.
- Troubleshoots operational and maintenance problems.
- Prepares system requirements and computer system design specifications and works with outside contractors as needed.
- Installs computer hardware, software upgrades, and peripherals.
- Trains customers, staff, and others as needed in a formal setting, in a group, or one-on-one.
- Communicates project status, resolving project issues, problems, and changes.
- Reviews and evaluates work products, methods and procedures, and identifies and resolves problems.
- Performs administrative tasks such as paying bills and invoices, entering SAP requisitions, drafting memoranda, and leading major and minor procurements.
- Manages and leads projects using VTA personnel, consultants, and contractors, as needed.
- Maintains technical and functional competency in the applications utilized by the assigned department.
- May be required to monitor project expenditures, recommending adjustments as necessary.
- Performs related duties as required.

iii. EMPLOYMENT STANDARDS

Sufficient training, education, and experience maintaining computer information systems and computer servers to demonstrate possession of the required knowledge, skills, and abilities. Development of the required knowledge, skills, and abilities is typically obtained through a combination of training and experience equivalent to graduation from an accredited college or university with a four-year degree in computer science or a related field, and four (4) years of responsible experience performing technical and analytical tasks in support of computer information systems and computer servers. Additional applicable experience with technical



and analytical tasks in support of computer information systems and computer server substitutes for college on a year for year basis.

- **Sr. ISA – Minimum of 5 years of experience performing functions described above.**
- **Mid-Level ISA – Minimum of 3 years of experience performing functions described above.**

iv. SUPPLEMENTAL INFORMATION

Knowledge of:

- Operational characteristics of computer information systems and computer servers.
- Methods and techniques for troubleshooting a variety of information systems operations and maintenance problems and concerns.
- Principles and practices of maintaining information systems including thin client or virtual desk top solutions.
- Computer system security and information systems security practices.
- Techniques and methods of installing computer hardware and software.
- Advanced support of client software (MS – Office, Adobe products, email, and /or browsers, etc.).
- Advanced support and troubleshooting of personal computers, laptops, printers, monitors, AV equipment, multifunctional devices, and related peripheral equipment.
- Advanced support of tablet and/or related mobile computing devices.
- Project procurement process in the public sector.
- Methods and techniques for assessing the cost effectiveness of system enhancements and modifications.
- Work planning and project management techniques.
- Principles and practices of lead supervision and training.

Ability to:

- Lead and direct the work of subordinate personnel.
- Perform basic project administration activities in leading a cross functional team.
- Work closely with system users to assess problems, needs, and concerns.
- Perform the most difficult technical and analytical tasks in support of the VTA's servers, information systems, and computer servers.
- Multitask with a strong attention to detail and shift from one project to another when priorities change.
- Prepare and present comprehensive and clear reports and recommendations.
- Research and recommend new hardware and software components consistent with the needs of system users and the policies and priorities of the VTA.
- Analyze and assess cost effectiveness of system improvements and enhancements.
- Meet schedules and timelines.
- Organize, administer and create meeting agendas and notes for work units.
- Administer a helpdesk ticketing systems and desktop inventory system.



- Train customers, staff, and others, as needed.
- Prioritize complex and demanding workloads and team schedules.
- Work irregular hours, weekends, and holidays.
- Work on call (24/7/365).
- Keep current with changes within functional area, such as methods, practices, and technology.
- Organize work and manage time effectively.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

4) (TS-IT15) Senior Information Systems Analyst - Cybersecurity + Cloud Systems Administration

i. GENERAL DESCRIPTION:

Under general supervision, the **Senior ISA for Cybersecurity + Cloud Systems Administration** supervises and participates in planning, analyses, designing, architecting, and implementing data infrastructure, information flows, and security measures and controls related to VTA and BSVII's computer networks and other technology information systems.

This first-line subject matter expert and supervisory classification is responsible for leading and supervising staff engaged in cyber security activities and participates in the most complex aspects of VTA/BSVII's cyber security program. The incumbent manages all planning, implementation, and upgrade of cybersecurity measures and controls and ensures that VTA actively combats security intrusions. This position has access to sensitive and confidential employee information and legal data and serves as VTA's subject matter expert on protection of confidential data against unauthorized access. This classification differs from Information Systems Analyst in that the former has full technical lead and supervisory authority over assigned staff and consultants for Cybersecurity and Cloud-based systems whereas the latter is a journey level classification that reports to the Infrastructure Support Supervisor and takes directions from the Technology Manager.

ii. ESSENTIAL JOB FUNCTIONS:

Typical Tasks

- Manages and establishes protocols to protect digital files and information systems against unauthorized access, modification, and/or destruction.
- Selects, supervises, trains, motivates, evaluates, counsels, and disciplines staff.
- Serves as the subject matter expert on VTA's cyber security program.
- Supervises and ensures effective monitoring of VTA's networks, applications, email system, and server farm in real time to identify and combat security intrusions.
- Plans and implements VTA-wide cyber security, disaster recovery (DR) and business continuity (BC) measures and controls.



- Researches, implements, maintains and leads periodic testing of systems and controls for cyber security, DR & BC including software tools and countermeasures; recommends and installs hardware and software programs to mitigate security risks.
- Researches, examines, aggregates, refines, and presents data sets based on keyword, email, and/or internet history searches.
- Ensures continuous monitoring of intrusion detection and prevention systems.
- Supervises and participates in network vulnerability testing, risk analyses, and cybersecurity assessments; resolves vulnerability issues.
- Manages, plans, and conducts internal and external cyber security audits; interprets and documents audit results; recommends and implements corrective actions.
- Defines, implements, and maintains agency cyber security policies.
- Ensures that firewall logs are reviewed, and intrusion attempts are investigated.
- Investigates, analyzes, and plans the responses to security breaches to identify root cause.
- Coordinates cyber security plans, activities, and projects with other technology personnel and outside contractors.
- Ensure continuous monitoring and evaluation of cybercrime bulletins from local, state, and federal law enforcement agencies, coordinates with law enforcement cybercrime teams.
- Supervises or provides training to VTA employees on cyber security awareness and data security procedures; plans the development and administration of assigned budget and capital planning for cyber security, DR & BC.
- Monitors cyber security, DR & BC project expenditures, recommending adjustments as necessary.
- Collaborates with other departments and VTA management to improve cyber security, DR & BC and manage risks.
- Reviews and prepares responses to audit reports and other documents prepared by others.
- Prepares technical reports, grant applications, memoranda, and other documents; makes presentations on findings / recommendations.
- Reviews, audits and provides comments for corrective action on plans and procedures related to Sensitive Security Information (SSI), Cybersecurity, Disaster Recovery and Business Continuity for facilities, equipment and systems designed and commissioned as part of the scope of the BSVII Program
- Performs related duties as required.

iii. EMPLOYMENT STANDARDS:

Certifications, training, education, and experience, that demonstrate possession of the required knowledge, skills, and abilities. Development of the required knowledge, skills, and abilities is typically obtained through a combination of training, education, and experience equivalent to graduation from an accredited college or university with a four-year degree in computer science or a related field, and four (4) years of increasingly responsible experience performing technical and analytical duties in coordinating and managing cyber security programs and initiatives. Experience in a lead or supervisory capacity is desirable. Additional professional experience implementing cyber security measures and actively combatting security intrusions may be substituted for education on a year for year basis.



iv. SUPPLEMENTAL INFORMATION:

Knowledge of:

- Principles of supervision, training, motivation, performance evaluation, and discipline.
- Advanced principles and practices of cyber security, digital access control, and intrusion detection and prevention.
- Operational characteristics of computer networks, server farms, and technology systems administration.
- Cyber security vulnerability testing and risk analysis.
- Advanced methods and techniques for managing and mitigating cyber security, DR & BC risks.
- Principles and practices of cyber security, DR & BC audit and audits documentation.
- Current cyber security, DR & BC technology tools and countermeasures.
- Principles of organization, administration, personnel, and fiscal management.
- Laws and regulations pertaining to cyber security, DR & BC and confidential data.
- Principles and practices of public sector procurement and grant funding.
- Report writing and presentation.

Ability to:

- Plan, organize, and coordinate VTA's cyber security program.
- Effectively supervise, train, motivate, evaluate, and discipline subordinate staff.
- Manage overall planning and protocols to protect VTA's data against unauthorized access, modification, and/or destruction.
- Ensure effective monitoring of VTA's technology infrastructure in real time; effectively identify and combat security intrusions.
- Research, recommend, and install cyber security software tools and countermeasures.
- Coordinate the development and implementation of agency-wide cyber security policies.
- Manage consultant staff; coordinate the work of consultants with VTA employees.
- Use discretion and maintain confidentiality.
- Supervise and participate in internal and external cyber security audits; interpret and document audit results; recommend and implement corrective actions.
- Evaluate the effectiveness of cyber security tools and countermeasures and develop cost-effective solutions.
- Prepare reports and recommendations; review reports prepared by others.
- Keep up to date on cyber security threats and stay current on intrusion detection and prevention hardware and software technologies;
- Communicate effectively, both orally and in writing, prepare and deliver effective presentations; communicate technical information to non-technical audiences.
- Work odd and unusual hours, including weekends and holidays, or on-call as assigned.
- Establish and maintain effective working relationships with those contacted in the course of work.

5) (TS-IT08, TS-IT09, TS-IT10) Sr. Business Systems Analyst – BSA

i. GENERAL DESCRIPTION



Under direction, the **Senior Business Systems Analyst (BSA)** leads and participates in the work of staff in performing applications support in designing, implementing, and maintaining VTA/BSVII's information systems for Program and Project Management (PPM), Engineering Management and Construction Management, Enterprise Data Management System (EDMS) or other VTA/BSVII applications for Analytics and Business Intelligence-based Reporting Services.

