



## REQUEST FOR PROPOSALS

to provide

### **NVTA GENERAL COUNSEL AND PROFESSIONAL LEGAL SERVICES RFP No. 26-R04**

Dear Proposers:

The Napa Valley Transportation Authority (NVTA) is issuing a Request for Proposals (RFP) for NVTA GENERAL COUNSEL AND PROFESSIONAL LEGAL SERVICES for a term of three (3) years with two (2) one-year (1-yr) options. NVTA invites all qualified entities or individuals that possess qualifications, experience, and knowledge to submit a proposal.

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

To obtain a full copy of the RFP, please contact NVTA office at (707) 259-8790 or download the document in PDF format from the [NVTA website](#). All inquiries pertaining to this RFP should be emailed to Renel Coombs, Procurement & Contracts Administrator, at the following email address: [procurements@nvta.ca.gov](mailto:procurements@nvta.ca.gov); copy: [rcoombs@nvta.ca.gov](mailto:rcoombs@nvta.ca.gov). Response to all questions submitted will be answered in accordance with the Procurement Schedule of this RFP.

**Proposals must be received no later than MAY 8, 2026, no later than 2:00 PM (PDT/Local).**

Late proposals may 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. 26-R04

Proposals shall be submitted by means of electronic mail to [procurements@nvta.ca.gov](mailto:procurements@nvta.ca.gov); copy: [rcoombs@nvta.ca.gov](mailto:rcoombs@nvta.ca.gov) with the subject titled: "Proposal for RFP No. 26-R04".

We look forward to receiving your proposal.

Sincerely,

Danielle Schmitz  
Executive Director



# REQUEST FOR PROPOSALS

to provide

**NVTA GENERAL COUNSEL AND PROFESSIONAL LEGAL SERVICES**

**RFP No. 26-R04**

Issued by:

Napa Valley Transportation Authority

on **APRIL 8, 2026**

**RESPONSES DUE:  
2:00 P.M. (PDT/Local), MAY 8, 2026**

at the

Napa Valley Transportation Authority  
625 Burnell Street  
Napa, CA 94559

Release of RFP authorized by:

Danielle Schmitz, Executive Director

04/08/2026

Date

**REQUEST FOR PROPOSALS**  
**NVTA GENERAL COUNSEL AND PROFESSIONAL LEGAL SERVICES**  
**RFP No. 26-R04**

**PROCUREMENT SCHEDULE**

|  |   |
|--|---|
| Issue Date                                       | <b>APRIL 8, 2026</b>                      |
| <b>Pre-Proposal Conference (Virtual)</b>         | <b>2:00 PM (PDT/Local) APRIL 16, 2026</b> |
| <b>Deadline for Submitting Written Questions</b> | <b>5:00 PM (PDT/Local) APRIL 24, 2026</b> |
| Answers to Written Questions Posted              | <b>APRIL 29, 2026</b>                     |
| <b>Deadline for Proposal Submittal</b>           | <b>2:00 PM (PDT/Local) MAY 8, 2026</b>    |
| Evaluation Period                                | MAY 11, 2026 – MAY 22, 2026               |
| Est Intent to Award Date                         | MAY 29, 2026                              |
| <b>Est Award Date</b>                            | <b>JUNE 17, 2026</b>                      |

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**PROFESSIONAL LEGAL SERVICES**

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## **SECTION I - INTRODUCTION**

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

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

NVTA also operates the Napa Vine transit services. Napa Vine provides inter- county/city transit services between Napa Valley Cities, towns and the Counties of Sonoma, Solano, and Contra Costa. Napa Vine Go is the companion paratransit service for Napa County's residents. In addition, the Vine suite of services includes Vine Transit, American Canyon Transit, St. Helena Transit, the Yountville Bee-Line, and the Calistoga Shuttle. The fleet consists of 75 vehicles and provides roughly 550,000 trips per year.

The Napa Valley Transportation Authority (NVTA) is also the local transportation sales tax authority. NVTA is responsible for the oversight and administration of Measure U, the 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 **April 16, 2026, at 2:00 PM (PDT/Local)** via **Zoom**. Proposers are advised to register with Renel Coombs, Procurement & Contracts Administrator at [procurements@nvta.ca.gov](mailto:procurements@nvta.ca.gov); Copy: [rcoombs@nvta.ca.gov](mailto:rcoombs@nvta.ca.gov) in advance to be notified of any changes made to the meeting dates or times.

