



**Request for Proposals No. 2020-06  
Transit Operations Services  
for the  
Vine Transit System located in Napa, California**



**Proposal Submittal Format Requirements:**

One (1) original and (1) electronic copy (USB/Flash Drive/CD) of the Proposal on or before **Friday, March 5, 2021 by 5:00PM PST**. **Original and electronic copy of the Proposal must be mailed to:** Napa Valley Transportation Authority, Attn: Contracting (RFP No. 20-06), 625 Burnell Street, Napa, CA 94559.

**Proposal received after the date and time stated above will not be accepted and returned unopened.**

**Addenda:** In order to receive any addenda(s) issued to this Request for Proposal, prospective proposers must register at: <https://www.nvta.ca.gov/procurement-opportunities>

**NOTE:** Mandatory attendance to the Pre-proposal Conference on **Wednesday, November 10, 2020, 11:00AM PST**, on Zoom Video Communications. Registration will be required for attendance.

NVRTA invites firms 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).

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# 1 About the Napa Valley Transportation Authority and Vine Transit

The Napa Valley Transportation Authority (herein referred to as “NVTA” or “Agency” or “Vine Transit” or “the Vine”) is issuing this Request for Proposals (RFP) to select a contract operator for the Vine Transit System using the Federal Transit Administration’s Best Value procurement guidelines. NVTA is requesting proposals for the provision of fixed route, ADA complementary paratransit, and On Demand Services. Proposers shall provide a clear, concise explanation of the proposer’s capability to satisfy the requirements of this RFP and the Contract for Fixed Route, Complementary ADA Paratransit, and On Demand Services (all located within Section 5). The Proposal shall be submitted in the requested format and shall provide all pertinent information, including but not limited to information relating to operational capability, experience, financial resources, management structure/organizational chart and annual full-time equivalent position list, and other information as specified required in this RFP.

NVTA is seeking a third party contractor (hereinafter referred to as “PROPOSER” or “CONTRACTOR”) that is interested in a spirit of partnership and cooperation to operate the Vine Transit system on a turn-key basis. Staff of the successful PROPOSER will be expected to work cooperatively with NVTA staff to perform in compliance with this RFP, any future addenda, and as directed by the Executive Director or designee.

The successful PROPOSER will be required to enter into an Contract for a term of five (5) years beginning on January 1, 2022 through June 30, 2026 with the option of two (2) one (1) year extensions (July 1, 2026 to June 30, 2027 and July 1, 2027 to June 30, 2028). These extensions may be exercised at NVTA’s sole discretion. Proposers shall provide price proposals for the base five (5) years of the Contract period plus each one (1) year optional extension, for a total of seven (7) years.

## 1.1 Profile of NVTA

NVTA is a joint powers authority (JPA) established in June of 1998 with members including the Cities of American Canyon, Calistoga, Napa, and 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 composed 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.

## 1.2 Overview of the Vine Transit System

NVTA operates the Vine Transit services and is the sole public transit provider for Napa County (<https://vinetransit.com/>). The Vine provides inter-county/city transit services between Napa Valley and the Counties of Solano and Contra Costa. VineGo is the complementary paratransit service for Napa County's residents. In addition, the Vine Transit On Demand services include American Canyon Transit, St. Helena Transit, the Yountville Trolley, and the Calistoga Shuttle. The fleet consists of over 70 vehicles, with several more on order, and provides over 1,000,000 passenger trips per year.

Napa County is one of nine counties located in the northern San Francisco Bay Area, between Sacramento and San Francisco in California's premier wine region. The County has a total population of 140,000 within an area of approximately 749 square miles, most of which is protected as an agricultural preserve. The median age is 40.7 years, and the age distribution of the population is rather spread out: 23.1% under the age of 18, 61.8% from 18 to 64, and 15.1% who are 65 years of age or older. The American Community Survey 2012-2016 indicates the median income for a household in the County is \$74,609.

NVTA firmly believes growing Vine Transit ridership is incumbent upon providing high quality customer service to patrons. The services to be provided under this RFP are local fixed route, regional and commuter express bus service, complementary paratransit, on-demand community shuttle service, customer service/ticket sales at the Soscol Gateway Transit Center (SGTC), vehicle maintenance and routine facility maintenance at the SGTC (excluding NVTA administration offices/boardroom on the 1<sup>st</sup> and 2<sup>nd</sup> floors), an operations/maintenance facility at 720 Jackson Street in Napa, two (2) park and ride lots located in Napa and Yountville, with a third park and ride (Imola Park and Ride) scheduled to be in service by July 2021, and approximately 300 bus stops and shelters throughout Napa County.

**NVTA is anticipating a move to a new operations/maintenance facility located at 96 and 101 Sheehy Ct., which is expected to be operational by summer 2022 (at which point the facility at 720 Jackson Street will be vacated and no longer be the responsibility of NVTA). NVTA will only accept proposals that encompass all services and facilities.**

PROPOSERS submitting proposals for all services must submit pricing that will allow for the separation of fixed route and paratransit/on-demand. It is expected that the pricing for ADA complementary and the four on demand shuttle services will have a reduced cost structure.



## 2 Bid Instructions and Requirements

### 2.1 RFP Timeline Outline

ACTIVITY	DATE
Request for <b>Proposals Release</b>	<b>October 28, 2020</b>
Mandatory Pre-Proposal Conference via Zoom	November 10, 2020, 11:00AM (PST)
Deadline for Submission of Clarifications	December 1, 2020, by 5:00PM (PST)
Post Date of Responses to Clarifications by	December 18, 2020
Request for <b>Proposals Due</b>	<b>March 5, 2021, by 5:00PM (PST)</b>
Interviews with Most Qualified Proposers	Week of April 5, 2021
BAFO Period	April 19- 23, 2021
Notice of Intent to Award	May 3, 2021
Final negotiations with selected operator	<b>June 2021</b>
Recommendation of <b>Award</b> to Board of Directors/Notice to Proceed	<b>July 21, 2021</b>
Mobilization	September- December 2021
Commencement of Services	January 1, 2022
Contract Completion	June 30, 2026

### 2.2 Mandatory Pre-Proposal Conference

A **mandatory** pre-proposal conference will be conducted via Zoom Video Conference Call on November 10, 2020, 11:00AM (PST). Pre-registration will be required through Zoom. Further information and instructions will be posted as soon as possible. Prospective PROPOSERS are requested to submit written questions to Renée Kulick, Sr. Administrative Technician, via e-mail at: [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov). The subject line for questions submitted in writing should include reference to: “*Questions - NVTA RFP No. 2020-06 Transit Operations Services*”. Prospective PROPOSERS are reminded that any changes to the RFP will be by written addenda only and nothing stated verbally shall change or qualify, in any way, any of the provisions in the RFP and shall not be binding on the NVTA.

## **2.3 Proposer Communications and Requests**

All correspondence, communication and/or contact in regard to any aspect of this solicitation or offers shall be with the Contracts Administrator above, or his/her designated representative. Responders to this RFP may be referred to as PROPOSER or PROPOSERS. PROPOSER representatives shall not make any contact with or communicate with any members of NVTa, its employees and consultants, other than the Project Manager in regard to any aspect of this solicitation or offer.

At any time during this procurement, up to the time specified in the "Proposal Schedule", PROPOSER may e-mail the Project Manager or his/her designee a request for a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified services or cost cutting measures. The PROPOSER making the request shall be responsible for its proper delivery to the Project Manager per "NVTa and Project Manager" on the form provided in "Request for Pre-Offer Change". Any request for a change to any requirement in this RFP must be fully supported with pertinent information evidencing that the exception will result in 1) a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements, or 2) a condition that supports NVTa's interest in innovative concepts or investments for enhancing efficiency and/or service. Any responses to such written requests shall be provided by the Project Manager or his/her designee in the form of an addendum to this RFP. Only written responses provided as addenda shall be official and all other forms of communication with any officer, employee or agent of NVTa shall not be binding on NVTa.

If it should appear to a prospective PROPOSER that the performance of the expected work, or any of the matters relating thereto, is not sufficiently described or explained in the RFP, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local or NVTa law, ordinance, rule, regulation, or other standard or requirement, then the PROPOSER shall e-mail a written request for clarification to NVTa's Project Manager or his/her designee prior to the due date for offers.

## **2.4 RFP Acknowledgements**

- **Addenda to Request for Proposal**

NVTa reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. NVTa shall provide copies of addenda to all prospective PROPOSERS officially known to have received the RFP. Prospective PROPOSERS, or their agents, shall be responsible for collecting any addendum from the Project Manager. Notifications

and/or any actual addendum will also be e-mailed or delivered to all such prospective PROPOSERS officially known to have received the RFP and to the e-mail address and/or mailing address provided by each prospective PROPOSER. Failure of any prospective PROPOSER to receive the notification or addendum shall not relieve the PROPOSER from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP.

Prospective PROPOSERS shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals. Failure to acknowledge in their proposals receipt of addenda may at the NVTAs sole option disqualify the proposal. To receive any addenda to this RFP, vendors must register at: <http://www.nvta.ca.gov>. If NVTAs determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that NVTAs determines will allow PROPOSERS sufficient time to revise their proposals. Any new due date shall be included in the addenda.

- **Conditions, Exceptions, Reservations or Understandings.** Proposals stating conditions, exceptions, reservations or understandings (hereinafter “deviations”) relating to the RFP may be rejected. PROPOSER may submit an alternate proposal that states deviations so long as a basic proposal not containing deviations is submitted in the same package. Any alternate proposal shall include a price proposal in accordance with “Price Proposal Requirements”.

Any and all deviations must be explicitly, fully and separately stated in the proposal by completing form(s) provided in “Form for Proposal Deviation” setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by the NVTAs. Deviations found by NVTAs to be unacceptable will not be evaluated in accordance with the appropriate evaluation criteria and procedures.

## 2.5 RFP Packing and Submission Instructions

Sealed proposals including one (1) original, and one (1) electronic copy (USB/Flash Drive/CD) and one (1) original Price Proposal (printed and in electronic format in an Excel workbook) must be received at the address shown on the RFP cover page to the Contracts Administrator by **by March 5, 2021 by 5:00 pm PST**. Proposals shall be submitted on 8-1/2” x 11” letter size paper. Offers should be typed; font size 12, front and back, and should not include any unnecessary elaborate or promotional material. Lengthy narratives are discouraged. Presentations should be brief and concise. **Information should follow the numbering system below in the submission package outline.**

*NVTAs is subject to the California Public Records Act. However, any information considered proprietary or confidential in nature such as actual salary information*

*which is clearly marked as confidential can be considered exempt from public disclosure under the California Public Records Act.*

All labor, equipment, and materials shall be furnished in strict accordance with the schedule and conditions of the Contract Documents. Proposals and subsequent offers shall be valid for a period of 120 days. The term of this Contract will be for five (5) years from date of award, with two (2) one (1) year options.

The submission package should be organized as follows:

## **2.6 Submission Package Outline**

- I) Transmittal Letter
- II) Qualifications and Ability to Provide Services Statement
- III) Required Forms (**see Attachments A - H**)
  - A) Multi-Year Price List Sheet and Multi-Year Staffing Plan Sheet  
(available as an Excel Workbook)**
  - B) Request for Pre-Offer Change
  - C) Acknowledgement of Addenda
  - D) Completed Lobbying Certification
  - E) Completed Non-Collusion Affidavit
  - F) Completed Debarment and Suspension Certificate
  - G) DBE and Good Faith Efforts
  - H) Completed Form of Proposal Deviation, (if any).
  - I) Transit Employee Protective Agreements (NVTAs does not have a form, please use PROPOSER agreements)
- IV) Plans and Schedules
  - A) Multi-Year Price List Narrative
  - B) Multi-Year Staffing Plan Narrative
  - C) Management Plan
  - D) Operations Plan
  - E) Maintenance Plan
  - F) Mobilization/Start-Up Plan
  - G) Safety Program and Coronavirus Management Plan
  - H) Training Program
  - I) Drug and Alcohol Program

## **2.7 Transmittal Letter (I)**

- Identification of the offering firm, including name, address and telephone number;
  - Proposed working relationship among offering firms (e.g., prime/sub), if applicable;
  - Name, title, address, telephone number, and email address of contact person during the period of proposal evaluation;

- A statement to the effect the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

## 2.8 **Qualifications and Ability to Provide Services Statement (II)**

Proposers shall provide a clear, concise explanation of the proposer's capability to satisfy the requirements of this RFP and the Contract for Fixed Route, Complementary Paratransit, and On Demand Services with information, including but not limited to information relating to demonstrated competence and experience, financial resources, position hierarchy and position list, and general business strength and stability as well as other information as specified required in this RFP.

Provide a brief profile of the firm, including its principal line of business, the year founded, form of organization (corporation, partnership, and sole proprietorship), number and location of offices, licenses held, number of employees, and a general description of the firm's financial condition. In addition, provide audited financial statements for the most recent three (3) years. Identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede the PROPOSERS ability to complete the project. Describe the firm's experience in providing similar services to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Identify sub-PROPOSERS, if any, by company name, address, contact person, and telephone number and project function. Provide the same information for each sub-PROPOSER as requested above, and describe any experience working with each sub-PROPOSER.

In addition, for each reference cited as related experience, furnish the **current** name, title, address, email address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. The PROPOSER may also supply references from other work not cited in this section as related experience. Listing of references shall include a detailed description of the work performed for the client referenced. PROPOSER must provide, as a minimum, five (5) references, but no more than ten (10).

## 2.9 **Required Forms (III)**

Please see the above referenced attachments for the first eight of the nine forms and agreements that must be included in the RFP submission package.

PROPOSERS should submit their Transit Employee Protective Agreements in this section of the RFP submission package.

PROPOSERS must use the price sheet template and staffing plan template that differentiates Fixed Route, Complementary ADA Paratransit, and On Demand with hourly rates and hour ranges. A preview of the templates are attached in Attachment A with instructions, a multi-year price sheet, and a multi-ye The multi-

year price sheet and staffing plan template is available as an excel workbook, which covers fixed route, Complementary ADA Paratransit, and on demand. Further notes and instructions are included in the workbook. The multi-year price list and the multi-year staffing plan must be printed out legibly as part of the hard-copy submission, and they must also be included in the electronic copy submission as Excel files.

## **2.10 Plans and Schedules (IV)**

Proposals shall include the following plans and documents with consideration of operating in the current maintenance facility for two (2) years and operating in the new facility for the remaining (3) years plus, if exercised, the two (2) option years.

### **2.10.1 Multi-Year Price List Narrative (A)**

Provide a general description about the completed multi-year price list that has been completed as part of the required forms, noting as many details, considerations, and/or justifications possible. This document may precede the actual multi-year price list in an executed Contract. The narrative should supplement the price list and provide insight about the PROPOSER's financial and resource allocation strategies.

The narrative should explain its strategies in allocating resources for the existing facility that NVTa leases as well as a new transit facility that NVTa anticipates will construct and complete by summer 2022. Information about NVTa's new facility can be found at: <https://www.nvta.ca.gov/vine-maintenance-yard>. The existing facility is about 1.8 acres in size and contains two garages (one for fixed route, one for paratransit and On Demand), a bus washer, and administrative offices for NVTa's contractor. Additional specification will be provided upon request.