The Senior Business Systems Analyst performs project lead functions including assigning work, delegating assignments, and reviewing the work of others. Incumbents at this level perform the most difficult and responsible types of duties assigned to classes in this series including serving as project lead over staff responsible for designing, installing, configuring, maintaining, and supporting computer applications, or modules of the application, and systems. This classification implements solutions related to applications used in VTA/BSVII's functional areas with a strong emphasis on process and flow design, custom functionality, and maintaining systems.

Must be able to perform responsibilities of **(TS-IT20, TS-IT21) Applications and Systems Administrator for Database/Cloud/Applications/Data Lake/Business Intelligence as defined below.**

ii. ESSENTIAL JOB FUNCTIONS:

Typical Tasks

- Leads and participates in the work of staff in managing projects, developing and enhancing system applications.
- Establishes and maintains positive relationships, and works extensively with VTA/BSVII's Management, Business Process Owners, and system Super Users in developing and enhancing information systems solutions.
- Trains customers, staff, and others as needed in a formal setting, in a group, or one-on-one.
- Administers a variety of actions to one or more modules of the BSVII's information systems for (PPM), Engineering and Construction Management, other applications or Analytics and Business Intelligence Reporting Services.
- Reviews and evaluates work products, methods and procedures, and identifies and resolves problems.
- Defines customer business needs, manages client expectations, and identifies alternative approaches and cost-benefits of automating of customer functions to assisting meeting the client's overall business goals.
- When assigned to a project, develops the scope of work for new or upgrade solutions and works with Procurement, Contracts and Materials Management (PCMM) department during the Request for Proposal (RFP) and contracting phases of the process.
- Consults with customers to present proposals to senior management and assists in developing capital packages.
- Consults and facilitates with department representatives to solicit departmental technology needs and requirements as well as resolving problems with technology solutions.



- Serves as a single point of contact for the user community in the assigned project or division and assumes responsibility for the delivery of technology services.
- Maintains technical and functional competency in the applications utilized by BSVII.
- Reviews, analyzes and approves program designs, operational characteristics, user interfaces, reporting systems and data conversion methods.
- Reduces design projects into component analytical tasks.
- Develops detailed workflow, system, training, and process requirements.
- Prepares final systems design and documentation and user documentation necessary for applications / solutions development & implementations.
- Oversees the installation and updates of application packages, database development tools, and other related elements.
- Defines and manages project scope, deliverables, schedules, cost estimates, and task lists.
- Performs development, review, and selection tasks related to requests for proposals and requests for qualifications.
- Communicates project status, resolving project issues, problems, and changes.
- Manages and tracks projects from initiation to successful completion.
- Establishes and maintains relationships at all levels of the assigned organization.
- Manages projects utilizing VTA personnel, consultants, and contractors, as needed.
- Communicates with contractors of application software.
- May be required to monitor project expenditures, recommending adjustments as necessary.
- Performs related duties as required.

iii. **Employment Standards:**

Sufficient training, education and five (5) years of experience to demonstrate possession of the required technical and project management knowledge, skills and abilities. Development of the required knowledge, skills and abilities is typically obtained through a combination of training and experience equivalent to graduation from an accredited college or university with a four-year degree in information systems, computer science or related field and four (4) years of responsible experience developing, designing, and/or maintaining major components of a comprehensive information system including evaluation, analysis and input to the software modules of an Enterprise Resource Planning System or other application system. (Additional applicable experience with applications and systems support, design, and maintenance substitutes for college on a year for year basis.) Incumbents must demonstrate substantial experience in an enterprise implementation of ERP, Project Management Information Systems (PMIS) and/or Electronic Documents Management System. Experience with transit/transportation-related applications is desirable.

Must be able to perform responsibilities of **(TS-IT20 and TS-IT21) Applications and Systems Administrator for Database/Cloud/Applications/Data Lake/Business Intelligence as defined below.**



iv. SUPPLEMENTAL INFORMATION:
Knowledge of:

- Extensive knowledge of at least one and a basic understanding of other information systems for Program and Project Management (PPM), Engineering Management and Construction Management or other VTA applications or Analytics and Business Intelligence-based Reporting Services.
- Systems analysis and design principles and procedures.
- Principles, potentials and limitations of electronic data processing equipment.
- Relational database design, implementation, maintenance and integration techniques to provide integrity, accuracy, security and performance efficiency.
- Project procurement process in the public sector.
- Management of contractors and consultants.
- Principles and practices of lead supervision and training.
- Computer programming, on-line programming, and programming documentation principles and techniques.
- Work planning and project management techniques.

Ability to:

- Evaluate processes proposed for business systems and enterprise systems modules, determine impact, and make decisions for recommended solutions and changes.
- Manage multiple projects involving personnel from multiple departments, as well as consultants and contractors.
- Multitask with a strong attention to detail and shift from one project to another when priorities change.
- Develop Crystal and/or Oracle and/or SQL and/or ACCESS or equivalent reports.
- Develop relationships with the user community.
- Analyze, design, program, install and maintain complex computer systems.
- Prepare and present comprehensive and clear reports and recommendations.
- Lead and direct the work of subordinate personnel.
- Train customers, staff and others, as needed.
- Independently perform the most difficult design and programming activities assigned.
- Communicate effectively, both orally and in writing.
- Prioritize complex and demanding workloads.
- Work with assigned division management on priorities and program definition.
- Keep current with changes within functional area, such as methods, practices, and technology.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Organize work and manage time effectively.



v. For EDMS function, the Senior Business Systems Analyst must exhibit the following additional abilities:

- Administer a variety of actions to and may make design changes in SharePoint Designer, EDMS, including changing application configuration, creating and manipulating data in the various enterprise system modules as well as integrating to other business systems.
- Evaluate simple to complex processes proposed for business systems and Web Application, determine impact, and recommend solutions and changes.
- Identify, analyze, define, develop and implement changes to the SharePoint solution including the Record Management solution in SharePoint and other business systems.
- Multitask and shift between different customer requirements or web applications.

vi. For Construction or Transit solutions function, the Senior Business Systems Analyst must exhibit the following additional abilities:

- Administer or Power User of a variety of simple to complex actions to modules or the application system, including changing application configuration, creating and manipulating data in the various system or systems as well as other business systems.
- Demonstrate experience in either Transit applications (Enterprise Document Management System such as Aconex, Program Management Information Systems such as Oracle Unifier or any Engineering and Construction Cost Controls / Cost Management System, P6 Program Management, ProjectWise, AutoDesk AEC tools such as BIM, Revit, AutoCAD, etc.).
- Evaluate processes proposed for transit or construction systems and determine impact and implement solutions and changes.
- Identify, analyze, define, develop and implement basic to complex changes to the Transit applications or Construction applications and integration to other business systems.

vii. For Report Services function, the Senior Business Systems Analyst must exhibit the following additional abilities:

- Administer a variety of basic to complex actions to at least one reporting system, including changing application configuration, creating and manipulating data in the various reporting systems.
- Evaluate reporting needs for business systems and enterprise systems, determine impact, and recommend reporting solutions and changes.
- Work with one or more of the following and or similar tools: Business Objects, Web Intelligence, Crystal Reports, LCM, SQL Server with SAP BW, and/or other tools to meet the customers' needs.



- Identify, analyze and define, develop, and implement reporting using tools such as Oracle BI Publisher, Tableau, Crystal, Business Objects, Report Builder, Visual Studio.
- Design and develop complex Business Warehouse and Business Intelligence security concepts including Standard, Hierarchy, and Analysis Authorizations.
- Understand and apply complex, advanced techniques, tips, and tricks involving BI/DW design, development, testing, fielding, and troubleshooting, including work in a star schema, Data Warehouse reporting model.
- Support the development and use of complex schemas in Oracle, SQL Server, My SQL and/or SQL universe.

6) (TS-IT16) Sr. Applications Developer / Data Engineer – Microsoft + Other Platforms and (TS-IT17) Sr. Applications Developer / Data Engineer – Data Lake + Microsoft + Other Platforms

i. GENERAL DESCRIPTION:

Definition

- Under general supervision, the Senior **Sr. Applications Developer / Data Engineer** leads and participates in the work of staff in performing programming support in designing, implementing, and maintaining VTA custom applications and systems including VTA's Enterprise Resource Planning system, mobile applications, and other business systems.
- **BSVII Requirements:** Familiarity and expertise in supporting capital project environments similar to BSVII's IT Infrastructure and Applications Components for Program/Project Management (PPM) and Engineering/Construction Management for IT platforms and applications listed and described above.
- **The TS-IT17 position requirements:** demonstrable technical skills and expertise in designing, implementing and supporting an enterprise data lake for use as the centralized repository to store all structured and unstructured data at any scale—including storing data as-is, without having to first structure the data, and run different types of analytics—from dashboards and visualizations to big data processing, real-time analytics, and machine learning to guide better decisions.

