



REQUEST FOR PROPOSALS

to provide

TRANSIT ADVERTISING SERVICES

RFP No. 24-R10

Dear Proposers:

The Napa Valley Transportation Authority (NVTA) is issuing a Request for Proposals (RFP) for TRANSIT ADVERTISING SERVICES invites all 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 <https://nvta.ca.gov/work-with-us/bid-%20opportunities/procurement-and-contacts/> . All inquiries pertaining to this RFP should be emailed to Renee Y. Kulick, Sr. Administrative Technician, at the following email address: rkulick@nvta.ca.gov . Response to all questions submitted will be answered in accordance with the Procurement Schedule of this RFP.

Proposals must be received no later than May 31, 2024, prior to 2:00PM (PST/local).

Late proposals will not be considered.

Proposals will be accepted by means of electronic mail (email) addressed as follows:

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

RFP No. 24-R10

Proposals shall be submitted by means of electronic mail to rkulick@nvta.ca.gov with the subject titled: "Proposal for RFP No. 24-R10"

We look forward to receiving your proposal.

Sincerely,

Kate Miller (May 10, 2024 10:45 PDT)

KATE MILLER
Executive Director



REQUEST FOR PROPOSALS

to provide

TRANSIT ADVERTISING SERVICES

RFP No. 24-R10

Issued by:

Napa Valley Transportation Authority

on May 10, 2024

RESPONSES DUE:

May 31, 2024, by 2:00PM (PST/local)

at the

Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

Release of RFP authorized by:

Kate Miller (May 10, 2024 10:45 PDT)

May 10, 2024

KATE MILLER, Executive Director

Date

PROCUREMENT SCHEDULE

Issue Date	May 10, 2024
Pre-proposal Conference (Virtual)	May 17, 2024, 2:30PM (PST/local)
Deadline for Submitting Written Questions	May 21, 2024, 12:00PM/Noon (PST/local)
Answers to Written Questions Posted	May 23, 2024
Deadline for Proposal Submittal	May 31, 2024, 2:00 PM (PST/local)
Interviews (if necessary)	None scheduled
Final Selection	Week of June 3, 2024
Award Contract	June 26, 2024

Request for Proposal

TRANSIT ADVERTISING SERVICES

RFP No. 24-R10

SECTION I – INTRODUCTION

The Napa Valley Transportation Authority (NVTA) is requesting proposals for a period of four (4) years, with three (3) one-year options from qualified advertising firms with experience in the marketing, service and maintenance of transit advertising. NVTA wishes to maximize the revenue generating opportunities at their disposal by the sale of transit related advertising media. In addition to the sale of advertising space, the solicitation also seeks to obtain servicing and maintenance of the advertising space.

There is no guarantee that the mix of the vehicle fleets and bus shelters will be stable over the term of any contract. The advertising space available for marketing pursuant to this RFP consists of signage on space inside and outside buses/vehicles, bus shelters and benches, and at transit centers/stations. The combined total advertising opportunities include up to 68 vehicles of various sizes, 30 shelters and two (2) transit centers/stations. ATTACHMENT A-1 lists the available opportunities by NVTA.

The terms of the contract may be modified in negotiations if it is in the best interest of NVTA. The successful proposal should display creativity in identifying additional advertising opportunities beyond those mentioned. Each proposer should develop and submit a service and marketing plan designed to meet the needs of the transportation authority, as well as identifying any collateral marketing opportunities that can be made available in conjunction with this RFP. Each proposal will be evaluated on the basis of the rating criteria published in this RFP and the plans should address those elements.

Napa Valley Transportation Authority (NVTA)

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. 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 has been serving Napa County's 140,000 residence and four million visitors since 1997. NVTA operates 68 public transit vehicles for nearly 150,000 service hours per year.

NVTA also provides inter-county/city transit services between Napa County cities, towns and the Counties of Sonoma, Solano, and Contra Costa, including the Amtrak Station, BART Station, and the Vallejo Ferry Terminal. In addition, NVTA maintains approximately 31 bus shelters located throughout the City of Napa with transit advertising panels.

