



## REQUEST FOR PROPOSALS

to provide

### SHORT RANGE TRANSIT PLAN AND COMPREHENSIVE OPERATIONAL ANALYSIS RFP No. 26-R09

Dear Proposers:

The Napa Valley Transportation Authority (NVTA) is issuing a Request for Proposals (RFP) for SHORT RANGE TRANSIT PLAN AND COMPREHENSIVE OPERATIONAL ANALYSIS for a term of 18 months. 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 June 8, 2026, no later than 5:00 PM (PSD/local).**

Late proposals may 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. 26-R09

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-R09"

We look forward to receiving your proposal.

Sincerely,

Danielle Schmitz  
Executive Director



# REQUEST FOR PROPOSALS

to provide

## SHORT RANGE TRANSIT PLAN AND COMPREHENSIVE OPERATIONAL ANALYSIS

RFP No. 26-R09

Issued by:

Napa Valley Transportation  
Authority

on **MAY 7, 2026**

**RESPONSES DUE:  
5:00 PM (PSD/Local), JUNE 8, 2026**

at the

Napa Valley Transportation Authority  
625 Burnell Street  
Napa, CA 94559

Release of RFP authorized by:

Signed by:

*Danielle Schmitz*

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Danielle Schmitz, Executive Director

Date

**REQUEST FOR PROPOSALS**  
**SHORT RANGE TRANSIT PLAN AND COMPREHENSIVE OEPRTIONAL**  
**ANALYSIS**  
**RFP No. 26-R09**

**PROCUREMENT SCHEDULE**

Issue Date	May 7, 2026
<b>Pre-Proposal Conference (Virtual)</b>	<b>May 19th, 2026; 1:00 PM (PSD/Local)</b>
<b>Deadline for Submitting Written Questions</b>	<b>MAY 28, 2026; 5:00 PM (PSD/Local)</b>
Answers to Written Questions Posted	MAY 29, 2026
<b>Deadline for Proposal Submittal</b>	<b>June 8, 2026; 5:00 PM (PSD/Local)</b>
Evaluation Period	June 9, 2026 – June 19, 2026
Intent to Award Date	June 26, 2026
<b>Estimated Award Date</b>	<b>July 15th, 2026</b>

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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 about 530,000 this past Fiscal Year 2024-2025

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., which replaced Measure T on July 1, 2025.

## SECTION II - INSTRUCTIONS TO PROPOSERS

### A. Pre-proposal Conference

A virtual pre-proposal conference will be held on **May 19, 2026**, at **1:00 PM (PSD/local)** via **ZOOM**. Proposers are advised to register with Renel Coombs, Procurement & Contracts Administrator at [rcoombs@nvta.ca.gov](mailto:rcoombs@nvta.ca.gov); copy: [procurements@nvta.ca.gov](mailto:procurements@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: RFP 26-R09 Pre-Proposal Meeting for Short Range Transit Plan

Time: May 19, 2026 01:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85995386933?pwd=Vh5zd9aKKx6BRi7TUkKdH6ZOaVSy4S.1>

Meeting chat link

<https://us02web.zoom.us/jc/85995386933>

Meeting ID: 859 9538 6933

Passcode: 162474

One tap mobile

+16699006833,,85995386933#,,,,\*162474# US (San Jose)

+16694449171,,85995386933#,,,,\*162474# US

Join by SIP

• [85995386933@zoomcrc.com](mailto:85995386933@zoomcrc.com)

Join instructions

[https://us02web.zoom.us/join/85995386933/invitations?signature=RV0jFfeFJXia9LIq9SwYeeRowXf2Mzdi44J5Tp\\_QuSA](https://us02web.zoom.us/join/85995386933/invitations?signature=RV0jFfeFJXia9LIq9SwYeeRowXf2Mzdi44J5Tp_QuSA)

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 (PSD/Local) on MAY 28, 2026**. A response to all questions will be submitted tentatively MAY 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-R09 "SHORT RANGE TRANSIT PLAN AND COMPREHENSIVE OPERATIONAL ANALYSIS", 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-R09

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 (PSD/Local), June 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-R09 SHORT RANGE TRANSIT PLAN AND COMPREHENSIVE OPERATIONAL ANALYSIS. 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 NVTAs Executive Director, a written explanation of the basis for the protest IAW [NVTAs Chapter 5: Contracting and Procurement](#) (E)(17).

