



REQUEST FOR PROPOSALS

to provide

COMPUTER AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION (CAD/AVL) SYSTEM & AUTOMATED DEMAND-RESPONSE DISPATCH SOFTWARE SYSTEM RFP No. 25-R33

Dear Proposers:

The Napa Valley Transportation Authority (NVRTA) is issuing a Request for Proposals (RFP) for Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System & Automated Demand-Response Dispatch Software System for a term of three (3) years with two (2) one-year (1-yr) options. NVRTA 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 NVRTA office at (707) 259-8790 or download the document in PDF format from the [NVRTA website](#). All inquiries pertaining to this RFP should be emailed to Renel Coombs, Procurement & Contracts Administrator, at the following email address: procurements@nvta.ca.gov copy: rcoombs@nvta.ca.gov. Response to all questions submitted will be answered in accordance with the Procurement Schedule of this RFP.

Please refer to Section II, D. Proposal Submission on the procedures for submitting a timely proposal.

We thank you for your interest and greatly look forward to reviewing your proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Danielle Schmitz".

Danielle Schmitz
Executive Director



REQUEST FOR PROPOSALS

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COMPUTER AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION (CAD/AVL) SYSTEM & AUTOMATED DEMAND-RESPONSE DISPATCH SOFTWARE SYSTEM

RFP No. 25-R33

Issued by:

Napa Valley Transportation Authority

on November 3, 2025

**PREQUALIFICATION RESPONSES DUE:
5:00 P.M. (PST/Local), December 1, 2025**

**PROPOSAL RESPONSES DUE:
5:00 P.M. (PST/Local), December 12, 2025**

Release of RFP authorized by:

A handwritten signature in blue ink, appearing to read "Danielle Schmitz".

Danielle Schmitz, Executive Director

11/03/2025

Date

**REQUEST FOR PROPOSALS
COMPUTER AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION
(CAD/AVL) SYSTEM & AUTOMATED DEMAND-RESPONSE DISPATCH
SOFTWARE SYSTEM
RFP No. 25-R33**

PROCUREMENT SCHEDULE

Issue Date	NOVEMBER 3, 2025
Pre-Proposal Conference (Virtual)	NOVEMBER 12, 2025 (10:00 a.m. PST)
Deadline for Submitting Written Questions	NOVEMBER 19, 2025 (5:00 p.m. PST)
Answers to Written Questions Posted	NOVEMBER 21, 2025
Deadline for Statement of Qualifications	DECEMBER 1, 2025 (5:00 p.m. PST)
Notice to Proposers Prequalification Pass/Fail	December 3, 2025
Deadline for Proposal Submittal	DECEMBER 12, 2025 (5:00 p.m. PST)
Evaluation Period	December 13, 2025 – January 9, 2025
Intent to Award Date	January 12, 2025
Notice of Award Date	January 22, 2025

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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 **November 12, 2025**, at **10:00 a.m. to 10:45 a.m. (PST/local)** via **Microsoft Teams**. Proposers are encouraged to register with Renel Coombs, Procurement & Contracts Administrator at procurements@nvta.ca.gov; copy: rcoombs@nvta.ca.gov in advance to be notified of any changes made to the meeting dates or times.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 230 981 702 064

Passcode: c3yi34Tn

Dial in by phone

[+1 323-591-9484](tel:+13235919484), [467349226#](tel:+1467349226) United States, Los Angeles

[Find a local number](#)

Phone conference ID: 467 349 226#

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 can perform the work identified in the Requirements Statement, 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: procurements@nvta.ca.gov; copy: rcoombs@nvta.ca.gov **no later than 5:00 PM (PST/local) on November 19, 2025**. A response to all questions will be submitted tentative November 21, 2025. Addenda/Clarifications will be emailed to all registered attendees of the pre-proposal conference and will also be posted on the [NVTA website](#). Questions submitted in writing must include Questions for: RFP No. 25-R33 "Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System & Automated Demand-Response Dispatch Software System", in the subject line of the email or letter.

D. Prequalification of Proposers

All Proposers must submit **Attachment D, Statement of Qualifications (SOQ)**, by email to procurements@nvta.ca.gov; copy: rcoombs@nvta.ca.gov **no later than 5:00 p.m. (PST/Local), on December 1, 2025**, to prequalify and be able to submit a full proposal. A notification of results will be emailed to each Proposer who submitted a SOQ on December 3, 2025. The purpose of this prequalification process is to identify and select the most qualified and experienced firms capable of successfully undertaking the project described herein. The SOQ indicates which items are considered “Pass or Fail” and only those Proposers who can comply with all items considered “Pass or Fail” items will be considered for further evaluation. Prequalification is not a guarantee of contract award but is a prerequisite for accepting a full proposal.

E. 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:

Danielle Schmitz
Executive Director
Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

RFP No. 25-R33

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 5:00 PM (PST/local), December 12, 2025.** Proposals shall only be submitted by email to Renel Coombs Procurement and Contracts Administrator: procurements@nvta.ca.gov; copy: rcoombs@nvta.ca.gov, with the subject line titled Proposal for RFP No. 25-R33 Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System & Automated Demand-Response Dispatch Software System. 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.

F. 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.

G. 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 emailing Renel Coombs, Procurement & Contracts Administrator at procurements@nvta.ca.gov; copy: rcoombs@nvta.ca.gov a written request for withdrawal signed by, or on behalf of, the Proposer.

H. Rights of NVTA

This RFP does not commit NVTA to enter 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.

I. Contract Type

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

J. 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 make 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 must be 1) clear and concise 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: procurements@nvta.ca.gov; copy: rcoombs@nvta.ca.gov.

C. Cost Proposal

A Cost Proposal must be submitted as a separate attachment from the technical proposal.

The Cost Proposal along with Proposers Rate/Fee Schedule shall be submitted, as a separate attachment from the technical proposal, by email to Renel Coombs, procurements@nvta.ca.gov; copy: 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. Table of Contents
3. Transmittal Letter
4. Executive Summary
5. Background and Experience
6. Qualifications
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. TABLE OF CONTENTS

Include sections of proposal with page numbers, preferably with a link within document to quickly navigate to sections.

3. 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 120-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:

Danielle Schmitz
Executive Director
Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

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4. 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. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken.

5. PROPOSER BACKGROUND AND EXPERIENCE

A minimum one (1) page description of the Proposer's background history, including Proposer's experience in the development, implementation, and support of hosted CAD/AVL and/or automated dispatching systems.

6. 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 two (2) years that would be able to speak about their experience meeting the objectives of this project: CAD/AVL System & Automated Demand-Response Dispatch Software System. Preferably, references should include a transportation agency. References 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.

7. STAFFING AND PROJECT ORGANIZATION

This section should identify the Firm's team, including subcontractors, for the CAD/AVL System & Automated Demand-Response Dispatch Software System, their roles and key specialties. The team must include senior staff positions and indicate their level of commitment and the amount of time senior staff will be dedicated to the project. Include the Primary Contacts for project implementation and postproduction and during maintenance phases of the contract. Contact information for Primary Contacts must include: Name and Title, Mailing Address, Phone and Email Address.

Provide resumes for only those people expected to work on the project scope of this RFP, including subcontractors, highlighting relevant experience to the CAD/AVL System & Automated Demand-Response Dispatch Software System. Resumes must be kept to no more than two (2) pages and can be included as an appendix to the proposal.

This section must include a narrative description of past performance of proposed key team members assigned to this project and the Proposer's experience working with proposed subcontractors on past, similar projects.

List any present activities and job commitments that will occur during the performance of the work proposed and any potential or real conflicts of interest.

8. PROJECT UNDERSTANDING AND PROPOSER SOLUTION INCLUDING ANY ALTERNATE SOLUTIONS AND/OR OPTIONS

This section is used to describe the proposed solution for the project, attachments, and any subsequent addenda.

Primary proposed solution must indicate Proposer has a complete understanding of NVTA's on-board environment and must clearly and concisely describe how Proposer intends to meet NVTA's objectives and requirements, to include how Proposer intends to schedule and implement the proposed plan, using a Gantt chart or similar representation. Proposer must include a written narrative explaining the benefits of the proposed solution and how it will meet NVTA's goals, outlined in Section IV, 1.7. "Agency Goals" of the Requirements Statement.

Additionally, Proposer must include a system maintenance schedule expected to be conducted for the term of the contract, as part of their proposal.

Proposer may include separate from the primary proposed solution, a proposed alternative method titling it as such. The alternate method must

meet NVTA's overall objective and requirements. Alternative methods are encouraged since system technologies and capabilities are dynamic and NVTA does not have the full scope of what is available in the current market. The alternative method, along with any or all optional equipment and any or all add-ons, shall be priced separately from the proposed primary method. Proposer must propose the system as complete and should explain why this alternative method is being recommended in terms of capabilities, price and other factors related to NVTA's goals.