### **2.10.2 Multi-Year Staffing Plan and Narrative (B)**

Provide a general description of the staffing strategy that is associated with the required, completed multi-year staffing plan form. A preview of the form is included in Attachment A – Multi-Year Price List and Staffing Plan. Provide as many details, considerations, and/or justifications as possible. Confirm that the proposal meets the minimum staffing requirements:

- General Manager\* (1)
- Safety and Training Manager\* (1)
- Operations Manager\* (1)
- Maintenance Manager\* (1)
- Office Manager/General Human Resources Manager\* (1)
- Operations Supervisor (1)
- Road Supervisor (4)
- Fixed Route Dispatcher (4)
- Paratransit Dispatcher (4)

- Customer Service Representative (3)
  - Trainer (1)
  - Class A Mechanic (2)
  - Class B Mechanic (2)
  - Class C Mechanic (2)
  - Parts Clerk (1)
  - Bus Stop Maintenance Technician (1)
  - Utility Worker (5)
- \* key position*

- a. Resumes of key positions: Include resumes for key management and pertinent positions. Resumes should be limited to three (3) pages per key position.
- b. An organizational chart that reflects the staffing plan positions must also be included.
- c. All positions, including operators, must be paid at least a living wage that takes into account the Napa Valley/Bay Area Cost of Living.
- d. All employees must demonstrate the proper qualifications for obtaining and maintaining employment under the NVRTA contract with PROPOSER, and NVRTA reserves the right to have any employee of PROPOSER removed from employment and NVRTA property at any time and for any reason.
- e. PROPOSER is required to hire for permanent positions as identified in the organizational chart and staffing plan submitted in its proposal. Should PROPOSER hire employees to fill positions or meet organizational needs on a temporary basis, PROPOSER must first obtain written approval from the Executive Director or his/her designee, and NVRTA shall have the right to interview the temporary employee to assess his/her qualifications for meeting the organization's needs. For purposes of this RFP, any individual contributing to Vine Transit services, who is not on the organizational chart submitted in PROPOSERS proposal, shall be considered a temporary employee.
- f. **Proposed hiring and retention of employees.** Describe hiring strategy, anticipated turnover rate, incentive plans, retention strategies, and other assumptions regarding hiring plans to meet start-up requirements that indicate the PROPOSERS understanding of the Napa County market. This description should include the following:
  - Advertising time frame and location of advertising. List all other recruiting plans, e.g. recruiting firms, job fairs, etc.
  - PROPOSER selection criteria shall meet or exceed NVRTA's selection requirements for all employees that will operate a commercial vehicle on public rights-of-way.
  - Provide a sample or process for screening that will be used to ensure that all operators hired can understand and converse with dispatch, NVRTA, and customers. The process must also ensure that any candidates have the ability to complete any required forms or documentation.

- PROPOSERS understanding and compliance with California Labor Code Sections 1070 – 1074.
- PROPOSER selection criteria and screening process for all positions beyond the bus operator position.
- PROPOSER plan and process for hiring part-time or temporary employees versus full-time employees. PROPOSER shall clearly explain which positions and responsibilities will be filled by part-time and/or temporary employees and how filling positions with part-time and/or temporary employees will not compromise organizational or workplace stability and viability, contribute to high turn-over, interrupt service reliability, and impact the quality and level of service expected by NVTa.
- **Bilingual Preference.** Given the demographics of NVTa's service area, hiring bilingual bus operators and customer service agents is of great value to the agency. Describe the plan for recruiting and retaining bilingual employees who are fluent in foreign languages, especially Spanish, which is commonly spoken in Napa County.
- All employees must demonstrate the proper qualifications for obtaining and maintaining employment under the NVTa contract with PROPOSER, and NVTa reserves the right to have any employee of PROPOSER removed from employment and NVTa property at any time and for any reason.

### 2.10.3 Management Plan (C)

PROPOSER shall provide a description of the Management Plan for this project, including a detailed description of the PROPOSERS understanding of the work to be performed. The PROPOSER shall also include:

- a. An action plan to achieve the start date. The action plan should include personnel recruitment and training.
- b. A graph/chart showing the phases or timeline of implementation of work.
- c. An overall organizational chart showing the level of staffing required for meeting the requirements of the proposal for start-up and ongoing operations for the service package proposed. The organizational chart shall start at the corporate level and continue down to the lowest reporting level. The chart shall indicate the number of each type of employee, job title, and wage. This chart shall identify the minimum staffing requirements (i.e. operators, mechanics, dispatchers, road supervisors, administrative employees, etc.) by part-time and full-time status for the service package proposed.
- d. Specific information as to what each Supervisor's job duties will entail, how much control they will have over the operation at the local level, when they will be available, and how much of their time will be dedicated to the contract during the start-up tasks. Resumes for each of these key personnel shall be provided after the contract has been awarded and 60 days prior to the contract start date.



NVTA reserves the right to interview and/or approve each person being submitted for the key positions.

- e. The identities of other employees (i.e. individuals, functions/responsibilities, and start dates) that are exclusively start-up only and not permanent ongoing staffing.

Each of the key management positions necessary and a description of the duties. NVTA expects that each key management position will have prior public transportation industry experience and will have a valid Class B license, unless waived by NVTA. As stated in other areas of this RFP, NVTA reserves the right to require PROPOSERS to remove any individuals from NVTA property and/or employment or work on NVTA services.

#### **2.10.4 Operations Plan (D)**

The PROPOSER shall describe the strategy for implementing service that meets NVTA requirements, including procedures to ensure quality service delivery, road supervision, and emergency and incidents procedures that will be utilized by the PROPOSER. The following should be the minimum included in the plan, as applicable according to the service (fixed route/ADA paratransit/on demand service) on which PROPOSER is proposing, along with other elements that PROPOSER deems significant for meeting the service requirements and expectations of NVTA:

- a. Describe the methodology that PROPOSER will use to ensure quality control of the on-street operation. The described methodology shall include, but not be exclusive of, proposals for maintaining on-time performance, ensuring the provision of excellent customer service, addressing customer complaints received by Vine Transit, vehicle repair frequency, preventing and addressing vehicle and passenger accidents, acceptable vehicle appearance, effective management of extra-board staffing, maintaining employee morale and sense of teamwork, and resolution of on-street issues.
- b. Provide the number of, as well as a work schedule for, dispatchers and road supervisors required to ensure coverage during all hours of revenue service. If the dispatching and road supervisor functions are to be accomplished by a single individual, which could be possible, specify this and how the quality of work would not be compromised.
- c. Describe procedures as to how PROPOSER will handle accident/incident investigations and reports.
- d. Provide a sample, comprehensive "Drivers Manual" that would address the following in detail: 1) Driver Qualifications (job description, training requirements, evaluation/discipline process, licensing requirements, minimum

guidelines for performance, etc.); 2) Driver Duties (including pre & post trip inspections, marketing/outreach support, adherence to NVTA dress code, incident/accident reporting, mileage and hours reporting, and passenger counts on non-GFI vehicles, etc.); 3) General Rules and Policies (work rules, personnel policies including absenteeism and extra-board procedures, transfers and fare collection procedures, vacation/sick time policies, employment agreements, substance abuse awareness, employee benefits/assistance program, traffic/safety rules, late/missed trip policies, procedures for communication between operators and management on new operational policies, any other topic required by local, state or federal laws/regulations such as announcing stops); 4) Vehicle Orientation (Standard Operating Procedures including public address system, electronic head signs, wheelchair lift operation, kneeling, radio/communication procedures, safety policies while on duty on NVTA property and in vehicles, driving theory on defensive driving and accident avoidance, disability awareness/sensitivity and methods for assisting passengers with disabilities, and all other policies/procedures critical for the efficient and safe operation of NVTA equipment.) **One (1) copy of the sample Drivers Manual must be included with the PROPOSER's proposal as an attachment.** PROPOSER shall ensure that the NVTA has one (1) copy of the most current "Drivers Manual" at all times.

- e. PROPOSER will be responsible for providing NVTA with operational statistics including but not limited to passengers, revenue hours, revenue miles, total hours, total miles, on-time performance, passengers by fare category, vehicle mileage by time period, vehicle fuel consumption by time period, miles/hours between road calls, missed trips, pull out times, accidents, mechanical failures, and other reports requested by NVTA and as required for annual reports to the National Transit Database (NTD).
- f. Performance standards are specified in this RFP for all services. Please provide a table that 1) demonstrates your awareness and understanding of the standards, 2) strategies for meeting the standards, and 3) measures you would use to gauge your progress towards meeting the standards. NVTA will require that PROPOSER provide monthly progress reports on how performance standards are being addressed or pursued, and NVTA reserves the right to meet with PROPOSER as necessary to ensure compliance with adopted performance standards and PROPOSERS steps and schedule to correct deficiencies.
- g. List all technologies PROPOSER would use for delivering services and managing operations, and describe how the specified technology would:

- contribute to the efficiency and effectiveness of the system,
- minimize operating costs,
- improve performance reporting to NVTA,
- enhance the customer experience,
- maximize employee productivity, etc.,
- interface with existing NVTA technologies.

PROPOSER shall also provide information on useful life and replacement schedule(s) for any technology proposed and/or purchased, including frequency of software updates.

**NOTE:** Technology equipment paid for directly by NVTA shall become the property of NVTA. Further, all (electronic and tangible) data collected, stored, and produced by such technology shall become the property of NVTA, and NVTA shall dictate to PROPOSER how such data shall be provided to NVTA upon its request PROPOSER shall further retain such data for an amount of time specified by NVTA.

Describe how administrative and customer service functions will be performed at the customer service center located in the Soscot Gateway Transit Center at 625 Burnell Street, Napa, CA 94559, as well as the call center (inclusive of the proposed call center if it will be located offsite). The customer service provided by PROPOSERS employees will be subject to performance standards and measures as required by NVTA.

#### 2.10.5 **Maintenance Plan (E)**

PROPOSERS shall provide a detailed description of the Maintenance Plan to be utilized. The program shall meet or exceed NVTA's requirements as stated in this RFP. The following shall be included at a minimum:

- a. The Maintenance Plan shall detail how the following areas will be addressed:
  - Preventive Maintenance Inspections
  - Proposed schedule for routine maintenance by vehicle type
  - General repair
  - Wheelchair lift or ramp maintenance
  - Parts inventory
    - Component rebuild or replacement, including expected expenses
  - Bus washingSpecial repairs, i.e. destination signs, farebox, HVAC, and video monitoring systems
  - Federal Transit Administration compliance
  - Bus facility & bus amenity maintenance efforts
- b. Provide maintenance procedures for responding to on-street mechanical failures, with minimum adverse effect on revenue service.

- c. Provide the goals and objectives of the maintenance program such as reducing the frequency of road calls and tracking maintenance cost compared to operating cost. The plan should define how such goals and objectives will be achieved and how progress towards meeting them will be tracked and reported to NVTA.
- d. Provide number and type of personnel proposed for each type of maintenance function, including service, cleaning, general repair, preventive maintenance, parts, etc. In addition, convert these numbers to the mechanic-to-bus ratio by sub-fleet.
- e. Submit the procedures that PROPOSER will use to ensure internal maintenance quality control and follow up, and indicate the individual(s) responsible for this quality control.
- f. Indicate how maintenance reporting requirements will be met. All maintenance must meet NVTA, FTA, and California DOT regulations and requirements. Additionally, PROPOSER will be required to submit necessary financial and performance reports in such a manner that will allow NVTA to finance maintenance expenses with federal grant funds. PROPOSER must provide all reports in electronic or written format as required by NVTA.
- g. Describe how supporting documentation for actual maintenance expenses to include, but not be exclusive of vendor invoices, proof of vendor payment(s) of maintenance expenses, applicable payroll records, applicable pay stubs, will be tracked and reported to NVTA on a monthly basis.
- h. Describe how all facilities and amenities will be maintained. NVTA will require PROPOSER to submit a cleaning schedule detailing how and when facilities, bus stops and vehicles will be maintained for the upcoming month in a calendar format. Details by bus stop and vehicle number will be required.
- i. The collection of farebox revenue is critical for financing operations and maintaining grant eligibility. Please describe how PROPOSER'S staff will maintain fareboxes, address farebox issues in the field as quickly as possible, and ensure that fares are secured in a vault until collection in an armored car for bank deposit.

#### **2.10.6 Mobilizations/Start-Up Plan (F)**

The PROPOSER shall provide a comprehensive, detailed plan of how all transition and start-up tasks shall be completed. This plan shall address the activities and procedures that will be followed to ensure the smooth transition and start-up of service. The plan should document recruitment and training schedules, acquisition of necessary equipment, licenses, and all other activities necessary to implement a successful transit service program. This plan shall include a detailed chronology/calendar and explanation of all items listed. The end date of the start-up plan shall be the service start date.

#### **2.10.7 Safety Program and Coronavirus Management Plan (G)**

Safety is one of the most important objectives for NVTA. Every Vine vehicle must meet all applicable state and federal laws for commercial vehicles carrying passengers in the State of California. The PROPOSERS safety record shall be evaluated based on the following:

- a. Overall company safety record in public transportation fixed route, paratransit, and demand-response services. Provide accident rate in accidents per 100,000 miles for organization overall, for proposed General Manager, and for proposed Maintenance Manager.
- b. The safety record (accident rate) of at least five (5) of the PROPOSERS previous or current public transportation contracts that compare in size and complexity to the services being proposed. The provided safety records shall also include a list of any insurance claims valued over \$25,000 that was paid by PROPOSER.
- c. Provide a summary copy of PROPOSERS Safety Program. Safety Programs may include customer relations, defensive driving, refresher training, safety meetings, safety incentives, etc.
- d. Provide a summary copy of PROPOSERS emergency response plan for Hazardous Materials for both the operational facility site and on-street incidents.
- e. Describe the safety approach and verify how that a team approach for maximizing operational safety is in place. Explain your approach for maintaining safe bus facilities and amenities, including bus stops, bus shelters, transit centers and other facilities and amenities maintained by PROPOSER.
- f. For Coronavirus, explain how the PROPOSER will meet the requirements as described in the Scope of Work in Section 12, and include current COVID19 safety precautions and protocols taken at other facilities. PROPOSER shall provide three (3) examples at different transit properties.

#### **2.10.8 Training Program (H)**

The PROPOSER shall provide a detailed description of all training that will be provided to each operator, maintenance and administrative personnel throughout the contract term.

- a. For fixed-route and maintenance, outline training requirements for mechanics, service, and cleaning personnel. Indicate how and where vehicle maintenance training will be provided.
- b. For paratransit and/or demand-response, describe how schedulers will be trained to use Trapeze or an equivalent or better scheduling program to schedule demand response rides and track data, as required by NVTA, in the most efficient manner that will maximize productivity and/or service quality.
- c. Submit a calendar of classes showing how PROPOSER will meet the minimum hours of operator training requirement. This calendar must show how PROPOSER will meet the minimum number of operators for start-up.
- d. Submit a sample of the classroom training program content and the behind-the-wheel program content in outline form. Provide sample documentation of course material currently used for operator instruction. Submit an outline, or current procedure, used for on-going/refresher training of operators.
- e. Indicate the number of operator instructors that will be required to complete start-up and ongoing training, both classroom and behind-the-wheel instruction

- (indicate temporary start-up training personnel vs. permanent training personnel). Indicate which of the PROPOSERS instructors are local and familiar with the geographic area of NVTA and routes proposed.
- f. Indicate all other training requirements that PROPOSER anticipates for start-up, i.e. dispatchers, road supervisors, support staff, etc.
  - g. The PROPOSER shall provide documentation of their training program designed to meet the FTA Security Awareness Training.
  - h. PROPOSER shall provide a list of all personnel positions who will be computer proficient, the computer programs/applications in which they will be proficient, and how individuals in these positions shall be adequately trained to ensure uninterrupted performance of duties and responsibilities as expected by NVTA. NVTA realizes that “computer proficiency” may be taught, and PROPOSER may propose to train individuals to acquire basic computer skills and fluency for certain positions; however, NVTA will not excuse PROPOSER from its obligations under the contract in such situations.
    - At a minimum, “proficiency” shall include a working knowledge of Microsoft Word, Microsoft Excel, how to navigate the internet, and how to perform data input on-line (to meet the reporting requirements included in this RFP).
    - For Dispatchers, Schedulers and individuals managing fixed-route and paratransit operations, “proficiency”, at a minimum, shall include the aforementioned computer skills, as well as a working knowledge of Hastus scheduling (or similar software) for fixed route and TapRide demand response scheduling (or similar software), unless otherwise waived by NVTA.

NVTA reserves the right to require that certain positions be filled with individuals who are computer proficient, as described above. NVTA also reserves the right to increase the minimum standards for computer “proficiency” throughout the contract period as required for PROPOSER to meet its contractual obligations.

**NOTE:** PROPOSER is further required to fill all positions with individuals who can read, write and complete surveys or other written tasks as directed by NVTA.