2. Any protest based on such grounds not timely filed will not be considered by NVTAs.
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), copy: rcoombs@nvta.ca.gov, a written request for withdrawal signed by, or on behalf of, the Proposer.

#### **G. Rights of NVTAs**

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

NVTAs 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.

NVTAs, 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 (NTE) 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, separately, 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-pages or less and shall include:

1. Title Page
2. Transmittal Letter
3. Executive Summary
4. Project Funding and Approach

5. Project Work Plan and Schedule
6. Relevant Experience
7. Qualifications of Proposer and Project Staffing
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

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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. PROJECT FUNDING AND APPROACH

This section should describe the approach proposed and how Proposer intends to satisfy all deliverables on time while managing the costs associated with developing the Short-Range Transit Plan and Comprehensive Operational Analysis.

5. PROJECT WORK PLAN AND SCHEDULE

Proposer shall use this section to present a project work plan and

schedule.

6. RELEVANT EXPERIENCE

This part of the proposal shall contain a brief description of Firm's most recent and relevant experience working on plans similar in size and scope of a Short-Range Transit Plan. List experience working with Transportation Agencies that receive mixed funding sources (Federal, State, Local), if able, and provide details on Firm's approach with developing plans consistent with Federal and State regulatory requirements.

7. QUALIFICATIONS OF PROPOSER AND PROJECT STAFFING

This section should identify the Firm's team for this project and who will serve as the overall lead for engagement. Include only those people who are currently expected to work with NVTa throughout the term of this agreement. Provide resumes only for staff members expected to work on the project scope of this RFP, highlighting relevant experience developing plans similar in size and scope with public transportation agencies or other government entities. 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**

**(Attached)**

# **Short Range Transit Plan (SRTP) and Comprehensive Operational Analysis (COA) Scope of Work**

## **Scope**

NVTA is seeking a single firm to complete both a Short Range Transit Plan (SRTP) and Comprehensive Operational Analysis (COA) within 18 months of an executed contract. Both documents will need to be consistent with NVTA's Strategic Plan, which is currently underway.

## **Short Range Transit Plan**

The Metropolitan Transportation Commission (MTC), in cooperation with the Federal Transit Administration (FTA) Region IX office requires that public transit operators as FTA grantees in the MTC region prepare and regularly update a Short-Range Transit Plan (SRTP) as input to regional transportation planning programming activities. NVTA's existing SRTP (included as Appendix 1) covered the five years 2023-2028.

The goal of this SRTP update is to remain federally compliant by updating the pre-existing SRTP to provide revised analysis to guide NVTA from 2027-2036. This should include an overview of Vine Transit services operated by NVTA, planning context of Vine Transit services, overview of existing operational service, goals, performance, and prior recommendations, analysis of fixed route service, analysis of paratransit service, analysis of shuttle services, marketing, overview of fleet and facilities plan, and a financial analysis of NVTA's public transit fund.

NVTA's SRTP will be due in accordance with the Metropolitan Transportation Commission's forthcoming Guidelines. The current draft timeline for SRTP implementation is as follows:

- Contract Commencement: July 2026
- Guideline Adoption by the MTC Board of Directors: Summer 2026
- Draft SRTPs due: March 31, 2027
- Final SRTPs due: July 1, 2027

## **Tasks and Deliverables**

CONTRACTOR will perform at minimum, the following tasks/deliverables, and as defined in CONTRACTOR's proposal incorporated herein, as follows

### **Task 1: Project Management**

Proposals will identify consultant approach to Project Management to ensure completion of the project on time and on budget. At a minimum, this task should include:

**1.1** A Kickoff Meeting. CONTRACTOR shall in coordination with NVTA staff review and approve a final scope and determine a schedule for completing the project, including public outreach strategies.

## **Task 2: Existing Conditions Assessment**

**2.1** Review Existing Plans, Programs, and Policies  
CONTRACTOR will assist with Plan consistency, as well as understanding current service, policies, and priorities of NVTA and local jurisdictions, perform a consistency screen of existing Plans and related documents, including identification of any inconsistent goals or policies.

