

# Napa Valley Transportation Authority

625 Burnell Street  
Napa, CA 94559



## Agenda - Final

Wednesday, March 15, 2017  
10:00 AM

**\*\*\*\*\*SPECIAL BOARD RETREAT MEETING\*\*\*\*\***

**Christian Brothers Retreat & Conference Center**

**4401 Redwood Road, Napa CA 94558**

### **NVTA Board of Directors**

All materials relating to an agenda item for an open session of a regular meeting of the NVTA Board of Directors are posted on our website at <https://nctpa.legistar.com/Calendar.aspx> at least 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NVTA Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for NVTA holidays. Materials distributed to the present members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the NVTA Board or staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Members of the public may speak to the Board on any item at the time the Board is considering the item. Please complete a Speaker's Slip, which is located on the table near the entryway, and then present the slip to the Board Secretary. Also, members of the public are invited to address the Board on any issue not on today's agenda under Public Comment. Speakers are limited to three minutes.

This Agenda shall be made available upon request in alternate formats to persons with a disability. Persons requesting a disability-related modification or accommodation should contact Karrie Sanderlin, NVTA Board Secretary, at (707) 259-8631 during regular business hours, at least 48 hours prior to the time of the meeting.

This Agenda may also be viewed online by visiting the NVTA website at <https://nctpa.legistar.com/Calendar.aspx>

Note: Where times are indicated for agenda items they are approximate and intended as estimates only, and may be shorter or longer, as needed.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adoption of the Agenda
5. Public Comment
6. Chairperson's, Board Members' and Metropolitan Transportation Commissioner's Update
7. Director's Update
8. Caltrans' Update

Note: Where times are indicated for the agenda item, they are approximate and intended as estimates only and may be shorter or longer as needed.

#### **9. CONSENT AGENDA ITEMS (9.1 - 9.4)**

- 9.1                      Approval of Meeting Minutes of February 15, 2017 (Karrie Sanderlin) (Pages 8-13)**

**Recommendation:** Board action will approve the meeting minutes of February 15, 2017.

**Estimated Time:** 10:10 a.m.

**Attachments:**        [Draft Minutes](#)

**9.2                      Rescind Resolution No. 16-24 Adopting the Final Mitigated Negative Declaration for the Vine Transit Maintenance Bus Facility and Approve Amendment No. 3 to Project Work Order No. 01 Agreement 15-27 with Rincon Consultants Commissioning an Environmental Impact Report (EIR) for the Vine Transit Bus Maintenance Facility Project (Antonio Onorato) (Pages 14-28)**

**Recommendation:** Board action will (1) rescind Resolution No. 16-24 approving the Initial Study/Mitigated Negative Declaration (IS/MND) for the Vine Transit Bus Maintenance Facility project pursuant to the California Environment Quality Act (CEQA); and (2) Authorize Amendment No. 3 of NVTA Agreement No. 15-27 Project Work Order No. 01 with Rincon Consultants to commission an Environmental Impact Report for \$47,972 plus 10% contingency to allow for minor variations within the project scope.

**Estimated Time:**     10:10 a.m.

**Attachments:**        [Staff Report](#)

**9.3                      Citizen Advisory Committee (CAC) Member Appointment (Danielle Schmitz) (Pages 29-35)**

**Recommendation:** Board action will approve the appointment of members to the CAC.

**Estimated Time:**     10:10 a.m.

**Attachments:**        [Staff Report](#)

**9.4                      Americans with Disabilities Act (ADA) Administration Contract Award (Matthew Wilcox) (Pages 36-170)**

**Recommendation:** Board action will authorize the award of the ADA Administration contract to C.A.R.E Evaluators Inc. in an amount not to exceed \$279,633.

**Estimated Time:**     10:10 a.m.

**Attachments:**        [Staff Report](#)

**10. REGULAR AGENDA ITEMS**

**10.1 Federal and State Legislative Updates and State Bill Matrix  
(Kate Miller) (Pages 171-184)**

**Recommendation:** The Board will receive the monthly Federal and State Legislative updates, and take action on proposed legislation included on the State Bill Matrix.

**Estimated Time:** 10:10 a.m.

**Attachments:** [Staff Report](#)

**11. RETREAT AGENDA ITEMS - WEARING YOUR NVTA HAT**

**11.1a Transit as a Viable Means for Reducing Congestion (Kate Miller)**

**Recommendation:** Information and Discussion

**Estimated Time:** 10:30 - 11:15 a.m.

**11.1b State Route 29 - What Project Best Serves the Entire Community (Kate Miller)**

**Recommendation:** Information and Discussion

**Estimated Time:** 11:15 a.m. - 12:00 p.m.

**LUNCH BREAK 12:00 - 1:00 PM**

**11. RETREAT AGENDA ITEMS (CONT)**

**11.1c Regional Measure 3 (RM 3) Program (Kate Miller) (Pages 185-189)**

**Recommendation:** Board action will approve the proposed RM 3 Program.

**Estimated Time:** 1:00 - 2:00 p.m.

**Attachments:** [Staff Report](#)



**12. ADJOURNMENT****12.1                      Approval of Next Regular Meeting Date of April 19, 2017 at  
1:30 p.m. and Adjournment**

**Estimated Time:**    2:00 p.m.

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA offices, 625 Burnell Street, Napa CA and at the Christian Brothers Retreat & Conference Center, 4401 Redwood Road, Napa CA by 5:00 p.m. Friday, March 10, 2017.

**Karalyn E. Sanderlin (e-sign) March 7, 2017**

Karalyn E. Sanderlin, NVTA Board Secretary

## Glossary of Acronyms

|                 |   |                  |  |
|-----------------|---|------------------|--|
| <b>AB 32</b>    | Global Warming Solutions Act                              | <b>HOT</b>       | High Occupancy Toll  |
| <b>ABAG</b>     | Association of Bay Area Governments                       | <b>HOV</b>       | High Occupancy Vehicle   |
| <b>ADA</b>      | American with Disabilities Act                            | <b>HR3</b>       | High Risk Rural Roads  |
| <b>ATAC</b>     | Active Transportation Advisory Committee                  | <b>HSIP</b>      | Highway Safety Improvement Program   |
| <b>ATP</b>      | Active Transportation Program                             | <b>HTF</b>       | Highway Trust Fund   |
| <b>BAAQMD</b>   | Bay Area Air Quality Management District                  | <b>IFB</b>       | Invitation for Bid   |
| <b>BART</b>     | Bay Area Rapid Transit District                           | <b>ITIP</b>      | State Interregional Transportation Improvement Program   |
| <b>BATA</b>     | Bay Area Toll Authority                                   | <b>IS/MND</b>    | Initial Study/Mitigated Negative Declaration   |
| <b>BRT</b>      | Bus Rapid Transit   | <b>JARC</b>      | Job Access and Reverse Commute   |
| <b>CAC</b>      | Citizen Advisory Committee                                | <b>LIFT</b>      | Low-Income Flexible Transportation   |
| <b>CAP</b>      | Climate Action Plan                                       | <b>LOS</b>       | Level of Service   |
| <b>Caltrans</b> | California Department of Transportation                   | <b>MAP 21</b>    | Moving Ahead for Progress in the 21 <sup>st</sup> Century Act  |
| <b>CEQA</b>     | California Environmental Quality Act                      | <b>MPO</b>       | Metropolitan Planning Organization   |
| <b>CIP</b>      | Capital Investment Program                                | <b>MTC</b>       | Metropolitan Transportation Commission   |
| <b>CMA</b>      | Congestion Management Agency                              | <b>MTS</b>       | Metropolitan Transportation System   |
| <b>CMAQ</b>     | Congestion Mitigation and Air Quality Improvement Program | <b>ND</b>        | Negative Declaration   |
| <b>CMP</b>      | Congestion Management Program                             | <b>NEPA</b>      | National Environmental Policy Act  |
| <b>CTP</b>      | Countywide Transportation Plan                            | <b>NOAH</b>      | Natural Occurring Affordable Housing   |
| <b>COC</b>      | Communities of Concern                                    | <b>NOC</b>       | Notice of Completion   |
| <b>CTC</b>      | California Transportation Commission                      | <b>NOD</b>       | Notice of Determination  |
| <b>DAA</b>      | Design Alternative Analyst                                | <b>NOP</b>       | Notice of Preparation  |
| <b>DBB</b>      | Design-Bid-Build  | <b>NVTA</b>      | Napa Valley Transportation Authority   |
| <b>DBF</b>      | Design-Build-Finance                                      | <b>NVTA-TA</b>   | Napa Valley Transportation Authority-Tax Agency  |
| <b>DBFOM</b>    | Design-Build-Finance-Operate-Maintain                     | <b>OBAG</b>      | One Bay Area Grant   |
| <b>DED</b>      | Draft Environmental Document                              | <b>PA&amp;ED</b> | Project Approval Environmental Document  |
| <b>EIR</b>      | Environmental Impact Report                               | <b>P3 or PPP</b> | Public-Private Partnership   |
| <b>EJ</b>       | Environmental Justice                                     | <b>PCC</b>       | Paratransit Coordination Council   |
| <b>FAS</b>      | Federal Aid Secondary                                     | <b>PCI</b>       | Pavement Condition Index   |
| <b>FAST</b>     | Fixing America's Surface Transportation Act               | <b>PCA</b>       | Priority Conservation Area   |
| <b>FHWA</b>     | Federal Highway Administration                            | <b>PDA</b>       | Priority Development Areas   |
| <b>FTA</b>      | Federal Transit Administration                            | <b>PID</b>       | Project Initiation Document  |
| <b>FY</b>       | Fiscal Year   | <b>PMS</b>       | Pavement Management System   |
| <b>GHG</b>      | Greenhouse Gas  | <b>Prop. 42</b>  | Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes |
| <b>HBP</b>      | Highway Bridge Program                                    | <b>PSE</b>       | Plans, Specifications and Estimates  |
| <b>HBRR</b>     | Highway Bridge Replacement and Rehabilitation Program     |                  |  |
| <b>HIP</b>      | Housing Incentive Program                                 |                  |  |

## Glossary of Acronyms

|                   |   |              |   |
|-------------------|---|--------------|---|
| <b>PSR</b>        | Project Study Report  | <b>TIGER</b> | Transportation Investments Generation Economic Recovery |
| <b>PTA</b>        | Public Transportation Account   | <b>TIP</b>   | Transportation Improvement Program                      |
| <b>RACC</b>       | Regional Agency Coordinating Committee  | <b>TLC</b>   | Transportation for Livable Communities                  |
| <b>RFP</b>        | Request for Proposal  | <b>TLU</b>   | Transportation and Land Use                             |
| <b>RFQ</b>        | Request for Qualifications  | <b>TMP</b>   | Traffic Management Plan                                 |
| <b>RHNA</b>       | Regional Housing Needs Allocation   | <b>TMS</b>   | Transportation Management System                        |
| <b>RM2</b>        | Regional Measure 2 (Bridge Toll)  | <b>TOAH</b>  | Transit Oriented Affordable Housing                     |
| <b>ROW</b>        | Right of Way  | <b>TOD</b>   | Transit-Oriented Development                            |
| <b>RTEP</b>       | Regional Transit Expansion Program  | <b>TOS</b>   | Transportation Operations Systems                       |
| <b>RTIP</b>       | Regional Transportation Improvement Program   | <b>TPA</b>   | Transit Priority Area                                   |
| <b>RTP</b>        | Regional Transportation Plan  | <b>TPP</b>   | Transit Priority Project Areas                          |
| <b>SAFE</b>       | Service Authority for Freeways and Expressways  | <b>VHD</b>   | Vehicle Hours of Delay                                  |
| <b>SAFETEA-LU</b> | Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users | <b>VMT</b>   | Vehicle Miles Traveled                                  |
| <b>SB 375</b>     | Sustainable Communities and Climate Protection Act 2008                                 |              |   |
| <b>SCS</b>        | Sustainable Community Strategy  |              |   |
| <b>SHOPP</b>      | State Highway Operation and Protection Program  |              |   |
| <b>SNCI</b>       | Solano Napa Commuter Information  |              |   |
| <b>SNTDM</b>      | Solano Napa Travel Demand Model   |              |   |
| <b>SR</b>         | State Route   |              |   |
| <b>SRTS</b>       | Safe Routes to School   |              |   |
| <b>SOV</b>        | Single-Occupant Vehicle   |              |   |
| <b>STA</b>        | State Transit Assistance  |              |   |
| <b>STIC</b>       | Small Transit Intensive Cities  |              |   |
| <b>STIP</b>       | State Transportation Improvement Program  |              |   |
| <b>STP</b>        | Surface Transportation Program  |              |   |
| <b>TAC</b>        | Technical Advisory Committee  |              |   |
| <b>TCM</b>        | Transportation Control measure  |              |   |
| <b>TCRP</b>       | Traffic Congestion Relief Program   |              |   |
| <b>TDA</b>        | Transportation Development Act  |              |   |
| <b>TDM</b>        | Transportation Demand Management<br>Transportation Demand Model                         |              |   |
| <b>TE</b>         | Transportation Enhancement  |              |   |
| <b>TEA</b>        | Transportation Enhancement Activities   |              |   |
| <b>TEA 21</b>     | Transportation Equity Act for the 21 <sup>st</sup> Century                              |              |   |
| <b>TFCA</b>       | Transportation Fund for Clean Air   |              |   |

**Napa Valley Transportation  
Authority  
Meeting Minutes - Draft  
NVTA Board of Directors**

March 15, 2017  
NVTA Agenda Item 9.1  
Continued From: New  
**Action Requested: APPROVE**

625 Burnell Street  
Napa, CA 94559

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Wednesday, February 15, 2017

1:30 PM

NVTA Conference Room

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**1. Call to Order**

Chair White called the meeting to order at 1:33 p.m.

**2. Pledge of Allegiance**

Chair White led the Pledge of Allegiance.

**3. Roll Call**

Leon Garcia  
Alan Galbraith  
James Barnes  
Chris Canning  
Jill Techel  
Alfredo Pedroza  
Mark Joseph  
John F. Dunbar  
Peter White  
Doris Gentry  
Kerri Dorman  
Belia Ramos

**4. Adoption of the Agenda**

Motion MOVED by GALBRAITH, SECONDED by GARCIA to APPROVE adoption of the agenda.  
Motion carried by the following vote:

**5. Public Comment**

None

**6. Chairperson's, Board Members' and Metropolitan Transportation  
Commissioner's Update**

**Board Member Updates:**

Board members Mark Joseph, Belia Ramos, and Leon Garcia reported on issues, events, and activities to date from their respective jurisdictions.

**Metropolitan Transportation Commissioner's (MTC) Update:**

Board member Alfredo Pedroza reported on MTC activities to date.

## 7. Director's Update

Kate Miller, Executive Director

- Reported on the status of State Route 37 which was closed due to storm damage. Caltrans awarded an \$8 million contract to Ghilotti Construction to make necessary repairs.
- Reported that out of the 7 small urbanized areas in the Bay Area only three properties received Small Transit Intensive Cities funding, with the largest amount awarded to the Vine which is estimated to bring in an additional \$573,000 for the 2017 Federal Fiscal Year.
- Announced that the March Board retreat will be held on March 15th at Christian Brothers Retreat Center from 10:00 a.m to 2:00 p.m. A bus will leave the Soscol Gateway Transit Center at 9:15. All members of the public are welcome.

## 8. Caltrans' Update

## 9. QUARTERLY PROJECT UPDATE

### 9.1 Napa Valley Vine Trail Update (Herb Fredricksen)

Staff provided an update on the project activities to date.

### 9.2 Board Room Modifications Update (Karrie Sanderlin)

Staff provided an update on the upgrades and improvements planned for the Soscol Gateway Transit Center (SGTC) Board room.

## 10. PUBLIC HEARING (TIME CERTAIN 1:30 P.M.)

### 10.1 Public Hearing and Resolution No. 17-01 Approving the Federal Transit Administration (FTA) Section 5310 Grant Application (Antonio Onorato) (Pages 10-15)

Attachments: [Staff Report](#)

Chair White opened the Public Hearing at 2:23 p.m.

Staff reviewed the FTA 5310 grant application process, criteria and fund use. NVTA will use the grant funding to purchase four (4) Vine Go paratransit replacement vehicles.

Being no public comment, Chair White closed the Public Hearing at 2:34 p.m.

Motion MOVED by PEDROZA, SECONDED by JOSEPH to APPROVE (1) Resolution No. 17-01 finding that no non-profit agency or organization present or in writing, expressed an interest in providing transportation services as indicated in NVTA's FTA Section 5310 grant application for transportation of elderly and disabled services in Napa County, and (2) Authorizing the Executive Director to submit a FTA Section 5310 grant application to Caltrans seeking grant funding for these services. Motion carried by the following vote:

**Aye:** 24 - Garcia, Galbraith, Barnes, Canning, Techel, Pedroza, Joseph, Dunbar, White, Gentry, Dorman, and Ramos

**11. CONSENT AGENDA ITEMS (11.1 - 11.7)**

Consent Items 11.1-11.2 were pulled to approve separately.

**Motion MOVED by GARCIA, SECONDED by TECHEL to APPROVE Consent Items 11.3-11.7.**

**Motion carried by the following vote:**

**Aye:** 24 - Garcia, Galbraith, Barnes, Canning, Techel, Pedroza, Joseph, Dunbar, White, Gentry, Dorman, and Ramos

**11.1 Approval of Meeting Minutes of January 18, 2017 (Karrie Sanderlin) (Pages 16-19)**

**Attachments:** [Draft Minutes](#)

**Motion MOVED by GARCIA, SECONDED by TECHEL to APPROVE, with DORMAN, DUNBAR, and RAMOS ABSTAINING the meeting minutes of January 18, 2017. Motion carried by the following vote:**

**Aye:** 20 - Garcia, Galbraith, Barnes, Canning, Techel, Pedroza, White, Gentry, and Ramos

**Abstain:** 4 - Joseph, Dunbar, and Dorman

**11.2 Approval of Meeting Minutes of January 18, 2017 Special Meeting (Karrie Sanderlin) (Pages 20-21)**

**Attachments:** [Draft Minutes](#)

**Motion MOVED by GARCIA, SECONDED by TECHEL to APPROVE, with DORMAN, DUNBAR, and JOSEPH ABSTAINING the meeting minutes of the January 18, 2017 Special Meeting. Motion carried by the following vote:**

**Aye:** 20 - Garcia, Galbraith, Barnes, Canning, Techel, Pedroza, White, Gentry, and Ramos

**Abstain:** 4 - Joseph, Dunbar, and Dorman

**11.3 Resolution No. 17-02 Adopting the Transportation Fund for Clean Air (TFCA) Program Manager Expenditure Plan for Fiscal Year End (FYE) 2018 and Authorizing Issuance of a Call for Projects (Diana Meehan) (Pages 22-41)**

**Attachments:** [Staff Report](#)

**Board action approved Resolution No. 17-02 adopting the FYE 2018 TFCA Program Manager Expenditure Plan and adopting the selection criteria for issuing a call for projects consistent with the Bay Area Air Quality Management District (BAAQMD) TFCA County Program Manager Fund Policies for FYE 2018.**

**11.4 Transportation Development Act Article 3 (TDA-3) Call for Projects (Diana Meehan) (Pages 42-59)**

**Attachments:** [Staff Report](#)

**Board action approved the release of the TDA-3 Call for Projects**

- 11.5** Approve Contract with Sign A Rama-Napa for New Bus Graphics and Installation (Antonio Onorato) (Pages 60-66)

Attachments: [Staff Report](#)

Board action authorized the Executive Director to execute a purchase agreement with Sign A Rama-Napa for full color printed bus wraps and installation for thirty-two (32) Vine Transit vehicles for a total project cost of \$95,607.

- 11.6** Resolution No. 17-03 Authorizing the Filing for, Acceptance of, and Execution of all Documents and Instruments Related to Proposition 1B, and Other State Law Administered by the California Office of Emergency Services (Cal-OES) (Antonio Onorato) (Pages 67-70)

Attachments: [Staff Report](#)

Board action approved Resolution No. 17-03 authorizing the submittal of the Fiscal Year (FY) 2016-17 California Office of Emergency Service (Cal OES) Investment Justification grant application in the amount of \$7,843 for the purchase of security cameras of Vine vehicles.

- 11.7** Resolution No. 17-04 Authorizing the Filing of Applications for Federal Funds for Fiscal Year 2016-17, 2017-18, 2018-19, and 2019-20 to the Metropolitan Transportation Commission (MTC) (Antonio Onorato) (Pages 71-77)

Attachments: [Staff Report](#)

Board action approved Resolution No. 17-04 authorizing the filing of an application to the Metropolitan Transportation Commission (MTC) for Federal Transit Administration (FTA) Formula Program and Federal Highway Administration (FHWA) Surface Transportation Program funds by the NVTA for capital and operating funds for FYs 2016-17, 2017-18, 2018-19, and 2019-20, and committing the necessary local match for the project(s), and stating the assurance of NVTA to complete the project(s).

## **12. REGULAR AGENDA ITEMS**

- 12.1** Election of Vice Chair for Fiscal Year (FY) 2016-17 (Karrie Sanderlin) (Pages 78-79)

Attachments: [Staff Report](#)

The nominating committee, comprised of members Peter White, Leon Garcia, and John Dunbar, recommended member Chris Canning be elected as Vice Chair to serve the remainder of the FY 2016-17 term.

Motion MOVED by WHITE, SECONDED by PEDROZA to elect Chris Canning as Vice Chair to serve for the remainder of the FY 2016-17 term. Motion carried by the following vote:

**Aye:** 24 - Garcia, Galbraith, Barnes, Canning, Techel, Pedroza, Joseph, Dunbar, White, Gentry, Dorman, and Ramos

- 12.2** Napa Valley Transportation Authority (NVTA) Second Quarter (Q2) Fiscal Year (FY) 2016-17 Financial Statements, Budget Adjustments and 5-Year Forecast (Justin Paniagua) (Pages 80-86)

Attachments: [Staff Report](#)

Information Only / No Action Taken

The Board received a review of the NVTA financial performance against budget for the second quarter (October-December) FY 2016-17 period and 5-year forecast model.

- 12.3** Napa Vine Express Bus Study Update (Alberto Esqueda) (Pages 87-89)

Attachments: [Staff Report](#)

Information Only / No Action Taken

The Board received an update on the Express Bus Study.

- 12.4** Federal and State Legislative Updates and State Bill Matrix (Kate Miller) (Pages 90-101)

Attachments: [Staff Report](#)

Information Only / No Action Taken

The Board received the monthly Federal and State Legislative updates, and State Bill Matrix.

### **13. FUTURE AGENDA ITEMS**

None

### **14. CLOSED SESSION**

Jennifer Gore, NVTA Legal Counsel, announced that the Board would be adjourning to Closed Session for the items noted on the agenda and that no reportable action is expected.

Adjourned to Closed Session at 3:15 p.m.

- 14.1** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9 (1 case).

This Closed Session was no reportable action.

- 14.2** CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)

Agency Designated Representative: Peter White, Chairman

Employee: Executive Director

Re-Convened to Open Session at 3:40 p.m.

Chair White reported that there were no reportable actions associated with the closed session items.



**15. ADJOURNMENT****15.1 Approval of Next Regular Meeting Date of March 15, 2017 at 1:30 p.m. and Adjournment**

**Board action cancelled the regular meeting of March 15, 2017 and approved a special Board retreat meeting on March 15, 2017 at 10:00 a.m. at the Christian Brothers Retreat and Conference Center, Redwood Road Napa CA.**

**The meeting was adjourned by Chair White at 3:40 p.m.**

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Karalyn E. Sanderlin, NVTA Board Secretary



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Program Manager- Finance  
(707) 259-8779 / Email: [anonorato@nvta.ca.gov](mailto:anonorato@nvta.ca.gov)  
**SUBJECT:** Rescind Resolution No. 16-24 Adopting the Final Mitigated Negative Declaration and Approve Amendment No. 3 to Project Work Order No. 01 Agreement 15-27 with Rincon Consultants Commissioning an Environmental Impact Report (EIR) for the Vine Transit Bus Maintenance Facility Project

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTa) Board:

1. Rescind Resolution No. 16-24 (Attachment 1) approving the Initial Study/Mitigated Negative Declaration (IS/MND) for the Vine Transit Bus Maintenance Facility project ("the Project") pursuant to the California Environment Quality Act (CEQA); and
2. Authorize Amendment #3 of NVTa Agreement No. 15-27 Project Work Order No. 01 with Rincon Consultants to commission an Environmental Impact Report for \$47,972 (Attachment 2) plus 10% contingency to allow for minor variations within the project scope.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

Resolution 16-24 adopted the Vine Transit Bus Maintenance Facility project ("the Project") Initial Study/Mitigated Negative Declaration (IS/MND) Report on December 21, 2016. NVTa and its consultants, Rincon Consultants Inc. completed the IS/MND which analyzed potential environmental impacts of the Project located 8.08 acres at the west and south terminus of Sheehy Ct. in unincorporated Napa County. Nearby businesses

and property owners have raised some issues and concerns which warrant further environmental analysis. In response to those concerns, staff is recommending commissioning an EIR to fully evaluate the potential impacts associated with the transit maintenance facility project.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

### **FISCAL IMPACT**

Is there a Fiscal Impact? Yes. The cost of an EIR will be \$47,972 plus a 10% contingency of \$4,792 to allow for minor variation in the work authorization for a total project cost of \$52,764.

Is it currently budgeted? No. However, the Congestion Management Agency can absorb the cost without an additional appropriation since some projects with a current year budget are not expected to begin until the next fiscal year.

Where is it budgeted? Not applicable

Future fiscal impact: None

Consequences if not approved: The proposed Project is subject to review under the California Environmental Quality Act (CEQA, Public Resources Code section 21000 et seq.), which requires permitting agencies to identify potential impacts to the environment that would occur as a result of implementation of a proposed project.

### **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 AND DISCUSSION**

The California Environmental Quality Act (CEQA) is the primary state law that requires public agencies and their decision-makers to understand and evaluate the environmental consequences of their discretionary decisions before making them. Moreover, CEQA requires that public agencies not only consider, but take action to mitigate or avoid significant adverse environmental impacts where feasible. The lead agency may commission a negative declaration (ND), mitigated negative declaration (MND), or environmental impact report (EIR).

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A (mitigated) negative declaration is a document that states upon completion of an initial study, that there is no substantial evidence that the project may have a significant effect on the environment.

An EIR is an informational document which informs the public agency decision-makers and the public generally of:

- the significant environmental effects of a project
- possible ways to minimize significant effects
- reasonable alternatives to the project

An (M)ND for a project is favored when the IS has identified potentially significant effects on the environment, but (1) revisions in the project plans or proposals made by, or agreed to by the applicant before the proposed environmental determination and IS are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and (2) there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment. A full EIR may be recommended especially when litigation is likely. CEQA regulations favor EIRs and the law effectively protects lead agencies who prepare them by applying the “substantial evidence” standard of judicial review to EIR challenges.

Therefore, staff recommends commissioning an EIR to further study the environmental impacts of the Vine Transit Bus Maintenance Facility project and mollify any concerns from nearby property owners.

### **SUPPORTING DOCUMENTS**

Attachments: (1) Resolution No. 16-24  
(2) Amendment #3 to Project Work Order No. 01 Agreement No. 15-27



**RESOLUTION No. 16-24**

**RESOLUTION OF THE  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)  
APPROVE AND CERTIFY THE MITIGATED NEGATIVE DECLARATION  
FOR THE VINE TRANSIT MAINTENANCE BUS FACILITY**

**WHEREAS**, the Napa Valley Transportation Authority (NVTA) is designated the countywide transportation planning agency responsible for highway, street and road, transit, bicycle, and pedestrian planning and programming within Napa County; and

**WHEREAS**, this resolution of the NVTA adopting the Initial Study and Mitigated Negative Declaration ("IS/MND") State Clearinghouse #2016102012 for the Vine Transit Bus Maintenance Facility Project ("Project") as being in compliance with the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines; and

**WHEREAS**, the IS/MND contained mitigation measures designed to reduce environmental impacts to a less than significant level; and

**WHEREAS**, a Notice of Intent to adopt a mitigated negative declaration was posted at the Napa County Clerk's office on October 6<sup>th</sup>, 2016; and

**WHEREAS**, on October 6<sup>th</sup>, 2016, under CEQA Guideline Section 15073, the Notice of Intent to Adopt a Mitigated Negative Declaration was sent for posting for the IS/MND to the Napa Valley Register, the State Clearinghouse, relevant State Agencies, local agencies, and the adjacent property owners/occupiers within a ½ mile radius of the parcels, and within a ½ mile radius from the intersection of Soscol Ferry Road and Devlin Road, for public review, with a review period commencing on October 7<sup>th</sup>, 2016 and closed on November 6<sup>th</sup>, 2016; and

**WHEREAS**, NVTA independently reviewed the mitigated negative declaration and considered written and public comments on the proposed Project received through November 9<sup>th</sup>; and

**WHEREAS**, the Initial Study/Final Mitigated Negative Declaration for the Project, together with public comments and the response to comments were read and considered by the NVTA Board, and are, by this reference, incorporated into this Resolution and adopted by this Board as Exhibits A as if fully set forth herein; and

**WHEREAS**, the NVTA held a duly noticed public hearing on the Initial Study/Final Mitigated Negative Declaration on December 21<sup>st</sup>, 2016, heard public testimony and closed the public hearing, and prepared a resolution based on the Board's tentative decision to adopt the Initial Study and Final Mitigated Negative Declaration; and

**WHEREAS**, after receiving public comments, some insubstantial revisions were made to the Mitigated Negative Declaration which do not require recirculation pursuant to CEQA Guidelines 15073.5(c)4:

**NOW, THEREFORE, BE IT RESOLVED** that in accordance with the provisions of the California Environmental Quality Act, the Board of the Napa Valley Transportation Authority makes the following findings and takes the following actions:


1. The foregoing recitals are true and correct.
2. The Final Initial Study/Mitigated Negative Declaration (Final IS/MND) for the Plan, attached as Exhibit "A," has been completed in accordance with the requirements of the California Environmental Quality Act, Public Resources Code sections 21000 *et seq.* ("CEQA") and California Code of Regulations, Title 14, sections 15000 *et seq.* ("CEQA Guidelines").
3. The Final IS/MND was prepared, published, circulated, and reviewed in accordance with the requirements of CEQA and the CEQA Guidelines, that the Final IS/MND is adequate, accurate, objective, and complete; and has been independently analyzed by NVTa, and the final report together with the comments and the response to comments reflects NVTa's independent judgment (Pub. Res. Code 21082.1).
4. The Board hereby finds that if the mitigation measures set forth in the Final MND are carried out:
  - a. The Plan does not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of major periods of California history or prehistory;
  - b. The Plan does not have the potential to achieve short-term environmental goals to the disadvantage of long-term goals;
  - c. The Plan does not have environmental effects which are individually limited but are cumulatively considerable;
  - d. The Plan will not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly;
5. Pursuant to CEQA Guidelines sections 15074, and consistent with and based on the findings set forth above and in the Final IS/MND, in support of its approval of the Plan, the Board finds that on the basis of the whole record before it, that there is no substantial evidence in the record that the Plan will have a significant effect on the environment; and find that the mitigation

measures described in the Final IS/MND will reduce all environmental impacts of the Plan to less than significant levels.

