



# REQUEST FOR PROPOSALS

for

## Minivan

- 2024 OR CURRENT MODEL -

RFP No. 24-R05

issued by

**Napa Valley Transportation Authority**

**March 19, 2024 PROPOSALS**

**DUE BY:**

**April 9, 2024 – 2:00 PM (PST/LOCAL)**

at the

Napa Valley Transportation Authority  
625 Burnell Street  
Napa, CA 94559

Release of RFP authorized by:

[Kate Miller \(Mar 19, 2024 10:33 PDT\)](#)

KATE MILLER, Executive Director

Mar 19, 2024

Date

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).

## I. INTRODUCTION

The Napa Valley Transportation Authority (NVTA) is issuing a Request for Proposals (RFP) for the acquisition of a minivan – 2024 or current. NVTA invites qualified entities or individuals that possess qualifications, experience, and knowledge to submit a proposal.

*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 transit vehicles, with the recent addition of 7 electric buses, and provides roughly 1,000,000 trips.*

## II. PROCUREMENT SCHEDULE

The below schedule of events will be followed to the extent achievable; however, NVTA reserves the right to adjust or make changes to the schedule as needed. Any adjustments or changes made to the schedule will be posted.

Issue Date	March 19, 2024
<b>Deadline for Submitting Questions</b>	<b>April 2, 2024, 12:00PM/Noon (PST/local)</b>
Answers to Questions Posted	April 5, 2024, 12:00PM/Noon (PST/local)
<b>Deadline for Proposal Submittal</b>	<b>April 9, 2024, at 2:00PM (PST/local)</b>
Final Selection	Week of April 15, 2024
Award Contract	By May 23, 2024

## III. INSTRUCTION TO PROPOSERS

To obtain a full copy of the RFP, please contact NVTA's 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 Renée Y. Kulick, Sr. Administrative Technician, at [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov). Response to all questions submitted will be answered in accordance with the Procurement Schedule for this RFP.

**Proposals must be received at NVTA no later than 2:00PM (PST/local), on April 9, 2024.**

*Late proposals will not be accepted.*

Proposals will be accepted either by hand delivery, mail or electronic mail and should be addressed as follows:

Kate Miller  
Executive Director  
Napa Valley Transportation Authority  
625 Burnell Street  
Napa, CA 94559  
RFP No. 24-R05

All correspondence and transmittals should be complete, sealed, and clearly marked as **"Proposal Submittal - RFP No.24-R05"** and should indicate the date and time of RFP closing. The Proposer shall submit one (1) original proposal. Proposal submitted electronically should be in PDF format and sent to [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov) .

### **1. Examination of Proposal Documents**

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work or equipment required under this RFP, and that it is capable of providing the work or equipment identified in Section IV and ATTACHMENTS B & C , Scope of Work.

### **2. Addenda/Clarifications**

Explanations or clarifications regarding the meaning or interpretation of the RFP may be requested electronically in writing. All inquiries pertaining to this RFP should be emailed to Renée Y. Kulick, Sr. Administrative Technician, Sr. Administrative Technician, at [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov) no later than **12:00PM/Noon (PST/local) on April 2, 2024**. Response to all questions submitted by the deadline that may have a material impact on the proposal will be posted on the NVTA website at [www.nvta.ca.gov/procurement-opportunities](http://www.nvta.ca.gov/procurement-opportunities) . The subject line for questions submitted electronically in writing should include the reference to: "Questions - NVTA RFP No. 24-R05 MINIVAN".

### **3. 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. The Proposer shall submit one (1) original proposal. Proposals submitted by hand delivery, mail or email should use the following address:

Kate Miller  
Executive Director  
Napa Valley Transportation Authority  
625 Burnell Street  
Napa, CA 94559  
RFP No. 24-R05

Proposal submitted electronically should be in PDF format and sent to [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov) . All proposals should be clearly marked

#### **"Proposal Submittal – NVTA RFP No. 24-R05"**

**Proposals must be received at NVTA no later than 2:00PM (PST/local), on April 9, 2024. 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:

- a. Any protest alleging improprieties in a solicitation process or in solicitation

documents must be filed in accordance with the timelines 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.