This may include, but is not limited to the following:

- Existing Short Range Transit Plan
- NVTA Transit Policies
- National Transit Database annual reports
- Vine Customer Surveys
- NVTA Community Based Transportation Plan
- NVTA Financial Audits
- FTA Triennial Review Findings (NVTA currently undergoing a Triennial Audit with preliminary results available in August 2026)
- GTFS Static and Real-time feeds
- Title VI Report
- Existing adopted budgets for FY 2026-27 and FY 2027-28 as well as preliminary budget outlook for FY 2028-29 and FY 2029-30
- NVTA Active Transportation Plan as many transit riders either walk or ride to transit stops
- NVTA Countywide Transportation Plan
- NVTA Strategic Plan (in progress)

**2.2** CONTRACTOR at a minimum, will compile and identify the following information:

- Describe any recently (since 2020) adopted changes to agency goals, objectives or standards.
- Discuss any near-term plans to revisit or update agency goals, objectives or standards during the SRTP horizon.
- Governance – describe changes to governing board composition or selection policies
- Organizational Structure – describe changes to management structure, contracted transportation services, or labor unions

- Transit Services Provided and Areas Served – describe changes to the type of service provided (ie. new modes, BRT, microtransit, paratransit) or service area geographies
  - Service area and clients served.
  - Hours of operation and level of service
  - Ridership/passenger counts
  - Boarding/alighting data
  - On-time performance data
  - GIS layers of Existing Routes with Stops, and ridership data
- Fare Structure – describe any changes to how fares are calculated or any changes to products and policies
- Revenue Fleet – describe any changes to the types of vehicles or vessels operated, and provide the number of each type of vehicle/vessel in the revenue fleet
- Facilities – describe any changes to agency facilities, including but not limited to stations and stops, right-of-way, park-and-ride locations, administrative offices, maintenance and fueling buildings, vehicle storage facilities, and bicycle facilities.

### **Task 2 Deliverables**

- Internal draft existing conditions report including data, tables, figures and maps.
- Based upon staff comments, final existing Conditions Report is to be incorporated into the SRTP

### **Task 3 Public Outreach, Stakeholder Meeting and Presentations**

CONTRACTOR shall develop a Public Engagement Plan that includes a comprehensive strategy to solicit meaningful public participation that is consistent with the NVTA's Title VI Plan and FTA Environmental Justice guidance, including outreach to low income, minority and Limited English Proficient (LEP) populations. Proposers are encouraged to identify innovative outreach methods, but at a minimum the outreach efforts should include:

**3.1** Review and expand as necessary on Vine Transit's points of contact related to local governments, committee members, businesses, non-profits, etc.

**3.2** Review Stakeholder interviews conducted during the NVTA Strategic Plan and Countywide Transportation Plan and add up to ten (10) additional in-person (or virtual) stakeholder interviews. Including one member of public works in each of NVTA's incorporated justifications: American Canyon, City of Napa, County of Napa, Yountville, St Helena and Calistoga as well as members of NVTA Committees, such as the Paratransit Coordinating Council and Community Advisory Committee, and Spanish speaking community groups.

**3.3** Review MTC's passenger rider survey results as well as a countywide Transit survey conducted by NVTA, both from 2024. Develop a new survey measure to understand community opinions on existing services, gauge reactions to proposed services, and receive demographic information. Survey should be available in online and paper format in English, Spanish and Tagalog.

**3.4** Pop-up Events, Community Open Houses, or other innovative outreach strategies made to maximize community engagement during the existing conditions and scenarios analysis phases of work at Transit Centers, Park and Rides and/or other locations identified by NVTA staff in coordination with the CONTRACTOR. CONTRACTOR should assume five (5) Pop-up Events and one (1) Community Open House.

**3.5** Attend one (1) meeting of the Community Advisory Committee (CAC) on the first Wednesday of the odd months at 5:00 pm and one (1) Paratransit Coordinating Council (PCC) Meeting on the first Thursdays of the odd months at 10:00 am in person. These meetings are held every other month on the first Wednesday and first Thursday of the respective months (January, March, May, July, September, November). Also present at one NVTA Board meeting, 3<sup>rd</sup> Wednesday of the month, virtually (meeting date will be determined by mutual agreement).