Distinguishing Characteristics

- This is the advanced journey-level in the Applications Developer / Programmer series. Positions at this level are distinguished from other classes in this series by the level of responsibility assumed and complexity of the duties assigned. The Senior Programmer performs project lead functions including assigning work, delegating assignments, and reviewing the work of others.
- Incumbents at this level perform the most difficult and responsible types of duties assigned to classes in this series including serving as project lead over staff



responsible for designing, installing, maintaining, and supporting custom computer applications, integration between application and custom systems, or evaluating new languages/technologies. Incumbents at this level are expected to perform the following: programming (including but not limited to Java, HTML 5, ABAP, Visual Basic #, (VB#), C##, JAVA Script, VB Script, PL/SQL, and SQL), problem solving, troubleshooting, analysis, planning, and execution of tasks, and are fully trained in all procedures related to their assigned area of responsibility. This classification implements solutions related to applications and programming languages used in VTA's programming areas with a strong emphasis on process and flow design, custom functionality, and maintaining systems.

ii. ESSENTIAL JOB FUNCTIONS:

Typical Tasks

- Leads and participates in the work of staff in managing projects in developing and enhancing custom system applications for an assigned division.
- Establishes and maintains positive relationships, and works extensively with VTA Management, VTA Business Process Owners, and system Super Users in developing and enhancing information systems solutions.
- Develops complex training materials and trains customers, staff, and others as needed.
- Integrates using Business to Business tools, manipulates information in Oracle, ACCESS or SQL data bases or make modifications using ABAP, .net, C++, JAVA, Oracle, mobile Apple IOS, or equivalent software coding languages of the Enterprise Resource Planning system (SAP), construction applications (Contract Manager, P6, Projectwise, Citicube, etc.), and other VTA applications (SharePoint, Document Management, Mobile applications, etc.);
- Trains customers, staff, and others as needed in a formal setting, in a group, or one-on-one.
- Reviews and evaluates work products, methods and procedures; and identifies and resolves problems.
- Defines customer business needs, manages client expectations, and identifies alternative approaches and cost-benefits of automating customer functions to assist in meeting the client's overall business goals.
- Assists user departments with a strategy in the development and enhancement of information systems solutions.
- Consults with customers to present custom proposals to senior management, helps in developing capital packages, and works with purchasing and contracts during the procurement process.
- Consults and facilitates with department representatives to solicit departmental technology needs and requirements as well as resolving problems with custom coding.
- Serves as a senior technical software contact for the Technology community.
- Assumes responsibility for the delivery of custom software or application technology services to the assigned user technology community.



- Maintains technical and functional competency in software design strategy and different software languages (ABAP, .net, C++, JAVA, Oracle, Apple iOS, Crystal, Business Objects, or equivalent software coding languages) utilized by the technology department.
- Performs configuration of systems.
- Reviews, analyzes, and approves application program designs, operational characteristics, simple to complex computer interfaces, reporting systems and data conversion methods.
- Reduces design projects into component analysis tasks.
- Develops detailed automated workflow, custom application system, training, and process requirements.
- Prepares final systems design and documentation and user documentation necessary for programming.
- Oversees the installation of custom code and updates of application packages, database development, and other related software design elements.
- Defines and manages project scope, deliverables, schedules, budgets, and task lists.
- Prepares Request for Bid and Request for Proposal documents for purchase of application or software development related equipment or services by VTA.
- Serves as project manager and lead on various application or software development related procurements, installation, and deployments.
- Analyzes various web applications, application customizations, or new solutions and recommends and implements efficiency and/or cost saving measures.
- Performs administrative tasks such as paying bills and invoices; enters SAP requisitions for major and minor procurements.
- Coordinates the work of contract employees.
- Maintains effective liaison with suppliers and contractors as well as internal departments.
- Prepares and presents progress and status reports, resolving project issues, problems, and changes;
- Manages and tracks projects from initiation to successful completion.
- Establishes and maintains relationships at all levels for the assigned organization.
- Manages projects using VTA personnel, consultants, and contractors; communicates with Contractors of application software.
- May be required to monitor project expenditures, recommending adjustments as necessary.
- Performs related duties as required.

iii. Employment Standards:

- Sufficient training, education and experience to demonstrate possession of the required technical and project management knowledge, skills, and abilities.
- Development of the required knowledge, skills, and abilities is typically obtained through a combination of training and experience equivalent to graduation from an accredited college or university with a four-year degree in information systems,



computer science or related field and four (4) years of increasingly responsible experience in software developing, designing, programming, and/or maintaining major components of a comprehensive information system including evaluation, analysis, and input to the software modules of an Enterprise Resource Planning System or other application system supporting a VTA Division. (Additional applicable experience with software development, programming, etc. substitutes for college education on a year for year basis.) Incumbent must demonstrate effective experience in an SAP programming environment, Operations system (i.e., Trapeze, BDT, CAD/AVL) or Construction and CMP solutions. Experience with transit/transportation-related custom application programming is desirable.

iv. SUPPLEMENTAL INFORMATION:

Knowledge of:

- Extensive knowledge of application integration such as Business to Business or Application to Application integration of Enterprise Resource Planning (SAP) system or Construction applications or CMP systems (i.e., Contract Manager, Construction Scheduling, Document Management, Traffic Modeling, and Records Management).
- ABAP and other programming languages and tools such as Visual Basic, C, C++, Java, XML, Oracle Development Tools, SAP, Crystal reports, etc.
- Systems software analysis and software programming principles and procedures.
- Principles, potentials, and limitations of electronic data processing equipment.
- Relational database design, implementation, maintenance, and integration techniques to provide integrity, accuracy, security, and performance efficiency.
- Project procurement process in the public sector.
- Management of contractors and consultants.
- Principles and practices of lead supervision and training.
- Computer programming, on-line programming and programming documentation principles and techniques.
- Comprehensive knowledge of work planning methods, resource loaded scheduling, and project management techniques.

Ability to:

- Administer a variety of software programming actions such as ABAP, .net, C++, JAVA, Oracle or equivalent software coding languages to modules of the Enterprise Resource Planning system, including creating and manipulating data in the various enterprise system modules as well as other business systems.
- Evaluate processes proposed for business systems and enterprise systems modules, determine impact, and recommend programming solutions, database changes or integration/data extract changes.
- Manage multiple projects involving personnel from several departments, as well as consultants and contractors.
- Identify, analyze, define, develop and implement changes to the Enterprise Resource Planning System and other business systems.
- Multitask with a strong attention to detail and shift from one project to another.



- Develop relationships with the user community.
- Analyze, design, develop code, test, install and maintain complex custom computer code.
- Prepare and present comprehensive and clear reports and recommendations.
- Lead and direct the work of subordinate personnel.
- Train customers, staff and others as needed.
- Independently perform the most difficult design and programming activities assigned.
- Communicate effectively, both orally and in writing.
- Prioritize complex and demanding workloads.
- Work with assigned division management on priorities and program definition.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Keep current with changes within a functional area, such as methods, practices, and technology.
- Organize work and manage time effectively.

7) (TS-IT18) Solutions, Integration / Interface Architects – SIA for Integrations & Interfaces

i. GENERAL DESCRIPTION

Under direction, the **Senior Architect for Solutions Integration / Interface (SIA) for Integrations and Interfaces** is responsible for ensuring that all system components will integrate, interface and/or inter-operate with the existing enterprise environment for all technical and non-technical requirements. To perform this task, a solution architect has to understand how all parts of the business model work together including processes, operating systems, and application architectures. Understanding these aspects, they will be able to design a specific solution, integration and interface that fits the environment in the best way possible.

The Senior SIA keeps BSVII project Stakeholders regularly informed about product development processes, costs, and budgeting. The solution architect will translate technical project details into a language that management and non-technical stakeholders can understand.

This position also coordinates with other Technology staff in the development and operation of designing, implementing, and maintaining VTA/BSVII's information systems for Program and Project Management (PPM), Engineering Management and Construction Management, Enterprise Data Management System (EDMS) or other VTA/BSVII applications for Analytics and Business Intelligence-based Reporting Services.

iii. ESSENTIAL JOB FUNCTIONS: Typical Tasks



- Analyzing the technology environment
- Analyzing and documenting requirements
- Setting the collaboration framework
- Analyzing enterprise specifics
- Creating a solution prototype
- Participating in technology selection
- Controlling solution development
- Supporting project management
- Accounting for project limitations and constraints including technology, scope, cost, time quality, resources and risks associated with these constraints.
- Selecting project technology stack including platforms, programming languages and tools to ensure compatibility and interoperability of solution components.
- Compliance with functional (business) requirements
- Compliance with non-functional requirements or quality systems attributes including security, performance, maintainability, scalability, usability, and reliability of a product. The solution architect's role is to analyze all non-functional requirements and ensure that further product engineering will meet them.

iii. Employment Standards:

Sufficient education, training, and experience required to demonstrate possession of the required technical and project management knowledge, skills, and abilities. Development of the required knowledge, skills, and abilities is typically obtained through a combination of training and experience equivalent to graduation from an accredited college or university with a 4-year degree in computer science or related field, and eight (8) years of experience managing enterprise systems and solutions, IT Infrastructure and cloud development, Engineering and Software Architecture Design, Business Analysis, DevOps and Project & Product Management for architecting and implementing enterprise-level Solutions, Integrations and Interfaces

8) (TS-IT18) Solutions, Integration / Interface Architects – SIA for Analytics & Business Intelligence

i. GENERAL DESCRIPTION

Under direction, the **Senior Architect for Solutions Integration / Interface (SIA) for Analytics & Business Intelligence** is responsible for ensuring that a new **Analytics and Business Intelligence** system will fit the existing enterprise environment from the following perspectives: operating systems, information context and integration requirements and taking into account stakeholders' technical and non-technical requirements. To perform this task, a solution architect has to understand how all parts of the business model work together including processes, operating systems, and application architectures. Understanding these aspects, they will be able to design a specific solution that fits the environment in the best way possible.



The Senior SIA keeps BSVII project Stakeholders regularly informed about product development processes, costs, and budgeting. The solution architect will translate technical project details into a language that management and non-technical stakeholders can understand.