## **2.11 Modification or Withdrawal of Proposals**

A modification of a proposal previously submitted will be accepted by the NVTA only if the modification is received prior to the Proposal Due Date, or is specifically requested by the NVTA, or is made with a requested Best and Final Offer (BAFO). All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

A PROPOSER may withdraw a proposal previously submitted prior to the Proposal Due Date by submitting, in the same manner as the original proposal, to the NVTA a written request for withdrawal executed by the PROPOSERS authorized representative. After the proposal Due Date, a proposal may be withdrawn only if

the NVTa fails to award the Contract within the proposal validity period prescribed in "Due Date" or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a PROPOSER to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be utilized by a PROPOSER to submit a late proposal and, as such, will not alter NVTa's right to reject a proposal.

## **2.12 General Contractual Provisions**

### **2.13 Bonding**

In addition the, PROPOSER, at its own expense will be required to include, and keep in effect at all times during the term of the Contract, a performance bond equivalent to the annual Contract amount for all transit operations, excluding capital cost, in favor of NVTa and executed by a corporate surety authorized to conduct business as a surety in the State of California. Each PROPOSER shall include in its proposal a letter from an admitted surety insurer stating PROPOSERs ability to be bonded.

### **2.14 Property, Casualty, and Liability Insurance**

The insurance requirements specified in this section shall cover PROPOSERs own liability and any liability arising out of work or services performed under this scope by any sub-PROPOSERs, sub-consultants, suppliers, temporary workers, independent PROPOSERs, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that PROPOSER authorizes to work. PROPOSER and all Agents are required to procure and maintain at their sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Contract.

PROPOSER is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$5 million per incident. To the extent that any Agent does not procure and maintain such insurance coverage, the PROPOSER shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling PROPOSER's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event PROPOSER or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the PROPOSERs

insurance be primary without any right of contribution from NVTa. Prior to beginning work under this Contract, PROPOSER shall provide NVTa with satisfactory evidence of compliance with the insurance requirements of this Section.

#### **2.14.1 Workers' Compensation Insurance**

PROPOSER will provide workers' compensation insurance as required by law during the term of this Contract, PROPOSER shall provide workers' compensation insurance for the performance of any of the PROPOSER's duties under this Contract; 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.

#### **2.14.2 Liability Insurance**

PROPOSER shall obtain and maintain in full force and effect during the term of this Contract 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:

- General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than \$5,000,000 combined single limit per incident, 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 PROPOSER or any officer, agent, or employee of PROPOSER under this Contract.
- 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 PROPOSER's business of not less than \$5,000,000 combined single limit per incident.

#### **2.14.3 Certificates**

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



but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

For the commercial general liability insurance coverage referenced in (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 (b)(2) PROPOSER shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of PROPOSER not covered by this Contract then the limits in the applicable certificate relating to the additional insured coverage of NVTA shall pertain only to liability for activities of PROPOSER under this Contract, and that the insurance provided is primary coverage to NVTA with respect to any insurance or self-insurance programs maintained by NVTA.

#### **2.14.4 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 Contract and the risks of liability associated with the activities required of PROPOSER by this Contract. 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 PROPOSER shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

- Property Insurance. Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of PROPOSER'S business personal property and equipment to be used in the performance of this Contract.
- Employee Theft Insurance/Crime Insurance. A crime insurance policy covering PROPOSER's employees or outsiders for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply:

Employee Dishonesty \$250,000  
Client Property Blanket Bond \$250,000  
Computer Fraud \$250,000  
Inside or Outside Premises \$50,000  
Depositors Forgery \$250,000

PROPOSER shall reimburse NVTA for any and all losses within the deductible and for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys and any other fees associated with a claim.

In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming NVTA as further detailed in the Endorsements Section below.

## 3 Evaluation and Selection Process

### 3.1 Overview

Proposals must conform to the service specifications described in the Request for Proposals and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as non-responsive or as not within the competitive range. NVTA reserves the right to, but is not obligated to, request a PROPOSER to provide any missing information and to make corrections. Submittal of a proposal will signify that the PROPOSER has accepted all of the contract documents and the whole package of contract requirements, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the forms and according to the instructions of "Form for Proposal Deviation". Any such conditions, exceptions, reservations or understandings, which do not result in the rejection of the entire proposal, are subject to evaluation under the "Proposal Evaluation Criteria". Incomplete submissions may be disqualified from consideration.

The primary desire of NVTA for this procurement is to ensure an award will be made based on the highest quality of service proposed that best matches NVTA's requirements using the Federal Transit Administration's (FTA) approved Third Party Contracting Guidance (FTA C 4220.1F) "Best Value" methodology. Per FTA's Third Party Contracting Guidance, Best Practices Procurement Manual, "Best Value" is defined as follows:

*"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience of the management team, creativity of proposal, quality and comprehensiveness of required Plans. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the NVTA."*

**NVTA reserves the right to reject any or all proposals for any reason, to undertake discussions with one or more PROPOSERS, and to accept that**

**proposal or modified proposal which, in its judgment, will be most advantageous to NVTA in regards to price and other criteria considered.**

NVTA reserves the right to consider any specific proposal which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. NVTA may reject a proposal that includes unacceptable deviations as provided in “Conditions, Exceptions, Reservations or Understandings”. The NVTA reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other PROPOSERS.

If there is any evidence indicating that two or more PROPOSERS are in collusion to restrict competition or otherwise engage in anti-competitive practices, the proposals of all such PROPOSER(s) shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the NVTA.

The Evaluation Committee will make a recommendation to award to the Board of Directors, based upon the Evaluation Committee’s determination of the responsible PROPOSER whose proposal is most advantageous to NVTA. NVTA may award this contract on a combination of technical and price factors. Accordingly, the Evaluation Committee may not necessarily make a recommendation to award to the PROPOSER with the highest ranking or make a recommendation to award to the PROPOSER with the lowest Price Proposal, if doing so would not be in the overall best interest of NVTA.

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitive, negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions and negotiations may then be carried out with PROPOSERS within the competitive range, after which Best and Final Offers (BAFOs) may be requested. However, NVTA may select a proposal for award without any discussions or negotiations or request for any BAFO(s). Subject to the NVTA's right to reject any or all proposals, the PROPOSER whose proposal is found to be most advantageous to the NVTA, will be selected.

Selection for Award will be based on the following process:

- Determine responsiveness of PROPOSERS
- Determine responsible PROPOSERS.
- Determine ranking based on evaluation matrix points rated by the evaluation committee.
- Identify the proposals that fall within the competitive range, which would be those proposals that are responsive, responsible, and whose total points from the evaluation matrix are clear leaders amongst the proposers.

- Conduct interviews, as necessary, with the PROPOSERS within the competitive range.
- Request Best and Final Offers, as necessary, of those within the competitive range.
- Recommend an award based on Best Value of those within the competitive range.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Contract requirements as provided in "Form for Proposal Deviation", said conditions, exceptions, reservations or understandings may be negotiated.

PROPOSERS will not be told of their rankings among the other PROPOSERS

*This procurement is subject to the availability of funding. NVTA's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of NVTA for any payment shall arise until funds are made available for this Contract. Any award of Contract hereunder will be conditioned upon said continued availability of funds for the Contract. NVTA also reserves the right to cancel the procurement for any reason whatsoever, at any time, before the Contract is fully executed and approved.*

### **3.2 Opening of Proposals and Confidentiality of Proposals**

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Selection Committee and Evaluation Team and other NVTA officials, employees and agents having a legitimate interest will be provided access to the proposals and evaluation results during this period.

Access to public records is governed by the California Public Records Act (Government Code section 6250 et seq.). Except as otherwise required by law, the NVTA will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information which a PROPOSER believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. NVTA shall have the right to reject any and all such conditions and/or exceptions, and instruct the PROPOSER to amend its proposal and remove said conditions and/or

exceptions; and any PROPOSER failing to do so may cause the NVTa to find such proposal to be outside the competitive range. No information, financial or otherwise, will be provided to any PROPOSER about any of the proposals from other PROPOSERS. PROPOSERS will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable.

The PROPOSER may (or shall) submit proprietary information, trade secrets or confidential commercial and financial information, which a PROPOSER believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.

NVTa shall employ sound business practices no less diligent than those used by NVTa for its own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by PROPOSERS pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the laws of the State of California against disclosure of such information and material to third parties except as permitted by the Contract. The PROPOSER shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the NVTa in its sole discretion, bears appropriate notices relating to its confidential character.

### **3.3 Evaluation Committee**

An Evaluation Committee will be established. The Committee will make all decisions regarding the evaluations, determination of responsible PROPOSERS and the competitive range, negotiations and the selection of the PROPOSER, if any, that may be awarded the Contract. The Evaluation Committee will include no less than the officers, employees and agents of the NVTa and may include other qualified transit professionals internal and/or external to the Agency. The Evaluation Committee will carry out the detailed evaluations and report all of its findings to Executive Director for final approval.

### **3.4 Proposal Selection Process**

The following describes the process by which proposals will be evaluated and a selection made for a potential award. Selection of a proposal from a responsive and responsible PROPOSER shall be made through consideration of the following: "Determination of Responsiveness", "Determination of Responsible PROPOSERS", and "Proposal Evaluation Criteria". An award, if made, will be to a responsible PROPOSER for a proposal which is found to be in the NVTa's best interest.

### 3.5 **Determination of Responsiveness**

NVTA will consider all of the PROPOSERs materials to determine whether the PROPOSERs proposal is in compliance with the terms and conditions set forth in this RFP. PROPOSERS must submit all required information in the manner described, unless otherwise waived by NVTA, in order for the Proposal to be considered responsive.

### 3.6 **Determination of Responsible Proposers**

This section contains proposal evaluation criteria, listed by their relative degree of importance, by which proposals from responsible PROPOSERs will be evaluated and ranked for the purposes of determining any competitive range and to make any selection of a proposal for a potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated on the “Form for Proposal Deviation”, which do not cause the NVTA to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.

The criteria are listed numerically by their relative order of importance. However, certain criteria may have sub-criteria that are listed by their relative order of importance within the specific criterion they comprise. Also, certain sub-criteria may have sub-criteria that are listed by their relative degree of importance within the specific sub-criterion they comprise. Non-price factors when combined are more significant than the price alone.

#### 1. **(PASS/FAIL) Affordability**

The price proposals, which are expected to be in line with pricing paid by agencies comparable to NVTA and delivering similar services, will be assessed for affordability as defined by NVTA’s available financial resources and budget for operations and maintenance. PROPOSER may reference NVTA’s [2016-2026 Short Range Transit Plan](#) (the 2019 Short Range Transit Plan is currently underway) for more information on available financial operating resources during the period covered by this RFP. The NVTA will not make an award for any proposal which proposes prices that would render the procurement unfeasible.

#### 2. **(PASS/FAIL) Unacceptable Exceptions, Conditions, Reservations and Understandings**

Any exceptions, conditions, reservations or understandings that are explicitly stated on the required form “Form for Proposal Deviation” will be evaluated for their acceptability. Each of any exceptions and/or conditions made in a proposal will be evaluated and the NVTA will determine their individual acceptability. An unacceptable exception, condition, reservation or understanding, if not withdrawn by the PROPOSER upon the request by NVTA, would be cause for the proposal to be rejected. For the

purposes of determining the competitive range, a proposal containing unacceptable exceptions, conditions, reservations or understandings may be included on the basis that the proposal is capable of being made acceptable provided that the PROPOSER withdraw or modify the unacceptable exceptions, conditions, reservations or understandings. Any exceptions, conditions, reservations or understandings which do not cause NVTa to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.

3. **(PASS/FAIL) Integrity and Satisfactory Performance**

Evidence of satisfactory performance, a spirit of cooperation, integrity, and ethical business practices on similar contracts is required. The PROPOSER must have a satisfactory performance record demonstrated by positive, constructive feedback from references from past and current contracting agencies delivering services similar to that of Vine Transit.

4. **(PASS/FAIL) Sufficient Financial Strength**

Evaluation of the PROPOSER'S financial resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner. The following must be received and will be considered in evaluating financial strength:

- a. Compliance with financial requirements: Ability to obtain required insurance (and bonding) with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the PROPOSER can be insured for the required amount.
- b. Audited financial statements for the past three (3) years.

5. **(PASS/FAIL) Compliance with Federal Requirements of this RFP**

Required certifications, specified in this RFP, must be received and proposal must demonstrate current compliance or ability to comply if PROPOSER becomes the eventual, successful PROPOSER.

Proposals will be evaluated against the pass/fail criteria numbers 1. through 5. above, and if PROPOSER passes these criteria, it will be deemed to be responsible. However, any proposal which fails one or more of these criteria but is susceptible of being made to meet such failed criteria will also be considered responsible. Under any other circumstances, a proposal may not be considered to be responsible.

3.7 **Proposal Evaluation Criteria (By Total Points)**

This is a "Best Value" procurement. It is **NOT** a low-bid procurement and price is only a consideration in the evaluation process. The following criteria will be used to

further evaluate proposals. This set of criteria must be addressed and are not listed by any particular order of importance. The PROPOSER of any proposal that the Evaluation Committee finds not to have addressed the criteria, may be determined by the Evaluation Committee as not qualified and its proposal rejected. The criteria are as follows:

- **Background and Experience (40 points):** The following will be considered:
  - Breadth of company's industry experience with similar transit contracts,
  - Level of prior public transportation experience and expertise of the management team,
  - Sufficiency of staffing and other resources (i.e. training, mentorship, etc.) for demonstrating the ability to perform per the contract and service delivery terms,
  - Safety record.
  - References from other government agencies with transit operations
- **Qualifications and Approach (50 points):** Each of the required plans must demonstrate the PROPOSERS understanding of the RFP and describe how PROPOSER will work with NVTa in delivering the services. The combination of these plans should demonstrate a PROPOSER who desires to work for NVTa and provide high quality services.
- **Creative/Innovative Solutions for Maximizing Service and Efficiency (10 points):** NVTa is seeking creative and innovative solutions to minimize operating costs while maximizing level and quality of service. Proposed pricing for transit services will be considered in conjunction with creative/innovative methods for achieving cost-efficiency while delivering high quality and potentially enhanced services.

### **3.8 Award Process**

#### **3.8.1 Best and Final Offers (BAFO)**

After all interviews have been completed, each of the PROPOSERS in the competitive range may be afforded the opportunity to amend its proposal and make its BAFO. The request for BAFOs shall include:

Notice that discussions/negotiations are concluded;

- Notice that this is the opportunity for submission of a BAFO;
- A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs;
- Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications, and withdrawals of proposals provisions of the Request for Proposal;



- Notice that if PROPOSERS do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous Offer will be construed as their BAFO.
- Any modifications to the initial proposals made by a PROPOSER in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by NVTa according to the same requirements and criteria as the initial proposals "Proposal Selection Process". The NVTa will make appropriate adjustments to the initial scores for any sub-criteria and criteria which have been affected by any proposal modifications made by the BAFOs.
- NVTa will then choose that proposal which it finds to be most advantageous. The results of the evaluations and the selection of a proposal for any award will be documented in a report.
- NVTa reserves the right to make an award to any PROPOSER whose proposal it judges to be most advantageous, without conducting any written or oral discussions with any PROPOSERS or solicitation of any BAFOs.

### **3.8.2 Award to Other Than Evaluation Committee Recommended Vendor**

This transit services contract will be partially funded through FTA grant funding. As such, NVTa must maintain compliance with FTA procurement requirements as detailed within FTA Procurement Circular 4220.1F. Each member of the Board making an award (with Federal Transit Administration funds) to a Proposer other than that recommended by the Evaluation Committee, becomes the defector "procurement evaluation committee" and will be required to submit a signed Declaration Concerning Conflict of Interest and Confidential Information to be retained within the procurement files. In the event the Board of an FTA funded public transit entity elects to award a federally funded contract to other than the vendor recommended through the predefined and executed selection panel/committee process, FTA Circular 4220.1F, Chapter III, 3, d. (1) (c), requires that "governmental recipients must state its reasons for PROPOSER selection or rejection".

To maintain compliance with FTA Circular 4220.1F, Chapter III, 3, d. (1) (c), the Board is required to submit a Selection Decision Memorandum setting forth the reason for making the selection. This written Selection Decision Memorandum must be based on the evaluation criteria as set forth in this RFP; there cannot be an introduction of new selection criteria.