### **Task 3 Deliverables**

- Public Engagement Plan
  - Development of content, including graphics and images, for project web page to be hosted on [www.vinetransit.com](http://www.vinetransit.com) and [www.nvta.ca.gov](http://www.nvta.ca.gov)
- Online and paper survey
- Public Engagement Materials for Community Meetings and Pop-ups
- Presentations to the CAC and PCC (in-person) and NVTA Board (virtual)
- Public Participation Summary to be part of the SRTP

### **Task 4: Ten Year Service Scenarios FY 27 through FY 36**

CONTRACTOR shall develop and analyze three service scenarios for Vine Transit 1) decrease in revenues of 10% (NVTA request, and not an MTC requirement) 2) no new revenues, 3) new revenues from a regional measure (this would be a very minor variation as NVTA would not receive any revenues directly, this measure would only impact the Route 29 service to BART). This scenario planning exercise is intended to explore the service impacts of varying levels of revenue for transit. Under MTC SRTP Guidelines there is an optional scenario - 125% of baseline revenues. That will not be part of the SRTP but rather part of the COA tasks.

These SRTP scenarios should consider system coverage, route structure, and frequency while ensuring that the communities most in need of transit are served and there are no disparate impacts to Title VI populations. The service scenarios should consider the following:

- Fixed route service, develop and analyze service scenarios that may include but not be limited to:
  - Eliminating, restructuring and/or re-defining of service areas underperforming, as defined by the Performance Standards, with the objective of improving performance and increasing ridership.
  - Special Focus Areas including how transit service will operate between the City of Napa and American Canyon as major multimodal improvements are slated for five intersections along SR 29 in American Canyon
  - Additional fare subsidy opportunities for senior citizens and/or youth
  - Exploration of transit connection improvements to common tourist destinations
- On-Demand shuttles in Calistoga, St Helena, Yountville and American Canyon
  - Review service areas, hours of service, and operational practices, and provide recommendations for potential changes.
  - Review of current scheduling and operating practices including providing recommendations for ride scheduling and data collection technology that may assist in driver scheduling and other operational tasks.
  - Exploration of American Canyon shuttle hours into fixed route service
  - Exploration of transit connection improvements to common tourist destinations
  - Exploration of transit connections that may be provided through third parties like TNC companies or other services to provide mobility services to more rural communities like Calistoga and St. Helena.
- VineGo Paratransit
  - Examine the possibility of offering premium service beyond the current  $\frac{3}{4}$  of a mile from the fixed route bus system and the corresponding fare structure
  - Review of current scheduling and operating practices including providing recommendations for ADA ride scheduling and data collection technology that may assist in driver scheduling and other operational tasks.

#### **Task 4 Deliverables**

- Internal Draft Service Scenarios analysis for Vine
- Internal Draft Shuttle Service Scenarios analysis for Calistoga, St Helena, Yountville and American Canyon
- Internal Draft Service Scenarios analysis for VineGo paratransit
- Incorporation of Staff comments to release Draft Service Scenarios including fixed routes and shuttles for Public Review and Incorporation into the SRTP
- An estimate of probable operational costs, including any savings or increases from current operations

## **Task 5: Implementation and Funding Plan**

**5.1 Implementation Plan.** After public and stakeholder comments and based upon project team direction, the Service Scenarios shall be drafted and include:

- Description of the modes and types of transit services to be operated over the plan period.
- Express in the Excel template provided by MTC the planned levels of service hours and service miles. Separately identify the following:
  - Fixed route modes by type (e.g. local, express/commuter);
  - Demand responsive modes by type (e.g., ADA, non-ADA older adult);

The table shall clearly identify service expansion and/or reduction by the year of planned deployment (expansion) and/or elimination (reduction).

- Describe any proposed revisions or improvements to fixed route services, ADA paratransit services, and other services
- Where reductions in service levels are necessary in order to achieve a balanced operating budget, describe the reductions and assess their impact on the affected service areas and communities (e.g., number of riders impacted, average change in wait time for passengers, etc.).
- Describe and discuss possible changes to operating expenses due to labor or service contract changes.
- Describe and discuss planned (not yet implemented or underway) service changes in response to the most recent federal Title VI report and/or FTA Triennial Review (if applicable)

**5.2 Funding Plan.** CONTRACTOR will work within the confines of the NVTA FY 2026-27 to FY 2027-28 Adopted Budget, along with NVTA revenue projections through FY 2035-36 to allocate funding for the Implementation Plan. Plan shall be in an online ADA accessible PDF format for NVTA to post on its website.

