



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Libby Payan, Senior Program Planner/Administrator
(707) 259-8782 / Email: lpayan@nvta.ca.gov
SUBJECT: Amendment No. 1 to Purchase Order 25-P5039 with Cubic Transportation Systems for installation of the Clipper fare payment system

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Amendment No. 1 Purchase Order 25-P5039 (Attachment 1) with Cubic Transportation Systems (Cubic) for completing the pre-wiring and installation of the Clipper fare payment system, in an amount not to exceed \$313,279.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

At the February 19, 2025, NVRTA Board of Directors Meeting, Purchase Order (PO) 25-P5039 for \$294,407 was approved and executed, authorizing the payment to Cubic Transportation Systems (Cubic) to prewire and install Clipper fare payment system equipment on buses that were delivered to NVRTA in the Spring and Summer of 2025. During the installs, Cubic discovered that the original PO did not include the tax on the equipment and hardware. Amendment No. 1 covers the cost of tax, increasing the total PO amount by \$18,872, to a new total amount of \$313,279.

FISCAL IMPACT

Yes, up to \$18,872 for the cost to cover taxes on the Clipper fare payment system hardware and equipment that was installed on new buses. Transportation Development Act funds will pay for these costs.

This is budgeted under the Transit Equipment Upgrades item with a total budget of \$400,000.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

Clipper is the Bay Area's all in one transit card accepted by all Bay Area public transit systems. The Clipper Program started in 2009, allowing one seamless payment system to be used across Bay Area transit agencies. NVTa has participated since its inception and is participating in the current Clipper hardware update along with the other transit agencies in the Bay Area. These upgrades were executed as part of a larger contract administered through the Metropolitan Transportation Commission. There have been multiple Memorandum of Understandings (MOUs) between MTC and transit system operators. The most recent major MOU change was in 2022, which enabled the installation and operation of a new account-based Clipper system, known as the "Clipper Next Generation System." Under this MOU new Clipper Hardware was installed on all NVTa buses in 2023. All bus purchases made after 2023 requires NVTa to directly enter into contract with Cubic to install new Clipper Hardware.

NVTa has worked to upgrade its bus fleet, with purchases of four (4) new VineGo vehicles, two (2) Calistoga shuttles and fourteen (14) electric Gillig fixed route buses. At the February 19, 2025 NVTa Board of Directors Meeting, Purchase Order (PO) 25-P5039 was approved and executed, authorizing the payment to Cubic Transportation Systems (Cubic) to remove Clipper validators installed in 2023 from buses that NVTa retired and install the equipment on new buses and perform rewiring and installation work on brand new Clipper validators on buses that were delivered to NVTa in the Spring and Summer of 2025. During the scheduling of the installation of equipment, Cubic discovered that the original PO did not include the tax on the equipment and hardware. After meeting with Cubic and discussing the shortfall in funding, NVTa agreed to cover the cost of the tax, which is covered in Amendment 1. This brings the new total PO amount to \$313,279.

ALTERNATIVES

Without the purchase, the Clipper system on Vine buses will not be operational.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 5 – Minimize the energy and other resources required to move people and goods.

Clipper is used on transit systems throughout the Bay Area and creates a seamless transfer between systems, making riding transit easier and more inviting. Having a single fare card encourages modal shift from single occupancy vehicles to using transit.

ATTACHMENT

- 1) Amendment No 1 to Purchase Order 25-P5039



Purchase Order

Napa Valley
Transportation Authority
625 Burnell Street
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8636
Web: www.nvta.ca.gov

VENDOR

CUBIC TRANSPORTATION SYSTEMS
1800 SUTTER, SUITE #900
CONCORD, CA 94520
Kevin Park, Project Manager
Kevin.park@cubic.com | 858.505.2287

Purchase Order #: 25-P5039
Date: 10/29/2025
Vendor ID: 39207

MODIFICATION NO. 1

Bill To:

Napa Valley Transportation Authority (NVTA)
ATTN: Accounts Payable | ap@nvta.ca.gov
625 Burnell Street
Napa, CA 94559
T 707.253.4688 | F 707.259.8638

Ship To:

VINE TRANSIT MAINTENANCE FACILITY
96 & 101 Sheehy Court
Napa, CA 94559
David Zenteno, Maintenance Manager
david.zenteno@transdev.com | 707.251.1098