For evaluation purposes, alternative solutions and/or optional add-ons will not be evaluated as part of the technical evaluation so NVTA is able to do an apples-to-apples comparison; however, the alternative solutions and/or optional add-ons will be considered as part of the award therefore NVTA maintains the discretion to award any or all of the alternative solutions or options provided from this solicitation.

9. 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.

10. APPENDICES

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

SECTION IV – REQUIREMENTS STATEMENT – Attached

1. Agency Descriptions and Background

1.1. General Information

Contractor must provide a complete system that combines Computer-Aided Dispatch (CAD) software Automatic Vehicle Location (AVL) System, and Automated Demand-Response Dispatching Software to include hardware and software. The proposed system must present an optimal, unified solution that allows NVTA dispatchers the capability to easily monitor and track vehicles performing both fixed route and demand-response service and NVTA personnel the ability to track ADA compliance and utilize reporting tools. Contractor is required to do project implementation, installation, system configuration, and support services. Contractor will also be required to perform regular maintenance on the system during the contract term of the contract.

1.2. Background and Service Description

NVTA operates the Vine Transit System. Vine Transit provides fixed route transit throughout Napa Valley and connections to the greater Bay Area via the Vallejo Ferry Terminal, El Cerrito Del Norte BART Station, Fairfield Transit Center and the Suisun Train Depot. Additionally, Vine Transit operates geofenced on-demand shuttles within the city limits of local jurisdictions (American Canyon, Yountville, St. Helena and Calistoga) and paratransit services within 0.75mi of fixed-route transit stops throughout Napa County.

The geography of Napa Valley and the surrounding areas served lend itself to very poor cellular reception making it a challenge for Vine Transit vehicles to reliably report data creating an uncertainty for passengers. NVTA is actively seeking solutions, such as wide-band antennae and satellite connectivity to improve the reliability data coming from our vehicles. NVTA is looking for a CAD/AVL partner who will proactively assist in improving the quality and reliability of data transmitting from Vine Transit vehicles and providing ongoing maintenance to ensure that any in-person servicing of hardware to resolve data gaps can be accomplished in a timely manner.

NVTA's administrative offices are located at the Authority's primary transit terminal, Soscol Gateway Transit Center, 625 Burnell Street, Napa, CA 94559. NVTA's fixed route services (The Vine) and ADA Paratransit (VineGo) are contracted with and operated by Transdev, Inc. Transdev is responsible for all reservations, scheduling, delivery of trips and customer service.

All fixed-route service is schedule-based. At the present time, NVTA is not planning to

implement headway-based service for any of its fixed-route services.

All fixed-route vehicles are agency-owned as is most of the onboard equipment.

Vine Transit often uses paratransit vehicles to augment the fixed-route fleet. Paratransit vehicles will require the same CAD/AVL and communication functions to be installed as the fixed-route vehicles since both paratransit & fixed-route vehicles will be managed the same by operations staff and road supervisors. NVTA wants staff to have the ability to monitor locations and communicate with paratransit vehicles when used in fixed-route service. NVTA is not seeking paratransit scheduling or service operations software as part of this solicitation. NVTA will continue to use Trapeze for this function, but the data terminal or tablet installed in the paratransit vehicles to operate the CAD/AVL system must have the ability to download the DriverMate App from Trapeze.

This table provides numerical attributes of the fixed-route service provided by NVTA. See **Appendix B, Fleet Information** for more detailed fleet information.

Current Number of Fixed Route Coaches	46
Current Number of Demand Response	6
Current Number of Paratransit Vehicles	10
Average Number of Vehicles Operating in Maximum Service (in FY 25)	47
Number of Fixed Routes	12
Number of On-Demand Services	4
Number of Bus Stops	374

1.3. Schedule

The project is expected to begin on the date of the Notice-to-Proceed with the system being inspected/accepted and deployed no later than 7/1/2026. Proposer must include in their proposal, a realistic project schedule that includes all relevant project phases and elements such as design, server configuration, hardware procurement, installation, system integration, testing, training, inspection and acceptance, and a Go-Live period. NVTA requests a schedule in the Gantt chart format or similar.

Additionally, Proposer must include as part of their Proposal, a Post Go-Live Maintenance Support plan.

1.4. Submittals

After award and prior to starting work, Contractor must provide the following submittals to

NVTA:

1. Project Schedule
 - a. Contractor will be required to develop a project schedule using a Gantt chart or similar. Implementation begins on 01/21/2026 with roll-out taking place no later than 07/01/2026. Include all relevant project phases and elements including at least design, server configuration, hardware procurement & installation, system integration, testing, training, system acceptance, and Go-Live. (Include proposed project schedule as a Gantt chart or similar)
2. System Security Plan
 - a. Contractor will be required to develop a comprehensive System Security Plan that identifies the system elements that require protection; potential threats and risks; and mechanisms, procedures and processes to deter, detect and neutralize such threats and risks; detail how the system protects consumer's Personally Identified Information (PII) from potential threats and risks. The plan shall also identify any expectations or responsibilities of the transit agency related to the provision of system security. This plan must be reviewed and approved by the contracting agency.
3. Integration Test Plan
 - a. A formal Integration Test Plan for all external systems will be developed and executed as part of the project using Section 1.6. Current Technology. Part A will cover external systems (e.g. scheduling system, agency website) and Part B will cover onboard systems (e.g., headsigns, farebox, Clipper.) Contractor staff will perform these tests. Transit agency staff must witness and sign off all Part A tests on three vehicle types and at minimum the first three coach for Part B tests.
4. Training Plan
 - a. A formal Training Plan will be developed and executed as part of the project. It will include discrete tracks for at least System Administrators/I.T., Supervisors/Dispatchers, Road Supervisors, Operators, Planners, Vehicle Maintenance and Wayside Signage Maintenance. The program includes a combination of live training, pre-recorded video training, and electronic training materials. All pre-recorded and electronic materials remain available to staff at no cost as long as the agency remains under contract to use the CAD/AVL and Demand Response system.
5. Acceptance Plan
 - a. An Acceptance Plan will be developed and executed as part of the project. The Plan will be developed by Contractor with Agency input and will include sufficient detail to demonstrate that the system meets the requirements required by Contract. The Plan will identify the procedures to be used, the resources required, and the expected outcomes. The Acceptance Plan will be executed by the Agency, which may request either on-site or remote assistance of the Contractor.
6. Post "Go-Live" Support/Maintenance Plan
 - a. A formal post Go-Live Support Plan will be developed that includes monitoring of on-site systems, on-board hardware support, and remedial

training, etc. for at least 30 days.

1.5. System Architecture

Proposers should fully describe the system's architecture being proposed in this submission. Hardware & software components should be listed and their capabilities & features described in the context of their application to NVTA requirements and goals. Proposers must include all elements necessary to fully implement the project, including any third-party solutions, services or products necessary to complete the total installation including the optional technologies.

1.5.1. Describe the system architecture, physical location or cloud provider(s) of servers, and redundancy, backup/restore or failover design. Provide system uptime statistics.

1.5.2. Include system and data flow diagrams.

1.5.3. Include diagrams that illustrate the proposed system integration including back-office, on-board and external systems.

1.5.4. Highlight any additional functional capabilities of the proposed system not specified in the RFP.

1.5.5. Include a sample of all NTD standard reports.

1.6. Current Technology

Current technologies in use at NVTA are outlined below and in **Appendix B, Fleet Information**.

NVTA wishes to minimize project costs and to maximize the value of hardware and software that is Agency owned but is also flexible to discuss areas where reduced cost and maintenance or increased functionality is possible. If proposed product is compatible with existing agency hardware (for example, APCs, GPS antenna) but Proposer recommends an alternative solution, describe both in terms of pros & cons and relative purchase & installation costs. Where your product is not compatible and requires replacement, explain why and provide that unit and total cost.

1.4.1 CAD/AVL System: NVTA currently uses GMV Syncromatics CAD/AVL system via a 2022 procurement. This system is installed on all forty-six (46) fixed routes and ten (10) paratransit vehicles

1.4.2 Demand Response System: NVTA currently uses Transloc via a 2022 procurement. The only hardware used for this system is iPads and the corresponding mounts. These are installed on all six demand response vehicles

1.4.3 Voice Communications: NVTA uses radios for voice communications. These are expected to be retained and, ideally, incorporated into the new CAD/AVL system. NVTA are open to the idea of shifting to VOIP for primary voice communications if proven adequate in quality & coverage and cost-effective.

However, due to signification areas of known cellular service degradation, all NVTA intend to retain their public mobile radio systems. In the event these cannot be integrated into the new CAD/AVL system, they'll remain as standalone backup communications mode. In your proposal, consider and describe both the feasibility and the cost-benefit of radio system integration.