**NVTA MAIN is inviting you to a scheduled Zoom meeting.**

**Topic: Pre-Proposal Meeting RFP 26-R04 NVTA General Counsel**

**Time: Apr 16, 2026 02:00 PM Pacific Time (US and Canada)**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/83824342779?pwd=nh2hMr4D3BLXOqIBNNLogELICGQTmp.1>**

**Meeting ID: 838 2434 2779**

**Passcode: 139461**

**One tap mobile**

**+16699006833,,83824342779#,,,,\*139461# US (San Jose)**

**+16694449171,,83824342779#,,,,\*139461# US**

**Join by SIP**

**• [83824342779@zoomcrc.com](mailto:83824342779@zoomcrc.com)**

**Join instructions**

**[https://us02web.zoom.us/meetings/83824342779/invitations?signature=Zyn7q\\_6c-Uh1DG4t8AB04LBWuLaBmNazjhFBA0yKlkc](https://us02web.zoom.us/meetings/83824342779/invitations?signature=Zyn7q_6c-Uh1DG4t8AB04LBWuLaBmNazjhFBA0yKlkc)**

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 Scope of Work (SOW), Section IV, of this RFP.

### C. Addenda/Clarifications

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested verbally at the pre-proposal meeting and must be followed up in writing in advance of the deadline for submission of questions. While this meeting is not mandatory, all Firms intending to

propose are strongly encouraged to attend. **All inquiries pertaining to this RFP shall be emailed** to Renel Coombs, Procurement and Contracts Administrator, at the following email address: [procurements@nvta.ca.gov](mailto:procurements@nvta.ca.gov); copy: [rcoombs@nvta.ca.gov](mailto:rcoombs@nvta.ca.gov) **no later than 5:00 PM (PDT/Local) on April 24, 2026**. A response to all questions will be submitted tentative April 29, 2026. 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. 26-R04 "NVTA GENERAL COUNSEL AND PROFESSIONAL LEGAL SERVICES", in the subject line of the email or letter.

#### D. Proposal Submission

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

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

RFP No. 26-R04

The Proposer must submit one (1) electronic proposal in PDF format via electronic mail (email). If the proposal is too large to attach to the email, please provide a file transfer link in your email submission. **The proposal shall be emailed to the Napa Valley Transportation Authority no later than 2:00 PM (PDT/Local), May 8, 2026**. Proposals shall only be submitted by email to Renel Coombs Procurement and Contracts Administrator: [procurements@nvta.ca.gov](mailto:procurements@nvta.ca.gov); copy: [rcoombs@nvta.ca.gov](mailto:rcoombs@nvta.ca.gov) with the subject line titled Proposal for RFP No. 26-R04 NVTA GENERAL COUNSEL AND PROFESSIONAL LEGAL SERVICES. Unless the deadline for submission of proposals has been extended by addenda, all proposals received after the time and date specified above may be considered nonresponsive and returned to Proposer unopened.

#### E. Protest

1. A Proposer may object to a provision of the RFP on the grounds that it is biased, unduly restrictive or arbitrary or to the selection of a particular proposer on the grounds that NVTA procedures, the provisions of the RFP or applicable provisions of Federal, State, or local law have been violated or inaccurately or inappropriately applied by submitting to the Procurement Officer, addressed to NVTA's Executive Director, a written explanation of the basis for the protest IAW [NVTA's Chapter 5: Contracting and](#)

Procurement (E)(17).

2. Any protest based on such grounds not timely filed will not be considered by NVTA.
3. All documents submitted as part of the proposal will be deemed confidential during the evaluation process. After the award of a contract, any material submitted by a proposer in response to this RFP is subject to public inspection under the California Public Records Act (Government Code Sections 6250 et seq.) unless exempt by law. The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure.

**F. Withdrawal of Proposal Submittal**

A Proposer may withdraw its proposal at any time before the deadline of the time for submission of proposal submittals in Section II, D. of this RFP, by emailing Renel Coombs, Procurement & Contracts Administrator at [procurements@nvta.ca.gov](mailto:procurements@nvta.ca.gov) a written request for withdrawal signed by, or on behalf of, the Proposer.