### **3.8.3 Single Proposal Response**

If only one (1) proposal is received in response to this RFP and it is found by the NVTa to be acceptable, a detailed price/cost proposal may be requested of the single PROPOSER. A price or cost analysis, or both, possibly including an audit, may be performed by or for NVTa of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The PROPOSER has agreed to such analysis by submitting a proposal in response to this RFP.

A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a PROPOSER'S price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar services, involving similar specifications and in a similar time frame.

Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the PROPOSER'S Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the PROPOSERs performance should cost. A cost analysis is generally conducted to determine whether the PROPOSER is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results therefrom shall not obligate NVTa to accept such a single proposal; and NVTa may reject such proposal at its sole discretion.

#### **3.8.4 Appeals and Appeal Procedures**

Disputes arising in the performance of scope of work of this RFP which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NVTa's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy of the decision, PROPOSER mails or otherwise furnishes a written appeal to the Executive Director:

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

All appeals must be in writing, stating the name and address of PROPOSER or interested party, a contact person, contract number and/or title and shall specify in detail the grounds of the appeal and the facts supporting the appeal. The agency's review of any appeal will be limited to violations of state or local laws or/regulations, violations of the agency's purchasing procedures, or violations of the agency's appeal procedures or failure to review a complaint or appeal.

In connection with any such appeal, PROPOSER or interested party shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the PROPOSER or interested party and the PROPOSER or interested party shall abide by the decision.

Under certain limited circumstances, and after the PROPOSER or interested party has exhausted all administrative remedies made available at the agency level, an interested party may appeal to the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation the award of a contract pursuant to a FTA grant. The deadline for submitting appeals to the Division of Rail and Mass Transportation prior to proposal opening is 12:00 PM (Local Time), Month/Date/Year. The deadline for submitting appeals to Caltrans after opening/announcement of award is 12:00 PM (Local Time), on Month/Date/Year.

A Caltrans, Division of Rail and Mass Transportation review of any appeal will be limited to:

- (1) Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.
- (2) Violation of NVTA's appeal procedures or NVTA's failure to review a complaint or appeal

The appeal filed with Caltrans, Division of Rail and Mass Transportation shall:

- i. Include the name and address of the interested party.
- ii. Identify NVTA as the party responsible for the RFP process.
- iii. Contain a statement of the grounds for appeal and any supporting documentation. (The grounds for appeal filed with Caltrans must be fully supported to the extent feasible. Additional materials in support of an initial appeal will only be considered if authorized by the FTA regulations.)
- iv. Include a copy of the appeal filed with NVTA, and a copy of NVTA decision, if any.
- v. Indicate the ruling or relief desired from Caltrans. Such appeals should be sent to:

California Department of Transportation  
Division of Rail and Mass Transportation  
ATTN: \_\_\_\_\_  
PO BOX 942874 – MS 39,  
Sacramento, CA 94274-0001

Any appeals by an interested party regarding this procurement shall be made in accordance with Appeal Procedures contained herein. After such administrative remedies have been exhausted, an interested party may file an appeal with the Federal Transit Administration (FTA) of the U.S. Department of Transportation pursuant to the procedures provided in FTA Circular 4220.1F.

Failure to comply with the appeal procedures may render an appeal untimely and/or inadequate and shall result in its rejection.

### 3.8.5 Agreement Terms

The following terms will be included in the final Agreement, among others, with the selected PROPOSER. They are, however, noteworthy and included below:

- **Waiver:** Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.
- **Severability:** If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.
- **No Third Party Beneficiaries:** This Agreement is not for the benefit of any person or entity other than the parties.
- **Applicable Law:** This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. The PROPOSER must comply with all federal, state, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of NVT A.
- **Rights and Remedies of NVT A:** The rights and remedies of NVT A provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.
- **Binding on Successors:** All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.
- **Entire Agreement; Modification:** The following form is the typical signature block for the Agreement that will be entered into with the selected proposer. *See the following page.*

## ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and NVTA. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date. (**NVTA's CONTRACTOR: See footnote below.**)

\_\_\_\_\_  
NVTA

\_\_\_\_\_  
CONTRACTOR:

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
TITLE:

**Note:** If the CONTRACTOR is a Corporation, this Agreement must be executed by two Corporate Officers, consisting of:

- (1) The President, Vice President or Chair of the Board, *and*
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to NVTA is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

## **4 Special COVID-19 Service and Requirements**

### **4.1 Service During COVID-19**

NVTA has temporarily reduced operating hours due to decreased demand during the coronavirus pandemic. The current service availability during the pandemic is located in

Table 2: Vine Transit Span of Services as of July 2020. NVTA reserves the right to amend schedules after the publication of the RFP. PROPOSERS are encouraged to review the Vine website for latest route information.

### **4.2 PROPOSER COVID-19 Safety Requirements**

The below standards may be superseded by the County's Health order, Metropolitan Transportation Commission, State of California, or Federal government agencies.

#### **4.2.1 Vehicle & Cleaning Requirements**

All vehicles must be sanitized daily. Vehicles that may have had drivers or passengers infected by COVID-19 must be immediately removed from service and sterilized. Public facilities maintained by PROPOSER must be sterilized weekly, spot cleaning in high touch areas will be sterilized daily. NVTA vehicles and facilities may be subject to additional cleanliness and sterilization mandated by County, Regional, State, and Federal agencies. The PROPOSER will adhere to the severest of these guidelines.

#### **4.2.2 Staff Requirements**

PROPOSER staff shall abide by public health guidelines including the guidelines, rules and regulations set forth by the County, Regional, State and Federal agencies. PROPOSER staff who are ill or experiencing COVID-19 symptoms or suffering from COVID-19 shall not be allowed to perform services that come into contact with the public until cleared by a health professional or other appropriate clearance. NVTA is to be notified if any PROPOSER staff who has contact with the public contracts COVID-19. PROPOSER staff will: 1) adhere to wearing masks (unless in an isolated office with no other workers), washing hands/maintaining cleanliness, and physical distancing; 2) request that passengers adhere to wearing masks and observe physical distancing standards; and 3) spot check to ensure all requirements established by County, Regional, State, and Federal requirements are being adhered to.

### **4.3 PROPOSER COVID-19 Expense Tracking Requirements**

PROPOSER invoices should include a separate line item(s) for expenses incurred as a result of the COVID19 pandemic. The Multi-Year Price List (see Section 2.9.1; Attachment A) includes a line item for COVID19-related expenses, which must be filled out based on PROPOSER's projections. COVID-19 expense

information will be also be used to complete federal and potentially other reporting requirements or needs.

## 5 Description of Vine Services

Information in this section provides various requirements that NVTA is looking for as part of a comprehensive proposal. Submitted content must address requirements herein. There are other specific requirements based on the transit service type in the subsequent subsections.

NVTA will only accept proposals for all of the transportation operation services which include fixed route, complementary ADA paratransit, and on demand services , general management, customer service, maintenance, and administration for the existing facility on Jackson Street until the agency moves into the new facility, and then the new facility on Sheehy thereafter. PROPOSERS submitting proposals for **all** services must submit pricing that will allow for the separation of fixed route, paratransit, and On Demand community shuttles- American Canyon Transit, Calistoga Shuttle, St. Helena Shuttle, and Yountville Trolley. Below is NVTA's currently adopted services.

SERVICE	AREA COVERED
Local Fixed Route Bus	Routes A-H: Primarily in the City of Napa (which may be wholly or partially replaced by stop to stop on demand services temporarily or permanently)
Regional Commuter Express Bus	Routes 10 & 11: Calistoga to Vallejo Ferry Terminal Routes 10X & 11X: Calistoga to Vallejo Ferry Terminal Limited Express Route 21: City of Napa to Fairfield and Suisun City Route 29: Service to El Cerrito Del Norte Bart Station in Contra Costa County
Complementary Paratransit	Local: Primarily in Napa County and to Kaiser Hospital in Vallejo
On Demand	American Canyon Transit St. Helena Shuttle Yountville Trolley Calistoga Shuttle Vine On Demand (City of Napa)
Customer Service/Ticket Sales at Public Counters	Soscol Gateway Transit Center 625 Burnell Street, Napa, CA 94559
Park and Rides	Redwood Park and Ride (City of Napa) Yountville Park and Ride (Town of Yountville) American Canyon Park and Ride (City of American Canyon)

	Imola Park and Ride (City of Napa, In-Service by Summer 2021)
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*(Continues onto next page)*

<i>Service and Area Covered - Continued</i>	
Peripheral services and programs for seniors and elderly individuals and individuals with disabilities*	Shared Vehicle Program (Storage and Maintenance Only for five cut-away type vehicles – insurance and drivers are provided by NVTa and/or Non-Profit organization)
*These services are not included in this RFP and are provided for information-only as they may reduce demands on certain origin to destination services.	

NVTa uses web based on-time arrival and trip planning technologies (e.g. 511.org and Google Transit, which reduces the burden on PROPOSER to provide trip planning assistance to riders. NVTa's video security systems on all buses assist PROPOSER in addressing safety, security and customer service issues. It is crucial that video and security systems are maintained and working. NVTa requires access to video footage at all times.

NVTa also implemented a comprehensive Automatic Vehicle Locator (AVL) system to further assist with scheduled arrival time and communications, and is in the process of upgrading that system. The system includes engine monitoring and dwell times. NVTa also has a fully functioning automatic passenger counter (APC) system and uses other software to evaluate system performance and implement system efficiencies. Vine buses are equipped with Wi-Fi.

NVTa will assume responsibility for managing the basic information technology (IT) infrastructure. PROPOSER is responsible for supplying and maintaining any systems that they may require for records/payroll/time reporting, etc. and the internet connection, and the phone system at NVTa's operations and maintenance facility at 720 Jackson Street in Napa as well as the future bus maintenance facility.

NVTa projected annual services hours (revenue + deadhead) can be found in Table 1 below. These hours are estimates and may change due to service expansion or reduction. Service hours reflected in the chart below are not a contractual guarantee, only an estimate. Current service hours are reduced and some fixed routes have been suspended due to the COVID-19 pandemic and actual hours will depend on the pace of the recovery process. PROPOSER will be paid for actual hours performed not for estimates as stated below. Service hours may vary by 20% and bids should hold constant hourly and fixed rates within that fluctuation.



*Table 1 Estimated Service Hours.*

<b>Contract Year</b>	<b>Fiscal Year (FY)</b>	<b>Fixed Route*</b>	<b>ADA Paratransit*</b>	<b>On Demand</b>	<b>Total</b>
<b>Year 1</b>	<b>FY 2021-22</b>	<b>74,600</b>	<b>12,030</b>	<b>26,000</b>	<b>112,630</b>
<b>Year 2</b>	<b>FY 2022-23</b>	<b>82,600</b>	<b>13,030</b>	<b>29,500</b>	<b>125,130</b>
<b>Year 3</b>	<b>FY 2023-24</b>	<b>82,600</b>	<b>13,030</b>	<b>29,500</b>	<b>125,130</b>
<b>Year 4</b>	<b>FY 2024-25</b>	<b>82,600</b>	<b>13,030</b>	<b>29,500</b>	<b>125,130</b>
<b>Year 5</b>	<b>FY 2025-26</b>	<b>82,600</b>	<b>13,030</b>	<b>29,500</b>	<b>125,130</b>
<b>Year 6</b>	<b>FY 2026-27</b>	<b>82,600</b>	<b>13,030</b>	<b>29,500</b>	<b>125,130</b>
<b>Year 7</b>	<b>FY 2027-28</b>	<b>82,600</b>	<b>13,030</b>	<b>29,500</b>	<b>125,130</b>

\* Includes extended hours during Memorial Day weekend event.

## **5.1 List of Routes**

### **Local Vine Transit Routes**

- Route A: Browns Valley – North Napa
- Route B: Westwood – South Napa
- Route C: Jefferson Street – Central Napa
- Route D: Shetler - Imola
- Route E: Northwest Napa
- Route F: Southwest Napa
- Route G: Coombs – South Napa
- Route H: North Napa
- Route 10: Napa Valley College/ Calistoga
- Route 11: Vallejo Ferry Terminal in Vallejo/ Redwood Park & Ride

### **Commuter/Express Routes**

- Route 10X: Napa Valley College/ Calistoga (limited stops)
- Route 11X: Vallejo Ferry Terminal in Vallejo/ Redwood Park and Ride (limited stops)
- Route 21: Soscol Gateway Transit Center/ Fairfield Transportation Center/ Suisun City Train Depot
- Route 29: Redwood Park and Ride/ Soscol Gateway Transit Center/ El Cerrito del Norte BART Station

## 5.2 Service Hours and Days

Depending on the specific route, service hours vary. Service is generally available between the hours of 4:30 AM (earliest route) to 10:30 PM, Monday through Friday, 6:00 AM through 10:30 PM on Saturday, and limited service on Sundays from 7:00 AM to 9:30 PM on Regional Routes 10 and 11.

Local fixed route service will operate on a Saturday schedule for the following days: President's Day, Day after Thanksgiving, Christmas Eve and New Year's Eve (if day doesn't fall on a Sunday), and specific State or federally recognized holidays.

Fixed route service does not operate on the following holidays: New Year's Day, Memorial Day, Labor Day, Independence Day (July 4<sup>th</sup>), Thanksgiving Day, and Christmas Day. Additional holiday schedules are located at <https://vinetransit.com/holidays/>. ADA paratransit service shall mirror these hours and change accordingly with any new schedule.

*As stated above, service hours are temporarily reduced due to the COVID-19.* For instructions and further information on COVID-19 requirements, please see [Section 10](#).

## 5.3 Routes and Service Area – Local Fixed Route Services

The Vine Transit generally operates a timed-transfer system of ten (10) regular and various “limited service routes” on headways that typically vary between 30 to 60 minutes throughout the day. NVTA operates Monday through Friday, and provides limited service on Saturday and Sunday. The system also provides commuter express bus service between Vallejo, Fairfield and the El Cerrito Del Norte BART stations, which operates on one (1) hour headways. (Note: bus service provided to the El Cerrito Del Norte BART station currently operates every half hour during peak hours, and less than hourly during non-peak.) Please see the current bus schedules on the website (<https://vinetransit.com/>) for more information on NVTA's services and schedules.

NVTA's fixed route system focuses on the central area of the City of Napa. A System Map for NVTA's fixed route system, as well as service schedules, may be found online. PROPOSER shall be responsible for ensuring that connections to neighboring services are met as well as ensuring that the revenue service it operates is per the published schedule in print and on the website; any deviations from the published schedule must be approved by NVTA in writing.

#### 5.4 Routes and Service Area – Regional Routes

Regional routes connecting communities in the county along the State Route 29 corridor, and to the neighboring communities of Fairfield, Suisun City and Vallejo. NVRTA provides feeder service to BART (and other connecting systems) at the El Cerrito Del Norte BART station (Vine Route 29). The Vine connects to Fairfield and Vacaville systems at the Fairfield Transit Center and Amtrak/Capital Corridor at the Suisun Amtrak Station (Vine Route 21). The Vine connects to the San Francisco Bay Ferry – Vallejo Ferry Terminal and Soltrans – Vallejo Transit Center (Vine Route 11).

PROPOSER shall be responsible for ensuring that connections to neighboring services are met. PROPOSER shall be further responsible for ensuring that the revenue service it operates is per the published schedule in print and on the website; any deviations from the published schedule must be approved by NVRTA in writing. For COVID-19 current schedules, see

Table 2: Vine Transit Span of Services as of July 2020. The website is also updated (<https://vinetransit.com/>) and has additional information about NVRTA's services and schedules.

#### 5.5 Routes and Service Area – Express Bus Service

Vine Transit currently offers two (2) routes with Express Bus Service: Route 10X: Napa Valley College/ Calistoga (limited stops); and Route 11X: Vallejo Ferry Terminal in Vallejo/ Redwood Park & Ride (limited stops). Express bus service is not in operation as of July 2020, but is expected to return.

For COVID-19 current schedules, see

Table 2: Vine Transit Span of Services as of July 2020. The website is also updated ([www.vinetransit.com](http://www.vinetransit.com)) and has additional information about NVRTA's services and schedules.