SECTION II - INSTRUCTIONS TO PROPOSERS

A. Pre-proposal Conference

A virtual pre-proposal conference will be held on May 17, 2024, at 2:30PM (PST/local) via Zoom. **Proposer must register their participation in advance.**

You are invited to a Zoom meeting.

When: May 17, 2024 02:30 PM Pacific Time (US and Canada)

Register in advance for this meeting:

<https://countyofnapa.zoom.us/join/zoom/register/tZErce2qqzoqG9TDCXBS8j2Ye4pSDKJL2UH>

After registering, you will receive a confirmation email containing information about joining the meeting.

Attendance is not mandatory but encouraged 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. While this meeting is not mandatory, all firms intending to propose are strongly encouraged to attend. **All inquiries pertaining to this RFP should be emailed** to Renée Y. Kulick, Sr. Administrative Technician, at the following email address: rkulick@nvta.ca.gov **no later than 12:00PM/Noon (PST/local) on May 21, 2024.** Response to all questions submitted by the May 21, 2024, 12:00PM/Noon (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. The subject line for questions submitted in writing should include reference to: "Questions - RFP No. 24-R10 TRANSIT ADVERTISING SERVICES".

D. Proposal Submission

All proposals 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-R10

The Proposer must submit one (1) electronic proposal in PDF format via electronic mail (email). If the proposal is too large to attach to the email, please provide a file transfer link in your email submission. **The proposal shall be emailed to the Napa Valley Transportation Authority prior to 2:00 PM (PST/local), May 31, 2024.** Proposals shall be submitted by email only to rkulick@nvta.ca.gov with the subject titled "Proposal for RFP No. 24-R10".

Submittals received after the time and date specified above will be considered nonresponsive and returned.

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 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.
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)) 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 1) as brief as possible and 2) not include any irrelevant promotional material one (1) electronic proposal in PDF format of your RFP submittal.

The Technical Proposal shall not exceed a total of the equivalent of thirty (30) single sided pages (15 double-sided 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. Résumés shall be limited to two (2) letter-sized single-sided pages (or one (1) double-side print) per key staff member assigned to the project are also excluded from total page count. 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.

2. Revenue Proposal

This Section shall include a full description of the Proposer's revenue proposal for carrying out the Scope of Work as described in the RFP. The revenue proposal shall also contain a minimum revenue guarantee to NVTA.

B. 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 (*not included in 30-page limit count*)
- TRANSMITTAL LETTER (*not included in 30-page limit count*)
- EXECUTIVE SUMMARY
- COMPANY BACKGROUND AND EXPERIENCE
- QUALIFICATIONS OF PROPOSER
- PROJECT UNDERSTANDING
- STAFFING AND PROJECT ORGANIZATION
- REVENUE PROPOSAL
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (*ATTACHMENT B are not counted in 30-page limit count*)

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 180-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 County Transportation and Planning Agency
625 Burnell Street
Napa, CA 94559

RFP No. 24-R10

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. It should include, but not be limited to, the following:

- A description of the work proposed;
- A discussion of the revenue proposal to NVTA;
- A summary of proposed approach; and
- The assumptions made in selecting the approach.

4. *Company Background and Experience*

A minimum one (1) page description of any previous work with transit advertising similar to the services requested, indicating the sponsoring agency, agency project manager, and roles of individuals used in those projects. Include the name of the contact person, agency for whom the work was performed, email address, telephone and fax numbers, and the year in which the work was completed.

References may or may not be contacted by NVTA.

5. *Qualification of Proposer*

The Proposer who is awarded the contract for this work will be required to comply with all applicable federal, state, regional and local requirements, and must currently hold a license in the State of California.

This section should include a brief description of the Proposer's qualifications and previous experience on similar or related engagements. Description of pertinent experience shall include a summary of the work performed, revenues generated, the period over which the work was completed, and the name, title, email address, and phone number of clients to be contacted for references.