- 1.4.4 MDTs and Data Communications:** NVTA uses GMV Syncromatics Getac tablets for fixed routes and iPads with Transloc Driver app installed for on-demand. Getacs will be replaced under this procurement and a new 5G cellular data connection provided either in a new tablet or MDT or in a separate Mobile Access Radio (MAR). iPads would either be replaced, if the CAD/AVL vendor was able to provide one MDT for both fixed-route and on-demand services, or NVTA would look to continue to utilize iPads for on-demand if the automated demand response software was available to download from the Apple App Store.
- 1.4.5 Routers:** NVTA has twenty-three (23) Digi TransPort WR64 MARs, as well as Twenty-three (23) Cradlepoint R1900 routers, each featuring dual-sim ports connected to both AT&T and Verizon networks. NVTA is looking to keep all Cradlepoint routers and replace all Digi routers with cradlepoint as part of this installation so that all 46 fixed route buses have the same type of router. Due to the poor cellular connectivity in Napa Valley, NVTA is actively seeking enhanced antennae to improve the visibility of vehicles for dispatchers and passengers. In your proposal, please identify any wide-band antennae options that have been successful for your partner agencies, and which could have the potential to improve NVTA's vehicle connectivity. NVTA intends to implement a pilot project of wide band antennas around the time of implementation of the new CAD/AVL system.
- 1.4.6 Onboard Integration:** GMV Syncromatics integrates with all onboard technology through J1708 port.
- 1.4.7 Fareboxes:** NVTA utilizes GFI Genfare Odysseys & Genfare Fastfare boxes. Clipper integration with Clipper 2 to minimize driver log-on and onboard equipment is mandatory.
- 1.4.8 APCs:** NVTA uses UTA's model 30 IR system. These have been certified by the FTA and NVTA prefer to keep and integrate them with the new CAD/AVL system.
- 1.4.9 Headsigns:** NVTA use various models of Luminator, Transign, I/O Controls, and Hanover headsigns. NVTA seeks a CAD/AVL provider which can integrate with these four headsign manufacturers.
- 1.4.10 Cameras/DVRs:** NVTA uses TSI camera system hardware.
- 1.4.11 Scheduling system:** NVTA uses Remix as its scheduling software.
- 1.4.12 Transit Signal Priority (TSP):** Six fixed route vehicles are currently integrated with MioVision TSP hardware and the new CAD/AVL provider must be prepared to integrate new Cradlepoint routers with this TSP software system. NVTA may choose to add TSP hardware to additional buses during the life of this contract.
- 1.4.13 Transit Center and Bus Stop digital signage.** NVTA has web-based eTIDs located at the Soscol Gateway Transit Center and are seeking a CAD/AVL vendor to provide a web-based platform to display upcoming departures here at

our main transit center, and at future sites after eTIDs are installed. Currently, these are also being installed at Imola Park and Ride and Redwood Park and Ride.

1.4.14 Onboard hardware that is **expected to be replaced** under this CAD/AVL system procurement includes: GMV Syncromatics, Getac tablets, Digi Routers and potentially also, GPS antennas, AVA amplifier and iPads if the new Demand Response Software is not compatible.

1.4.15 Hardware that is **not expected to be replaced** includes radios, MARs, headsigns, fareboxes, APCs, AVA speakers, cameras, Cradlepoint routers, Clipper validators, and DVR systems.

1.7. Agency Goals

The purpose of this procurement is to implement a new CAD/AVL and automated demand response dispatching system that advances NVRTA ability to make safer, more reliable, and more timely transit service decisions. Ultimately, the objectives of the project are to provide better service management, better asset performance, better customer information, and better operational plans and schedules through a set of integrated technologies.

The operational goals for the CAD/AVL system include:

1. **Improve Dispatch Reliability and Efficiency** – By directing more and better real-time information to dispatchers and supervisors, time-consuming and distracting radio communications can be minimized. With real-time information at their desk, staff can respond better to public inquiries, adapt more quickly & easily in case of emergencies, and make any necessary service adjustments. With more data and a more powerful mobile app, Road Supervisors can more effectively manage service delivery in the field.
2. **Improve Predictive Arrivals for Passengers** – NVRTA is looking to make significant improvements to real-time arrival information on our passenger-facing interactive map & on Google Transit, Transit App, Apple Maps, etc. This will be performed through a combination of the implementation of a new CAD/AVL system & improved antennae coverage through the potential integration of wide-band antennae.
3. **Improve On-time Performance** – The AVL system shall display continuous, real-time information to drivers to speed up or slow down between established time points to stay on schedule. It shall collect & report OTP data to permit transit planners to spot systematic schedule adherence problems. With this information, planners will be able to adjust routes or schedules accordingly. The system will also provide flexibility to set and adjust the parameters for on time performance.
4. **Increase Ridership** – By improving on-time performance, automating on-

board announcements and signs, and making transit more user-friendly by enabling 511 Transit and third-party vendors to produce mobile applications. Increasing the availability of real-time information to transit riders will allow them to plan for upcoming trips, select specific stops to find real time departures, set alarms for upcoming departures, and view current loads to help choose the best route and bus. Upgrading to Clipper 2 when available will provide better and easier payment options.

5. ***Improve Scheduling and Planning*** – By providing more accurate data and more flexible access to it, allowing easier analysis and the development of more realistic schedules. The CAD/AVL system should provide robust access to a historical database which enables planners and transit analysts to select more effective bus stop placements, to create more realistic schedules, and to generate more accurate ridership counts.
6. ***Improve Data Management and Reporting*** – By automating data collection and improving the accuracy and accessibility of data for transit operators, transit planners, and National Transit Database (NTD) passenger mile reporting.

The operational goals for the Automated Demand-Response Dispatch include:

7. ***Improve Data for Passengers and the Entire Operations Team***- provide route and vehicle information in real-time via a web and app interface to users, schedulers, dispatchers, drivers (via in-vehicle equipment), supervisory personnel and managerial personnel.
8. ***Maintain an Application Personalized to NVTA*** - The existing Demand Response application is a white label app and is called the RideTheVine App. NVTA would like the ability to have a unique name for the app with a personalized name for each of the four distinct services, American Canyon Transit, St. Helena Shuttle, Calistoga Shuttle and the Yountville Bee.
9. ***Improve Data Management and Reporting*** – By automating data collection and improving National Transit Database (NTD) passenger mile reporting. Development and distribution of a GTFS-Flex feed to support including in trip planning applications and enable riders to travel seamlessly from demand response to fixed route and vice versa.

1.8. Requirements

Included as an attachment to the RFP, the Statement of Qualifications (SOQ) will serve as a pre-qualification measure. Proposers must successfully prequalify to be able to submit a formal proposal for this requirement. The Matrix must be filled out completely and submitted by the due date listed in the RFP. Proposers are to check the fields that

best describe their capabilities, accounting for any plans in their proposal to either perform alone or subcontract part of the work. Proposers can use the “Vendor Comments” section to expand upon their responses; comments should be typed and concise. Proposers may also use a separate attachment labeled “Comments” to allow for more space. The comment numbering must match the matrix fields.

1.9. Milestone Based Payment, Alternates/Optional Line Items, and Warranty

NVTA is seeking an “end-to-end” pricing to include design, development, installation, testing, and deployment of the system. Proposers shall prepare a milestone-based payment schedule for the activities leading up to the deployment of the system and provide pricing for optional modules, technologies, and/or services following implementation schedule. The cost proposal will include three (3) base years with two (2) one-year options.

NVTA estimates the following project payment milestones based on the chart below; however, Proposers are welcome to propose an alternative schedule based on the solution being proposed:

Project Payment Milestone	% of Implementation Cost
System design documents complete and accepted by agency	10%
Onboard hardware installed and accepted by agency	30%
Public signage installed and accepted by agency	5%
Training complete and accepted by agency	10%
Seven (7) days system operation beyond go-live	30%
Thirty (30) days system operation beyond go-live	10%
Closure of all Customer Support issues opened prior to 7 days after system go-live	5%
TOTAL	100%

Pricing for warranty shall be for a minimum of three (3) years for parts and labor with an option to extend the warranty for an additional two (2) years.

Proposers will also be given the opportunity to propose alternate methods and optional add-ons, which shall be priced separately.

As part of the best and final offer phase, NVTA and intended awardee may negotiate any or all the elements of the proposal, including the options and alternate methods proposed, alternate pricing, warranty and terms of the agreement.

1.10. Project Kickoff and Notice-to-Proceed (NTP)

Once the Contract is awarded, and fully executed, NVTA will schedule a project kickoff meeting with awardee(s). This meeting will discuss the project schedule, submittals, time for completion, testing requirements, invoice and payment, maintenance schedule, warranty period and other topics as required.

The Notice-to-Proceed (NTP) will be issued to start the project and is point of time used to track project completion, payments and warranty.

1.11. Acceptance Testing

Prior to deploying the system, NVTA will conduct an acceptance testing period. The Project Schedule and Acceptance Testing Plan will be required as submittals to NVTA following the kickoff meeting, and prior to NVTA issuing a notice-to-proceed (NTP) to start work.

Acceptance testing will be conducted using a punch list, checking to ensure system fully complies with contract requirements. Errors identified using this punch list will be remedied as a condition for acceptance towards payment and final completion of project.