#### 5.6 On Demand Services

On Demand bus service offers local origin to destination shared ride service(s). Other passengers will be picked-up and dropped-off along the way. This service is open to the public with no application necessary for use. Reservations are not required and trips are booked on demand by calling dispatch or using the TapRide Ride the Vine mobile application. On Demand also serves ADA eligible residents. ADA eligible riders requiring a trip will be placed on traditional paratransit in the event that the on demand service is not suitable.

For COVID-19 current schedules, see

Table 2: Vine Transit Span of Services as of July 2020. The website is also updated ([www.vinetransit.com](http://www.vinetransit.com)) and has additional information about NVRTA's services and schedules.

### 5.6.1 Area of Coverage

On Demand bus service operates in the four (4) communities within the County of Napa outside the City of Napa. On Demand services are provided in the City of Calistoga, the City of St. Helena, the Town of Yountville, and the City of American Canyon. The City of St. Helena and the City of American Canyon also operate on a fixed route during school pick-up and drop-off times to help accommodate heavy student loads at these times. In the case of American Canyon a traditional fixed route vehicle is utilized during limited peak hours to provide sufficient room to students wishing to use transit.

### 5.6.2 Days and Span of Service

On Demand Transit service is generally available. Other local shuttles have specific schedules for their On Demand services that Vine operates. During the COVID19 pandemic, all services have transitioned to On Demand or have limited schedule fixed route of Vine local fixed and Vine Regional routes. If additional vehicles are warranted to expanded service during peak tourist season, PROPOSER will be given thirty (30) day notice.

Table 2: Vine Transit Span of Services as of July 2020.

Service Type*	Vine - Local Fixed**	Vine - Express	Vine - Regional	American Canyon Transit
Fixed Route	Mon-Fri 6:20 AM-7:48 PM	Mon-Fri 4:30 AM-7:24 PM	Mon-Fri 5:25 AM-10:30 PM	Mon-Fri 6:00 AM-8:30 AM; 3:35 PM-4:20 PM
	Sat 6:50 AM-7:23 PM	Sat No Service	Sat 6:00 AM-10:28 PM	Sat No Service
	Sun No Service	Sun No Service	Sun 6:00 AM-9:24 PM	Sun No Service
On-Demand Door-to-Door				Mon-Fri 8:30 AM-5:00 PM Sat No Service Sun No Service

Service Type*	St. Helena Shuttle	Yountville Trolley	Calistoga Shuttle	Paratransit
Fixed Route	Mon-Fri 7:50 AM-8:30 AM; 3:15 PM-4:15 PM			
	Sat No Service			
	Sun No Service			
On-Demand Door-to-Door	Mon-Thurs 8:30 AM-6:00 PM	Mon-Sat 10:00 AM-11:00 PM	Mon-Thurs 7:00 AM-9:00 PM	Follows Fixed Route schedule
	Fri 7:45 AM-11:00 PM		Fri 7:00 AM-11:00 PM	
	Sat No Service		Sat 8:15 AM-11:00 PM	
	Sun No Service	Sun 10:00 AM-7:00 PM	Sun*** 11:00 AM-9:00 PM	

\*Services generally do not operate on the following holidays: New Year's Day, Memorial Day, Labor Day, Christmas Day. Special Service May Operate on Independence Day and Thanksgiving Day.

\*\* In response local City of Napa fixed routes are temporarily operating On Demand, stop-to-stop, during the Covid-19 pandemic and may return to full route service or a hybrid model Monday-Saturday 7:30 PM -5:30 PM.

\*\*\*Shuttle runs on Sunday only during the months of May through November.

Source: <https://vinetransit.com/routes/>

### **5.6.3 Ride the Vine App**

NVTA will provide Ride The Vine app or similar software for use by the PROPOSER for operating On Demand services.

## **5.7 Fare Collection**

PROPOSER shall collect fares from all persons riding services provided under this Contract in accordance with the fare structure established by NVTA. NVTA reserves the right to amend the fare structure. Any changes to the fare structure shall be communicated to the PROPOSER in writing at least thirty (30) days in advance of their taking effect. PROPOSER shall not deny access to any person paying a valid fare without specific permission by NVTA. PROPOSER shall honor valid NVTA employee passes. PROPOSER will not issue free passes or any other passes without prior approval of NVTA.

All fares collected by PROPOSER shall be collected in fareboxes provided by NVTA. PROPOSER shall be responsible for depositing fares in a secure vault daily to be collected by an armor services carrier at least weekly. NVTA has separately contracted with an armored services carrier to provide secured transportation and processing of farebox revenues collected on revenue vehicles.

PROPOSER shall ensure the appropriate security systems and procedures are in place to safeguard the fares and fare collection process. Security systems shall include video monitoring and taping of probing (equipment and supporting IT infrastructure to be provided by NVTA), the transfer of the farebox cash vault to the receiver, the potential counting of money, as well as all other areas that may pose an opportunity for theft. NVTA shall have the right to accept, reject, or require changes to the security systems or procedures outlined by PROPOSER. (Note: Deductions may be assessed for discrepancies.)

NVTA will notify the PROPOSER of any promotion NVTA is conducting on a route. All Free Ride/Discount promotions shall be honored by the PROPOSER. Samples of the associated promotional coupons will be provided to familiarize operators with them. The operator shall have the responsibility to verify that the Free Ride/Discount promotion presented is valid and has not expired. Instructions will be provided for the counting of riders using the Free Ride/Discount promotions. Since operators will be asked about NVTA activities, the information and related coupons shall be posted in a prominent location and/or circulated among the operators. PROPOSER will be further required to remove any outdated postings of any information or promotional materials on buses and/or bus facilities, unless otherwise directed by NVTA.

PROPOSER will facilitate use of mobile fare payment apps including, but not limited to, Hopthru and TokenTransit.

NVTA reserves the right to observe or perform other checks that NVTA considers appropriate to determine the security and reporting accuracy of the fare collection procedure.

## **5.8 Clipper Card**

PROPOSER will facilitate participation in regional fare media coordination efforts, including all universal tap card CLIPPER-related programs and activities. PROPOSER will ensure employees receive information about all such programs and are trained to assist customer's efforts to identify and apply for appropriate programs, such as [Clipper START](#) and other discount fare programs. PROPOSER will support NVTA efforts to institute any required technological or procedural changes needed to participate in regional fare collection programs.

## **5.9 Pick-Up of On Demand Passengers**

Drivers should strive to arrive at their pick-up destination in a timely manner. Upon arrival of the vehicle at the passenger's pick-up point, the driver shall notify the passenger of their presence by a honk of the horn. Passengers who reside in an assisted living facility or are to be picked-up at a medical facility must be at the curb. Drivers will not go into facilities. The driver shall wait no more than five (5) minutes to pick-up a passenger. Should the passenger not appear during that time frame, the driver shall resume service and proceed to the next scheduled reservation or bus stop.

Drivers shall assist Americans with Disabilities (ADA) passengers using on demand services whenever possible from the curb of their origin to the curb of their destination. PROPOSER shall use the highest reasonable degree of care in assisting passengers. Assistance to ADA passengers shall, at a minimum, meet the requirements of the Americans with Disabilities Act. PROPOSER shall park as close and safely as possible to each passenger's origin and destination, including entering parking lots when necessary.

To create greater operational efficiency, NVTA uses its On Demand services in the communities of Calistoga, St. Helena, Yountville, and American Canyon as paratransit service for those communities. ADA trips originating and ending within those communities may be provided by the community shuttles and not traditional paratransit vehicles. In the case of a paratransit trip being scheduled in such a manner, all requirements for pick up and drop off as dictated by the ADA apply to that trip.

## **5.10 Complementary ADA Para Transit Service**

### **5.10.1 Description of Services – Vine Go**

Vine Go ADA paratransit bus service is available to qualified, certified persons with disabilities unable to board a regular Vine Transit fixed route bus, access a Vine Transit bus stop, or otherwise navigate the regular fixed route bus system due to

a disabling condition as defined by the Americans with Disabilities Act (ADA). Vine Go Paratransit provides service parallel to the fixed route system, operating the same hours and days.

Note that ADA assessments are completed through a separate contractor, and there may be times when the assessment contractor may need to coordinate with the selected PROPOSER of this RFP.

#### **5.10.2 Area of Coverage**

Vine Go's Paratransit service is operated within three-quarters ( $\frac{3}{4}$ ) of a mile from a fixed route trip. Trips continuing outside of the Vine Transit service areas to cities are to be coordinated with the adjacent city's paratransit service if such a connection falls within the service parameters.

#### **5.10.3 Service Requirements**

Vine Go paratransit bus service is available to qualified certified persons with disabilities unable to board a regular Vine Transit fixed route bus, access a Vine Transit bus stop, or otherwise navigate the regular fixed route bus system due to a disabling condition as defined by ADA does not include disabilities that only make use of accessible transit service difficult or inconvenient. Vine Go paratransit provides service within  $\frac{3}{4}$  of a mile from the fixed route system, operating the same hours and days. Vine Go passengers are able to schedule trips up to seven (7) days in advance. Same day reservations may be accepted depending upon available capacity.

#### **5.10.4 Service Days & Hours**

ADA paratransit service hours shall be consistent with **fixed-route** service schedule availability and change accordingly with new schedules. To view current paratransit schedules, see Table 2: Vine Transit Span of Services as of July 2020.

#### **5.10.5 Eligibility**

Certification for ADA customers is conducted by CARE Evaluators, which is a third party contracted by NVTA. Eligible individuals are entered into the regional database.

#### **5.10.6 Trapeze Pass**

If the PROPOSER does not already use a dispatching software, NVTA will provide a Trapeze PASS or similar dispatching system for use in operating ADA paratransit services. PROPOSER shall be responsible at their cost for obtaining the appropriate licensing and training for the use of the software.

#### **5.10.7 Pick-Up of ADA Paratransit Passengers**

PROPOSER shall arrive at the appointed passenger pick-up time but under no circumstance no more than fifteen (15) minutes after the appointed pick-up time.

If in the case the PROPOSER arrives early, they shall wait until the designated pick-up time, if contact is made with the passenger in this time frame no requirement shall be made by the PROPOSER for the passenger to leave before their scheduled pick-up time. If the PROPOSER arrives early and the passengers wishes to leave early the PROPOSER shall accommodate the passenger if it is reasonable.

Passengers picked up later than fifteen (15) minutes will be considered "late" and PROPOSER will be subject to an assessed deduction. PROPOSER shall notify passengers by telephone whenever possible if the vehicle scheduled to pick them up is expected to arrive at the appointed pick-up location more than fifteen (15) minutes later than the appointed time.

Upon arrival of the vehicle at the passenger's pick-up point, the driver shall notify the passenger of their presence by a honk of the horn. Passengers who reside in an assisted living facility or are to be picked-up at a medical facility must be at the curb. Drivers will not go into facilities. The driver shall wait no more than five (5) minutes to pick-up a passenger after their scheduled pickup time.

Should the passenger not appear during that time frame and no contact has been made with the passenger, the driver shall resume service and proceed to the next scheduled reservation or bus stop. The missed pick-up shall be considered a "no-show" and the procedures for no-show shall be followed. In the case of large facilities with multiple exits and entrances, PROPOSER shall confirm with passengers where they wish to be dropped off and picked-up. In the case that a driver will not be performing the return trip for a passenger they shall relay the exact pick-up location to dispatch to forward to the next driver.

The PROPOSER shall make every possible attempt to notify riders whose pick-up and/or drop-off time has been unilaterally changed by the PROPOSER for any reason. Riders who are not notified of a scheduled change shall not be counted as a "no-show" if they miss the ride.

The PROPOSER shall ensure that all operators report all pick-ups and no shows to dispatch as they occur. This can be done through the MDT's, however, if an MDT is not operational for any reason, the operator must contact dispatch via a land line or any other means available. In addition, operators shall inform dispatch whenever a passenger fails to pay their appropriate fare for the trip.

Drivers shall assist passengers whenever possible from the curb of their origin to the curb of their destination. PROPOSER shall use the highest reasonable degree of care in assisting passengers. Assistance to passengers shall, at a minimum, meet the requirements of the Americans with Disabilities Act.

PROPOSER shall park as close as safely possible to each passenger's origin and destination, including entering parking lots as necessary.



#### **5.10.8 Reservation/Scheduling**

PROPOSER shall perform reservations and scheduling of Paratransit trips as follows:

- Reservations are required and may be made up to seven (7) days in advance by calling the ride reservation line. Passengers will be ensured a negotiated ready time and confirmation for each trip scheduled. Passengers may call the requested trip any day between 8:00 AM and 5:00 PM to make a reservation. Reservationists may negotiate with ADA passengers a pick- up time from one (1) hour before or one (1) hour after their requested time.
- PROPOSER shall use Trapeze PASS software (or replacement software) to schedule rides.
- The PROPOSERS communications and scheduling staff must be trained to proficiency and scheduled to process the volume of incoming telephone requests for ADA services, accurately enter the required passenger trip information, monitor on time adherence, and appropriately dispatch vehicles. PROPOSER dispatch and scheduling personnel must be knowledgeable in all aspects of NVTA's ADA operations
- PROPOSER shall have sufficient reservationists are on duty at all times to ensure that telephone "wait" or "on hold" time(s) do not exceed three (3) minutes on ninety five percent (95%) of all calls, and do not exceed five (5) minutes on ninety nine percent (99%) of all calls.

#### **5.11 Shared Vehicle Program**

NVTA operates a non-revenue service "Shared Vehicle Program". This program allows social service agencies to borrow designated vehicles in NVTA's fleet for the use of transporting their clients. The PROPOSER shall provide training for individuals wishing to participate in this program. The hours for this training will be charged back to NVTA on a separate invoice. The maintenance of these vehicles will be a requirement of the PROPOSER, fueling will be incumbent upon the organization borrowing the vehicle. Upon the vehicles return the PROPOSER shall verify the vehicle is refueled and the corresponding vehicle check sheet and trip stat sheet are completed.

#### **5.12 Other Services or Special Assignments**

##### **5.12.1 Additional Service & Special Events**

NVTA may elect to add additional hours for special events where increased public transit is needed. The PROPOSER shall furnish drivers and staff to provide such service. These services include but are not limited to:

- Extended services during tourist events (specifically Memorial Weekend Bottlerock Event)

- Holiday parades (Independence Day, December Holiday, Calistoga Tractor Parade)
- Governmental and transportation-related tours
- Other events as requested

#### **5.12.2 Emergency Response & Mutual Aid**

NVTA may be called upon for emergency operation services in the event of a disaster. Also NVTA is a party to the Metropolitan Transportation Commission's mutual aid agreement. NVTA could be called upon to provide vehicles, drivers, and other manner of support to the areas affected within the County or the larger San Francisco Bay Area. The PROPOSER should be able to furnish staff and capital needs to affected areas as directed by the NVTA and Napa County's Emergency Operations personnel.

#### **5.12.3 Procurement of Equipment or Additional Services**

Should there be a need to purchase any additional capital assets, those that cost over \$10,000 will be purchased by NVTA. Anything below this amount will be the responsibility of the CONTRATOR.

Should there be a need to provide for additional services, the PROPOSER may subcontract out work, with the approval of NVTA. This subcontracted work may be leveraged to meet DBE goals.

## 6 Vehicle Fleet and Matrix

The Vine Transit fleet currently consist of 75 revenue service vehicles - 45 fixed route vehicles of various sizes, 30 paratransit vehicles of various sizes. The Agency has 5-30" BYD battery electric buses and 2-40' Proterra battery electric buses on order for delivery in late 2021 and 2022 respectively coinciding with the opening of the new transit facility. Vine Transit also maintains three (3) non-revenue service vehicles as part of the shared vehicle program. Table 3 provides information of each vehicle in the fleet, included on the next page. **Note:** NVTa does not provide any (including supervisor and non-revenue) support vehicles to PROPOSER.