In addition, the selected proposer will be required to provide the certification of eligibility that the Proposer and /or any of its sub-contractors have not been debarred or suspended from providing services paid for by the federal government prior to award.

A successful proposer may be required to meet monthly with NVTA and its staff, prepare required reports, report information regarding the sales, submit required reports by the required delivery dates and maintain records, accounts and books as necessary.

6. *Project Understanding*

This part of the proposal shall contain a description of how the proposer intends to organize its approach to the work. The Proposer shall also provide examples of challenges encountered on similar projects and discuss their approach in handling some of the specific challenges and opportunities it foresees for this project.

7. *Staffing and Project Organization*

This section should identify key personnel assigned to the project and their experience. An organizational chart for the project team and bios for key proposer personnel shall be included. The chart shall indicate how the proposer intends to structure the work effort, and identify, as appropriate, the project director, project manager, team member, and all other key personnel. This section shall include résumés for all key personnel.

List any present activities and job commitments, including an indication of their ability to timely complete Scope of Work required by this RFP.

8. *Detailed Marketing Plan and Schedule*

In this section, the proposer is requested to provide details of its marketing plan, methodology, and implementation strategy along with a schedule of start-up and implementation. The work plan shall provide a narrative description of the plan for implementing the work tasks as well as any substantive or procedural innovations used by the proposer on similar projects that are applicable to the services described in this RFP.

9. *Revenue Proposal*

This section shall include a full description of the proposer's revenue proposal for carrying out the Scope of Work as described in this RFP. The revenue proposal shall contain a minimum revenue guarantee to NVTa.

10. *Exceptions to the Agreement*

This section shall include any exceptions the proposer has taken to ATTACHMENT C – NVTa Example Professional Service Agreement (PSA).

11. *Appendices*

Under this section, Proposer shall provide all required forms, legal documents and compliance reports, including DBE, Lobbying, Disbarment, etc. These documents are not counted towards the 30-page limit or less.

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 services. The Proposer’s team may consist of one (1) or more firms; if there is more than one (1) firm, the proposal should clearly state the relationship between the firms and who will lead the team. Proposer responding to this RFP should demonstrate that one or more team members have substantive practical experience and expertise in the following areas:

1. Minimum three (3) years recent experience in the areas discussed under Scope of Work, (see ATTACHMENT A). Please provide brief résumé showing work history and similar or relevant work experience by each proposed key team member.

SECTION VI - EVALUATION AND QUALIFICATIONS

Evaluation and Scoring Criteria

NVTA will identify those firms, which based on the ranking, have a reasonable possibility of obtaining the award. It may seek additional information from, or conduct interviews with, the firms so identified prior to the establishment of a final ranking and the initiation of negotiations with one (1) or more firms based on those rankings. Criteria for evaluation are:

CRITERIA	WEIGHT (%)
<i>Vendor product offerings</i>	20
<i>Experience working with transit clients – creativity in proposing advertising opportunities</i>	20
<i>Ability to properly service accounts in a timely manner</i>	15
<i>Revenue Plan</i>	45
TOTAL	100

SECTION VII – AWARD

NVTA reserves the right to award without interviews, based only upon the initial proposals. Each initial proposal should be submitted with the most favorable terms from both price and technical perspectives.

SECTION VIII - 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 IX - 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 X - DISADVANTAGED BUSINESS ENTERPRISE

NVTA has adopted a Disadvantage 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 "Disadvantage 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 3-year annual DBE goal is 2.6%.

SECTION XI - INDEMNIFICATION AND INSURANCE REQUIREMENTS

Insurance requirements for this project are set forth in ATTACHMENT C, NVTA Example 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 Renee Y. Kulick, Sr. Administrative Technician, at the following email address rkulick@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: [Procurement and Contracts - NVTA \(ca.gov\)](http://Procurement and Contracts - NVTA (ca.gov)).

Late proposals will not be considered.

Proposals will be accepted by means of electronic mail (email) addressed as follows:

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

RFP No. 24-R10

Attachments follow.