**G. Rights of NVTA**

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

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

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

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

**H. Contract Type**

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

## I. Exceptions

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

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

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

## SECTION III - FORMAT AND CONTENT OF PROPOSAL

### Instructions to Proposers

#### A. Technical Proposal

The Technical Proposal shall not exceed a total of the equivalent of twenty (20) single-sided pages (10 double-sided print pages). RFP submittals must consist of letter-sized (8.5" x 11") pages, and no more than three (3) tabloid-sized (11" x 17") pages. Each tabloid-size page is considered one page for the total page count. Required Forms under ATTACHMENT A, of this RFP, are excluded from the total page count. Résumés are also excluded from the total page count and shall be limited to two (2) letter-sized single-sided pages (or one (1) double-side print) per key staff member assigned to the project. Font size shall be at least 12-point in a font clearly readable to reviewers. The nature and form of response of the Technical Proposal submittal is at the discretion of those responding, but shall include, at a minimum, the information listed in Section III, B. Format, of this RFP.

#### B. Format

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

#### C. Cost Proposal

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

The Cost Proposal along with Proposers Rate/Fee Schedule shall be submitted as a separate attachment, by email to Renel Coombs, [procurements@nvta.ca.gov](mailto:procurements@nvta.ca.gov); copy: [rcoombs@nvta.ca.gov](mailto: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 single-sided pages or less and shall include:

1. Title Page
2. Transmittal Letter
3. Executive Summary
4. Background and Experience
5. Qualifications
6. Public Sector Resume
7. Staffing and Organization
8. Exception(s) to the Agreement
9. Appendices

1. TITLE PAGE

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

2. TRANSMITTAL LETTER

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

Address the cover letter as follows:

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

## RFP No. 26-R04

### 3. EXECUTIVE SUMMARY

This section should be limited to a brief narrative highlighting and summarizing the proposal. Provide a brief description of resources and depth of staff in the office from which services will be provided. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken.

### 4. PROPOSER BACKGROUND AND EXPERIENCE

A minimum one (1) page description of the Proposer's background and relevant public (Government) sector experience serving as General Counsel and/or providing professional legal advisory services, preferably to CA Public Agencies. Experience working with Transportation Agencies is preferred.

### 5. QUALIFICATIONS OF PROPOSER

The Proposer who is awarded the contract for this work will be required to comply with all applicable Federal, State, Regional and local requirements.

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

References may or may not be contacted.

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

### 6. PUBLIC SECTOR RESUME

This part of the proposal shall contain a brief description of Firm's experience providing professional legal advisory services, preferably to Public Agencies, in California over the past five (5) years.

### 7. STAFFING AND PROJECT ORGANIZATION

This section should identify the Firm's team for this requirement who will serve as the overall lead for this engagement. Include only those people who are currently expected to work with NVTA throughout the term of this agreement. Provide resumes for only those people expected to work on the project scope of this RFP, highlighting relevant experience to serving as General Counsel and providing professional legal advisory services. Resumes must be kept to no more than two (2) pages and can be included as an appendix to the proposal.

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

8. EXCEPTIONS TO THE AGREEMENT

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

9. APPENDICES

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

## **SECTION IV - SCOPE OF WORK**

### **NVTA GENERAL COUNSEL AND PROFESSIONAL LEGAL SERVICES**

#### **1. SCOPE OF WORK**

- A. Act as General Counsel to Napa Valley Transportation Authority (NVTA) and Napa Valley Transportation Authority-Tax Agency (NVTA-TA). General Counsel will provide advice and interpretation of public law as it applies to NVTA and NVTA-TA and their respective operations, inclusive of Napa Vine and VineGo public transit services. Such information may involve Federal and State laws as well as State and Local statutes and ordinances.
- B. Typical Duties (not exhaustive):
- Provide general legal and transactional advice.
  - Represent the Agency in litigation.
  - Maintain knowledge of issues facing NVTA, NVTA-TA, and Vine Transit system and be prepared to offer legal opinions.
  - Contracts--as needed prepare, review, consult, and approve.
  - Board of Directors actions--review and approve legislative documents.
  - Purchasing--participate and recommend appropriate purchasing actions, as needed.
  - Grants--assist Agency in Federal and State grant process when requested.
  - Work with other assigned Agency counsel.
  - Attend work sessions and meetings with Board and staff when requested.
- C. Specific Duties:
- Attend (monthly, generally the 3<sup>rd</sup> Wednesday unless holiday conflict) meetings of the NVTA and NVTA-TA to provide counsel.
  - Monthly, review and approve agenda and resolutions to be considered by the NVTA/NVTA-TA Board of Directors at their subsequent meetings.
  - Report to and receive assignments from the Board of Directors. The Executive Director and senior level staff may also contact the General Counsel with additional inquiries and Counsel is authorized to respond to those inquiries as well.
- D. Other:
- Regularly attend NVTA and NVTA-TA Board meetings (assigned attorney or qualified substitute).
  - Provide prompt response to inquiries by the Board or agency staff. Establish reasonable completion dates for assignments and be accountable for adherence to such dates.
  - Time spent by administrative staff on copying, faxing, mailing etc. should not be billed at the attorney rate, but at an appropriate administrative rate only.
  - Provide billing broken down by assignment or department when required by NVTA and/or NVTA-TA.
  - Provide specialized services to include but not limited to seeking and recommending other legal firms for cases not represented by NVTA General Counsel.