This position also coordinates with other Technology staff in the development and operation of designing, implementing, and maintaining VTA/BSVII's information systems for Program and Project Management (PPM), Engineering Management and Construction Management, Enterprise Data Management System (EDMS) or other VTA/BSVII applications for Analytics and Business Intelligence-based Reporting Services.

ii. ESSENTIAL JOB FUNCTIONS:

Typical Tasks

- Analyzing the technology environment
- Analyzing and documenting requirements
- Setting the collaboration framework
- Analyzing enterprise specifics
- Creating a solution prototype
- Participating in technology selection
- Controlling solution development
- Supporting project management
- Accounting for project limitations and constraints including technology, scope, cost, time quality, resources and risks associated with these constraints.
- Selecting project technology stack including platforms, programming languages and tools to ensure compatibility and interoperability of solution components.
- Compliance with functional (business) requirements
- Compliance with non-functional requirements or quality systems attributes including security, performance, maintainability, scalability, usability, and reliability of a product. The solution architect's role is to analyze all non-functional requirements and ensure that further product engineering will meet them.

iii. Employment Standards:

Sufficient education, training, and experience required to demonstrate possession of the required technical and project management knowledge, skills, and abilities. Development of the required knowledge, skills, and abilities is typically obtained through a combination of training and experience equivalent to graduation from an accredited college or university with a 4-year degree in computer science or related field, and eight (8) years of experience managing enterprise systems and solutions, IT Infrastructure and cloud development, Engineering and Software Architecture Design, Business Analysis, DevOps and Project & Product Management for architecting and implementing enterprise-level Analytics and Business Intelligence systems



9) (TS-IT16, TS-IT17 and TS-IT20) Applications Developer/Sr. Data Lake + Data Engineer: Microsoft + Other Platforms (On Call) and Sr. Database Developer + Data Lake/Integrations (On Call)

These positions require multiple skills and experience in applications, database, and data lake development, implementation, and support. Position descriptions remain here for reference, since selected consultant staff will need to be able to perform a variety of technical duties and responsibilities as described below.

i. GENERAL DESCRIPTION

Under direction, the **Senior Applications Developer/Data Engineer/Database Developer** is responsible for managing the development, operation, and maintenance of Database/Cloud/Applications/Data Lake/Business Intelligence technologies for VTA/BSVII.

This position is an advanced journey-level class with overall responsibility for development and operation of web-based and cloud-based application software and information systems. An incumbent in this class interacts with other VTA/BSVII departments to define customer needs for Web/Cloud-based site development and/or implementation including site navigation and organization, development, tracking, implementation, and evaluation of Web/Cloud implementation projects. This position directs the development, functionality, and maintenance of the Web/Cloud-based site and has responsibility for Web/Cloud-based site administration, development and configuration & maintenance of all associated software.

This position also coordinates with other Technology staff in the development and operation of designing, implementing, and maintaining VTA/BSVII's information systems for Program and Project Management (PPM), Engineering Management and Construction Management, Enterprise Data Management System (EDMS) or other VTA/BSVII applications for Analytics and Business Intelligence-based Reporting Services.

ii. ESSENTIAL JOB FUNCTIONS:

Typical Tasks (For Development of VTA/BSVII Web/Cloud-based sites and web-based and cloud-based application software technologies)

- Develops and implements standards used in building and maintaining Web/Cloud-based systems.
- Works with other project teams and VTA departments to help define functional requirements for content display and layout.
- Sets up web applications and designs custom web parts and interactive web forms.
- Develops complex workflows, web reporting, dashboards, and other complex programs and solutions.



- Develops, edits, and maintains Web/Cloud-based sites including uploading and testing content using web development and administration tools.
- Reviews and installs all major changes, additions to the website format and organization on the web server.
- Manages client needs and expectations, including reviewing and monitoring website proposals, determining customer needs, managing development of website content, function, and organization, and documenting project plans.
- Assists the Procurement, Contracts and Materials Management Department in negotiations with website Contractors.
- Identifies and defines Web/Cloud-based sites development/implementation resources, develops project plans, budgets, schedules, and task lists.
- Monitors and evaluates the performance of Contractors to ensure that contracts and agreements are followed, and problems are resolved in a timely manner;
- Works closely with all VTA & BSVII Divisions and teams regarding website development and use.
- Maintains current knowledge of Web/Cloud-based development/implementation practices, applications, and basic technology.
- Prepares reports on Web/Cloud-based development/implementation projects and other activities.
- Leads and participates in the work of staff in developing and managing Web/Cloud-based development/implementation projects.
- Provides lead direction to subordinates, including distributing short-term assignments, training workers, and reviewing task performance; assists supervisor to resolve work-related problems; may provide lead direction to consultants and contractors.
- Communicates project and system status, resolves project issues, problems, and changes.
- Defines and manages project scope, deliverables, schedules, budgets, and task lists.
- Leads and participates in developing and enhancing web portals.
- Participates in developing and enhancing the EDMS and records management programs.
- Trains staff and users in the areas of Web/Cloud-based systems operation, records management procedures, and records retention business process.
- Supports customer business needs; identifies and makes suggestions on alternative approaches and cost-benefits of automating customer functions.
- Assists user departments with a strategy to develop and enhance Web/Cloud-based systems solutions.
- Serves as a technical point of contact for user community.
- Maintains technical and functional competence in applications utilized by the assigned VTA & BSVII Divisions and teams.
- Prepares final systems design and documentation and user documentation necessary for applications development and implementation.
- Oversees the installation and updates of application packages, databases, development tools, and other related elements.
- Manages and tracks projects from initiation to completion.

**iii. Employment Standards:**

Sufficient education, training, and experience required to demonstrate possession of the required technical and project management knowledge, skills, and abilities. Development of the required knowledge, skills, and abilities is typically obtained through a combination of training and experience equivalent to graduation from an accredited college or university with a 4-year degree in computer science or related field, and four (4) years of experience managing Web/Cloud-based systems, website development and maintenance projects.

iv. SUPPLEMENTAL INFORMATION:**Knowledge of:**

- Methods and techniques for troubleshooting a variety of server and web software problems.
- Principles and practices of maintaining Web/Cloud-based systems solutions, websites, web software, workflow, and integration to business applications.
- Computer system security, data security, and application security practices.
- Computer hardware and software installation techniques.
- Methods and techniques for assessing the cost effectiveness of hardware/software enhancements and modifications.
- Principles and practices of lead supervision and training.
- EDMS, web applications, and records management.
- Principles and practices of computer system design and analysis.
- Operational characteristics of electronic data processing equipment.
- Relational database design, implementation, maintenance, and integration techniques.
- Project procurement process in the public sector.
- Computer programming, on-line programming, and programming documentation principles and techniques.
- Principles of time management, organizing work activities, and decision-making.

Ability to:

- Lead and direct the work of subordinate personnel.
- Work closely with system users to assess problems, needs, and concerns.
- Perform the most difficult technical and analytical tasks in support of Web/Cloud-based systems solutions, web portals, web sites, web applications, and EDMS.
- Prepare and present comprehensive reports and recommendations.
- Research and recommend new hardware and software components consistent with the needs of system users and VTA priorities; analyze and assess the cost effectiveness of system improvements and enhancements.
- Meet schedules and timelines.
- Administer a variety of actions to Web/Cloud-based systems solutions, web portals and EDMS, including creating and manipulating data in various enterprise system modules and other business systems.



- Manage multiple projects involving personnel from several departments, as well as consultants and contractors.
- Analyze, define, develop, and implement changes to the Enterprise Resource Planning system and other business systems.
- Analyze, design, program, install, and maintain complex computer systems, such as Web/Cloud-based systems solutions, web sites, portals, and EDMS solutions.
- Independently perform the most difficult design activities assigned.
- Prioritize complex and demanding workloads.
- Develop reports and dashboards, and load content into web content management systems
 - Develop templates for content into portals and EDMS.
 - Communicate effectively, both orally and in writing.
 - Establish and maintain cooperative working relationships with those contacted in the course of work.



EXHIBIT B SAMPLE TASK ORDER



Professional Services - Task Order Contract

The Contractor hereby agrees to perform the work authorized herein in accordance with all the terms, conditions, and at the labor rates agreed to in the Contract referenced below. The Contractor will furnish the necessary professional and technical personnel and materials required to complete this work.

Contract No. _____ Task Order No. _____
 Contractor: _____ SAP Requisition No. _____
 (Attach Purchase Requisition Form)
 Description: _____

Term: Effective _____ and continue in effect through _____
 Date

Compensation: (check one) ☐ T&M ☐ CPFF ☐ FFP

Task Order value: _____

(To be completed by Contracts Administrator)

Contract value available to authorize this Task Order: _____

Funding Information: (Check funding sources)

____ Federal Funds: ____ FTA/Transit or ____ FHWA/Highways ____ State Funds
 ____ CalTrans Local Assistance Program ____ Measure A ____ Measure B
 ____ Other: _____

Scope of Services: (check one)

____ See details below of Scope
 ____ See attached Scope of Services

Key Personnel: List additional Personnel authorized to provide services under this Task Order. (check one)

____ See details below of Personnel (Name/Classification)
 ____ See attached List of Personnel (Name/Classification)



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Professional Services - Task Order Contract

Subcontractors: List additional subcontractors authorized to provide services under this Task Order. (check one)

- ☐ See details below of subcontractors (Indicate SBE/DBE status)
☐ See attached list of subcontractors (Indicate SBE/DBE status)

Approvals: Project Manager is required to obtain signature from OBDP and Compliance Manager prior to submitting to Contracts department.

OBDP: SBE/DBE Goal _____ %
 (Specifically established for this Task Order)

 OBDP Manager Date

Contract Compliance Requirements:
 (Specifically established for this Task Order)

Prevailing Wage: ☐ Yes ☐ No

Storm Water Compliance: ☐ Yes ☐ No

 Compliance Manager Date

 Project Manager Date Division Phone No.