### **Task 5 Deliverables**

- Internal Implementation and Funding Plan
- Production of Draft SRTP for public circulation after one set of comments on the Draft Implementation and Funding Plan

### **Task 6: Document Plan Approval and Adoption**

Compile the deliverables from the prior five tasks into a Draft SRTP for public review and presentation to the Community Advisory Committee, Paratransit Coordinating Council and NVTA Board of Directors

### **Task 6 Deliverables:**

- Notification materials for the DRAFT SRTP

- Final SRTP that addresses all comments received on the draft. The report shall be provided in an ADA accessible electronic format that can be edited by NVTA staff (Adobe Creative Suite or InDesign, MS Word, and Excel for spreadsheets), with all data sources and supporting materials. All electronic files are to be delivered to NVTA upon project completion

### **Comprehensive Operational Analysis**

A Comprehensive Operational Analysis (COA) is a planning document that includes an analysis of an existing transit system, identifies deficiencies and proposes recommendations to meet the goals and criteria set forth in the COA. The goal of the COA is to evaluate ridership, productivity, levels of service, service cost estimates, propose administrative policies, position re-classifications, performance analysis of paratransit services, service expansion recommendations, and collect outreach results from public engagement events. This plan will have a longer timeline and should take the information from the SRTP to inform recommended service changes.

NVTA last completed a COA back in July 2019. It was completed internally and consisted of the following four sections included in Appendix 2:

1. Market Assessment
2. Technical Analysis
3. Needs Assessment
4. Implementation Plan

The results from the prior COA were only fully realized for a short time from January 2020 to March 2020 before the impacts of COVID-19 resulted in limiting service hours and transitioning all local City of Napa fixed-route service to on-demand service. Moving out of the post COVID-19 era, NVTA has been slowly restoring service and currently is offering service in line with the prior COA, but with about 90% of the service hours. A new COA is needed to evaluate new travel demand data based on current commute patterns, travel demand & traffic conditions, as well as the political climate and opportunities for future funding.

The COA tasks can start immediately after the delivery of Task 3 (SRTP), specifically after the Public Outreach plan is adopted. The COA tasks outlined below will build upon the SRTP, with the COA Draft and Final Plans expected to be adopted approximately nine (9) months after the SRTP.

#### **Task 1: Uniform Standards and Bus Stop Typology.**

**1.1** CONTRACTOR shall develop uniform standards that identifies a wide range of transit improvements, typologies like:

- Conventional Bus Stops with no bikeway present

- Bus stop placements relative to roundabouts
- Bus stop placements, far-side, near-side and mid-block
- Conventional Bus Stops with Class II Bikeway Bus Stops
  - Pullout Bus Stops
- Floating Transit Islands with Sidewalk-Grade Bikeways
- Floating Transit Islands with Roadway-Grade Bikeways
- Class I Bike Path Bus Stop
- Normal bus stops with on-street parking (angled, parallel) vs. no on-street parking.
- Bus Stop Amenities
  - Benches, shelters, lighting and real-time signage

It should include a brief description or definition of the treatment, any quantitative minimum standards as well as any best practices that may exceed those minimums. Toolbox should be balanced and responsive to different needs associated with urban and rural contexts and always take into consideration accessibility.

**1.2 CONTRACTOR** shall review the draft typologies at a Technical Advisory Committee Meeting (first Thursday of every month from 2pm-4pm) to the Public Works Directors of NVRTA jurisdictions as well as Caltrans.

### **Task 1 Deliverables**

- Final Typologies to be included in the Final Comprehensive Operational Analysis

### **Task 2 Future Demand Assessment, 5 to 10 years and beyond**

To assess the potential of expanding NVRTA's fixed route and service types within the current service area and into neighboring areas, particularly where service does not currently exist or where service needs adjustment (service decreases, increases in service, consideration of flexible/on-demand services, etc.). Where possible, this should be identified by latent demand by time of day, origin-destination zones and user group. In addition, the CONTRACTOR must consider alternate mode of transit—other than fixed route—to address the region's mobility needs.