E. Excluded Duties:

- Bond Counsel.
- NVTA and NVTA-TA reserve the right on a specific case basis to use alternate counsel.

**2. DESIRED QUALIFICATIONS**

- A. Minimum (five) 5 years of experience performing public sector general counsel related work, including public meeting protocol, Board memo review.
- B. Substantial knowledge and experience in the interpretation of State and Federal laws as they relate to public transit and streets and roads
- C. Substantial knowledge and experience in the interpretation of Federal laws as they relate to the United States Department of Transportation, Federal Highway Administration, and Federal Transit Administration.
- D. Knowledge of Sturgis Standard Code of Parliamentary Procedure as it relates to Parliamentary duties at public meetings.
- E. Knowledge of the Ralph M. Brown Act as it relates to public meetings.
- F. Substantial experience in working with agencies and public boards with multi-million-dollar annual budgets.
- G. Experience in all aspects of contract law.
- H. Knowledge of funding, purchasing, and grants administration regulations of California State, Federal Highway Administration, and Federal Transit Administration.
- I. Knowledge of public employment law.
- J. Knowledge of Americans with Disabilities Act of 1990 (ADA).
- K. Familiarity with public transit rolling stock acquisition.
- L. Familiarity with National Environmental Protection Act (NEPA) and California Environmental Quality Act (CEQA).
- M. Knowledge of Federal and State construction contract management laws.
- N. Knowledge of Fair Political Practices and Ethics Laws.
- O. Knowledge of real property acquisition.
- P. Member of the California State Bar. The selected firm will be required to declare that it will represent NVTA and NVTA-TA to the exclusion of all other clients having potential conflicts with the interests of NVTA and NVTA-TA.

- Q. Knowledge of Bay Area transportation organizational structure.
- R. Knowledge of Napa Valley jurisdictions and interagency relationships.

**SECTION V - REQUIRED QUALIFICATIONS**

- A. Proposer and its sub-consultant(s) must be licensed by the State of California or 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 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. Evaluation and Scoring Criteria**

An Evaluation Selection Recommendation Committee (ESRC) will be selected to review and score the proposals submitted. Proposers may be interviewed as part of the selection process. The individual or composite rating prepared by the ESRC will not be revealed prior to the contract award.

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

| <b>CRITERIA</b>  | <b>WEIGHT %</b> |
|--|-----------------|
| <i>Understanding of Work to be Done</i>  | 30%             |
| <i>Firm, Entity/Individual Background, and Experience with similar Public Entities</i> | 30%             |

|  |             |
|--|-------------|
| <i>Qualifications of Proposer and Project Staffing</i> | 25%         |
| <i>Cost – Rates – Value</i>                            | 15%         |
| <b>TOTAL</b>   | <b>100%</b> |

**C. Interviews**

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

**D. Negotiations**

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

**E. Contract Award**

Upon conclusion of the interviews, if any, and best and final offer, NVTA submits 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 made a contribution which needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to NVTA Executive Director. This information will need to be provided before the NVTA can approve any contract.

## **SECTION IX - DISADVANTAGED BUSINESS ENTERPRISE**

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

For purposes of NVTA's DBE Policy, a DBE shall be a "Disadvantage Business" within the meaning of 13 CFR Part 121 and California Government Code Section 14837. 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.

No DBE goal has been established for this requirement. 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.