Table 3 Vine Transit Fleet Matrix

Vehicle Matrix as of June 2020														
	Veh- icle	Bus ID	Year Built	New or Used?	Useful Life	Replace Year	Make/Model	Fuel Type	Fixed Route/ Partransit	Seated Capacity	Standing Capacity	Lifetime Mileage as of 6/30/20	Length	
Vine Transit Vehicles	1	133	2003	Used	1	2020	Gillig/Phantom	Diesel	FIXED RT	44-no lift	18	478,781	40'	
	2	134	2003	Used	1	2020	Gillig/Phantom	Diesel	FIXED RT	44-no lift	18	459,630	40'	
	3	135	2013	New	12	2025	El Dorado 40' Diesel	Diesel	FIXED RT	31 or 27+2	28	206,707	40'	
	4	136	2013	New	12	2025	El Dorado 40' Diesel	Diesel	FIXED RT	31 or 27+2	28	375,995	40'	
	5	137	2013	New	12	2025	El Dorado 40' Diesel	Diesel	FIXED RT	31 or 27+2	28	368,389	40'	
	6	138	2013	New	12	2025	El Dorado 40' Diesel	Diesel	FIXED RT	31 or 27+2	28	329,148	40'	
	7	139	2013	New	12	2025	El Dorado 35' Diesel	Diesel	FIXED RT	32 or 24+2	22	295,660	35'	
	8	140	2013	New	12	2025	El Dorado 35' Diesel	Diesel	FIXED RT	32 or 24+2	22	318,272	35'	
	9	141	2013	New	12	2025	El Dorado 35' Diesel	Diesel	FIXED RT	32 or 24+2	22	289,457	35'	
	10	142	2013	New	12	2025	El Dorado 35' Diesel	Diesel	FIXED RT	32 or 24+2	22	306,261	35'	
	11	143	2013	New	12	2025	El Dorado 35' Diesel	Diesel	FIXED RT	32 or 24+2	22	280,720	35'	
	12	144	2013	New	12	2025	El Dorado 35' Diesel	Diesel	FIXED RT	32 or 24+2	22	302,801	35'	
	21	162	2011	New	7	2018	Chevy ARBOC 28'	Unleaded	FIXED RT	21/2WC	8	206,985	28'	
	23	164	2011	New	7	2018	Chevy ARBOC 28'	Unleaded	FIXED RT	21/2WC	8	146,239	28'	
	24	165	2011	New	7	2018	Chevy ARBOC 28'	Unleaded	FIXED RT	21/2WC	8	199,523	28'	
	25	166	2012	New	7	2019	Chevy ARBOC 28'	Unleaded	FIXED RT	21/2WC	8	203,424	28'	
	26	167	2012	New	7	2019	Chevy ARBOC 28'	Unleaded	FIXED RT	21/2WC	8	171,964	28'	
	27	168	2012	New	7	2019	Chevy ARBOC 28'	Unleaded	FIXED RT	21/2WC	8	140,724	28'	
	28	200	2013	New	12	2025	El Dorado 35' CNG	CNG	FIXED RT	32 or 24+2	22	201,121	35'	
	29	201	2013	New	12	2025	El Dorado 35' CNG	CNG	FIXED RT	32 or 24+2	22	202,993	35'	
	30	202	2013	New	12	2025	El Dorado 35' CNG	CNG	FIXED RT	32 or 24+2	22	188,621	35'	
	31	203	2013	New	12	2025	El Dorado 35' CNG	CNG	FIXED RT	32 or 24+2	22	203,332	35'	
	32	204	2013	New	12	2025	El Dorado 35' CNG	CNG	FIXED RT	32 or 24+2	22	203,593	35'	
	33	250	2016	New	12	2028	El Dorado 40'	Diesel	FIXED RT	36 or 30+2	22	165,263	40'	
	34	251	2016	New	12	2028	El Dorado 40'	Diesel	FIXED RT	36 or 30+2	22	135,522	40'	
	35	252	2016	New	12	2028	El Dorado 40'	Diesel	FIXED RT	36 or 30+2	22	164,722	40'	
	36	253	2016	New	12	2028	El Dorado 40'	Diesel	FIXED RT	36 or 30+2	22	163,707	40'	
	37	254	2016	New	12	2028	El Dorado 40'	Diesel	FIXED RT	36 or 30+2	22	160,718	40'	
	38	255	2016	New	12	2028	El Dorado 35'	Diesel	FIXED RT	29 or 23+2	22	162,393	35'	
	39	256	2016	New	12	2028	El Dorado 35'	Diesel	FIXED RT	29 or 23+2	22	159,291	35'	
	40	257	2016	New	12	2028	El Dorado 40'	Diesel	COMMUTER	31 or 27+2	28	93,166	40'	
	41	258	2016	New	12	2028	El Dorado 40'	Diesel	COMMUTER	31 or 27+2	28	95,020	40'	
	42	1702	2002	Used	5	2007	Gillig/Phantom	Diesel	FIXED RT					40'
	43	1703	2002	Used	5	2007	Gillig/Phantom	Diesel	FIXED RT					40'
	44	1704	2002	Used	5	2007	Gillig/Phantom	Diesel	FIXED RT					40'
	45	1705	2002	Used	5	2007	Gillig/Phantom	Diesel	FIXED RT					40'
	46	656	2020	New	7	2027	Glaval Bus	Unleaded	Paratransit					28'
	47	657	2020	New	7	2027	Glaval Bus	Unleaded	Paratransit					28'
	48	658	2020	New	7	2027	Glaval Bus	Unleaded	Paratransit					28'
	49	659	2020	New	7	2027	Glaval Bus	Unleaded	Paratransit					28'
	50		2021	On Order	12	2033	BYD	Electric	FIXED RT					30'
	51		2021	On Order	12	2033	BYD	Electric	FIXED RT					30'
	52		2021	On Order	12	2033	BYD	Electric	FIXED RT					30'
	53		2021	On Order	12	2033	BYD	Electric	FIXED RT					30'
	54		2021	On Order	12	2033	BYD	Electric	FIXED RT					30'
	55		2022	On Order	12	2034	Proterra	Electric	FIXED RT					35'
	56		2022	On Order	12	2034	Proterra	Electric	FIXED RT					35'
	Vine Go (ADA) Paratransit Vehicles	1	634	2007	New	7	2014	Ford Econo	Unleaded	Paratransit	12 or 4+3		152,147	23'
		2	635	2007	New	7	2014	Ford Econo	Unleaded	Paratransit	12 or 4+3		175,057	23'
		3	636	2008	New	7	2015	FORD	Unleaded	Paratransit	12 or 4+3		138,947	23'
		4	637	2008	New	7	2015	FORD/STARCRAFT	Unleaded	Paratransit	12 or 4+3		92,973	23'
		5	638	2011	New	7	2018	FORD Aerotech	Unleaded	Paratransit	12 or 2+5		98,763	23'
		6	639	2011	New	7	2018	FORD Aerotech	Unleaded	Paratransit	12 or 2+5		94,403	23'
		7	640	2011	New	7	2018	FORD Aerotech	Unleaded	Paratransit	12 or 2+5		107,789	23'
		8	645	2012	New	7	2019	FORD Aerotech	Unleaded	Paratransit	12 or 2+5		90,569	23'
		9	646	2012	New	7	2019	FORD Aerotech	Unleaded	Paratransit	12 or 2+5		86,415	23'
10		647	2012	New	7	2019	FORD Aerotech	Unleaded	Paratransit	12 or 2+5		91,837	23'	
11		648	2014	New	7	2021	Ford Glaval	Unleaded	Paratransit	12 or 2+5		47,798	23'	
12		649	2014	New	7	2021	Ford Glaval	Unleaded	Paratransit	12 or 2+5		45,700	23'	
13		650	2014	New	7	2021	Ford Glaval	Unleaded	Paratransit	12 or 2+5		41,303	23'	
14		653	2016	New	7	2023	Ford Starcraft	Unleaded	Paratransit	12 or 2+5		24358	22'	
15		654	2016	New	7	2023	Ford Starcraft	Unleaded	Paratransit	12 or 2+5		24711	22'	
16		655	2016	New	7	2023	Ford Starcraft	Unleaded	Paratransit	12 or 2+5		22390	22'	

	Veh- icle	Bus ID	Year Built	New or Used?	Useful Life	Make/Model	Fuel Type	Fixed Route/ Paratransit	Seated Capacity	Standing Capacity	Lifetime Mileage as of 6/30/20	Length
Community Shuttles	<b>Yountville Trolley</b>											
	25	403	2000	New	12	Supreme/Trly	DIESEL	Paratransit	24 or 20+2		198,938	33'
	26	404	2012	New	12	Hometown/Trly	Unleaded	Paratransit	27 or 22+2		74,589	31'
	<b>Calistoga Shuttle</b>											
	27	643	2011	New	7	El Dorado Aerolight	Unleaded	Paratransit	11 or 9+1		91,840	21'
	28	644	2011	New	7	El Dorado Aerolight	Unleaded	Paratransit	11 or 9+1		88,687	21'
	<b>American Canyon Transit</b>											
	29	651	2014	New	7	Ford/Glaval	Unleaded	Paratransit	16+2		23,168	23'
	30	652	2014	New	7	Ford/Glaval	Unleaded	Paratransit	16+2		27,420	23'
	<b>St Helena Shuttle</b>											
Shared Vehicles	31	641	2011	New	7	El Dorado Aerolight	Unleaded	Paratransit	11 or 9+1		54,430	21'
	32	642	2011	New	7	El Dorado Aerolight	Unleaded	Paratransit	11 or 9+1		49,964	21'
	33	628	2004	Used	0	Ford Aerotech	Unleaded	Paratransit	12 or 4+3		252,085	23'
	34	632	2007	Used	0	Ford Econo	Unleaded	Paratransit	12 or 4+3		155,000	23'
	35	633	2007	Used	0	Ford Econo	Unleaded	Paratransit	18 or 13+2		149,489	23'

See [Section 9](#) for PROPOSER maintenance responsibilities.

## 7 Description of NVTa Maintained Facilities

### 7.1 Current Maintenance Yard

NVTa shall provide the operations and maintenance base for the transit service. The current yard is located at 720 Jackson Street, Napa, CA 94559. PROPOSER shall be responsible for all aspects of maintenance and upkeep of the provided facility with the exception of major repairs such as roof, HVAC system, and structure issues. PROPOSER shall be responsible for PROPOSER owned and operated technology, such as the telephone system, basic Information Technology (IT) infrastructure (i.e. servers, switches and routers) along with the internet connection coming into the facility for the PROPOSER network.

Utilities shall be provided by PROPOSER. PROPOSER shall be responsible for the internet connection coming into the facility for PROPOSER network. PROPOSER shall be responsible for utility costs, including water, sewer, hazard materials disposal, telephone, internet service, electricity, and for the internet connection coming into the facility for PROPOSER network. See section 10.6 for more details.

PROPOSER shall ensure that all OSHA requirements are met, or exceeded. The facility shall be kept neat, clean, and organized at all times. NVTa will perform periodic, announced, inspections of the yard to ensure a pleasant working environment is maintained at all times.

The 2-acre yard consists of:

- Vehicle parking and staging areas
- Vehicle maintenance area
- Farebox vaulting and probing
- Administrative offices
- Training room
- Driver staging area
- Dispatching and customer service center
- Minor landscaping

### 7.2 Future Maintenance Facility

NVTa is aware that the current maintenance facility at 720 Jackson is inadequate to meet current and future needs of the transit operations and will be replaced by the new facility near the Napa Airport on Sheehy Court. NVTa has acquired two parcels of land at 96 and 101 Sheehy Ct. to house the new maintenance facility in an effort to increase capacity and efficiency.

NVTa plans to start construction before the end of calendar year 2020 with an in-service date estimated by summer 2022. NVTa will provide the office infrastructure

and capability for telephone, internet, and some information technology for the new facility. NVTa will also provide the telephone system and computer devices needed to operate servers and systems for vehicle and facility and equipment operations, including dispatch telephone systems. Infrastructure technology and communication systems and equipment for PROPOSER internal use only is not NVTa's responsibility.

PROPOSER shall be responsible for all desktop and systems to maintain PROPOSER-related administration, payroll, run cuts, etc. PROPOSER shall be responsible for all other aspects of operations, maintenance, utilities (including internet service), and routine maintenance of the provided facility with the exception of major repairs on major structures and systems. An amendment to the services contract will likely be necessary as the cost structure for maintaining and operating a new facility is known.

Because the facility has not been built yet, utility costs are not yet available. Utility cost estimates are listed below. Based on design and the estimated usage of the facility, these are estimated costs. Actual costs may vary.

*Table 4 Utilities to be paid by NVTa, charged back to PROPOSER.*

Year	Potable Water	Recycling	HOA Recycled Water	Sanitation (Sewer)	Phones
FY22	\$ 32,175	\$ 14,976	\$ 35,700	\$ 1,545	\$ 2,400
FY23	\$ 33,784	\$ 15,575	\$ 36,414	\$ 1,591	\$ 2,400
FY24	\$ 35,473	\$ 16,198	\$ 37,142	\$ 1,639	\$ 2,400
FY25	\$ 37,247	\$ 16,846	\$ 37,885	\$ 1,688	\$ 2,400
FY26	\$ 39,109	\$ 17,520	\$ 38,643	\$ 1,739	\$ 2,400

*Table 5 Utilities to be paid by PROPOSER directly to service provider.*

Year	Electricity, Gas	Internet	Oil/Sewer Disposal
FY22	\$ 38,183	\$ 3,690	\$ 5,100
FY23	\$ 39,138	\$ 3,782	\$ 5,202
FY24	\$ 40,116	\$ 3,877	\$ 5,306
FY25	\$ 41,119	\$ 3,974	\$ 5,412
FY26	\$ 42,147	\$ 4,073	\$ 5,520

Table 6 Utilities that NVTa pays directly to service provider.

Year	IT Services	T1 Lines (Internet Infrastructure)	Landscaping
FY22	\$ 24,360	\$ 24,360	\$ 42,840
FY23	\$ 24,725	\$ 24,725	\$ 43,697
FY24	\$ 25,096	\$ 25,096	\$ 44,571
FY25	\$ 25,473	\$ 25,473	\$ 45,462
FY26	\$ 25,855	\$ 25,855	\$ 46,371

When completed, the new bus maintenance facility will include six bays, bus parking for over 78 buses of various sizes and 100 parking spaces for employees and visitors), solar panels and electric bus charging stations to create net-zero energy consumption and a modern bus wash,. The facility is planned to operate 24 hours a day, seven days a week, and buses will be primarily operational between the hours of 5:00 AM and 8:00 PM, with two routes that operate beyond 9:00 PM, returning to the yard between 10:00 PM and 11:00 PM.

The new facility has been designed to provide back-up power that is capable of maintaining essential services for 72 hours using a 141kW photovoltaic power generation system. Facility will comply with Americans with Disabilities Act (ADA) and California Building Code (CBC) standards. A new facility will meet the needs of existing operations and allow for projected growth for the next 40+ years. The design and pre-construction work has been completed.

The new facility's Operations and Administration facility will serve as a driver training facility and regional emergency operations space. This is essential given the recent evacuations performed by the Vine bus fleet during the October 2017 and 2020 wildfires.

The new facility is designed to be turn-key ready. The design and specifications are included in Appendix II. The resulting contract with the selected PROPOSER will include lease-type provisions to ensure that proper measures are taken when using the space.

### 7.3 Soscol Gateway Transit Center

Located at 625 Burnell Street in Napa, the Soscol Gateway Center houses the ticket office, main bus corral, and NVTa offices. PROPOSER is responsible for maintaining the bus shelters, ticket office area, driver break room, breezeway, and bus corral. NVTa is responsible for landscaping, bike lockers, parking lot, and for maintaining the Soscol Transit Center building, with the exception of the ticket office.



#### **7.4 Redwood Park and Ride, Napa**

PROPOSER will be expected to maintain the passenger waiting areas, bus shelters, parking lot and sidewalk areas within the Park and Ride.

#### **7.5 Yountville Park and Ride, Yountville**

PROPOSER will be expected to maintain the passenger waiting areas, parking lot and sidewalk areas within the Park and Ride.

#### **7.6 Imola Park and Ride – In Service Date of Summer 2021**

PROPOSER will be responsible for maintaining the new facility that will be constructed adjacent to SR 29 on Imola Avenue (SR 121). Imola Park and Ride is expected to be in service by July 2021 and will include two bus shelters on the freeway ramps, dedicated vehicle parking, lighting, bike storage, signage, sidewalks, waiting area with lighting, real-time transit information, wayfinding, seating, Wi-Fi, real-time transit information, and new bus platforms on the northbound and southbound ramps of State Route 29.