6. On behalf of NVTa, the Board hereby adopts the Mitigation Monitoring and Reporting Program, as set forth in Appendix B of Exhibit "A" of this Resolution, pursuant to CEQA section 21081.6 and CEQA Guideline section 15074, in support of approval of the Plan, in order to ensure implementation of all reasonably feasible mitigation and other measures identified in the MND. The NVTa Board find that these mitigation measures are fully enforceable conditions of the Plan and shall be binding on NVTa and all other affected parties.
7. The Board directs that, pursuant to CEQA Guideline section 15075, staff immediately file a Notice of Determination with the County Clerk of Napa County and with the State Office of Planning and Research.
8. Pursuant to CEQA Guidelines section 15074(c), the custodian of the documents and other materials that constitute the record of proceedings upon which the Napa Valley Transportation Authority has based its decision is the NVTa Executive Director; and the documents and materials are located in and may be obtained from offices of the Napa Valley Transportation Authority, 625 Burnell Street, Napa CA 94559 or accessible online at [www.nvta.ca.gov](http://www.nvta.ca.gov).

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**

by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on December 21<sup>st</sup>, 2016, by the following vote:

  
~~Peter White, NVTa Chair~~  
 John Dunbar, Acting  
 NVTa Chair

Ayes: Garcia(2), Ramos(2),  
 Barnes(1), Canning(1),  
 Techel(5), Gentry(5),  
 Caldwell(2), Pedroza(2),  
 Galbraith(1), Dunbar(1)

Nays: None

Absent: White(1), Dorman(1)

ATTEST:

  
 Karalyn E. Sanderlin, NVTa Board Secretary

APPROVED:

  
 Jennifer Gore, NVTa Legal Counsel

**CERTIFICATIONS**

I hereby certify that I am the Secretary of the Napa Valley Transportation Authority and custodian of the records for that Authority and that this Resolution is a true and correct copy of the original on file in the Authority office.

  
\_\_\_\_\_  
Karalyn E. Sanderlin, NVT Authority Secretary



## EXHIBIT “A”

Due to file size constraints the Final Initial Study/Mitigated Negative Declaration (IS/MND) for the Vine Transit Bus Maintenance Facility is available for review at the NVTA Offices, 625 Burnell Street, Napa CA or by clicking on the following links:

*Access the reports via [www.nvta.ca.gov](http://www.nvta.ca.gov) :*

Initial Study/ Mitigated Negative Declaration

<http://www.nvta.ca.gov/sites/default/files/Vine%20Facility%20Final%20Draft%20IS-MND.pdf>

Appendices

<http://www.nvta.ca.gov/sites/default/files/Vine%20Facility%20IS-MND%20Public%20Draft%20-%20Appendices.pdf>

Comments and Responses/Revisions to the Draft Initial Study-Mitigated Negative Declaration

[http://www.nvta.ca.gov/sites/default/files/Vine%20Facility%20Draft%20Responses-Comments\\_0.pdf](http://www.nvta.ca.gov/sites/default/files/Vine%20Facility%20Draft%20Responses-Comments_0.pdf)

Mitigation Monitoring and Reporting Program

<http://www.nvta.ca.gov/sites/default/files/Vine%20Transit%20Project%20Draft%20MMRP.pdf>

**PROJECT WORK ORDER NO. 01**

**AMENDMENT #3**

**PROJECT NAME:** Environmental Study Sheehy Court - Napa

**NVTA PROJECT MANAGER:** Antonio Onorato, Manager of Finance

**CONSULTANT DESIGNATED TEAM MEMBERS:**

- RINCON Staff – See Exhibit A, Attachment D – Personnel Assignments
- Subconsultants – PGA Design, see EXHIBIT A, Attachment E.1  
DKS, see EXHIBIT A, Attachment E.2

**SCOPE OF SERVICE:** See Scope of Services/Proposal for Services dated *MARCH 18, 2016*, EXHIBIT A, and Fee Schedule attached as EXHIBIT B.

**IN ORDER FOR THE CONTRACTOR TO COMPLETE THE UNFORESEEN ADDITIONAL REQUIRED ENVIRONMENTAL IMPACT REPORT (EIR) NEEDED FOR THE COMPLETION OF THE PROJECT, BOTH PARTIES AGREE TO:**

- 1. EXTEND THE COMPLETION DATE TO JUNE 30, 2018**
- 2. INCREASE THE PROJECT AMOUNT BY \$47,972**

START DATE: *APRIL 18, 2016*

COMPLETION DATE: *DECEMBER 31, 2017 (A#2)*

**NEW COMPLETION DATE: JUNE 30, 2018**

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$ 159,228

**NEW – NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$207,200**

**CHARGE NUMBER FOR PAYMENT:** TDA8 8301001 52310

CMA\_PLAN\_PRGMS TRANSIT\_YARD

**TERMS AND CONDITIONS:** This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the “Master Agreement with (CONTRACTOR) dated DECEMBER 31, 2016, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By: \_\_\_\_\_  
KATE MILLER, Executive Director

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
Signature (Printed Name and Title of Authorized Person)

Date: \_\_\_\_\_

Tax ID: 77-039-0093



**Rincon Consultants, Inc.**  
449 15th Street, Suite 303  
Oakland, California 94612  
510 834 4455  
FAX 834 4433  
[info@rinconconsultants.com](mailto:info@rinconconsultants.com)  
[www.rinconconsultants.com](http://www.rinconconsultants.com)

February 16, 2017  
Project 16-02601

Antonio Onorato, Manager of Finance, Grants & Administration  
Napa Valley Transportation Authority  
Soscol Gateway Transit Center  
625 Burnell Street  
Napa, California 94559

**Re: Second Proposal to Add Services for the Vine Transit Bus Maintenance Facility  
CEQA and NEPA Documentation Project**

Dear Mr. Onorato:

This letter is Rincon Consultants' second proposal to add services to our existing agreement for the Vine Transit Bus Maintenance Facility CEQA and NEPA documentation. This proposal responds to NVTA's decision to prepare an environmental impact report (EIR) for the proposed Bus Maintenance Facility. Rincon Consultants has prepared hundreds of EIRs for public and private projects throughout California, including projects with multiple resource issues and high levels of public involvement. Our proposed scope of work for an EIR follows.

## **SCOPE OF WORK**

### **Task 1 – Initial Study, Notice of Preparation of an EIR, and Scoping Meeting**

**Subtask 1.1 – Initial Study.** The Initial study will be adapted from the Initial Study-Mitigated Negative Declaration (IS-MND) already prepared for the project, and updated with information that arose during the IS-MND public review process as warranted. The IS-MND will be modified to function as an Initial Study leading to preparation of an EIR, identifying the topics which will need further study in the main body of the EIR. For topics where mitigation is required but further study in an EIR section is not deemed necessary, those mitigation measures will be brought into the EIR's executive summary and, ultimately, the Mitigation Monitoring and Reporting Program.

The Initial Study will become an appendix to the EIR, and may also be attached to the Notice of Preparation if desired by NVTA/schedule permitting.

**Subtask 1.2 – Notice of Preparation.** Rincon will prepare a Notice of Preparation (NOP), consistent with CEQA Guidelines Section 15082. The NOP will include a brief project description, project location, and summary of the probable environmental effects of the



project. Rincon will distribute the NOP to the State Clearinghouse, County Clerk and identified responsible and trustee agencies via certified mail. NVTa may also wish to notify other interested parties of the NOP; Rincon can assist with this additional noticing as needed.

**Subtask 1.3 – Scoping Meeting.** Although not technically required by CEQA, if desired by NVTa Rincon will lead an EIR scoping meeting scheduled by NVTa staff. Rincon would develop a presentation that addresses the CEQA process, the project description and the purpose of the scoping meeting. Rincon will also prepare a summary of comments received at the scoping meeting to ensure that environmental concerns raised are addressed in the EIR as warranted.

## **Task 2 – Administrative Draft EIR**

This task includes all components necessary to complete the environmental impact analysis. Based on the analysis in the IS-MND and public comments received, it is anticipated that the EIR will focus on the issue areas of Biological Resources and Hydrology/Water Quality. For these EIR sections, Rincon will incorporate information from the IS-MND, augmented with additional information, discussion and analysis as warranted. Sources may include the Napa Valley Business Park Specific Plan EIR and comments received from the public on the Draft IS-MND. We anticipate that the existing environmental analysis performed for the IS-MND will account for the majority of the EIR analyses, allowing a streamlined and efficient process; these savings are reflected in our proposed budget for these additional services.

**Subtask 2.1 – Executive Summary.** This section will summarize the proposed project and associated environmental consequences. Impacts will be presented in tabular format to simplify review by decision-makers and the general public.

**Subtask 2.2 – Introduction, Project Description, and Environmental Setting.** These required introductory sections will lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the study, and provide a discussion of lead, responsible and trustee agencies. The environmental setting will provide a general description of the existing geographic character of the site and vicinity.

The Environmental Setting section will provide a description of the existing environmental conditions in the project region and in the project area, as well as a cumulative projects scenario.

**Subtask 2.3 – Environmental Impacts and Mitigation Measures.** The main body of the EIR will consist of the assessment of potential environmental impact analysis of the proposed project. Each environmental issue addressed in the EIR will have five main subsections:

- *Setting*
- *Methodology and Significance Thresholds*



- *Impact analysis including both project-specific and cumulative impacts*
- *Mitigation measures*
- *Residual Impacts*

The setting section will describe the applicable environmental conditions of the project area. The setting will be based on existing data sources, including technical studies, adopted General and Specific Plans, etc. supplemented with additional research as needed.

For each environmental issue analysis section, the Impacts subsection will begin with a discussion of the thresholds for significance to be used and a brief discussion for all environmental issues determined to be No Impact or Less Than Significant Impact in the Initial Study, explaining why these determinations were made and that no further analysis in the EIR is warranted. The analysis will then proceed with the detailed analysis of each issue determined to be “Less Than Significant with Mitigation Incorporation” or “Potentially Significant Impact” in the same order as these issues are provided in the Initial Study. For each environmental issue requiring EIR analysis, the EIR will state the level of significance as determined in the IS, followed by an analysis discussion, mitigation measures specific to the environmental issue, and discussion of the level of significance after mitigation.

**Subtask 2.4 - Other CEQA-Required Sections.** Also included in the EIR will be other sections required by CEQA, such as table of contents, references, persons contacted, list of preparers, and summary of potential growth inducing and significant irreversible effects.

**Subtask 2.5 - Alternatives.** This section will include the analysis of up to three alternatives intended to represent a “reasonable range” of alternatives required under CEQA, including the required No project alternative. Alternatives could include modified development programs, hours or equipment, among other options. The evaluation will be in less detail than for the proposed project, but will provide decision-makers and the public adequate information to compare the potential impacts of the respective alternatives.

**Subtask 2.6 – References and List of Preparers.** This section will provide a list of references for citations found in the body of the EIR. In addition, this section will also identify all federal, state, or local agencies, other organizations, and private individuals consulted in preparing the EIR, and the persons, firm, or agency preparing the EIR.

### **Task 3 – Screencheck Draft EIR**

Following NVTa review of the Administrative Draft EIR, Rincon will revise the document based on comments received and provide a Screencheck Draft EIR for review. Revisions can be provided in Word documents using “track changes,” or a compiled “clean” PDF may be provided for final review, depending on NVTa’s preference. This task will include responding to NVTa comments on the Administrative Draft EIR requiring a mixture of substantive corrections and minor editing; however, it is assumed that no new technical studies, revisions to the technical appendices, or site-specific data collection will be needed at this stage. The Screencheck Draft EIR will be provided in digital format only.



#### **Task 4 – Public Draft EIR**

This task involves the production, editorial work, and communication processes anticipated to publish the Draft EIR for public review and comment following NVTa review of the Screencheck Draft EIR. At this stage it is anticipated that revisions will be limited to editorial and formatting changes, if any.

Rincon will prepare all required notices for the EIR, including the Notice of Completion and Environmental Transmittal and Notice of Availability. The Draft EIR will be circulated for public comment for a period of 45 days, as required by CEQA. We assume that Rincon will assist with providing the document to the State Clearinghouse, County Clerk and responsible agencies and that NVTa will be responsible for required newspaper and other noticing of the document's availability.

#### **Task 5 – Final EIR**

The Final EIR will incorporate all comment letters received during the public review period, and will include written responses to all comments received on the Draft EIR. If corrections or clarifications are necessary, we will provide these in an addenda/errata editorial format or within a version of the document showing the changes in tracked-editing format. The Final EIR will also include or be accompanied by the required mitigation monitoring and reporting program (MMRP). The MMRP will include a table that lists each mitigation measure, agency or department responsible for each measure, when monitoring must occur, the frequency of monitoring, and criteria to determine compliance with the measures.

#### **Task 6 –Public Hearings and Notice of Determination**

Rincon's Principal in Charge or Project Manager will attend up to two public hearings on the project. If desired, we will make a presentation to the NVTa Board summarizing the environmental review process and EIR conclusions.

If the project is approved, Rincon will advise NVTa in preparing and filing a Notice of Determination within five working days after approval. Filing within five days of the decision will start a 30-day statute of limitations on court challenges to the approval under CEQA. We assume that NVTa will be responsible for all required filing fees including the California Department of Fish & Wildlife CEQA fee.

### **SCHEDULE**

- **Notice of Preparation:** Rincon will prepare the NOP and Initial Study for release within four weeks of notice to proceed.
- **Scoping Meeting:** If desired by NVTa, Rincon will organize and manage a scoping meeting during the 30-day NOP period.



- **Administrative Draft EIR:** The Administrative Draft EIR will be completed within approximately two weeks of the close of the NOP circulation period, depending on the scope of comments received on the NOP.
- **Screencheck Draft EIR:** Rincon will produce the Screencheck EIR within two weeks of receipt of NVTa comments on the administrative draft. This schedule assumes that NVTa comments are coordinated into a single consistent set of comments and that no new substantial analysis will be needed as a result.
- **Public Draft EIR:** Rincon will revise and produce the Public Draft EIR within approximately two weeks (including production time) of receipt of comments on the Screencheck Draft.
- **Response to Comments/Administrative Final EIR:** Draft responses to comments on the Draft EIR and the draft MMRP will be submitted within approximately two to three weeks of receipt of all comments, depending on the number and complexity of the comments received.
- **Final EIR:** Rincon will produce the Final EIR within one week of comments on the Response to Comments/Administrative Final EIR.

The schedule above envisions an approximately 5- to 8-month schedule from authorization to completion of a hearing-ready Final EIR. The ability to meet this schedule depends on the length of time needed for NVTa review of draft work products and the number and complexity of public comments on the Draft EIR.

## COST

As detailed in the attached spreadsheet, Rincon Consultants will prepare the EIR for the project, in accordance with our proposed scope of services, for an estimated cost of **\$47,972**. We have budgeted 38 hours of Rincon professional staff time to prepare responses to comments on the Draft EIR. This would bring our total authorized budget from \$160,798 (as amended in November 2016) to **\$208,770**.

We appreciate your consideration of this request to add services. If you have any questions or would like any additional information, please contact us at your convenience.

Sincerely,  
**RINCON CONSULTANTS, INC.**

Abe Leider, AICP CEP  
Principal





## Napa Valley Transportation Authority

### Vine Transit Bus Maintenance Facility Environmental Impact Report 2/16/2017

#### Cost Estimate

| Tasks   | Team Totals |       | Principal I | Senior Professional I | Professional IV | Technical Editor | GIS Specialist I | Clerical I |
|---|-------------|-------|-------------|-----------------------|-----------------|------------------|------------------|------------|
|   | Cost        | Hours |             |                       |                 |                  |                  |            |
|   |             |       |             |                       |                 |                  |                  |            |
| Focused EIR   |             |       |             |                       |                 |                  |                  |            |
| 1. IS, NOP and Scoping Meeting                                  | \$9,512     | 74    | 4           | 6                     | 52              | 6                | 2                | 4          |
| 2. Administrative Draft EIR                                     | \$544       | 8     |             |                       |                 |                  |                  | 8          |
| 2.1 Executive Summary   | \$1,375     | 10    | 1           | 2                     | 6               | 1                |                  |            |
| 2.2 Introduction, Project Description and Environmental Setting | \$1,925     | 14    | 1           | 4                     | 8               | 1                |                  |            |
| 2.3 Environmental Impact Analysis                               |             |       |             |                       |                 |                  |                  |            |
| Biological Resources  | \$4,720     | 35    | 2           | 8                     | 22              | 1                | 2                |            |
| Hydrology/Water Quality   | \$2,800     | 21    | 1           | 4                     | 14              | 1                | 1                |            |
| 2.4 Other CEQA-Related Discussions                              | \$970       | 7     | 1           | 1                     | 4               | 1                |                  |            |
| 2.5 Alternatives  | \$5,005     | 36    | 4           | 6                     | 24              | 1                | 1                |            |
| 6. Draft EIR  | \$2,564     | 23    | 1           | 4                     | 8               | 1                | 1                | 8          |
| 7. Final EIR  | \$408       | 6     |             |                       |                 |                  |                  | 6          |
| Responses to Comments   | \$5,368     | 39    | 4           | 8                     | 24              | 2                |                  | 1          |
| MMRP  | \$733       | 6     |             | 1                     | 4               |                  |                  | 1          |
| Final EIR Publication   | \$1,487     | 13    | 1           | 2                     | 4               | 2                |                  | 4          |
| 8. Public Hearings (2) and NOD                                  | \$2,588     | 16    | 6           | 8                     | 1               |                  |                  | 1          |
| Project Management  | \$4,318     | 27    | 8           | 18                    |                 |                  |                  | 1          |
| Subtotal Labor:   | \$44,317    | 335   | 34          | 72                    | 171             | 17               | 7                | 34         |

| Additional Costs                                |                 |
|---|-----------------|
| Printing (20 Draft, 15 Final copies and 40 CDs) | \$2,175         |
| Supplies and Miscellaneous Expenses             | \$1,480         |
| <b>Total Additional Costs</b>                   | <b>\$3,655</b>  |
| <b>TOTAL LABOR + ADDITIONAL COSTS</b>           | <b>\$47,972</b> |





## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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**TO:** NVRTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Danielle Schmitz, Planning Manager  
(707) 253-5968 / Email: [dschmitz@nvta.ca.gov](mailto:dschmitz@nvta.ca.gov)  
**SUBJECT:** Citizen Advisory Committee (CAC) Member Appointments

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve the appointment of new member, Catherine Heywood, and the re-appointment of members listed in Attachment 1 to the Citizen Advisory Committee (CAC).

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

On December 15, 2015 the NVRTA Board approved the formation of the Citizen Advisory Committee (CAC). The committee currently has 15 members and has met for the last year. Recruitment has continued to fill four vacant positions. When members were initially appointed to the committee in April they drew lots to determine term length. Five members drew one year and three have opted to be re-appointed. Hospitality representative, Cass Walker, is not renewing appointment and Catherine Heywood from Visit Napa Valley has applied to take her place. In addition, Jesse Ramer representing the Agricultural Industry will not be renewing his appointment. With the new appointment of Catherine and renewals there remains five vacancies on the committee:

- Town of Yountville representative
- City of St. Helena representative
- City of Calistoga representative
- Chamber of Commerce representative
- Agricultural representative

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**PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

**FISCAL IMPACT**

Is there a Fiscal Impact?      No

**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 AND DISCUSSION**

The CAC was formed by NVRTA to replace a number of independent CACs that had been convened to advise the NVRTA Board and NVRTA staff on various projects. A permanent CAC was desired to ensure representation from all aspects of the communities in Napa Valley and to garner the expertise that was lost under previous committees that had been formed for specific purposes and then disbanded when a project ended.

The NVRTA Board has ordained that the committee structure and representation strive to represent a diverse cross-section of the community including members of underrepresented groups in Napa Valley.

City/Town/County members will be appointed by their respective Councils or Board of Supervisors whichever is applicable.

Ideally, members will serve two years. Terms will be staggered to ensure continuity.

**SUPPORTING DOCUMENTS**

Attachments:    (1) CAC Member Appointments  
                      (2) Catherine Heywood Application

| <b>Citizen Advisory Committee</b> |                             |                          |                      |                       |  |
|-----------------------------------|-----------------------------|--------------------------|----------------------|-----------------------|--|
| <b>Name</b>                       | <b>Interest Represented</b> | <b>City of Residence</b> | <b>Date Approved</b> | <b>Renewal Needed</b> | <b>Notes</b>   |
| Aisha Nasir                       | American Canyon             | American Canyon          | Mar-17               | Mar-19                | Caterer; NVUSD volunteer   |
| Catherine Heywood                 | Hospitality                 | Angwin                   | Mar-17               | Mar-19                | Visit Napa Valley  |
| Michael Baldini                   | Students                    | Napa                     | Mar-17               | Mar-19                | Napa Community College Board member;<br>wine educator; background in<br>transportation |
| Matthew Schmitz                   | Non-profit/Education        | Napa                     | Mar-17               | Mar-19                | High School counselor; transit advocate  |

**Submission information**

Form: [Citizen Advisory Committee Application](#)

February 24, 2017 – 3:18pm

**CONTACT INFORMATION**

**Name**

Catherine Heywood

**E-mail Address**

XXXXXXXXXXXXXXXXXXXXX

**Phone Number**

XXX-XXX-XXXX

**Residence**

Unincorporated Napa County

**EXPERIENCE**

**Occupation**

Management/Operations

**Community involvement**

Hospitality

**Explain your experience**

I was on the NCTPA Citizen Advisory Committee 2014/2015 and I'm currently on the Napa County Clean Air Coalition committee as well as the Board for the Napa Valley Vine Trail Coalition.

**Education**

I have a degree in Business Administration from CSU Chico.

**Public policy experience**

See above.

**Resume**

See Attached

**TRANSPORTATION GOALS**

How do you see transportation in the Napa Valley in the next 25 years?

I hope I live to see a passenger rail program for local commuters and the expansion of the local on-demand shuttle services in Calistoga, Yountville and St. Helena, to include Napa. I am also confident the entire Vine Trail will be complete, as well. It is quite possible the Commuter

Benefit program will be required by all employers, and not just those with 50+ employees.

**How do you travel through Napa Valley? How have you used alternative transportation before?**

I mostly drive and I'm looking forward to better weather to use the Vine Trail to convert some of my drive time into ride time! I have used the VINE on occasion mostly in Napa. I lived in San Francisco for a short time without a car and used MUNI and the ferry.

**Please list a few references who could speak to your experience and character.**

**Name of first reference**

Cassandra Walker

**Phone Number**

XXX-XXX-XXXX

**E-mail Address**

XXXXXXXXXXXXXXXXXXXX

**Describe your relationship to this person.**

Cass is a contractor with my employer, and we have worked together on industry issues facing the lodging industry. It has been a mix of government and community relations, and has included issues in traffic and potential transportation solutions for lodging industry employers.

**Name of second reference**

Clay Gregory

**Phone Number**

XXX-XXX-XXXX

**E-mail Address**

XXXXXXXXXXXXXXXXXXXX

**Describe your relationship to this person.**

Clay is the President and CEO of Visit Napa Valley (my employer) and I report directly to him. We have worked together for almost 7 years.

**SIGNATURE**

Digital signature is required. Applicant must confirm the submitted information is correct to the best of their knowledge.

Signature/Catherine Heywood/

# Catherine C. Heywood

Mobile (707) XXX-XXXX

Email

## Employment History

### Visit Napa Valley

#### **Feb 2012 - Present      Director of Operations**

Manage organization governance including bylaws, board meetings, corporate records and lodging committee. Manage CEO calendar, email, expense reports and special projects. Oversee HR compliance, management of personnel files, reviews, hiring and compensation budget. Oversee benefit programs and renewals. Supervise Office Manager and Welcome Center Manager. Develop G&A budget. Review legal documents and contracts. Coordinate and oversee tourism studies, and disseminate lodging data. Committee participation with various partners (Vine Trail, Adopt-a-School, Clean Air Coalition). Attend government meetings as needed. Executed TID renewal.

#### **Nov 2010 - Feb 2012      Office Manager & Executive Assistant**

Managed supplies and equipment. Processed mail and answered phones. Coordinated office expansion. Managed CEO calendar, travel and expense reports. Supervised Partnership Manager. Maintained corporate records. Managed NV Welcome Center FF&E coordination and installation, including PO development. Produced Travel NV radio show twice monthly. Planned staff events.

---

### Ehlers Estate Winery

#### **Oct 2007 - Nov 2010      Accounting & Office Manager**

Processed all AR and AP, reconciled daily retail sales and inventory. Prepared monthly financial statements and compliance filing. Managed office equipment, supplies and maintenance. Maintained company records and IIPP/Safety Manual. Managed Guest House maintenance, upgrades and calendar.

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### Heywood Construction

#### **Jan 2001 - Dec 2007      Accounting & Office Manager**

Processed all AR and AP, managed cash flow and banking, tracked projects, prepared payroll, maintained Safety Manual.

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### Freemark Abbey Winery

#### **1996 - 2001      Director of Sales & Marketing**

Developed, implemented and monitored sales and marketing plan and budget. Coordinated marketing activities with national sales agent, including national travel and hosting trade on site. Oversight of complete visitor experience. Managed staff of five hospitality and two groundskeepers. Launched Key to the Abbey wine club. Managed retail merchandise.

#### **1993 - 1996      Regional Manager**

Developed sales plan and budget, traveled to markets, showed wines at trade and consumer events, conducted vintner dinners and staff trainings. Territory west of Texas, excluding CA.

## Employment History, cont.

### Freemark Abbey Winery

**1990 - 1995**

#### **Marketing Assistant**

Compiled marketing reports for management team, tracked sales incentive programs, created promotional materials, prepared press packets, conducted tours and tastings.

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### Great Western Bank

**1988 - 1990**

#### **Financial Services Rep.**

Financial Services Representative: Sold and opened new accounts and loans to achieve branch sales targets.

## Education

### California State University at Chico

#### **Bachelor of Science**

Business Administration with emphasis in Marketing and Consumer Behavior

#### **CBEST Certified 2010**

#### **Proficient in Microsoft Office products and Quickbooks**

## Community Activism

Leadership Napa Valley - Class 28 graduate, May 2015

4H - Club Leader and Camp Counselor

Carpy Gang Youth Football - Past Board Member & Secretary/Treasurer

Taste of Howell Mountain Auction - Twice Past Co-Chair

Napa Valley Vintners/Auction Napa Valley - Past Board Member



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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**TO:** NVRTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Matthew Wilcox, Manager of Public Transit  
(707) 259-8635 / Email: [mwilcox@nvta.ca.gov](mailto:mwilcox@nvta.ca.gov)  
**SUBJECT:** Americans with Disabilities Act (ADA) Administration Contract Award

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board authorize the award of the ADA Administration contract to C.A.R.E Evaluators Inc. (Attachment 1) in an amount not to exceed \$279,633.

### **COMMITTEE RECOMMENDATION**

The Paratransit Coordinate Council has voiced their support transitioning to this form of evaluation for ADA paratransit services, taxi scrip, and mileage reimbursement.

### **EXECUTIVE SUMMARY**

NVRTA received two bids from Mobility Management Partners and C.A.R.E. Evaluators Inc. NVRTA selected C.A.R.E. Evaluators for their experience and competitive pricing. With the award of this contract C.A.R.E. Evaluators will assume all evaluation and administrative responsibilities for NVRTA's ADA paratransit services, its taxi scrip program, and its Mileage Reimbursement Program. Evaluations for ADA services will be done in-person as a functional test as opposed to the current paper application process completed by NVRTA staff.

In person evaluations will help facilitate that individuals receive ADA-supportive services based upon their abilities in accordance with the ADA. The application process for taxi scrip and the Mileage Reimbursement Program will remain unchanged but will also be administered by C.A.R.E. Evaluators with oversight by NVRTA staff.



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**PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

**FISCAL IMPACT**

Is there a Fiscal Impact? Yes. The fixed cost as submitted in C.A.R.E.'s proposal is \$279,633 over the three years of the contract. Hourly rates will be applied for the evaluations. Since this is the first time that NVTA has entered into a contract for these types of services it is difficult to estimate the number of hours for evaluation services at this time, however, the estimate is based on current practices.

**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 AND DISCUSSION**

Currently NVTA staff acts as the evaluating entity for the Vine's ADA paratransit services, taxi scrip program, and Mileage Reimbursement Program. For ADA paratransit paper applications are submitted and evaluated by staff. These applications are designed to elicit as much information as possible from applicants to obtain a complete understanding of the applicant's ability or inability to use traditional fix route transit. However preformed questions and vague answers from applicants can only provide so much information regarding one's abilities.

The ADA recommends using in-person evaluations for ADA paratransit assessment. NVTA currently does not have adequate staffing to complete in-person assessments so instead NVTA staff relies on written applications that are often vague and incomplete. Contracting out these services is more likely to ensure efficient, thorough evaluation so that NVTA's ADA services are committed to members of the committee that most need them.

Taxi scrip and the Mileage Reimbursement are also currently administered by NVTA staff. Because of the time-consuming nature of the three ADA programs, staff administration is currently completed by two staff members. This separation is not ideal for programs that tend to support the same populations. By placing these two programs under the same oversight as the ADA evaluation process customers will gain a more cohesive experience in understanding what mobility programs will work for them. Ultimately, staff time which is currently dedicated to the basic administration of these

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programs can be redirected to planning efforts that are needed to manage the growing range of technologies being studied and implemented.

NVTA elicited interest from coordinating transit agencies prior to going out to bid and most of them are already in contract with ADA administration services. Nevertheless, provisions in the contract would allow us to include other operators when those contracts expire which may result in an overall reductions in costs.

