



## REQUEST FOR PROPOSALS

to provide

### VINE BUS MAINTENANCE FACILITY MOVING AND SITE CLEANUP SERVICES

**RFP No. 24-R01**

Dear Proposers:

The Napa Valley Transportation Authority (NVTA) is issuing a Request for Proposals (RFP) for VINE BUS MAINTENANCE FACILITY MOVING AND SITE CLEANUP SERVICES. NVTA invites qualified entities or individuals that possess qualifications, experience and knowledge to submit a proposal.

Any contract to be awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above).

To obtain a full copy of the RFP, please contact NVTA office at (707) 259-8780 or download the document in PDF format from our website [www.nvta.ca.gov/procurement-opportunities](http://www.nvta.ca.gov/procurement-opportunities). All inquiries pertaining to this RFP should be emailed to Antonio Onorato, Director of Administration, Finance, and Policy at [anonorato@nvta.ca.gov](mailto:anonorato@nvta.ca.gov), and Rebecca Schenck, Manager - Public Transit at [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov). Response to all questions submitted will be answered in accordance with the Procurement Schedule for this RFP.

**Proposals must be received no later than 2:00 PM (local), on January 19, 2024.**

Late proposals will not be considered.

Proposals will be accepted either by hand delivery or by mail addressed as follows:

Kate Miller  
Executive Director  
Napa Valley Transportation Authority  
625 Burnell Street.  
Napa, CA 94559

RFP No. 24-R01

All correspondence and transmittals should be complete, sealed, and clearly marked as “**Proposal Submittal RFP No. 24-R01**” and should indicate the date and time of RFP closing. The Proposer shall submit their proposal by means of ELECTRONIC MAIL to [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov).

We look forward to receiving your proposal.

Sincerely,

[Kate Miller \(Jan 4, 2024 16:45 PST\)](#)

KATE MILLER  
Executive Director



# REQUEST FOR PROPOSALS

to provide

## VINE BUS MAINTENANCE FACILITY MOVING AND SITE CLEANUP SERVICES

**RFP No. 24-R01**

Issued by:

Napa Valley Transportation Authority

January 04, 2024


### RESPONSES DUE:

**2:00 PM (PST/local), on January 19, 2024**

**Napa Valley Transportation Authority**

by electronic mail to: [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov)

Release of RFP authorized by:

  
[Kate Miller \(Jan 4, 2024 16:45 PST\)](#)

January 4, 2024

KATE MILLER, Executive Director

Date

## PROCUREMENT SCHEDULE

Issue Date	January 4, 2024
<b>Pre-Proposal Conference &amp; Site Visit</b>	<b>January 10, 2024, 10:00AM (PST/local)</b>
<b>Deadline for Submitting Written Questions</b>	<b>January 11, 2024, by 5:00PM (PST/local)</b>
Answers to Written Questions Posted	January 16, 2024
<b>Deadline for Proposal Submittal</b>	<b>January 19, 2024, 2:00PM (PST/local)</b>
Interviews (tentative)	n/a
Final Selection	Week of January 22, 2024
Award Contract	Week of January 26, 2024

### Request for Proposal

## VINE BUS MAINTENANCE FACILITY MOVING AND SITE CLEANUP SERVICES

RFP No. 24-R01

### SECTION I – INTRODUCTION

The Napa Valley Transportation Authority (NVTA) is a joint powers authority established in June of 1998 with members including the cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, and the County of Napa. The work activities of NVTA are defined by the joint powers agreement and overseen by the Board of Directors made up of elected officials from the respective member agencies, and an ex-officio member from the Paratransit Coordinating Council (PCC).

NVTA serves as the countywide transportation planning body for the incorporated and unincorporated areas within Napa County and is responsible for programming State and Federal funding for transportation projects within the county. NVTA is charged with coordinating short and long term planning and funding within an intermodal policy framework in the areas of highways, streets and roads, transit and paratransit, and bicycle improvements.

NVTA also operates the Napa Vine transit services. Napa Vine provides inter-county/city transit services between Napa Valley Cities, towns and the Counties of Sonoma, Solano, and Contra Costa. Napa VineGo is the companion paratransit service for Napa County's residents. In addition, the Vine suite of services includes American Canyon Transit, St. Helena Transit, the Yountville Trolley, City of Napa On-Demand service, and the Calistoga Shuttle. The fleet consists of 75 vehicles and provides roughly 1,000,000 trips per year prior to COVID (in Fiscal Year 2018-2019) and over 300,000 trips during COVID (in Fiscal Year 2020-2021).

The Napa Valley Transportation Authority (NVTA) is also the local transportation sales tax authority. NVTA is responsible for the oversight and administration of Measure T, the ½% sales tax for street and road improvements approved by the voters on November 6, 2012.

## SECTION II - INSTRUCTIONS TO PROPOSERS

### A. Pre-Proposal Conference

A non-mandatory pre-proposal conference with a site visit to the existing and new facilities will be held on January 10, 2024, from 10:00AM – 12:00 PM/Noon (PST/local), at the Existing Facility located at 720 Jackson Street, Napa, CA 94559.

***Attendance is not mandatory to submit a proposal.***

### B. Examination of Proposal Documents

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing the work identified in ATTACHMENT A, Scope of Work.

### C. Addenda/Clarifications

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested verbally at the pre-proposal meeting or in advance of the meeting in writing. This meeting is mandatory, all firms intending to propose are required to attend. ***All inquiries pertaining to this RFP should be emailed*** to Antonio Onorato, Director of Administration, Finance, and Policy at [anonorato@nvta.ca.gov](mailto:anonorato@nvta.ca.gov) and Rebecca Schenck, Manager – Public Transit at [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov) ***no later than 5:00PM (PST/local) on January 11, 2024.*** Response to all questions submitted by the January 11, 2024, 5:00PM (PST/local), deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal conference discussed above, and will also be posted on the NVTA website at [www.nvta.ca.gov](http://www.nvta.ca.gov). The subject line for questions submitted in writing should include reference to: “Questions - NVTA RFP No. 24-R01 VINE BUS MAINTENANCE FACILITY MOVING AND SITE CLEANUP SERVICES”.

### D. Proposal Submission

All proposal submittals shall be transmitted with a cover letter. The person authorized by the proposer/team to negotiate a contract with NVTA shall sign the cover letter and the letter shall include the name, title, address, email address and the telephone number of the individual to whom correspondence and other contacts should be directed during the proposer selection process. Address the cover letter as follows:

Kate Miller  
Executive Director  
Napa Valley Transportation Authority  
625 Burnell Street  
Napa, CA 94559

RFP No. 24-R07

The Proposer must submit one (1) electronic proposal in PDF format via electronic mail (email). If the proposal is too large to attach to an email, please provide a file transfer link in your email submission. The proposal shall be emailed to the Napa Valley Transportation Authority at [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov) prior to 2:00PM (PST/local), January 19, 2024

Proposers are responsible to check the NVTA website to obtain issued addenda.

Proposals shall be submitted by email only to [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov) with the subject titled:

**"Proposal Submittal – NVTA RFP No. 24-R01"**

***Proposals must be received no later than JANUARY 19, 2024, 2:00PM (PST/local).*** Late proposals will not be accepted.