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## **ATTACHMENT A REQUIRED FORMS**

(Attached)

**GENERAL INFORMATION FORM**

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

Legal Name of Proposer:

Date:

Street Address:

Telephone Number:

City/State/Zip:

Proposer's Fax Number:

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

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

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Manager:

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

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

Signature, Name and Title of Person Signing

\_\_\_\_\_



## 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.

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# PUBLIC CONTRACT CODE

## Public Contract Code Section 10285.1 Statement

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

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

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## Public Contract Code Section 10162 Questionnaire

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

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

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

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

## **Public Contract Code 10232 Statement**

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

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

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**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

## 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.





## REFERENCES

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

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

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

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

## **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. 26-C08

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of June, 2026, 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 \_\_\_\_\_ registered to do business in the State of California, whose mailing address is \_\_\_\_\_, hereinafter referred to as "CONSULTANT";

### RECITALS

**WHEREAS**, NVTA wishes to obtain specialized services to perform professional legal services and act as General Counsel to NVTA and NVTA-TA, and their respective operations, inclusive of Napa Vine and VineGo public transit services; and

**WHEREAS**, NVTA has authorized the NVTA Executive Director to enter an agreement for services at its June 17, 2026 meeting; and

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

### TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire three (3) years with the option to exercise two (2) one-year (1-yr) extensions unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

2. **Scope of Services.** CONSULTANT shall provide NVTA with those services set forth in the Scope of Work (EXHIBIT A) and the CONSULTANT's proposal (EXHIBIT B), attached hereto and incorporated by reference herein. EXHIBIT A and B are provided solely to describe the services to be provided. Any terms contained in EXHIBIT B that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation.**

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

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

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

#### 4. **Method of Payment.**

(a) Invoices. All payments for compensation shall be made only upon presentation by CONSULTANT to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy which indicates, at a minimum:

1. CONSULTANT's name, address, Social Security or Taxpayer Identification Number and contact information
2. Invoice Number and Date
3. NVTA corresponding agreement number
4. Itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period
5. The person(s) performing the services and the position(s) held by such person(s) billed in accordance with the approved hourly or task rate.

Improperly submitted invoices will be rejected, requiring corrections before NVTA accepts them for payment.

CONSULTANT shall submit invoices not more often than every 30 days to NVTA Accounts Payable electronically to [Smartsheet website](#), 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 invoice acceptance.

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

5. **Independent Consultant.** CONSULTANT shall perform this Agreement as an independent CONSULTANT. CONSULTANT and the officers, agents and employees of CONSULTANT are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONSULTANT shall, at CONSULTANT's own risk and expense, determine the method and manner by which duties imposed on CONSULTANT by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONSULTANT. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONSULTANT, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONSULTANT shall be solely responsible for all such payments.

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

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

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

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

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

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

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

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONSULTANT with NVTA's Deputy Executive Director prior to commencement of performance of any of CONSULTANT's duties; shall be kept current during the term of this Agreement; shall provide that NVTA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each

insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONSULTANT shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONSULTANT not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTA shall pertain only to liability for activities of CONSULTANT under this Agreement, and that the insurance provided is primary coverage to NVTA with respect to any insurance or self-insurance programs maintained by NVTA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTA's Risk Manager, CONSULTANT shall provide or arrange for the insurer to provide within thirty (30) days of the request certified copies of the actual insurance policies or relevant portions thereof.

(d) **Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONSULTANT by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTA, its officers, employees, agents and volunteers or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONSULTANT shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONSULTANT or its officers, agents, employees, volunteers, consultants and subconsultants in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other consultants or their subconsultants. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

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

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

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

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

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

14. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that PARTIES desire 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  
Danielle Schmitz  
Executive Director  
625 Burnell Street  
Napa, CA. 94559

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

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

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

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

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

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

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

17. **No Assignments or Subcontracts.**

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

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

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

19. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

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

20. **Compliance with Laws.** CONSULTANT shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, and as amended from time to time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONSULTANT and its subconsultant's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONSULTANT shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONSULTANT services or works required of NVTA by the State of California pursuant to Agreement between NVTA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONSULTANT and any of its subconsultant's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

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

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

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

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

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONSULTANT hereby covenants that it presently has no interest not disclosed to NVTA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NVTA may consent to in writing prior to the acquisition by CONSULTANT of such conflict. CONSULTANT further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONSULTANT agrees that if such financial interest does exist at the inception of this Agreement, NVTA may terminate this Agreement immediately upon giving written notice without further obligation by NVTA to CONSULTANT under this Agreement.

(b) Statements of Economic Interest. CONSULTANT acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires

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

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

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

27. **Attorney's Fees.** If 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 regarding this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

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

“NVTA”

“CONSULTANT”  
[NAME OF CONSULTANT]

By \_\_\_\_\_  
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

SAMPLE

## EXHIBIT A

### SCOPE OF WORK

CONSULTANT shall provide NVTAs with the following services:

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

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

SAMPLE