### **SUPPORTING DOCUMENTS**

Attachment: NVTA Agreement No. 17-04

**NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)**

**AGREEMENT NO. 17-04**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVRTA", and C.A.R.E Evaluators, Inc. whose mailing address is 27772 Manor Hill Road, Laguna Niguel, CA 92677, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, NVRTA wishes to obtain specialized services in order to provide NVRTA's functional assessments to determine eligibility for ADA paratransit services and management of the application process for NVRTA's mobility program; and

**WHEREAS**, NVRTA has authorized the NVRTA Executive Director to enter into a contract for services at its March 15, 2017 meeting; and

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

**TERMS**

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

(a) **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on May 31, 2020, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NCTPA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

(b) The term of this Agreement shall be to the date shown above with an option for an additional two (2) one (1) year terms subject to review and recommendation of NVRTA, and the satisfactory negotiation of terms, including pricing structure.

2. **Scope of Services.** CONTRACTOR shall provide NVRTA those services set forth in CONTRACTOR's proposal (EXHIBIT "A"), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided.

Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

**3. Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$480,000 for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

**4. Method of Payment.**

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

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

**5. Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at

CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTa may monitor the work performed by CONTRACTOR. NVTa shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

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

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

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

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

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

(c) Performance Bond. CONTRACTOR shall obtain and maintain at their sole cost during the term of the Agreement, a corporate surety performance bond or irrevocable letter of credit, on a NVTAs-approved form, in the principal sum equal to three (3) months operating expenses, guaranteeing CONTRACTOR's performance in accordance with the provisions of the Agreement.

(d) 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 NVTAs Risk Manager, demonstrated by other evidence of coverage acceptable to NVTAs Risk Manager, which shall be filed by CONTRACTOR with NVTAs Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NVTAs shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTAs, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTAs shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NVTAs with respect to any insurance or self-insurance programs maintained by NVTAs. 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 NVTAs Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

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

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

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

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

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

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

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

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

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

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



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

CONTRACTOR  
David T.W. Lee, P.T.  
Chief Executive Officer  
27772 Manor Hill Road  
Laguna Niguel, CA 92677

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

(a) NVTA Policy for Maintaining a Harassment Free Work Environment effective June 18, 2008.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on July 25, 2008.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 17, 2001. To this end, all employees and subcontractor's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on July 25, 2008.

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

17. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld.

The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTa to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTa may be given by its Executive Director.

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

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

19. **Interpretation; Venue.**

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

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

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

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

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

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

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

Administration for federally funded contracts, to the extent they are applicable to the services to be provided under this Agreement, and as set forth in Attachment 1, attached hereto and incorporated herein by reference.

(e) Federal Changes - CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in Appendix E for RFP No. 2017-01 and the Master Agreement between NVTa and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

(f) No Obligation by the Federal Government

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

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

(g) Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs if CONTRACTOR intends to engage any subcontractors. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2.2%. A separate contract goal has not been established for this procurement. If applicable, CONTRACTOR shall comply with the Disadvantaged Business Enterprise contract provisions/Caltrans Disadvantage Business Enterprise provisions contained in Appendix I for RFP No. 2017-01 incorporated herein.

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

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

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

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

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

24. **Conflict of Interest.**

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

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

required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "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 CONTRACTOR, 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. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NVTA's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

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

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

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

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

29. **Additional Contract Provisions.** Any additional provisions to this Agreement as contained in RFP No. 2017-01, Section II – Additional Contract Provisions, are incorporated herein.

30. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

31. **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.

“NVT A”

“CONTRACTOR”  
C.A.R.E Enterprise, Inc.

By \_\_\_\_\_  
Kate Miller, Executive Director

By \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Karalyn E. Sanderlin, Board Secretary

By \_\_\_\_\_  
NAME, Position

Approved as to Form:

By \_\_\_\_\_  
NVT A Counsel

## **FEDERAL REQUIRED CONTRACT CLAUSES**

Please refer to our website [www.nvta.ca.gov](http://www.nvta.ca.gov) for content of Federal required clauses.

### **Federally Required Contract Clauses** (applicable clauses in bold)

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements
- 6. Energy Conservation Requirements**
- 7. Clean Water Requirements**
8. Bus Testing
9. Pre-Award and Post Delivery Audit Requirements
- 10. Lobbying**
- 11. Access to Records and Reports**
- 12. Federal Changes**
13. Bonding Requirements
- 14. Clean Air**
15. Recycled Products
- 16. Davis-Bacon and Copeland Anti-Kickback Acts**
- 17. Contract Work Hours and Safety Standards Act**
18. [Reserved]
- 19. No Government Obligation to Third Parties**
- 20. Program Fraud and False or Fraudulent Statements and Related Acts**
- 21. Termination**
- 22. Government-wide Debarment and Suspension (Nonprocurement)**
23. Privacy Act
- 24. Civil Rights Requirements**
- 25. Breaches and Dispute Resolution**
26. Patent and Rights in Data
27. Transit Employee Protective Agreements
- 28. Disadvantaged Business Enterprises (DBE)**
29. [Reserved]
- 30. Incorporation of Federal Transit Administration (FTA) Terms**
31. Drug and Alcohol Testing

Titles and sources of authority references for all the federal clauses are listed in the following document. However, only those clauses applicable to this specific contract are detailed with the full requirements articulated.

### **1. FLY AMERICA REQUIREMENTS**

49 U.S.C. § 40118

### **41 CFR Part 301-10**

This section does not apply to this contract.



## **2. BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323(j)**

**49 CFR Part 661**

This section does not apply to this contract.

## **3. CHARTER BUS AND SCHOOL BUS REQUIREMENTS**

**49 U.S.C. 5323(d)**

**49 CFR Part 604**

This section does not apply to this contract.

## **4. CARGO PREFERENCE REQUIREMENTS**

**46 U.S.C. 1241**

**46 CFR Part 381**

This section does not apply to this contract.

## **5. SEISMIC SAFETY REQUIREMENTS**

**42 U.S.C. 7701 et seq. 49**

**CFR Part 41**

This section does not apply to this contract.

## **6. ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.**

**49 CFR Part 18**

**Energy Conservation** - The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **7. CLEAN WATER REQUIREMENTS**

**33 U.S.C. 1251**

**Clean Water –**

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **8. BUS TESTING**

**49 U.S.C. 5323(c)**

**49 CFR Part 665**

This section does not apply to this contract.

## **9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS**

**49 U.S.C. 5323**

**49 CFR Part 663**

This section does not apply to this contract.

## **10. LOBBYING**

### **31 U.S.C. 1352**

### **49 CFR Part 19**

### **49 CFR Part 20**

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party CONTRACTORS are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that CONTRACTORS file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]** - CONTRACTORS who apply or bid for an award of

\$100,000 or more 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.

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of CONTRACTOR's Authorized Official  
\_\_\_\_\_  
Name and Title of CONTRACTOR's Authorized Official  
\_\_\_\_\_  
Date

## **11. ACCESS TO RECORDS AND REPORTS**

### **49 U.S.C. 5325**

### **18 CFR 18.36 (i)**

### **49 CFR 633.17**

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the CONTRACTOR agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, CONTRACTOR agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO CONTRACTOR, access to the CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, CONTRACTOR agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books,

documents, papers and record of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

6. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until the Purchaser, 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. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

| Contract Characteristics                      | Operational Service Contract                   | Turnkey   | Construction   | Architectural Engineering         | Acquisition of Rolling Stock      | Professional Services             |
|---|--|---|--|-----------------------------------|-----------------------------------|-----------------------------------|
| <u>I State Grantees</u>                       | None   | Those imposed on state pass thru to CONTRACT OR             | None   | None                              | None                              | None                              |
| a. Contracts below SAT (\$100,000)            | None unless <sup>1</sup> non-competitive award |   | Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309 /5311 | None unless non-competitive award | None unless non-competitive award | None unless non-competitive award |
| b. Contracts above \$100,000/Capital Projects |  |   |  |                                   |                                   |                                   |
| <u>II Non State Grantees</u>                  | Yes <sup>3</sup>                               | Those imposed on non-state Grantee pass thru to CONTRACT OR | Yes  | Yes                               | Yes                               | Yes                               |
| a. Contracts below SAT (\$100,000)            | Yes <sup>3</sup>                               |   | Yes  | Yes                               | Yes                               | Yes                               |
| b. Contracts above \$100,000/Capital Projects |  |   |  |                                   |                                   |                                   |

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

## **12. FEDERAL CHANGES**

### **49 CFR Part 18**

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

## **13. BONDING REQUIREMENTS**

This section does not apply to this contract.

## **14. CLEAN AIR**

### **42 U.S.C. 7401 et seq**

### **40 CFR 15.61**

### **49 CFR Part 18**

#### **Clean Air –**

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **15. RECYCLED PRODUCTS**

### **42 U.S.C. 6962**

### **40 CFR Part 247**

### **Executive Order 12873**

This section does not apply to this contract.

## **16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

This section does not apply to this contract.

## **17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

### **40 USC 3701(b)(1)(B)(iii) and (b)(2),**

### **29 CFR 5.2(h),**

### **49 CFR 18.36(i)(6)**

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

**Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subCONTRACTOR responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subCONTRACTOR shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the

clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

**Subcontracts** - The CONTRACTOR or subCONTRACTOR shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subCONTRACTORs to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subCONTRACTOR or lower tier subCONTRACTOR with the clauses set forth in paragraphs (1) through (4) of this section.

#### **18. RESERVED**

This section does not apply to this contract.

#### **19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

##### **No Obligation by the Federal Government.**

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

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

#### **20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**31 U.S.C. 3801 et seq.**

**49 CFR Part 31 18 U.S.C. 1001**

**49 U.S.C. 5307**

##### **Program Fraud and False or Fraudulent Statements or Related Acts.**

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

(2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(3) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subCONTRACTOR who will be subject to the provisions.

## **21. TERMINATION**

### **49 U.S.C. Part 18**

#### **FTA Circular 4220.1E**

This section is addressed by language in NVTAs Professional Services Agreement.

## **22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

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

## **23. PRIVACY ACT**

### **5 U.S.C. 552**

This section does not apply to this contract.

## **24. CIVIL RIGHTS REQUIREMENTS**

### **29 U.S.C. § 623, 42 U.S.C. § 2000**

### **42 U.S.C. § 6102, 42 U.S.C. § 12112**

### **42 U.S.C. § 12132, 49 U.S.C. § 5332**

### **29 CFR Part 1630, 41 CFR Parts 60 et seq.**

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - 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 Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(3) The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **25. BREACHES AND DISPUTE RESOLUTION**

### **49 CFR Part 18**

#### **FTA Circular 4220.1E**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the NVTA Purchasing Agent. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the Purchasing Agent. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing Agent shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by NVTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts



he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between NVTa and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which NVTa is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the NVTa or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **26. PATENT AND RIGHTS IN DATA**

**37 CFR Part 401**

**49 CFR Parts 18 and 19**

This section does not apply to this contract.

## **27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

**49 U.S.C. § 5310, § 5311, and § 5333**

**29 CFR Part 215**

This section does not apply to this contract.

## **28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**49 CFR Part 26**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2.2%.

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NVTa deems appropriate. Each subcontract the CONTRACTOR signs with a subCONTRACTOR must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

A prime CONTRACTOR or subCONTRACTOR shall pay any subCONTRACTOR not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subCONTRACTORS. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of Section 7108.5 shall subject the violating CONTRACTOR or subCONTRACTOR to the penalties, sanctions and other remedies of the section. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the City's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime CONTRACTOR or subCONTRACTOR in the event of a dispute involving late payment or nonpayment by the prime

CONTRACTOR, deficient subcontract performance, or noncompliance by a subCONTRACTOR. This provision applies to both DBE and non-DBE prime CONTRACTORS and subCONTRACTORS.

NVTA shall hold retainage from the prime CONTRACTOR and shall make prompt and regular incremental acceptance of portions, as determined by the City, of the contract work, and pay retainage to the prime CONTRACTOR based on these acceptances. The prime CONTRACTOR, or subCONTRACTOR, shall return all monies withheld in retention from a subCONTRACTOR within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by NVTA. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating prime CONTRACTOR or subCONTRACTOR to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime CONTRACTOR or subCONTRACTOR in the event of a dispute involving late payment or nonpayment by the prime CONTRACTOR, deficient subcontract performance, or noncompliance by a subCONTRACTOR. This provision applies to both DBE and non-DBE prime CONTRACTORS and subCONTRACTORS.

The CONTRACTOR must promptly notify NVTA, whenever a DBE subCONTRACTOR performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subCONTRACTOR to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE subCONTRACTOR and perform that work through its own forces or those of an affiliate without prior written consent of NVTA.

#### **29. [RESERVED]**

This section does not apply to this contract.

#### **30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

##### **FTA Circular 4220.1E**

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

#### **31. DRUG AND ALCOHOL TESTING**

##### **49 U.S.C. §5331**

##### **49 CFR Parts 653 and 654**

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or of NVTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (date before March 15) to the

contract manager at NVT, 625 Burnell Street, Napa, CA 94559. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.



## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall provide NVTA with the following services:

NAPA VALLEY TRANSPORTATION AUTHORITY'S (NVTA) FUNCTIONAL ASSESSMENTS TO DETERMINE ELIGIBILITY FOR ADA PARATRANSIT SERVICES AND MANAGEMENT OF THE APPLICATION PROCESS FOR NVTA'S MOBILITY PROGRAM – ***see attached***

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

**Napa Valley Transportation Authority (NVTa)**

**RFP No. 2017-01**

**Functional Assessments to Determine Eligibility for ADA Paratransit  
Services and Management of the Application Process for NVTa's  
Mobility Program**

**Submitted to:**

Renee Y. Kulick  
Administrative Technician  
625 Burnell Street  
Napa, CA 94559  
rkulick@nvta.ca.gov

**Submitted on:**

February 7, 2017 by RFP closing time of 2:00 PM

**C.A.R.E.**  
evaluators

**Submitted by:**

**C.A.R.E. Evaluators, Inc.**

27772 Manor Hill Rd.  
Laguna Niguel, CA 92677  
(949) 230-1792  
Fax (949) 448-8037

[david@careevaluators.com](mailto:david@careevaluators.com)

Contact: David T.W. Lee, P.T., C.E.O.

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## Transmittal Letter

### Proposal Submittal RFP #2017-01

**Submitted by RFP closing date and time of February 7, 2017 by 2:00 PM**

Kate Miller – Executive Director  
Napa Valley Transportation Authority  
625 Burnell Street  
Napa, CA 94559  
RFP No. 2017-01

Dear Ms. Miller,

Having carefully reviewed the Request for Proposal No 2017-01 for the NAPA Valley Transportation Authority (NVTA) Functional Assessments to Determine Eligibility for ADA Paratransit Services and Management for the Application Process for NVTA's Mobility Program, C.A.R.E. Evaluators, Inc. is pleased to submit this proposal for services meeting all the requirements described therein.

C.A.R.E. acknowledges the original RFP, Addendum 1, and the Questions and Answers Matrix.

David Lee, Chief Executive Officer of C.A.R.E. Evaluators, Inc. is the authorized agent for final negotiations and execution of this contract. He is supported by Cynthia Bullock (Chief Operations Officer), Andrea Dee (Business Manager/Contracts), and Christine Cuevas (Regional Office Manager).

This proposal is valid for 180 days after the date of submission.

We are confident that Napa Valley Transit Authority will find this proposal well suited to their community.

Please feel free to contact me should you have any questions,

Thank you,

*David W. Lee P.T., CEO*

David Lee, P.T.  
Chief Executive Officer  
C.A.R.E. Evaluators, Inc.  
27068 La Paz Rd. #415  
Aliso Viejo, CA 92656  
[David@careevaluators.com](mailto:David@careevaluators.com)  
(949) 230-1792



## ATTACHMENT C

### GENERAL INFORMATION FORM

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

Legal Name of Proposer :

David T.W. Lee, P.T., C.E.O.

Date:

02/07/17

Street Address:

27772 Manor Hill Road

Telephone Number:

949 230 1792

City/State/Zip:

Laguna Niguel, CA 92677

Proposer's Fax Number:

949 448 8307

NVTA DBE ☐ NVTA LBE ☐

DBE ☒

None ☐

Type of Organization:

(Corporation, LPA, Sole Proprietorship, Partnership, etc.)

Corporation

Business License (documented):

N/A

Taxpayer ID Number (Federal):

47-2620358

Name and Title of Manager:

David T.W. Lee, P.T., C.E.O.

Name, Title, e-mail address, and Phone Number of Person Correspondence should be directed to: David T.W. Lee, P.T., C.E.O., David@careevaluators.com, 949 230 1792

NVTA DBE ☐ DBE ☒ None ☐

Signature, Name and Title of Person Signing



David T.W. Lee, P.T., C.E.O.

## Executive Summary

C.A.R.E. Evaluators, Inc. (C.A.R.E.) is committed to the ADA, the agencies which it serves, and to the disabled community in providing quality paratransit evaluations, travel training, and mobility management programs. C.A.R.E. is the leading provider of paratransit evaluations for the transit regions surrounding Napa County. C.A.R.E. herein proposes services for an in-person paratransit eligibility evaluation program that includes in-person interview and functional testing at the NVTa site up to one time day per week. In addition, C.A.R.E. will implement an Autorenewal process whereby in-person applicants who receive Unconditional eligibility and also meet specific criteria are eligible for recertification through submission of a paper application.

In addition to providing in-person paratransit evaluations, C.A.R.E. will provide Customer Service support to educate and assist applicants in the paratransit eligibility requirements and process, schedule evaluation appointments, and coordinate transportation between the paratransit provider and the applicants. Also provided will be applicant education and assistance, and the processing of applications for the Taxi Scrip and Mileage Reimbursement programs. Applicants will be provided with the full range of transit options to assist them in accessing those that are most appropriate.

C.A.R.E. will provide for NVTa all completed paratransit evaluations for NVTa's review within seven business days of the date of the in-person evaluation, mail out of all completed determination letter packets with ID cards mailed within 21 days, data entry into RED, weekly and monthly reports, and live Customer Service support from 8:00 AM to 5:00 PM weekdays, excluding holidays. A wide range of paratransit eligibility evaluation reporting is available to NVTa through desktop access in C.A.R.E.'s proprietary database. Included in the database will be custom-designed software for the Taxi Scrip and Mileage Reimbursement programs. C.A.R.E.'s experienced Regional Office Manager looks forward to developing this program in cooperation with NVTa as she provides program oversight and participates in weekly meetings with NVTa.

## Background and Experience

### General Information

The C.A.R.E. Evaluators, Inc. philosophy is embedded in the name of the company itself: Care. Founder David Lee believes deeply in the civil rights and empowerment of those with disabilities. It is in this belief that C.A.R.E. is committed to treating all transit applicants, including applicants with disabilities, with caring and dignity to allow them full participation in their communities. Transportation, in particular, opens up the world and allows people independence for life necessities such as traveling to the doctor and shopping for food. It enables participation in that which creates a full life, such as visiting family and friends or attending a place of worship.

C.A.R.E. also recognizes that governmental financial limitations necessitate that riders use only the most appropriate services to ensure their maximum independence. It is through a high standard of customer service, the use of C.A.R.E.'s customizable software, Access Services Management System (ASMS), and high quality paratransit evaluations that C.A.R.E. distinguishes itself.

C.A.R.E.'s company philosophy is to continuously improve the quality of the services we provide to our customers. C.A.R.E. welcomes open dialog with our contracting agencies. C.A.R.E. strives to treat customers courteously and professionally, with respect and sensitivity to their specific transit needs. C.A.R.E. is committed to providing its employees with a work environment where they can prosper and grow both personally and professionally in a dignified and rewarding manner. C.A.R.E. is an equal opportunity employer that encourages mutual respect among employees. C.A.R.E. is dedicated to being a good neighbor to the businesses in its area and to contributing to the well-being of the surrounding community.

## ATTACHMENT G

### PROPOSER'S DESIGNATED CONTACTS LIST

Proposers are required to indicate in the space provided below the designated contact individual's name:

Matthew Wilcox, Transit Manager  
Napa Valley Transportation Authority (NVTa)  
625 Burnell Street  
Napa, CA 94559  
Phone: (707) 259-8635  
Fax: (707) 259-8638  
Email: [mwilcox@nvta.ca.gov](mailto:mwilcox@nvta.ca.gov)

#### **CONTRACTOR**

Name/Title: David T.W. Lee, P.T., C.E.O.  
Company: C.A.R.E. Evaluators, Inc.  
Street: 27772 Manor Hill Road  
City, State, Zip: Laguna Niguel, CA 92677  
Phone: (949) 230-1792  
Fax: (949) 448-8037  
Email: David@careevaluators.com

Name/Title: Cynthia Bullock, C.O.O.  
Company: C.A.R.E. Evaluators, Inc.  
Street: 27772 Manor Hill Road  
City, State, Zip: Laguna Niguel, CA 92677  
Phone: (760) 712-2513  
Fax: (949) 448-8037  
Email: Cynthiab@careevaluators.com

Name/Title: Christine Cuevas, Regional Operations Manager  
Company: C.A.R.E. Evaluators, Inc.  
Street: 890 Cowan Road, Suite "J"  
City, State, Zip: Burlingame, CA 94010  
Phone: (650) 295-1212  
Fax: (650) 295-1241  
Email: Christinec@careevaluators.com

## Financial Statements

Financial information is confidential and is therefore submitted as a separate document and is identified as Confidential. Please see this confidential information containing the audited financial statements for 2014 and 2015 and the credit references.

C.A.R.E. Evaluators Inc. and C.A.R.E. Evaluators, LLC have had no bankruptcies and no violations of regulatory acts. C.A.R.E. has had no failures to complete awarded contracts and has no defaults or terminations.

## ATTACHMENT F

### PROPOSERS REFERENCE FORM

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1.     Job Description  
          SamTrans Eligibility Certification Contractor  
          Contract Amount  
          2.5 Million  
          Time to Complete Job  
          5 year contract ending 2021, Prior Contract 2010 to 2015  
          Owner and Location  
          David T.W. Lee, P.T., C.E.O., Nor Cal Headquarters, 890 Cowan Road, Suite J, Burlingame, CA 94010  
          Contact Name and Telephone No.  
          Tina Dubost, Contract Administrator, (650) 508-6247
  
2.     Job Description  
          City of Petaluma Eligibility Certification Contractor  
          Contract Amount  
          \$133,000.00  
          Time to Complete Job  
          3 year contract ending 2019, Prior Contract 2013 to 2016  
          Owner and Location  
          David T.W. Lee, P.T., C.E.O., Nor Cal Headquarters, 890 Cowan Road, Suite J, Burlingame, CA 94010  
          Contact Name and Telephone No.  
          Joseph Rye, Transit Administrator, (707) 778-4421
  
3.     Job Description  
          Orange County Transportation Authority ADA Eligibility Certification Contractor, (OCTA ACCESS)  
          Contract Amount  
          2.3 Million  
          Time to Complete Job  
          10 year contract ending 2025, Prior Contract 2011 to 2016, Prior Contract 2006 to 2011  
          Owner and Location  
          David T.W. Lee, P.T., C.E.O., 319 East Ball Road, Anaheim, CA 92805  
          Contact Name and Telephone No.  
          Gracie Davis, ADA Administrator, (714) 560-5641
  
4.     Job Description  
          Valley Metro Phoenix, AZ Eligibility Certification, Travel Training Contractor, and Marking and Tethering  
          Contract Amount  
          3.1 million  
          Time to Complete Job  
          7 year contract ending 2018  
          Owner and Location  
          David T.W. Lee, P.T., C.E.O., 4600 E. Washington Street, Suite 101, Phoenix, Az 85034  
          Contact Name and Telephone No.  
          Ron Brooks, Manager Accessibility Transit Services, (602) 716-2107

**NOTE: It is important that this sheet be completed and submitted with your proposal. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.**

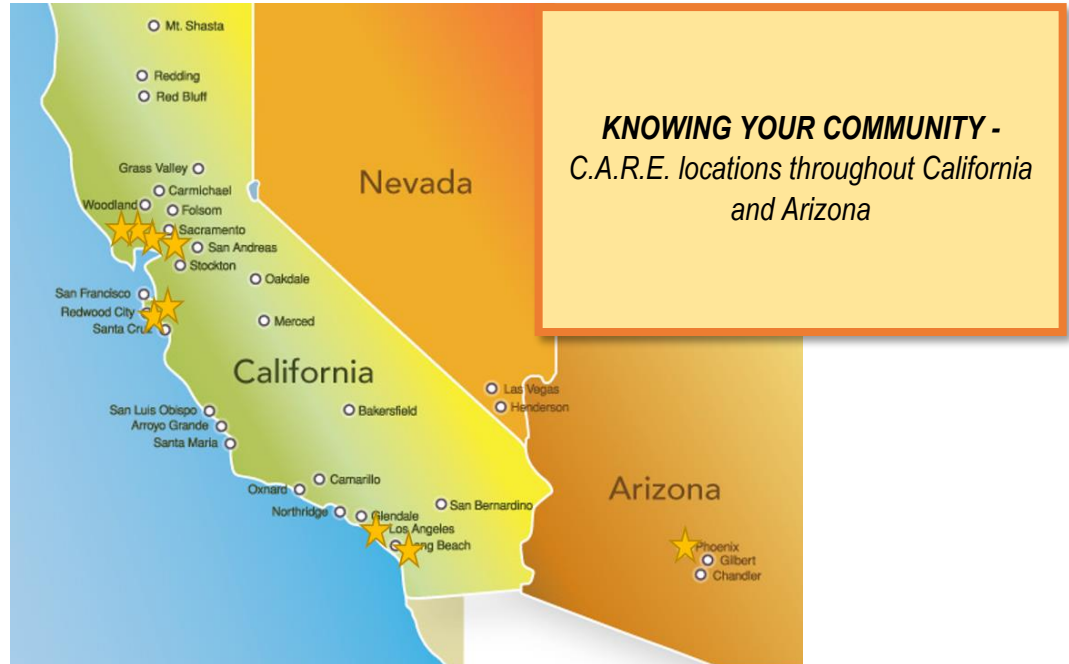
### *History, Reliability, and Locations*

C.A.R.E. Evaluators, Inc. was founded by David T.W. Lee, Physical Therapist and Chief Executive Officer. C.A.R.E. Evaluators, LLC was created in January 2003 to consolidate C.A.R.E. Physical Therapy and C.A.R.E. Worksite Evaluators, which had been operating for the prior fifteen years and seven years respectively. C.A.R.E. Evaluators incorporated in January of 2015. C.A.R.E. is a certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE).

C.A.R.E. entered the paratransit industry when it obtained its first contract for Access ADA Paratransit Eligibility Appeals in 1994. C.A.R.E. obtained its first ADA Paratransit Evaluations contract in 2004 and its first Travel Training contract in 2005 with Access Services, Los Angeles, CA. C.A.R.E. has grown since that time to become the industry leader in paratransit evaluations and mobility management services and software.

C.A.R.E. has a long history of successful reviews by the Federal Transportation Administration (FTA) and the Department of Civil Rights. The FTA and Department of Civil Rights reviewers gave glowing reports on C.A.R.E.'s process and remarked on the high quality of customer service and the caring and connection that C.A.R.E. employees demonstrated with customers.

C.A.R.E. is well-established in the Northern California Bay Area. C.A.R.E. provides paratransit evaluation and/or paratransit software services for San Mateo, Santa Rosa, Petaluma, Solano, Sonoma, and recently added Santa Clara.



#### C.A.R.E. Paratransit Evaluation Contracts

Access - Los Angeles, CA

Valley Metro - Phoenix, AZ

OCTA - Anaheim, CA

SamTrans - San Mateo, CA

Solano Transportation Authority - Solano, CA

Santa Rosa Transit Department - Santa Rosa, CA

Department of Transportation - Petaluma, CA

Department of Transportation - Sonoma, CA

Valley Transportation Authority – Santa Clara County, CA



## Staff Experience

All C.A.R.E. staff undergo training in the ADA and FTA in relation to ADA paratransit services. In addition, all staff participate in sensitivity training in interacting with people with disabilities. Most of C.A.R.E.'s staff in the Bay Area provide services for more than one transit agency in the region, providing a level of regional consistency in evaluation, knowledge, and provision of services. The staff assigned to the NVTa contract will be trained and knowledgeable regarding the Taxi Scrip and Mileage Reimbursement programs for the purpose of educating and referring applicants.

C.A.R.E. Evaluators' staff is highly trained and experienced in conducting paratransit evaluation using interviews and functional testing. All Evaluator staff have previous experience working with people with disabilities prior to hire. They also have a Bachelor's degree in psychology, social services, rehabilitation or healthcare; or equivalent in a combination of education, training and work experience. All newly hired Evaluators receive rigorous training, including supervised, on-the-job training, until they demonstrate proficiency in conducting evaluations and functional testing. On-going training is embedded in the C.A.R.E. Quality Assurance process. Evaluators working on the NVTa contract will have this type of education and experience.

See *Staffing and Organization* for additional information.

## Qualifications

C.A.R.E. has acquired experience and knowledge from managing multiple paratransit, travel training, traveler safety, and mobility management contracts. C.A.R.E. has performed evaluations for multiple organizations while accommodating the individuality of each community and contract. Currently, C.A.R.E. employs approximately 90 staff members. C.A.R.E. has performed well over a half-million evaluations since 2004. Evaluation methods include customer in-person interviews, indoor and outdoor functional assessments, and Paper Recertification evaluations. C.A.R.E. also provides a paper application, phone interview, and professional verification evaluation process. C.A.R.E.'s evaluations are ADA compliant and reliable. C.A.R.E.'s eligibility determinations are reported within the ADA time frame and are legally defensible.

*C.A.R.E. has performed  
well over a **HALF-MILLION**  
evaluations*

C.A.R.E. uses a custom-designed software system, ASMS, to manage its operational and administrative processes regarding eligibility. This custom software enhances data management capabilities, allowing the ability to review cases and eligibility decisions in each determination category. C.A.R.E.'s ASMS software keeps each customer's documentation and information in electronic files, creating a streamlined and environmentally responsible paperless system. This

system allows customers with whom C.A.R.E. contracts to manage, review, and print customer-related information from their desktops. ASMS provides various administrative levels for customized access to data fields.

#### *Knowledge of ADA Laws, Rules, and Requirements*

Our highly-qualified staff members possess extensive training and experience in working with people with disabilities. Each Evaluator undergoes a training program on the ADA paratransit certification processes so that each possesses a thorough understanding of ADA requirements, the location specific eligibility certification process, and the transit needs of the community. Our professional Evaluators throughout the company consist of physical therapists, occupational therapists, physical therapy assistants, occupational therapy assistants, other allied health professionals, behavior analysts, those with Bachelors of Arts or Masters of Arts degrees in psychology or social services, and those with Travel Training coursework.

Chief Executive Officer David Lee is highly knowledgeable regarding ADA requirements, and stays abreast of new legislation, requirements, and rulings. This information is provided to the staff at each contract location so that all C.A.R.E. staff may remain current in their knowledge of the ADA.

