



March 15, 2017
NVRTA Agenda Item 9.4
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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
SUBJECT: Americans with Disabilities Act (ADA) Administration Contract Award

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.

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

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 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 ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 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 ³	Those imposed on non-state Grantee pass thru to CONTRACT OR	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes ³		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 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

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
(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

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.

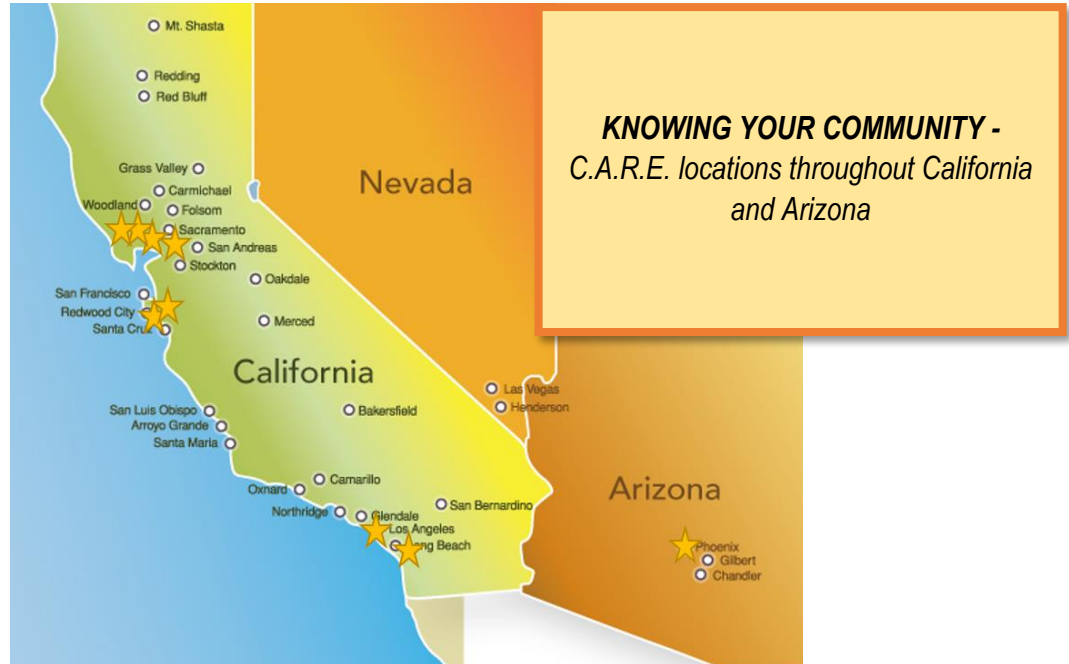
History, Reliability, and Locations

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 NVRTA 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 NVRTA 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.