ATTACHMENT A

SCOPE OF WORK

The specific services the successful proposer will provide include, but are not limited to those required to achieve the following:

1. To generate revenue, NVTA will license advertising space (“Base Advertising Space”) on transit bus/vehicle fleet, selected bus shelters, benches, passenger facilities, and other collateral for advertising purposes.
 - a. Bus/vehicle space includes whole bus advertising, exterior signage panels (square wrap, full wrap, king, queen, tails, and other premium-sized products), and interior vehicle signage space.
 - b. Bus shelters space includes benches and shelters listed in this RFP.
 - c. Passenger facility advertising space includes kiosks and dioramas available at transit centers/stations.
2. In addition to the sales of advertising space, the solicitation also includes servicing and maintenance of the advertising space and provision and installation of any needed display racks. Any damage caused to the exterior/interior of buses/vehicles, such as paint discoloration, etc., caused by direct applications to vehicles shall be the sole responsibility of the contractor and must be remedied immediately.
3. The intent of this solicitation is to maximize the revenues generated by the sale of transit-related advertising media. The successful proposal should also display creativity in identifying additional advertising opportunities beyond those already noted.
4. NVTA will lease/license to the contractor advertising space inside and outside of revenue vehicles and inside and outside transit centers/stations as well as any other areas proposed by the vendor and accepted by NVTA. The contractor shall have exclusive advertising rights in these areas.
5. The contractor is expected to make every effort to sell the maximum amount of space that is available. Space not sold will first be made available to non-profit or public service advertisers according to rate card fees. If space remains unsold, the contractor shall then make the space available to NVTA for self-promotions.
6. Vendor personnel shall wear a distinguishable name tag/identification card while working at NVTA locations.
7. NVTA has adopted advertising guidelines (ATTACHMENT A-2) setting forth standards of acceptability for commercial and non-commercial advertising at NVTA and its properties. The guidelines formally establish criteria by which advertising displays on or at NVTA properties can be judged suitable for display.

8. NVTA will require advertising space for self or joint promotions. The monthly quantity will be mutually agreed upon by NVTA and the contractor. This space should not be classified as “Media Trade”.
9. NVTA will make available buses for use as “Illustrated Buses”. The contractor may request buses for this purpose subject to approval of NVTA or the partner agency. NVTA or the partner agency will have the right to require the contractor to repair damage to illustrated buses. All designs for Illustrated Buses shall be subject to prior approval by NVTA. NVTA shall approve technology of application on Illustrated Buses.
10. Remuneration terms should be proposed which will allow NVTA and its partner agencies to enjoy the most advantageous compensation package. It is anticipated that the contract will be for four (4) years, with three (3) one (1) year options, but NVTA are receptive to modifications to the contract terms. The contractor must specify the commission rate offered, “trade” arrangements, and cash payments guarantees offered. A compensation plan featuring a high cash guarantee payment with an equitable sharing arrangement for the balance is desirable.
11. Inclusions. Advertising opportunities included in this RFP not previously addressed that NVTA may entertain proposals, include:
 - a. Electronic Advertising Informational Signs
 - b. Website - Banner advertising or similar on websites
 - c. Other Media - Fare media, schedules, time tables etc.
 - d. Omni Kiosks - Kiosk advertising at facilities that are compliant with all local regulations
 - e. Sponsorships - Potential sponsors (naming rights) for properties and vehicle lines
13. Production Costs. NVTA shall not bear the burden of any expense related to the cost of producing or creating any advertisement. All such costs shall be the responsibility of the successful proposer or their advertiser.

ATTACHMENT A-1

VINE TRANSIT FLEET INFORMATION

INVENTORY AVAILABLE FOR ADVERTISING IS NOT GUARANTEED AND MAY CHANGE DURING THE TERM OF THE CONTRACT. VEHICLE UTILIZATION IS SUBJECT TO OPERATIONAL CONSIDERATIONS AND IS NOT GUARANTEED.