As requested in the RFP, C.A.R.E. wishes to state that none of C.A.R.E.'s principals or employees has been debarred or suspended from providing services paid for by the federal government prior to this award.

C.A.R.E.'s regional manager will be available to meet weekly with NVTA. Samples of reports currently available for query through ASMS can be found in Appendix A.

## Public Sector Representation

### Detail of Process and Methods

#### *Phone and Customer Service*

The Call Center for this contract is located in the C.A.R.E. regional office in Burlingame, CA, and is open 8:00 AM to 5:00 PM Monday through Friday excluding holidays. Should an applicant or customer call during non-business hours, they are routed to the auto-attendant to receive a message informing them of regular business hours and asking them to call back during those times. Given the size of the contract, to contain staffing and equipment costs (e.g. postage machine and ID card machine), an office that is already equipped and has additional back up Call Center staff that can be available during all business hours is proposed.

Given the scope of the contract, part-time Customer Service Representative (CSR) hours are viewed as the most appropriate staffing level for the NVTA contract. CSR services are primarily provided by one CSR assigned to the contract on a part-time basis. However, additional Customer Service Representatives will be available to provide additional basic phone support by providing general information regarding the paratransit eligibility process, scheduling in-person

evaluations, providing general information for the Taxi Scrip and Mileage Reimbursement programs, and receiving application requests. Additional phone support ensures that a live person will be available to respond to applicants and customers during all business hours. Any detailed or complex applicant/customer requests will be referred to the primary Customer Service Representative or Regional Office Manager. Customer Service Representatives are available that speak in both English and Spanish who will provide translation service in Spanish for in-person evaluations when necessary. A translation service will be used for customer service provision and in-person evaluations in other languages.

All C.A.R.E. Call Center Customer Service staff are trained to be sensitive to the needs of persons with disabilities. They are also trained to communicate the process of the evaluation and services so that expectations are appropriately set. During the transition from a paper evaluation process to a more accurate in-person process with functional testing, it is common for some applicants who previously received eligibility to receive a “Not Eligible” evaluation determination. This can be *perceived* by the applicant as losing a service to which they are entitled, rather than as a reflection of a more accurate eligibility process. Because of this, it is imperative that the Customer Service Representative take the time to be certain applicants are fully educated on the process, and that mobility options are discussed. C.A.R.E. is pleased that NVRTA has the Taxi Scrip and Mileage Reimbursement programs available, in addition to a travel training program, to provide additional transit options to the community. The Customer Service Representative will make every effort to educate and inform all applicants of their mobility options, and especially those who are deemed ineligible for paratransit services.

The Primary Customer Service Representative will be responsible for:

- Responding to phone inquiries and educating applicants on paratransit eligibility requirements, the paratransit eligibility process, and the Taxi Scrip and Mileage Reimbursement programs
- Mailing out applications
- Processing Mileage Reimbursement and Taxi Scrip applications mailed by NVRTA to the Burlingame office, and entering all information into the ASMS database
- Scheduling paratransit evaluation appointments and scheduling transportation
- Placing a reminder call to the paratransit evaluation applicant one business day prior to the evaluation date
- Providing weekly and monthly reporting on programs
- Notifying NVRTA when paratransit evaluations are ready for review
- Generating and mailing all ADA paratransit eligibility determination letters within 21 days of the paratransit eligibility evaluation. An ID card and the Vine Transit Users Guide will be mailed to all eligible applicants along with determination letter
- Producing ID cards
- Scheduling appeals
- Entering eligibility information into RED

- Processing paratransit autorenewal applications (beginning in year four of the contract)
- Notifying NVTA of applicants in need of preemptive paratransit service prior to the 21-day evaluation determination period
- Producing and mailing notification letters to paratransit customers prior to expiration to notify them of the recertification requirements
- Redirecting applicants who live outside the service area to that appropriate transit agency
- Paratransit evaluations will be ready for NVTA query directly from ASMS within seven business days of the date of the in-person evaluation. The CSR is responsible for notifying NVTA if evaluations are ready for review prior to the seven business day window

#### *In-Person Evaluation*

In-Person evaluations will be conducted at the office site provided by NVTA. Interviews will be conducted on an individual basis inside the meeting room with the Evaluator. The indoor area just outside of the meeting room door will be set up as a waiting room with chairs temporarily relocated from the meeting room. The waiting room is used for applicants before their evaluation and after their evaluation while waiting for their return trip. Using this space for a waiting area will provide privacy and confidentiality for each applicant during the interview and provide a space for an on-site CSR to assist applicants.

Both an Evaluator and an on-site CSR are bid into this proposal on an hourly basis. Both staff will be available up to one time per week, with a minimum charge of six (6) hours on site per day each, with a maximum of eight hours including travel time. Charging for the on-site Customer Service Representative's time on an hourly basis, instead of under the Fixed Fee, provides a potential cost-savings if varying customer demand allows scheduling the evaluation day less often than once per week. Please note that the number of days required to fulfill applicant demand is largely contingent upon both the number of applicants requesting appointments and the efficiency of the paratransit operator to provide timeliness and flexibility in the provision of transportation.

On evaluation days, the on-site Customer Service Representative will be present to greet applicants, assist applicants with transportation issues and make certain that they obtain their return trip, answer questions about the evaluation process, provide information on the Taxi Scrip and Mileage Reimbursement programs, provide assistance to applicants who require help with their application forms, and provide the registration and intake functions of the evaluation process.

### *Registration and Intake*

Upon arrival, the applicant is greeted by the on-site CSR and proceeds through the following steps:

1. The applicant is seated at a check-in desk for the following:
  - the appointment is confirmed
  - the applicant is informed of the process in which they are about to participate
  - the applicant provides a photo ID as proof of identification that will be photographed (or scanned) and attached to the applicant's electronic record
  - a consent form is provided and electronically signed
  - if provided, documentation describing the applicant's disability is scanned and attached to the applicant's electronic record
  - a photo of the applicant is taken
  - address and other information are verified
  - the heart rate and blood oxygen saturation are recorded
2. The CSR addresses any of the applicant's questions regarding their rights and responsibilities under the ADA regarding the certification process.
3. The CSR will record the use of any mobility devices and if appropriate.
4. The applicant is monitored during entry in the front door, check in process, waiting room, and until departure. Observations are recorded as the initial part of the observation process.
5. While waiting for the interview, the applicant may be provided with information on the Taxi Scrip and Mileage Reimbursement programs. Assistance may be provided to the applicant with completing applications.

### *Interview*

After the Registration and Intake process with the CSR is complete, the Evaluator will conduct the confidential interview in the private meeting room. The interview will consist of initial interview transit questions within, but not limited to, the ASMS software. Individualized follow-up questions will be asked depending upon the applicant's response to initial questions and information presented.

If information obtained from initial observation, interview, and documentation provided by the applicant provides the Evaluator with enough information to make an eligibility determination, the in-person portion of the evaluation will be completed, the information documented, and the eligibility determination made. Applicants whose eligibility cannot be determined after completion of the interview will proceed to transit-specific functional testing.

### *Functional Testing*

Cognitive functional testing is embedded in the interview process. However, some additional cognitive testing may also be integrated into the physical functional testing process as appropriate. After the interview portion of the evaluation is complete, if there is not enough information to make a paratransit eligibility determination, physical functional testing will be performed along with additional cognitive testing as appropriate.

Physical functional testing is performed primarily in the outdoor area surrounding the NVTa office building. Functional testing can include, but is not limited to, the following:

1. Record the applicant's ability to follow directions during the functional transit skills course.
2. Record the applicant's heart rate and blood oxygen saturation before, during, and upon completion of the functional transit skills course.
3. Make observations of any signs of fatigue or shortness of breath.
4. Observe and record the applicant's:
  - a. Mobility – walking or wheeling a minimum of distance 300 ft.
  - b. Ability to traverse a 10% grade
  - c. Ability to ascend a 6-8 inch curb
  - d. Ability to travel over different surfaces (e.g. asphalt, sidewalk, uneven)
  - e. Ability to use their assistive device (e.g. power wheelchair or scooter)
  - f. Ability to negotiate a cut curb
  - g. Ability to cross, accompanied, a non-arterial 2-lane street
  - h. Ability to maneuver into a space measuring the size of a wheelchair lift platform (30 in. X 48 in.), when using a mobility device
  - i. Ability to tell time, count money, recognize bus routes, numbers, and landmarks
  - j. Ability to pay bus fare
  - k. Ability to function without being a danger to self and to others

Additional testing using a bus may occur if needed, provided that NVTa is able to provide a bus on evaluation days. The functional testing will continue until sufficient information is gathered to make an eligibility determination. After completing functional testing, the applicant is asked to proceed to the waiting area for the departure pick-up.

The on-site CSR alerts the applicant when their departure transportation arrives.

### *Determination, Quality Review and Mailout*

After the in-person appointment is completed, the Evaluator completes all evaluation documentation and makes the determination on the totality of the information obtained.

When determining an applicant's eligibility, the Evaluator considers such factors as:

1. The applicant's functional mobility by wheeling or walking
2. The ability to follow directions from their arrival to the time of departure

3. Information presented by the applicant and their responses during the interview
4. Observations of the applicant's sitting, standing, walking/wheeling tolerance and ability
5. Heart rate and blood oxygen saturation levels during rest and during activity throughout the evaluation
6. Observations of effort such as fatigue and shortness of breath
7. Cognitive ability to discuss and/or complete the navigation of a trip

The Evaluator also determines the need for an applicant to travel with a Personal Care Attendant (PCA) to successfully complete a paratransit trip.

Applicants are assigned to one of the following eligibility categories:

- Unconditional (with or without an autorenewal designation)
- Conditional
- Temporary
- Not Eligible

#### *Autorenewal by Mail*

C.A.R.E. will designate for "Autorenewal" those applicants that receive Unconditional eligibility and who also meet specific criteria. Those customers with Unconditional eligibility who are designated for Autorenewal may apply for recertification at the end of the three-year eligibility period by completing a short paper form instead of repeating the in-person assessment. A renewal by mail letter and form are sent prior to the eligibility expiration date. This form is then mailed back, processed by C.A.R.E., and input into ASMS and RED. An updated ID card and eligibility packet is sent along with the eligibility renewal letter.

Autorenewal is not a requirement of the ADA, however, it is permitted by the ADA. With that understanding, the criteria for Autorenewal designation during the in-person evaluation is that the applicant's condition is unlikely to improve regardless of new medical technology, treatments, or procedures.

Examples of circumstances that warrant an Autorenewal designation are advanced Alzheimer's or senile dementia, severe cognitive deficits, severe physical deficits for which a change in mobility device would not significantly improve functional mobility, and degenerative disorders.

#### *Documentation, Quality Assurance and NVT Review*

The ASMS software contains full documentation stating the applicant information and assessment data that lead to the determination. It also contains the information to be included in the determination letter.

Each evaluation is reviewed as part of the C.A.R.E. Quality Assurance process during the seven-business-day period provided before evaluation documentation and determinations are

ready for NVTa to review. The evaluations and determinations are available to NVTa through direct query of ASMS within seven days of the in-person evaluation date for review.

#### *Mailing the Determination Letter and Entry into RED*

An evaluation determination letter is mailed to the applicant within 21 days of the interview. The letter communicates the length of eligibility whether three years for Unconditional and Conditional, or an alternate length of time for temporary eligibility. Conditional trips are specified designating the conditions under which paratransit services will be made available. The Not Eligible letter explains the applicant does not qualify for services based upon the information and observations provided during the evaluation. Letters include information about appeals. Included with the determination of certified applicants is the laminated paratransit ID card and the Vine Transit User's Guide. The applicant data is then input into the Regional Eligibility Database (RED).

#### *Client Database System*

C.A.R.E. Evaluators currently successfully uses a custom-designed software program, the Access Services Management System (ASMS), to perform in-person functional assessments and to manage applicant and reporting information. A separate database will be created for NVTa and will be accessible only by NVTa designees using a login and password through a secure website.

ASMS enables our certification process to be standardized to provide equal and fair evaluation and treatment of all applicants. Our certification process allows for comprehensive assessments for all types of disabilities and functional issues that relate to using public transit. ASMS allows our Evaluators to efficiently and accurately document their evaluation findings. Based on the documentation embedded in ASMS and the standardization it provides, eligibility decisions are more reliable and consistent between Evaluators.

ASMS enhances data management capabilities, giving NVTa the ability to review cases and eligibility decisions, print applicant related information, and to produce reports at their desktop via a secure internet website.

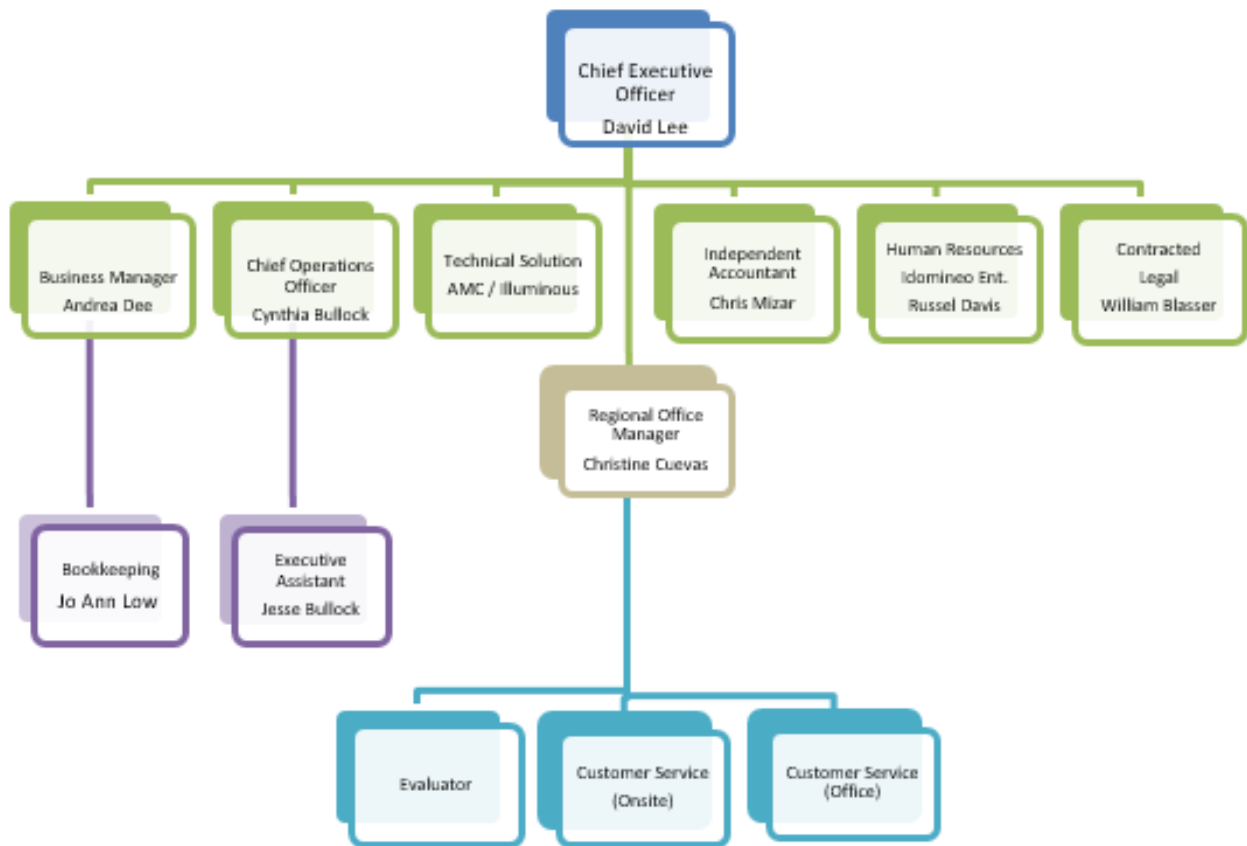
C.A.R.E. will create a separate Mobility Management tab in ASMS for the input and storage of information for the Taxi Scrip and Mileage Reimbursement programs. C.A.R.E. will work with NVTa staff to custom design software to include data fields and reporting that meets their requirements. This will give NVTa desktop access to all reporting.

C.A.R.E. contracts with AMC Solutions, located in Southern California, for IT support and server support services. AMC implemented enhanced security and backup systems for ASMS to ensure the safety of ASMS data. This includes local backup, remote replication, and virtual replication for the protection of data.



## Staffing and Project Organization

C.A.R.E. Organization Chart – Northern California Region



While the primary project management contact will be the Regional Office Manager, C.A.R.E. is committed to a strong corporate presence and team approach in project management. This approach has many benefits including strong program quality oversight, maintaining competitive pricing, introducing program improvements based upon innovations implemented in other C.A.R.E. contracts, continuity of quality service in the event of the absence of the local manager, and the ability to support the local manager during fluctuations in work volume.

### Corporate Staff

Please see Appendix C for information about Corporate Staff Qualifications.

## Local Management

### *Regional Office Manager*

Christine Cuevas, Regional Office Manager, will be the local Project Manager and supervisor. Ms. Christine Cuevas has been the Regional Office Manager for the past three years. Since C.A.R.E. provides paratransit evaluation services for other agencies in the region, Ms. Cuevas brings a thorough understanding of local transit issues to the program. Ms. Cuevas is already familiar with the RED system. In addition, Ms. Cuevas is bilingual in English and Spanish, and is, therefore, equipped to train Spanish-speaking staff and assist Spanish-speaking customers.

Please see the resume included in Appendix C.

## Cost Proposal

### Potential Areas of Cost-Savings

C.A.R.E. proposes beginning on-site services at two-three times per month instead of four times per month (once per week) as specified in the RFP. It is believed the number of anticipated evaluations projected can be accommodated with fewer on-site visits, therefore saving NVTA on the hourly rates for in-person evaluation.

As an option, NVTA could elect to not send a Customer Service Representative for onsite in-person evaluations. The Customer Service Onsite hourly rate has been separated from the Evaluator rate to allow for the elimination of this staff member onsite. Although C.A.R.E. presents this option, NVTA should be aware this is not our normal model. C.A.R.E. recommends that a Customer Service Representative is important to see applicants on and off the bus, check them in and answer questions, and supervise applicants while they are waiting. C.A.R.E. believes that the medical and cognitive challenges many applicants present necessitates a staff member be available to supervise the waiting area.

The Evaluator and Customer Service On-site hourly rates have been separated to allow the Evaluator to leave the site when they have concluded their work while the Customer Service Representative remains on-site to supervise applicants that are awaiting return trips. This provides cost reduction in hourly charges when possible.

Postage and Translations will be invoiced as a pass-through expense with no markup. Projections for postage and translations are not included in these pricing forms. The objective of these items being pass-through is as a cost-savings measure so that NVTA is only paying for exactly what is used. Postage and translation (if any) will be in addition to the Not to Exceed budget provided under the contract of this RFP.

## Cost Proposal Forms

### YEAR ONE

### ANNUAL TOTAL

#### a. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)

|    |          |   |           |    |        |
|----|----------|---|-----------|----|--------|
| \$ | 4,815.58 | X | 12 MONTHS | \$ | 57,787 |
|----|----------|---|-----------|----|--------|

#### b. VARIABLE COST\*      OPERATIONS

|    |       |   |                               |    |        |
|----|-------|---|-------------------------------|----|--------|
| \$ | 43.00 | X | 416 Evaluator ESTIMATED HOURS | \$ | 17,888 |
|----|-------|---|-------------------------------|----|--------|

|    |       |   |                                      |    |        |
|----|-------|---|--------------------------------------|----|--------|
| \$ | 30.00 | X | 416 Customer Service ESTIMATED HOURS | \$ | 12,480 |
|----|-------|---|--------------------------------------|----|--------|

|                       |    |        |
|-----------------------|----|--------|
| SUBTOTAL FOR YEAR ONE | \$ | 88,155 |
|-----------------------|----|--------|

Please submit a cost proposal worksheet for each year of the contract period.  
The cost proposal must include all costs incurred by CONTRACTOR in providing the services contemplated under this Agreement.

Signature of individual authorized to submit proposal on behalf of Proposer

Authorized Signature



Title

Chief Executive Officer

Date

February 7, 2017

Phone Number

949.230.1792

Email

[david@careevaluators.com](mailto:david@careevaluators.com)

Fax Number

949.448.8037

Addendum note to Year One Cost Proposal Worksheet.

Please note this worksheet does not provide for initial startup costs.

The Year One budget can be modified as below:

### ANNUAL TOTAL

|                       |    |        |
|-----------------------|----|--------|
| SUBTOTAL FOR YEAR ONE | \$ | 88,155 |
|-----------------------|----|--------|

|               |    |       |
|---------------|----|-------|
| STARTUP COSTS | \$ | 6,258 |
|---------------|----|-------|

|                |    |        |
|----------------|----|--------|
| TOTAL YEAR ONE | \$ | 94,413 |
|----------------|----|--------|

**ATTACHMENT B**  
**COST PROPOSAL WORKSHEET**

| <b><u>YEAR TWO</u></b>                                      |          |   |                                      |    | <b><u>ANNUAL TOTAL</u></b> |
|---|----------|---|--------------------------------------|----|----------------------------|
| <b><u>a. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u></b> |          |   |                                      |    |                            |
| \$  | 4,957.67 | X | 12 MONTHS                            | \$ | 59,492                     |
| <b><u>b. VARIABLE COST*</u></b>                             |          |   |                                      |    |                            |
|   |          |   | OPERATIONS                           |    |                            |
| \$  | 45.00    | X | 416 Evaluator ESTIMATED HOURS        | \$ | 18,720                     |
| \$  | 31.00    | X | 416 Customer Service ESTIMATED HOURS | \$ | 12,896                     |
| SUBTOTAL FOR YEAR TWO                                       |          |   |                                      | \$ | 91,108                     |

**ATTACHMENT B**  
**COST PROPOSAL WORKSHEET**

| <b><u>YEAR THREE</u></b>                                    |          |   |                                      |    | <b><u>ANNUAL TOTAL</u></b> |
|---|----------|---|--------------------------------------|----|----------------------------|
| <b><u>a. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u></b> |          |   |                                      |    |                            |
| \$  | 5,104.00 | X | 12 MONTHS                            | \$ | 61,248                     |
| <b><u>b. VARIABLE COST*</u></b>                             |          |   |                                      |    |                            |
|   |          |   | OPERATIONS                           |    |                            |
| \$  | 47.00    | X | 416 Evaluator ESTIMATED HOURS        | \$ | 19,552                     |
| \$  | 32.00    | X | 416 Customer Service ESTIMATED HOURS | \$ | 13,312                     |
| SUBTOTAL FOR YEAR THREE                                     |          |   |                                      | \$ | 94,112                     |

## COST PROPOSAL DETAIL FOR THE NAPA VALLEY TRANSPORTATION AUTHORITY

| <u>Fixed Costs</u>                      | YEAR<br>ONE | YEAR<br>TWO | YEAR<br>THREE | TOTAL      |
|---|-------------|-------------|---------------|------------|
| Management Wages                        | \$ 7,100    | \$ 7,313    | \$ 7,532      | \$ 21,945  |
| Management Benefits                     | \$ 1,218    | \$ 1,255    | \$ 1,292      | \$ 3,765   |
| Evaluation Staff Wages                  | \$ -        | \$ -        | \$ -          | \$ -       |
| Evaluation Staff Benefits               | \$ -        | \$ -        | \$ -          | \$ -       |
| Customer Service Staff Wages            | \$ 18,792   | \$ 19,356   | \$ 19,936     | \$ 58,084  |
| Customer Service Staff Benefits         | \$ 4,085    | \$ 4,208    | \$ 4,334      | \$ 12,626  |
| Performance Bond                        | \$ 733      | \$ 733      | \$ 733        | \$ 2,200   |
| Office Supplies                         | \$ 1,200    | \$ 1,236    | \$ 1,273      | \$ 3,709   |
| Materials and Supplies                  | \$ 280      | \$ 288      | \$ 297        | \$ 865     |
| Facility Costs (if applicable)          | \$ 140      | \$ 144      | \$ 149        | \$ 433     |
| Other Equipment (List)                  | \$ -        | \$ -        | \$ -          | \$ -       |
| Software Maintenance and Support        | \$ 9,600    | \$ 9,888    | \$ 10,185     | \$ 29,673  |
| Recruiting and Background Checks        | \$ 150      | \$ 155      | \$ 159        | \$ 464     |
| Telephones                              | \$ 480      | \$ 494      | \$ 509        | \$ 1,484   |
| Insurance                               | \$ -        | \$ -        | \$ -          | \$ -       |
| Management Fee & Profit                 | \$ 14,009   | \$ 14,422   | \$ 14,848     | \$ 43,279  |
| Subtotal (Fixed Costs)                  | \$ 57,787   | \$ 59,492   | \$ 61,248     | \$ 178,527 |
| One-Time Start-up Costs                 | \$ 6,258    |             |               | \$ 6,258   |
|   |             |             |               |            |
| <u>Variable Costs</u>                   |             |             |               |            |
| Hourly rate for Evaluations             | \$ 43.00    | \$ 45.00    | \$ 47.00      |            |
| Hourly rate for Customer Service Onsite | \$ 30.00    | \$ 31.00    | \$ 32.00      |            |

Base your proposal on an assumption of 150-200 applications per year for each year for ADA Paratransit, 70-110 applications for the Mileage Reimbursement Program, and 100-150 applications for the Taxi Scrip Program.

### Startup Costs

Startup costs are included in Year 1 with a detail included below. Regional Manager time will not be billed. Software startup customization is incorporated into the monthly fee.

#### Startup Costs (Not Included on Costing Forms)

|  | Quantity | Price (Including tax and delivery) | Total Cost      |
|--|----------|------------------------------------|-----------------|
| Labor  |          |                                    |                 |
| Initial Training - Evaluator                     | 16       | \$ 43.00                           | \$ 688          |
| Initial Training - Customer Service              | 32       | \$ 30.00                           | \$ 960          |
| Subtotal Labor                                   |          |                                    | \$ 1,648        |
|  |          |                                    |                 |
| Other Direct Costs (ODC)                         |          |                                    |                 |
| Laptop Computer with mouse                       | 2        | \$ 850                             | \$ 1,700        |
| Computer Setup Fees                              | 2        | \$ 300                             | \$ 600          |
| Printer/Scanner with cables and ink              | 1        | \$ 400                             | \$ 400          |
| Cell Phone/Setup                                 | 1        | \$ 80                              | \$ 80           |
| Software Customization (included in monthly fee) |          |                                    | \$ -            |
| Subtotal Non-Labor                               |          |                                    | \$ 6,076        |
|  |          |                                    |                 |
| Management Fee on ODCs 3%                        |          |                                    | \$ 182          |
|  |          |                                    |                 |
| <b>Total Startup</b>                             |          |                                    | <b>\$ 6,258</b> |

### Pass Through Costs

Postage and Translations (if needed) will be invoiced as pass-through costs with no markup. Estimates for these costs are not included in this pricing.

### Invoice Form

An example of a C.A.R.E. invoice is below. C.A.R.E. can modify this template as requested by NVT.A.

# C.A.R.E. evaluators

Month dd, 2017  
INVOICE #20170101

Billed to:  
Napa Valley Transportation Authority  
Attn: Name of Contact  
625 Burnell Street  
Napa, CA 94559

Remit Payment to:  
C.A.R.E. Evaluators, Inc.  
Attn: David Lee, Project Mgr.  
27068 La Paz Rd., #415  
Aliso Viejo, CA 92656-3041  
Tax Payer ID # C3733115

## INVOICES FOR OCTA PARATRANSIT CERTIFICATION SERVICES:

Agreement Number xxxxxxx

Current Due for the period of Month 2017

Monthly FFP \$ x,xxx.xx

Evaluator Hours: XX hours @ \$xx.xx \$ x,xxx.xx

**Total Amount Due** | \$ x,xxxx.xx

## CERTIFICATION FOR REQUEST FOR PAYMENT

I hereby certify, to the best of my knowledge and belief, that:

The amounts requested are only for performance in accordance with the terms and conditions of Agreement No. xxxxxxx.

Payments to subcontractors and suppliers have been made from previous payments received under Agreement No. C-5-3706, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with the subcontract agreements.

This request for progress payments does not include any amount which the Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

\_\_\_\_\_  
David T.W. Lee, C.E.O.  
Project Manager

\_\_\_\_\_  
Date

## Exceptions to the Agreement

### Exception - Option Years

The cost proposal worksheets provided in the RFP reflect years 1 – 3 and do not include the two option years referred to in the RFP. C.A.R.E. proposes a contract exception referencing the cost proposal to include a 3% increase for Option Year 4, and an additional 3% increase for Option Year 5. This increase allows for raises to be provided to employees and to cover other direct cost increases.

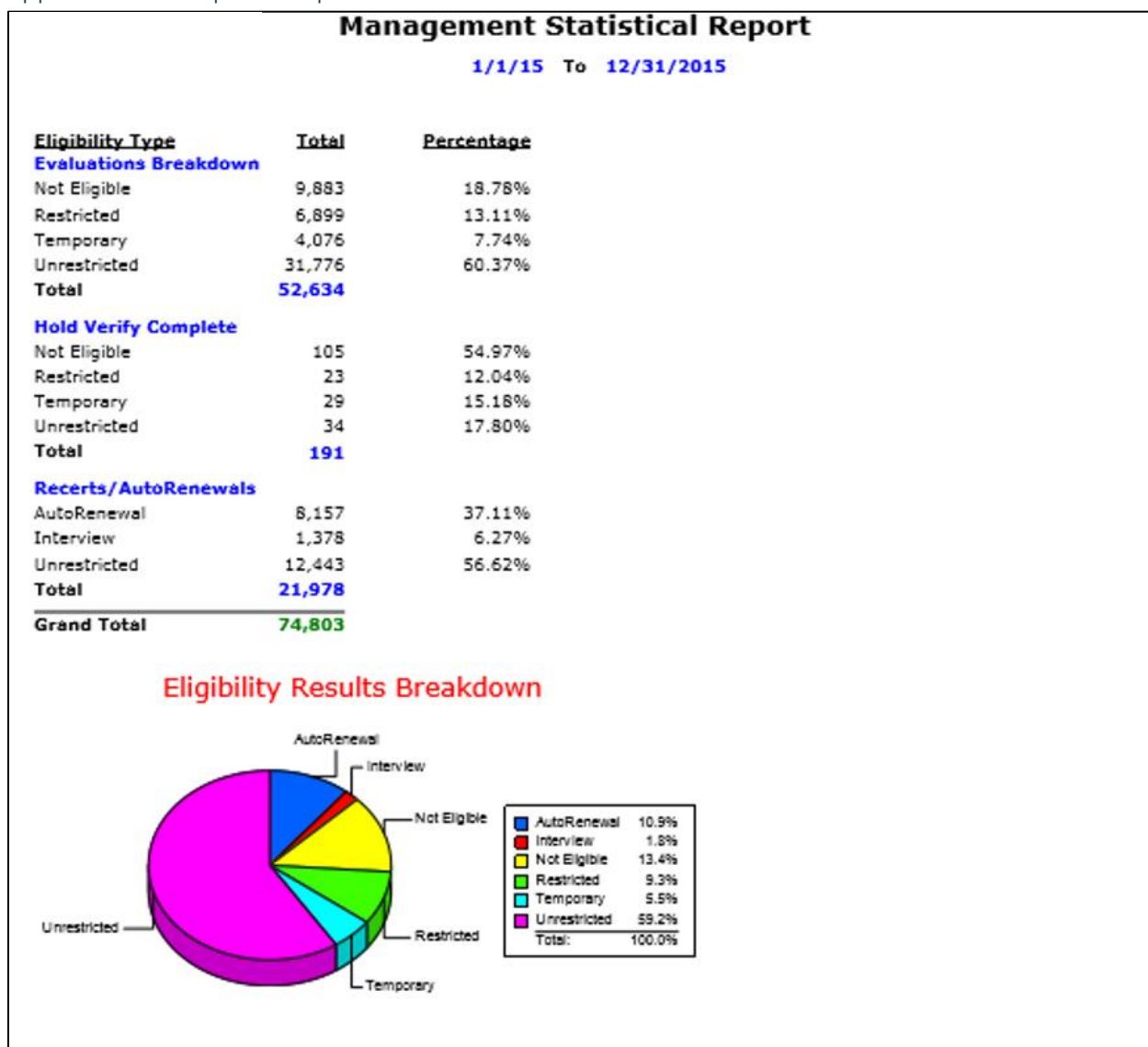
C.A.R.E. also proposes the two option years be exercised at the discretion of either NVTa or C.A.R.E.