 Division Chief/Director Date Capital Projects Group Date

 Reviewed by Contracts Administrator Date

Santa Clara Valley Transportation Authority

By: _____
 Date

Name (print): _____

Title: _____

Contractor

By: _____
 Date

Name (print): _____

Title: _____



EXHIBIT C COMPENSATION, INVOICING, and PAYMENT

TASK ORDER CONTRACT

For the satisfactory performance and completion of the Services, VTA will pay Contractor as follows:

A. COMPENSATION: This is a Task Order Contract. Total compensation for the Services provided hereunder must not exceed \$1,500,000.00 for the initial three year (3) of the Contract. The Contract has four (4) additional one (1) year Options, which may be exercised at VTA's sole discretion and shall not exceed the approved amount stated in Board Memo #9434 dated March 6, 2025. Board Memo #9434 is incorporated by reference into this Contract. Contractor will be guaranteed a minimum compensation of \$1,000.00 under this Contract. VTA has no obligation to issue a Task Order beyond the amount stated herein. Contractor agrees to complete the Services defined in authorized Task Orders. Contractor is not authorized to provide Services hereunder costing in excess of the maximum value amount stated herein. Task Order compensation will be awarded on a cost-plus fixed fee (CPFF) basis.

- 1. DIRECT LABOR RATES:** The basis for CPFF Task Order pricing and payment for work performed will be subject to the direct labor, indirect labor, overhead and profit stated in **individual Task Orders**, and in accordance with the respective provisions stated below:
 - a. Exempt Personnel:** VTA will pay for work by exempt personnel (as determined under the Fair Labor Standards Act, 29 U.S.C. § 201-219) at the labor rates listed below or as identified in Exhibit C, which include direct labor, indirect labor, overhead and profit. VTA payment for work by exempt personnel will not include any premium pay.
 - b. Non-Exempt Personnel:** VTA will pay for overtime work by non-exempt personnel (Time and a Half, Double Time) in accordance with California law, at the labor rates listed below or as identified in Exhibit C. VTA must approve all premium time in advance in writing.
 - c.** Contractor may request increases in labor rates. Increases in labor rates may occur only once in a twelve (12) month period per individual. Contractor must make all requests in writing and deliver them to VTA at least thirty (30) days prior to the date the requested new rates are to become effective. VTA will review the request and, at its sole discretion, approve or deny the request in writing. VTA will issue adjustments, if any, prior to the effective date of the new labor rates. d.
 - d.** Direct Rates can be escalated annually up to the lesser of (i) three percent (3%) or (ii) the annual average of the Consumer Price Index for the San Francisco Bay Area using the **All-Urban Consumers** (CPI-U) index (the "Index").



2. **COST PLUS FIXED FEE.** Payment for work performed on a cost plus fixed fee basis will be the sum of direct labor costs, indirect labor costs (fringes and overhead), a fixed-professional fee based on an agreed upon profit, subcontractor costs and other direct costs.

- a. **Fixed Fee:** VTA will pay Contractor a fixed professional fee for the Services described in Task Orders issued under this Contract.

Each invoice submitted by Contractor must include a progress payment of a portion of the fixed-fee. The portion of the fixed-fee included in each invoice will be determined by multiplying the fixed-fee by the percent of total progress reported to VTA for that invoice period, less the total amount of the fixed-fee previously invoiced and paid.

Progress Percentage = (Total Costs Incurred to Date/Total Estimated Budget) X 100.

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

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

- a. The following categories of expenses are considered ODCs:

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

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

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

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

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



Key Personnel Housing: \$2,700 per month either (i) for the duration of the Contract term or (ii) until the Key Personnel is no longer needed for performance of Services, whichever period of time is shorter.

- ii. **VTA** will reimburse parking, tolls, deliveries, services, , and any other expenses directly associated with the Services at actual cost without markup. Contractor must provide appropriate supporting documentation, including detailed receipts. If any of the ODCs described in this paragraph will exceed \$500.00, Contractor must receive VTA's written approval prior to incurring such expense. VTA may deny reimbursement of any such ODC expense incurred by Contractor prior to VTA's written approval.
- b. Except as otherwise provided herein, telephone charges, computer costs, charges, in-house copying charges, and facsimile charges must be included in overhead and will not be reimbursed as an ODC. Additionally, VTA will not reimburse any of the following types of expenses: alcohol, travel upgrades, fines, memberships, loss of personal property or cash, "no shows," or personal itinerary changes.
- c. No other categories of expenses will be subject to reimbursement as an ODC without the prior written approval of VTA.

B. INVOICING:

1. **INVOICE FORMAT:** VTA will pay Contractor on the basis of invoices submitted every month for the Services performed during the preceding month. Invoices must be in a form acceptable to VTA, and each invoice must include:
 - Contract Number and Task Order Number
 - Name, classification and labor rate of employee
 - Description of work performed
 - Hours worked by employee accompanying with signed timesheets
 - Cost per classification
 - Fixed Fee (if assigned)
 - Other Direct Cost
 - Subcontractor costs with itemization in same format above
 - Total costs
 - Provide remaining balance
2. **CERTIFICATION BY CONTRACTOR:** Contractor must include the following statement on all invoices for services authorized as CPFF as verification that all direct labor rates are billed at the actual rates earned.



I certify the statements and information contained in this invoice are true, accurate, and complete.

Contractor's Signature: _____

Contractor's Name: _____

3. **WAIVER:** Contractor will be deemed to have waived the right to payment for Services not invoiced within six (6) months after the date the services were performed. For purpose of this provision the date of the invoice will be the date of receipt by VTA.
4. **INVOICE SUBMITTAL:** Contractor must submit invoices by e-mail to the address listed below. Invoices must be in a PDF, Word, or Excel format.

Email: VTA.AccountsPayable@VTA.org

5. **CONTESTING INVOICE/AUDIT:** Should VTA contest any portion of an invoice, that portion will be held for resolution, and the uncontested balance will be processed for payment. VTA may, at any time, conduct an audit of any and all records kept by Contractor related to the Services. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices and any retention funds.
- C. PROMPT PAYMENT:** VTA will pay Contractor within thirty (30) days after receipt by VTA of a proper, fully documented, invoice. Contractor must pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within thirty (30) days of receipt of payment by VTA for such Services. Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.



V25040-BSVII Technology Consultants Support Staffing Services

EXHIBIT D DIRECT LABOR RATE SCHEDULE*

POSITIONS	Direct Rate Yr 1	Direct Rate Yr 2	Direct Rate Yr 3	Direct Rate Yr 4	Direct Rate Yr 5	Direct Rate Yr 6	Direct Rate Yr 7
Sr. Information Systems Analyst (Sr. ISA)	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53	\$69.56	\$71.64
ISA #1 - Information Systems Analyst	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65	\$52.17	\$53.73
ISA #2 - Information Systems Analyst	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65	\$52.17	\$53.73
ISA #3 - Information Systems Analyst - for CM Office Location	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65	\$52.17	\$53.73
S. ISA #2 - Cybersecurity + Cloud Administrator	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53	\$69.56	\$71.64
Sr. BSA - Business Systems Analyst - SharePoint Specialist	\$69.00	\$71.07	\$73.20	\$75.40	\$77.66	\$79.99	\$82.39
Sr. BSA - Business Systems Analyst - 1 Aconex + Integrations + Interfaces	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53	\$69.56	\$71.64
Sr. BSA - Business Systems Analyst - 2 Cost Mgt System Specialist	\$64.00	\$65.92	\$67.90	\$69.93	\$72.03	\$74.19	\$76.42
Applications Developer/Sr. Data Engineer : Microsoft +	\$70.00	\$72.10	\$74.26	\$76.49	\$78.79	\$81.15	\$83.58



V25040-BSVII Technology Consultants Support Staffing Services

Other Platforms (On Call)							
Applications Developer/Sr. Data Lake + Data Engineer : Microsoft + Other Platforms (On Call)	\$70.00	\$72.10	\$74.26	\$76.49	\$78.79	\$81.15	\$83.58
Sr. SIA - Solutions Architect - Integration/Interface (On-Call)	\$85.00	\$87.55	\$90.18	\$92.88	\$95.67	\$98.54	\$101.49
Sr. SIA - Solutions Architect - Analytics/Business Intelligence (On Call)	\$75.00	\$77.25	\$79.57	\$81.95	\$84.41	\$86.95	\$89.55
Sr. Database Developer + Data Lake/Integrations (On Call)	\$70.00	\$72.10	\$74.26	\$76.49	\$78.79	\$81.15	\$83.58

*Direct labor rates are median. Note that direct labor rates can increase up to 35% for higher skill level.

Overhead Rate:	33.00%
SUBCONTRACTORS' COST	
a) CrowdPlat: estimated cost \$25,000.00	
b) DogPatch: estimated cost \$24,000.00	



EXHIBIT E APPROVED SUBCONTRACTORS

CrowdPlat, Inc.

2880 Zanker Rd. Ste 203.

San Jose, CA

Contact Person:

DBE: Yes

Dogpatch Solutions, Inc.

548 Market Street

San Francisco, CA 94104

Contact Person:

DBE: Yes



EXHIBIT F DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENT

- A. It is VTA policy to ensure that DBE firms, as defined in 49 CFR Part 26, have the full opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds.
- B. In accordance with Applicable Law, this Contract does not include a DBE goal. (“**Contract Goal**” (49 C.F.R. § 26.51(h)) and VTA will not count any DBE participation for this Contract (49 C.F.R. § 26.55(i)). VTA intends to reassess its application of the DBE program to this Contract at such time as reevaluation and certification process for DBEs described in 49 C.F.R. § 26.111 is completed.
- C. Contractor must submit a listing of DBE Prime or subcontractors with each Task Order and must submit monthly DBE utilization reports to the VTA’s Office of Business Development Programs. These monthly reports will document payments from VTA to Prime Contractors and Prime Contractors to subcontractors.