A Proposer may object to a provision of the RFP on the grounds that it is biased, unduly restrictive or arbitrary or to the selection of a particular proposer on the grounds that NVTA procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Procurement Officer a written explanation of the basis for the protest:

1. Any protest alleging improprieties in a solicitation process or in solicitation documents must be filed in accordance with the time lines established by the NVTA Procurement Policy prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by NVTA. Any protest based on such grounds not timely filed will not be considered by NVTA.
2. Any protests regarding the evaluation of bids or proposals by NVTA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with NVTA in accordance with the timelines established by the NVTA Procurement Policy after the NVTA's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by NVTA.

All documents submitted as part of the proposal will be deemed confidential during the evaluation process. After the award of a contract, any material submitted by a proposer in response to this RFP is subject to public inspection under the California Public Records Act (Government Code

Sections 6250 et seq.) unless exempt by law. The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure.

#### **E. Withdrawal of Proposal Submittal**

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposal submittals as provided in this RFP by delivering to the Procurement Officer a written request for withdrawal signed by, or on behalf of, the Proposer.

#### **F. Rights of NVTA**

This RFP does not commit NVTA to enter into a contract, nor does it obligate NVTA to pay for any costs incurred in preparation and submission of the proposal or in anticipation of a contract.

NVTA may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer, and require additional evidence or qualifications to perform the Services described in this RFP.

NVTA, in its sole discretion, reserves the right to:

1. Reject any or all proposal submittals.
2. Issue one (1) or more subsequent RFPs.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the RFP process.
5. Approve or disapprove the use of particular sub proposers.
6. Negotiate with any, all, or none of the proposers responding to this RFP.
7. Award a contract to one or more proposers.
8. Waive informalities and irregularities in any proposal.

#### **G. Contract Type**

Proposers shall be prepared to accept the terms and conditions of NVTA's standard form contract included as ATTACHMENT C (NVTA Sample Professional Service Agreement (PSA) or Master Professional Services Agreement (MPSA)) hereto. If a proposer desires to take exception to the Agreement, the proposer shall provide the following information as a section of the proposal identified as "Exceptions to the Agreement":

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant Exhibits and Attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

The above factors will be taken into account during contract negotiations. Substantial exceptions to the Agreement may be determined by NVTA, at its sole discretion, to be unacceptable and NVTA will proceed with negotiations with the next highest ranking firm.

## **SECTION III - FORMAT AND CONTENT OF PROPOSAL**

### **A. FORMAT**

#### *1. Technical Proposal*

Technical Proposals shall be printed, bound and be: 1) as brief as possible, and 2) not include any irrelevant promotional material one (1) original proposal and one (1) on digital media (USB Flashdrive/CD) copy in PDF format of your RFP submittal.

#### INSTRUCTIONS TO PROPOSERS.

The Technical Proposal shall not exceed a total of the equivalent of thirty (30) single sided pages (15 double-side print pages) or less. RFP submittals must consist of letter-sized (8.5" x 11") pages, with the exception of no more than three (3) tabloid-sized (11"x 17") pages. Each tabloid-size page is considered one page for the total page count. Required forms under ATTACHMENT B are excluded from the total page count. Resumes shall be limited to two (2) letter-sized pages per key staff assigned to the project are also excluded from total page count. Loose-leaf or binder-clipped RFP submittals will not be accepted. Font size shall be at least 12 point.

The nature and form of response of the Technical Proposal submittal is at the discretion of those responding, but shall include, at a minimum, the information listed in Section B below.

### **B. COST PROPOSAL**

#### ***A Cost Proposal must be submitted.***

This section shall include a full description of the proposer's charges for carrying out the Scope of Work as described in this RFP. Charges should be structured so as to be clear and concise and easily understood. Minimum charges, show up time, and travel time should be clearly specified. Summary Cost Proposal Sheet (ATTACHMENT B – Required Forms) shall be completed and used as a cover page to Proposer's cost proposal.

The budget for the services to be provided as described in the scope of work in ATTACHMENT A shall not exceed \$60,000.

## C. CONTENT

Proposal content, clarity, and completeness are factors which will be considered in evaluating each proposal received in order to determine suitability of each proposer's capabilities. The entire length of the proposal document must be 30 pages or less and shall include:

- TITLE PAGE
- TRANSMITTAL LETTER
- EXECUTIVE SUMMARY
- PROPOSER BACKGROUND AND EXPERIENCE
- QUALIFICATIONS OF PROPOSER
- EXAMPLES OF PUBLIC SECTOR REPRESENTATION
- STAFFING AND ORGANIZATION
- COST PROPOSAL
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (Required forms provided under ATTACHMENT B and copies of current certifications are not incl. in 30-page or less limit)

### 1. TITLE PAGE

The title page should show the RFP title, the name of the proposer, name of a contact person, a local address, telephone number and the date.

### 2. TRANSMITTAL LETTER

A transmittal letter signed by an official authorized to contractually bind the proposer is required. The transmittal letter shall state that the **proposal shall be valid for a 90-day period** and should include the name, title, address, telephone number and email address of the individual to whom correspondence and other contacts should be directed during the proposer selection process.

Address the cover letter as follows:

Kate Miller  
Executive Director  
Napa Valley Transportation Authority  
625 Burnell Street  
Napa, CA 94559  
RFP 24-R01

### 3. EXECUTIVE SUMMARY

This section should be limited to a brief narrative highlighting and summarizing the proposal. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken.



4. PROPOSER BACKGROUND AND EXPERIENCE

A minimum one (1) page description of the proposer's background and relevant public sector representation experience with no more than three (3) references within the past five (5) years. Include the name of the contact person, agency for whom the work was performed, telephone and fax numbers and the year in which the work was completed.

References may or may not be contacted.

5. EXAMPLES OF PUBLIC SECTOR REPRESENTATION

This part of the proposal shall contain a description of matters where the Proposer performed work for a public entity, preferably in California. The Proposer shall relate how it perceives its role in carrying out the responsibilities required by this RFP.

6. STAFFING AND PROJECT ORGANIZATION

This section should identify key personnel who will be assigned to work with the NVTA and their experience.

List any present activities and job commitments and potential or real conflicts of interest.

7. COST PROPOSAL

Provide a cost proposal for services to be rendered to NVTA for performance of the scope of work attached hereto.

The budget for the services to be provided as described in the scope of work in ATTACHMENT A shall not exceed \$60,000.

8. EXCEPTIONS TO THE AGREEMENT

This section shall include any exceptions the proposer has taken to ATTACHMENT C – NVTA Sample Professional Service Agreement (PSA) or Master Professional Services Agreement (MPSA).

9. APPENDICES

Under this section, proposers shall provide all required forms, legal documents and compliance reports, including DBE, Lobbying, Disbarment, as well as a current copy of their CA State Business license, Department of Industrial Relations (DIR) license, California State Licensing Board (CSLB) etc. These documents are not part of the 30-page limitation.

## **SECTION IV - SCOPE OF SERVICES TO BE PROVIDED**

The work to be performed under contract based on this RFP is described in the Scope of Work attached hereto as ATTACHMENT A and hereby incorporated herein.

