



REQUEST FOR PROPOSALS

to provide

BOND COUNSEL SERVICES RFP No. 25-R18

Dear Proposers:

The Napa Valley Transportation Authority (NVTA) is issuing a Request for Proposals (RFP) for BOND COUNSEL SERVICES. This project will be funded using Measure U revenue funds for a term of six (6) years. NVTA 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) 259-8790 or download the document in PDF format from the [NVTA website](#). All inquiries pertaining to this RFP should be emailed to Renel Coombs, Procurement & Contracts Administrator, at the following email address: rcoombs@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 FEBRUARY 17, 2025, no later than 2:00 PM (PST/local).

Late proposals may 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. 25-R18

Proposals shall be submitted by means of electronic mail to rcoombs@nvta.ca.gov with the subject titled: "Proposal for RFP No. 25-R18"

We look forward to receiving your proposal.

Sincerely,

Kate Miller
Executive Director



REQUEST FOR PROPOSALS

to provide

BOND COUNSEL SERVICES

RFP No. 25-R18

Issued by:

Napa Valley Transportation Authority

on **JANUARY 2, 2025**

**RESPONSES DUE:
2:00 PM(PST/Local), FEBRUARY 17, 2025**

at the

Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

Release of RFP authorized by:

Kate Miller, Executive Director

01/02/2025

Date

REQUEST FOR PROPOSALS
BOND COUNSEL SERVICES
RFP No. 25-R18

PROCUREMENT SCHEDULE

Issue Date	JANUARY 2, 2025
Pre-Proposal Conference (Virtual)	JANUARY 13, 2025 AT 2:00 PM (PST)
Deadline for Submitting Written Questions	JANUARY 20, 2025 AT 4:00 PM (PST)
Answers to Written Questions Posted	JANUARY 27, 2025
Deadline for Proposal Submittal	FEBRUARY 17, 2025 at 2:00 PM (PST)
Estimated Award Date	MARCH 19, 2025

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Bond Counsel Services

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SECTION I - INTRODUCTION

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

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

NVTA also operates the Napa Vine transit services. Napa Vine provides inter- county/city transit services between Napa Valley Cities, towns and the Counties of Sonoma, Solano, and Contra Costa. Napa Vine Go 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 Bee-Line, City of Napa On-Demand service, and the Calistoga Shuttle. The fleet consists of 75 vehicles and provides roughly 1,000,000 trips per year prior to COVID (in Fiscal Year 2018-2019) and over 300,000 trips during COVID (in Fiscal Year 2020-2021).

The Napa Valley Transportation Authority (NVTA) is also the local transportation sales tax authority. NVTA is responsible for the oversight and administration of Measure T, the ½% sales tax for street and road improvements approved by the voters on November 6, 2012, which will be replaced by Measure U on July 1, 2025, for ½% sales tax for street and road improvements approved by the voters on November 6, 2024.

SECTION II - INSTRUCTIONS TO PROPOSERS

A. Pre-proposal Conference

A virtual pre-proposal conference will be held on **January 13, 2025**, at **2:00 PM (PST/local)** via **Zoom**. Proposers are advised to register with Renel Coombs, Procurement & Contracts Administrator at <mailto:rcoombs@nvta.ca.gov> in advance to be notified of any changes made to the meeting dates or times.

You are invited to a Zoom meeting.

When: January 13, 2025; 2:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://countyofnapa.zoom.us/j/82070366436?pwd=x7dxbrMEsXHHK7K1ckjeIIDksy1ad0.1>

Meeting ID: 820 7036 6436

Passcode: 538950

Attendance is not mandatory but highly 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 and that Proposer is capable of performing the work identified in the Scope of Work (SOW), Section IV, of this RFP.