Electronic submittals will be reported through VTA’s online compliance reporting system (B2Gnow) at <https://VTA.sdbbe.com>. Instructions for reporting payments will be sent via e-mail.

- D. Upon receipt of final payment, Contractor will be required to submit a final DBE Utilization Report by indicating a final audit where requested in the B2Gnow system. Contractor agrees to submit any and all required electronic reports to the Office of Business Development Programs.
- E. **CONTRACTOR ASSURANCES (as required by 49 CFR 26.13):** The Contractor, subrecipient or subcontractor must not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor must carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient¹ deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible.

*Contractor **must** include the above assurance language in each of its subcontracts.

¹ “Recipient” is VTA.



EXHIBIT G INSURANCE REQUIREMENTS

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

A. LIABILITY AND WORKERS' COMPENSATION INSURANCE

1. Minimum Scope of Coverage: Coverage must be at least as broad as:

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

2. Minimum Limits of Insurance: Contractor must maintain limits no less than:

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



- b. Automobile Liability (including umbrella/excess liability): \$1,000,000 limit per accident for bodily injury and property damage. This requirement may be satisfied by a combination of Auto Liability with Excess or Umbrella, but in no event may the Automobile Liability primary policy limit per occurrence be less than \$1,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying auto liability policy, "Follow Form" coverage, and a "Drop Down" provision.
 - c. Workers' Compensation and Employer's Liability: Statutory Workers' Compensation limits and Employer's Liability limits of \$1,000,000 per accident.
 - d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim. This requirement may be satisfied by a combination of Professional Liability with Excess or Umbrella, but in no event may the Professional Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying professional liability policy, "Follow Form" coverage, and a "Drop Down" provision.
 - e. Cyber Liability: \$1,000,000 per occurrence.
 3. **Self-Insured Retention:** The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of \$250,000 (\$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 \$250,000, Contractor must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess Contractor's ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require Contractor to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by Contractor. Contractor may request execution of a nondisclosure agreement prior to submission of financial reports.
- B. **CLAIMS MADE PROVISIONS (NOT APPLICABLE TO GENERAL LIABILITY OR AUTO LIABILITY):** Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that:
 1. The policy must be in effect as of the date of this Contract and the 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, the Contractor must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
3. No prior acts exclusion may be added to the policy during the Contract period.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. OTHER PROVISIONS: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability:

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

2. All Coverages:

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



3. Other insurance provisions:

- a. The Certificate must disclose the actual amounts of all deductibles or self-insured retentions.
 - b. If any coverage forms or endorsements required by this Contract are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Contract, VTA reserves the rights to require the Contractor to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.
- D. ACCEPTABILITY OF INSURERS:** Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.
- E. CERTIFICATES OF INSURANCE:** Contractor must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. The contractor must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to Insurance.certificates@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

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

Santa Clara Valley Transportation Authority ("VTA")
 3331 North First Street
 San Jose, CA 95134-1906
 Contract No. V25040

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

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

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

- F. MAINTENANCE OF INSURANCE:** If Contractor fails to maintain insurance as required herein, VTA, at its option, may suspend payment for work performed and/or may order the



Contractor to suspend work at Contractor's expense until a new policy of insurance is in effect.

EXHIBIT H REQUIRED FTA CLAUSES

PART 1

In its performance under the Contract, Contractor will comply with all of the Federal Transit Administration ("FTA") clauses that are identified below as applicable (if the box next to the clause is checked, the clause is applicable). The substance of these applicable requirements is set forth on the following pages of this Exhibit.

- ☒ A. ACCESS TO RECORDS AND REPORTS
- ☐ B. BONDING REQUIREMENTS
- ☐ C. BUS TESTING
- ☐ D. BUY AMERICA REQUIREMENTS
- ☐ E. CARGO PREFERENCE REQUIREMENTS
- ☐ F. CHARTER SERVICE
- ☒ G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
- ☒ H. CIVIL RIGHTS LAWS AND REGULATIONS
- ☒ I. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
- ☐ J. EMPLOYEE PROTECTIONS
- ☒ K. ENERGY CONSERVATION
- ☒ L. FLY AMERICA
- ☒ M. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
- ☒ N. LOBBYING RESTRICTIONS
- ☒ O. NO GOVERNMENT OBLIGATION TO THIRD PARTIES
- ☐ P. PATENT RIGHTS AND RIGHTS IN DATA
- ☐ Q. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES
- ☒ R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
- ☐ S. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS
- ☐ T. RECYCLED PRODUCTS
- ☒ U. SAFE OPERATION OF MOTOR VEHICLES
- ☐ V. SCHOOL BUS
- ☐ W. SEISMIC SAFETY
- ☐ X. SUBSTANCE ABUSE REQUIREMENTS
- ☒ Y. TERMINATION
- ☒ Z. DISPUTES, BREACHES, DEFAULTS AND LITIGATION NOTIFICATION
- ☐ AA. SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS
- ☐ BB. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE
- ☒ CC. ADA ACCESS
- ☒ DD. CHANGES
- ☐ EE. NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.



V25040-BSVII Technology Consultants Support Staffing Services

- ☒ FF. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
- ☐ GG. VETERANS PREFERENCE.
- ☐ HH. DOMESTIC PREFERENCES FOR PROCUREMENTS.
- ☒ II. INCORPORATION OF FTA TERMS



EXHIBIT H REQUIRED FTA CLAUSES PART 2

These FTA terms and conditions (“FTA Clauses”) are required by the FTA pursuant to the Master Agreement between FTA and VTA, Section 16 (a copy of which may be viewed at <https://www.transit.dot.gov/>) and apply to all third party contracts awarded by VTA that are funded in whole or in part with FTA assistance. Unless specifically defined herein, the capitalized terms used in these FTA Clauses have the meanings as defined in the solicitation and/or Contract, as applicable. Contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the applicable FTA clauses. VTA reserves the right to monitor compliance with this requirement, to request and promptly receive copies of subcontracts, and to be provided any additional information through the term of the Contract to ensure subcontractor compliance with federal law.

In the event that any of these FTA Clauses conflict with other terms of the Contract, these FTA Clauses will prevail.

The following definitions apply to these FTA terms and conditions:

1. “Agency” means Santa Clara Valley Transportation Authority or VTA
2. “Bid” means bid, proposal, or offer
3. “Bidder” means bidder, proposer, or offeror
4. “Contract” means the agreement to which these Federal Terms and Conditions apply
5. “Contractor” means the person or entity named in the Purchase Order, Bid, Proposal, or Contract to which these Federal Terms and Conditions apply
6. “FTA” means the Federal Transit Administration
7. “U.S. DOT” means United States Department of Transportation
8. “VTA” means Santa Clara Valley Transportation Authority

A. ACCESS TO RECORDS AND REPORTS: In addition to any other audit and record retention requirements set forth in the Contract, Contractor must comply with the following:

1. **FLOW DOWN:** The requirements of this Section A apply to Contractor and its subcontractors at every tier. Contractor must ensure compliance with this Section A by all of its subcontractors of every tier.
2. **RECORD RETENTION:** Contractor must retain and require its subcontractors of all tiers to retain complete and readily accessible records related in whole or in part to the Contract including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.



3. **RETENTION PERIOD:** Contractor must comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor must maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records must be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.
4. **ACCESS TO RECORDS:** Contractor must provide sufficient access to the FTA and its contractors to inspect and audit records and information related to performance of the Contract as reasonably may be required.
5. **ACCESS TO THE SITE OF PERFORMANCE:** Contractor must permit FTA and its contractors access to the sites of performance under the Contract as reasonably may be required.
- B. **BONDING REQUIREMENTS:** Contractor must comply with the bonding requirements set forth elsewhere in the Contract.
- C. **BUS TESTING:** Contractor must comply with all bus testing requirements set forth elsewhere in the Contract.
- D. **BUY AMERICA REQUIREMENTS:** Contractor must comply with the following:
 1. **FLOW DOWN:** The requirements of this Section D apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section D.
 2. **COMPLIANCE WITH FEDERAL LAW:** Contractor must comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.
 3. **CERTIFICATIONS:** Bidder must submit to VTA the appropriate Buy America certification attached to the solicitation or otherwise provided by VTA with its (i) Bid (in the case of a sealed bidding procurement) or (ii) final offer or final revised Proposal (in the case of a negotiated procurement). Bids or Proposals (as applicable) that are not accompanied by a completed Buy America certification will be rejected as nonresponsive and cannot be considered by VTA.
- E. **CARGO PREFERENCE REQUIREMENTS:** Contractor must comply with the following:



1. **FLOW DOWN:** The requirements of this Section E apply to Contractor and its subcontractors at every tier. Contractor will include the requirements of this Section E in all subcontracts that may involve the transport of equipment, material, or commodities by ocean vessel. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors comply with this Section E.
2. **UNITED STATES-FLAG COMMERCIAL VESSELS:** Contractor must use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
3. **BILL-OF-LADING:** Contractor must furnish within 20 business days following the date of loading for shipments originating within the United States or within 30 business days following the date of loading for shipments originating outside the United States a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to VTA (through Contractor in the case of a subcontractor's bill-of-lading).