## **SECTION V - REQUIRED QUALIFICATIONS**

The NVTA seeks a motivated, skilled and enthusiastic professional team to be accountable and deliver innovative, high quality professional services. Proposers responding to this RFP will be expected to demonstrate that they have substantive practical experience and expertise in the following areas:

1. Provide evidence with references of similar projects completed within the last five (5) years.
2. Proposer and its sub-contractor(s) must be licensed by the State of California. Proposers must possess all required licenses, including Contractors License issued by the Contractor's State License Board, be registered with the California Department of Industrial Relations, be authorized to conduct business in the State of California by the California Secretary of State, and possess all applicable license to perform the services requested in this RFP.
3. Proposer and its sub-contractor(s) must not be the subject of disciplinary action by any State of California regulatory or licensing agency.

Please provide specific reference information on each of the areas listed above. The Proposer will work under the direction of NVTA's Executive Director and any assigned NVTA Program Manager.

## **SECTION VI - EVALUATION AND QUALIFICATIONS**

### **A. *Evaluation Method***

NVTA will review and evaluate all proposals deemed responsive to this request in accordance with NVTA's Procurement Policies and Procedures Manual. Each of the proposers will be ranked based on the criteria listed in this section.

### **B. *Final Selection Determination***

Following the analysis of the written proposals and possible follow up discussions, NVTA will enter into negotiations with the highest ranked firm. If negotiations with this firm are ultimately unsuccessful, or if the firm declines the work offered, then negotiations will proceed with the second highest ranked firm from the proposal list, and so forth until a firm is selected.

**C. Contract Negotiation**

Upon conclusion of the interviews, if any, and best and final offer, if any, NVTA will enter into contract negotiations with the finalist(s). The final negotiated contract will be submitted to the NVTA Board for approval, if applicable.

**D. Evaluation and Scoring Criteria**

The Evaluation Selection Recommendation Committee (ESRC), which may be made up of staff from NVTA, and other outside agencies, will review the proposals submitted. They will establish a short list of pre-qualified firms based on pre-established review criteria and interview the firms, if necessary. The individual or composite rating prepared by the ESRC will not be revealed prior to contract award.

The product of the selection process will be to award a contract with the top ranked firm, as recommended by the ESRC. The following criteria and point system will be used to evaluate the RFP:

<b>CRITERIA</b>	<b>WEIGHT %</b>
<i>Firm , Entity or Individual Background and Experience</i>	30
<i>Understanding of Work to be Done</i>	10
<i>Qualifications of Proposer</i>	30
<i>Cost</i>	30
<b>TOTAL</b>	<b>100</b>

After initial evaluation of the proposals, NVTA may, at its discretion, hold interviews with the top ranked proposers. Each interview will be no more than 60 minutes, with the proposer’s presentation limited to not more than 20 minutes. Any areas of specific concern will be identified before the interview. NVTA reserves the right to award a contract based solely on written proposals and not conduct oral interviews.

## **SECTION VII – PREVAILING WAGES; FEDERAL LABOR STANDARDS**

The successful proposer who is awarded this project will be required to comply with all applicable provisions of the State labor codes, including all prevailing wage requirements of State of California Department of Industrial Relations. Contractor is required to pay the prevailing wage rate as determined by the Labor Statistics and Research Division of the California State Department of Industrial Relations. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

In accordance with Labor Code Section 1770 et seq., the Project is a "public work". The successful Contractor and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages.

## **SECTION VIII – SAFETY AND SECURITY**

The Contractor shall be responsible for securing any equipment staged at the site. All equipment or materials not able to be staged near the site area shall remain off-site and in a Contractor controlled facility that is not owned or controlled by NVTA.

## **SECTION IX - NON-DISCRIMINATION**

Proposers shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above), in the performance of NVTA contracts. Proposers and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Proposers shall include the non-discrimination and compliance provisions of the above clause in all subcontracts to perform work under this contract.

## **SECTION X - LEVINE ACT**

Proposers will be required to disclose on the record any contribution of more than \$250 which they have made to an NVTA Board Member within the twelve-month period preceding the submittal deadline of this RFP, and within the twelve-month period preceding any subsequent procurement based on this RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to NVTA Executive Director. This information will need to be provided before the NVTA can approve any contract.

## **SECTION XI - DISADVANTAGED BUSINESS ENTERPRISE**

NVTA has adopted a Disadvantaged Business Enterprise (DBE) Policy, pursuant to which the NVTA encourages all prime proposers to utilize qualified DBE sub proposers on NVTA projects, NVTA promotes the direct purchase of goods from qualified DBEs by utilizing DBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, NVTA seeks the utilization of qualified DBEs when such DBEs are available. All prime proposers are required to report on DBE usage during the term of each contract. For instructions and forms, see ATTACHMENT B.

For purposes of NVTA's DBE Policy, a DBE shall be a "Disadvantaged Business" within the meaning of 13 CFR Part 121 and California Government Code Section 14837. In the event that the NVTA's DBE Policy conflicts with any Federal, State or other funding source's programs, policies, regulations or requirements, NVTA shall make the DBE Policy consistent with said funding source's programs, policies, regulations and requirements to the extent permissible by law. NVTA's DBE Policy is neutral as to race, ethnicity, national origin, age, sex, religion, sexual orientation and other protected classes.

The DBE goal for this contract is 0%. NVTA's overall annual DBE goal is 2.6%

## **SECTION XII - INDEMNIFICATION AND INSURANCE REQUIREMENTS**

Insurance requirements for this project are set forth in ATTACHMENT C, NVTA Sample Professional Service Agreement for Services, Section 7 – Insurance and Section 8 – Hold Harmless / Defense / Indemnification.

---

All inquiries pertaining to this RFP should be emailed to Antonio Onorato, DAF&P, at [aonorato@nvta.ca.gov](mailto:aonorato@nvta.ca.gov) and Rebecca Schenck, MPT, at [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov) in accordance with the procurement schedule. Responses to all questions submitted by the question deadline that may have a material impact on the proposal will be posted on the NVTA website: [www.nvta.ca.gov](http://www.nvta.ca.gov).

Late proposals will not be considered.

Proposals will be accepted either by hand delivery or by mail addressed as follows:

Kate Miller  
Executive Director  
Napa Valley Transportation Authority  
625 Burnell Street.  
Napa, CA 94559  
RFP 24-R01

Attachments follow.

## ATTACHMENT A

### Napa Valley Transportation Authority Scope of Work Vine Bus Maintenance Facility Moving and Site Cleanup Services

The Napa Valley Transportation Authority (NVTA) is seeking proposals from qualified firms to provide services to organize, pack and move items from its Existing Maintenance Facility at 720 Jackson Street Napa, CA 94558 to a New Bus Maintenance Facility at 96 and 101 Sheehy Court Napa, CA 94558, approximately seven miles south.

The following is an outline of the proposed work and delivery schedule:

Twenty-one (21) Days Before Moving Weekend: Move all nonessential items from the Existing Maintenance Facility to the New Maintenance Facility. Nonessential items generally consist of maintenance parts and files stored in the Storage Building, Parts Storage, File Storage, Bus Wash, and Temporary Trailer as identified in Attachment 1.

Three (3) Day Moving Weekend: Move all essential items over a three-day period on one of the two weekends identified below from the Existing Maintenance Facility to the New Maintenance Facility. The essential items include all items in the Office Trailer and Existing Facility Maintenance Bays identified for moving in Attachment 1. Some shelving units and tanks will remain on site and will be identified as such by NVTA staff prior to the moving weekend.