Current census data will be analyzed to identify markets of potential riders that presently have inadequate transit service. The analysis will focus on identifying markets of underserved populations (i.e., those persons who because of age, mobility limitations, or low income would rely on public transportation), and commuter travel markets. The COA should also explore existing and possible transit connections to common tourist destinations, and strategies to attract Napa Valley visitors to use transit. This analysis will be corroborated by public service requests and public outreach gathered as part of the SRTP. This analysis will identify demographic characteristics of areas with high transit

propensity, future land-use planning, and will identify areas that are presently underserved by transit. Key trip generators with regional travel patterns will also be identified.

This demand assessment will examine the following in NVRTA's service area:

- Housing, employment, transit dependency, and other trip generating data
- Commuting patterns within service area location (Napa County) and to surrounding counties (Solano, Sonoma, Marin & Contra Costa)
  - Including exploration of offering new service to Sonoma County that could include, but is not limited to service from City of Napa to the Town of Sonoma to connect to Sonoma County Route 40, service from City of Napa to the Petaluma SMART station and/or service from Calistoga to the Santa Rosa Transit Mall
- Assessment of other origin/destination data from other sources (using data collected in the 2025 Napa Valley Travel Behavior Study (<https://nvta.ca.gov/wp-content/uploads/2025/11/2025-Travel-Behavior-Study-Final-Report.pdf>) and Solano Activity Base Model (SNABM) Update, once available
- Assessment of commuting and transit demand from SRTTP
- Assessment of projected travel markets from other transit studies in the Bay Area, such as Transit 2050+
- Title VI and other equity considerations

**Task 2 Deliverables:** Results of demand assessment will be incorporated in the development of a report that includes long-term recommendations. Results will be compared with suggestions/comments by the public in a discernable matrix that outlines current needs both within the current service area and in neighboring areas.

### **Task 3 Performance Standards Review**

NVRTA Policies, Practices and Procedures Manual – Transit Policies (Attachment 3) includes the sections with standards as listed below:

- Service Standards
- Performance Measures and Performance Standards
- Operation Safe, Reliable and Comfortable Service – Measures and Standards
- Efficient Use of Resources – Measures and Standards
- Be a Forward Think Organization Meeting the Needs of an Evolving and Diverse Community – Measures and Standards

These standards have not been reviewed for over 10 years and need to be updated to align with NVTA's current operating procedures and industry standards.

**3.1 CONTRACTOR** shall review the NVTA Countywide Transportation Plan, Intersections 2050, <https://nvta.ca.gov/planning-and-projects/planning/regional/countywide-transportation-plan/>, because changes in the performance standards for the transit system must align with the goals and performance standards outlined in this plan.

**3.2 CONTRACTOR** shall produce a draft update to NVTA's existing performance standards to be included in the Draft Comprehensive Operational Analysis.

**Task 3 Deliverables:** Final Performance Standards to be included in the Final Comprehensive Operational Analysis.

#### **Task 4: Implementation and Funding Plan (5 to 10+ years)**

Recommendations for the COA Implementation and Funding Plan will be carefully staged to support changes that occur in conjunction with the implementation of the Short Range Transit Plan. These 5-10 year improvements will likely require additional resources. In addition, the Future Demand Assessment (Task 2), will be a primary source for identifying the potential for expanded service, new service types, new routes and the corresponding capital resources and look at 125% of the revenue forecast developed in the SRTP.

**4.1 CONTRACTOR** will build upon the SRTP service changes and potentially make recommendations for two larger service changes to service that may require additional funding, capital resources and/or changes in vehicle types.

**4.2** Based upon the recommendations in Task 4.1 the CONTRACTOR will provide details on Capital resource upgrades such as bus stops/amenities, transit centers, park-and-ride lots, administrative/maintenance facilities, and ITS investments. The CONTRACTOR will identify specific locations and additional amenities at bus stops throughout the Vine service area. The CONTRACTOR will also examine both the NVTA owned Soscol Gateway Transit Center as well as other transit centers served by NVTA including the Vallejo Transit Center, Sereno Transit Center, Fairfield Transit Center, Suisun/Fairfield Amtrak Station, and El Cerrito del Norte BART station.

**4.3** CONTRACTOR, if necessary, will recommend changes in the vehicle size (40 ft to 18 ft), fuel type (Diesel, CNG, unleaded, electric or hydrogen) for future vehicle procurements, as well as explore the potential for utilization of smaller and/or more efficient vehicles for ADA paratransit service. NVTA's existing fleet plan for fixed route vehicles is outlined in its 2022 Zero Emission Bus Rollout Plan, which is included in Appendix 4.