Table 1 - Bus Shelters with Advertising Panels

Shelter #	Shelter	Ad_Box	Shelter Location	Latitude	Longitude
1	Yes	Yes	3rd Street & Bailey Street	38.2992	-122.27925
2	Yes	Yes	East Avenue & Montecito Blvd	38°18'8.28"N	122°16'25.12"W
3	Yes	Yes	Vintage High School	38.33056	-122.30583
4	Yes	Yes	Jefferson Street & D Street	38.30361111	-122.2941667
5	Yes	Yes	Jefferson Street & H Street (SE)	38.306667	-122.295278
6	Yes	Yes	Jefferson Street & Trancas Street	38.323632	-122.30086
7	Yes	Yes	Laurel Street & Kilburn Avenue	38.30007	-122.31516
8	Yes	Yes	Lincoln Avenue & Pacific Street	38.30730529	-122.3011434
9	Yes	Yes	Napa High	38.311558	-122.296827
10	Yes	Yes	Redwood Park & Ride	38°19'20.26"N	122°18'38.61"W
11	Yes	Yes	Redwood Park & Ride	38°19'20.26"N	122°18'38.61"W
12	Yes	Yes	Redwood Park & Ride	38°19'20.26"N	122°18'38.61"W
13	Yes	Yes	Redwood Park & Ride	38°19'20.26"N	122°18'38.61"W
14	Yes	Yes	Soscol Avenue & Kansas Avenue (SW)	38.28472222	-122.2747222
15	Yes	Yes	Soscol Avenue & Pueblo Avenue (NW)	38.317778	-122.285
16	Yes	Yes	Trancas Street & Beard Road (SE)	38.32329533	-122.2966492
17	Yes	Yes	Trancas Street & Beard Road (SW) (Queen of the Valley)	38.32337811	-122.2962205
18	Yes	Yes	Trancas Street & Jefferson Street (SE)	38.32275484	-122.3011472
19	Yes	Yes	Trancas Street & Villa Lane (SW)	38.32378433	-122.2937501
20	Yes	Yes	Soscol Avenue at Lincoln Ave North	38.30964684	-122.2849813
21	Yes	Yes	Soscol Avenue & Pear Tree Lane (NW)	38.32314445	-122.2878401
22	Yes	Yes	Soscol Avenue & Pear Tree Lane (NE)	38.32336584	-122.2877628
23	Yes	Yes	Soscol Avenue & Stonehouse Drive	38.31327894	-122.2850594
24	Yes	Yes	Solano Avenue & Denvonshire Dr South	38.325556	-122.313333
25	Yes	Yes	Soscol Avenue At Pueblo Ave North	38.317778	-122.285
26	Yes	Yes	Claremont Way At Kaiser	38°19'15.77"N	122°18'8.32"W
27	Yes	Yes	Claremont Way at Kaiser (NE)	38°19'15.24"N	122°18'8.36"W
28	Yes	Yes	Redwood Rd at Solano Avenue	38.32002743	-122.3165376
29	Yes	Yes	California Blvd at G Street	38.30560983	-122.3021294
30	Yes	Yes	Gasser Drive & Hartle Court (SW)	38.28278789	-122.2786991