- b. 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.*

#### **4. *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.

#### **5. *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:

- a. Reject any or all proposal submittals.
- b. Issue one (1) or more subsequent RFPs.
- c. Postpone opening for its own convenience.
- d. Remedy technical errors in the RFP process.
- e. Approve or disapprove the use of particular sub proposers.
- f. Negotiate with any, all, or none of the proposers responding to this RFP.
- g. Award a contract to one or more proposers.
- h. Waive informalities and irregularities in any proposal.

#### **6. *Contract Type***

Proposers shall be prepared to accept the terms and conditions of NVTA's standard form contract included as ATTACHMENT D. 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".

## IV. DESCRIPTION / SCOPE OF WORK

The work or equipment/material to be provided in this RFP as described below and in the scope of work attached hereto as ATTACHMENT B & C.

### 1. *General Information*

- All prices quoted should include taxes. The bid price will be the maximum amount paid by NVTA.
- All proposals must include equipment that meets the required minimum specifications as listed. Materials shall be from new stock and delivered in good condition. *No damaged items will be accepted.*
- The equipment must comply with the current State and Federal regulations. All equipment must be legal to use on Federal and State Highways and must conform to the State of California Industrial Safety Orders and the Motor Equipment Code, and California Highway Patrol regulations.
- The Proposer shall guarantee that the equipment meets the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of this specification, the vendor will be required to correct the same at their expense.
- Specifications are for a completed equipment unit, and all equipment and accessories necessary for the safe operation of the vehicle shall be provided. All parts, equipment, and accessories shall be completely installed, assembled, and/or adjusted as required and shall conform in strength, quality of materials, and workmanship to recognized industry standards. Should the specifications conflict with any State or Federal regulations, bids shall reflect the more stringent regulation.
- The manufacturer's warranty shall be furnished for all equipment included in the proposal.
- Proposals must be valid for at least sixty (60) days from the date of opening.
- The specifications are intended to describe the type, size, and quality of equipment, which will best meet the requirements of NVTA. It is not intended to favor any one brand or make. The mention herein of any particular name of equipment or material merely serves to specify the quality of the general type that is required.
- NVTA will award the contract to the Proposer, who provides goods at the best value for the NVTA. In determining the best value, NVTA may consider:
  - The purchase price;
  - The reputation of the Proposer and their goods;
  - The quality of the Proposer's goods;
  - The extent to which the goods meet NVTA's needs;
  - Value-added goods or services.

- Proposers taking exception to any provisions of this RFP or offering substitutions shall state these exceptions in the section provided or by attachment as part of the bid. Any exceptions may be accepted or rejected by NVTA. The absence of such a list shall indicate that the Proposer has not taken exceptions and shall hold the Proposer responsible for performing in strict accordance with the provisions of this RFP.
- All proposals and proposers must comply with all federal, state, city, and local laws.
- Proposers shall disclose to NVTA any interest, direct or indirect, which could conflict in any manner or degree with the performance of service required. At NVTA's discretion, a potential conflict of interest, to the extent it is waivable, may be waved or factored into the final award decisions.

## **2. Minimum Equipment Specifications**

The list below are the basic minimum required equipment specifications. This list should not be considered exhaustive. For more specific requirements see ATTACHMENT C. Please include any other equipment or features that you believe may be advisable. This vehicle will be used by NVTA staff for a variety of purposes, including transporting multiple staff members and/or items or equipment to events.

### **Minivan**

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#### **Functionality**

- Seating for at least seven (7) people
- Rearview camera
- "Driver Assist" Safety features
- Automatic
- Gas or hybrid

#### **Exterior**

- Color – white
- Dual sliding passenger doors
- Power lift gate

#### **Interior**

- Seating – fabric
- Folding 2<sup>nd</sup> & 3<sup>rd</sup> row seats

#### **Warranty**

- 3 years or 36,000 miles - full
- 5 years or 60,000 miles - powertrain
- If hybrid: 8 years or 100,000 miles - system, 10 years/100,000 miles - battery

## **3. Special Provisions**

- Replacement Parts.** Availability of replacement/spare parts will be part a critical consideration in the evaluation of this bid. The bidder shall maintain a stock of replacement parts for each bid item and shall be in a position to replace such part or parts as may be required for a period consistent with the life of the vehicle(s). The type and location of the supplier's parts service facility shall be stated in the Required Data Section.