## **8 Bus Stops**

#### **8.1 Standard, Benches, and Shelters**

Garbage receptacles have been removed at all stops except facilities. PROPOSER is responsible for providing bus shelter and bus stop maintenance throughout NVRTA's service area. This service, while part of the maintenance function, shall be priced separately on the pricing form. This maintenance shall include:

- Insertion of customized route and stop information in the display windows of all NVRTA's shelters, exchange and update with new information and schedules as necessary,
- General cleaning including, but not limited to, graffiti removal, glass and bench cleaning, removal of foreign substances, and sweeping shelter interior and sidewalk adjacent to the shelter,
- NVRTA's twenty (20) high capacity, high profile shelter locations will be cleaned at least three (3) times a week.
- NVRTA's remaining shelters, forty-two (42) at present, will receive general cleaning once a week at a minimum. These may be cleaned more frequently depending upon the need. The Soscil Gateway Transit Center requires daily general cleaning, and complete detailing as required for maintaining cleanliness, safety and a respectable image, (spaces specifically occupied by NVRTA staff are not included). The three (3) park and ride sites: 1) Redwood at Redwood Road and Solano in Napa, Park and Ride at Solano and California in Yountville, and *future* Imola Park and Ride.
- Stops with benches and shelters cleaned as needed (trash removal and pressure washed when needed).

- Perform other minor repairs as required.
- Dismantle, move and erect bus stop poles and signs as required.
- Bus shelters will be power washed according to cleaning schedule.
- General maintenance of bus stop signs and poles, including the removal of debris daily. At present, NVTa has approximately additional 300 stop locations without shelters.
- Twice yearly pressure washing (unless specific required) of all stops using approved water recovery procedures, or as required by NVTa to ensure proper cleanliness and safety at each bus stop location. PROPOSER may be required by NVTa to pressure wash more regularly at high visibility and/or high capacity bus stops.
- PROPOSER shall provide all cleaning supplies and cleaning equipment required. NVTa shall provide materials including bus stop signs, shelters or shelter parts, trash containers, or other items to the PROPOSER to fulfill the stop and shelter maintenance obligation.

## 9 Responsibility of NVTa

NVTa is responsible for the tasks, assets, and services included in this section.

### 9.1 Management/Administrative Oversight

- Marketing and public outreach.
- Development and printing of schedules and outreach/informational materials.
- Development and printing of fare media.
- Development and printing of NVTa and Vine Transit logos/decals/signage.
- Advertising and marketing materials on buses and facilities.
- Americans with Disability Act eligibility.

### 9.2 Planning

- Service planning and route design.
- Long and short range operating and capital planning (including fleet plans.)
- Provision of shared vehicles.

### 9.3 Maintenance and Equipment

- Construction and non-routine maintenance of all facilities, provision of heavy equipment and heavy-duty tools (excess of \$10,000), including lifts, bus washer, dynameters, paint booth, etc.
- Replacement of GFI farebox equipment and Clipper™ fare media equipment.
- Fuel for revenue-generating vehicles.
- Bus stop, shelter, and park and ride equipment
- Office furniture and some equipment (Telephone equipment will not be provided).

### 9.4 Technology

- Computer aided dispatch and automatic vehicle locator (CAD/AVL) (and peripheral system such as on board annunciator, messaging signs, systems monitoring).
- ITS infrastructure and storage for NVTa-owned systems.
- Some internet and Wi-Fi services for dedicated technologies (PROPOSER to provide dedicated internet service to facility).
- Facility and onboard security systems.
- Radio communications system for operations staff.
- Point of sale (POS) system.
- At the future maintenance facility, NVTa will have phone system at new facilities and camera systems.

### 9.5 Amenities

NVTA shall be responsible for providing passenger amenities, signage, and related components necessary for maintenance efforts.

### 9.6 Liability Insurance for Shared Vehicles

Liability Coverage of Shared Vehicles will be the responsibility of the NVTA.

### 9.7 Utilities

NVTA pays for the following utilities directly:

- Transit:
  - Internet and Wi-Fi on buses

At the current maintenance facility:

- T1 Lines for Internet
- Water (charged back)
- Waste (charged back)
- Gas and/or Electricity (charged back)
- Sewer (charged back)

At the future maintenance facility:

- T1 Lines for Internet
- Water (charge back to PROPOSER)
- Waste (charge back to PROPOSER)
- Gas and/or Electricity (charge back to PROPOSER)
- Sewer (charge back to PROPOSER)

## 10 Responsibility of PROPOSER

### 10.1 Bus Operators (Drivers and Supervisors)

PROPOSER shall be entirely responsible for the employment and supervision of operators necessary to perform system operations functions. Such responsibilities shall include, although not necessarily limited to:

- Operator recruitment
- Onboarding
- Screening
- Selection
- Training
- Supervision
- Proper licensing
- Employee relations
- Evaluation
- Discipline
- Retraining
- Termination

#### 10.1.1 Minimum Qualifications

As a part of operator recruitment, operator must:

- Be at least 21 years of age.
- Have a minimum of three (3) years licensed driving experience.
- Have no more than three (3) moving violations or accidents within the immediately preceding three-year period.
- Have no convictions for misdemeanor or felony driving under the influence (DUI) or no failures to appear.
- Have never been convicted of a violent crime, or a crime of moral turpitude.
- Must be eligible to work in the United States.
- Have a high school diploma or equivalent.
- PROPOSER shall procure background checks before hiring any operator. The contents and source of the background check must be approved in advance by NVT A.
- Each operator must hold, and at all times maintain, the proper valid licenses and certifications required by the DMV, CHP, State and Federal regulating agencies to operate a transit vehicle in revenue or non-revenue service. Licenses and certifications shall include, but not be limited to the following: a valid Class B-P (endorsed for air brakes and passenger transport) driver's license issued by the State of California, a DMV Medical Examiner's Certificate, and VTT. PROPOSER shall screen the California Division of Motor Vehicle Record (DMV Record) of each prospective operator.
- PROPOSER shall conduct background checks in accordance with applicable law, including California Labor Code 432.7, and shall review the criminal history of each application for the position of operator and shall reject any applicant with any felony conviction. Exceptions may be submitted in writing to NVT A for

approval. Criminal history check must include all places of residence noted on the application.

- All operators must be able to read and speak the English language sufficiently to, at minimum, converse with the general public, provide instructions in the event of an emergency, understand highway traffic signs and signals, understand street signs and maps, understand routes, schedules and detour notices, respond to dispatch, and fill out incident and accident reports, run sheets, and any other document or report requested or required by law.

#### **10.1.2 Operator Appearance**

Prior to the first day of service, PROPOSER shall set up a committee consisting of a NVTA representative, operators, and PROPOSER management. This committee shall develop a uniform standard. PROPOSER shall provide an identification badge for each employee. Badges shall be worn at all times employees are performing any work provided under this contract. NVTA reserves the right to change its operator uniform. The PROPOSER will be advised of any changes at least 60 days before implementation.

#### **10.1.3 Road Supervision**

The PROPOSER shall have road supervisors in the field, covering the PROPOSERS services at all times that there is a revenue vehicle in operation. At a minimum, PROPOSER shall have one (1) Road Supervisor for every twenty-five (25) operators on the road at any one time. At a minimum, PROPOSER shall have one (1) Road Supervisor for the Paratransit Service. Road Supervisors shall be in numbers sufficient to respond to any incident/accident within a maximum of 20 minutes of the call during revenue operating hours.

Road supervisors are responsible for managing and directing the activities of the vehicle operators including on-time performance, maintenance and lift problems, fare issues, farebox problems, accident investigation, assistance in disputes/incidents, determining and working with detours for the PROPOSERS routes. Road Supervisors must be available to transport passengers in the event of a breakdown, etc. PROPOSER shall provide Road Supervisors with a separate, independent radio communications system. Cell phones are permissible.

#### **10.2 Emergency Operations**

PROPOSER shall be aware and make its employees aware that NVTA is an agency is a first responder that participates in emergency response actions. Although NVTA expects all reasonable cooperation in the course of any emergencies or emergency response operations, PROPOSER employees are not considered Disaster Service Workers under California law. During all hours of operation, the PROPOSER shall have one manager or other supervisory employee on duty and designated as having immediate authority over all current operations. The identity of that employee must be communicated to all other on-duty employees for that shift, and to NVTA.

### **10.3 Bus, Vehicle, and Equipment Maintenance**

The PROPOSER will, at its sole expense, be required to maintain all buses and sub-components in first-class condition. The PROPOSER shall strictly adhere to the vehicle manufacturer's recommended maintenance practices, or NVTA's established practice, whichever is greater. A list of the NVTA vehicle fleet is included in Section 6 – Vehicle Matrix.

#### **10.3.1 State of Good Repair**

A state of good repair preventive maintenance program of all revenue service equipment, which meets or exceeds NVTA's Preventive Maintenance Program, is required under this contract. The PROPOSER shall also perform monthly safety inspections and record all defects found and the date the defects were corrected. Deferring bus maintenance is strictly prohibited and is grounds for contract termination.

In addition, the PROPOSER shall perform such procedures on buses as required by Title 13, California Administrative Code, as such provisions currently exist, or hereafter amended or superseded. The PROPOSER shall comply with all California Highway Patrol Motor Carrier Safety Regulations pertaining to inspections. The PROPOSER shall notify NVTA's designee prior to or at first knowledge of all inspections performed by the CHP, or any other inspections performed by any other governmental/other agencies, and transmit results of said inspections to NVTA.

The PROPOSER shall ensure that all applicable certifications are displayed on all buses.

The PROPOSER shall be responsible for completing all repairs to all buses required to keep them in proper working condition. The PROPOSERS obligation to repair will include, but not be limited to, all work on and/or replacement of body and paint, power train, undercarriage, interior, air conditioning, wheelchair lift, farebox, etc. Work shall occur prior to placing vehicle back in service. PROPOSER may be assessed a deduction for not taking corrective action in a timely manner.

The PROPOSER is expected to adhere to the vehicle manufacturers' recommendations in providing these services. A Vehicle Maintenance Plan will be developed documenting the manufacturers' recommendations in the form of Preventative Maintenance Inspection sheets.

- The Fixed Route Fleet operates approximately 1,763,400 total miles annually.
- The Paratransit Fleet operates approximately 175,500 total miles annually.
- The On Demand Fleet operates approximately 147,900 total miles annually.

The PROPOSER is responsible for assuring the quick and complete repair of all buses and for maintaining a twenty percent (20%) spare ratio of active fleets to the number of vehicles required for peak service demands.

### **10.3.2 Preventative Maintenance**

All preventive maintenance (PM) shall be performed at regularly scheduled intervals using state of good repair principles as indicated in the preventive maintenance program intervals. All preventive maintenance must be performed within 10% of NVTA's indicated interval, or lacking a NVTA interval, the manufacturer's recommended interval. Lack of required preventive maintenance by the PROPOSER may result in assessed deductions and/or further contractual action.

It shall be the responsibility of the PROPOSER to maintain change out records for all components. This includes warranty repairs/replacements. These records are the responsibility of the PROPOSER whether work is performed internally or through outside vendors.

The PROPOSER shall be required to comply with the California Air Resources Board (CARB) Fleet Rule, Federal, State, and Local exhaust emission requirements.

### **10.3.3 Fueling**

PROPOSER shall safely store and furnish lubricants and coolant for the operation of the buses. The fuel will be furnished by NVTA for all its vehicles: diesel, gasoline, compressed natural gas, and battery electric vehicles. The fuel used shall be ultra-low sulfur fuel only for diesel vehicles. PROPOSER will drive diesel buses to be fueled at night. Other specified fuels for alternative fuel vehicles will be specified as required. NVTA currently owns five (5) compressed natural gas (CNG) vehicles and has issued orders for seven (7) battery electric vehicles.

PROPOSER will maintain a fuel, oil, and mileage log for each vehicle in The Reporting Solution.

The PROPOSER shall furnish lubricants as required to meet or exceed the specification established by NVTA. NVTA reserves the right to alter specifications at its discretion consistent with those changes made to NVTA's fleet.

### **10.3.4 Cleaning**

PROPOSER is required to maintain the inside and outside appearance of buses in a neat, safe, and in operable condition. Such cleaning will include removal of all dirt, debris, and graffiti. PROPOSER will promptly repair or replace any broken, cut, worn, torn or vandalized components of the buses to eliminate hazards and unsightliness, and to minimize passenger discomfort.

Daily, all vehicles utilized in revenue service shall be cleaned, including washing and scrubbing of the full exterior, wheels, fuel-fill area, inside of all windows, scrubbing of oil or other excessive residue off the rear end, dusting or vacuuming



of all seats, dashboard, stanchions and exposed services, and sweeping or vacuuming of all floor areas, including the removal of gum, grease, oil, etc.

Bus exteriors must always be maintained, specifically paint and body work, for an aesthetically pleasing appearance. The PROPOSER is responsible for using only quality grade of soaps and cleaning solvents that will not damage the exterior or interior surfaces of the buses including advertisements. These solvents should also be environmentally friendly. A list of acceptable solvents will be provided to PROPOSER upon award.

All graffiti, interior and exterior, that is cleanable shall be removed as soon as practicable, preferably before bus is placed back in service. If the graffiti is obscene, or gang related, it shall be removed immediately, or the vehicle shall not be used in revenue service until corrected.

All windows and/or inserts that are scratched/etched/fogged to the point of becoming opaque/distorted/seriously damaged causing possible safety issues shall be replaced immediately. All windows that are scratched/etched and hamper clear vision shall be replaced at least once per year. Scratched/etched and hampering vision shall be defined to include bus wash abrasion, graffiti, and damage that does not exceed 50% of the window or contain obscene or gang-related etching.

Seats shall be maintained in proper operating condition. All tears, cuts, gum, graffiti, and other damage shall be repaired in a professional manner within seven (7) days of the occurrence. PROPOSER shall replace cushion materials that are worn or cannot be professionally repaired, or cushions that contain graffiti or stains that cannot be cleaned, using seat cover materials that are identical in design and color as those materials being replaced. PROPOSER shall further ensure that all seats are steam cleaned and properly disinfected, as soon as possible, in the event that bodily fluids or solids are deposited on any seats and if seat cushion materials cannot be replaced.

All seats shall be free of excessive dust. Cushioned seats must be vacuumed, keeping dust to a minimum. Each revenue service vehicle shall have the seats, stanchions, ceilings, side walls, and floors scrubbed, washed, or shampooed at the 6,000 mile interval requirement of a detail. All seats and surfaces must be completely dry before being placed in revenue service.

PROPOSER will perform additional cleaning as directed by NVTA using approved cleaning agents in response to emergency or public health conditions.

See also Special Requirements under COVID-19 Section.

#### **10.3.5 Technical Ability**

PROPOSER shall ensure that maintenance staff are completely trained, familiar with all repair, servicing and maintenance needs associated with the fleet provided by NVTa.

- Maintenance Mechanic – Position requires high school diploma or GED equivalent and heavy duty bus maintenance experience, a good driving record with a class B driver's license or the ability to obtain one; experience and education should be equivalent to five years; must have the ability to obtain 608 – 609 A/C certification; must have knowledge of Celect Plus ECM, ATEC, DDEC II and DDEC III systems with a strong ability to analyze wiring problems using schematics; knowledge of wedge and s-cam brake systems.
- Maintenance Utility Worker – Position requires a good driving record; education achievement equivalent to the completion of high school; prior demonstrated experience in janitorial, bus/car/facility service and cleanup; knowledge of general janitorial and or bus facility servicing/cleanup procedures; working familiarity with basic cleaning and routine mechanical maintenance of gas and diesel-powered equipment.