1.12. Appendix A Glossary (Attached)

1.13. Appendix B Fleet Information (Attached)

Appendix A

Glossary

ABC	Automatic Bicycle Counter
APC	Automatic Passenger Counter
API	Application programming Interface (used primarily for 3 rd -party integrations)
AVA	Automatic Voice Announcement system for voice annunciation of service messages & upcoming stops
BAFO	Best and Final Offer
CAD/AVL	Computer-Aided Dispatch/Automatic Vehicle Location
Clipper, C1, C2	The San Francisco Bay Area's regional transit fare payment card system; may refer to Clipper ver. 1, live since 2010, or Clipper ver. 2, due in late 2021
DVR	Digital Video Recorder
EA	Emergency Alarm
FAR	Federal Acquisition Regulation, Foresight Augmented Reality
FMS	Fuel Monitoring/Management System
FOIA	Freedom of Information Act
FTA	Federal Transit Administration
GPS	Global Positioning System
GTFS	General Transit Feed Specification
GTFS-RT	General Transit Feed Specification-Real Time
IEB	Interface Expansion Box
IVR	In-Vehicle Router/Gateway
IVU	Integrated Vehicle (Logic) Unit
LAN	Local Area Network
MAR	Mobile Access Radio
MDC	Mobile Data Computer (aka MDT)
MDT	Mobile Data Terminal (aka MDC)

MTC	Metropolitan Transportation Commission
NTD	National Transit Database
RFI	Request for Information
RFP	Request for Proposal (formal solicitation)
RWD	Responsive Web Design
TNC	Transportation Network Companies
TSP	Transit Signal Priority
VLU	(Integrated) Vehicle Logic Unit
WLAN	Wireless Local Area Network

Appendix B

Fleet Information

Napa Valley Transportation Authority

Vehicles				Automatic Passenger Counters (APC)	Automatic Voice Annunciators (AVA)		Farebox	Headsign	Cameras/DVR
Qty	Make	Model Year	Model	System Installed?	Microphone/PA System	AVA Installed ?	Make/Model	Make/Model	Make/Model
14	Gillig	2025	40' battery electric	UTA model 30	Yes	Yes	Genfare Fastfare	Luminator	TSI-CAM-00007/ TSI-XDMR Series
11	El Dorado	2013, 2016	40' diesel	UTA model 30	Yes	Yes	Genfare Odyssey	4 Luminator 7 Hanover	TSI-CAM-00007/ TSI-XDMR Series
8	El Dorado	2013, 2016	35' diesel	UTA model 30	Yes	Yes	Genfare Odyssey	6 Luminator 2 Hanover	TSI-CAM-00007/ TSI-XDMR Series
5	El Dorado	2013	35' CNG	UTA model 30	Yes	Yes	Genfare Odyssey	Luminator	TSI-CAM-00007/ TSI-XDMR Series

6	El Dorado	2016	32' CNG (Axess)	UTA model 30	Yes	Yes	Genfare Odyssey	Transign	TSI-CAM- 00007/ TSI-XDMR Series
5	BYD*	2021	30' electric (K7M-ER)	UTA model 30	Yes	Yes	Genfare Odyssey	I/O Controls	TSI-CAM- 00007/ TSI-XDMR Series
25	Ford**	2007, 2011, 2014, 2016, 2020, 2024, 2025	El Dorado Aeroligh t; Starcraft ; and Glaval Cutaway s	N/A	Yes (10 Glavals only)	Yes	Genfa re Odyss ey	Luminator & Hanover	TSI-CAM- 00007/ TSI-XDMR Series
74									

*- two additional BYD K7M-ER on order, expected in FY 27

** - Due to low spare ratio, cutaways are frequently used in fixed route service
Voice Communications: Communications: High-band
Motorola Model XPR5550e, 4G cellular data
modem
Data Communications: Digi/Transport WR64; CradlePoint
IBR900

MDC/VLU GPS receiver: Garmin/Can310

SECTION V - REQUIRED QUALIFICATIONS

- A. Proposer and its sub-consultant(s) must be licensed by the State of California or to do business in 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.

B. Scoring Criteria Descriptions

Proposers shall refer to Section IV Requirements Statement for NVTA's expectations to meet this criterion. The criteria listed below will be the elements of the proposal that will be evaluated and scored.

A. Qualifications and Experience of Project Team

- Demonstrated successful performance on similar/related projects
- Experience, technical competence and role of subcontractors, including past performance working experience as a team on other projects
- Relevant experience of the Project Manager, key members and subcontractors
- Senior staff availability and time commitment of key personnel
- Financial stability

B. Project Methodology / Approach to Work

- Demonstrated knowledge of the work required
- Approach and proposed methodology to the project scope, including training and schedule
- Technical merits of proposed solution including organizational logic, quality, advantages, and cost control measures
- Use of components and software proven in service on similar projects
- System flexibility and upgradeability
- Innovative approaches to service delivery and on-going operational support

C. System Functionality / Technical Solution

- Completeness of solution
- Scalability

- Passenger Information System
- Mapping
- Changeable Message Signs
- Personal Communication Devices
- Technology Solution
- Architecture
- Reporting Capabilities
- Integration

D. Training and Support

- Training Plan and Schedule
- Production Support
- Ongoing Maintenance and Technical Support

E. Cost Effectiveness

- Total Implementation Cost
- Five-Year (5-Yr) Total Service Cost

C. Evaluation and Scoring Criteria

An Evaluation Selection Recommendation Committee (ESRC) will be selected to review and score the proposals submitted using the following formula: $(a \times b) =$ weighted score then weighted scores are then added together to provide the weighted average. Proposers with the highest weighted averages will be ranked as 1, 2, and 3.

The proposals are scored on a scale of 1 through 5, with 1 = Not Meeting, 3 = Meets Requirement and 5 = Meets or Exceeds.

The individual or composite rating prepared by the ESRC will not be revealed prior to the contract award; however, following award, Proposers are encouraged to schedule a debrief with ESRC to go over individual scores and details.

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

$(a \times b) =$ Weighted Score; Add Weighted Scores = Weighted Average

CRITERIA	a. WEIGHT %	b. Scores (1-5)
<i>A. Qualifications and Experience of Project Team</i>	10	
<i>B. Project Methodology / Approach to the Work</i>	10	
<i>C. System Functionality / Technical Solution</i>	40	
<i>D. Training and Support</i>	10	

<i>E. Cost Effectiveness</i>	30	
TOTAL	100%	

D. 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 including a product demonstration, 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.

E. 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.

F. Contract Award

NVTA reserves the right to award a Contract to one or more firms from this solicitation. Upon conclusion of the interviews, if any, and best and final offer, NVTA will 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 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 contributed 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. If 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 the 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.

NVTA has not established a DBE goal for this contract. 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 procurements@nvta.ca.gov; copy: 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, as an Addenda to this RFP.

Late proposals will not be considered.

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

Danielle Schmitz

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

RFP No. 25-R33

Attachments to follow.

ATTACHMENT A REQUIRED FORMS

(Attached)

GENERAL INFORMATION FORM

(To be completed by the Proposer and placed at the front of the Proposal)

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

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. 1 _____ Dated _____

Addendum No. 2 _____ Dated _____

Addendum No. 3 _____ Dated _____

Addendum No. 4 _____ Dated _____

PROPOSER/BIDDER: _____

Street Address

City, State, Zip

Signature Authorized Signing Official

Title and Date

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

Print Name, Title and Signature

Date

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.

Print Name & Title and Signature

Date

BID PROPOSAL CERTIFICATE
(if Corporation)

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____
President of the Corporation, be and is hereby authorized to execute the Bid Proposal dated _____, 20____, for the _____ project, in the County of Napa, and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20_____.

Secretary

(SEAL)

BIDDER'S AFFIDAVIT OF NON-COLLUSION SUBMITTED WITH BID

_____, [Contractor] hereby declares that:

He or she is _____ [title/position] of _____, [company name] the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Executed on _____ at _____
(DATE) (PLACE)

SIGNATURE

Public Contract Code section 7106

Code of Civil Procedure section 2015.5

END OF BIDDER'S AFFIDAVIT OF NON-COLLUSION SUBMITTED WITH BID

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 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.

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 or use an attachment.

QUESTIONNAIRE AND FINANCIAL ASSURANCE STATEMENT

The following statements as to experience and financial qualifications of the Bidder are submitted in conjunction with the proposal as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

The Bidder has been engaged in the contracting business under the present business for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to contractor, except as follows:

List all claims and lawsuits presented or filed in the last five (5) years, regardless of the form, regarding any public works project:

The following contracts for work have been completed in the last three (5) years for the persons, firm or authority indicated and to whom reference is made:

Year	Type of Work-Size, Length and Contract Amount	Location and For Whom Performed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20_____.