- b. **Dealer Preparation.** Bid prices must include all necessary dealer preparation applicable to the vehicles and destination delivery charges from the factory to the dealer.
- c. **Dealer Registration.** It shall be the responsibility of the successful proposer to:
  - (1) Provide the equipment, with Department of Motor Vehicle (DMV) temporary operator's permit, upon delivery.
  - (2) Furnish NVTA with the required proof of ownership for the vehicle.
  - (3) Apply to DMV for exempt registration and license plates on behalf of NVTA for the equipment ordered or purchased.
- d. **Delivery.** Prior to delivery, the vehicle shall be completely serviced as necessary to assure proper operation and function.
  - (1) Final acceptance of the vehicle for conformity with the specifications shall be made by NVTA's Vine Maintenance and Transit staff on-site after delivery.
  - (2) All purchase order or contracted goods shall be delivered to the destination listed below, delivery charges prepaid and included in the Cost Sheet. The goods shall be delivered to the location below, unless otherwise indicated:

Napa Valley Transportation Authority  
625 Burnell Street  
Napa, CA 94558

- (3) Delivery will be made on or before the date indicated on the front of the purchase order or contract. Seller shall be liable for damages resulting from Seller's failure to deliver by the delivery date or in conformance with the Purchase Order or Contract. Goods or the tender of delivery that fail in any respect to conform to the Purchase Order or Contract will not be accepted unless NVTA gives its written acceptance.
  - (4) The Title of Goods shall be passed to NVTA upon delivery.
- e. **Order Acknowledgment.** If the vehicle must be ordered, the successful proposer, after receipt of an NVTA Purchase Order, shall be required to furnish NVTA, when made available, a copy of the factory order acknowledgment or production date(s) for the vehicle ordered.
- f. **Inspection.** NVTA reserves the right before payment or acceptance to inspect all goods and workmanship, and shall have the right to reject all goods and workmanship that do not conform to the Order, provided; however, NVTA is under no duty to make such inspection. NVTA reserves the right to extend the date of acceptance of goods or workmanship in the event it determines that the non-conforming goods or workmanship can be reasonably cured.

#### **4. Attachments**

Attachment A - Vendor Certification Form

Attachment B - Bid Proposal Form

Attachment C - Specifications

Attachment D - Reference Form

Attachment E - Contract Template (Example)

***All above Attachments are to be completed (exception Attachment E) and returned with the Vendor's proposal***

Proposer may add any information pertinent to their proposal.





## **VENDOR CERTIFICATION FORM**

**RFP Number:** 24-R05

**Project Description:** Minivan 2024 or current model, new

**Department:** Napa Valley Transportation Authority

**Submitted to:** Antonio Onorato, Director of Finance

**Closing Date:** April 9, 2024

The Napa Valley Transportation Authority (NVTA) reserves the right to accept or reject any and all proposals in the best interest of the NVTA.

This proposal, in response to RFP Number 24-R05, is submitted on this date: \_\_\_\_\_ by the below-named firm/individual by the undersigned authorized representative.

<b>Business Name:</b>	<b>Phone Number:</b>
<b>Address:</b>	<b>E-mail:</b>
<b>City:</b> <b>State:</b> <b>Zip Code:</b>	<b>Tax ID No:</b>
<b>Authorized Representative:</b>	<b>License No:</b>

The undersigned declares that they are authorized to sign as a representative of the Vendor. They have examined all RFP documents and are fully familiar with the scope and terms of the solicitation. The undersigned Vendor hereby proposes and agrees to perform the work within the time stipulated in the proposal, including all of its component parts, and furnish all of the labor, material, tools, equipment, transportation, and other necessary items to meet the requirements of this RFP. If the Vendor's proposal is accepted, the Vendor certifies that the proposed prices will remain in effect until June 9, 2024.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

***Please submit all proposal information and documents as attachments to this form.***



## BID PROPOSAL FORM

**RFP Number:** 24-R05

**Project Description:** Minivan 2024 or current model, new

**Department:** Napa Valley Transportation Authority

**Submitted to:** Antonio Onorato. Director of Finance

**Closing Date:** April 9, 2024

The undersigned Vendor agrees to furnish NVTA, the following items at the prices bid below, in accordance with the Bid Specification and General Provisions as set forth in the RFP.