**4.4** Outline Funding Plan. CONTRACTOR will develop a 5 to 10+ year Financial Plan for planned services. The financial analysis will project anticipated operational and capital

costs and realistic transit revenues from fare collection funds, Federal Transit Administration funds, State Transportation Development Act (TDA) funds, other grants, joint funding with adjacent jurisdictions, and private partnership opportunities.

Financial plan shall, at a minimum, include:

a) A review of the current financial condition of NVTA's public transit fund, including an evaluation of cost trends and the historical use of funds including formula-based payments, grants, and other sources, as well as guidance on the appropriate need for resources.

b) Development of at least two financial scenarios of future expenses and revenues. On the expense side, meet requirements for maintaining current operations and possible future service expansions, while considering maintenance, rehabilitation, technology enhancements, and capital costs (vehicle replacement and expansion, bus stop upgrades, and other capital projects). On the revenue side, identify, analyze and provide realistic projections for transit revenues from farebox revenue, Federal Transit Administration funds, joint funding with adjacent jurisdictions, fare structure alternatives, and private partnership opportunities, or other funding sources and grants that may be available. The two financial scenarios should include two funding plans that forecasts the cost to operate expanded service.

c) Identify and develop strategies to help ensure continued transit funding in Napa County including looking at additional support from local jurisdictions and/or the local school districts.

#### **Task 4 Deliverables**

- Internal Implementation and Funding Plan (5 to 10 years)
- Production of Draft COA for public circulation after one set of comments on the Draft Implementation and Funding Plan

#### **Task 5: Document Plan Approval and Adoption**

**5.1** Draft Plan for NVTA Review. CONTRACTOR shall incorporate all work and reports/deliverables into a single Draft COA for review. Include two (2) rounds of review.

**Deliverable:** Provide a draft plan that evaluates proposed service and facilities improvements following Plan adoption. Create relevant online digital assets.

**5.2** Agency Presentations, Resolutions and Final Plan Adoption. CONTRACTOR shall present the Draft COA to the NVTA Board of Directors. Incorporate public comment following required timeframe and prepare a final draft of the Plan, adoption memoranda, and related materials.

**Deliverable:** Final Comprehensive Operational Analysis

## **Attachments**

1. Existing NVTA Short Range Transit Plan  
[https://mtc.ca.gov/sites/default/files/documents/202301/NVTA\\_Short\\_Range\\_Transit\\_Plan.pdf?cb=d6b0d2bf](https://mtc.ca.gov/sites/default/files/documents/202301/NVTA_Short_Range_Transit_Plan.pdf?cb=d6b0d2bf)
2. Existing NVTA Comprehensive Operational Analysis – Four Parts
3. NVTA Policies, Practices and Procedures Manual – Transit Policies
4. NVTA Zero Emission Bus Rollout Plan  
<https://nvta.ca.gov/planning-and-projects/planning/transit/zero-emission-bus-rollout-plan/>

## SECTION V - REQUIRED QUALIFICATIONS

- A. Proposer and its sub-consultant(s) must be licensed, when required by law, 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 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. 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:

CRITERIA	WEIGHT %
<i>Project Funding and Approach</i>	20
<i>Project Work Plan and Schedule</i>	25
<i>Relevant Experience</i>	20
<i>Qualifications of Proposer and Project Staffing</i>	25

<i>Cost – Rates – Value</i>	<b>10</b>
<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 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.

The DBE goal for this contract has not been established. 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 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



## 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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*Print Name & Title and Signature*

*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 judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

Exceptions will not necessarily result in denial of award but will be considered in determining 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 Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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(SIGNATURE OF BIDDER'S AUTHORIZED PERSON)

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Name and Title of the BIDDER's Authorized Person

END OF BIDDER'S CERTIFICATION FOR PUBLIC CONTRACT CODE 10285.1, 10232, 10162 AND DEBARMENT AND SUSPENSION SUBMITTED WITH BID

**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



## 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-C11

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of July, 2026 “Effective Date”, 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 State to do business if applicable, whose mailing address is \_\_\_\_\_, hereinafter referred to as “CONSULTANT”;

#### RECITALS

**WHEREAS**, NVTA wishes to obtain specialized services to develop Short Range Transit Plan and Comprehensive Operational Analysis; and