PRINCIPAL

SURETY

By _____

By _____

Name and Title

Name and Title

Address

City State Zip

Phone Number

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

NVTA Executive Director

NVTA Attorney

END OF MAINTENANCE BOND

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

FEDERAL PROJECT NUMBER: _____

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
					DIR Reg Number				
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
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City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
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								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	

AFFIDAVIT OF LEVIN ACT DISCLOSURE STATEMENT

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

Current members of the NVTA Board of Directors are:

Scott Sedgley	Amber Manfree	Paul Dohring	Mark Joseph
Liz Alessio	Margie Mohler	Donald Williams	Kevin Eisenberg
Robin McKee	Michelle Deasy	Pierre Washington	Bernie Narvaez

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.

End of Disclosure Statement

CALTRANS DBE/ DBE REQUIREMENTS

NVTA has **not** established a Disadvantage Business Enterprise goal for this Agreement.

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 supplies, or as a trucking company. *Page 52 of 61*
- 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.



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)

ATTACHMENT C SAMPLE PROFESSIONAL SERVICES CONTRACT

(Attached)



NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 25-C49

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 CONTRACTOR NAME whose mailing address is _____, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, NVTA wishes to obtain specialized services in order to _____; and

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

WHEREAS, CONTRACTOR 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 CONTRACTOR, and CONTRACTOR 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 CONTRACTOR 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.** CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR’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 CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR 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 CONTRACTOR to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy which indicates, at a minimum, CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR within the State of California.

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

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

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR 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 CONTRACTOR.

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

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

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

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

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of

or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

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

(c) Certificates. All insurance 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 CONTRACTOR with NVTA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR'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) CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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 **Choose one:** all acts or omissions or, if an architect, engineer or surveyor, , pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR or its officers, agents, employees, volunteers, Contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other Contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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 CONTRACTOR 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 CONTRACTOR 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) CONTRACTOR 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 CONTRACTOR shall not be relieved of liability to NVTA for damages sustained by NVTA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NVTA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NVTA from CONTRACTOR 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

CONTRACTOR
[Name]
[Title]
[Address]

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NVTA and incorporated by reference herein. CONTRACTOR 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 contractors.

(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 subcontractor's of CONTRACTOR 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 CONTRACTOR which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR 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, CONTRACTOR shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR'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 CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR 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 CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. Failure of CONTRACTOR 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 CONTRACTOR 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.** CONTRACTOR 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, CONTRACTOR and its subCONTRACTOR's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental

disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTA by the State of California pursuant to Agreement between NVTA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR 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 subcontractor.

(NOTE: Include the following paragraphs (d – h) if federal dollars are used in this contract. If not, delete these and the Attachment 1)

(d) Federal Required Clauses. Notwithstanding anything to the contrary in this Agreement, pursuant to 29 C.F.R. 97.36(i), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the Federal Transit Administration for federally funded contracts, to the extent they are applicable to the

services to be provided under this Agreement, and as set forth in Attachment 1, attached hereto and incorporated herein by reference.

(e) Federal Changes - CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in Appendix E for RFP/RFQ #20__-__ and the Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

(f) No Obligation by the Federal Government

1. NVTA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NVTA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(g). Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs if CONTRACTOR intends to engage any subcontractors. The national goal for participation of Disadvantaged Business Enterprises (DBE) is ____%. The agency's overall goal for DBE participation is ____%. A separate contract goal has not been established for this procurement. If applicable, CONTRACTOR shall comply with the Disadvantaged Business Enterprise contract provisions/Caltrans Disadvantage Business Enterprise provisions contained in Appendix ____ for RFP # ____ - ____ incorporated herein.

(h). Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All relevant contractual provisions required by DOT, as set forth in FTA Circular 4220.1F shall be compiled by the parties. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform

any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

21. **Taxes.** CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'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, CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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.** CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONTRACTOR 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 CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as

required by state law which requires CONTRACTOR 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 “CONTRACTOR”, 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 CONTRACTOR, although holding a “designated” position as a contractor, 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. CONTRACTOR agrees to timely comply with all filing obligations for a contractor 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”

“CONTRACTOR”

[NAME OF CONTRACTOR]

By _____
DANIELLE SCHMITZ, Executive Director

By _____
NAME, Title, Signature

ATTEST:

By _____
LAURA SANDERLIN Board Secretary

By _____
NAME, Title, Signature

Approved as to Form:

By _____
NVTA General Counsel

ATTACHMENT 1 – FEDERAL CONTRACT REQUIREMENTS

1. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the NVTA Executive Director or a designated representative and CONTRACTOR. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

2. TERMINATION

Contractor's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement, and may be cause for termination of the Agreement.

3. RETENTION OF RECORDS

Contractor agrees to keep, in accordance with generally accepted accounting principles, all records pertaining to the project for audit purposes for a minimum of three (3) years following final payment to Contractor or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until NVTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4. AUDITS

Contractor agrees to grant NVTA or any agency that provides NVTA with funds for the Project, including but not limited to, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, and their authorized representatives access to Contractor's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of the Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway, and for the retention period specified herein. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor further agrees to include in all its third-party contracts hereunder a provision to the effect that the Contractor agrees that NVTA, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

5. LICENSE TO WORK PRODUCTS (reserved)

6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132; and 49 U.S.C. § 5332 for federally funded projects, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, or sex, discriminate or permit discrimination against any employee or applicant for employment

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa Valley Transportation Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offers, including those who qualify as a DBE. A DBE contract goal of 0 percent has been established for this contract. The bidder/offeree shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeree will be required to submit the following information:

- (a) the names and addresses of DBE firms that will participate in the contract;
- (b) a description of the work that each DBE firm will perform;
- (c) the dollar amount of the participation of each DBE firm participating;
- (d) Written documentation of the bidder/offeree's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- (e) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (d); and
- (f) if the contract goal is not met, evidence of good faith efforts.

The contractor, subrecipient, 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.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contract receives from NVTA. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time

frame may occur only for good cause following written approval of the NVTA. This clause applies to both DBE and non-DBE subcontracts.

Failure to comply with the terms of this provision may result in any or all of the following actions including but not limited to:

1. A finding of material breach of contract
2. Suspension of payment of invoices
3. Bringing to the attention of the Department

of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties result) provided in 26.109.

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. Forms 1 and 2 should be provided as part of the solicitation documents.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

In the event that this project is funded by FTA in whole or in part, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NVTA requests which would cause NVTA to be in violation of the FTA terms and conditions.

9. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES (Reserved)

10. STATE ENERGY CONSERVATION PLAN

Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321)

11. DEBARMENT

Contractor certifies that neither it nor any of its participants, principals, or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by NVTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to NVTA, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. CLEAN AIR AND WATER POLLUTION ACTS

Contractor agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor agrees to report each violation to NVTA and understands and agrees that NVTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

13. LOBBYING

Contractor agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. § 1352 and 49 CFR Part 20. In addition, in the event the Agreement exceeds \$100,000, Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 and shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each proposal or offer exceeding \$100,000).

14. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, from claims that to the extent they arise out of, pertain to, or relate to the negligent acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering professional services under this Agreement which constitute negligence, recklessness, or willful misconduct, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence or willful acts of NVTA

or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that Contractor's obligation to defend the NVTA is solely limited to reimbursing NVTA for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NVTA which are ultimately determined to be due to Contractor's negligence, recklessness or willful misconduct. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement.

15. COMPLIANCE WITH LAWS

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and requirements of the federal, state or local government, and any agency thereof, including, but not limited to NVTA, the U.S. DOT and FTA, which relate to or in any manner affect the performance of this Agreement. Those law, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on NVTA as a Recipient of federal or state funds are hereby in turn imposed on Contractor (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

16. BUY AMERICA REGULATIONS

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49CFR Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general wavier. An Offeror must submit to the FTA recipient the appropriate Buy America certification with all proposals on FTA-funded contracts, except those subject to a general wavier. The Buy America Certification may be found on file in the offices of NVTA. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

17. COMPLIANCE WITH FTA REGULATIONS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

18. DAVIS-BACON ACT

(a) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at

rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(b) Withholding

The NVT A shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, Trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NVT A may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or Trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and Trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NVT Administration for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government printing office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices and Trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractors or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of Trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training

Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the Trainee level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the Trainee program. If the Trainee program does not mention fringe benefits, Trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a Trainee rate who is not registered and participating in a Training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any Trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a Training program, the contractor will no longer be permitted to utilize Trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, Trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(e) Compliance with Copeland Act requirements: The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(f) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(g) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(h) Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes

between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(j) Certification of eligibility:

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

19 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(a) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages : In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages : The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(a) Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to NVTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACT

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under

the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject

22. CARGO PREFERENCE-U.S.FLAG

(a) Agreement Clauses. "Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be

transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to the Contracting Officer (through the prime Contractor in the case of subcontractor bills-of-lading).

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading).

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NVTA with the following services:

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NVTA 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 STATEMENT OF QUALIFICATIONS (SOQ)

(Attached)

Statement of Qualifications Form

(Must be filled out completely – May attach comments separately)

Y= Fully Complies

M= Modified Compliance (partial w/ exceptions. Use “Vendor Comments” field or attached comments.)