Table 2 – Vine Transit Fleet

Vine Transit Vehicles as of June 2024									
Vehicle	Bus ID	Make/Model	Fuel Type	Fixed Route/ Partransit	Length	Advertising Availability			
						Right	Left	Rear	Interior
1	133	Gillig/Phantom	Diesel	FIXED RT	40'	X	X	X	X
2	134	Gillig/Phantom	Diesel	FIXED RT	40'	X	X	X	X
3	135	El Dorado 40' Diesel	Diesel	FIXED RT	40'	X	X	X	X
4	136	El Dorado 40' Diesel	Diesel	FIXED RT	40'	X	X	X	X
5	137	El Dorado 40' Diesel	Diesel	FIXED RT	40'	X	X	X	X
6	138	El Dorado 40' Diesel	Diesel	FIXED RT	40'	X	X	X	X
7	139	El Dorado 35' Diesel	Diesel	FIXED RT	35'	X	X	X	X
8	140	El Dorado 35' Diesel	Diesel	FIXED RT	35'	X	X	X	X
9	141	El Dorado 35' Diesel	Diesel	FIXED RT	35'	X	X	X	X
10	142	El Dorado 35' Diesel	Diesel	FIXED RT	35'	X	X	X	X
11	143	El Dorado 35' Diesel	Diesel	FIXED RT	35'	X	X	X	X
12	144	El Dorado 35' Diesel	Diesel	FIXED RT	35'	X	X	X	X
13	200	El Dorado 35' CNG	CNG	FIXED RT	35'	X	X	X	X
14	201	El Dorado 35' CNG	CNG	FIXED RT	35'	X	X	X	X
15	202	El Dorado 35' CNG	CNG	FIXED RT	35'	X	X	X	X
16	203	El Dorado 35' CNG	CNG	FIXED RT	35'	X	X	X	X
17	204	El Dorado 35' CNG	CNG	FIXED RT	35'	X	X	X	X
18	250	El Dorado 40'	Diesel	FIXED RT	40'	X	X	X	X
19	251	El Dorado 40'	Diesel	FIXED RT	40'	X	X	X	X
20	252	El Dorado 40'	Diesel	FIXED RT	40'	X	X	X	X
21	254	El Dorado 40'	Diesel	FIXED RT	40'	X	X	X	X
22	255	El Dorado 35'	Diesel	FIXED RT	35'	X	X	X	X
23	256	El Dorado 35'	Diesel	FIXED RT	35'	X	X	X	X
24	257	El Dorado 40'	Diesel	COMMUTER	40'	X	X	X	X
25	258	El Dorado 40'	Diesel	COMMUTER	40'	X	X	X	X
26	259	El Dorado 40'	Diesel	FIXED RT	40'	X	X	X	X
27	1702	Gillig/Phantom	Diesel	FIXED RT	40'	X	X	X	X
28	1703	Gillig/Phantom	Diesel	FIXED RT	40'	X	X	X	X
29	1704	Gillig/Phantom	Diesel	FIXED RT	40'	X	X	X	X
30	1705	Gillig/Phantom	Diesel	FIXED RT	40'	X	X	X	X
31	656	Glaval	Unleaded	Fixed Route/ Para	25'	X	X	X	X
32	657	Glaval	Unleaded	Fixed Route/ Para	25'	X	X	X	X
33	658	Glaval	Unleaded	Fixed Route/ Para	25'	X	X	X	X
34	659	Glaval	Unleaded	Fixed Route/ Para	25'	X	X	X	X
35	302	BYD	Electric	FIXED RT	30'	Not Available	Not Available	Not Available	X
36	303	BYD	Electric	FIXED RT	30'	Not Available	Not Available	Not Available	X
37	304	BYD	Electric	FIXED RT	30'	Not Available	Not Available	Not Available	X
38	320	Proterra	Electric	FIXED RT	40'	Not Available	Not Available	X	X
39	321	Proterra	Electric	FIXED RT	40'	Not Available	Not Available	X	X
40	205**	El Dorado Axess	CNG	FIXED RT	35'	X	X	X	X
41	206**	El Dorado Axess	CNG	FIXED RT	35'	X	X	X	X
42	207**	El Dorado Axess	CNG	FIXED RT	35'	X	X	X	X
43	208**	El Dorado Axess	CNG	FIXED RT	35'	X	X	X	X
44	209**	El Dorado Axess	CNG	FIXED RT	35'	X	X	X	X
45	210**	El Dorado Axess	CNG	FIXED RT	35'	X	X	X	X

**Buses 205-210 will be in service in July 2024.

Buses may be added or disposed, and advertising space availability subject to change prior to execution of a contract.