## Exception – Government Mandates

C.A.R.E. proposes an exception to allow for contract renegotiations should there be a government mandated increase to minimum wage, which may contribute to wage compression, or other government mandated labor, benefits, or non-labor expenses not in place or anticipated at the time of this negotiation. C.A.R.E. will only request renegotiation due to government mandated changes if it is believed that the changes cannot be accommodated within the current price.

## Appendices

### Appendix A - Sample of Reports





## Application Totals By Result

1/1/15 To 12/31/15

| <u>Eligibility Type</u> | <u>Total</u>  | <u>Percentage</u> |
|-------------------------|---------------|-------------------|
| Denied                  | 9,998         | 10.01%            |
| No Application          | 47,280        | 47.33%            |
| Temporary               | 4,065         | 4.07%             |
| Trip-By-Trip            | 6,917         | 6.92%             |
| Unrestricted            | 31,643        | 31.67%            |
| <b>Grand Total</b>      | <b>99,903</b> | <b>100.00%</b>    |

## ASI Uploaded Evaluation Totals By Date

Date Count

### January 5

|                      |            |
|----------------------|------------|
| <b>Certs/Recerts</b> | <b>184</b> |
| Certs/Recerts        | 184        |
| <b>Recerts/AppI</b>  | <b>74</b>  |
| Recert - AutoRenew   | 68         |
| RecertApp            | 6          |
| <b>Subtotal:</b>     | <b>258</b> |

### January 6

|                      |            |
|----------------------|------------|
| <b>Certs/Recerts</b> | <b>203</b> |
| Certs/Recerts        | 203        |
| <b>Recerts/AppI</b>  | <b>7</b>   |
| RecertApp            | 6          |
| ReCertIP             | 1          |
| <b>Subtotal:</b>     | <b>210</b> |

### January 7

|                      |            |
|----------------------|------------|
| <b>Certs/Recerts</b> | <b>201</b> |
| Certs/Recerts        | 201        |
| <b>Recerts/AppI</b>  | <b>203</b> |
| Recert - AutoRenew   | 75         |
| RecertApp            | 120        |
| ReCertIP             | 8          |
| <b>Subtotal:</b>     | <b>404</b> |

### January 8

|                      |            |
|----------------------|------------|
| <b>Certs/Recerts</b> | <b>200</b> |
| Certs/Recerts        | 200        |
| <b>Recerts/AppI</b>  | <b>192</b> |
| Recert - AutoRenew   | 140        |
| RecertApp            | 41         |
| ReCertIP             | 11         |
| <b>Subtotal:</b>     | <b>392</b> |

## Appendix B – Forms

### Attachment E – Signature Page of Federal Required Contract Clauses

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, C.A.R.E. Evaluators, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

David T.W. Lee, P.T., C.E.O.  
David T.W. Lee, P.T., C.E.O.  
02/07/17

Signature of CONTRACTOR's Authorized Official  
Name and Title of CONTRACTOR's Authorized Official  
Date

#### **11. ACCESS TO RECORDS AND REPORTS**

##### **49 U.S.C. 5325**

##### **18 CFR 18.36 (i)**

##### **49 CFR 633.17**

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the CONTRACTOR agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, CONTRACTOR agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO CONTRACTOR, access to the CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, CONTRACTOR agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

## ATTACHMENT H

### DISCLOSURE FORM

#### DISCLOSURE OF GOVERNMENTAL POSITIONS

The Prospective CONTRACTOR hereby discloses that the following officers and employees of the CONTRACTOR currently hold the following positions with the identified governmental agency or held such position in the past 12 months.

Name of Owner/Employee N/A

Name of the Governmental Agency N/A

Complete Address of Government Agency N/A

Governmental Position, (e.g. Director, officer and employee) N/A

Signature: Daniel W. Lee, P.E., CEO Title: C.E.O.

Firm: C.A.R.E. Evaluators, Inc. Date: 02/07/2017

---

#### DISQUALIFICATION QUESTIONNAIRE

The CONTRACTOR shall complete, under penalty of perjury, the following questionnaire: Has the CONTRACTOR, any officer of the CONTRACTOR, or any employee of the CONTRACTOR who has proprietary interest in the CONTRACTOR, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes         
No   X  

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Attachment I-1 Local Agency Proposer DBE Information (Proposer Contracts)

[illegible]

## Attachment I-2 DBE Information – Good Faith Efforts

Federal-aid Project No. RFP No. 2017-01 Bid Opening Date 1/10/17

NVTA established an Disadvantaged Business Enterprise (DBE) goal of 2.2 % for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

| Publications                                  | Dates of Advertisement |
|---|------------------------|
| N/A Bidder C.A.R.E. Evaluators, Inc. is a DBE |                        |
|   |                        |
|   |                        |

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

| Names of DBEs<br>Solicited                    | Date of Initial<br>Solicitation | Follow Up Methods<br>and Dates |
|---|---------------------------------|--------------------------------|
| N/A Bidder C.A.R.E. Evaluators, Inc. is a DBE |                                 |                                |
|   |                                 |                                |
|   |                                 |                                |
|   |                                 |                                |
|   |                                 |                                |

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

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

| Items of Work | Bidder Normally Performs Item (Y/N) | Breakdown of Items | Amount(\$) | Percentage Of Contract |
|---------------|-------------------------------------|--------------------|------------|------------------------|
|---------------|-------------------------------------|--------------------|------------|------------------------|

Items Functional Assessments to Determine Eligibility for ADA Paratransit Services and Management of the Application Process for NVTa Mobility Program, YES C.A.R.E. Evaluators, Inc. Performs these items, in the Amount of \$279,633.00 at 100% of Contract for three years.

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

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

N/A Bidder C.A.R.E. Evaluators, Inc. is a DBE proposed for this contract at 100%

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

C.A.R.E. Evaluators, Inc. 27608 La Paz Road, #415, Aliso Viejo, CA 92656

(949) 230 1792

Sole Officer David T.W. Lee, P.T, C.E.O.

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

C.A.R.E. Evaluators, Inc. is currently fully insured and has pre bonding approvals for contact amounts up to 2 million

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

N/A Bidder C.A.R.E. Evaluators, Inc. is a DBE



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

| Name of Agency/Organization | Method/Date of Contact | Results |
|-----------------------------|------------------------|---------|
| N/A                         |                        |         |
|                             |                        |         |
|                             |                        |         |

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

|     |
|-----|
| N/A |
|     |

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

## **CHRISTINE CUEVAS**

---

### **Experience:**

October 2013-Present:

**C.A.R.E. Evaluators Inc.**  
**Northern California Region**  
Regional Operations Manager

- Responsible for the daily operations, management and staffing of 10 In-Person Paratransit Eligibility Evaluation contracts in 3 Bay Area Counties. Contracts include: San Mateo Redi-Wheels program; Solano Transit Authority-DART, SolTrans, City Coach, Read-Ride & Delta Breeze programs; Santa Rosa City Bus Paratransit; and Petaluma Paratransit Programs
- Manage 18 staff members
- Manage scheduling appointment scheduling for all contracts
- Manage Records processing: Ensure all client correspondences are delivered within the FTA 21-day guideline. Manage database entries into proprietary database systems and RED.
- Coordinate off-site evaluations at C.A.R.E Facilities, Nursing Homes and Senior Community Centers when required by contracts.
- Manage Regional office
- Participate in community awareness meeting/events. Attend PCC and other industry related meeting events as required.
- Meet with contract representatives on a quarterly basis to ensure all aspects of the program requirements are met.
- Analyze operations and implement improvement
- Train and develop staff
- Produce reports for corporate management and contract administrators
- Ensure quality standards are upheld and customer service remains high

November 2002 to Sept. 2011:

**Extended Stay Hotel Company**  
**San Francisco Bay Area**  
Regional Director of Sales, Multi-Properties

- Accountable for driving sales, new revenue and occupancy into 11 bay area properties spanning 3 separate markets; Fremont, San Mateo and the Tri-Valley.
- Promoted Brand Awareness of the largest supplier of extended stay lodging consisting of Homestead Studio Suites, Extended Stay America and Extended Stay Deluxe brands.
- Prepared Annual Sales Action Plan and Marketing Strategies. Put best practice systems in place, contributed in developing new SOP's and trained GM's, Assistant GM's and Front Desk staff to do telemarketing, cold calls and generate sales leads. Maintained local Corporate, National Accounts; Government and Vertical Market Accounts, through appointment/maintenance & cold calls, blitzes and customer appreciation lunches.
- Made sales goal/quota as outlined by VP of Sales in excess of 5.5 million.



July 2000 to October 2002:

**Woodfin Suites Hotel  
Emeryville, CA**

Sr. Sales & Catering Manager

- Opened 202 new Full Service All Suite Hotel. Generated local client awareness through blitzes, cold calls, hardhat tours, onsite lunches, industry trade shows and advertising. Developed Sales and Marketing Plan, New Banquet & Catering Menus and SOP's. Made sales quotas as outlined Sales & Marketing Plan. Generated top revenue through local corporate account development & State Government Markets. Managed 6000 sq. ft. of function space, and 8 banquet/restaurant employees.

March 1998 to June 2000:

**Courtyard by Marriott  
Richmond, CA**

Sr. Sales & Catering Manager

- One-person sales operation responsible for all Market Segments: key focus on Local Corporate, University, SMERF, Government Sales and Refinery business. Solicitation of new business through cold calls, telemarketing and existing account saturation. Training and Staff development.
- Completed all correspondences and follow-up as required. Exceeded all sales and catering revenue goals year over year.

March 1996 to Dec 1997:

**Days Inn, Great America Parkway  
Santa Clara, CA**

Sr. Sales & Catering Manager

- One-person sales operation responsible for all Market Segments: key focus on Local Corporate, University, SMERF and Government Sales. Solicitation of new business through cold calls, telemarketing and existing account saturation. Responsible for 3000 sq. ft. of function space and staff. Completed all correspondences and follow-up as required/needed. Exceeded all sales and catering revenue goals year over year.

April 1993 to December 1995:

**Crowne Plaza Hotel  
Burlingame, CA**

Executive Assistant to Director of Sales/Tour  
& Travel Manager

August 1988 to April 1993:

**Clarion Hotel  
Millbrae, CA**

Front Desk Supervisor

### **Participations & Certifications:**

|               |   |
|---------------|---|
| May 1998-2003 | Member of Sacramento Chapter SGMP                             |
| March 1999    | Graduate of Marriott Sales Edge School, Atlanta, CA           |
| May 2000-2003 | SGMP Educational Conference                                   |
| June 2000     | Certified Completion of Marriott Sales University, Burlingame |
| January 2001  | Certified Completion of Woodfin Sales Advantage, Kansas City  |
| January 2004  | Certified Completion of Integrity Selling, Atlanta, Ga.       |

### **Education:**

|              |   |
|--------------|---|
| 1984 to 1986 | Skyline College, San Bruno, Ca - Hospitality Management   |
| 1980 to 1983 | Balboa High School, San Francisco, Ca – General Education |

### *Corporate Staff Qualifications*

#### ***Chief Executive Officer (C.E.O.)***

The C.E.O. and founder of C.A.R.E. is David Lee, P.T. As C.E.O., Mr. Lee has ultimate authority over implementation of the contract. Mr. Lee is a licensed physical therapist with 33 years of experience in the paratransit field, and is an expert in the area of mobility management, travel training, and paratransit evaluations. Mr. Lee continues to stay abreast of the latest information in the field of transit for people with disabilities, and the application and development of new technologies for improving evaluation and training of the customers he serves. As C.E.O. of C.A.R.E., Mr. Lee will maintain direct contact with the Regional Office Manager to ensure that the support of the entire company is behind the program. Company-wide innovation for program improvement and quality are his areas of expertise. He will be directly involved on-site during part of the mobilization phase of the contract.

#### ***Chief Operations Officer (C.O.O.)***

The C.O.O. is Cynthia Bullock. Ms. Bullock has been with C.A.R.E. since 2011. Ms. Bullock has responsibility for overall company oversight of operations. She coordinates the internal operational activities of the organization to ensure that they are in accordance with policies, goals, and objectives established by the Chief Executive Officer. Ms. Bullock coordinates operations across contracts, conducts development of the operational skills of managers and leads, and monitors the operational flow of all contracts through both data analysis and management interactions. She ensures new information and process improvements are shared across contracts so that quality and efficiency are maximized. She assists the C.E.O. with the implementation of new technologies and innovation. As C.O.O., Ms. Bullock will be involved in management support throughout the contract.

Ms. Bullock has a B.A. in Psychology and an M.A. in Education with an emphasis in adult curriculum development. Her analytic and problem-solving abilities honed as a Behavior Analyst, combined with her background in human resources, have served her well as she has brought operational and administrative improvements to C.A.R.E. She brings to her position a strong focus on staff training and the use of proactive management strategies and technology to improve processes.

### *Business Manager*

The Business Manager is Andrea Dee. The Business Manager is responsible for the financial and contractual aspects of the company. She monitors the financial performance of all programs. The Business Manager assists the C.E.O. in all contract and subcontract negotiations. She provides support to the C.E.O. and works closely with the C.O.O. to ensure the successful implementation of all programs. She assists the C.E.O. with implementation of innovation and improvements between contracts.

Ms. Dee has a strong background in the management of multimillion dollar programs for large corporations. She has also worked on a corporate team whose mission was to make the programs that were unsuccessful both successful and profitable, and was pivotal in revitalizing these programs. Her background in contracts and project management has made her a strong asset to C.A.R.E. as its Business Manager. Her primary location is Southern California.



## REQUEST FOR PROPOSALS

To provide

### **NAPA VALLEY TRANSPORTATION AUTHORITY'S (NVTA) FUNCTIONAL ASSESSMENTS TO DETERMINE ELIGIBILITY FOR ADA PARATRANSIT SERVICES AND MANAGEMENT OF THE APPLICATION PROCESS FOR NVTA'S MOBILITY PROGRAM**

**RFP No. 2017-01**

Dear Proposers:

The Napa Valley Transportation Authority (NVTA) is issuing a Request for Proposals (RFP) for NAPA VALLEY TRANSPORTATION AUTHORITY'S (NVTA) FUNCTIONAL ASSESSMENTS TO DETERMINE ELIGIBILITY FOR ADA PARATRANSIT SERVICES AND MANAGEMENT OF THE APPLICATION PROCESS FOR NVTA'S MOBILITY PROGRAM. NVTA invites 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 the NVTA administrative office at (707) 259-8780 or download the document in PDF format from our website [www.nvta.ca.gov](http://www.nvta.ca.gov). All inquiries pertaining to this RFP should be emailed to Renee Y. Kulick, Administrative Technician, at the following email address: [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov). Response to all questions submitted will be answered in accordance with the Procurement Schedule for this RFP.

**Proposals must be received no later than 2:00 PM (local), on February 07, 2017.**

Late proposals will not be considered.

Proposals will be accepted either by hand delivery or by mail addressed as follows:

Kate Miller  
Executive Director  
Napa Valley Transportation Authority  
625 Burnell Street.  
Napa, CA 94559  
RFP No. 2017-01

All correspondence and transmittals should be complete, sealed, and clearly marked as "**Proposal Submittal RFP # 2017-01**" and should indicate the date and time of RFP closing. The proposer shall submit one (1) original proposal, seven (7) copies, and one (1) on digital media (USB Flash drive/CD) (nine (9) in total).

We look forward to receiving your proposal.

Sincerely,

  
KATE MILLER  
Executive Director

# REQUEST FOR PROPOSALS

To provide .

**NAPA VALLEY TRANSPORTATION AUTHORITY'S (NVTA)  
FUNCTIONAL ASSESSMENTS TO DETERMINE ELIGIBILITY FOR ADA  
PARATRANSIT SERVICES AND MANAGEMENT OF THE  
APPLICATION PROCESS FOR NVTA'S MOBILITY PROGRAM**

**RFP No. 2017-01**

Issued by:

**Napa Valley Transportation Authority**

Tuesday, January 10, 2017

**RESPONSES DUE:**

**TUESDAY, FEBRUARY 7, 2017 – 2:00 PM (Local)**

at the

**Napa Valley Transportation Authority  
625 Burnell Street  
Napa, CA 94559**

Release of RFP authorized by:

  
\_\_\_\_\_  
Kate Miller, NVTA Executive Director

  
\_\_\_\_\_  
Date

## PROCUREMENT SCHEDULE

### KEY RFP DATES

|   |                                    |
|---|------------------------------------|
| Issue Date                                | January 10, 2017                   |
| Pre-proposal Conference                   | January 17, 2017 – 1:00 PM (Local) |
| Deadline for Submitting Written Questions | January 20, 2017 – 2:00 PM (Local) |
| Answers to Written Questions Posted       | January 25, 2017                   |
| Deadline for Proposal Submittal           | February 7, 2017 – 2:00 PM (Local) |
| Interviews (tentative)                    | February 17, 2017, Time TBD        |
| Final Selection (tentative)               | February 22, 2017                  |
| Award Contract                            | March 23, 2017                     |

## Request for Proposal

### RFP No. 2017-01

#### **NAPA VALLEY TRANSPORTATION AUTHORITY'S (NVTA) FUNCTIONAL ASSESSMENTS TO DETERMINE ELIGIBILITY FOR ADA PARATRANSIT SERVICES AND MANAGEMENT OF THE APPLICATION PROCESS FOR NVTA'S MOBILITY PROGRAM**

### SECTION 1 – INTRODUCTION

The Napa Valley Transportation Authority (herein referred as “NVTA” or “AGENCY” or “Vine Transit”) is a joint powers authority (JPA) established in June of 1998 with members including the cities of American Canyon, Calistoga, Napa, St. Helena, 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 for the highways, streets and roads, transit and paratransit, bicycle and pedestrian improvements located within the county.

NVTA operates the Napa Vine Transit services. Napa Vine provides inter-county/city transit services between Napa Valley and the Counties of Sonoma, Solano, and Contra Costa. VineGo is the complementary paratransit service for Napa County's residents. In addition, the NVTA Vine Transit services include American Canyon Transit, St. Helena Shuttle, the Yountville Trolley, and the Calistoga Shuttle. The fleet consists of 75 vehicles and provides roughly 950,000 trips per year.

NVTA's VineGo service is the only complementary ADA paratransit service in the County of Napa. VineGo operates per the regulations stated in the American's with Disability Act (ADA). VineGo provides service to eligible individuals as defined by the ADA who are able to come within  $\frac{3}{4}$  of a mile of any of NVTA's fixed route bus services. Local ADA paratransit service in American Canyon, Yountville, St. Helena, and Calistoga is provided by the door-to-door/dial-a-ride services that operate within each community.

Due to the rural and suburban nature of the Napa Valley, NVTA also provides other mobility options for elderly and disabled individuals. These services are designed to provide mobility options for these populations as a supplement to ADA paratransit as well as a replacement for ADA services. For residents living within the City of Napa NVTA administers a Taxi Scrip program. This program is available to all individuals 65 and older and individuals with disabilities. Eligible individuals can purchase scrip which subsidizes the cost of a taxi trip up to 50% of the trip cost. NVTA also administers a mileage reimbursement program. This program is available to individuals living outside the VineGo service area or who are traveling to destination outside of the VineGo service area, who are unable to drive, and are 65 and older or have a disability. Eligible individuals can designate a driver who they repay at the federal mileage reimbursement rate.

Currently, ADA paratransit eligibility is determined by an NVTA staff member. Once an applicant is certified they become eligible to use ADA Paratransit for a three year timeframe unless they are designated as "temporary". All registrants are and are required to resubmit an application every three (3) years and can be recertified for VineGo service. Temporary registrants may resubmit an application at the end of the temporary period if they feel they are in further need of ADA paratransit service. Approximately 870 people are currently registered in VineGo's paratransit database. The majority of applications processed on a weekly basis are for renewals. NVTA processes roughly 200 applications annually. This total is both renewals and new registrants combined. NVTA wishes to ensure that the users of the paratransit systems are truly eligible for the service per the guidelines set forth by the ADA. With this goal in mind NVTA wishes to have all current certified users complete an in-person evaluation upon the expiration of their current eligibility. This will ensure that all persons enrolled in VineGo, the Mileage Reimbursement and Taxi Scrip program have met the eligibility criteria for these services.

Eligibility for the taxi scrip and mileage reimbursement programs is also determined by paper application. NVTA does not wish to stop the use of paper applications however the intent of the RFP is to ensure a more thorough evaluation of applicants, including in person interview, to ensure individuals meet eligibility requirements. NVTA wants to

make sure that its limited resources for Elderly and Disabled services are being directed at members of the community that truly need these services. NVTA has limited financial and staffing resources to accomplish thorough evaluation of applications received.

It is NVTA's intent to award the contract for a period of three (3) years with the option of two (2) one (1) year extensions. Total term of contract is not to exceed five (5) years.

## **SECTION 2 - INSTRUCTIONS TO PROPOSERS**

### **A. Pre-Proposal Conference**

A pre-proposal conference will be held in accordance with the Procurement Schedule established for this RFP. All prospective proposers are strongly encouraged to attend. Attendance is not mandatory. Location will be at the NVTA offices, 625 Burnell Street, Napa, CA 94559, unless otherwise specified.

### **B. Examination of Proposal Documents**

By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing the work identified in ATTACHMENT A, Scope of Work.

### **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 or in advance of the meeting in writing. While this meeting is not mandatory, all proposers intending to propose are strongly encouraged to attend.

All inquiries pertaining to this RFP should be emailed to Renee Y. Kulick, Administrative Technician, at the following email address: rkulick@nvta.ca.gov. Questions submitted after the deadline established in the Procurement schedule will not be answered.

### **D. Submission of Proposals**

Listed below are all documents that are required to be submitted as part of a response to this request for proposal. Write "yes" on the blank space if you have included those items for submittal of your RFP.

\_\_\_\_\_ Cost Proposal (ATTACHMENT B)  
\_\_\_\_\_ Cost Proposal Worksheet (ATTACHMENT B)  
\_\_\_\_\_ Proposer's - Reference Form (ATTACHMENT F)



- \_\_\_\_\_ Proposer's Designated Contact List (ATTACHMENT G)
- \_\_\_\_\_ Receipt of Addenda Form (if issued)
- \_\_\_\_\_ Technical Information Relative to RFP
- \_\_\_\_\_ Agreement to insurance requirements as outlined in ATTACHMENT D
- \_\_\_\_\_ Disclosure of Governmental Positions (ATTACHMENT H)
- \_\_\_\_\_ Disqualification Questionnaire (ATTACHMENT G)

All proposal submittals shall be transmitted with a cover letter. The person authorized by the proposer/team 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 contacts should be directed during the proposer selection process. Address the cover letter as follows:

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

RFP No. 2017-01

The Proposer shall submit one (1) original, seven (7) copies, and one (1) on digital media (USB Flash drive/CD) of its proposal in a sealed envelope, addressed as noted above, bearing the proposer's name and address, and clearly marked as follows:

**"Proposal Submittal - NVTa RFP No. 2017-01"**

Proposals must be received in accordance with the Procurement Schedule. Late proposals will not be considered.

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 a written explanation of the basis for the protest:

1. Any protest alleging improprieties in a solicitation process or in solicitation documents must be filed in accordance with the time lines established by the NVTa Procurement Policy prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by NVTa. Any protest based on such grounds not timely filed will not be considered by NVTa.
2. Any protests regarding the evaluation of bids or proposals by NVTa, or

improprieties involving the approval or award or proposed approval or award of a contract must be filed with NVTa in accordance with the timelines established by the NVTa Procurement Policy after the NVTa's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by NVTa.

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.

#### E. Withdrawal of Proposal Submittal

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

#### F. Rights of NVTa

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

NVTa may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer, and require additional evidence or qualifications to perform the Services described in this RFP.

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

1. Reject any or all proposal submittals.
2. Issue one (1) or more subsequent RFPs.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the RFP process.
5. Approve or disapprove the use of particular 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.

#### G. Contract Type

Proposers shall be prepared to accept the terms and conditions of NVTa's

standard form contract included as ATTACHMENT D (NVTAs Sample Professional Service Agreement (PSA) or Master Professional Services Agreement (MPSA)) hereto. If a proposer desires to take exception to the Agreement, the proposer shall provide the following information as a section of the proposal identified as "Exceptions 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 therefore as well as specific recommendations for alternative language.

The above factors will be taken into account during contract negotiations. Substantial exceptions to the Agreement may be determined by the Agency, at its sole discretion, to be unacceptable and the Agency will proceed with negotiations with the next highest ranked proposer. See Section 8 - Award.

## **SECTION 3 - FORMAT AND CONTENT OF PROPOSAL**

### **A. Format**

#### **1. Technical Proposal**

Technical Proposals shall be printed, bound and be: 1) as brief as possible, and 2) not include any irrelevant promotional material. Eight (1 original plus 7 copies for a total of 8) hard copies and one (1) electronic Flash drive/CD copy in PDF format of your RFP submittal.

#### **INSTRUCTIONS TO PROPOSERS.**

The Technical Proposal shall not exceed a total of the equivalent of thirty (30) single sided pages. RFP submittals must consist of letter-sized (8.5" x 11") pages, with the exception of no more than three tabloid-sized (11" x 17") pages. General Information Form, transmittal letter and resumes are excluded from the total page count. Resumes should be limited to no more than two (2) pages in length. Each tabloid-size page is considered one page for the total page count. Loose-leaf or binder-clipped RFP submittals will not be accepted. Font size shall be at least 12 point.

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 B below.

#### **2. Cost Proposal**

A Cost Proposal must be submitted.

This section shall include a full description of the proposer's charges for carrying out the Scope of Work as described in this RFP. Charges should be structured so as to be clear and concise and easily understood. Minimum charges, show up time, and travel time should be clearly specified.

## B. Content

Proposal content, clarity, and completeness are factors which will be considered in evaluating each proposal received in order to determine suitability of each proposer's capabilities. The entire length of the proposal document must be 30 pages or less and shall include:

- TITLE PAGE
- TRANSMITTAL LETTER
- EXECUTIVE SUMMARY
- PROPOSER BACKGROUND AND EXPERIENCE
- QUALIFICATIONS OF PROPOSER
- EXAMPLES OF PUBLIC SECTOR REPRESENTATION
- STAFFING AND ORGANIZATION
- COST PROPOSAL
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (not included in the 30 page limit)

### 1. TITLE PAGE

The title page should show the RFP title, the name of the proposer, name of a contact person, a local address, telephone number and the date.

### 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 180-day period and should include the name, title, address, telephone number and email address of the individual to whom correspondence and other contacts should be directed during the proposer selection process.

Address the cover letter as follows:

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

RFP No. 2017-01

### 3. EXECUTIVE SUMMARY

This section should be limited to a brief narrative highlighting and

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

#### 4. PROPOSER BACKGROUND AND EXPERIENCE

1. General Information about the company:
  - a. Company name.
  - b. Location(s) and size of company.
  - c. Give a brief history of the company, including organizational chart. State whether the firm is local, regional, national, or international and how long the company has been in existence, as well as how long the company has provided the kinds of services requested in this RFP. Give the location of the office that would be responsible for servicing this project. Indicate how long this office has been in existence and the number of employees in this office.
2. To evaluate the proposer's financial capacity the proposer must submit a copy of the company's year-end audited financial statements for 2014 and 2015. The company should submit three credit references and any other information that may be relevant as evidence of sufficient operating reserves and financial stability. Alternately submission of the two most recent completed tax returns may be submitted as acceptable documentation concerning the proposer's financial capacity.
3. Provide a list of at least three current customers that have acquired and installed the same or similar products or services as those being proposed for NVTa including contact name and phone number for each. References may or may not be contacted
4. Describe the company's experience providing similar certification services or experience working with this population in another capacity.
5. Identify staff experience in working with disabled persons and location of facility where certification process will be performed.

#### 5. QUALIFICATIONS OF PROPOSER

The proposer who is awarded the contract for this work will be required to comply with all applicable federal, state, regional and local requirements.

This section should include a brief description of the proposer's qualifications and previous experience on similar or related engagements.

In addition, the selected proposer will be required to provide the

certification of eligibility that the proposer and / or any of its principals/employees has not been debarred or suspended from providing services paid for by the federal government prior to award.

A successful proposer will be required to meet weekly with NVTA staff, prepare required reports, report information regarding the completion of all tasks in the work program, submit required work products by the required delivery dates and maintain records, accounts and books as necessary.

6. EXAMPLES OF PUBLIC SECTOR REPRESENTATION

This part of the Proposal shall contain a description of matters where the proposer performed work for a public entity in California. The proposer shall relate how it perceives its role in carrying out the responsibilities required by this RFP. The proposer shall also provide examples of challenges encountered while representing public a public entity and discuss its approach in handling some of the specific challenges and opportunities it foresees in representing and advising a public agency

7. STAFFING AND PROJECT ORGANIZATION

This section should identify key personnel who will be assigned to work with the NVTA and their experience.