No later than sixty (60) days after the Moving Weekend: Completion of building demolition and disposal and site clean-up at the Existing Maintenance Facility shall include disposal of the Bus Wash Parts, Office Trailer and Temporary Trailer and general site cleanup including garbage and debris removal. The Bus Wash Building, complete with electrical, water and sewer service shall remain in place. Only the interior bus wash parts need to be disconnected and removed.

#### **General Requirements**

The Moving Company will be required to pack up parts, label as needed, detach/reattach, assemble/disassemble, takedown/setup furniture and equipment if needed for transport/moving. All materials to be provided by the Moving Company (i.e. boxes/bins/crates, carts, packing protection, etc.)

The scope of work must be completed within EIGHTY-FOUR (84) calendar days after the issuance of the contract Notice to Proceed. The work consists of three phases 1) Organization, pack and move of nonessential items from the current facility to the new facility over 21 calendar days; 2) Move essential items over the three day period **February 17, 18 and 19, 2024 OR March 16, 17, and 18, 2024, at NVTA's discretion**, with daily hours being limited to 7:00AM to 10:00PM (PST/local) over the three-day period and 3) Cleanup of the existing site over the remaining 60 days.

Moving essential items does not include moving buses which will be handled by the transit operations staff over the three-day weekend. It also does not include moving of any IT Equipment or copiers which will be moved by transit operations staff.

NVTA owned moving equipment, i.e. forklift, may be provided for temporary use on-site by the Moving Company to assist with on- or offloading of equipment. Moving Company staff must be certified and present a valid California Forklift Certification prior to operation of the equipment.

### **Scope of Work**

This Scope of Work is intended as a guide for the Moving Company

#### **Task 1 Project Management**

- Pre-move kick-off meeting to discuss concepts and needs for Tasks 2-4. The in-person meeting will be held at 625 Burnell Street on a date mutually agreed upon by both parties.
- Moving plan –14 days prior to any contract related activities, contractor shall submit a moving plan for approval by NVTA.
- Conduct weekly progress meetings with the NVTA project team through the duration of the contract.

#### **Task 2 Moving Non-essential Items**

There are items at the Existing Maintenance Facility that are not needed daily and have been deemed non-essential. For easy identification, those items have been moved into the Storage Building, Parts Storage, File Storage, Bus Wash, and Temporary Trailer (Attachment 1). All non-essential items shall be relocated from their existing location in the Existing Maintenance Facility to the New Maintenance Facility (Attachment 2) as specified in Table 1 below.

*Table 1: Nonessential Locations*

<b>Existing Facility Location</b>	<b>New Maintenance Facility</b>
Storage Building	Maintenance Building: Tire Shop/Storage
Parts Storage and Temporary Trailer	Maintenance Building: Parts Room
Bus Wash Building	Bus Wash
File Storage	Operations Building: Storage

### Task 3 Moving Essential Items

Moving of essential items will occur over the three-day period of **February 17, 18 and 19, 2024 OR March 16, 17 and 18, 2024**, with daily hours being limited to 7:00AM to 10:00PM (PST/local) over the three-day period. The exact weekend will be chosen by NVTA prior to contract execution and NVTA reserves the right to change the weekend due to unforeseen circumstances up until contract execution Attachments 3 and 4 provide a more detailed floor plan of the two areas where essential items are stored in the Office Trailer and Maintenance Bays.

All essential items shall be relocated from their existing location in the Jackson Street Facility to their new location at the Sheehy Court Facility as specified in Table 2 below.

Table 2: Essential Locations

Existing Facility Location	New Facility Location
Office Trailer: Safety Manager	Operations Building: Safety and Training Manager
Office Trailer: Dispatch	Operations Building: Dispatch
Office Trailer: General Manager	Operations Building: General Manager
Office Trailer: HR	Operations Building: HR
Office Trailer: Supervisors	Operations Building: Supervisors
Maintenance Bays: Maint. Supervisor	Maintenance Building: Maint. Supervisor
Maintenance Bays: Operations Manager	Maintenance Building: Operations Manager
Maintenance Bays: Parts Storage	Maintenance Building: Parts Storage
Maintenance Bays: Maintenance Bays	Maintenance Building: Maintenance Bay 1

### Task 4 Site Cleanup

Demolish and dispose of the Bus Wash parts, Temporary Trailer and a Office Trailer (12 ft wide and 60 feet long). In addition, dispose of all remaining garbage and debris in the Storage Building, Maintenance Bays and all outside areas within the Site Boundary. All pavement within the Site Boundary should be pressure washed and all areas inside the Storage Building and Maintenance Bays should be swept clean of all debris.

Site cleanup does not include removal of fluids oil, gasoline, etc. Removal of fluids will be handled by a separate contractor. However, runoff generated from pressure washing activities shall be collected and disposed of appropriately and not allowed to run into the City of Napa stormwater system.



**Other** The Moving Company shall be aware of the following responsibilities and/or requirements:

- Moving Company shall be responsible to remove bolts or free anchored equipment /machinery necessary in order to move the equipment.
- Moving Company shall be responsible to move all tires stored in the existing facility to the new facility.
- Recycling bins/containers owned by the City Waste Management Department will be removed prior to established moving date.
- Majority of buses/fleet currently placed in the existing yard will be moved by NVTa or their Contractor prior to the established moving date. Vehicles are not to be moved by the Moving Company.
- Moving Company will be responsible for moving the contents of the storage container to the new facility. Storage containers are to remain on-site.
- Hazardous material, such as gas, oils, propane bottles etc. will be moved by NVTa and/or their Contractor.
- The Bus Wash Station building, plumbing and utility lines remain; the equipment rails, brushes, etc. of the Bus Wash Station are to be removed and disposed of by the Moving Company.
- Electricity will be in part available for use to the Moving Company.
- Moving Company is responsible to move all contents (files, furniture etc.) in the Office Trailer to the new facility. IT equipment such as monitors, desktops, printers, routers, phones, copiers etc. will **not** be moved by the Moving Company.
- Moving Company will be responsible to move and dispose of any appliances, with the exception of vending machine equipment, located in the Maintenance Bay Facility.
- Moving Company will be responsible to move contents in the bays.
- Moving Company will be responsible to remove and dispose of Office Trailer, its structure, metal ADA and/or access ramp. See Attachment 5 for Copy of Certificate of Title attached.
- City of Napa will be responsible for disconnecting **all** utilities.

It is NVTa's intention to contract for a "turnkey" solution type of moving or relocation services to be provided. Moving Company is not prohibited from sub-contracting services to submit a proposal.