Table 2 Continued – Paratransit and Community Shuttle Fleet

Vine Go (ADA) Paratransit						Advertising Availability			
						Right	Left	Rear	Interior
46	634	Ford Econo	Unleaded	Paratransit	23'	X	X	X	X
47	635	Ford Econo	Unleaded	Paratransit	23'	X	X	X	X
48	636	FORD/STARCRAFT	Unleaded	Paratransit	23'	X	X	X	X
49	637	FORD/STARCRAFT	Unleaded	Paratransit	23'	X	X	X	X
50	638	FORD Aerotech	Unleaded	Paratransit	23'	X	X	X	X
51	639	FORD Aerotech	Unleaded	Paratransit	23'	X	X	X	X
52	640	FORD Aerotech	Unleaded	Paratransit	23'	X	X	X	X
53	646	FORD Aerotech	Unleaded	Paratransit	23'	X	X	X	X
54	647	FORD Aerotech	Unleaded	Paratransit	23'	X	X	X	X
55	648	Ford Glaval	Unleaded	Paratransit	23'	X	X	X	X
56	649	Ford Glaval	Unleaded	Paratransit	23'	X	X	X	X
57	650	Ford Glaval	Unleaded	Paratransit	23'	X	X	X	X
58	653	Ford Starcraft	Unleaded	Paratransit	22'	X	X	X	X
59	654	Ford Starcraft	Unleaded	Paratransit	22'	X	X	X	X
60	655	Ford Starcraft	Unleaded	Paratransit	22'	X	X	X	X

Yountville Bee						Advertising Availability			
						Right	Left	Rear	Interior
61	301	BYD	Electric	Fixed Route	30'	Not Available	Not Available	Not Available	X

Calistoga Shuttle						Advertising Availability			
						Right	Left	Rear	Interior
62	643	El Dorado Aerolight	Unleaded	Paratransit	21'	Not Available	Not Available	Not Available	X
63	644	El Dorado Aerolight	Unleaded	Paratransit	21'	Not Available	Not Available	Not Available	X

American Canyon Transit						Advertising Availability			
						Right	Left	Rear	Interior
64	651	Ford/Glaval	Uleaded	Paratransit	23'	Not Available	Not Available	X	X
65	652	Ford/Glaval	Uleaded	Paratransit	23'	Not Available	Not Available	X	X

St Helena Shuttle						Advertising Availability			
						Right	Left	Rear	Interior
66	300	BYD	Electric	Fixed Route	30'	Not Available	Not Available	Not Available	X
67	641	El Dorado Aerolight	Unleaded	Paratransit	21'	X	X	X	X
68	642	El Dorado Aerolight	Unleaded	Paratransit	21'	X	X	X	X

Buses may be added or disposed, and advertising space availability subject to change prior to execution of a contract.

ATTACHMENT A-2

NVTA ADVERTISING GUIDELINES

1. NVTA intends that its vehicles and facilities constitute nonpublic, commercial forums that are subject to the viewpoint-neutral restrictions set forth herein. Certain forms of paid advertising will not be permitted for placement or display on or in NVTA facilities or vehicles. Unpaid advertisements will not be permitted with the exception of NVTA operational and promotional material, or as mutually agreed upon by both parties.
2. **The NVTA will not allow advertising for products that are expressly prohibited by federal, state, local, or community ordinances.**
3. **NVTA will not display or permit to be displayed any advertisement that falls within one (1) or more of the following categories:**
 - A. **Demeaning or Disparaging.** The advertisement contains material that demeans or disparages an individual, group of individuals or entity. For purposes of determining whether an advertisement contains such material, NVTA will determine whether a reasonably prudent person, knowledgeable of NVTA's customer profile and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of an individual, group of individuals or entity.
 - B. **Tobacco/Cannabis.** The advertisement promotes the sale or use of tobacco, cannabis or related products thereto and/or depicts such products.
 - C. **Alcoholic Beverages.** The advertisement promotes the sale to or consumption by persons under the age of 21 years of age of beer, wine or distilled spirits.
 - D. **Profanity.** The advertisement contains words recognized by the community as vulgar, indecent or profane for display in a public setting that includes minors.
 - E. **Graffiti.** The advertisement contains graphics or language that promotes, resembles or otherwise encourages graffiti or vandalism.
 - F. **Human or Animal Graphics.** The advertisement contains graphics that include, but are not limited to, the depiction of a human or animal body or body parts, or fetuses, in states of mutilation, dismemberment, decomposition or disfigurement.
 - G. **Violence.** The advertisement either 1) contains an image or description of graphic violence, including, but not limited to the depiction of weapons or other implements or devices used in the advertisement to depict an act or acts of violence or harm to a person or animal; or 2) the advertisement or any material contained therein, incites or encourages, or appears to incite

or encourage, violence or violent behavior.