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 and must be followed up in writing in advance of the deadline for submission of questions. While this meeting is not mandatory, all firms intending to propose are strongly encouraged to attend. **All inquiries pertaining to this RFP shall be emailed** to Renel Coombs, Procurement and Contracts Administrator, at the following email address: rcoombs@nvta.ca.gov **no later than 4:00 PM (PST/local) on January 20, 2025**. A response to all questions will be submitted no later than January 27, 2025. Clarifications that may have a material impact on the proposal will be provided to all registered attendees of the pre-proposal conference and will also be posted on the [NVTA website](#), as an addenda to the RFP. Questions submitted in writing must include Questions for: RFP No. 25-R18 "Bond Counsel Services", in the subject line of the email or letter.

D. Proposal Submission

All proposal submittals shall be transmitted with a cover letter. The person authorized by the Proposer/Company 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 communications should be directed to 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. 25-R18

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 no later than 2:00 PM (PST/local), February 17, 2025.** Proposals shall only be submitted by email to Renel Coombs Procurement and Contracts Administrator: rcoombs@nvta.ca.gov, with the subject line titled Proposal for RFP No. 25-R18 Bond Counsel Services. Unless the deadline for submission of proposals has been extended by addenda, all proposals received after the time and date specified above may be considered nonresponsive and returned to Proposer unopened.

E. Protest

1. 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, addressed to NVTa's Executive Director, a written explanation of the basis for the protest IAW [NVTa's Chapter 5: Contracting and Procurement](#) (E)(17).
2. Any protest based on such grounds not timely filed will not be considered by NVTa.
3. 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.

F. Withdrawal of Proposal Submittal

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

G. 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 the SOW, Section IV, of 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 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.

H. Contract Type

NVTA intends to negotiate with Proposer a fixed price professional services agreement with a not-to-exceed amount.

I. Exceptions

Proposers shall be prepared to accept the terms and conditions of NVTA's Sample Professional Services Contract, ATTACHMENT C, of this RFP. If a proposer desires to take an exception(s) to the Agreement, the Proposer shall provide the following information as a section of the proposal identified as "Exception(s) 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 as well as specific recommendations for alternative language.

The above factors will be considered 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

Instructions to Proposers

A. Technical Proposal

The Technical Proposal shall not exceed a total of the equivalent of twenty (20) single sided pages (10 double-side print pages). RFP submittals must consist of letter-sized (8.5" x 11") pages, and 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 A, of this RFP, are excluded from the total page count. Résumés are also excluded from the total page count and 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. Font size shall be at least 12-point in a font clearly readable to reviewers. 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 III, B. Format, of this RFP.

B. Format

Technical Proposals shall be 1) as brief as possible and 2) not include any irrelevant promotional material. One (1) copy of the Proposal must be submitted, electronically, in PDF format, to Renel Coombs, Procurement and Contracts Administrator: rcoombs@nvta.ca.gov.

C. Cost Proposal

A Cost Proposal must be submitted separately.

The Cost Proposal along with Proposers Rate/Fee Schedule shall be submitted, separately, by email to Renel Coombs, rcoombs@nvta.ca.gov and will be evaluated, following the evaluation of the Technical Proposal. No other proposal forms will be accepted unless an addendum has been posted to the RFP, changing the required form for use.

D. Proposal Submittal

Proposal content, clarity, and completeness are factors which will be considered in evaluating each proposal received when determining suitability of each proposer's capabilities. The entire length of the proposal document must be 20-pages or less and shall include:

1. Title Page
2. Transmittal Letter
3. Executive Summary
4. Background and Experience

5. Qualifications
6. Public Sector Resume
7. Staffing and Organization
8. Exception(s) to the Agreement
9. Appendices

1. TITLE PAGE

The title page should show the RFP title, the company name, local address, phone number and email of the primary contact person and the date of proposal.

2. TRANSMITTAL LETTER

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

Address the cover letter as follows:

Kate Miller
Executive Director
Napa County Transportation and Planning Agency
625 Burnell Street
Napa, CA 94559

RFP No. 25-R18

3. EXECUTIVE SUMMARY

This section should be limited to a brief narrative highlighting and summarizing the proposal. Provide a brief description of resources and depth of staff in the office from which services will be provided. Please discuss any key issues that your firm believes to be critical to the measure planning process. NVTa is particularly interested in ensuring that its proposed streets and roads projects are eligible to be financed with tax-exempt proceeds. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken.