F. CHARTER SERVICE: Contractor agrees to the following:

1. **FLOW DOWN:** The requirements of this Section F apply to Contractor as the first-tier service contractor. In addition, the provisions of this Section F flow down to subcontractors that perform public transit operations services. Contractor must include the substance of this clause in each subcontract that may involve operating public transit services.
2. **COMPLIANCE WITH FEDERAL LAW:** Contractor must comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
 - b. FTA regulations, "Charter Service," 49 C.F.R. Part 604;
 - c. Any other federal Charter Service regulations; or
 - d. Federal guidance, except as FTA determines otherwise in writing.
3. **VIOLATIONS:** If Contractor engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on Contractor. These corrective measures and remedies may include:



- a. Barring Contractor or any subcontractor operating public transportation under its award that has provided prohibited charter service from receiving federal assistance from FTA;
- b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c. Any other appropriate remedy that may apply.

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Contractor must comply with the following:

1. **FLOW DOWN:** The requirements of this Section G apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section G.
2. Contractor must:
 - a. Not use any violating facilities;
 - b. Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
 - c. Report violations of use of prohibited facilities to FTA; and
 - d. Comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387).

H. CIVIL RIGHTS LAWS AND REGULATIONS: Contractor must at all times comply with the following requirements and include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section H apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section H.
2. **NONDISCRIMINATION:** In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d *et seq.*), U.S. Department of Transportation ("DOT") regulations at 49 C.F.R. Part 21, and federal transit law at 49 U.S.C. § 5332, Contractor must not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.



3. **RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX:** In accordance with Title VII of the Civil Rights Act, as amended (42 U.S.C. § 2000e *et seq.*) and federal transit laws at 49 U.S.C. § 5332, Contractor must comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (“U.S. DOL”) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action will include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor must comply with any implementing requirements FTA may issue.
4. **AGE:** In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621-634), U.S. Equal Employment Opportunity Commission (“U.S. EEOC”) regulations, “Age Discrimination in Employment Act” (29 C.F.R. Part 1625), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 C.F.R. Part 90), and federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
5. **DISABILITIES:** In accordance with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 *et seq.*), the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 *et seq.*), and federal transit law at 49 U.S.C. § 5332, Contractor must not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- I. **DISADVANTAGED BUSINESS ENTERPRISE (“DBE”):** Contractor must comply with the DBE requirements set forth elsewhere in the Contract.
- J. **EMPLOYEE PROTECTIONS:**
 1. **FLOW DOWN:** The requirements of this Section J apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section J.
 2. If the Contract is for construction, alteration, or repair in excess of \$2,000, Contractor must comply with the following:



- a. **Prevailing Wage:** Contractor must comply with the prevailing wage requirements set forth in the Contract.
 - b. **Anti-Kickback:** Contractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by U.S. DOL regulations at 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
3. If the Contract (i) has a total value of more than \$100,000 and (ii) involves the employment of mechanics or laborers, Contractor must comply with the following:
- a. **Contract Work Hours and Safety Standards:** Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the U.S. DOL regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, Contractor must compute the wages of every mechanic and laborer, including watchmen, guards, and workers performing services in connection with dredging or rock excavation. (40 U.S.C § 3701)
 - i. **Overtime requirements.** No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics may require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - ii. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subsection (a)(i) of this section, Contractor and any subcontractor responsible therefor will be liable for the unpaid wages. In addition, Contractor and subcontractor will be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause set forth in [subsection \(a\)\(i\)](#) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [subsection \(a\)\(i\)](#) of this section.
 - iii. **Withholding for unpaid wages and liquidated damages.** The FTA shall, upon its own action or upon written request of an authorized representative of the



Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection (a)(ii) of this section.

- iv. **Subcontracts.** Contractor or subcontractor must insert in any subcontracts the clauses set forth in subsections (a)(i) through (iv) of this section and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. Contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in [subsections \(a\)\(i\)](#) through [\(iv\)](#) of this section.

- b. **Contract Work Hours and Safety Standards for Awards Not Involving Construction:** Contractor must comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

- i. Contractor must maintain payrolls and basic payroll records during the course of the work and must preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records must contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph must be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- ii. Contractor must require the inclusion of the language of this clause within subcontracts of all tiers.

K. ENERGY CONSERVATION: Contractor must at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:



1. **FLOW DOWN:** The requirements of this Section K apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section K.
2. **MANDATORY STANDARDS AND POLICIES:** Contractor must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

L. FLY AMERICA: Contractor must comply with the following:

1. **FLOW DOWN:** The requirements of this Section L apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section L.
2. **DEFINITIONS:**
 - a. **“International air transportation”** means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - b. **“United States”** or **“U.S.”** means the 50 States, the District of Columbia, and outlying areas.
 - c. **“U.S.-flag air carrier”** means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
3. **USE OF U.S.-FLAG AIR CARRIERS:** Pursuant to Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118; also known as the Fly America Act), Contractor and all of its subcontractors at every tier must use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent that service by those carriers is available. Contractor understands that the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, will disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
4. **STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS:** In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor must include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers



International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

[State reasons]: _____

5. **SUBCONTRACTS:** Contractor must include the substance of this clause, including this paragraph (5), in each subcontract or purchase under the Contract that may involve international air transportation.
6. **CODE SHARE AGREEMENT:** Contractor is permitted to use transportation on a foreign air carrier when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number.
7. **AIR TRANSPORTATION AGREEMENT:** Contractor is permitted to use transportation by a foreign air carrier if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

M. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION: Contractor must comply with the following:

1. **FLOW DOWN:** If Contractor and/or any of its subcontractors enter into covered transactions with a participant at the next lower level, Contractor and/or its subcontractor, as applicable, must require that participant to: (a) comply with subpart C of 2 C.F.R. Part 180, as supplemented by 2 C.F.R. Part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. Part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.
2. **COMPLIANCE WITH FEDERAL LAW:** Contractor must comply and facilitate compliance with U.S. DOT regulations set forth in "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. These provisions apply to the Contract and to (i) any subcontract at any tier of \$25,000 or more, and (ii) each contract at any tier for a federally required audit (irrespective of the contract amount), and (iii) each contract at any tier that must be approved by an FTA official irrespective of the contract amount.
3. **CERTIFICATION:** By executing this Contract, Contractor hereby certifies that its principals, affiliates, and subcontractors are eligible to participate in the federally funded Contract and are not presently declared by any federal department or agency to be:
 - a. Debarred from participation in any federally assisted award;
 - b. Suspended from participation in any federally assisted award;



- c. Proposed for debarment from participation in any federally assisted award;
- d. Declared ineligible to participate in any federally assisted award;
- e. Voluntarily excluded from participation in any federally assisted award; or
- f. Disqualified from participation in any federally assisted award.

By signing and submitting its Bid, Bidder certifies as follows: This certification is a material representation of fact relied upon by VTA. If it is later determined by VTA that Contractor knowingly rendered an erroneous certification, in addition to remedies available to VTA, the Federal Government may pursue available remedies including, but not limited to, suspension and/or debarment.

N. LOBBYING RESTRICTIONS: If the Contract has a total value of \$100,000 or more, Contractor must comply with the following:

1. **FLOW DOWN:** The requirements of this Section N apply to Contractor and its subcontractors at every tier if such subcontract has a total value of \$100,000 or more. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors comply with this Section N.
2. **CERTIFICATION:** Contractor must file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Contractor must certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of VTA, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor must also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures must be forwarded to VTA. Contractor must ensure that all of its subcontractors under this Contract shall certify the same. VTA is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors.

O. NO GOVERNMENT OBLIGATION TO THIRD PARTIES: Contractor must at all times comply with the following requirements:

1. **FLOW DOWN:** The requirements of this Section O apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section O.



2. **NO OBLIGATION:** Contractor acknowledges that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the federal government, the federal government is not a party to the Contract and will not be subject to any obligations or liabilities of VTA, Contractor, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the underlying Contract. Contractor agrees to include this acknowledgement in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the acknowledgement will not be modified except to identify the subcontractor who will be subject to its provisions.

P. PATENT RIGHTS AND RIGHTS IN DATA: Contractor agrees to the following:

1. **FLOW DOWN:** The requirements of this Section P apply to Contractor and its subcontractors at every tier if the relevant subcontract meets the definition of a research-type project under 37 U.S.C. § 401.2. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors comply with this Section P.
2. **INTELLECTUAL PROPERTY RIGHTS:** Certain Patent Rights and Data Rights apply to all subject data first produced in the performance of the Contract. Contractor grants VTA intellectual property access and licenses deemed necessary for the work performed under the Contract and in accordance with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights must be finalized prior to execution of the Contract and must, at a minimum, include the following restrictions: Except for its own internal use, Contractor may neither publish or reproduce subject data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of the Contract, the term "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered by the Contract.
3. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described as follows:
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by Contractor using Federal assistance in whole or in part by the FTA.



4. “Federal Government Purposes,” means use only for the direct purposes of the federal government. The federal government may not extend its federal license to any other party without the copyright owner’s consent.
5. Unless FTA determines otherwise, Contractor must permit FTA to make available to the public either FTA’s license in the copyright to any subject data developed in the course of the Contract or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract will become subject data as defined herein and will be delivered as the federal government may direct.
6. Unless prohibited by state law, upon request by the federal government, Contractor must indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor must indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agents of the federal government.
7. Nothing contained in this clause on rights in data will imply a license to the federal government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the federal government under any patent.
8. Data developed by Contractor and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein provided that Contractor identifies those data in writing at the time of delivery of the Contract work.
9. Contractor must include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Q. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES: Contractor must comply with the following:

1. **FLOW DOWN:** The requirements of this Section Q apply to Contractor as the first-tier service contractor. The provisions of this Section Q do not flow down to subcontractors.
2. Contractor must comply with 49 U.S.C. § 5323(m) and FTA’s implementing regulation at 49 C.F.R. Part 663. Contractor must comply with the Buy America certification(s) submitted with its Bid. Contractor will participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. Part 663 and related FTA guidance.