### **Timeline**

1. Non-mandatory Pre-Proposal meeting and site tour Wednesday, January 10, 2024, at 10:00 AM (PST/local).
  - Meeting Point: Existing Facility (Transit Maintenance Yard), Front Gate, 720 Jackson Street, Napa, CA 94558; and afterwards drive
  - to 96 and 101 Sheehy Court Napa, CA 94558 (New Facility)

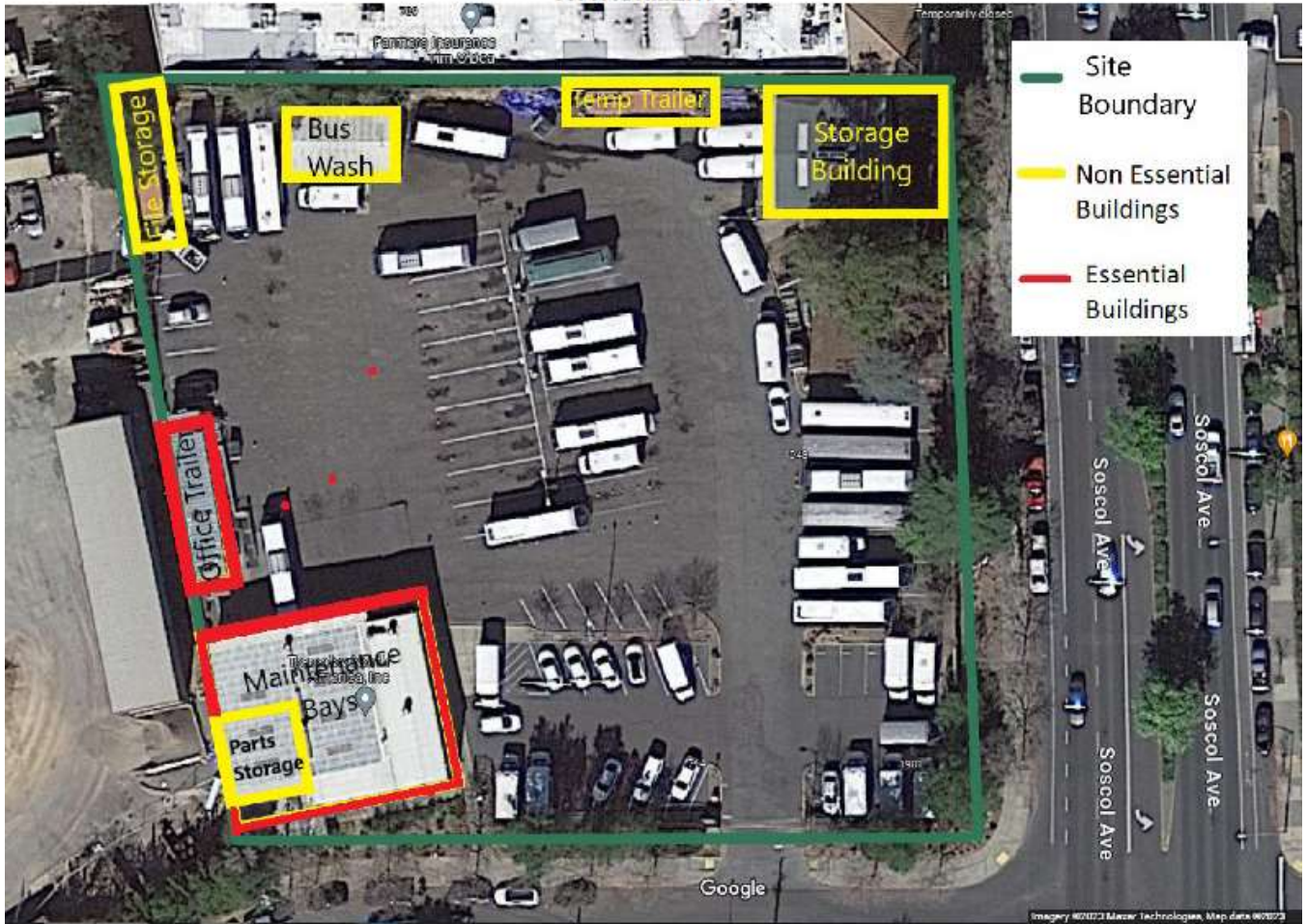
Expect the pre-proposal meeting to last up to two (2) hours due to the travel between sites. No parking is allowed at the facility at 720 Jackson Street. Street Parking is available along Jackson Street and Soscol Ave, but plan on arriving early to look for parking.

NVTA's new facility on Sheehy Court is currently under construction and appropriate personal protective equipment is required to enter the site. Please supply your own protective/safety equipment (hardhat, construction vest, and closed toed footwear).

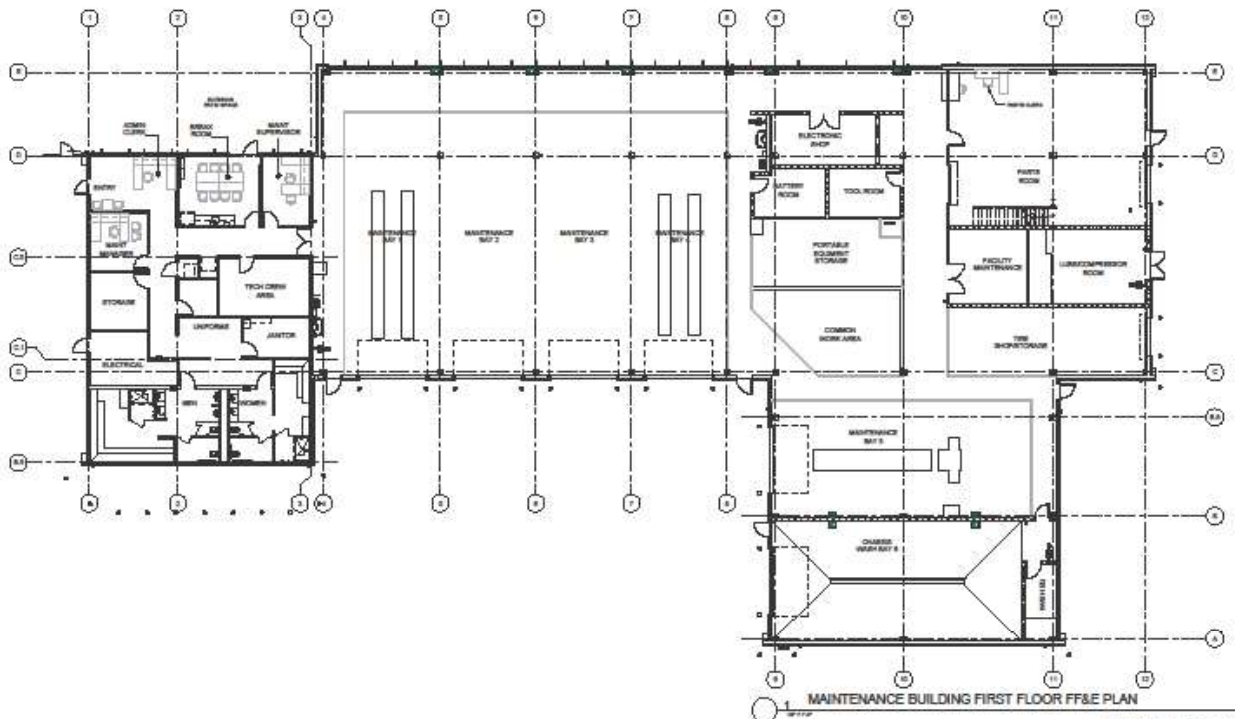
Proposals shall be submitted electronically to [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov) by by 2:00PM (PST/local) Friday - January 19, 2024, for the Vine Bus Maintenance Facility Moving and Site Cleanup Services. with the subject titled:

**"Proposal Submittal – NVTA RFP No. 24-R01"**

ATTACHMENT 1



ATTACHMENT 2



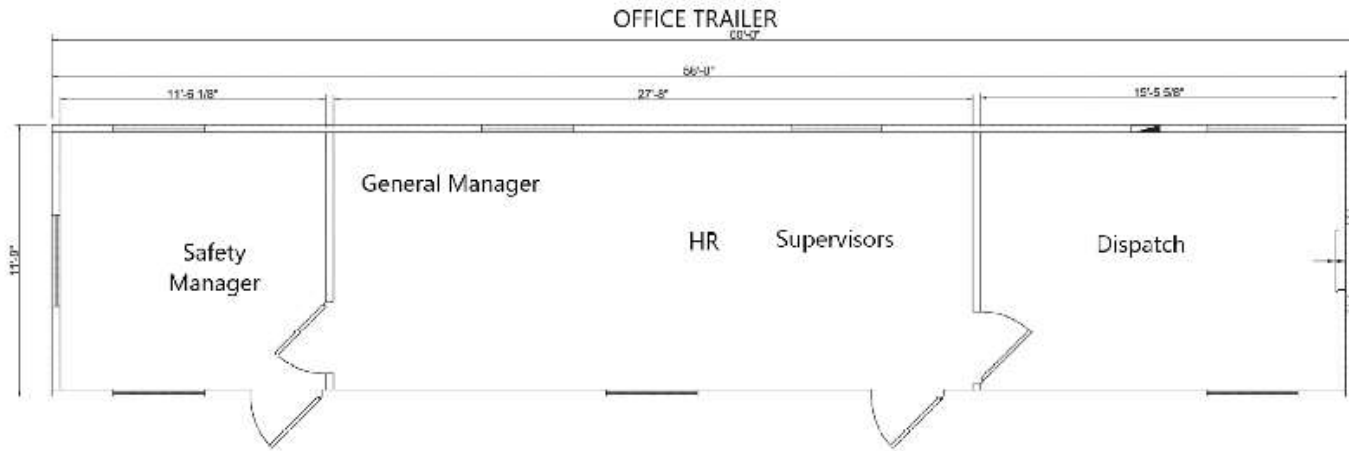
MAINTENANCE BUILDING FIRST FLOOR FF&E PLAN

FOR REFERENCE ONLY  
FFE NOT IN CONTRACT

<table border="1"> <tr> <th>NO.</th> <th>REVISION/DESCRIPTION</th> <th>DATE</th> <th>BY</th> <th>APP'D</th> </tr> <tr> <td>1</td> <td>ISSUED FOR PERMIT</td> <td>01/15/2014</td> <td>STANTOC</td> <td>STANTOC</td> </tr> <tr> <td>2</td> <td>ISSUED FOR PERMIT</td> <td>01/15/2014</td> <td>STANTOC</td> <td>STANTOC</td> </tr> <tr> <td>3</td> <td>ISSUED FOR PERMIT</td> <td>01/15/2014</td> <td>STANTOC</td> <td>STANTOC</td> </tr> <tr> <td>4</td> <td>ISSUED FOR PERMIT</td> <td>01/15/2014</td> <td>STANTOC</td> <td>STANTOC</td> </tr> </table>		NO.	REVISION/DESCRIPTION	DATE	BY	APP'D	1	ISSUED FOR PERMIT	01/15/2014	STANTOC	STANTOC	2	ISSUED FOR PERMIT	01/15/2014	STANTOC	STANTOC	3	ISSUED FOR PERMIT	01/15/2014	STANTOC	STANTOC	4	ISSUED FOR PERMIT	01/15/2014	STANTOC	STANTOC	<p><b>Stantec</b> A PROFESSIONAL ARCHITECTURAL FIRM</p>	<p><b>NVTA</b> NORTH VEGAS TRUCK AND TRAILER CENTER FLEET MAINTENANCE AND OPERATIONS FACILITY 3630 S. SANDY CREEK AVENUE</p>	<p>100% CONSTRUCTION DOCUMENTS</p> <p>MAINTENANCE BUILDING FFE PLAN</p> <p>A-811</p> <p>11/14/2013</p>
NO.	REVISION/DESCRIPTION	DATE	BY	APP'D																									
1	ISSUED FOR PERMIT	01/15/2014	STANTOC	STANTOC																									
2	ISSUED FOR PERMIT	01/15/2014	STANTOC	STANTOC																									
3	ISSUED FOR PERMIT	01/15/2014	STANTOC	STANTOC																									
4	ISSUED FOR PERMIT	01/15/2014	STANTOC	STANTOC																									