- H. **Unlawful Goods or Services.** The advertisement, or any material contained in it, promotes or encourages the use or possession of unlawful or illegal goods or services.
 - I. **Unlawful or Detrimental Conduct.** The advertisement, or any material contained in it, promotes or encourages unlawful or illegal behavior or activities, or behavior that promotes activities that are detrimental to the maintenance and safe operation of the NVTA system.
 - J. **False or Deceptive Commercial Speech.** The advertisement proposes a commercial transaction and the advertisement, or any material contained in it, is clearly false or deceptive.
 - K. **Libelous, Copyright or Patent Infringement.** The advertisement, or any material contained in it, is libelous, or an infringement of a copyright or a patent or is otherwise unlawful, illegal or likely to subject NVTA to litigation.
 - L. **Obscenity or Nudity.** The advertisement contains obscene material or images of nudity. For purposes of these guidelines, the term “obscene matter” shall have the meaning set forth in California Penal Code Section 311.
 - M. **Prurient Interest.** The advertisement contains material that describes, depicts, or represents sexual activities, or aspects of human activity in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of these guidelines, the term “minor” shall have the meaning contained in California Penal Code Section 313.
 - N. **“Adult”-oriented Goods or Services.** The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with films rated “X” or “NC-17,” adult books stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites and escort services.
 - O. **Endorsement.** The advertisement, or any material contained in it, implies or declares an endorsement by NVTA, its directors, management or employees of any service, product, or point of view, without the express prior written authorization of the Board of Directors.
 - P. **Injurious to NVTA and its Mission.** The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, denigrates NVTA or promotes alternatives to NVTA in a manner that directly impairs NVTA ridership and/or revenue.
4. NVTA will not allow political candidate advertising or issue advertising regardless of source.

ATTACHMENT B

REQUIRED FORMS

(see attached)

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

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

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

PROPOSER:	

Name	_____
	Street Address

	City, State, Zip

	Signature of Authorized Signer

	Title

	Phone

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.

Name and Signature

Date

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.

Name and Signature

Date

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.

Name and Signature

Date

BIDDER'S AFFIDAVIT OF LEVIN ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the NVTA Board of Directors are:

Leon Garcia	Mark Joseph	Donald Williams	Robin McKee-Cant
Liz Alessio	Scott Sedgley	Alfredo Pedroza	Ryan Gregory
Paul Dohring	Anna Chouteau	Marjorie Mohler	Eric Knight
Tom Collette	Devereaux Smith		

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any NVTA Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

___ YES ___ NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any NVTA Director(s) in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude NVTA from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

(d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

(e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q St #3000, Sacramento, CA 95811, (916) 322-5660.

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.

Name and Signature

Date

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 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 31 of 40*
- 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 ~~with the work~~ it 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

- 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
_____	_____	_____
_____	_____	_____

- 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.

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.

Company Name:	Contact Name:
Email:	Telephone:
Address:	Brief Description of Business Interaction

Company Name:	Contact Name:
Email:	Telephone:
Address:	Brief Description of Business Interaction

Company Name:	Contact Name:
Email:	Telephone:
Address:	Brief Description of Business Interaction

ATTACHMENT C

STANDARD PROFESSIONAL SERVICES AGREEMENT (PSA)

To view NVTA's current example of its Standard Professional Services Agreement (PSA), please visit NVTA's website at

[Agreement and Forms - NVTA \(ca.gov\)](#)