ITEM DESCRIPTION	QTY	PROPOSED COST
Minivan Year _____ Model _____	1	\$
Additional key fobs for a total of four (4)	2	\$
Matching spare tire, if not included as a standard item	1	\$
Warranty – Full 3YR/36,000 miles; Powertrain 5YR/60,000 miles; Engine 5YR/100,000 miles - other		\$
CA Tire Fee		\$
DMV Document Preparation Fee - for Exempt License Plates, and other fees.		\$
Elec. Registration Fee		\$
Other Fee		\$
Delivery Charges		\$
SUBTOTAL		\$ _____
SALES TAX (7.75%)		\$
<b>TOTAL AMOUNT</b>		<b>\$</b>

**Other Information**

1. Maximum number of Days until Delivery to NVTA: \_\_\_\_\_ Days

2. Exceptions to the Specifications. If applicable, please provide an explanation. (if necessary, include separate attachment)

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3. All Warranty information, if applicable, please include any details.

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I certify that my Bid is in accordance with the requirements and specifications laid out in the RFP.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

***Please attach itemized lists and third-party estimates for all equipment, charges, and fees included in this proposal.***

## VEHICLE SPECIFICATIONS (Minimum)

Specification Data	Minimum Requirements	Yes	No
Body Style	Mini Van or equivalent		
Exterior/Interior Colors	EXT. PLAIN WHITE / INT. GREY OR BLACK		
Drivetrain	FRONT or ALL WHEEL DRIVE		
Wheelbase	120" -130"		
Engine Type	GASOLINE OR HYBRID		
Engine Size	2.5 LITRE, 4 CYLINDER		
Transmission	AUTOMATIC, STANDARD OEM		
STEERING	POWER, STANDARD OEM		
Brakes	STANDARD OEM ANTILOCK		
Wheels	STANDARD OEM		
Tires	ALL SEASON, STEEL BELTED – <b>5 TOTAL</b> (SPARE MUST MATCH)		
Tire Pressure Monitoring System	DIRECT PRESSURE READOUT AND INDIVIDUAL TIRE LOCATION		
Tire Repair Kit	STANDARD OEM		
Headlights	LED HEADLIGHTS, LED DAYTIME RUNNING LIGHTS		
Fog lights	STANDARD OEM		
Taillights/Brake lights	LED STANDARD OEM		
Alternator/Battery	STANDARD OEM		
Cooling System	STANDARD OEM		
Fuel Capacity	STANDARD OEM		
Remote Keyless System	LOCK, UNLOCK AND PANIC BUTTONS, PUSH BUTTON START, <b>FOUR FOBS</b>		
Door locks	POWER ACTUATED, ANTI LOCKOUT		
Passenger Doors	DUAL POWER SLIDING DOORS		
Liftgate	POWER HANDS-FREE PREFERRED		
Seating Capacity	MINIMUM 7, SEAT BELTS FOR EACH SEAT POSITION		
Seats	FABRIC, FRONT ROW – CAPTAIN'S CHAIRS, BACK ROWS – FOLDABLE, DRIVER – POWER ADJUSTMENTS, HEAD RESTRAINTS FOR ALL SEATS		
Seat Covers	FABRIC		
Mirrors Outside, Rear View	POWER OUTSIDE MIRRORS WITH BLIND SPOT INDICATORS NON-GLARE REARVIEW MIRROR		
Windows	POWER ACTUATED, REAR WINDOW PRIVACY GLASS, TINTED OR PRIVACY GLASS ON SECOND & THIRD ROW AND REAR WINDOWS, SUN SHADES ON SECOND & THIRD ROW		