NVTA FLEET MAINTENANCE AND OPERATIONS FACILITY

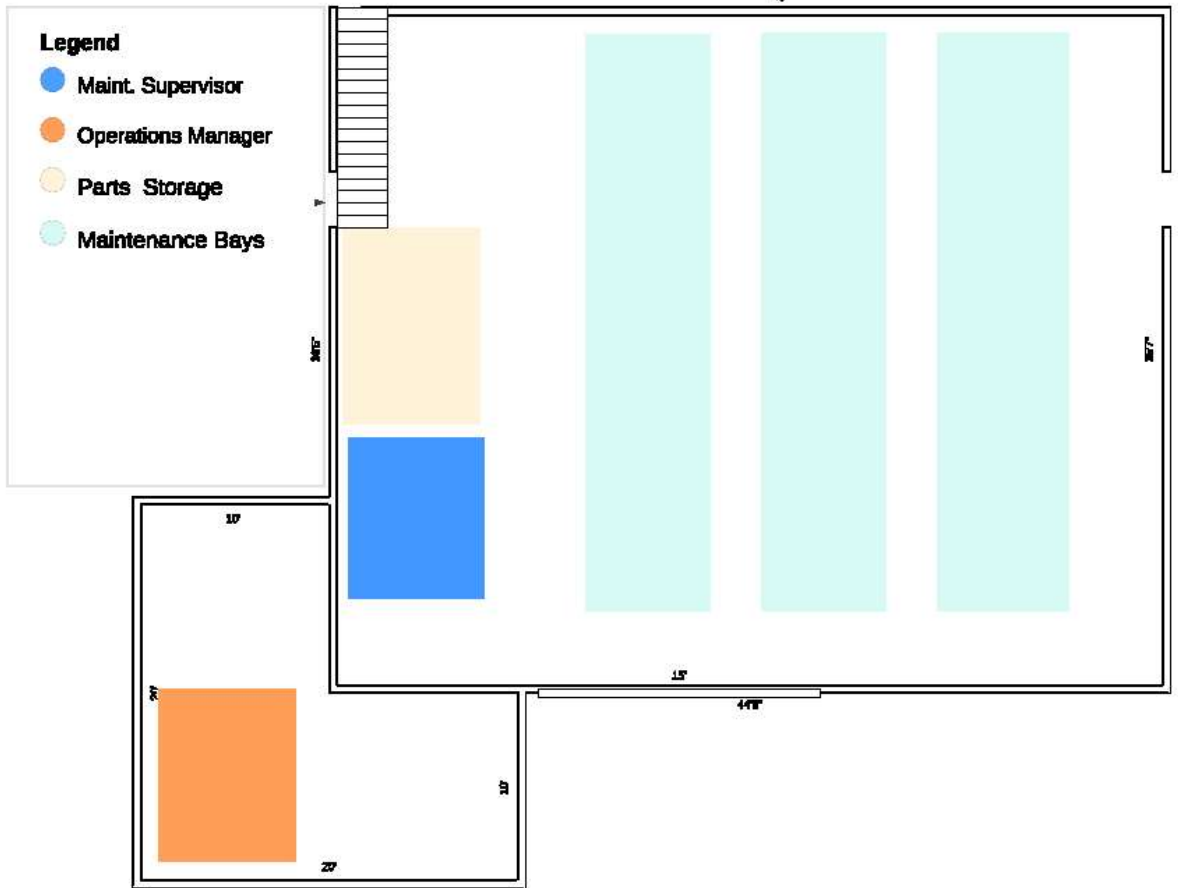
ATTACHMENT 3



ATTACHMENT 4

Maintenance Bays

Reliance Schools | September 18, 2025



Attachment 5

**STATE OF CALIFORNIA**

BABY BUS TRAILER  
900

**54001110784**      **CERTIFICATE OF TITLE**

**TRAILER**      **PERM EXEMPT**

VEHICLE ID NUMBER: **CA810287**      YR MODEL MAKE: **0000 SPCN**      PLATE NUMBER: **3Z8075**

UNLADEN WEIGHT: **1 00400**      FUEL: **0**      TRANSFER DATE: **11/05/01**      FEES PAID: **NONE**      REGISTRATION EXPIRATION DATE: **12/31/2099**

BODY TYPE MODEL: **CARRIER**      YR 1ST SOLD:      CLASS: **AD**      YR: **1997**      MO: **6Y**      EQUIPMT/TRUST NUMBER:      ISSUE DATE: **11/18/01**

MOTORCYCLE ENGINE NUMBER:      ODOMETER DATE:      ODOMETER READING:

REGISTERED OWNER(S):  
**NCTPA  
1804 SOSC0L AVE STE 200  
NAPA CA 94559**

I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

To: \_\_\_\_\_ DATE: \_\_\_\_\_  SIGNATURE OF REGISTERED OWNER: \_\_\_\_\_

To: \_\_\_\_\_ DATE: \_\_\_\_\_  SIGNATURE OF REGISTERED OWNER: \_\_\_\_\_

Federal and State law requires that you state the mileage on transfer of ownership. Failure to complete or providing a false statement may result in fines and imprisonment.

The odometer now reads \_\_\_\_\_ (tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING  Odometer reading is not the actual mileage.  Mileage exceeds the odometer mechanical limits.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE: \_\_\_\_\_ SELLER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ TRANSFEREE(S) SIGNATURE(S): \_\_\_\_\_

PRINTED NAME OF SELLER SIGNING FOR A COMPANY: \_\_\_\_\_ PRINTED NAME OF BUYER SIGNING FOR A COMPANY: \_\_\_\_\_

**IMPORTANT READ CAREFULLY**  
Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S): \_\_\_\_\_

2.  Signature releases interest in vehicle. (Company names must be countersigned)  
Release Date: \_\_\_\_\_

**CA58449657**  
012102 REG. 17.50 (REV. 2/98)

**KEEP IN A SAFE PLACE - VOID IF ALTERED**

## ATTACHMENT B

### REQUIRED FORMS

*Forms to be submitted with the proposal:*

- \_\_\_\_\_ General Information Form - attach a copy of  
Current State Certificates and/or Licenses
  - \_\_\_\_\_ CSLB (# C61/D-34)
  - \_\_\_\_\_ DIR
  - \_\_\_\_\_ DBE/SBE (if applicable)
  - \_\_\_\_\_ CA State Business
- \_\_\_\_\_ Acknowledgement of Addenda
- \_\_\_\_\_ List of Subcontractors
- \_\_\_\_\_ Equal Employment Opportunity Certification
- \_\_\_\_\_ Public Contract Code Statement (10285.1 & 10232), Questionnaire (10162)
- \_\_\_\_\_ Lobbying Certification
- \_\_\_\_\_ Debarment and Suspension Certification
- \_\_\_\_\_ Caltrans DBE/SBE Requirements
- \_\_\_\_\_ Local Agency Proposer DBE Information
- \_\_\_\_\_ DBE Information - Good Faith Efforts
- \_\_\_\_\_ Cost Proposal Summary Sheet



**GENERAL INFORMATION FORM**

(To be completed by the Proposer and placed at the front of the RFP/RFQ)

Legal Name of Proposer:

Date:

Street Address:

Telephone Number:

City/State/Zip:

Proposer's Fax Number:

DBE  Cert # \_\_\_\_\_ SBE  Cert # \_\_\_\_\_ Other  Cert # \_\_\_\_\_ None

Type of Organization:  
(Corporation, LPA, Sole Proprietorship, Partnership, etc.)

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Manager:

\_\_\_\_\_  
Name, Title, e-mail address, and Phone Number of Person Correspondence should be directed to:

\_\_\_\_\_  
DBE  Cert # \_\_\_\_\_ SBE  Cert # \_\_\_\_\_ Other  Cert # \_\_\_\_\_ None

Signature, Name and Title of Person Signing





**RFP 24-R01 COST PROPOSAL - COVER SUMMARY SHEET**

**INSTRUCTIONS**  
 1) The total cost of all items combined should be a not-to-exceed cost proposal.  
 2) Proposer can edit the spreadsheet and add additional detail as necessary.

Tasks	Total Unit	Number of Units	TOTAL COSTS	Comments
<b>1. PROJECT MANAGEMENT</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Remove Kick-off Meeting			0	
Moving Plan			0	
Weekly Progress Meeting			0	
<b>2. MOVING NON ESSENTIAL ITEMS</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Storage Building			0	
Parts Storage and Temporary Trailer			0	
Bus Wash Building			0	
File Storage			0	
<b>3. MOVING ESSENTIAL ITEMS</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Office Trailer: Safety Manager			0	
Office Trailer: Dispatch			0	
Office Trailer: General Manager			0	
Office Trailer: HR			0	
Office Trailer: Supervisors			0	
Maintenance Bays: Maint Supervisor			0	
Maintenance Bays: Operations Manager			0	
Maintenance Bays: Parts Storage			0	
Maintenance Bays: Maintenance Bays			0	
<b>4. SITE CLEANUP</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Bus Wash			0	
Office Trailer			0	
Temporary Trailer			0	
Garbage and debris disposal, sweeping/pressure washing			0	
<b>5. OTHER - PLEASE SPECIFY</b>	<b>0</b>	<b>0</b>	<b>0</b>	
			0	
<b>TOTAL COST</b>			<b>0</b>	

**\*\*\*\* FIRM'S DETAILED COST PROPOSAL ATTACHED \*\*\*\***



## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

---

# PUBLIC CONTRACT CODE

## Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_, has not \_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

## Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## **Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

**LOBBYING CERTIFICATION**

The PROPOSER certifies, to the best of its knowledge and belief, that:

- (1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**THE PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER OR PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

\_\_\_\_\_  
Official

Signature of the PROPOSERS Authorized

\_\_\_\_\_  
Authorized Official

Name and Title of the PROPOSER's

\_\_\_\_\_

Date



# DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

---

## CALTRANS DBE/ DBE REQUIREMENTS

NVTA has established an Overall Disadvantage Business Enterprise goal of 2.6%

NVTA has not established a DBE Goal for this Agreement' however, Contractor is encouraged to obtain DBE participation for this Agreement

### 1. GENERAL PROVISIONS

This Project is subject to Title 49 Code of Federal Regulations Part 26.13 (b) (49 CFR 26.13) that states:

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall 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 recipient deems appropriate."