4. PROPOSER BACKGROUND AND EXPERIENCE

A minimum one (1) page description of the Proposer's background and relevant public (Government) sector experience in public finance law.

5. QUALIFICATIONS 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.

Proposer shall provide no more than three (3) references within the past five (5) years, that would be able to speak to their experience with the proposed primary service provider(s) in the role of Bond Counsel, from California. Preferably, references should have been from a relevant transportation agency. Reference must include the name of the contact person, agency for whom the work was performed, telephone and email and the year in which the work was completed.

References may or may not be contacted.

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

6. PUBLIC SECTOR RESUME

This part of the proposal shall contain a brief description of firm's experience as Bond Counsel in California, specifically for transportation sales tax revenue issuances over the past five (5) years. Indicate where the proposed primary legal professional(s) contributed to the firm's experience.

List as an appendix to the Proposal, the California transportation sales tax revenue issues completed by the firm over the past five (5) years. The list should include the following information:

- i. The Issuer
- ii. Dated or sale date
- iii. Par amount
- iv. Role of the firm (Bond Counsel, Disclosure Counsel, Underwriters Counsel)
- v. Assigned personnel

7. STAFFING AND PROJECT ORGANIZATION

This section should identify firm's team for the financing, specifically identifying the attorney who will serve as the overall lead for engagement as well as the attorney who will serve as the tax counsel to NVTA. Include only those persons who are currently expected to work with NVTA throughout the term of this agreement. Provide resumes for only those persons expected to work on the project scope of this RFP, highlighting relevant experience to the development of bond and disclosure

documents. Resumes must be kept to no more than two (2) pages and can be included as an appendix to the proposal.

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

8. EXCEPTIONS TO THE AGREEMENT

This section shall include any exceptions the proposer has taken to NVTA Sample Professional Service Agreement (PSA), ATTACHMENT C, of this RFP.

9. APPENDICES

Under this section, proposers shall provide all required forms. These documents are not counted towards the 20- page limit.

SECTION IV - SCOPE OF WORK

INTRODUCTION

NVTA, on behalf of the Napa Valley Transportation Authority – Tax Agency (the “Tax Agency” or “NVTA-TA”) is soliciting proposals from legal firms to serve in the role of bond and/or disclosure counsel and/or tax counsel in connection with the proposed bond funding and other financing source to fund its capital improvement program.

BACKGROUND

The NVTA-TA was originally formed to manage the funds generated by twenty-five-year half-cent transportation sales tax Napa County voters enacted in 2012 known as Measure T. In November of 2024, the sales tax was renewed by voters for an additional 12 years (to 2055) and a new transportation expenditure plan was adopted. Revenues under “New” Measure U begins on July 1, 2025, after revenue collection under the original Measure T ends on June 30, 2025.

SCOPE OF WORK & PROJECT DELIVERABLES

Provide Bond, Disclosure and Tax Counsel services as requested which may include, but are not limited to assisting the NVTA and the NVTA-TA to:

Measure and Borrowing Planning Legal Services

In drafting the proposed new sales tax measure and evaluating borrowing alternatives under the new measure, NVTA seeks to ensure that all provisions of law and best practices are met.

1. Provide NVTA staff, NVTA legal counsel, and NVTA’s Municipal Advisor guidance on borrowing authority and requirements.

2. Consult and work with NVTA staff, NVTA legal counsel, NVTA's Municipal Advisor, and other NVTA consultants, to assist in the formulation of the legal structure.
3. Advise on any perceived legal issues or challenges, including tax, borrowing authority, and state and federal law.
4. Advise specifically on IRS requirements for a tax-exempt borrowing by reviewing a proposed project list and determining project eligibility for tax-exempt financing in addition to advising on spend-down requirements.
5. Participate and assist in drafting the description of security structure.