Windshield and rear window wipers	VARIABLE WINDSHIELD WIPERS INTERMITTENT REAR WINDOW WIPER		
Rear Window Defroster	STANDARD OEM		
Dual Sun Visors	STANDARD OEM		
Fixed Center Console	STORAGE COMPARTMENT AND CUPHOLDERS		
Overhead Console	MAP LIGHTS AND DOME LIGHTS		
Air Conditioning	MIN 3 ZONES, INDIVIDUAL ZONES FOR DRIVER AND FRONT PASSENGER		
Steering Wheel	TILT, TELESCOPIC		
Air bags	STANDARD OEM		
Suspension	STANDARD OEM		
Rear bumper	STANDARD OEM		
Floor	CARPET		
Floor mats	CARPET		
Rear Cross Traffic Alert	OEM EQUIPPED ONLY		
Parking	FRONT AND REAR DISTANCE WARNING		
Back up camera	OEM EQUIPPED		
Bluetooth Connectivity	OEM EQUIPPED ONLY		
Integrations	QTY. 4 USB PORTS, QTY. 1, 120V AC OUTLET, WIRELESS SMART PHONE CHARGER,		
Security/Anti-theft system	STANDARD OEM – NON-SUBSCRIPTION		
Radio	AM/FM STEREO OEM		
Instrumentation/Navigation System	STANDARD OEM, LOW FUEL WARNING		
Warranty	3YR/36,000 MILE FULL WARRANTY 5YR/60,000 MILE POWERTRAIN WARRANTY.		
Hybrid Warranty	SYSTEM – 8 YR/100,000 MILES, BATTERY – 10 YR/100,000 MILES		
Cargo Volume (cu.ft.) - behind third, second and first row seats	33/75/100		
Local Service Center	Within 50 Miles of Napa County		
DMV Registration	INCLUDE TITLE TRANSFER, COMPLETE VEHICLE REGISTRATION FEES WITH EXEMPT LICENSE PLATES		
DELIVERY TIME	PROVIDE DELIVERY DATE		

## REFERENCES

Please provide at least three (3) references that have used your company to purchase a similar product or service. Include contact name, business name, address, telephone number, and email address.

<b>Company Name:</b>	<b>Contact Name:</b>
<b>Email:</b>	<b>Telephone:</b>
<b>Address:</b>	<b>Brief Description of Business Interaction</b>

<b>Company Name:</b>	<b>Contact Name:</b>
<b>Email:</b>	<b>Telephone:</b>
<b>Address:</b>	<b>Brief Description of Business Interaction</b>

<b>Company Name:</b>	<b>Contact Name:</b>
<b>Email:</b>	<b>Telephone:</b>
<b>Address:</b>	<b>Brief Description of Business Interaction</b>



# Purchase Order

Napa Valley  
Transportation  
Authority (NVTA)  
625 Burnell Street,  
Napa, CA 94559

Phone: 707-259-8631  
Fax: 707-259-8636  
www.nvta.ca.gov

## VENDOR

**Purchase Order #:**  
**Date:**  
**Vendor ID:**

**Bill To:**  
NVTA  
ATTN: Accounts Payable  
**ap@nvta.ca.gov**  
625 Burnell Street  
Napa, CA 94559

**Ship To:**  
  
P:  
T:  
E:

Requested	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
						68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total

**NOTICE OF INCLUDED TERMS AND CONDITIONS**

<b>Subtotal</b>	
<b>Tax</b>	
<b>Ship</b>	
<b>Misc</b>	
<b>Balance</b>	

**THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.**

**VENDOR ACCEPTANCE**

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

**ORDER AWARDED AND ISSUED BY**

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa Valley Transportation Authority.

NAME AND TITLE \_\_\_\_\_  
*(Signature of person authorized to sign)*

DATE \_\_\_\_\_

KATE MILLER, Executive Director DATE \_\_\_\_\_

**FOR INTERNAL USE ONLY**

FUND APPROPRIATION:

## GENERAL TERMS AND CONDITIONS

### 1. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR not to exceed the total amount shown on page 1 (\$\_\_\_\_\_).

(b) Expenses. No travel or other expenses will be reimbursed.

### 2. Method of Payment.

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice which indicates CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or task completed. All claims are to be submitted to NVTA, Accounts Payable, 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov.

3. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

4. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTA with certification of all such coverages upon request by NVTA's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial General Liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 4(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with the Executive Director prior to commencement of performance of any of CONTRACTOR's duties.

### 5. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or

NVTA

its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law if requested by the NVTA. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold NVTA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

6. **Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party by giving at least ten(10) days prior to the effective date.

7. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person (by e-mail) or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested.

8. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

9. **Interpretation; Venue.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court.

10. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTA by the State of California pursuant to Agreement between NVTA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth



## GENERAL TERMS AND CONDITIONS

in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NVTA for inspection.

11. **Authority to Contract.** CONTRACTOR and NVTA each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

12. **Covenant of No Undisclosed Conflict.** The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. By executing this Agreement, the Executive Director hereby determines in writing on behalf of NVTA that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

13. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

14. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

15. **Extensions Authorized.** The Executive Director is delegated authority to execute amendments to extend the term of this Agreement, if needed from time to time.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.