Contractor's attention is directed to the following provisions:

- A. Any subcontract entered into as a result of this Project shall contain all of the provisions of this Section.
- B. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).
- C. Make work available to Disadvantaged Business Enterprises (DBE) and select work parts consistent with available DBE sub-Contractors.
- D. Meet the specified DBE participation goal or demonstrate that adequate goodfaith efforts were made to meet this goal; or if there is no specified DBE goal use good faith efforts for participation.
- E. Verify that the DBE proposer is certified as DBE. For a list of certified DBEs, follow the link [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm) for access to the CUCP database. There is no specific certification for DBE proposers; however the CPUC database breaks down DBE proposers by gender and ethnicity to facilitate locating DBE proposers.
- F. Contractor is responsible to be fully informed regarding the requirements of 49 CFR Part 26 and Caltrans DBE programs.

### 2. SUBMISSION OF DBE COMPLIANCE DOCUMENTATION

- A. If there is a DBE goal for the Contract, a "Local Agency Proposer -DBE – Information (Proposer Contract)" (Attachment E-1) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.
- B. The information provided on the form should include with names, addresses and phone numbers of DBE proposers that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful Contractor certified as a DBE should describe the work it has committed to perform with its own forces as well as any other work that it has committed to be performed by DBE sub-proposers and suppliers.  
The Contractor is encouraged to provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If a DBE is participating as a joint venture partner, the successful Contractor is encouraged to submit a copy of the joint venture agreement.

### 3. DBE PARTICIPATION

It is the Contractor's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business proposer defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime Contractor, subcontractor, joint venture partner, as a vendor of material supplies, or as a trucking company. Page 34 of 43
- C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions

thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE proposer must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
  - E. The prime Contractor shall list only one subContractor for each portion of work as defined in their proposal and all DBE subContractors should be listed in the cost proposal list of subContractors.
  - F. A prime proposer who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subproposers.
4. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A, PURCHASES WILL COUNT TOWARDS THE GOAL UNDER THE FOLLOWING CONDITIONS:
- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a proposer that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
  - B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a proposer that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the proposer must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
  - C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
  - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
5. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT UNDER THE FOLLOWING CONDITIONS:
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
  - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
  - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
  - D. The DBE may lease trucks from another DBE proposer, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
  - E. The DBE may also lease trucks from a non-DBE proposer, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
  - F. For the purposes of this Section 5, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
6. PERFORMANCE OF DBE CONTRACTORS AND DBE SUBCONTRACTORS /SUPPLIERS
- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the proposer to be paid under the Agreement is what the DBE is actually performing, and other relevant factors.

- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

7. FINAL REPORT

Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the CONTRACTOR or the Contractor's authorized representative and shall be furnished to NVTA with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to NVTA.

8. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to NVTA within 30 days.



INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION (PROPOSER  
CONTRACTS) (Revised 06/14)

SUCCESSFUL PROPOSER:

The form requires specific information regarding the proposed contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime proposer. The form has a column for the Names of DBE certified proposers to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime proposer's and subproposers' certification numbers. The prime proposer shall indicate all work to be performed by DBEs including, if the prime proposer is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE proposers.

Attachment E-2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

## DBE Information – Good Faith Efforts

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

NVTA established an Disadvantaged Business Enterprise (DBE) goal of 0 % for this project. NVTA has an overall DBE Goal of 2.6%. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder –DBE Commitment” form indicates that the bidder has met the goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a proposer was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder –DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to DBE proposers, including, where appropriate, any breaking down of the contract work items (including those items normally

performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE proposers.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount(\$)	Percentage Of Contract
<hr/>				
<hr/>				
<hr/>				

D. The names, addresses and phone numbers of rejected DBE proposers, the reasons for the bidder's rejection of the DBEs, the proposers selected for that work (please attach copies of quotes from the proposers involved), and the price difference for each DBE if the selected proposer is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

---



---



---

Names, addresses and phone numbers of proposers selected for the work above:

---



---



---

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

---



---



---

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime CONTRACTOR or its affiliate:

---



---



---



G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE proposers (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		
<hr/>		

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

---

---

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

## **ATTACHMENT C**

### **NVTA SAMPLE PROFESSIONAL SERVICE AGREEMENT** **or MASTER PROFESSIONAL SERVICE AGREEMENT**

Please refer to our website [www.nvta.ca.gov](http://www.nvta.ca.gov) for Professional Service Agreement (PSA) or Master Professional Services Agreement (MPSA).

# ATTACHMENT D

## FEDERAL REQUIRED and OTHER MODEL CONTRACT CLAUSES

Please refer to our website [www.nvta.ca.gov](http://www.nvta.ca.gov) for content of Federal required clauses.

*(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)*

	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof Srvc
1. Fly America - Required for air transportation. 49USC40118; 41CFR301							
2. Buy America 49USC5232(J); 49CFR PART661	>\$100,000		>\$100,000			>\$100,000	
3. Charter Bus and School Bus 49USC5323 PART004		X					
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels. 46USC55305; 46CFR PART381							
5. Seismic Safety 49USC77041; 49CFR PART41			New Bldg				
6. Energy Conservation 42 USC 6321; 49 CFR 622 SUBPART C	X	X	X	X	X	X	X
7. Clean Water 49USC5223(C)(2); 33USC1251-1388; 23 USC139	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
8. Bus Testing 49 USC 5318(C)	X	Turnkey					
9. Pre-Award and Post Delivery Audit 49USC5323(M)	X	Turnkey					
10. Lobbying 49CFR PART20; 31USC1352	>\$100,000	>\$100,000	>\$100,000	>\$100,000		>\$100,000	>\$100,000
11. Access to Records and Reports 49USC5323(G)		X	X	X			X
12. Federal Changes 49CFR30	X	X	X	X	X	X	X
13. Bonding 49USC53; 49CFR18.36; 19.48(C)(5)			>\$100,000				
14. Clean Air 42 USC7401-7671	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15. Recycled Products 40CFR247; 48CFR pART23; 49USC5333(A)	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000
16. Davis-Bacon and Copeland Anti-Kickback Acts 40USC3141-3148			>\$2,000				
17. Contract Work Hours and Safety Standards Act 40USC3701-3708			>\$100,000				
19. No Government Obligation to Third Parties 48USC SEC11	X	X	X	X	X	X	X
20. Program Fraud and False or Fraudulent Statements and Related Acts 31USC3801; 49CFR PART31	X	X	X	X	X	X	X
21. Termination 49USC5323 SEC11	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
22. Government-wide Debarment and Suspension (Nonprocurement) 2 CFR PART1200+1800	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
23. Privacy Act 5 USC552A	X	X	X	X	X	X	X
24. Civil Rights 49USC5323 SEC12	X	X	X	X	X	X	X
25. Breaches and Dispute Resolution 49USC5323 SEC39	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
26. Patent and Rights in Data 49USC5323 SEC17+18					X		
27. Transit Employee Protective Agreements 49USC5333(B); 29CFR215		X					
28. Disadvantaged Business Enterprise (DBE) 49CFR PART26	X	X	X	X	X	X	X
30. Incorporation of Federal Transit Administration Terms FTAC2201F	X	X	X	X	X	X	X
31. Drug and Alcohol Testing 49CFR855; 49CFR40		X					