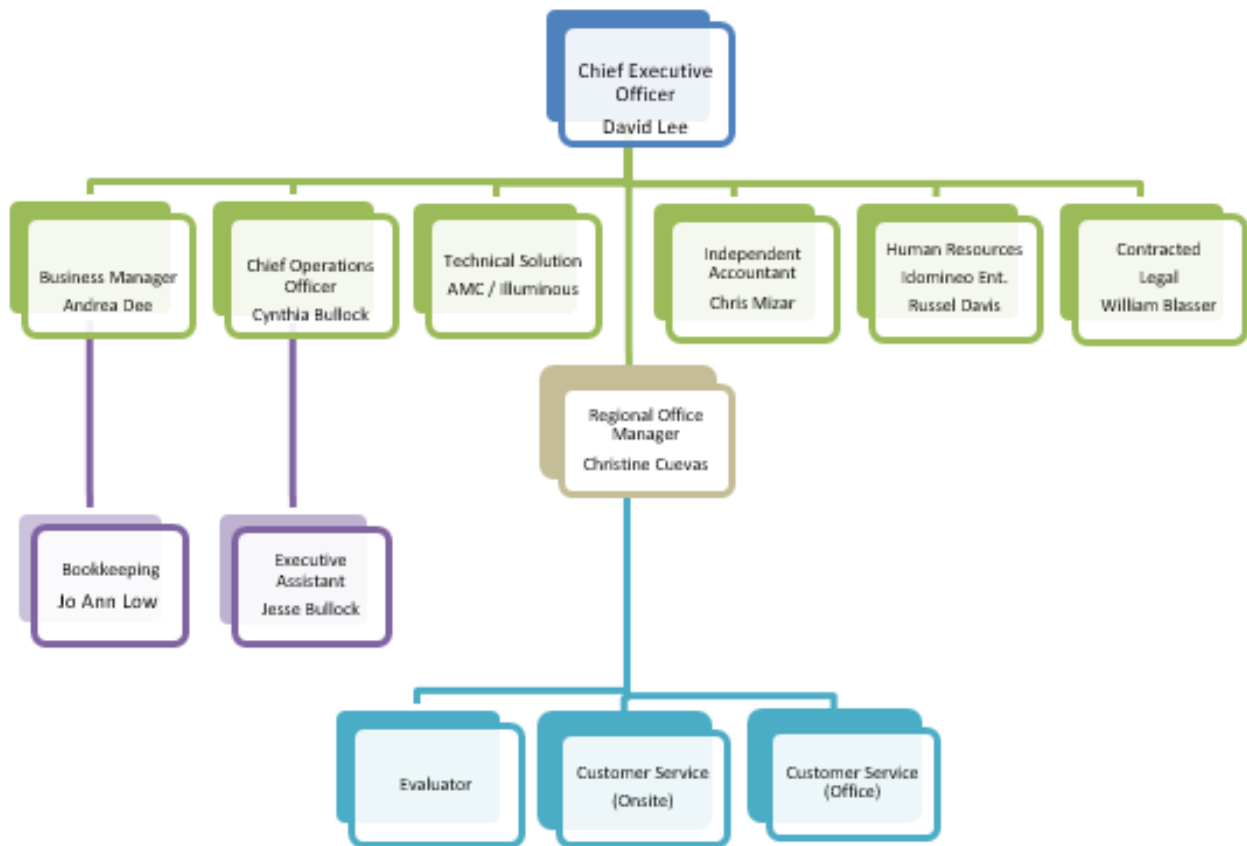
ASMS enhances data management capabilities, giving NVTa the ability to review cases and eligibility decisions, print applicant related information, and to produce reports at their desktop via a secure internet website.

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

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

<u>YEAR TWO</u>					<u>ANNUAL TOTAL</u>
<u>a. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>					
\$	4,957.67	X	12 MONTHS	\$	59,492
<u>b. VARIABLE COST*</u>					
			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

<u>YEAR THREE</u>					<u>ANNUAL TOTAL</u>
<u>a. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>					
\$	5,104.00	X	12 MONTHS	\$	61,248
<u>b. VARIABLE COST*</u>					
			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 ONE	YEAR TWO	YEAR 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
Total Startup			\$ 6,258

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.