Bond Counsel Services

Serve as NVTA's legal counsel in connection with a borrowing to finance projects under the new measure. The selected firm will be required to perform the following upon request of NVTA, as appropriate:

1. Prepare all legal documents for the authorization, issuance, and sale of the bonds, including closing documents and transcripts.
2. Provide an objective legal opinion with respect to the valid authorization and issuance of the obligations and whether the interest paid is tax-exempt under federal and/or state laws and regulations (and other opinions customary for a transaction of this nature).
3. Provide continuing advice regarding any necessary actions required of NVTA to ensure that interest will continue to be tax-exempt.
4. Provide any and all legal consultations requested by NVTA concerning the proposed offering at any time after their delivery.
5. Attend working group and due diligence meeting/conference calls as necessary, or when specifically requested by NVTA to attend. As requested, attend Board of Directors meetings.
6. Participate, when requested, in activities associated with rating agency meeting/calls.

Tax Counsel Services

Tax Counsel will be expected to prepare tax regulatory agreements for the debt issues and advise the Tax Agency in complying with state and federal laws relating to tax-exempt financing. Tax Counsel will be expected to consult with and lead other Counsel on the analysis of tax matters for both new money and refunding bond issues. Tax Counsel will respond and consult with the State and Federal regulatory agencies on tax issues and current developments on the use of proceeds, private activity, arbitrage, and other matters related to the federal tax exemption. Tax Counsel will provide full tax analysis and opinions on NVTA-TA debt issues.

Optional Line Item: Disclosure Counsel Services for Debt Issuance

NVTA may have a need for Disclosure Counsel services in the future and is therefore adding this service as an option line item that will be evaluated at the time of award. NVTA reserves the unilateral right to modify the contract and add this service at the amount proposed unless NVTA determines it is in the best interest of NVTA to award a separate contract for these services.

The selected firm will be required to perform the following upon request of NVTA, as

appropriate:

1. Consult and work with NVTA staff, NVTA Counsel, Municipal Advisor, Underwriter(s) and other consultants, to assist in the formulation of debt issuance disclosure.
2. Provide NVTA staff and the NVTA Board of Directors guidance on issuer obligations and requirements, as requested.
3. Prepare the Preliminary Official Statement and Final Official Statement, the continuing disclosure certificate, and other disclosure documents such as continuing disclosure in connection with a public offering.
4. Confer and consult with staff on all matters relating to the Preliminary Official Statement and Final Official Statement.
5. Attend working group and due diligence meeting/conference calls as necessary, or when specifically requested by NVTA to attend. As requested, attend NVTA Board of Directors meetings.
6. Review and comment on any investor presentation prepared by the NVTA and the underwriter, as needed.
7. Render a disclosure opinion to NVTA and to the underwriter.
8. Provide any and all disclosure consultations requested by the NVTA concerning the public offering at any time after their delivery.
9. Provide advice regarding ongoing continuing disclosure and NVTA's obligations.

SECTION V - REQUIRED QUALIFICATIONS

- A. Proposer and its sub-consultant(s) must be licensed by the State of California.
- B. Proposer and its sub-consultant(s) must not be the subject of disciplinary action by any State of California regulatory or licensing agency.

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

SECTION VI - EVALUATION AND AWARD

A. Evaluation Method

NVTA will review and evaluate all proposals deemed responsive to this request and rank these firms using the best value approach. Each of the proposers will be ranked based on the criteria listed in Section VI, B.: Evaluation and Scoring Criteria, prior to reviewing cost proposals. NVTA intends to select the firm whose technical expertise along with price delivers the best value for the services sought. Refer to [NVTA's Chapter 5: Contracting and Procurement](#) (E)(8).

B. Evaluation and Scoring Criteria

The Evaluation Selection Recommendation Committee (ESRC), which may be made up of staff from NVTA, and other outside agencies, will review the proposals

submitted. ESRC will establish a short list of pre-qualified firms based on pre-established review criteria and interview the firms, if necessary. The individual or composite rating prepared by the ESRC will not be revealed prior to contract award.