3. For more information about pre-award and post-delivery audit requirements, please go to FTA's Buy America page on its website.

R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS: Contractor must at all times comply with the following requirements:

1. **FLOW DOWN:** The requirements of this Section R apply to Contractor and its subcontractors at every tier if the relevant subcontract involves the making, presenting, or submitting of covered claims and statements. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors comply with this Section R.
2. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. § 3801 *et seq.*) and U.S. DOT regulations, "Program Fraud Civil Remedies" (49 C.F.R. Part 31) apply to its actions pertaining to the Contract. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the federal government deems appropriate.
3. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor to the extent the federal government deems appropriate.
4. Contractor must include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. Contractor must not modify the clauses except to identify the subcontractor who will be subject to the provisions.

S. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS: Contractor must comply with the following:

1. **FLOW DOWN:** The requirements of this Section S apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section S.
2. Contractor must comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):



- a. **U.S. DOL Certification:** Under this Contract or any amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- b. **Special Warranty:** U.S. DOL will provide a Special Warranty for the award associated with the Contract. The U.S. DOL Special Warranty is a condition of the Contract.
- c. **Special Arrangements:** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractor in its provision of public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated into the Contract as required.

T. RECYCLED PRODUCTS: Contractor must comply with the following:

1. **FLOW DOWN:** The requirements of this Section T apply to Contractor and its subcontractors at every tier if the subcontract involves the purchase of EPA-designated items valued at \$10,000 or more. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors comply with this Section T.
2. Contractor will provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6962) and EPA, "Comprehensive Procurement Guideline for Products Containing Recovered Materials" (40 C.F.R. Part 247).

U. SAFE OPERATION OF MOTOR VEHICLES: Contractor must at all times comply with the following requirements and include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section U apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section U.
2. **SEAT BELT USE:** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or VTA.
3. **DISTRACTED DRIVING:** Contractor must adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver



(a) owns, leases, or rents; (b) a vehicle Contractor owns, leases, or rents; or (c) a privately-owned vehicle when on official business in connection with the work performed under the Contract.

V. SCHOOL BUS OPERATIONS: Contractor must comply with the following:

1. **FLOW DOWN:** The requirements of this Section V apply to Contractor as the first-tier service contractor.
2. Contractor will comply with 49 U.S.C. 5323(f) and 49 C.F.R. Part 604 and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f);
 - b. FTA regulations, “School Bus Operations,” 49 C.F.R. Part 605;
 - c. Any other federal school bus regulations; or
 - d. Federal guidance, except as FTA determines otherwise in writing.
3. If Contractor violates this Section V, FTA may:
 - a. Bar Contractor from receiving federal assistance for public transportation; or
 - b. Require Contractor to take such remedial measures as FTA considers appropriate.
4. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally funded equipment, vehicles, or facilities.
5. Contractor must include the substance of this clause in each subcontract under the Contract that may operate public transportation services.

W. SEISMIC SAFETY: Contractor must comply with the following:

1. **FLOW DOWN:** The requirements of this Section W apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section W.
2. Contractor must design and construct any new building or additions to existing buildings in accordance with the standards for Seismic Safety required in DOT Seismic Safety Regulations at 49 C.F.R. Part 41 and certify to compliance to the extent required by the regulation. Contractor must ensure that all work performed under the Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued under the Contract.



X. SUBSTANCE ABUSE REQUIREMENTS: Contractor must comply with the following:

1. **FLOW DOWN:** The requirements of this Section X, along with VTA's Drug and Alcohol Policy, apply to Contractor and its subcontractors at every tier that require the performance of a safety-sensitive function. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors comply with this Section X.
2. Contractor must establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655; produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655; and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California or VTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.
3. **CERTIFICATION:** Contractor must certify annually its compliance with 49 C.F.R. Part 655 before December 15 and submit the Management Information System (MIS) reports before March 10 to:

Linda Durham
Sr. Human Resources Analyst
3331 North First Street-Building B1, San Jose, CA 95134

To certify compliance, Contractor must use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Y. TERMINATION: Contractor must comply with the termination provisions set forth elsewhere in the Contract. The requirements of this Section Y apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section Y.

Z. DISPUTES, BREACHES, AND DEFAULTS: Contractor must comply with the following:

1. **FLOW DOWN:** The requirements of this Section Z apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section Z.
2. **DISPUTES:** VTA and Contractor intend to resolve all disputes under the Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution



process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the VTA's and Contractor's organization. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Pending final settlement of any dispute, the parties must proceed diligently with the performance of the Contract and in accordance with VTA's direction or decisions made thereof.

3. **PERFORMANCE DURING DISPUTE:** Unless otherwise directed by VTA, Contractor must diligently continue performance under the Contract while matters in dispute are being resolved.
4. **REMEDIES:** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by VTA or Contractor will constitute a waiver of any right or duty afforded any of them under the Contract or constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed in writing.

AA. SPECIAL U.S. DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS: Contractor agrees to the following:

1. **FLOW DOWN:** The requirements of this Section AA apply to Contractor and its subcontractors performing construction work at every tier. Contractor is responsible for ensuring that all applicable lower tier contractors and subcontractors comply with this Section AA.
2. Contractor must comply with:
 - a. U.S. DOL regulations set forth in 41 C.F.R. Part 60-4; Executive Order 11246 "Equal Employment Opportunity," as amended (including by Executive Order 11375); and 42 U.S.C. § 2000 (e) note;
 - b. The equal opportunity clause set forth in 41 C.F.R. § 60-1.4(b), which is incorporated herein by reference pursuant to 41 C.F.R. § 60-1.4(d); and
 - c. The "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)" set forth in 41 C.F.R. § 60-4.3, which specifications are attached hereto (if applicable).

BB. CONFORMANCE WITH I.T.S. NATIONAL ARCHITECTURE: Contractor agrees to the following:

1. **FLOW DOWN:** The requirements of this Section BB apply to Contractor and its subcontractors performing ITS project work at every tier. Contractor is responsible for



ensuring that all relevant lower tier contractors and subcontractors comply with this Section BB.

2. Except as otherwise permitted or determined by FTA in writing, Contractor must conform to the National Intelligent Transportation Systems ("ITS") Architecture and Standards of 23 U.S.C. § 517(d), as amended by MAP-21.
3. Contractor must comply with FTA Notice, "Federal Transit Administration National ITS Architecture Policy on Transit Projects," 66 FR 1455, January 8, 2001, and all other applicable federal guidance.

CC. ADA ACCESS: Contractor agrees to the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section CC apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section CC.
2. Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended (42 USC § 12101 et seq.); section 504 of the Rehabilitation Act of 1973, as amended; 29 USC § 794; 49 USC § 5301(6); 49 CFR Parts 27, 37, 38, and 39 and any implementing requirements and regulations FTA may issue. These regulations provide that no handicapped individual, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this contract.

DD. CHANGES: Contractor must at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section DD apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section DD.
2. Contractor must at all times comply with all applicable FTA regulations, policies, procedures, and directives including, without limitation, those listed directly or by reference in the Master Agreement between VTA and FTA as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to comply will constitute a material breach of the Contract.

EE. NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.

Contractor agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of (i) any current or prospective legal matter



that may affect the federal government, including but not limited to, a major dispute, breach, default, litigation, or naming the federal government as a party to litigation or a legal disagreement in any forum for any reason, or (ii) any matters that may affect the federal government, including but not limited to, the federal government's interests in the Federal Award supporting this Contract, this Contract and any amendments thereto, or the federal government's administration or enforcement of federal laws, regulations, and requirements.

Contractor further agrees to promptly notify the FTA Chief Counsel, the FTA Regional Counsel for FTA Region IX, and the U.S. DOT Office of Inspector General if it has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA, including but not limited to knowledge that a person has or may have (i) submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or (ii) committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation, embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

Contractor further agrees to promptly notify VTA of any matter described above that relates to this Contract or any other federally assisted agreement between the Contractor and VTA.

"Knowledge," as used in this section includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, probable cause that could support a criminal indictment, or any other credible information in the Contractor's possession.

"Promptly," as used in this section, means to refer information without delay and without change.

Contractor agrees to include the above clause in all subcontracts entered into for the performance of this Contract. It is further agreed that the above clause may not be modified except to identify the subcontractor who will be subject to its provisions..

FF. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT: Contractor represents that neither Contractor nor its subcontractors will provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act,



in the performance of this Contract. "Covered telecommunications equipment or services" means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment listed in (1) or (2); or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. 52.204–25, subpart (a).

GG. VETERANS PREFERENCE: To the extent practicable, Contractor agrees that it and its subcontractors:

- a. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the requisite skills and abilities to perform the construction work required under a third-party contract in connection with a capital project supported with funds appropriated or made available for 49 U.S.C. chapter 53; and
- b. Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

HH. DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the Contractor should, to the greatest extent practicable under this Contract and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor must include this requirement in agreements with subcontractors, including all contracts and purchase orders for work or products under this Contract.



II. INCORPORATION OF FTA TERMS: Contractor must at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section II apply to Contractor and its subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors comply with this Section II.
2. The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth herein. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F and the Master Agreement or any revision thereto, are hereby incorporated by reference and made a part of the Contract, except to the extent FTA determines otherwise in writing. Anything to the contrary herein notwithstanding, all FTA-mandated terms are deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor must not perform any act, fail to perform any act, or refuse to comply with any VTA requests that would cause VTA to be in violation of any FTA terms and conditions.