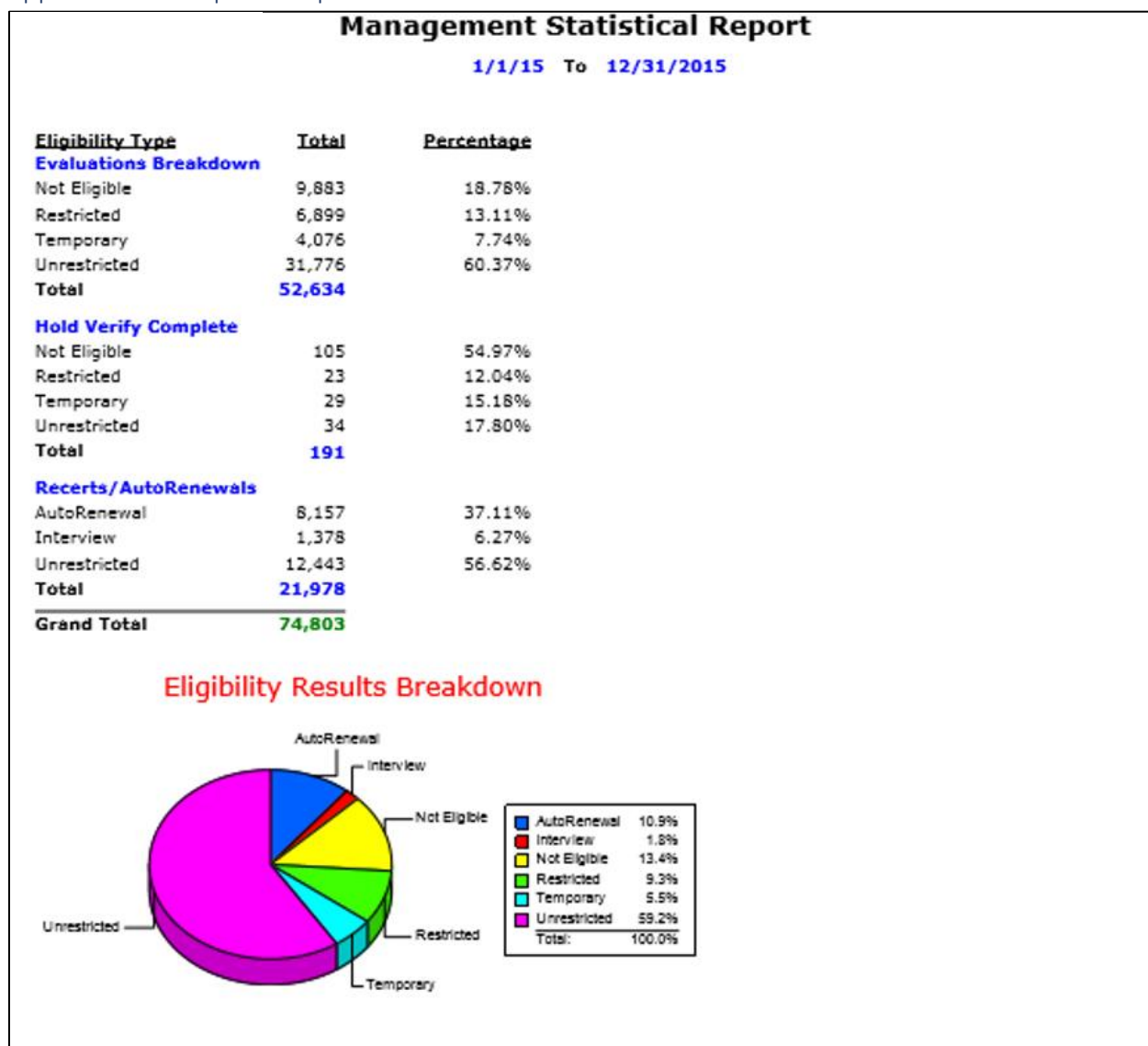
C.A.R.E. also proposes the two option years be exercised at the discretion of either NVTa or C.A.R.E.

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%
Grand Total	99,903	100.00%

ASI Uploaded Evaluation Totals By Date

<u>Date</u>	<u>Count</u>
-------------	--------------

January 5

Certs/Recerts	184
Certs/Recerts	184
Recerts/AppI	74
Recert - AutoRenew	68
RecertApp	6
Subtotal:	258

January 6

Certs/Recerts	203
Certs/Recerts	203
Recerts/AppI	7
RecertApp	6
ReCertIP	1
Subtotal:	210

January 7

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

January 8

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

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.

Signature of CONTRACTOR's Authorized Official

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

Name and Title of CONTRACTOR's Authorized Official

02/07/17

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 Solicited	Date of Initial Solicitation	Follow Up Methods 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.

Appendix C – Resume and Corporate Staff Qualifications

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. All inquiries pertaining to this RFP should be emailed to Renee Y. Kulick, Administrative Technician, at the following email address: 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 (NVT A 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 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 .

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 NVRTA 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 Thursdays¹. 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

¹ 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 – 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 cancelled² (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.

² 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 NVT A, until such time as the NVT A 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 ONE	YEAR TWO	YEAR THREE	TOTAL
<u>Fixed Costs</u>				
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				
Subtotal (Fixed Costs)				
<u>Variable Costs</u>				
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:

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

ATTACHMENT D

NVTA SAMPLE PROFESSIONAL SERVICE AGREEMENT **OR MASTER PROFESSIONAL SERVICES AGREEMENT**

Please refer to our website 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 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 ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 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 ³	Those imposed on non-state Grantee pass thru to CONTRACT OR	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes ³		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 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

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: _____

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.

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 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:

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):

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
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b. VARIABLE COST* OPERATIONS

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

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
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ATTACHMENT B
COST PROPOSAL WORKSHEET

<u>YEAR TWO</u>					<u>ANNUAL TOTAL</u>
<u>a. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>					
\$	4,957.67	X	12 MONTHS	\$	59,492
<u>b. VARIABLE COST*</u>					
			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

<u>YEAR THREE</u>					<u>ANNUAL TOTAL</u>
<u>a. MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>					
\$	5,104.00	X	12 MONTHS	\$	61,248
<u>b. VARIABLE COST*</u>					
			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 ONE	YEAR TWO	YEAR 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
Total Startup			\$ 6,258

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.