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

8. COST PROPOSAL

Provide a cost proposal for services to be rendered to NVTA for performance of the scope of Work Attached hereto.

9. EXCEPTIONS TO THE AGREEMENT

This section shall include any exceptions the proposer has taken to ATTACHMENT D – NVTA Sample Professional Service Agreement (PSA) or Master Professional Services Agreement (MPSA).

10. APPENDICES

Under this section, proposers shall provide all legal documents and compliance reports including DBE, Lobbying, Disbarment, etc.

## **SECTION 4 - SCOPE OF SERVICES TO BE PROVIDED**

The work to be performed under contract based on this RFP is described in the Scope

of Work attached hereto as ATTACHMENT A and hereby incorporated herein.

## **SECTION 5 - REQUIRED QUALIFICATIONS**

The NVTA seeks a motivated, skilled and enthusiastic professional team to be accountable and deliver innovative, high quality professional services. Proposers responding to this RFP will be expected to demonstrate that one or more team members have substantive practical experience and expertise in the following areas:

1. Minimum three (3) years recent experience in the areas discussed under the Scope of Work, (see ATTACHMENT A). Please provide brief resume showing work history and similar or relevant assignments completed by each proposed proposer team member.
2. Proposer must be licensed by the State of California.
3. Proposer must not be the subject of disciplinary action by any State of California regulatory or licensing agency.

Please provide specific reference information 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 6 - EVALUATION AND QUALIFICATIONS**

### **A. EVALUATION METHOD**

NVTA will review and evaluate all proposals deemed responsive to this request in accordance with NVTA's Procurement Policies and Procedures Manual. Each of the proposers will be ranked based on the criteria listed in this section.

### **B. FINAL SELECTION DETERMINATION**

Following the analysis of the written proposals and possible follow up discussions, NVTA will enter into negotiations with the highest ranked proposer(s). If negotiations with a proposer are ultimately unsuccessful, or if the proposer declines the work offered, then negotiations will proceed with the next highest ranked proposer from the proposal list, and so forth. In the event of a tie, the lowest cost proposal will be awarded the contract.

### **C. CONTRACT NEGOTIATION**

Upon conclusion of the interviews, if any, and best and final offer, if any, NVTA will enter into contract negotiations with the finalist(s). The final negotiated contract will be submitted to the NVTA Board for approval, if applicable.

## **D. EVALUATION AND SCORING CRITERIA**

The product of the selection process will be to award a contract(s) with the top rank proposer(s). The following criteria and point system will be used to evaluate the RFP:

- a. Technical experience in performing work of a similar nature; experience working with persons with disabilities, transit properties or other public agencies; technical experience of key personnel and client references. (30%)
- b. Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of proposed budget and overall reasonableness in which costs are proposed. (20%)
- c. Demonstrated understanding of the program requirements and potential problem areas; proposed approach, work plan, and quality assurance program. (50%)

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 60-minutes, with 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.

## **SECTION 7 - AWARD**

In accordance with NVTa's Procurement Policies and Procedures Manual, the NVTa will review and evaluate the proposal based on the criteria established above. The NVTa will enter into negotiations with the highest ranked proposer(s). Again, NVTa reserves the right to award without interviews, based only upon the initial proposals. Each initial proposal should be submitted with the most favorable terms from both price and technical perspectives.

## **SECTION 8 - 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 subcontractors 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 9 - LEVINE ACT**

Proposers will be required to disclose on the record any contribution of more than \$250 which they have made to an NVTa Board Member within the twelve-month period preceding the submittal deadline of this RFP, and within the twelve-month period preceding any subsequent procurement based on this RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to NVTa Executive Director. This information will need to be provided before the NVTa can approve any contract.

## **SECTION 10 - 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 ATTACHMENT E, E-1, E-2.

For purposes of NVTa's DBE Policy, a DBE shall be a "Disadvantage Business" within the meaning of 13 CFR Part 121 and California Government Code Section 14837. In the event that the NVTa's DBE Policy conflicts with any Federal, State or other funding source's programs, policies, regulations or requirements, NVTa shall make the DBE Policy consistent with said funding source's programs, policies, regulations and requirements to the extent permissible by law. NVTa's DBE Policy is neutral as to race, ethnicity, national origin, age, sex, religion, sexual orientation and other protected classes.

NVTa's overall DBE goal is **2.2%**.

## **SECTION 11 - INDEMNIFICATION AND INSURANCE REQUIREMENTS**

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

All inquiries pertaining to this RFP should be emailed to Renee Y. Kulick, **Administrative Technician** at the following email address [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov) in accordance with the procurement schedule. Responses to all questions submitted by the question deadline that may have a material impact on the proposal will be posted on the NVTa website: [www.nvta.ca.gov](http://www.nvta.ca.gov) .

Late proposals will not be considered.

Proposals will be accepted either by hand delivery or by mail addressed as follows:

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

RFP No. 2017-01

Attachments follow.

**ATTACHMENT A**  
**SCOPE OF WORK**

*(See attached)*

## **I. SCOPE OF WORK**

### **A. GENERAL RIGHTS AND RESPONSIBILITIES OF THE CONTRACTOR**

The CONTRACTOR will handle all inquiries into the ADA eligibility certification process.

The CONTRACTOR will handle all inquiries into the Taxi Scrip Program.

The CONTRACTOR will handle all inquiries into the Mileage Reimbursement Program.

The CONTRACTOR shall make reasonable arrangements to effectively communicate with applicants in languages other than English specifically Spanish and Filipino, as well as sign language, during in-person interviews. A telephone-based interpreter or other interpreter service for the primary foreign languages found in Napa County shall be an acceptable means of meeting this requirement.

The CONTRACTOR shall receive and process all calls from individuals wishing to apply for ADA paratransit services.

The CONTRACTOR shall receive and process all calls from individuals wishing to apply for the Taxi Scrip Program.

The CONTRACTOR shall receive and process all calls from individuals wishing to apply for the Mileage Reimbursement Program.

The CONTRACTOR must provide ADA eligibility background information during telephone conversation with applicants and based on the applicants decision to proceed, confirm an evaluation date and time.

The CONTRACTOR will advise all applicants that wish to move forward with an in-person evaluation to contact the current local ADA paratransit provider for a complimentary ride to the evaluation location.

The CONTRACTOR will conduct specific in-person physical, visual, and cognitive evaluations and determine the eligibility of applicants for ADA paratransit service.

The CONTRACTOR shall make the determination of eligibility for ADA paratransit service. The NVTa shall retain the right to make any final determination on eligibility should the authority deem it necessary.

The CONTRACTOR will ensure that staff is available to provide the services required for determining ADA eligibility.

The CONTRACTOR shall determine whether and under which of the ADA-defined eligibility categories an applicant is eligible.

The CONTRACTOR shall determine the need for a client to travel with a personal care attendant in order to successfully complete a paratransit trip.

The CONTRACTOR shall identify conditional, or trip-by-trip, eligibility based on the information available during the eligibility determination process.

The CONTRACTOR shall identify specific trips, if any, for which a client is ineligible to use paratransit service, e.g., trips for which the client is capable of using fixed-route transit.

The CONTRACTOR will notify the NVTA of certifiable and un-certifiable clients that may benefit from a transit training program.

The CONTRACTOR shall make maximum effort to inform individuals who do not qualify for ADA paratransit but may qualify for Taxi Scrip or Mileage Reimbursement of their option to apply for those programs.

The CONTRACTOR shall provide NVTA with a list of all qualifying applicants for the Taxi Scrip Program on a weekly basis.

The CONTRACTOR shall provide NVTA with a list of all qualifying applicants for the Mileage Reimbursement Program on a weekly basis.

The CONTRACTOR must notify all applicants of determination recommendations within twenty-one days of the evaluation interview.

The CONTRACTOR will process and mail laminated or hard plastic photo registration cards to all approved new applicants for ADA paratransit, as well as current Vine Transit User Guides are to be included in the mailing to all registrants

The CONTRACTOR will process and mail updated laminated or hard plastic photo registration cards (if needed) to all permanent registrants upon their automatic renewal date.

The CONTRACTOR will notify the NVTA of any new applicant in need of preemptive eligibility prior to final approval of eligibility e.g. medical appointments within twenty-one day determination period.

The CONTRACTOR shall maintain an ADA client database, statistical information, and submit monthly reports to the NVTA. The required reports are further described in Section F.

The CONTRACTOR will provide clerical/administrative staff, schedule evaluations, perform data entry, and any other miscellaneous duties to manage the administration of the edibility process and requirements listed in this RFP.

The CONTRACTOR must employ qualified staff to perform the functional evaluations.

The CONTRACTOR must ensure staff who work under this contract are aware of, and sensitive to applicants with disabilities. CONTRACTOR's staff must be knowledgeable about medications used to treat a wide variety of disabilities and be qualified to assess functional abilities of individuals with a wide variety of disabilities.

The CONTRACTOR must complete a reference check and background screening process for all proposed employees and new hires sufficient for the qualification of staff providing services for persons with disabilities.

The CONTRACTOR shall become highly familiar with the fixed route networks of the Vine, as well as the local street networks, so as to make the most informed recommendations on eligibility, taking into account such factors as distance from bus stops, access challenges, etc.

The CONTRACTOR will have knowledge of and adhere to Federal statutes as it relates to Americans with Disabilities, Title VI of the Civil Rights Act, and Federal Transit Administration regulations.

## **B. ADA ELIBIGIBILITY PROCESS AND ASSESSMENT**

The CONTRACTOR is required to be available for in-person testing during normal business hours, although it is not necessary to have office hours five days a week. Given the expected number of applicants, the NVTA feel it is sufficient to have office hours one day per week between the hours of 8:00 AM and 5:00 PM. Ideally the days of operation would be Mondays, Tuesdays, Wednesdays, or Thursdays<sup>1</sup>. Applicants should be able to schedule an appointment up to two (2) weeks in advance. CONTRACTOR shall contact each applicant the day before to remind him or her of the appointment. Every effort shall be made by the CONTRACTOR to accommodate an appointment request within the shortest timeframe possible, based on the existing schedule.

In order to ensure that applicants for ADA paratransit service meet the minimum requirements there will be in-person functional assessments for all new and re-certifying applicants. The goals for the eligibility process are to ensure accessibility to the ADA paratransit program for people who need it, to support the use of fixed-route service for persons who are able to use it for some or all of

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<sup>1</sup> Actual day to be finalized by NVTA and CONTRACTOR.

their trips, and to provide a fair and equitable process for recommending ADA eligibility.

It is fully anticipated that entities without direct experience with ADA paratransit eligibility assessments are qualified to respond to this solicitation even if they have not done similar eligibility assessments. In order to learn more about what is involved in a functional assessment, bidders are encouraged to refer to the link and clicking instructions below:

[www.projectaction.org](http://www.projectaction.org) – Resources & Publications – “Determining ADA Paratransit Eligibility: An Approach, Recommendations, and Training Materials”

Paratransit eligibility shall be based on a functional rather than medical model. Persons shall not be qualified or disqualified on the basis of a specific diagnosis or disability alone. An applicant shall be certified as eligible if, and only if, a person’s functional disability prevents the use or navigation of the fixed-route bus system. The goal of the CONTRACTOR shall be to ensure that only applicants who meet the eligibility criteria are enrolled for Paratransit Services. Eligibility shall be conferred *only* to applicants whose *disability prevents* the independent use of the fixed-route system.

Paratransit eligibility shall only be conferred to those individuals whose disability prevents access to or the use of accessible fixed-route bus service. The age of a person, a language barrier, or the duration of a particular trip on fixed-route services is not a basis for paratransit eligibility.

The CONTRACTOR shall adhere strictly to the paratransit eligibility described above in order to ensure that only applicants who are truly eligible receive paratransit services.

The eight (8) major steps in the process for determining an applicant’s eligibility shall be:

1. Respond to all inquiries about ADA eligibility. This includes background material on the ADA provided to the CONTRACTOR by the NVTa.
2. Arrange for on-site personal interview and functional assessment.
3. Conduct personal interview and functional assessment.
4. Make recommendation on ADA eligibility and forward to NVTa for review.
5. Notify applicant of determination within twenty-one days of evaluation interview.
6. Forward ADA identification card along with ADA Paratransit and public transit background information to all successfully certified applicants. Send

denial letter and the provided information from the NVTa to applicants who did not meet the minimum requirements for ADA paratransit services.

7. Make arrangements to schedule appeals as necessary.
8. Notify all registrants of re-certification requirements prior to expiration date of three year registration term or temporary period.
9. Redirect applicants who live outside the service area to the agency managing ADA services where the applicant resides.

### **C. ADA APPLICATION, CERTIFICATION, ENROLLMENT, AND DENIAL PROCESS**

The United States Department of Transportation final regulations specify that the entire certification process shall be concluded within 21 calendar days of the scheduling of the evaluation interview. If the certification process is not completed within this time limit, the regulations state that the applicant shall be presumed eligible to receive service until the process has been completed. The CONTRACTOR is expected to schedule and complete its testing with enough time available to allow for the notification of the client within the 21 day time limit. The paratransit service application and certification process is:

1. The CONTRACTOR will send letters and an information packet to all ADA clients prior to their expiration date. The CONTRACTOR will also send information packets to all members of the public who request information about Paratransit services.
2. All potential applicants will contact the CONTRACTOR to clarify ADA eligibility criteria and to arrange an on-site functional assessment interview.
3. The CONTRACTOR shall conduct a confidential interview, with the applicant's privacy protected, at the scheduled time and location. The interview is known as the Functional Assessment. The interviewer shall ask questions and/or conduct tests to assess an applicant's ability to use fixed-route services, and obtain any additional information as needed to determine paratransit eligibility, conditional eligibility, temporary eligibility, as well as the eligibility for the applicant to travel with a personal care attendant. In some cases a third party care giver may participate with the applicant in the assessment interview and may be required to provide background information to be used in the assessment process.
4. The CONTRACTOR will complete a form with their recommendation on ADA eligibility and send it to the NVTa following the assessment within seven (7) business days. The report documents will include the eligibility application and recommendation forms. The CONTRACTOR will be available between 8:00 A.M. and 5:00 P.M. Monday through Friday (or other times as specified



by NVTA Staff) to consult by phone with the NVTA if clarifications are required.

5. The CONTRACTOR will notify applicants of their eligibility status within 21 days of the in-person assessment. Applicants will be notified by mail after the determination is made. The CONTRACTOR will answer all questions from applicants regarding eligibility determinations.

6. Approved applicants shall be notified by the CONTRACTOR in writing within 21 days of their determination and receive a photo I.D. card and Transit User Guide, and other necessary documents and information. The paratransit service provider shall be notified that the applicant is eligible and shall be forwarded all client information and documents necessary to facilitate enrollment and establish a complete record for the Paratransit client database.

7. Denied applicants shall be notified by the CONTRACTOR in writing and provided instructions for appealing the determination. The denied applicants shall also be provided information informing them of other mobility options. The reasons for denial shall be stated and all information documented during the evaluation process shall be provided.

#### **D. TAXI SCRIP APPLICATION, CERTIFICATION, ENROLLMENT, AND DENIAL PROCESS**

1. The CONTRACTOR will answer any and all questions regarding the program.

2. The CONTRACTOR will send applications to any individual requesting one who qualifies for the program.

3. The CONTRACTOR will receive and review all applications for the program.

4. Once a determination of eligibility is made the CONTRACTOR shall send out a Taxi Scrip ID as well as informational material as provided by NVTA.

5. In any instance where an applicant is not eligible the CONTRACTOR shall send them a denial letter accompanied by a bus schedule.

6. The CONTRACTOR shall handle all requests for a new card due to loss or theft.

#### **E. MILEAGE REIMBURSEMENT APPLICATION, CERTIFICATION, ENROLLMENT, AND DENIAL PROCESS**

1. The CONTRACTOR will answer any and all questions regarding the program.

2. The CONTRACTOR will send applications to any individual requesting one who qualifies for the program.
3. The CONTRACTOR will receive and review all applications for the program.
4. Once a determination of eligibility is made the CONTRACTOR shall send out a letter informing applicants of their eligibility along with information on how the program works.
5. In any instance where an applicant is not eligible the CONTRACTOR shall send them a denial letter accompanied by a bus schedule.

## **F. REPORTING AND DATA REQUIREMENTS**

A weekly report shall be submitted summarizing the names and dates of each successful applicant who was sent their welcome packet for paratransit. This weekly report should be in an Excel spreadsheet.

A monthly activity report shall be submitted within fifteen days of the close of each month. At a minimum, monthly reports will be formatted to include:

### **1. Paratransit**

- a) A list of interviews scheduled, conducted and cancelled<sup>2</sup> (by clients) within the month organized and listed by client name and date.
- b) Tabulations regarding physical and/or cognitive functional test procedures and results.
- c) Number of recommendations of each type.
- d) A listing of notification letters posted by client name and date mailed.
- e) A listing of identification cards produced and posted by client name and date posted.
- f) A listing of automatic re-certification identification cards produced and posted by client name and date posted.
- g) Total complaints and commendations (phoned and written) involving applicants, including the date, description and names of all parties involved.

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<sup>2</sup> Cancelled interviews will include those cancelled in advance of the interview date and any no-shows on the day of the interview.

## **2. Taxi Scrip**

- a) Number of applications received, approved, and denied.
- b) Tabulations regarding reason for enrollment e.g. disabled and nor elderly.
- c) A listing of notification letters posted by client name and date mailed.
- d) A listing of identification cards produced and posted by client name and date posted.

In addition, monthly reports will include (flagged for further discussion):

- h) Suggestions for modifying, simplifying or improving the test procedures and results.
- i) Observations regarding individual physical and/or cognitive function test procedures and results.

The NVTA Transit/Paratransit Manager or his/her designee will approve the forms used for these reports. The CONTRACTOR may be asked to conduct periodic surveys to evaluate the program. The NVTA will provide the surveys and the CONTRACTOR will be required to participate in administering them.

The CONTRACTOR shall be responsible for maintaining a ADA paratransit database of all applicants, both eligible and ineligible. At a minimum, the database shall contain a tracking number, applicant's electronic photo, name, address, telephone numbers, primary language, representative's contact information (if any), date application sent, interview date, all eligibility determination information, e.g., eligible/denied, eligibility category, permanent/temporary eligibility, conditional eligibility information (i.e., ineligible paratransit trips), personal care attendant status, expiration date and other essential information. A database shall also be kept for individuals deemed eligible for the taxi scrip and mileage reimbursement programs. These databases shall have the applications contact information and the date they were enrolled into the program. *All information shall be kept confidential and in a secure environment.*

## **G. STAFF REQUIREMENTS**

The CONTRACTOR shall be solely responsible for the provision and satisfactory work performance of all employees performing services under this contract. The CONTRACTOR shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to the NVTA, the CONTRACTOR shall comply with the requirements of employee liability, equal employment, Worker's Compensation, unemployment insurance, Social Security, income tax and all other applicable state and federal laws. Furthermore, the CONTRACTOR shall indemnify and hold harmless the NVTA

from any alleged violation of such enactments or from any claims or subrogation provided for in such enactments or otherwise noted.

The CONTRACTOR is required to have a team of qualified staff who should, collectively, be able to demonstrate knowledge and abilities including but not limited to:

- Familiarity with functional and cognitive abilities required in the use of fixed route transit buses, their prognosis and medications used to treat individuals with a wide range of disabilities.
- Ability to assess the interaction of an individual's disabilities with environmental barriers.
- Ability to assess the interaction of an individual's disabilities with the various components of a transit system required for successful access and utilization of fixed-route services, fareboxes, timetables and route descriptions.
- Knowledge of ADA paratransit eligibility criteria and service requirements.
- Familiarity with the Vine family of services.
- Sensitivity to persons with disabilities, including physical, cognitive and psychiatric disabilities.
- Ability to communicate effectively in person and in writing.
- Ability to communicate in other languages in addition to English, with the assistance of language interpreter services if necessary. Specifically Spanish and Filipino.
- Staff conducting interviews and performing evaluations should have appropriate experience and professional training in human health and medical fields. Such staff may include, but not be limited to, certified physical therapists, occupational therapists, rehabilitation specialists, orientation and mobility specialists, and professionals with training in cognitive and psychiatric impairments.

## **H. FACILITIES AND EQUIPMENT**

Applicants will likely have some degree of physical, visual, cognitive and/or mental functional disability. It is therefore essential that all facilities, including parking, approaches, building and equipment used in performing work under this contract be fully accessible and meet all requirements of the Americans with Disabilities Act (ADA), its implementing regulations, and the State of California Title 24 requirements.

The primary location where assessments will take place is the Soscol Gateway Transit Center located at 625 Burnell Street, Napa, CA 94559. This building is fully accessible from all approaches.

Should the CONTRACTOR not wish to use the facility provided by the NVRTA, the CONTRACTOR must meet the criteria as stated in the first paragraph of this section as well as the physical facilities and equipment listed below:

- The facility must be centrally located in the City of Napa
- A phone to be used by the applicant to test the ability to obtain bus schedule information using either a standard phone or TDD as required.
- Route finding in which applicants will be asked to find their way to a location in another department or building and back again.
- Safety determination in which applicants will be asked to cross, accompanied, a street of at least two lanes and the street shall include a curb 6-8 inches high and have a corner wheelchair ramp.
- Mobility endurance testing in which applicants will be asked to travel a distance of 600 feet. This course shall be outdoors and predominantly on moderately level ground, but will include a small section of uneven surface to simulate actual conditions encountered when traveling to and from a bus stop. The travel course should also include a grade change of at least 10%.
- Accessibly testing in which applicants will be asked to get on and off an actual city fixed route vehicle.
- The CONTRACTOR may elect to test an applicant's ability to board and alight from a transit vehicle. This testing can be done through "bus representation". The bus representation could be an actual bus if the CONTRACTOR elects to base its operation out of the Soscol Gateway Transit Center. CONTRACTOR staff will need to be trained in the operation of the accessible features of this bus. If the CONTRACTOR elects to use their own form of bus representation it will need to be deemed acceptable by the NVRTA's transit staff before it can be used for testing purposes.

## **I. EMERGENCY POLICIES AND PROCEDURES**

All applicants referred to the CONTRACTOR are likely to have some degree of physical, cognitive and/or mental disability. CONTRACTOR policies and procedures shall be in place to respond to any emergencies (e.g. cardiopulmonary resuscitation, seizure management, etc.) that may arise. The NVTA will not be responsible for any costs associated with implementation of such policies and procedures above those included in the contracted service price.

## **J. ACCESSIBLE INFORMATION AND DOCUMENTS**

The CONTRACTOR shall work with the NVTA to ensure all documents and information are in accessible formats based on applicant and client stated preference. All documents shall be transmitted electronically to applicants upon request. The CONTRACTOR shall establish an email address for the transmission of documents in electronic format and a site where basic information of the program can be maintained and documents downloaded.

## **K. MEETINGS**

The NVTA plans to hold meetings with the CONTRACTOR on an as-needed basis for the purpose of discussing service problems, proposed solutions, and to maintain open and frequent communications. Unless otherwise notified, the CONTRACTOR Project Manager shall attend all meetings. NVTA staff retains the right to sit in on evaluations at will in order to observe the eligibility process

## **II. ADDITIONAL CONTRACT PROVISIONS**

### **A. COMPENSATION AND PAYMENT**

Compensation will be based on hours of service (not on a per application basis) and fixed costs. Costs shall be presented using the attached Price Proposal Form (ATTACHMENT B). The CONTRACTOR should base their proposal on an assumption of 150 - 200 applications per year for each year for ADA Paratransit, 70 – 110 applications for the Mileage Reimbursement Program, and 100 – 150 applications for the Taxi Scrip Program. If there are first year start-up costs, these should be listed in a separate page. The PROPOSER must acknowledge, in writing, that their cost Proposal shall be firm for at least 90 days to allow the NVTA adequate time for progression through award.

Prior to award of a contract, the successful PROPOSERS may be required to submit the firm's most recent complete financial statements, including footnotes and auditor's opinion or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

The CONTRACTOR should submit monthly billings along with the monthly progress reports. The NVTA will review and approve invoices and make payment

on approved invoices within 30 days of receipt. Proposers should include a copy of their invoice template.

### **1. Liquidated Damages**

NVTA shall have the right without prior notice to CONTRACTOR to make assessments against amounts owed by it to CONTRACTOR under the terms of the Contract as provided below. Each assessment contained in the Liquidated Damages Provisions shall stand on its own and may be cumulative.

Under ADA regulations it is critical to notify all applicants of an eligibility determination within twenty-one days of the scheduling of a certification interview. In support of this requirement, the NVTA will:

- b. Assess the CONTRACTOR a \$500.00 penalty for each specific incident where the client is not notified of eligibility in accordance with project procedures within twenty-one days of the scheduling of a certification interview.

## **B. EXPANSION OF CONTRACT**

It is the goal of the NVTA as well as the goal of the transit providers of the four North Bay Area Counties (Marin, Napa, Solano, and Sonoma) to have a consistent ADA paratransit eligibility determination process. At a future date these agencies may release a single RFP for a contract that would encompass all transit providers of the four counties. In this event NVTA's current contractor would be invited to bid on that contract

## **C. PERFORMANCE BOND**

CONTRACTOR will file with NVTA prior to execution of the Agreement and maintain at their sole cost during the term of the Agreement, a corporate surety performance bond or irrevocable letter of credit, on a NVTA-approved form, in the principal sum equal to three (3) months operating expenses, guaranteeing CONTRACTOR's performance in accordance with the provisions of the Agreement.

## **D. RELATIONSHIP OF PARTIES**

CONTRACTOR is an independent CONTRACTOR. No agent, employee, subcontractor or servant of CONTRACTOR will be deemed to be an employee, agent or servant of the NVTA. Except as expressly provided herein, the manner and means of conducting the NVTA's ADA Paratransit Eligibility Certification service are under the sole control of CONTRACTOR, and CONTRACTOR will be solely and entirely responsible for its acts and the acts of its agents, employees and servants during the performance of the Agreement. CONTRACTOR will direct the performance of all its personnel, agents and employees.

## **E. SUBCONTRACTING**

The CONTRACTOR will not subcontract any obligation it has under the Agreement without the prior written consent of NVTA.

## **F. EMPLOYEE PROTECTIONS**

CONTRACTOR will be exclusively responsible for satisfaction of all obligations that may be owed its employees, whether derived from statute, regulation or agreement, both during and subsequent to the term of the Agreement.

As further consideration for the compensation to be paid by the NVTA to CONTRACTOR for the provision of services called for by the Agreement, CONTRACTOR agrees to, and will, defend, indemnify and hold harmless NVTA, and its board members, officers, agents and employees, from and against the payment of any dismissal allowances, displacement allowances or any other cost, benefit, or expense, including attorney's fees, arising from any claims, demands or liability under sections 13(c), 15(n)(1) or any other provision of the Urban Mass Transportation Act of 1964, as said law now exists or hereafter may be amended, or under any comparable provision of federal, state or local law, or pursuant to the terms of any collective bargaining agreement to which CONTRACTOR is a party or pursuant to any personnel policies adopted by CONTRACTOR pertaining to its employees, asserted against NVTA for the dismissal, displacement, or other alleged injury owed to any employee of CONTRACTOR, during or subsequent to the term of the Agreement and any option period or carry over term.

## **G. RIGHTS OF NVTA UPON TERMINATION OR EXPIRATION OF AGREEMENT AND WAIVER OF CLAIMS**

Upon expiration or earlier termination or suspension of the Agreement, NVTA will have the right to provide the NVTA's ADA Paratransit Eligibility Certification services by means of its own or subcontracted employees. CONTRACTOR agrees to forever waive any claim, of any sort or nature, against NVTA based upon NVTA's operation, or contracting for the operation, of the NVTA's ADA Paratransit Eligibility Certification services or any portion thereof. In addition, as further consideration for the compensation to be paid by NVTA to the CONTRACTOR for the provision of services called for by the Agreement, CONTRACTOR will waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Administration Act of 1964 (49 U.S.C. § 602(e)) as it now exists or hereafter maybe amended, or to existing systems under the provisions of Sections 103000 et seq. of the California Public Utilities Code as said provisions now exist or hereafter may be amended. CONTRACTOR also hereby forever waives any claims of unfair competition that it otherwise might assert, and forever waives any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of law.



## **H. NON-EXCLUSIVITY OF AGREEMENT**

The Agreement is not, and will not be construed to be, the sole agreement for operations into which NVTa may enter during the term of the Agreement as it may be extended. NVTa reserve the right to provide eligibility service anywhere within NVTa's limits, by its own employees and equipment or pursuant to contract with other parties during the term of the Agreement.

## **I. PARTIES IN INTEREST**

Nothing in the Agreement, whether express or implied, is intended to (1) confer any rights or remedies under or by reason of the Agreement on any persons other than the parties to it and their respective successors and permitted assigns; (2) relieve or discharge the obligation or liability of any third party to a party to the Contract; nor (3) give any third persons any right of subrogation or action over against any party to the Contract.

## **J. ASSIGNMENT**

Neither party will assign, transfer or otherwise substitute its obligations under the Contract without the prior written consent of the other party. Any assignment made in violation of this provision will be null and void and confer no rights whatsoever on any person.

## **K. BINDING ON SUCCESSORS**

All of the terms, provisions and conditions of the Contract will be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and legal representatives.

## **L. COUNTERPARTS**

The Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

## **M. APPLICABLE LAW**

The Contract will be governed by, and construed and enforced in accordance with, the laws of the State of California and the Federal Government, primarily per the requirements of the Federal Americans with Disabilities Act (ADA).

## **N. WAIVER**

The CONTRACTOR shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the RFP Specifications; that it has checked its proposal for errors and omissions; that the prices stated in its

proposal are correct and as intended and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the RFP. The CONTRACTOR waives any claim for the return of its proposal deposit if, on account of errors or omissions claimed to have been made in its proposal, or for any other reason, it should refuse or fail to execute the Contract.

#### **O. RELEASE OF INFORMATION**

CONTRACTOR shall not release any reports, information or promotional materials prepared in connection with the Contract without the approval of the Manager of Transit or his/her designee.