**WHEREAS**, NVTA has authorized the NVTA Executive Director to enter a contract for services at its July 15 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 eighteen (18) months from the effective date 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 CONSULTANT’s proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

**3. Compensation.**

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

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

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

**4. Method of Payment.**

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

- i. CONSULTANT's name, address, Social Security or Taxpayer Identification Number
- ii. Agreement number and any Task Orders associated
- iii. 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) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.
- iv. CONSULTANT shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to [Vendor Invoice Submittal](#), who after review and approval as to form and content, shall submit the invoice to the NVTA Director Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

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

**5. Independent Consultant.** CONSULTANT shall perform this Agreement as an independent CONSULTANT. CONSULTANT and the officers, agents and employees of

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

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

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

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

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

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

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

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

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

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

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

8. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONSULTANT shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from 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 14 (Notices). NVTA hereby authorizes the NVTA Executive Director to make all decisions

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

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

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

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

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

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

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

NVTA  
Danielle Schmitz

CONSULTANT  
[Name]

Executive Director  
625 Burnell Street  
Napa, CA. 94559

[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.

(d) Federal Required Clauses. Notwithstanding anything to the contrary in this Agreement, pursuant to 29 C.F.R. 97.36(i), CONSULTANT 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 - CONSULTANT 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. CONSULTANT's failure to so comply shall constitute a material breach of this contract.

(f) No Obligation by the Federal Government

1. NVTA and CONSULTANT 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, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. CONSULTANT agrees to include the above clause in each subcontract financed as a 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 subconsultant who will be subject to its provisions.

(g). 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. CONSULTANT 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.** 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 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

## 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 CONSULTANT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

### 2. TERMINATION

Consultant'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

Consultant 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 Consultant 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 Consultant 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

Consultant 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 Consultant'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 Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Consultant further agrees to include in all its third-party contracts hereunder a provision to the effect that the Consultant 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 subconsultant, 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, Consultant 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 subconsultant 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 consultant, subrecipient, or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the consultant 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 consultant agrees to pay each subconsultant 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 consultant agrees further to return retainage payments to each subconsultant within thirty days after the subconsultants 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 Consultant 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

Consultant 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

Consultant certifies that neither it nor any of its participants, principals, or subconsultants 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. Consultant 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

Consultant 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 Consultant 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 Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

#### 13. LOBBYING

Consultant 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, Consultant 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, Consultant 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 Consultant or its officers, agents, employees, volunteers, consultants and subconsultants 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 Consultant'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 Consultant'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

Consultant 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 Consultant (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

Consultant 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 waiver. 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 waiver. 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 subconsultants.

#### 17. COMPLIANCE WITH FTA REGULATIONS

Consultant 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. Consultant'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 Consultant 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 Consultant and its subconsultants 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 consultant 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 consultant, 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 consultant 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 consultant does not make payments to a trustee or other third person, the consultant 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 consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the consultant 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 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 consultant 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 consultant, 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 consultant under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, 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 consultant or any subconsultant 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 consultant, 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 consultant 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 consultant 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. Consultants 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 Consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NVT A 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 Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the consultant or subconsultant 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 consultant or subconsultant to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The consultant or subconsultant 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 consultant or subconsultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, 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 consultant 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 consultant 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 consultants or subconsultants 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 consultant 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 consultant 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 consultant shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(f) Subcontracts: The consultant or subconsultant 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 subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant 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 consultant and a subconsultant 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 consultant (or any of its subconsultants) 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 consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the consultant'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 consultant or subconsultant 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 consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such consultant and subconsultant 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 consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

## 20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(a) Consultant 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, Consultant, or any other party (whether or not a party to that contract) or any matter resulting from the underlying contract.

(b) The Consultant 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 subconsultant who will be subject to its provisions.

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

(a) The Consultant 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 Consultant 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 Consultant 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 Consultant to the extent the Federal Government deems appropriate.

(b) The Consultant 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 Consultant, to the extent the Federal Government deems appropriate. (3) The Consultant 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 subconsultant 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 Consultant in the case of subconsultant bills-of-lading).

(b) Consultant and Subconsultant Clauses. "Use of United States-flag vessels: The consultant 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 consultant in the case of subconsultant 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**

CONSULTANT 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 CONSULTANT 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