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
PAYAN	ATTACHED	-	DEST	COOMBS	NET 30	68-0471080

QTY	Item #	UOI	Description	Discount	Taxable	Unit Price	Total
09		EA	OB VALIDATOR (SPARES W/O PREWIRING)		NO	1,094	9,846
09		EA	BUS CELLULAR COMMUNICATIONS DEVICE		NO	1,750	15,750
25		EA	NEW, OB VALIDATOR		NO	6,726	168,150
11		EA	EXTERNAL COMMUNICATIONS DEVICE		NO	9,151	100,661
Modification No. 1: Add Tax in the amount of \$18,872.10 increasing the total from \$294,407 to \$313,279.10.							

NOTICE OF INCLUDED TERMS AND CONDITIONS (This purchase order is a federally funded contract and as such, certain mandatory terms and conditions apply to this purchase order. These provisions include, **but are not limited to** the provisions of Buy America 49 U.S.C. §5323 (j), 49 C.F.R. Part 661; Cargo Preference 46 U.S.C. § 55305, 46 C.F.R. Part 381; Fly America 49 U.S.C. § 40118, 41 C.F.R. §§ 301-10.131 through 301-10.143; Bus Testing 49 C.F.R. Part 665; U.S. DOT Third Party Procurement Regulations 49 C.F.R. §18.36 or 40 C.F.R. §§19.40 through 19.48, FTA Circular 4220.1F (including all mandated terms and conditions contained in Appendix D-4) and FTA Master Agreement FTA MA(31).

Subtotal	\$294,407
Tax	\$18,872.10
Ship	\$ excl
Misc	\$ -0-
TOTAL	\$313,279.10

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa County Transportation Authority.

DENIS DEWAN, CONTRACTS MANAGER

DATE

DANIELLE SCHMITZ, EXECUTIVE DIRECTOR DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION: TDA/Transit Equipment Upgrades

GENERAL TERMS AND CONDITIONS

1. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTa shall pay CONTRACTOR not to exceed the total amount shown on page 1 (\$ \$313,279.10).

(b) Expenses. No travel or other expenses will be reimbursed.

2. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NVTa of an itemized billing invoice which indicates CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, or task completed. All claims are to be submitted to NVTa, Accounts Payable, 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvt.a.ca.gov.

3. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. NVTa shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

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

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

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

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

(c) Certificates. All insurance coverages referenced in 4(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTa's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTa's Risk Manager, which shall be filed by CONTRACTOR with the Executive Director prior to commencement of performance of any of CONTRACTOR's duties.

5. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTa and the officers, agents, employees and volunteers of NVTa from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTa or

NVTa

its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

6. **Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party by giving at least ten (10) days prior to the effective date.

7. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person (by email: ap@nvt.a.ca.gov) or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested.

8. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

9. **Interpretation; Venue.** 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. 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.

10. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

11. **Authority to Contract.** CONTRACTOR and NVTa each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

12. **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. By executing this Agreement, the Executive Director hereby determines in writing on behalf of NVTa that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the Political Reform Act form 700 disclosure obligations of section 87100 et seq.

13. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

14. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof. **CUBIC ADDITION:** "These terms prevail over any terms or conditions contained in any other documentation and expressly exclude

GENERAL TERMS AND CONDITIONS

any of Contractor's general terms and conditions of sale, any terms in any other document issued by Contractor in connection with this Agreement and/or which may be implied by trade, custom, practice, or course of dealing, except that this Agreement is governed by the terms and conditions of the NEXT GENERATION CLIPPER REGIONAL TRANSIT FARE PAYMENT SYSTEM INTEGRATOR CONTRACT dated February 22, 2024, as amended ("Clipper Agreement"). To the extent the terms of this Agreement conflict with the Clipper Agreement, the terms of this Agreement will prevail.

17 October 2025
0468-2510-DD

Libby Payan
NVTA
625 Burnell St
Napa, CA 94559

Re: Withdrawal and Resubmit - Request for Additional Clipper2 Equipment
Ref: 0462-2509-DD

Ms. Payan,

Cubic Transportation Systems, Inc. hereby officially the Request for Additional Clipper2 Equipment, submitted on 11 September 2025 with the above referenced letter, and hereby submits the revised request.