#### **P. AUDIT AND INSPECTION OF RECORDS**

All CONTRACTOR and subcontractor costs incurred in the performance of this Contract will be subject to audit. CONTRACTOR and its subcontractors shall permit the NVTa, the State Auditor, the Federal Agents or their authorized representatives to inspect, examine, make excerpts from, transcribe, and copy CONTRACTOR's books, work, documents, papers, materials, payrolls, records, accounts, and any and all data relevant to the Contract at any reasonable time and to audit and verify statements, invoices or bills submitted by CONTRACTOR pursuant to the Contract. The CONTRACTOR also shall provide such assistance as may be reasonably required in the course of such audit including, but not limited to, the following:

1. CONTRACTOR's accounting and bookkeeping division shall provide instruction to auditors on accessing documents.
2. CONTRACTOR shall arrange audit entrance and exit interviews in which CONTRACTOR and/or its subcontractors and the NVTa or its authorized representatives will participate.
3. CONTRACTOR's management or the management of a subcontractor will provide at the NVTa' request a letter of representation.
4. CONTRACTOR shall retain these records and make them available for inspection hereunder for a period of four years after expiration or termination of the Agreement.

If, as a result of the audit/review, it is determined by the NVTa' auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONTRACTOR agrees to reimburse the NVTa for those costs within 60 days of written notification by the NVTa.

### **III. OTHER REQUIREMENTS**

#### **A. DISQUALIFICATION QUESTIONNAIRE**

The CONTRACTOR is required to disclose whether the CONTRACTOR and any proposed subcontractors, or any employee of the CONTRACTOR/Subcontractor, has ever or is currently disqualified, suspended and declared ineligible from bidding on or entering into contracts with Local, State or Federal Governments using the form in **ATTACHMENT H - DISCLOSURE OF GOVERNMENT POSITIONS AND DISQUALIFICATION FORM**.

#### **B. AMERICANS WITH DISABILITIES (ADA)**

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

#### **C. RIGHTS IN DATA AND COPYRIGHTS**

- a. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as magnetic tape, or computer memory printouts, and information retained in computer memory. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. The following restrictions apply to all subject data first produced in the performance of the Agreement:
  - i. Except for its own internal use, CONTRACTOR may not publish or reproduce subject data in whole or in part or in any manner or form, nor may CONTRACTOR authorize others to do so, without the written consent of the NVTA, until such time as the NVTA may have either released or approved the release of such data to the public. In accordance with 49 C.F.R. §18.34 and 49 C.F.R. §19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in

subsections of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- Any subject data developed under the Agreement, whether or not a copyright has been obtained; and
  - Any rights of copyright purchased by NVTa or CONTRACTOR using Federal assistance in whole or in part provided by FTA.
- ii. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, CONTRACTOR, if performing experimental, developmental, or research work required by the underlying Agreement, agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the Agreement for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Agreement, is not completed for any reason whatsoever, all data developed under this Agreement shall become subject data as defined previously and shall be delivered as the Federal Government may direct.
- iii. Unless prohibited by state law, CONTRACTOR agrees to indemnify, save, and hold harmless NVTa and the Federal Government, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by CONTRACTOR of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement.
- iv. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- v. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

#### **D. PROHIBITED INTERESTS**

No elected official, officer, employee or agent of NVTa or of a local public body who has participated or will participate in the selection, award, or administration of this Agreement, nor any member of his or her immediate

family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, to any share or part of this Agreement, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Agreement, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

**ATTACHMENT B**  
**COST PROPOSAL WORKSHEET**

**YEAR ONE**

**ANNUAL TOTAL**

a. **MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)**

\$ \_\_\_\_\_ per month      x      12 months      \$ \_\_\_\_\_

b. **VARIABLE COST\***      OPERATIONS

\$ \_\_\_\_\_ per hour      x      estimated hours      \$ \_\_\_\_\_

**SUBTOTAL FOR YEAR ONE**      \$ \_\_\_\_\_

**Please submit a cost proposal worksheet for each year of the contract period.  
The cost proposal must include all costs incurred by CONTRACTOR in providing the services contemplated under this Agreement.**

Signature of individual authorized to submit proposal on behalf of Proposer

Authorized Signature

Title

Date

Phone Number

Email

Fax Number

## COST PROPOSAL DETAIL FOR THE NAPA VALLEY TRANSPORTATION AUTHORITY

|                                 | YEAR<br>ONE | YEAR<br>TWO | YEAR<br>THREE | TOTAL |
|---------------------------------|-------------|-------------|---------------|-------|
| <b><u>Fixed Costs</u></b>       |             |             |               |       |
| Management Wages                |             |             |               |       |
| Management Benefits             |             |             |               |       |
| Evaluation Staff Wages          |             |             |               |       |
| Evaluation Staff Benefits       |             |             |               |       |
| Customer Service Staff Wages    |             |             |               |       |
| Customer Service Staff Benefits |             |             |               |       |
| Performance Bond                |             |             |               |       |
| Office Supplies                 |             |             |               |       |
| Materials and Supplies          |             |             |               |       |
| Facility Costs (if applicable)  |             |             |               |       |
| Other Equipment (List)          |             |             |               |       |
|                                 |             |             |               |       |
|                                 |             |             |               |       |
| Insurance                       |             |             |               |       |
| One-Time Start-up Costs         |             |             |               |       |
| Management Fee & Profit         |             |             |               |       |
| <b>Subtotal (Fixed Costs)</b>   |             |             |               |       |
|                                 |             |             |               |       |
| <b><u>Variable Costs</u></b>    |             |             |               |       |
| Hourly rate for Evaluations     |             |             |               |       |
|                                 |             |             |               |       |

Base your proposal on an assumption of 150 - 200 applications per year for each year for ADA Paratransit, 70 – 110 applications for the Mileage Reimbursement Program, and 100 – 150 applications for the Taxi Scrip Program.

## ATTACHMENT C

### GENERAL INFORMATION FORM

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

Legal Name of Proposer :

Date:

Street Address:

Telephone Number:

City/State/Zip:

Proposer's Fax Number:

NVTA DBE ☐ NVTA LBE ☐ DBE ☐ None ☐

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

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Manager:

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

---

NVTA DBE ☐ DBE ☐ None ☐

Signature, Name and Title of Person Signing

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## **ATTACHMENT D**

### **NVTA SAMPLE PROFESSIONAL SERVICE AGREEMENT** **OR MASTER PROFESSIONAL SERVICES AGREEMENT**

Please refer to our website [www.nvta.ca.gov](http://www.nvta.ca.gov) for Professional Service Agreement (PSA)  
OR Master Professional Services Agreement (MPSA).

# ATTACHMENT E

## **FEDERAL REQUIRED CONTRACT CLAUSES**

*Please refer to our website [www.nvta.ca.gov](http://www.nvta.ca.gov) for content of Federal required clauses.*

### **Federally Required Contract Clauses** (applicable clauses in bold)

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements
- 6. Energy Conservation Requirements**
- 7. Clean Water Requirements**
8. Bus Testing
9. Pre-Award and Post Delivery Audit Requirements
- 10. Lobbying**
- 11. Access to Records and Reports**
- 12. Federal Changes**
13. Bonding Requirements
- 14. Clean Air**
15. Recycled Products
- 16. Davis-Bacon and Copeland Anti-Kickback Acts**
- 17. Contract Work Hours and Safety Standards Act**
18. [Reserved]
- 19. No Government Obligation to Third Parties**
- 20. Program Fraud and False or Fraudulent Statements and Related Acts**
- 21. Termination**
- 22. Government-wide Debarment and Suspension (Nonprocurement)**
23. Privacy Act
- 24. Civil Rights Requirements**
- 25. Breaches and Dispute Resolution**
26. Patent and Rights in Data
27. Transit Employee Protective Agreements
- 28. Disadvantaged Business Enterprises (DBE)**
29. [Reserved]
- 30. Incorporation of Federal Transit Administration (FTA) Terms**
31. Drug and Alcohol Testing

Titles and sources of authority references for all the federal clauses are listed in the following document. However, only those clauses applicable to this specific contract are detailed with the full requirements articulated.

### **1. FLY AMERICA REQUIREMENTS**

49 U.S.C. § 40118

### **41 CFR Part 301-10**

This section does not apply to this contract.

## **2. BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323(j)**

**49 CFR Part 661**

This section does not apply to this contract.

## **3. CHARTER BUS AND SCHOOL BUS REQUIREMENTS**

**49 U.S.C. 5323(d)**

**49 CFR Part 604**

This section does not apply to this contract.

## **4. CARGO PREFERENCE REQUIREMENTS**

**46 U.S.C. 1241**

**46 CFR Part 381**

This section does not apply to this contract.

## **5. SEISMIC SAFETY REQUIREMENTS**

**42 U.S.C. 7701 et seq. 49**

**CFR Part 41**

This section does not apply to this contract.

## **6. ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.**

**49 CFR Part 18**

**Energy Conservation** - The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **7. CLEAN WATER REQUIREMENTS**

**33 U.S.C. 1251**

**Clean Water** - (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **8. BUS TESTING**

**49 U.S.C. 5323(c)**

**49 CFR Part 665**

This section does not apply to this contract.

## **9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS**

**49 U.S.C. 5323**

**49 CFR Part 663**

This section does not apply to this contract.

## **10. LOBBYING**

**31 U.S.C. 1352**

**49 CFR Part 19**

**49 CFR Part 20**

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party CONTRACTORS are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that CONTRACTORS file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]** - CONTRACTORS who apply or bid for an award of \$100,000 or more 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.

#### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of CONTRACTOR's Authorized Official  
\_\_\_\_\_  
Name and Title of CONTRACTOR's Authorized Official  
\_\_\_\_\_  
Date

## **11. ACCESS TO RECORDS AND REPORTS**

### **49 U.S.C. 5325**

### **18 CFR 18.36 (i)**

### **49 CFR 633.17**

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the CONTRACTOR agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, CONTRACTOR agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO CONTRACTOR, access to the CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, CONTRACTOR agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until the Purchaser, 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. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

| Contract Characteristics                      | Operational Service Contract                   | Turnkey   | Construction   | Architectural Engineering         | Acquisition of Rolling Stock      | Professional Services             |
|---|--|---|--|-----------------------------------|-----------------------------------|-----------------------------------|
| <u>I State Grantees</u>                       | None   | Those imposed on state pass thru to CONTRACT OR             | None   | None                              | None                              | None                              |
| a. Contracts below SAT (\$100,000)            | None unless <sup>1</sup> non-competitive award |   | Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309 /5311 | None unless non-competitive award | None unless non-competitive award | None unless non-competitive award |
| b. Contracts above \$100,000/Capital Projects |  |   |  |                                   |                                   |                                   |
| <u>II Non State Grantees</u>                  | Yes <sup>3</sup>                               | Those imposed on non-state Grantee pass thru to CONTRACT OR | Yes  | Yes                               | Yes                               | Yes                               |
| a. Contracts below SAT (\$100,000)            | Yes <sup>3</sup>                               |   | Yes  | Yes                               | Yes                               | Yes                               |
| b. Contracts above \$100,000/Capital Projects |  |   |  |                                   |                                   |                                   |

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

## **12. FEDERAL CHANGES**

### **49 CFR Part 18**

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

## **13. BONDING REQUIREMENTS**

This section does not apply to this contract.

#### **14. CLEAN AIR**

**42 U.S.C. 7401 et seq**

**40 CFR 15.61**

**49 CFR Part 18**

**Clean Air** - (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **15. RECYCLED PRODUCTS**

**42 U.S.C. 6962**

**40 CFR Part 247**

**Executive Order 12873**

This section does not apply to this contract.

#### **16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

This section does not apply to this contract.

#### **17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**40 USC 3701(b)(1)(B)(iii) and (b)(2),**

**29 CFR 5.2(h),**

**49 CFR 18.36(i)(6)**

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

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

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

**Subcontracts** - The CONTRACTOR or subCONTRACTOR shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subCONTRACTORs to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subCONTRACTOR or lower tier subCONTRACTOR with the clauses set forth in paragraphs (1) through (4) of this section.

#### **18. RESERVED**

This section does not apply to this contract.

#### **19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

##### **No Obligation by the Federal Government.**

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

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

#### **20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**31 U.S.C. 3801 et seq.**

**49 CFR Part 31 18 U.S.C. 1001**

**49 U.S.C. 5307**

##### **Program Fraud and False or Fraudulent Statements or Related Acts.**

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

(2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(3) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subCONTRACTOR who will be subject to the provisions.



## **21. TERMINATION**

### **49 U.S.C. Part 18**

#### **FTA Circular 4220.1E**

This section is addressed by language in NVTAs Professional Services Agreement.

## **22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

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

## **23. PRIVACY ACT**

### **5 U.S.C. 552**

This section does not apply to this contract.

## **24. CIVIL RIGHTS REQUIREMENTS**

### **29 U.S.C. § 623, 42 U.S.C. § 2000**

### **42 U.S.C. § 6102, 42 U.S.C. § 12112**

### **42 U.S.C. § 12132, 49 U.S.C. § 5332**

### **29 CFR Part 1630, 41 CFR Parts 60 et seq.**

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - 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 Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated

during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(3) The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **25. BREACHES AND DISPUTE RESOLUTION**

### **49 CFR Part 18**

#### **FTA Circular 4220.1E**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the NVT A Purchasing Agent. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the Purchasing Agent. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing Agent shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by NVT A, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between NVT A and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which NVT A is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the NVT A or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **26. PATENT AND RIGHTS IN DATA**

### **37 CFR Part 401**

#### **49 CFR Parts 18 and 19**

This section does not apply to this contract.

## **27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

**49 U.S.C. § 5310, § 5311, and § 5333**

**29 CFR Part 215**

This section does not apply to this contract.

## **28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**49 CFR Part 26**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2.2%.

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NVTa deems appropriate. Each subcontract the CONTRACTOR signs with a subCONTRACTOR must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

A prime CONTRACTOR or subCONTRACTOR shall pay any subCONTRACTOR not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subCONTRACTORS. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of Section 7108.5 shall subject the violating CONTRACTOR or subCONTRACTOR to the penalties, sanctions and other remedies of the section. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the City's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime CONTRACTOR or subCONTRACTOR in the event of a dispute involving late payment or nonpayment by the prime CONTRACTOR, deficient subcontract performance, or noncompliance by a subCONTRACTOR. This provision applies to both DBE and non-DBE prime CONTRACTORS and subCONTRACTORS.

NVTa shall hold retainage from the prime CONTRACTOR and shall make prompt and regular incremental acceptance of portions, as determined by the City, of the contract work, and pay retainage to the prime CONTRACTOR based on these acceptances. The prime CONTRACTOR, or subCONTRACTOR, shall return all monies withheld in retention from a subCONTRACTOR within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by NVTa. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating prime CONTRACTOR or subCONTRACTOR to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime CONTRACTOR or subCONTRACTOR in the event of a dispute involving late payment or nonpayment by the prime CONTRACTOR, deficient subcontract performance, or noncompliance by a subCONTRACTOR. This provision applies to both DBE and non-DBE prime CONTRACTORS and subCONTRACTORS.

The CONTRACTOR must promptly notify NVTA, whenever a DBE subCONTRACTOR performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subCONTRACTOR to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE subCONTRACTOR and perform that work through its own forces or those of an affiliate without prior written consent of NVTA.

**29. [RESERVED]**

This section does not apply to this contract.

**30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**FTA Circular 4220.1E**

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

**31. DRUG AND ALCOHOL TESTING**

**49 U.S.C. §5331**

**49 CFR Parts 653 and 654**

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or of NVTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (date before March 15) to the contract manager at NVTA, 625 Burnell Street, Napa, CA 94559. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

## ATTACHMENT F

### PROPOSERS REFERENCE FORM

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1.     Job Description  
\_\_\_\_\_  
Contract Amount  
\_\_\_\_\_  
Time to Complete Job  
\_\_\_\_\_  
Owner and Location  
\_\_\_\_\_  
Contact Name and Telephone No.  
\_\_\_\_\_
  
2.     Job Description  
\_\_\_\_\_  
Contract Amount  
\_\_\_\_\_  
Time to Complete Job  
\_\_\_\_\_  
Owner and Location  
\_\_\_\_\_  
Contact Name and Telephone No.  
\_\_\_\_\_
  
3.     Job Description  
\_\_\_\_\_  
Contract Amount  
\_\_\_\_\_  
Time to Complete Job  
\_\_\_\_\_  
Owner and Location  
\_\_\_\_\_  
Contact Name and Telephone No.  
\_\_\_\_\_
  
4.     Job Description  
\_\_\_\_\_  
Contract Amount  
\_\_\_\_\_  
Time to Complete Job  
\_\_\_\_\_  
Owner and Location  
\_\_\_\_\_  
Contact Name and Telephone No.  
\_\_\_\_\_

**NOTE: It is important that this sheet be completed and submitted with your proposal. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.**

## ATTACHMENT G

### **PROPOSER'S DESIGNATED CONTACTS LIST**

Proposers are required to indicate in the space provided below the designated contact individual's name:

Matthew Wilcox, Transit Manager  
Napa Valley Transportation Authority (NVTa)  
625 Burnell Street  
Napa, CA 94559  
Phone: (707) 259-8635  
Fax: (707) 259-8638  
Email: [mwilcox@nvta.ca.gov](mailto:mwilcox@nvta.ca.gov)

#### **CONTRACTOR**

Name/Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Name/Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Name/Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## ATTACHMENT H

### DISCLOSURE FORM

#### DISCLOSURE OF GOVERNMENTAL POSITIONS

The Prospective CONTRACTOR hereby discloses that the following officers and employees of the CONTRACTOR currently hold the following positions with the identified governmental agency or held such position in the past 12 months.

Name of Owner/Employee \_\_\_\_\_

Name of the Governmental Agency \_\_\_\_\_

Complete Address of Government Agency \_\_\_\_\_

Governmental Position, (e.g. Director, officer and employee) \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_ Date: \_\_\_\_\_

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#### DISQUALIFICATION QUESTIONNAIRE

The CONTRACTOR shall complete, under penalty of perjury, the following questionnaire: Has the CONTRACTOR, any officer of the CONTRACTOR, or any employee of the CONTRACTOR who has proprietary interest in the CONTRACTOR, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_

No \_\_\_\_\_

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

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# ATTACHMENT I

## CALTRANS DBE/ DBE REQUIREMENTS

■ NVTa has established an overall Disadvantage Business Enterprise goal of 2.2%.

OR

□ NVTa has not established a DBE Goal for this Agreement' however, Contractor is encouraged to obtain DBE participation for this Agreement

### 1. GENERAL PROVISIONS

This Project is subject to Title 49 Code of Federal Regulations Part 26.13 (b) (49 CFR 26.13) that states:

“The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

Contractor's attention is directed to the following provisions:

- A. Any subcontract entered into as a result of this Project shall contain all of the provisions of this Section.
- B. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).
- C. Make work available to Disadvantaged Business Enterprises (DBE) and select work parts consistent with available DBE sub-Contractors.
- D. Meet the specified DBE participation goal or demonstrate that adequate good faith efforts were made to meet this goal; or if there is no specified DBE goal use good faith efforts for participation.
- E. Verify that the DBE proposer is certified as DBE. For a list of certified DBEs, follow the link [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm) for access to the CUCP database. There is no specific certification for DBE proposers; however the CPUC database breaks down DBE proposers by gender and ethnicity to facilitate locating DBE proposers.
- F. Contractor is responsible to be fully informed regarding the requirements of 49 CFR Part 26 and Caltrans DBE programs.

### 2. SUBMISSION OF DBE COMPLIANCE DOCUMENTATION

- A. If there is a DBE goal for the Contract, a “Local Agency Proposer -DBE – Information (Proposer Contract)” (Attachment E-1) form shall be completed and



submitted with the executed contract. The purpose of the form is to collect all DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

- B. The information provided on the form should include with names, addresses and phone numbers of DBE proposers that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful Contractor certified as a DBE should describe the work it has committed to perform with its own forces as well as any other work that it has committed to be performed by DBE sub-proposers and suppliers.

The Contractor is encouraged to provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If a DBE is participating as a joint venture partner, the successful Contractor is encouraged to submit a copy of the joint venture agreement.

### 3. DBE PARTICIPATION

It is the Contractor's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business proposer defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime Contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE proposer must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- E. The prime Contractor shall list only one subContractor for each portion of work as defined in their proposal and all DBE subContractors should be listed in the cost proposal list of subContractors.

- F. A prime proposer who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subproposers.
4. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A, PURCHASES WILL COUNT TOWARDS THE GOAL UNDER THE FOLLOWING CONDITIONS:
- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a proposer that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
  - B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a proposer that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the proposer must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
  - C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
  - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
5. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT UNDER THE FOLLOWING CONDITIONS:
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
  - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.

- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE proposer, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE proposer, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section 5, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

## 6. PERFORMANCE OF DBE CONTRACTORS AND DBE SUBCONTRACTORS / SUPPLIERS

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the proposer is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

## 7. FINAL REPORT

Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the CONTRACTOR or the Contractor's authorized representative and shall be furnished to NVTA with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to NVTA.

## 8. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to NVTA within 30 days.

## Attachment I-1 Local Agency Proposer DBE Information (Proposer Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS**

AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

TOTAL CONTRACT AMOUNT: \$\_\_\_\_\_

PROPOSAL DATE: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

[illegible]

### For Local Agency to Complete:

Local Agency Contract Number: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

|                             |           |      |
|-----------------------------|-----------|------|
| Print Name                  | Signature | Date |
| Local Agency Representative |           |      |

(Area Code) Telephone Number: \_\_\_\_\_

**For Caltrans Review:**

|   |           |      |
|---|-----------|------|
| Print Name                                  | Signature | Date |
| Caltrans District Local Assistance Engineer |           |      |

Total Claimed  
Participation

\$\_\_\_\_\_

%

Signature of Proposer

Date \_\_\_\_\_

(Area Code) Tel. No.

Local Agency Bidder - DBE Commitment(Rev 3/09)

INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION  
(PROPOSER CONTRACTS) (Revised 06/14)

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the proposer contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime proposer. The form has a column for the Names of DBE certified proposers to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime proposer's and subproposers' certification numbers. The prime proposer shall indicate all work to be performed by DBEs including, if the prime proposer is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE proposers.

Attachment E-2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

## Attachment I-2 DBE Information – Good Faith Efforts

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

NVTA established an Disadvantaged Business Enterprise (DBE) goal of \_\_\_\_\_% for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications

Dates of Advertisement

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

Names of DBEs  
Solicited

Date of Initial  
Solicitation

Follow Up Methods  
and Dates

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

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

| Items of Work | Bidder Normally Performs Item (Y/N) | Breakdown of Items | Amount(\$) | Percentage Of Contract |
|---------------|-------------------------------------|--------------------|------------|------------------------|
|---------------|-------------------------------------|--------------------|------------|------------------------|

|  |
|--|
|  |
|  |
|  |

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

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

|  |
|--|
|  |
|  |
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|  |

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

|  |
|--|
|  |
|  |
|  |
|  |

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

|  |
|--|
|  |
|  |
|  |
|  |

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

|  |
|--|
|  |
|  |
|  |
|  |



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

| Name of Agency/Organization | Method/Date of Contact | Results |
|-----------------------------|------------------------|---------|
|                             |                        |         |
|                             |                        |         |
|                             |                        |         |

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

## **EXHIBIT B**

### **COST SHEET**

*See attached*

## Cost Proposal Forms

### YEAR ONE

### ANNUAL TOTAL

#### a. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)

\$ 4,815.58 X 12 MONTHS

\$ 57,787

#### b. VARIABLE COST\* OPERATIONS

\$ 43.00 X 416 Evaluator ESTIMATED HOURS

\$ 17,888

\$ 30.00 X 416 Customer Service ESTIMATED HOURS

\$ 12,480

SUBTOTAL FOR YEAR ONE

\$ 88,155

Please submit a cost proposal worksheet for each year of the contract period.  
The cost proposal must include all costs incurred by CONTRACTOR in providing the services contemplated under this Agreement.

Signature of individual authorized to submit proposal on behalf of Proposer

Authorized Signature



Title

Chief Executive Officer

Date

February 7, 2017

Phone Number

949.230.1792

Email

[david@careevaluators.com](mailto:david@careevaluators.com)

Fax Number

949.448.8037

Addendum note to Year One Cost Proposal Worksheet.

Please note this worksheet does not provide for initial startup costs.

The Year One budget can be modified as below:

### ANNUAL TOTAL

SUBTOTAL FOR YEAR ONE

\$ 88,155

STARTUP COSTS

\$ 6,258

TOTAL YEAR ONE

\$ 94,413

**ATTACHMENT B**  
**COST PROPOSAL WORKSHEET**

| <b><u>YEAR TWO</u></b>                                      |          |   |                                      |    | <b><u>ANNUAL TOTAL</u></b> |
|---|----------|---|--------------------------------------|----|----------------------------|
| <b><u>a. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u></b> |          |   |                                      |    |                            |
| \$  | 4,957.67 | X | 12 MONTHS                            | \$ | 59,492                     |
| <b><u>b. VARIABLE COST*</u></b> OPERATIONS                  |          |   |                                      |    |                            |
| \$  | 45.00    | X | 416 Evaluator ESTIMATED HOURS        | \$ | 18,720                     |
| \$  | 31.00    | X | 416 Customer Service ESTIMATED HOURS | \$ | 12,896                     |
| SUBTOTAL FOR YEAR TWO                                       |          |   |                                      | \$ | 91,108                     |

**ATTACHMENT B**  
**COST PROPOSAL WORKSHEET**

| <b><u>YEAR THREE</u></b>                                    |          |   |                                      |    | <b><u>ANNUAL TOTAL</u></b> |
|---|----------|---|--------------------------------------|----|----------------------------|
| <b><u>a. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u></b> |          |   |                                      |    |                            |
| \$  | 5,104.00 | X | 12 MONTHS                            | \$ | 61,248                     |
| <b><u>b. VARIABLE COST*</u></b> OPERATIONS                  |          |   |                                      |    |                            |
| \$  | 47.00    | X | 416 Evaluator ESTIMATED HOURS        | \$ | 19,552                     |
| \$  | 32.00    | X | 416 Customer Service ESTIMATED HOURS | \$ | 13,312                     |
| SUBTOTAL FOR YEAR THREE                                     |          |   |                                      | \$ | 94,112                     |

## COST PROPOSAL DETAIL FOR THE NAPA VALLEY TRANSPORTATION AUTHORITY

| <u>Fixed Costs</u>                      | YEAR<br>ONE | YEAR<br>TWO | YEAR<br>THREE | TOTAL      |
|---|-------------|-------------|---------------|------------|
| Management Wages                        | \$ 7,100    | \$ 7,313    | \$ 7,532      | \$ 21,945  |
| Management Benefits                     | \$ 1,218    | \$ 1,255    | \$ 1,292      | \$ 3,765   |
| Evaluation Staff Wages                  | \$ -        | \$ -        | \$ -          | \$ -       |
| Evaluation Staff Benefits               | \$ -        | \$ -        | \$ -          | \$ -       |
| Customer Service Staff Wages            | \$ 18,792   | \$ 19,356   | \$ 19,936     | \$ 58,084  |
| Customer Service Staff Benefits         | \$ 4,085    | \$ 4,208    | \$ 4,334      | \$ 12,626  |
| Performance Bond                        | \$ 733      | \$ 733      | \$ 733        | \$ 2,200   |
| Office Supplies                         | \$ 1,200    | \$ 1,236    | \$ 1,273      | \$ 3,709   |
| Materials and Supplies                  | \$ 280      | \$ 288      | \$ 297        | \$ 865     |
| Facility Costs (if applicable)          | \$ 140      | \$ 144      | \$ 149        | \$ 433     |
| Other Equipment (List)                  | \$ -        | \$ -        | \$ -          | \$ -       |
| Software Maintenance and Support        | \$ 9,600    | \$ 9,888    | \$ 10,185     | \$ 29,673  |
| Recruiting and Background Checks        | \$ 150      | \$ 155      | \$ 159        | \$ 464     |
| Telephones                              | \$ 480      | \$ 494      | \$ 509        | \$ 1,484   |
| Insurance                               | \$ -        | \$ -        | \$ -          | \$ -       |
| Management Fee & Profit                 | \$ 14,009   | \$ 14,422   | \$ 14,848     | \$ 43,279  |
| Subtotal (Fixed Costs)                  | \$ 57,787   | \$ 59,492   | \$ 61,248     | \$ 178,527 |
| One-Time Start-up Costs                 | \$ 6,258    |             |               | \$ 6,258   |
|   |             |             |               |            |
| <u>Variable Costs</u>                   |             |             |               |            |
| Hourly rate for Evaluations             | \$ 43.00    | \$ 45.00    | \$ 47.00      |            |
| Hourly rate for Customer Service Onsite | \$ 30.00    | \$ 31.00    | \$ 32.00      |            |

Base your proposal on an assumption of 150-200 applications per year for each year for ADA Paratransit, 70-110 applications for the Mileage Reimbursement Program, and 100-150 applications for the Taxi Scrip Program.

## Startup Costs

Startup costs are included in Year 1 with a detail included below. Regional Manager time will not be billed. Software startup customization is incorporated into the monthly fee.

### Startup Costs (Not Included on Costing Forms)

|  | Quantity | Price (Including tax and delivery) | Total Cost      |
|--|----------|------------------------------------|-----------------|
| Labor  |          |                                    |                 |
| Initial Training - Evaluator                     | 16       | \$ 43.00                           | \$ 688          |
| Initial Training - Customer Service              | 32       | \$ 30.00                           | \$ 960          |
| Subtotal Labor                                   |          |                                    | \$ 1,648        |
| Other Direct Costs (ODC)                         |          |                                    |                 |
| Laptop Computer with mouse                       | 2        | \$ 850                             | \$ 1,700        |
| Computer Setup Fees                              | 2        | \$ 300                             | \$ 600          |
| Printer/Scanner with cables and ink              | 1        | \$ 400                             | \$ 400          |
| Cell Phone/Setup                                 | 1        | \$ 80                              | \$ 80           |
| Software Customization (included in monthly fee) |          |                                    | \$ -            |
| Subtotal Non-Labor                               |          |                                    | \$ 6,076        |
| Management Fee on ODCs 3%                        |          |                                    | \$ 182          |
| <b>Total Startup</b>                             |          |                                    | <b>\$ 6,258</b> |

## Pass Through Costs

Postage and Translations (if needed) will be invoiced as pass-through costs with no markup. Estimates for these costs are not included in this pricing.

## Invoice Form

An example of a C.A.R.E. invoice is below. C.A.R.E. can modify this template as requested by NVT.A.



## **NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Kate Miller, Executive Director  
(707) 259-8634 / Email: [kmiller@nvta.ca.gov](mailto:kmiller@nvta.ca.gov)  
**SUBJECT:** Federal and State Legislative Updates and State Bill Matrix

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board receive the monthly Federal and State Legislative updates, and take action on proposed legislation included on the State Bill Matrix (Attachment 3).

### **EXECUTIVE SUMMARY**

The Board will receive the Federal Transportation Legislative update (Attachment 1) provided by Van Scoyoc Associates, the State Legislative update (Attachment 2) and the State Bill Matrix (Attachment 3), provided by Platinum Advisors.