N=Unable to Comply

(Marking “N” in Compliance Section that Includes a “X” in Pass or Fail Section will preclude Firm from submitting a Proposal)

	Requirement	Compliance (Y, M, N)	X = Pass or Fail Requirement	Vendor Comments
1.0	Company and Product			
1.0	Tested, mature product provides a full range of fixed-route transit CAD/AVL functions, along with Automated Demand Response functionality. (If only CAD/AVL vendor, then annotate your compliance as “M” and include as a comment whether you are partnering with an Automated Demand Response vendor as a subcontractor.)		X	
1.1	A strong history of continued product development and enhancement, with at least one major product release or update within the last twenty-four (24) months. System version upgrades need to be thoroughly tested before implementation to ensure that they work with all existing components (farebox, head signs, annunciators, etc.).		X	
1.2	Informed, experienced and responsive product support staff and system technicians based in the Pacific time zone, available 24x7 via phone, email and a support website or portal to assist with operation, configuration, reporting and troubleshooting. (Provide number of full-time support staff, their specialties [e.g., servers, web apps, onboard hardware] and their physical work location(s).		X	

1.3	Capable of providing upon request, documented support policies, clearly defined response times, and an ongoing maintenance agreement, with both scheduled and readily available maintenance of software and hardware.		X	
1.4	Indicate whether available as a licensed-and-hosted or software-as-a-service product with cloud-based servers.			
1.5	Capable of providing a web application for Administrators/Managers, Dispatchers, Planners and other office-based Agency roles.		X	
1.6	Capable of providing a mobile-ready Road Supervisor application which can be used in the field.			
1.7	Web applications are all designed using Responsive Web Design (RWD) principles so they can be adaptable for the screen size and resolution of the device the application is being run on.			
1.8	The AVL stop database shall use the agency's existing stop identification numbering system (a minimum of six [6] numeric characters per stop).		X	
1.9	Includes a native ability to import fixed-route schedules from Microsoft Excel & Remix scheduling applications, as well as from a static GTFS file. Support for scheduled imports in GTFS format is sufficient IF a method is identified or provided for exporting data from all of the given scheduling systems to GTFS. (Schedules are imported minimum 2-3 times per year depending on the needs of the agency.) No vendor involvement should be required for scheduled imports; agency staff must be able to perform this function independently. System includes a test or 'sandbox' environment into which schedules can be imported for test & evaluation.		X	
1.10	Includes a native ability to export fixed-route schedules in a GTFS-compliant file format.		X	
1.11	Exports vehicle location data compliant with the <i>GTFS-RT 2.0</i> including Trip-Updates and Vehicle Positions, schedule status, and service adjustment information at no more than 30 second			

	<p>intervals. Includes tested export of vehicle location data to the Metropolitan Transportation Commission's (MTC's) <i>511 Transit</i> program using 511 Data Exchange Protocols Version 1.35 (link to more information: https://511.org/sites/default/files/2024-11/511%20SF%20Bay%20Open%20Data%20Specification%20-%20Transit.pdf). Supports the easy export of vehicle location data compliant with the GTFS-RT Beyond Basic specification. Ideally includes a tested export of vehicle location data to the Metropolitan Transportation Commission's (MTC's) 511 Transit program and/or Google and Transit App.</p>			
1.12	<p>Current representations and management of fixed route service in the system shall be retained, including:</p> <ol style="list-style-type: none"> 1. Run: This refers to the complete piece of work for an Operator (duties) that may include vehicle changes during the course of the day. 2. Driver Block: This refers to the complete piece of work for the vehicle or driver, which may include multiple routes/interlined trips, and Operators. 3. Route: This refers to the overall route identifier, under which there would be a series of patterns. 4. Branch: This refers to the series of points that designate a particular path or pattern. Multiple Patterns shall be allowed per route. 5. Trip: This refers to a specific one-way trip for the vehicle related to start/end times and points. <p>Timepoints/Stops: Timepoint refers to point along a route where trips are assigned arrival or departure times. A stop is defined as an established location where public transport customers may board or alight from a transit vehicle in revenue service.</p>			

1.13	System uses an open and non-proprietary database management system. NVTA are able to access all operational data using standard commercial reporting tools compatible with that database. Reporting access is to a database containing real-time or near-real-time data.		X	
1.14	System license specifies that all data imported to, generated by, and exported from the proposed system are the property of the contracting agency and may be used without limitation or constraint. The database schema containing the data may similarly be used by the agency for any purpose.		X	
1.15	All component software licenses and keys, and hardware & software warranties, for items installed on agency premises or vehicles shall be registered in the transit agency's name.			
1.16	Vendor shall ensure that all equipment offered under this procurement is new and of current, supported model, as well as running the latest software version. Used, demonstrator, prototype, re-manufactured, reconditioned, or discontinued equipment shall not be supplied under this contract.		X	
1.17	Connectivity to Trapeze for ADA vehicles.		X	
2.0	Implementation			
2.1	Currently exports on demand response data into a GTFS Flex format that can be ingested by third party apps.			
2.2	Capable of meeting submittal requirements listed in Section IV, 1.4 "Submittals"			
3.0	Operations			
3.1	Pre-assigned trips/Automatic driver sign-on – Capability to pre-assign drivers to trips at least 24 hours ahead of scheduled trips. Preferably no requirement for a driver to sign into route when boarding vehicle; MDT should have capability to pre-populate trip data to minimize user-error preventing data to be available for a particular trip. Remote driver login capability when dispatch sees the driver has not logged in or has logged in incorrectly, Dispatch staff and Road Supervisors are able to log the driver/route			

	information into the system and have this transmitted to the bus. They may also log an Operator off the system. <i>In the comments, please identify if your CAD/AVL system offers automatic driver sign-on capability for pre-assigned trips.</i>			
3.2	Pre-assigned trips/Automatic driver sign-on – Capability to pre-assign drivers to trips at least 24 hours ahead of scheduled trips. Preferably no requirement for a driver to sign into route when boarding vehicle; MDT should have capability to pre-populate trip data to minimize user-error preventing data to be available for a particular trip. Remote driver login capability when dispatch sees the driver has not logged in or has logged in incorrectly, Dispatch staff and Road Supervisors are able to log the driver/route information into the system and have this transmitted to the bus. They may also log an Operator off the system. <i>In the comments, please identify if your CAD/AVL system offers automatic driver sign-on capability for pre-assigned trips.</i>			
3.3	The system shall not allow duplicate logins by Operators. If more than one Operator logs onto the same run, an automated message shall be sent to both Operators to verify login. Similarly, the system shall allow an operator to login to only one vehicle at a time. The situation shall also generate an automated message to Dispatch.			
3.4	The CAD/AVL software shall allow the agency to manage and modify vehicle assignment and operator assignments in real-time. The software possesses the ability to designate a vehicle as performing a demand response service and does not display the vehicle as “Off Route.”			
3.5	The CAD/AVL software shall import all planned relief from the scheduling software and be able to manage relief in real-time when a relief is missed or late.			
3.6	The CAD/AVL software shall allow staff to view, at any given time, the schedule adherence for each route and its trend.		X	

3.7	The CAD/AVL software shall clearly indicate any missed trips in an easily accessible tab or window.			
3.8	The system shall record the departure and arrival times, and the difference between scheduled and actual arrival/departure, of all trips departing or arriving at route endpoints, layovers and other key points. The system shall also provide schedule analysis data based on on-time performance at each stop on a particular route.		X	
3.9	System allows specific routes or groups of routes to be assigned to specific Dispatchers.			
3.10	System allows both pre-defined and ad hoc data-messaging between Dispatch and Operators (to minimize radio communications.)			
3.11	Bus Operators shall have the ability, through their tablet/MDT, to signal Dispatch with a request to talk (RTT) or a priority request to talk (PRTT). Alternatively, canned messages with common communications would be acceptable to meet this requirement. (Please specify capabilities of your system.)			
3.12	Dispatchers are able to start a radio or VOIP call or send a message to a driver from a simple click on the map.			
3.13	Dispatchers can select a geographical area and start a call with all vehicles currently running in this area.			
3.14	Dispatchers shall be able to create a dynamic group call from a dedicated radio/communications tab or screen.			
3.15	All voice communications are recorded and stored in the system database.			
3.16	System includes a robust map display capability and automatically updates maps as they become available. (Identify your mapping engine in Vendor Comments.)		X	

3.17	<p>System maps include at least these features:</p> <ul style="list-style-type: none"> ● Display of road network ● Route path display for a single route and multiple routes ● Multiple routes must be distinguishable from each other ● Vehicle icon, direction of travel, and vehicle current status ● Road distance tool ● User configured filters of what information to display for a vehicle ● Find a vehicle based upon user defined criteria ● Find closest supervisor to a vehicle ● Track a vehicle ● View time-points on routes ● View stops on routes <p>Enter and display detours (detours display to both dispatch and passenger-facing interfaces)</p>			
3.18	Route schedule adherence thresholds for 'early' and 'late' are agency configurable.		X	
3.19	System includes features, such as a customizable Operations Dashboard to allow Administrators/Dispatchers to easily monitor and address schedule adherence and service performance.			