Scope:

- Six (6) singles door vehicles w/o Prewire; Two (2) Galval, Four (4) Ford
 - Labor cost for Installation of 6 (six) Communication Devices
 - Labor cost for Installation of 6 (six) Onboard Validators (OBVs)
- Fourteen (14) Gillig w/o Prewire two (2) OBVs per vehicle
 - Procurement and Installation of 11 (eleven) Communication Devices
 - Procurement and Installation of 25 (twenty-five) OBVs
 - Labor cost for Installation of 3 (three) Communication Devices
 - Labor cost for Installation of 3 (three) OBVs

According to Change Order 11, C2 Equipment and Task Price Schedule, prices for the installation and commissioning of the OBVs and Communication devices are as follows:

OBV Relocation: \$1,094 / unit x 6 units = \$6,564
Router/Antenna Relocation: \$1,750/ unit x 6 units = \$10,500

According to Change Order 11, prices for procurement, installation and commissioning of the OBVs and Communication Devices are as follows:

25 (twenty-five) OBVs x \$6,726.00 = \$168,150
11 (eleven) Router Kits x \$9,151 = \$100,661
3 (three) OBV Relocation: \$1,094 / unit x 3 units = \$3,282
3 (three) Router/Antenna Relocation: \$1,750/ unit x 3 units = \$5,250

\$116,411 (Price for Router relocation/commissioning) + \$177,996 (OBV relocation/commissioning) = \$294,407 + approximate tax of \$18,872.10

Total: \$313,279.10

Attachment 1

Revised C2 SI Contract Attachment C-8 Payment Form for Equipment

Item	Prices for Future Orders							Per Year Escalation %
	Price Per Unit	Estimated Implementation Quantity	Price Per Unit	Total Price for Estimated Implementation Quantities	Estimated Maximum Implementation Quantities	Price Per Unit	Total Price for Estimated Quantities	
Installation of Device from Spares Pool at location with pre-wiring								
Operator Control Unit	N/A -- to be part of future orders only							
Onboard Validator								
Bus Cellular Communications Device								
Standalone Validator								
Installation of Device from Spares Pool at location without pre-wiring								
Operator Control Unit	N/A -- to be part of future orders only							
Onboard Validator								
Bus Cellular Communications Device								
Installation of Device from Spares Pool at location replacing C1 equipment								
Operator Control Unit	N/A -- to be part of future orders only							
Onboard Validator								
Relocation of Device to location with pre-wiring								
Operator Control Unit	N/A -- to be part of future orders only							
Onboard Validator								
Bus Cellular Communications Device								
Standalone Validator								
Relocation of Device to location without pre-wiring								
Operator Control Unit	N/A -- to be part of future orders only							
Onboard Validator								
Bus Cellular Communications Device								
Other Equipment								
Onboard Validator charging rack	N/A -- to be part of future orders only							
Standalone Validator Cellular Communication Device								
Standalone Validator Core Validator with Front Glass Assembly								
Standalone Validator Power Supply Assembly (24V)								
Standalone Validator Power Supply Assembly (120V)								
Standalone Validator Top Cap and Antenna								
Standalone Validator Internal Fan								

ATTACHMENT C-8

Payment Form for Equipment

MTC will pay for actual equipment purchased at rates listed below. All equipment purchases must be approved in writing by MTC prior to purchase.