### **FISCAL IMPACT**

Is there a Fiscal Impact? No

### **SUPPORTING DOCUMENTS**

Attachments: (1) February 28, 2017 Federal Legislative Update (Van Scoyoc Associates)  
(2) February 27, 2017 State Legislative Update (Platinum Advisors)  
(3) February 27, 2017 State Bill Matrix (Platinum Advisors)



TO: Kate Miller, NVTA  
FROM: Steve Palmer, Channon Hanna, and David Haines  
DATE: February 28, 2017  
SUBJECT: Federal Legislative Update

The following is a summary of federal legislative activities related to transportation, housing, and environmental issues over the last month.

### **Congressional Hearings**

***Earmark Ban.*** During the month of February, House Republicans appeared to be pushing ahead with plans to consider lifting the ban on earmarks. House Rules Committee Chairman Pete Sessions (R-TX) has said the Rules Committee will hold hearings on allowing for the return of “congressionally directed spending” in coming months and make a recommendation on the matter before the Fourth of July recess. A final decision would then be up to the entire Republican conference. According to Sessions, “The process will include testimony before Rules from members of Congress, what Sessions called ‘guests,’ constitutional experts, members of the Trump administration, and representatives of the Army Corps of Engineers and law enforcement.”

***Infrastructure for America.*** On February 1, the Transportation and Infrastructure Committee held a hearing to explore the challenges facing our Nation’s infrastructure and a vision for building a 21st century infrastructure for America. Witnesses included representatives from FedEx, Cargill, BMW, Vermeer, and the AFL-CIO. During the hearing, Chairman Bill Shuster (R-PA) said that President Trump’s goal of revitalizing the nation’s infrastructure offers a unique opportunity, and said Congress should concentrate on passing major legislation. Ranking Democrat Peter DeFazio (D-OR) called for raising user fees, including both the gas tax and uncapping the passenger facility charge. Witnesses for BMW and Cargill said they have trouble shipping their vehicles and produce around the world because ports can’t support large container ships. FedEx said that the company goes through more tires than it did 20 years ago due to poor highway and road conditions. All witnesses highlighted the need for more federal investment across the board.

***EPA Administrator Nomination.*** On February 1, the Senate Environment and Public Works Committee held a hearing to consider President Trump’s nominee Scott Pruitt to be Administrator of the U.S. Environmental Protection Agency. On February 2, the Committee approved Pruitt as Democrats on the Committee tried to boycott the nomination.



***Future of Transportation Security Administration (TSA).*** On February 2, the Transportation and Protective Security Subcommittee held a hearing to examine how TSA can adjust to confront an ever-changing threat landscape and to combat internal staffing issues. Witnesses included representatives from Airports Council International (ACI), US Travel Association, and American Federation of Government Employees (AFGE). During the hearing, Subcommittee Chairman John Katko (R-NY) said he would work toward a TSA authorization bill that focuses on putting new technology into airports faster. US Travel Association highlighted the burdens of air travel encourage travelers to use other transportation options which ultimately costs the travel industry \$15 billion annually. ACI stated that TSA is slow to implement new technologies due to funding and regulatory issues. AFGE testified that workers need better pay and benefits.

***Inspector General Recommendations for Improving Federal Agencies.*** On February 8, the Committee on Commerce, Science and Transportation held a hearing on recommendations from Inspector Generals on recommendations on improving their respective agencies. Witnesses included the Inspector Generals from the Department of Transportation, (DOT), Department of Homeland Security, Department of Commerce, and the National Science Foundation.

***Modernizing our Nation's Infrastructure.*** On February 8, the Environment and Public Works Committee held an oversight hearing on modernizing our infrastructure. The hearing included public sector witnesses, including representatives from Colorado DOT, Wyoming DOT, Delaware Department of Natural Resources and Environmental Control, Grant County, Oklahoma, and Putnam Public Service District in Wyoming.

***Self-Driving Cars, Road to Deployment.*** On Tuesday 14, the Subcommittee for Digital Commerce and Consumer Protection of the Energy and Commerce Committee held a hearing on self-driving cars. Witnesses included representatives from General Motors, RAND Center for Decision Making Under Uncertainty, Volvo, Lyft, and Toyota Research Institute.

***Modernization of the Endangered Species Act.*** On February 15, the Senate Committee on Environment and Public Works held an oversight hearing on the Endangered Species Act. The following individuals were witnesses at the hearing: Governor of Wyoming, as well as representatives from the North Carolina Wildlife Resources Commission; Wisconsin Farm Bureau Federation; Defenders of Wildlife; and Associations of Zoos and Aquariums.

***Multimodal Transportation System.*** On February 15, the Subcommittee on Surface Transportation and Merchant Marine of the Committee on Commerce, Science and Transportation held a hearing to explore stakeholder perspectives for increasing the efficiency and safety of our nation's multimodal transportation system. Witnesses included representatives from BNSF Railway, Schneider National, Dow Chemical Company, and Amtrak.

**Improving TSA.** On February 16, the Subcommittee on Aviation Operations, Safety, and Security of the Committee on Commerce, Science and Transportation held a hearing to explore stakeholder perspectives on how the TSA may better serve the traveling public. The hearing also examined the TSA's implementation of recently-passed laws including aviation security provision in the Federal Aviation Administration (FAA) Extension, Safety, and Security Act of 2016. Witnesses included representatives from the Cargo Airline Association, Airlines for America, Denver International Airport, and Analogic.

## **Executive Branch**

**Transportation Statistics Annual Report 2016.** On February 7, DOT released the Transportation Statistics Annual Report 2016 which includes key information and data about for all modes of transportation.

**Buy America Handbook Delayed.** On February 9, FTA announced that in accordance with the White House memo issues on January 20, 2017 regarding a "Regulatory Freeze Pending Review", the agency is delaying the effective dates of the Award Management Requirements Circular and the Buy America Handbook until March 21, 2017.

**Federal Motor Vehicle Safety Standards.** On February 6, the National Highway Traffic Safety Administration (NHTSA) announced a delay of the effective date of the final rule entitled "Federal Motor Vehicle Safety Standards; Minimum Sound Requirements for Hybrid and Electric Vehicles" published on December 14, 2016. The effective date is now delayed until March 21, 2017.

**System Safety Program.** On February 13, the Federal Railroad Administration (FRA) posted a stay of regulations for the final rule requiring commuter and intercity passenger railroads to develop and implement a system safety program (SSP) to improve the safety of their operations (posted on August 12, 2016). FRA's stay is in place until March 21, 2017.

**Passenger Equipment Safety Standards, Alternative Compliance and High-Speed Trainsets.** On February 13, FRA reopened a notice of proposed rulemaking to amend regulations on passenger equipment safety standards for comments. Comments are now due March 21, 2017.

**National Performance Management Measures Final Regulations Delay.** On February 13, the Federal Highway Administration (FHWA) delayed the effective dates of the of the following regulations until March 21, 2017: National Performance Management Measures; Assessing Pavement Condition for the National Highway Performance program and Bridge Condition for the National Highway Performance Program, RIN 2125-AF53; and National Performance Management measures; Assessing Performance of the National Highway System, Freight Movement on the

Interstate System, and Congestion Mitigation and Air Quality Improvement Program, RIN 2125-AF54.

***Federal Home Loan Bank Community Support Program.*** On February 15, Federal Housing Finance Agency (FHFA) announced they were opening up the every-two-year review of all applicable Federal Home Loan Bank members under FHFA's community support requirements regulation. Comments are welcome until March 31, 2017 on the community support performance of individual members.

###



February 27, 2017

TO: Kate Miller, Executive Director  
Napa Valley Transportation Authority

FR: Steve Wallauch  
Platinum Advisors

**RE: Legislative Update**

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***Preemptive Strike:*** Last week Senate Pro Tem de Leon and members of the Senate Democrat Caucus announced a package of bills aimed at preempting any federal rollback of statutes or regulations related to the environment, public health, and whistleblower protections. These measures in short would incorporate into state law specific federal statutes and federal regulations as those statutes and regulations existed on January 1, 2017.

The package includes SB 49 (de Leon), which would make current federal clean air, climate, clean water, worker safety, and endangered species standards enforceable under state law. This bill directs state environmental, public health, and worker safety agencies to take all actions within their authorities to ensure standards in effect and being enforced today continue to remain in effect. This would include directing the California Air Resources Board (CARB) to proceed with and enhance the implementation of air quality programs.

SB 50 was also amended to establish a new state policy to discourage the conveyance of federal land to private owners. SB 50 directs the State Lands Commission to establish a process granting the state the "first right of refusal" of any federal lands proposed for sale or conveyance. The final piece of this package is SB 51, which would enact the Whistleblower and Public Data Protection Act. SB 51 would ensure that federal employees do not lose state licensure for revealing any violations of law. It would also direct state environmental and public health agencies to protect any information or data under state law, even if federal entities order their censorship or destruction.

***Reduction Targets:*** The California Air Resources Board staff has announced a series of workshops to discuss updating regional passenger vehicle emission reduction targets for metropolitan planning organizations (MPO). You will recall SB 375 required MPOs to add a Sustainable Communities Strategy (SCS) to their Regional Transportation Plans in an effort to better integrate transportation and land use planning. SB 375 also directed CARB to establish regional greenhouse gas emission reduction targets for

each MPO to use as a goal when developing its SCS. These workshops will provide an update on these targets and concepts for any target update. These workshops will be held in Los Angeles, Sacramento, and Fresno. The Sacramento workshop will be held on March 9<sup>th</sup> from 1:30-3:30 p.m. The Sacramento workshop will also be webcast.

## **LEGISLATION**

**Be Mine:** With April 6<sup>th</sup> marked as the goal for having a transportation funding package sent to the Governor, the Senate Transportation & Housing Committee gave transportation advocates their Valentine by approving SB 1 on February 14<sup>th</sup>. Since then, SB 1 has been approved by the Senate Committee on Environmental Quality, and it moves next to its final policy hearing by the Senate Committee on Governance & Finance on March 1<sup>st</sup>.

After a lengthy hearing that included the usual suspects of labor, cities, counties, and transportation entities lining up in support, and an unusual crew of environmental groups, oil industry and anti-tax groups in opposition, the Senate Transportation Committee approved SB 1 on a party line vote of 8-3, with two members abstaining. A more condensed hearing was held by the Senate Committee on Environmental Quality chaired by Senator Bob Wieckowski. Committee passage only requires a majority vote, but a 2/3 vote is required for passage on the floor.

There is still a long ways to go before an agreement is reached. Senators Richard Roth (D – Riverside) and Anthony Cannella (R-Ceres) opted not to vote on SB 1. While Senator Roth was silent on the bill, Senator Cannella stated why he could not currently support SB 1, and he remains committed to working on reaching an agreement. In short, Senator Cannella feels that SB 1 does not go far enough. He would like to see greater Constitutional protections for transportation revenues, the return of all weight fee revenue, additional California Environmental Quality Act (CEQA) reforms, and expanded funding for rail service. In addition, Senator Canella stated that additional revenue is needed.

Even those that voted for the bill made several comments conditioning their support. Senator Scott Wiener stated, “We are not there yet.” Senator Wiener commented that SB 1 only allocates about 10% of the funds to public transit and that is not enough, and he would like to see greater flexibility to allow locals to use any of the funds on transit projects. Senator Nancy Skinner expressed concerns on whether the \$100 fee on Zero Emissions Vehicles (ZEVs) was equivalent to the fees paid for other vehicles. Senator Bob Wieckowski raised similar equity questions. Senator Skinner suggested raising the ZEV fee to be on par with other vehicles, and use that added revenue for transit. Senator Skinner also suggested that the Department of Motor Vehicles (DMV) should allow registration fees to be paid monthly in order to lessen the impact of a large onetime payment. Overall, Senator Skinner voted for the bill but would like to see a higher ZEV fee, monthly DMV payments, and more money for public transit.

While SB 1 moves forward there is still a long way to go, but at least the Legislature appears focused on reaching an agreement before they adjourn for Spring Recess on April 6<sup>th</sup>.

**Minority Report:** The Assembly Republican Caucus recently unveiled its transportation funding plan. AB 496 (Fong) outlines a plan that would dedicate \$5.6 billion in ongoing revenue and \$2.2 billion in loan repayments. This is done without increasing taxes, but relies on shifting general fund revenue to transportation programs. The \$2.2 billion in loan repayments includes the \$700 million in loans being repaid in AB 1 and SB 1, as well as \$1.5 billion in “excess” weight fee revenue that has been loaned to the general fund over several years. Under existing law the \$1.5 billion in weight fee loans would have been repaid to the Transportation Debt Service Fund, but under AB 496 these funds would return to the Highway Users Tax Account. While this proposal is more realistic and defensible than prior plans, it would fill the hole in transportation funding by digging a hole in the general fund, which is a non-starter for many Legislators. The funding proposal includes the following:

Revenues:

- \$3 billion by dedicating all sales tax revenue generated from vehicle sales to transportation. This transfers these funds from the general fund to the Traffic Relief and Road Improvement Account (TR&RIA) created by AB 496.
- \$1.1 billion by halting the transfer of truck weight fees from the State Highway Account to the Transportation Debt Service Fund. AB 496 would repeal the laws making this transfer.
- \$550 million by dedicating vehicle insurance tax revenue to transportation, another transfer from the general fund.
- \$140 million from the return of miscellaneous transportation revenues, such as non-Article 19 funds.
- \$125 million by returning fuel tax revenue being used for non-highway purposes.
- \$100 million realized through implementing Caltrans efficiencies.
- \$10 million in funds returned to the Off-Highway Vehicle Trust Fund.
- The proposal would also transfer \$135 million in diesel fuel taxes from the State Transit Assistance (STA) fund, and \$160 million in vehicle registration fee revenue currently dedicated to the Air Quality Improvement Program (AQIP) (aka AB 118 Program) to the TR&RIA. The STA and AQIP programs would be backfilled with a like amount of cap & trade auction revenue. It appears that the transfer of these funds to the TR&RIA would only occur to the extent that cap & trade revenue is available to backfill this transfer.
- Transit would also receive an additional \$270 million in cap & trade auction revenue, or an amount equivalent to what would be generated by the 3.5% diesel fuel sales tax increase proposed in AB 1.

The ongoing revenue would be annually allocated as follows:

- \$2.1 billion to cities and counties for local streets and roads
- \$1.7 billion to Caltrans for state highway maintenance
- \$1.32 billion for new capacity and traffic relief through the State Transportation Improvement Program (STIP)
- \$270 million to public transit through the STA program
- \$100 million for active transportation projects
- \$80 million to the DMV for modernization and the California Highway Patrol (CHP)
- \$10 million to the Off-Highway Vehicle Trust Fund

AB 496 also includes the following reform measures that are similar to those in AB 1 and SB 1.

- Expands the existing CEQA exemption for road maintenance projects to all counties. It is currently limited to rural counties.
- Creates the Transportation Inspector General
- Makes the California Transportation Commission (CTC) an independent entity, again.
- Allocates federal Fixing America's Surface Transportation FAST Act funds through the Trade Corridors Improvement Program.
- Enacts greater CTC oversight of the programming and allocation of funds for the SHOPP.
- Increase the level of contracting out that Caltrans must provide of design and engineering work.
- Extends the sunset on the authority to enter into public private partnerships.
- Repeals provisions the so called "road diet" provisions which allow the Office of Planning & Research to establish congestion metrics other than level of service in areas outside of transit priority areas.

**National Environmental Policy Act (NEPA) Delegation:** [AB 28](#) (Frazier) has been unanimously approved by both the Assembly Committees on Transportation and Appropriations, and was approved by the Assembly floor on Monday, February 13th. This bill will be heard next by the Senate Committee on Transportation & Housing on February 28<sup>th</sup>.

AB 28 would re-enact a program that authorizes Caltrans to assume the responsibilities of administering the National Environmental Policy Act (NEPA) for federally funded transportation projects in California. The statutory authority for Caltrans to assume this role expired on January 1, 2017. This NEPA delegation process speeds up the environmental review process that is required under NEPA and CEQA. Technically, AB

28 would waive Caltrans' 11th Amendment right to sovereign immunity from lawsuits brought in federal court – in short, it requires Caltrans to defend its work in the NEPA document. The bill is moving at an accelerated pace in order to reach the governor's desk before Caltrans is required to re-apply with the federal Department of Transportation.

**Constitutional Amendments:** Two Constitutional amendments have been introduced to provide greater protection for transportation funds and lower the voter threshold for local transportation taxes. First, Senator Josh Newman (D-Los Angeles) introduced State Constitutional Amendment (SCA) 2. This measure makes several revisions to the protections added by Prop 22. SCA 2 would prospectively prohibit the use of truck weight fees to pay for transportation bonds approved after January 1, 2017. The bill would also expand the protections for Public Transportation Account revenues to also include the 1.75% increase to the diesel fuel sales tax that was enacted as part of the gas tax swap. The ban on borrowing fees and taxes would also apply to any vehicle fees or taxes dedicated to transportation accounts.

Senator Scott Wiener has introduced SCA 6, which would allow a local government to impose any special tax with a 55% approval of the voters if the special tax dedicates 100% of the revenues, not including collection and administrative expenses, to transportation programs and projects.

**Affordable Housing:** Funding affordable housing projects has become a high priority within the Legislature, and several bills have been introduced to date aimed at addressing this problem. The primary bills were introduced as part of the Senate's infrastructure package, which includes SB 2 (Atkins) and SB 3 (Beall).

SB 2 would enact the Building Homes & Jobs Act. This bill would create a stable funding source for affordable housing projects by imposing a \$75 fee on filing real estate transactions – excluding commercial and residential real estate sales. This would generate \$300-- \$500 million annually. SB 2 requires 20% of the funds to be expended for affordable owner-occupied workforce housing and 10% to address affordable homeownership and rental housing opportunities for agricultural workers and their families. The remaining funds may be used for a number of specified activities. In addition, SB 2 directs Housing and Community Development (HCD) to provide for a geographically balanced distribution of funds, and to allocate 50% of the funds directly to local governments, *but it does not guarantee that a local government will receive a share of funds.*

*SB 3 would place \$3 billion in bonds on the ballot to fund a range of affordable housing and infill development projects. The bill would allocate the funds to the existing programs as follows:*

- *\$1.5 billion to the Multifamily Housing Program*
- *\$200 million to Transit-Oriented Development Implementation Program*
- *\$300 million to the Infill Incentive Grant Program*
- *\$300 million to the Joe Serna Jr. Farmworker Housing Grant Program*



- \$300 million to the Local Housing Trust Fund matching Grant Program
- \$300 million to the CalHome Program
- \$100 million to the Building Equity and Growth in Neighborhoods Program

Closer to home, Senator Bill Dodd and Assemblywoman Cecilia Aguiar-Curry introduced legislation to support Napa County's farmworker housing centers. Senator Dodd has introduced SB 240 which would allow Napa County grape growers to increase their annual assessment from \$10 to \$15 per planted vineyard acre. In addition, Assemblywoman Aguiar-Curry has introduced AB 317, which would make the farmworker housing centers eligible to receive grants from state farmworker programs.



February 27, 2017

New Positions

| Bills   | Subject   | Status                | Client - Position   |
|---|---|-----------------------|---|
| <b><u>AB 317</u></b><br><b><u>(Aguiar-Curry D)</u></b><br>Napa County;<br>farmworker<br>housing                               | AB 317 would make the Napa County Farmworker Housing Centers eligible to receive state funds. Specifically, the bill would establish the Napa County Farmworker Centers Account to be administered by the Department of Housing and Community Development to assist in the financing, maintenance, and operation of the Napa County Housing Authority's Farmworker Centers  | ASSEMBLY H.<br>& C.D. | Recommended<br>Position:<br>SUPPORT                         |
| <b><u>SB 2</u></b><br><b><u>(Atkins D)</u></b><br>Building<br>Homes and<br>Jobs Act.  | This bill establishes the Building Homes and Jobs Act (Act) and imposes a \$75 fee on real estate transaction documents, excluding commercial and residential real estate sales, to provide funding for affordable housing. While SB 2 calls for 50% of the funds to be allocated to directly to local governments, the bill does not guarantee that local government will receive funds. The bill should be amended to provide a return to source for some of these funds. | SENATE T. &<br>H.     | Recommended<br>Position:<br>SUPPORT &<br>SEEK<br>AMENDMENTS |
| <b><u>SB 240</u></b><br><b><u>(Dodd D)</u></b><br>County<br>service<br>areas:<br>farmworker<br>housing:<br>County of<br>Napa. | This bill would increase the limit on the amount of the annual benefit assessment that the Napa County Board of Supervisors may levy from \$10 to \$15 per planted vineyard acre for the purpose of funding farmworker housing centers.   | SENATE GOV.<br>& F    | Recommended<br>Position:<br>SUPPORT                         |

|   |   |                  |                               |
|---|---|------------------|-------------------------------|
| <b><u>SCA 2</u></b><br><b>(Newman D)</b><br>Motor vehicle fees and taxes: restriction on expenditures.    | SCA 2 would prospectively prohibit the use of truck weight fees to pay for transportation bonds approved after January 1, 2017. The bill would also expand the protections for Public Transportation Account revenues to also include the 1.75% increase to the diesel fuel sales tax that was enacted as part of the gas tax swap. The ban on borrowing fees and taxes would also apply to any vehicle fees or taxes dedicated to transportation accounts. | SENATE T. & H.   | Recommended Position: SUPPORT |
| <b><u>SCA 6</u></b><br><b>(Wiener D)</b><br>Local transportation measures: special taxes: voter approval. | SCA 6 would allow a local government to impose any special tax with a 55% approval of the voters if the special tax dedicates 100% of the revenues, not including collection and administrative expenses, to transportation programs and projects.  | SENATE GOV. & F. | Recommended Position: SUPPORT |

### **Existing Positions**

| Bills  | Subject  | Status         | Client - Position |
|--|--|----------------|-------------------|
| <b><u>AB 1</u></b><br><b>(Frazier D)</b><br>Transportation funding.                                    | AB 1 is Assemblyman Frazier's renewed effort to address the funding shortfall facing our transportation infrastructure. This bill would generate about \$6.6 billion in revenue for the maintenance and rehabilitation of state highways and local streets and roads, as well as provide targeted investments in public transit and good movement corridors. | ASSEMBLY TRANS | SUPPORT           |
| <b><u>AB 17</u></b><br><b>(Holden D)</b><br>Transit Pass Program: free or reduced-fare transit passes. | AB 17 would create the Student Transit Pass Program to be administered by the Caltrans; however, the bill does not contain any funding. The bill would require the Controller to allocate moneys made available for the program, upon appropriation by the Legislature, to each transit operator pursuant to the State                                       | ASSEMBLY TRANS | Watch             |

|  |  |                                   |         |
|--|--|-----------------------------------|---------|
| <b><u>AB 17</u></b><br><b><u>(Holden D)</u></b><br>Transit Pass Program: free or reduced-fare transit passes.<br><b><i>(cont.)</i></b> | Transit Assistance (STA) formula. The funds must be used to support transit pass programs that provide free or reduced-fare transit passes to specified pupils and students.   |                                   |         |
| <b><u>AB 28</u></b><br><b><u>(Frazier D)</u></b><br>Department of Transportation: environmental review process: federal pilot program. | AB 28 would re-enact provisions that sunset on December 31 <sup>st</sup> 2016 that delegate the responsibility to Caltrans for complete NEPA review of transportation projects. While this same provision is also in AB 1 and SB 1, AB 28 is an urgency measure that can be moved ahead of any transportation funding agreement. | SENATE TRANS<br>February 28, 2017 | SUPPORT |
| <b><u>SB 1</u></b><br><b><u>(Beall D)</u></b><br>Transportation funding.   | SB 1 contains Senator Beall's transportation funding proposal. This bill would generate about \$6.6 billion in revenue for the maintenance and rehabilitation of state highways and local streets and roads, as well as provide targeted investments in public transit and good movement corridors.                              | SENATE G & F                      | SUPPORT |



## **NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Kate Miller, Executive Director  
(707) 259-8634 / Email: [kmiller@nvta.ca.gov](mailto:kmiller@nvta.ca.gov)  
**SUBJECT:** Proposed Regional Measure 3 (RM 3) Program

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve the proposed Regional Measure 3 Program (Attachment 1).

### **COMMITTEE RECOMMENDATION**

The Technical Advisory Committee approved the proposed Regional Measure 3 Program at its February 2, 2017 meeting.

### **EXECUTIVE SUMMARY**

The NVRTA Board Retreat presentation will focus on traffic congestion and two specific proposals for reducing congestion – Expanded Express Bus Service and Strategic State Route 29 (SR 29) Improvements. The presentation will culminate in approval of a Regional Measure 3 Program proposal included on Attachment 1 that will help fund significant portions of these improvements and improvements on State Route 37 (SR 37).

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

**FISCAL IMPACT**

Is there a Fiscal Impact? No, however approval of the program could result in receiving over \$40 million in new funding to make critical transportation improvements along SR 29, SR 221, and SR 37.

**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 AND DISCUSSION**

On December 14, 2016 MTC held its annual Commission Workshop, which included a Regional Measure 3 discussion. Regional Measure 3 is a proposed bridge toll increase on Bay Area Toll Bridges that would be placed on the ballot in November 2018 and include all 9 Bay Area counties.

The MTC/Bay Area Toll Authority (BATA) is considering introducing legislation this year to raise tolls by \$1-3 on the 7 state-owned Bay Area bridges which if passed, MTC/BATA will place Regional Measure 3 on the ballot in 2018 for voter approval. MTC/BATA has successfully passed two previous regional measures which combined have raised roughly \$3 billion for critical infrastructure projects; Regional Measure 1 in 1998 and Regional Measure 2 in 2004. The former raised \$2.4 billion for bridge and highway improvements and the latter \$1.5 billion for primarily transit projects that relieved congestion in the bridge corridors.

MTC/BATA staff have established draft principles for Regional Measure 3:

- **Bridge Nexus**  
Ensure all projects benefit toll payers in the vicinity of the Bay Area's seven state-owned toll bridges
- **Regional Prosperity**  
Invest in projects that will sustain the region's strong economy by enhancing travel options and improving mobility
- **Sustainability**  
Ensure all projects are consistent with Plan Bay Area's 2040 focused growth and greenhouse gas reduction strategy
- **State of Good Repair**  
Invest in projects that help restore transportation infrastructure in the bridge corridors
- **Technology**  
Invest in technology to optimize roadway capacity

- **Freight**  
Improve the mobility, safety and environmental impacts of freight
- **Resiliency**  
Invest in resilient bridges, including addressing sea level rise

A \$1 toll would generate \$127 million annually and is projected to generate \$1.7 billion based on a 25-year bond. A \$2 toll would generate \$254 million annually and is projected to generate \$3.3 billion based on a 25-year bond. A \$3 toll would generate \$381 million annually and is projected to generate \$5 billion based on a 25-year bond.

Napa residents pay roughly 2% of the tolls and are 2% of the region's voters.

NVRTA staff is recommending that the NVTA board approve the projects listed in Attachment 1. The projects respond to the criteria laid out in MTC's draft principles and would make considerable improvements to Napa's most congested corridors: SR 29, SR 221, and SR 37.

### **SUPPORTING DOCUMENTS**

Attachment: (1) NVTA Proposed Regional Measure 3 Program

### NVRTA Regional Measure 3 Program Priorities

| <b>Table 1: NVRTA Proposed Regional Measure 3 Program</b>             |  |                     |
|---|--|---------------------|
| <b>Project Title</b>  | <b>Description</b>   | <b>RM 3 Request</b> |
| <i>Park &amp; Ride Improvements - Technology/Access Upgrades</i>      |  |                     |
| Redwood P&R   | Bus charging station, electronic variable message signs (parking capacity, real time bus arrival, and traffic advisory)  | \$250,000           |
| American Canyon P&R (@ Crawford)                                      | Includes Bike/Ped access corridor from lot to SR 29/passenger shelters/bulb outs, bus charging stations, electronic variable message signs (parking capacity, real time bus arrival, and traffic advisory) - improvements on east and west sides of highway - see pedestrian overpass below. | 840,000             |
| American Canyon P&R - (2) Pedestrian Overpasses                       | Overpasses at American Canyon existing P&R (American Canyon Road) and new P&R (Napa Junction)  | 7,000,000           |
| Imola P&R   | Widen southbound SR 29 on-ramp and connect P&R to corridor, passenger shelter, paving, striping  | 2,000,000           |
| <i>Park &amp; Rides New</i>   |  |                     |
| American Canyon-North   | Acquire property and construct park and ride, including retail space and passenger amenities. Bus charging station and electronic variable message signs (parking capacity, real time bus arrival, and traffic advisory)   | 1,750,000           |
| <i>Curb Extensions (Bulb outs)/Rider Stations/Amenities</i>           |  |                     |
| American Canyon - City Hall/Walmart on corridor @Napa Junction        | Street structure to improve passenger loading/alighting safety and reduce interference with traffic flow.  | 125,000             |
| Napa Valley College - SR 221/State Hospital                           | Street structure to improve passenger loading/alighting safety and reduce interference with traffic flow.  | 250,000             |
| <i>Intersection Improvements</i>                                      |  |                     |
| American Canyon - Napa Junction to Mimi Drive (2.6 miles)             | Bike/Pedestrian - Both sides of Broadway/SR 29   | 5,200,000           |
| Napa Valley College - Imola to Kennedy Park /Streblow Dr. (0.7 miles) | Bike/Pedestrian - Both sides of Soscol/221   | 875,000             |



| <b>Table 1 - Continued: NVTB Proposed Regional Measure 3 Program</b> |   |                     |
|--|---|---------------------|
| <b>Project Title</b>   | <b>Description</b>  | <b>RM 3 Request</b> |
| <i>Miscellaneous Intersection Improvements</i>                       |   |                     |
|  | Signal priority   | \$750,000           |
|  | Queue jumps/intersection configuration improvements (3)               | 3,000,000           |
| Electric Buses   | Express Bus Expansion   | 14,000,000          |
| <b><i>Sub-Total</i></b>  |   | <b>\$36,040,000</b> |
| <i>Other Critical Infrastructure Priorities</i>                      |   |                     |
| SR 37 Upgrades   | Capital investments to reduce sea-level rise and congestion on SR 37. | No Specific Request |
| Vallejo Ferry Operations   | Increase service frequency  | No Specific Request |
| <i>Other Program Ideas</i>   |   |                     |
| Transit Clean Vehicle Program  | Vehicles, Fueling Infrastructure                                      | No Specific Request |
| Transit Technology Program   | Improve communications, predictability to encourage transit ridership | No Specific Request |