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

CRITERIA	WEIGHT %
<i>Understanding of Work to be Done</i>	40
<i>Firm, Entity/Individual Background, and Experience with similar Public Entities</i>	25
<i>Qualifications of Proposer and Project Staffing</i>	25
<i>Cost – Rates - Value</i>	10
TOTAL	100

C. Interviews

After initial evaluation of the proposals, NVTA may, at its discretion, hold interviews with the top ranked proposers. Each interview will be no more than 45 minutes, to include the proposer's presentation, limited to not more than 20 minutes. Any areas of specific concern will be identified before the interview. NVTA reserves the right to award a contract based solely on written proposals and not conduct oral interviews.

D. Negotiations

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

E. Contract Award

Upon conclusion of the interviews, if any, and best and final offer, NVTA submit the final negotiated contract to the NVTA Board for approval, if applicable.

SECTION VII - 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 subconsultants 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 VIII - 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 IX - 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 Required Forms, ATTACHMENT A.

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 X - INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

All inquiries pertaining to this RFP should be emailed to Renel Coombs, Procurement and Contracts Administrator, at the following email address rcoombs@nvta.ca.gov in accordance with the procurement schedule. Responses to all questions submitted by the question deadline that may have a material impact on the proposal will be posted on the NVTA website: www.nvta.ca.gov .

Late proposals may 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. 25-R18

Attachments to follow.

ATTACHMENT A REQUIRED FORMS

(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.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes No

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

Public Contract Code 10232 Statement

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Proposer, 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 judgment 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 Proposer 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 Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

(SIGNATURE OF PROPOSER'S AUTHORIZED PERSON)

Name and Title of the Proposer's Authorized Person

BIDDER'S AFFIDAVIT OF LEVINE 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.

CALTRANS DBE/ DBE REQUIREMENTS

NVTA has established a Disadvantage Business Enterprise goal for this Agreement of 0 %.

OR



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 good faith 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 or supplies, or as a trucking company.
- 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 2.8%. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

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

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

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

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

(PDF Attached; A Fillable Excel Spreadsheet is Attached Separately in Project Folder on Website)



RFP 25-R19 COST PROPOSAL - COVER SUMMARY SHEET

INSTRUCTIONS
 1) The total cost is a fixed amount; not-to-exceed (NTE) cost proposal.
 2) For Tasks 1, 2, and 3: the amount per hour is a sum of salaried positions used. Use comments block to list key positions factored into this hourly amount.
 3) Compensation for services related to issuance of bonds is contingent upon successful completion of the sale of bonds.
 4) Attach to this Cover Summary Sheet the Firm's Fixed Rate/Fee Schedule for Year One with estimated % increases for each year following

Tasks	Number of Units	Unit of Issue	Amount	Annual Subtotal	Comments
1. FINANCIAL ANALYSIS	Number of Units	Hour	Amount	Annual Subtotal	
YEAR ONE SERVICES		HR		0	
YEAR TWO SERVICES		HR		0	
YEAR THREE SERVICES		HR		0	
YEAR FOUR SERVICES		HR		0	
YEAR FIVE SERVICES		HR		0	
YEAR SIX SERVICES		HR		0	
2. MEASURE "U" 1/2 CENT SALES TAX BONDING & REPORTING	Number of Units	Year	Amount	Annual Subtotal	
YEAR ONE SERVICES		HR		0	
YEAR TWO SERVICES		HR		0	
YEAR THREE SERVICES		HR		0	
YEAR FOUR SERVICES		HR		0	
YEAR FIVE SERVICES		HR		0	
YEAR SIX SERVICES		HR		0	
3. BOND ISSUANCE	Number of Units	Year	Amount	Annual Subtotal	
YEAR ONE SERVICES		HR		0	
YEAR TWO SERVICES		HR		0	
YEAR THREE SERVICES		HR		0	
YEAR FOUR SERVICES		HR		0	
YEAR FIVE SERVICES		HR		0	
YEAR SIX SERVICES		HR		0	
TOTAL COST				#VALUE!	