3.20	<p>System allows dispatchers and supervisors to handle unplanned situations such as road closures, accidents, etc. through a set of live dispatching features:</p> <ul style="list-style-type: none"> ● Same day service change, addition or cancellation of a trip, block switch. ● Detour management: Dispatchers shall be able to select a detour from the database and activate it if necessary, or to create a detour in real-time from the map, which would display to drivers, dispatchers, and riders. ● Headway management features for dispatchers to efficiently manage headway and headway resorption. ● When such a live dispatch action occurs, the information shall be updated on the operator MDT as well as on all public-facing information channels (headsigns, onboard and public digital signage, mobile app, website, GTFS-RT feed, etc.), including notifications of bypassed bus stops. <p>When such a live dispatch action occurs, all associated data shall be logged in the database.</p>			
3.21	<p>The system shall provide the ability for all users with appropriate permissions to replay stored CAD/AVL data via web platform. Replay shall include the ability to select and replay one to multiple vehicles, single or multiple routes simultaneously and shall provide all status, incident reports, and location data associated with the vehicles for the replay period. <i>Please specify how long route playback is available for in your submission.</i></p>		X	

3.22	<p>System enables Dispatch staff to:</p> <ul style="list-style-type: none"> ● Dynamically create new blocks for revenue service based on pre-existing scheduled blocks or trip patterns. ● Dynamically add or remove trips from scheduled blocks. ● Place a vehicle in disabled state (e.g., due to mechanical breakdown) so as not affect the overall on-time performance of the fleet. ● Modify the scheduled destination and departure point location of a scheduled trip and future trips in real-time. ● Modify schedule arrival and departure times for scheduled points along a trip. ● Create, edit and manage route transfer connections points defined in the schedule. 			
3.24	<p>Ability to alter/edit the dispatch log – when dispatch is busy some of the information on the log cannot be completed when the transaction occurs – dispatch would like to refine information later.</p>			
3.25	<p>NVTA is able to deploy pending system version upgrades to selected vehicles & workstations for testing before rolling out to all devices. (This is important for re-testing onboard system integrations.)</p>			
3.25	<p>Both central office staff and Operators can see which version of the software/firmware is in use on a given coach.</p>			
3.26	<p>System includes features for the management of messaging to onboard digital signage, and it supports live updates to coaches.</p>			

3.27	System includes management of messaging to onboard AVA, and it supports live updates to coaches. AVA annunciation is editable & available in multiple languages.			
3.28	System includes an Incident Management feature, at minimum a log that captures related system incident information.		X	
3.29	The system supports an Operator's break or waiting room display screen providing information such as their trip's pullout time, vehicle number, service messages, etc. (Verify current functionality only, do not price in development or hardware.)			
3.30	The operator's interface device shall provide a quick and easy means, such as the pressing of one button of reporting that a wheelchair passenger has been loaded and has refused use of on-board wheelchair passenger restraint device. Use of this feature shall provide time-stamped reports to management.			
4.0	Onboard Systems & Integration			
4.1	System includes tested integration with MioVision Transit Signal Priority (TSP) equipment.			
4.2	System includes a color touchscreen tablet, mobile data terminal (MDT) or mobile data computer (MDC) operator user interface (UI). The Operator UI must be intuitive to understand, simplify driver sign-on process and eliminate user error; focus on important data elements depending on mode, and make good use of color. Specify which of the following features are available within MDT: current system time, next stop information, map guidance and optional turn-by-turn route directions, on-time performance/schedule adherence guidance, time remaining until departure from current bus stop, trip switching, troubleshooting & maintenance, and two-way data communications between Dispatchers and bus Operators via both canned messaging and voice.		X	
4.3	The tablet/MDT and VLU shall automatically turn on when the vehicle is powered up and shall shut down at a configurable time after the vehicle is powered off.		X	

4.4	Supports operator single-point logon to the MDC/tablet for all connected devices that require one including at least fareboxes, headsigns, APCs, radios, and MTC's Clipper 2 fare payment system. Includes an MQTT Broker in support of Clipper 2.0 fare payment system integration. (Contact Cubic Corp. for more information.)		X	
4.5	Integration with existing Cradlepoint routers.		X	
4.6	The system supports both Motorola digital P.25 radio and VOIP communications channels integrated with the tablet/MDC. System can either set VOIP as the primary voice channel with radios for fallback voice communications, or the reverse. It allows Operators to initiate communications via Request to Talk (RTT) and Priority Request to Talk (PRTT) inputs.		X	
4.7	Includes hardware to integrate all onboard systems via wired Ethernet and serial (RS-232) connections.		X	
4.8	Includes a tested integration with both GFI Odyssey and Fastfare fareboxes.		X	
4.9	Includes tested integration with Luminator, Transign, I/O Controls and Hanover headsigns. This includes variable messaging as buses are in operation doing various functions (display bus route name, destination, safety messaging, bus stop names based upon vehicle location, "Out of Service", custom messaging, etc.) All updates shall be distributed by the system via cellular data (for changes affecting coaches in revenue service) or WLAN. Headsign automatically updates route display info at start of new trip.		X	
4.10	Includes a tested integration with internal digital informational signage for riders.			
4.11	Includes a tested integration with NVTA current APC equipment (UTA). Able to upload APC data in real-time via cellular data to allow both operations staff and public information displays & applications to see real-time passenger loads by coach or by route. (If unable to integrate with an agency's current APC		X	

	equipment, or if you wish to propose an enhanced solution, provide a separately priced option to replace it with your recommended alternative.			
4.12	Includes a feature for Operators to record bicycle boarding and alighting and transmits this data in real-time to the back-office system. System integrates and uploads this data along with APC data to allow real-time reporting of bicycle loads via public information channels. Supports optional automatic bicycle rack sensors (automatic bicycle counter (ABC)) that integrate with common commercially available bus bike racks.			
4.13	Includes onboard time synchronization for all linked devices based on cellular or GPS system time.		X	
4.14	Includes an Automatic Vehicle Announcement (AVA) function. Able to operate and control the internal and external Public Address (PA) systems, provided that the PA amplifier has the necessary control inputs. The system includes an Automatic Gain Control (AGC) circuit to automatically and independently adjust internal and external volumes depending on their respective ambient noise level detected.		X	
4.15	System is able to provide automatic announcements (bus stop names, safety messaging). Supports both text-to-speech (TTS) and pre-recorded (.wav or .mp3 file) AVA announcements. Allows the configuration and deployment of announcements combining both TTS and pre-recorded segments.		X	
4.16	System provides a way for the Operator to easily trigger an AVA repeat of the next stop announcement for both vehicle internal and external speakers.			
4.17	System includes a public-address capability to enable the Operator to make manual audible announcements to the interior, exterior, or both by pressing a push-to-talk (PTT) button on the microphone or other nearby switch.			
4.18	In the event a vehicle is operating off-route (an unauthorized route), the AVA system shall automatically disable. Once the			

	vehicle returns to the route, the system shall automatically resume announcements without Operator interaction. The AVA system must, however, continue AVA announcements when a vehicle is on an authorized route detour (if announcements are available).			
4.19	System allows Planning staff to make AVA announcement updates. All updates shall be distributed by the system via cellular data for affected vehicles in revenue service and via WLAN for all others, no manual updates shall be required.		X	
4.20	System supports multi-lingual AVA, at minimum English and Spanish, plus Tagalog.		X	
4.21	Bus stop zones defined for On-Time Performance (OTP) reporting are independent of zones or trigger point distances for AVA. Modifying one does not have any effect on the other.			
4.22	<p>The AVA shall make at least the following audible and visual announcements to the interior of the vehicle:</p> <ul style="list-style-type: none"> ● Next stop ● Transfer point ● Stop request (reset upon doors opening) ● Public service announcements at specific stops, specific locations that are not stops, periodically and randomly or any combination of these <p>The AVA also makes the following audible announcements to the exterior of the vehicle. (Provide details in “Appendix C: Options and Alternatives” and in the “Options and Alternatives” section of your Cost Proposal.):</p> <ul style="list-style-type: none"> ● Route Destination 			