ATC will pay for actual equipment purchased at rates listed below. All equipment purchases must be approved in writing by ATC prior to purchase.								Prices for Future Orders						
Item	Price Per Unit	Estimated Implementation Quantity	Price Per Unit	Total Price for Estimated Implementation Quantity	Estimated Maximum Implementation Quantities	Price Per Unit	Total Price for Estimated Maximum Implementation Quantities	Small Order	Price Per Unit	Medium Order	Price Per Unit	Large Order	Price Per Unit	Per Year Escalation %
Bus Equipment, Cabling, Materials and Accessories - Installed and Operational*														
Operator Control Unit*	\$	3,500	\$3,326	\$11,641,691	7,000	\$2,994	\$20,958,000	1-50	\$7,545	51-300	\$5,954	301+	\$4,626	2.50%
Onboard Validator with Integrated Communications*	\$	5,100	\$2,800	\$14,281,198	9,000	\$2,569	\$23,121,000	1-50	\$6,726	51-300	\$5,308	301+	\$4,124	2.50%
External Communications Device and Ethernet Switch for Legacy Equipment*	\$	1,000	\$3,897	\$3,897,392	1,500	\$3,443	\$5,164,500	1-50	\$9,151	51-100	\$7,084	201+	\$5,359	2.50%
Integration with Existing Bus Mobile Router*	\$	1,000	\$ 284	\$284,028	3,000	\$251	\$753,000	1-50	\$441	51-300	\$346	301+	\$304	2.50%
Wireless Access Points at Garages*	\$	100	N/A	-	200	N/A	-	1-5	N/A	6-20	N/A	21+	N/A	2.50%
Rail and Ferry Equipment, Cabling, Materials and Accessories - Installed and Operational*														
Standalone Validators*	\$	350	\$7,668	\$2,683,637	700	\$6,901	\$4,830,700	1-20	\$13,897	21-50	\$13,164	51+	\$9,691	2.50%
Faregate Validator - Integration with Legacy Validator*	\$	750	N/A	-	1,500	N/A	\$	1-20	N/A	21-50	N/A	51+	N/A	2.50%
Faregate Validator - New C2 Validator in Legacy Faregate*	\$	125	\$1,003	\$125,325	3,000	\$ 688	\$2,064,000	1-21	\$1,554	21-51	\$ 1,472	51+	\$ 1,084	2.50%
Ticket Vending Machine Validator*	\$	360	N/A	-	700	N/A	\$	1-20	N/A	21-50	N/A	51+	N/A	2.50%
Add Value Machine Validator*	\$	210	N/A	-	500	N/A	\$	1-20	N/A	21-50	N/A	51+	N/A	2.50%
Fare Inspection and Mobile Payment Solution*	\$	650	\$3,744	\$2,433,584	1,200	\$ 3,411	\$ 4,093,200	1-20	\$7,455	21-50	\$ 7,062	51+	\$ 5,199	2.50%
Office and Retail Equipment, Cabling, Materials and Accessories - Installed and Operational*														
Walk-in Customer Service Center Solution*	\$	60	\$8,289	\$497,325	120	\$ 7,460	\$895,200	1-5	\$13,070	6-20	\$11,763	21+	\$9,469	2.50%
Self-Service Terminals*	\$	25	\$29,515	\$737,865	100	\$28,039	\$2,803,887	1-5	\$36,893	6-20	\$32,466	21+	\$30,105	2.50%
Retailer Equipment or Application Solution*	\$	400	\$3,856	\$1,542,556	1,000	\$ 3,356	\$3,356,000	1-20	\$7,133	21-50	\$6,757	51+	\$4,974	2.50%
Spare Devices (devices only for swapout)**								N/A - Any additional spares would normally be purchased as part of a larger equipment order and included in the above quantities						
Operator Control Unit**	\$	350	\$ 3,101	\$1,085,216	500	\$ 2,853	\$1,426,285							
Onboard Validator**	\$	400	\$2,105	\$ 842,172	800	\$1,937	\$1,549,600							
Bus Cellular Communications Device**	\$	100	\$3,491	\$349,135	200	\$3,160	\$ 632,008							
Standalone Validator**	\$	50	\$7,532	\$ 376,609	75	\$6,930	\$ 519,721							
Faregate Validator**	\$	100	\$867	\$86,725	200	\$798	\$159,574							
Ticket Vending Machine Validator**	\$	50	N/A	-	100	N/A	-							
Add Value Machine Validator**	\$	20	N/A	-	50	N/A	-							
Fare Inspection and Mobile Payment Solution**	\$	50	\$ 2,960	\$ 147,976	100	\$ 2,723	\$ 272,276							
Retailer device or additional application license**	\$	40	\$3,856	\$ 154,256	200	\$ 3,548	\$ 709,576							
Total Costs				\$41,166,691			\$73,308,527							

Please contact the undersigned at dennis.dewan@cubic.com for any questions or comments.

Sincerely yours,

Dennis Dewan

Dennis Dewan
Contracts Manager
Cubic Transportation Systems, Inc.