****** FIRM'S RATE/FEE SCHEDULE ATTACHED SEPARATELY ******

ATTACHMENT C SAMPLE PROFESSIONAL SERVICES CONTRACT

(Attached)



NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 25-C04

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20____, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and (add entity type and registered State to do business if applicable) whose mailing address is _____, hereinafter referred to as "CONSULTANT";

RECITALS

WHEREAS, NVTA wishes to obtain specialized services in order to provide bond, disclosure and tax counsel services as requested by NVTA and NVTA-TA; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its Board meeting; and

WHEREAS, CONSULTANT is willing and has been determined to be qualified to provide such specialized services to NVTA under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, NVTA hereby engages the services of CONSULTANT, and CONSULTANT agrees to serve NVTA in accordance with the terms and conditions set forth herein:

- 1. Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on _____, 20____ unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".
- 2. Scope of Services.** CONSULTANT shall provide NVTA those services set forth in CONSULTANT's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary, or conflict with the terms of this Agreement are null and void.

3. Compensation.

(a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, NVTA shall pay CONSULTANT at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.

(b) Expenses. Unless explicitly agreed in writing, no direct expenses, including travel or other expenses, will be reimbursed by NVTA.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$ _____ for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. Method of Payment.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONSULTANT to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy which indicates, at a minimum, CONSULTANT's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONSULTANT shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov, who after review and approval as to form and content, shall submit the invoice to the NVTA Director Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NVTA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONSULTANT is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Secretary of NVTA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NVTA Director Administration, Finance and Policy. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONSULTANT within the State of California.

5. Independent Consultant. CONSULTANT shall perform this Agreement as an independent CONSULTANT. CONSULTANT and the officers, agents and employees of CONSULTANT are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONSULTANT shall, at CONSULTANT's own risk and expense, determine the method and manner by which duties imposed on CONSULTANT by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONSULTANT. NVTA shall

not deduct or withhold any amounts whatsoever from the compensation paid to CONSULTANT, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONSULTANT shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONSULTANT, including the agents or employees of CONSULTANT, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONSULTANT under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NVTA, in addition to any other rights or remedies which NVTA may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONSULTANT.

7. **Insurance.** CONSULTANT 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. CONSULTANT will provide workers' compensation insurance as required by law during the term of this Agreement, CONSULTANT shall provide workers' compensation insurance for the performance of any of the CONSULTANT'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 coverage's upon request by NVTA's Risk Manager.

(b) Liability insurance. CONSULTANT 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 CONSULTANT or any officer, agent, or employee of CONSULTANT under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONSULTANT 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 CONSULTANT's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverage's referenced in 7(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 CONSULTANT with NVTA's Deputy Executive Director prior to commencement of performance of any of CONSULTANT's duties; shall be kept current during the term of this Agreement; shall provide that NVTA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONSULTANT shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONSULTANT not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTA shall pertain only to liability for activities of CONSULTANT under this Agreement, and that the insurance provided is primary coverage to NVTA with respect to any insurance or self-insurance programs maintained by NVTA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTA's Risk Manager, CONSULTANT shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-

insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONSULTANT by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTA, its officers, employees, agents and volunteers or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONSULTANT shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from and against 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, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT or its officers, agents, employees, volunteers, consultants and subconsultants 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 its officers, agents, employees, volunteers, or other consultants or their subconsultants. 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.

9. **Employee Character and Fitness.** CONSULTANT accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of CONSULTANT under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONSULTANT, 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 CONSULTANT's actions in this regard.

10. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 20 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 10 days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NVTA hereby authorizes the NVTA Executive Director to make all decisions.

and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA for cause.

11. **Termination for Convenience.** This Agreement may be terminated by NVTA for any reason and at any time by giving no less than 30 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

12. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVTA, the property of and shall be promptly returned to NVTA, although CONSULTANT may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONSULTANT under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NVTA shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONSULTANT shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONSULTANT shall not be relieved of liability to NVTA for damages sustained by NVTA by virtue of any breach of the Agreement by CONSULTANT whether or not the Agreement expired or was otherwise terminated, and NVTA may withhold any payments not yet made to CONSULTANT for purpose of setoff until such time as the exact amount of damages due to NVTA from CONSULTANT is determined.

13. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NVTA
Kate Miller
Executive Director
625 Burnell Street
Napa, CA. 94559

CONSULTANT
[Name]
[Title]
[Address]
[City, State, Zip Code]

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONSULTANT hereby agrees to comply, and require its employees and subconsultants to comply, with the following policies, copies of which are on file with the Board Secretary of NVTA and incorporated by reference herein. CONSULTANT also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NVTA employees or consultants.

(a) NVTA Policy for Maintaining a Harassment Free Work Environment effective November 18, 2015.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on November 18, 2015.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 4, 2005. To this end, all employees and subconsultant's of CONSULTANT whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on November 18, 2015.

16. **Confidentiality.** Confidential information is defined as all information disclosed to CONSULTANT which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONSULTANT shall hold all such information as CONSULTANT may receive, if any, in trust and confidence, except with the prior written approval of NVTA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONSULTANT shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONSULTANT may retain for its files a copy of CONSULTANT's work product if such product has been made available to the public by NVTA.

17. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONSULTANT; therefore, CONSULTANT shall not assign any interest in this Agreement or subcontract any of the services CONSULTANT is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONSULTANT, or to perform any of the remaining services required under this Agreement within the same time frame required of CONSULTANT shall be deemed to be reasonable grounds for NVTA to withhold its consent to assignment. For

purposes of this subparagraph, the consent of NVTA may be given by its Executive Director.

(b) Effect of Change in Status. If CONSULTANT changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONSULTANT. Failure of CONSULTANT to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. Failure of CONSULTANT to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue.**

(a) Interpretation. 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.

(b) Venue. 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. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

20. **Compliance with Laws.** CONSULTANT shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, and as amended from time to time. 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, CONSULTANT and its subconsultant'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. CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 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 CONSULTANT and any of its subconsultant'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. CONSULTANT agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONSULTANT 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. CONSULTANT shall make the required documentation available upon request to NVTA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONSULTANT under this Agreement are subcontracted to a third party; CONSULTANT shall include all of the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subconsultant.

21. **Taxes.** CONSULTANT agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold NVTA harmless from any liability it may incur to the United States or the State of California as a consequence of CONSULTANT's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTA is audited for compliance regarding

any withholding or other applicable taxes or amounts, CONSULTANT agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONSULTANT which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONSULTANT shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

24. **Conflict of Interest.**

(a) 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. CONSULTANT hereby covenants that it presently has no interest not disclosed to NVTA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NVTA may consent to in writing prior to the acquisition by CONSULTANT of such conflict. CONSULTANT further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONSULTANT agrees that if such financial interest does exist at the inception of this Agreement, NVTA may terminate this Agreement immediately upon giving written notice without further obligation by NVTA to CONSULTANT under this Agreement.

(b) Statements of Economic Interest. CONSULTANT acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONSULTANT to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONSULTANT, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONSULTANT agrees to timely comply with all filing obligations for a consultant under NVTA's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

25. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NVTA from publishing or otherwise distributing applications and information regarding NVTA job openings where such publication or distribution is directed to the general public.

26. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **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.

28. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract.** This Agreement 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.

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

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

"NVTA"

"CONSULTANT"
[NAME OF CONSULTANT]

By _____
KATE MILLER, Executive Director

By _____
NAME, Title, Signature

ATTEST:

By _____
LAURA SANDERLIN, Board Secretary

By _____
NAME, Title, Signature

Approved as to Form:

By _____
NVTA General Counsel

SAMPLE

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide NVTAs with the following services:

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONSULTANT for or under the direction of NVTAs pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report

ATTACHMENT D MEASURE “U” ORDINANCE

Measure U Ordinance - NVT