4.23	Includes tested integration with onboard camera video recorders. Supports both real-time (emergency) video transmission via cellular data and end-of-day transmission via WLAN. (NVTA uses TSI-CAM-00007 & TSI-XDMR Series.)		X	
4.24	Includes a covert emergency alarm (EA) button and onboard microphone. When the Operator triggers the alarm, Dispatchers are notified, and both the microphone and security camera video are transmitted via cellular data and made available to them. An active EA shall not interfere with the ability to send text messages between Dispatch and the Operator. Both Operators and Dispatchers have the ability to clear an EA.			
4.25	Supports on-board public Wi-Fi for riders via a single cellular data connection that accommodates both CAD/AVL system data and public Wi-Fi data feeds. (Explain the configuration used to secure each data stream from the other.)			
4.26	Ability for Operators to log off and log on mid-trip changes – when the shift change is mid-route.		X	
4.27	Onboard equipment, including all exterior connectors and exposed ports, shall be rated as Ingress Protection 54 for interior equipment, IP 65 for exterior equipment and designed for use in a mobile environment subjected to dirt, water, oil, and cleaning solvents.			
4.28	On-board devices shall meet 47 CFR Part 15 of FCC rules and regulations.			
4.29	Contractor shall configure and provide one (1) “Bus in a Box” (BIB) for training purposes. This is a set of all integrated onboard equipment simulating the proposed onboard bus system in a live environment including but not limited to: MDT/tablet including mount, VLU, MAR, network communication equipment required to allow it to be self-contained, digital signage, AVA speakers, and power inverters to supply required power via standard 120V AC, 15amp circuit. These items to be provided by the agency will also			

	be integrated as proposed: P.25 digital radio, farebox, Clipper 2 validator, and headsign.			
5.0	Public Information			
5.1	Generates stop arrival predictions using a combination of scheduled and historical travel times. The algorithm uses ongoing, accumulated actual travel times to continuously improve predictions. It accounts for day of week, time of day, route, passenger load, and other factors affecting travel time. When real-time data is unavailable, schedule data is provided on all public-facing platforms.			
5.2	Supports real-time public-facing digital signage at bus stops, transit centers and the like. Capable of informing passengers of predicted/pending arrivals and departures, and indicators of passenger and bicycle loads per bus. Supports integration with and real-time transmission to transit center and park and rides existing real-time signage through a URL.		X	
5.3	The system updates real-time arrival predictions and generates service alerts based upon real-time service adjustments and measures implemented by Dispatch staff including: <ol style="list-style-type: none"> 1. Cancelled service, 2. Detours (planned and ad hoc), 3. Weather/conditions-based reroutes (resulting in curtailed service or un-served stops), and Additional supplemental service (trippers') in addition to scheduled trips.		X	
5.4	Available text message feature for real time arrival at bus stop. Riders can text their bus stop ID to receive real-time arrival information.			
5.5	System includes a set of APIs to real-time and historical CAD/AVL data to allow riders to access it via third-party applications. API			

	endpoints should be updated at least every five (5) seconds. Includes a well-documented GeoJSON or REST API that provides useful and efficient queries regarding transit network real-time and historical status.			
5.6	The system's mobile rider app supports Foresight Augmented Reality (FAR) beacons at bus stops for visually impaired riders.			
6.0	Reporting			
6.1	System includes a robust and flexible <i>data reporting</i> system with both predefined and ad hoc reporting capabilities. Reporting tools access real-time or near-real-time operations data.		X	
6.2	Includes an extensive list of standard reports that use real-time or near-real-time data.		X	
6.3	Wherever appropriate, reports include parameters to allow users to click and drill down into desired data. For example, reports can be filtered by route, by stop and by weekday, Saturday, and/or Sunday such that average daily ridership can be shown.		X	
6.4	Standard reports include those that can pull or report data for passenger counts at a bus stop for a selected time period – at the date and time level – and by route if served by more than one route. Standard reports pull data for passenger counts at a bus stop for pre-defined monthly periods (January 1-31, October 1-31, etc.) or, as an alternative, allow the user to specify those periods.		X	
6.5	Standard reports include those to pull data for on-time performance for arrival/departure times at bus stops route for a selected time period (by date and time.)		X	
6.6	NVTA wants to be able to address what time a bus arrived and departed on a specific route and have the report reflect whether each stop was on time and what the cumulative on-time performance was for a route for a designated time period (by specific day, week, month, quarter, and year.) System on-time performance reports provide this by bus stop and can query any bus stop based on agency standards (e.g., departure within 0-2			

	minutes is on-time, departing any time before timepoint is early, and be able to query by date and time of day.)			
6.7	Standard reports include an on-time performance report by route based on agency parameters (e.g., departure within 0-2 minutes is on-time, departing any time before timepoint is early) and can query by date and time of day.		X	
6.8	Standard reports include the ability to show early arrivals at specific bus stops. The report's purpose would be to flag early arrivals as it is an indication there is slack in the schedule and drivers must wait for their departure time. This information would be used for planning purposes only and would need to be calculated separate from on-time performance.			
6.9	The reporting system allows for the customization and agency branding of all standard reports delivered with the system.			
6.10	The reporting system allows for the development of new reports via a graphical, drag-and-drop user interface.			
6.11	The system shall provide long term storage of data for detailed historical operational reports (three years minimum). Automatic notification must be provided to Administrative staff prior to older data being archived.			
6.12	The system shall provide, at a minimum, NTD data needed to fill out S-10 forms for all modes (DR, MB and CB). NVTA desires the ability to integrate reporting with our vehicle maintenance software (Hexagon) to assist in filling out NTD's A-30 form.			
7.0	Information Only			
7.1	Onboard system includes the ability to integrate with vehicle powertrain via J1708 and J1939 interfaces in order to import operating metrics and alerts. System can be configured to upload selected data elements at end of day via WLAN, and data outside of configured critical ranges in real-time via cellular data.			
7.2	System includes a Bus Yard Management feature.			
7.3	System includes support for the GTFS-Ride specification to publish ridership data.			

8.0	Demand Response Technology & User Interface Requirements			
8.1	Indicate here if your product provides an integrated CAD/AVL & Automated Demand Response solution.			
8.2	Dispatch & admin interfaces are fully accessible through a standard web browser, such as Google Chrome.		X	
8.3	Standards-based, open software API that provides NVTA a data stream from which additional interfaces can be developed.			
8.4	Route and vehicle information in real-time via a web and app interface to users, schedulers, dispatchers, drivers (via in vehicle equipment), supervisors & admin.		X	
8.5	Driver software is available to download from Apple App Store and can work on NVTA's existing iPads. If iPads are not utilized for the driver interface, explain what type of MDT is necessary to run your driver software & include any hardware costs in your proposal.		X	
8.6	Driver software provides turn-by-turn directions.		X	
8.7	Edits to service areas take effect immediately after being published.		X	
8.8	Ability to import existing geofenced areas from legacy software.			
8.9	The mobile application provides a payment option, either through a third-party vendor compatible with Heartland payment processor or through Clipper or Token Transit integration.			
8.10	A white-label app is provided which can be downloaded from Apple App Store and Google Play store.		X	
8.11	The software allows for co-mingling trips between on-demand community shuttles and scheduled fixed-route services.			
8.12	Ability for software to create ride and user restrictions based upon trip origin, trip destination, or time of day.			
8.13	NVTA maintains ownership of all data.			
9.0	Demand Response Dispatch & Reservations Requirements			
9.1	The reservations system automatically assigns vehicles based on GPS positioning and trip information.		X	

9.2	The system records which user or staff member created or modified each reservation.		X	
9.3	The system generates alerts to notify personnel when riders exceed a predefined threshold of no-shows within a set period.			
9.4	The system identifies and stores missed trips.			
9.5	The system supports customized trip comments that can be stored in the record.			
9.6	Trip edits occur in near real time.		X	
9.7	Capacity to schedule trips created by users through website or mobile app. When the user would like to book a ride, the application accepts the following information: origin & destination; requested pickup time (if not “soonest available”); equipment options (bicycle, wheelchair, etc.).		X	
9.8	Once a ride is confirmed in the system, detailed times and locations are provided for each leg of the trip both demand response and fixed route on either end of the trip as needed.			
9.9	When the user would like to request a ride, the application should allow them to specify a departure time in the future (i.e. pre-booking).		X	
9.10	When the user requests a ride, the application should display the expected wait time. When estimated wait time is greater than 20 minutes, the system asks the user if they would like to book with another vendor. Upon confirmation, details should be passed on to the third party.			
9.11	When a trip requires multiple demand response trips, the system should pre-book shuttles based on the bus arrival time.			
9.12	Users may book rides on behalf of another individual, providing contact information for the individual being picked up.		X	
9.13	Trip chaining is based on vehicles’ proximity to newly requested trips and direction of travel.			
9.14	Automated alert system to immediately notify dispatchers of possible impacts.			

9.15	Ability to download Trapeze DriverMate app onto provided MDT/tablet.		X	
10.0	Demand Response Reporting Requirements			
10.1	Reporting capabilities to accurately stream operational service information (e.g. route timing, passenger wait time, trip counts, operator performance, vehicle speed and movement)			
10.2	A data stream that will allow NVTA to be GTFS-Flex compliant to enable riders to see on-demand transit services in trip planning applications (e.g. Google Maps or the Transit App).			
10.3	Provides National Transit Database (NTD) data that will allow NVTA to accurately report on the A-30 and S-10 NTD Forms			