#### **10.3.6 Mechanical Maintenance Program and Training**

PROPOSER, at its sole cost and expense, shall provide all lubricants, repairs, cleaning, parts, tires, supplies, labor, maintenance and component rebuilding and/or replacement as required for the safe and reliable operation of all equipment pursuant to this contract. PROPOSER shall be fully responsible for the safe and efficient maintenance of all vehicles, including servicing of emissions/exhaust systems, to be used to perform this contract in strict conformity to requirements of the OEM, emissions/exhaust systems manufacturers, the California Highway Patrol (CHP) Out of Service Criteria and applicable local, State and Federal regulations and requirements. A FLEET INSPECTION MAY BE ARRANGED BY CONTACTING NVTa.

The PROPOSER is responsible for assuring that the maintenance personnel receive training in all aspects of the servicing and repair of the buses, including any evolving vehicle/equipment technologies acquired NVTa, including information on service updates and technical bulletins. PROPOSER shall be responsible for maintaining complete records of all training given to each employee. These records may be inspected by NVTa personnel at any time.

#### **10.3.7 Parts**

All parts supplied by PROPOSER shall be new and meet Original Equipment Manufacturer (OEM) or NVTa approved standards. The PROPOSER shall not use parts from one bus to another unless expressly approved by NVTa.

PROPOSER shall establish and maintain an ongoing spare parts inventory sufficient to meet peak hour vehicle requirements. The PROPOSER shall submit a monthly report for any parts used showing the part, part number, part price, vehicle, and work order number. Parts over \$500 or have a useful life of at least one year must be itemized in a monthly report to accompany the monthly invoice.

NVTA will supply parts with a value of \$170,948. The PROPOSER shall return parts at the end of the contract term with the same value.

All fuels, lubricants, and parts shall be maintained, used, and disposed of properly in compliance with all relevant State and Federal regulations.

#### **10.3.8 ADA Equipment**

All wheelchair lifts, tie-downs, and related equipment shall meet ADA requirements. Operator pre-trip inspections shall be utilized to check lift operation before pull-out from the garage. If the lift is inoperable at the time of pull-out, the bus shall be repaired or traded before pull-out. No vehicle shall be operated in revenue service without functioning ADA equipment. Doing so may be grounds for contract termination.

#### **10.3.9 Tires**

Buses are equipped with various tire sizes. NVTA's recommended tire brand is Firestone, but NVTA reserves the right to dictate a particular brand to PROPOSER to improve operational efficiency. PROPOSER shall replace tires on vehicles using the size and load capacity specified by the specific vehicle manufacturers. As a general standard the tires shall be steel belted 16 ply radial tires with a load range of H and shall be suited for highway speeds. Expenses associated with the purchase and/or leasing of tires shall be itemized in a monthly report to accompany the monthly invoice.

#### **10.3.10 Tools**

The PROPOSER must assure all equipment and tools are available to the employees to perform all repairs to the buses, including special tools such as torque wrenches, impact guns, electronic readers for charging, starting systems, engine and transmission readers, electronic destination sign programmers, opacity meter, etc.

#### **10.3.11 Electric Equipment**

The vehicles are equipped with a variety of technologies, including GFI Odyssey and Cents-A-Bill fare boxes, and destination signs. The PROPOSER shall maintain each of these systems per the manufacturer's and NVTA's recommended guidelines.

#### **10.3.12 Towing**

PROPOSER shall be responsible for all costs for towing vehicles. Towing must be performed properly to assure against damages to the vehicles. Any damage resulting from improper towing procedures shall be the responsibility of the PROPOSER.

#### **10.3.13 Utilization of Outside Services**

The PROPOSER may utilize outside services to perform such repairs as power train rebuilds, paint and body, etc. The PROPOSER shall provide NVTa with a list of vendors that will be used. NVTa must approve the list of vendors prior to the PROPOSER utilizing any vendor. Work performed by outside services shall be the responsibility of the PROPOSER. All work done shall be of first grade quality by factory authorized and certified technicians and/or repair shops. Warranties must be provided for work performed.

All outside engine repairs/rebuilds must be performed by a factory authorized repair technician or certified shop. All parts used in the repair of the engines must be genuine OEM parts.

All outside transmission repairs/rebuilds must be performed by a factory authorized repair technician shop. All parts used in the repair of the transmissions must be genuine OEM parts.

#### **10.3.14 Road Calls**

The PROPOSER, or an approved subPROPOSER, is responsible for performing road calls, when necessary, in an expedient manner. The PROPOSER must take every step possible to assure the least inconvenience and discomfort to the passengers. In order to meet this requirement, the replacement bus must leave the yard within 10 minutes of the call to maintenance. All road calls that result in a delay of service shall be reported immediately to the Executive Director or his/her designee.

#### **10.3.15 Advertisement on Buses**

PROPOSER shall make vehicles available for decaling and/or installation of advertisements. The advertising PROPOSER will make every attempt to provide PROPOSER with at least 24 hours of notice. The majority of decaling and installation of advertisements shall take place after 8:00 PM.

The PROPOSER shall be responsible for the cost of damages to the advertisements placed on the buses due to accident damage, abuse or negligence on the PROPOSER'S part. The PROPOSER shall work with NVTa's advertisement PROPOSER to reach mutual settlement for such damages.

## **10.4 Facility Maintenance**

### **10.4.1 Use of Vehicles and Equipment**

PROPOSER understands that vehicles and equipment provided by NVTA under this Contract shall be used only to provide services included under this contract or preapproved by the Executive Director of NVTA or by his/her designee. Other stipulations include:

- The PROPOSER'S right to use the buses and equipment is merely a license that is terminable at will by NVTA with reasonable notice, and such vehicles may not be transferred or assigned by the PROPOSER.
- Operation of vehicles utilized by PROPOSER in the performance of this Contract shall comply with all applicable Federal, State, and local laws and regulations governing vehicles used for common carrier passenger transportation.
- PROPOSER agrees that any equipment and/or technology purchased by NVTA through this RFP immediately become the property of NVTA. NVTA will also retain the right to dictate the location of any equipment placed on NVTA vehicles and/or facilities, and NVTA equipment shall have priority consideration with regards to its placement. No modifications to NVTA vehicles, equipment or facilities will be permitted without prior written approval from the Executive Director or by his/her designee.
- NVTA requires that any vehicles in the designated Contingency Fleet remain there unless otherwise directed by NVTA. PROPOSER must obtain prior written approval by the Executive Director or by his/her designee before any vehicle in the Contingency Fleet may be used in service.
- NVTA also reserves the right to dictate what vehicle type may be used on a specific service (local fixed route/commuter express bus service/paratransit/On Demand) or route. Furthermore, NVTA reserves the right to dictate to PROPOSER how many vehicles may be used for revenue service and/or on a NVTA route, and any additional vehicles beyond the permitted number for any service must be approved by NVTA in writing prior to their use.
- The use of any NVTA Vine Transit service vehicles and equipment on other properties is strictly prohibited.

### **10.4.2 Maintenance History and Record Retention**

The PROPOSER is responsible for maintaining proper records and maintenance on the vehicles and their sub-components as per applicable warranty requirements. The PROPOSER will work with NVTA in assuring all requirements are met, and that paperwork for warranty repairs are processed on a timely basis. Additionally, PROPOSER shall be responsible for ensuring that employees are

properly trained to perform warranty work as required by NVTa. Any warranty reimbursements from vendors shall go to NVTa.

#### **10.4.3 Maintenance Personnel Uniforms**

Maintenance personnel shall wear NVTa-approved uniform shirts and pants while on duty. The PROPOSER is responsible for ensuring that maintenance personnel have the proper work clothes, shoes, goggles, safety glasses, etc. to assure the safety and professionalism of its employees. Attire shall be clean and neat. The NVTa and/or Vine Transit logo shall be displayed prominently on the uniform. PROPOSER logos are allowed on the uniform. However, PROPOSER logo shall be displayed secondarily to NVTa/Vine Transit logos in respect to size and area. PROPOSER logo placement shall be approved by NVTa.

#### **10.5 Training, Testing**

All training shall be administered by a qualified trainer. Trainers shall meet the following minimum requirements:

- Must have at least three (3) years of experience as an instructor.
- Must possess a valid Class A or B California License, current Medical Form DL51 with a passenger endorsement, and VTT.
- All new trainers must be observed instructing and be approved by NVTa before being used as an instructor.

##### **10.5.1 Initial Operator Training**

Initial Operator training shall include “Verified Transit Training” (VTT) with a minimum of sixty (60) hours of classroom, which includes the following topics:

- Pre-trip inspection.
- Map reading.
- Schedule reading.
- Farebox, including logging on procedures, fares, transfers, passes, etc.
- Clipper system.
- Recording NTD information including Bus Number, Route, Run, Trip, Service and Revenue Odometer Readings. Recording any NVTa reporting requirements.
- On-time performance procedures.
- Detour sheets.
- Bike rack usage.
- Emergency accident and incident procedures and reports.
- Defensive driving.
- Layover and relief procedures.
- Passenger relations, including dealing with the problem passengers.

- Specialized elderly and disabled instruction, including ADA regulations, wheelchair lift procedures and sensitivity training.
- Blood borne Pathogens Exposure Control Plan.

A minimum of twenty (20) hours of individual behind-the-wheel initial training shall also be provided by a qualified trainer. Individual behind-the-wheel instruction is defined as the number of hours that the student is behind-the-wheel with a trainer instructing one-on-one.

#### **10.5.2 Refresher Operator Training**

On an annual basis, PROPOSER shall conduct an eight (8) hour refresher training course for its operators as required by the DMV in order to maintain VTT. This refresher course will include farebox and onboard technology retraining.

#### **10.5.3 Special Retraining**

PROPOSER shall provide special retraining for operators who have been involved in a preventable accident, who fail to follow proper procedures, who have become lost on route, or who fail to use equipment correctly. Special retraining shall be made available for operators who may require it due to a change in bid selection or extended leave of absence. Operators who fail to maintain an unclassified revenue rate of less than 7% shall be retrained on the farebox operations. Operators who are unable or unwilling to maintain an unclassified revenue rate of less than 8% for three consecutive months following the retraining will be replaced.

#### **10.5.4 Employee Performance**

PROPOSER shall be solely responsible for performance of its employees and shall take appropriate action to ensure employees perform in a professional acceptable manner. This shall include the regular practice of ride checks and viewing video to monitor operator performance. Upon written demand of NVTa, the PROPOSER shall immediately remove ANY employees whom NVTa considers unsuitable for such work from activities associated with this Contract. Removed employees must be replaced within 24 hours.

### **10.6 Utilities**

- Internet Access/Broadband Service (except on buses)
- At the current facility:
  - NVTa shall pay for the following utilities directly and charge back the costs to the PROPOSER:
    - Waste Disposal
    - Telephone Lines
    - Water Services
- At the new Maintenance Facility, additional utilities that the PROPOSER will be responsible for include:

- PG&E
- HOA Water (Recycled, to be added to chargeback structure)
- Hazardous Materials Disposal
- AT&T Phone Service
- Broadband Internet Services
- Cable TV
- Telephone Equipment

See Tables 4-6 in Section 7.2 Future Maintenance Facility for cost estimates based on current design and estimated usage. Actual costs may vary once in operation.

## **10.7 Dispatch**

The PROPOSER shall have a Dispatcher on duty during all revenue service hours. At a minimum, PROPOSER shall have three (3) Dispatchers for every shift or as many as are required to perform all necessary functions at a level of performance acceptable to NVTA. Dispatchers are responsible for PROPOSER coordination and communication with the operators and customers.

### **10.7.1 Runcutting**

NVTA seeks to partner cooperatively with the PROPOSER in all phases of the ongoing development of practicable high-quality routes and schedules. NVTA will take the lead role in route and schedule planning, and vehicle blocking, with assistance and support from the PROPOSER. PROPOSER shall complete all runcutting for NVTA via one of the following or another approved program which is compatible with NVTA's AVL system: Schedule Masters (TMS), Trapeze FX, Schedule 21, and HASTUS.

Run cuts will reflect actual availability of vehicles in the fleet and operators on staff. Run cuts will be subject to NVTA review and revisions. NVTA will provide a Trapeze PASS or similar dispatching system for use by the PROPOSER in operating ADA complementary paratransit services. On Demand services are scheduled and dispatched through TapRide.

### **10.7.2 Dispatch Log**

The dispatchers will be required to keep a daily dispatch logs for each service mode, which shall include, but not be limited to:

- Bus assignment.
- Operator assignment.
- Pull-out and pull-in.
- Late and missed trips.
- Road calls.



- All other incidents or dispatch calls that vary from normal or expected system operation.
- Accidents and serious incidents will be immediately reported to NVTA staff.
- Dispatch logs shall be submitted to NVTA daily on following business day.

#### **10.8 Ticket Office**

PROPOSER is responsible for sufficient staffing at the ticket counters at the Soscot Gateway Transit Center, located at 625 Burnell Street, Napa, CA 94559, between the hours of 7:30 AM and 5:30 PM on Monday through Friday, and 10:00AM to 2:00 PM on Saturday. The Transit Center ticket office is closed on Sunday. PROPOSER will be responsible for the sales of NVTA media, Clipper© regional media, and E-locker cards. PROPOSER will be responsible for securing and accounting of the cash and point of sales transactions that take place in the ticket office.

#### **10.9 Customer Service**

PROPOSER shall staff telephone lines dedicated to service requests with an understanding of policies and procedures associated with NVTA transit services. Dispatchers must be able to communicate service-related information effectively. Bilingual English/Spanish personnel shall be available during all hours of operation. PROPOSER shall add Customer Service personnel or require re-training, if NVTA determines that an unacceptable pattern or practice is established of service request callers being placed on “hold,” because insufficient personnel is available to answer telephones or handle Customer Service duties. The minimum staffing level for customer service representative positions is three (3) positions.

PROPOSER employees shall treat all passengers in a courteous and respectful manner consistent with good business practices. If NVTA determines that a pattern of indefensible customer service relations complaints is established, PROPOSER shall upgrade its customer relations training program to NVTA’s satisfaction and retrain its personnel as necessary to reduce complaints.

Additionally, PROPOSER shall provide, for NVTA comment and approval, customer service standards that PROPOSER expects their employees to uphold while on duty and when providing customer service. PROPOSER shall further describe how employees will be trained and held to these standards during the course of employment.

#### **10.10 Comments and Complaints**

Comments and complaints are critical for maintaining service standards and good relationships with jurisdiction partners and members of the public. It is in the best interest of both parties under this Contract to minimize complaints regarding

transportation services. Comments and Complaints are to be received in many forms including but not limited to: phone call, in-person, electronic messaging, etc. NVTa and the PROPOSER also receive comments and complaints from the Happy Fox platform. All customer comment calls shall be logged by PROPOSER and resolved in a timely manner. The comment log shall be submitted to NVTa as part of the invoice submittal package.

- **Definition of a Complaint.** A complaint is defined as any written or verbal communication provided to PROPOSER, which adversely reflects on NVTa's operation of services as provided by the PROPOSER, or which relates to any incident involving a PROPOSER-operated vehicle and/or operator. Complaints received by telephone, written correspondence, e-mail, fax, etc. will be logged by PROPOSER and submitted to NVTa as part of the invoice submittal package.

- **Investigation and Response to Comments and Complaints** Every complaint, concern, suggestion, or commendation concerning personnel and service provided to or received by PROPOSER must be investigated and a response developed. Any complaints that concern bus safety issues, driver behavior, including rudeness, discourtesy, etc., that may result in disciplinary action must be thoroughly investigated with appropriate action taken and documented. All complaints must be investigated and responded to within 72 hours of receipt to avoid deductions. Any complaints, suggestions, or commendations received by NVTa will be immediately forwarded to the PROPOSER.

In many cases comments and complaints are presented to NVTa staff regarding transit operations. Often times these complaints and comments warrant further investigation. PROPOSER shall, at the request of NVTa, conduct a formal investigation into an incident directly reported to NVTa staff. The request for an investigation shall be prompted by NVTa staff via email. When appropriate camera systems on the vehicle will be utilized by the PROPOSER to substantiate or invalidate complaints, drivers shall also be interviewed. Video and a written summary of the investigation by the PROPOSER must be submitted to NVTa staff no more than three (3) days after the initial request if it is necessary more time must be requested by the PROPOSER if deductions are to be avoided. In the case that the patron complaining wishes to have a follow up conversation NVTa has sole discretion as to if the PROPOSER or NVTa will contact the patron making the complaint.

#### 10.11 Number of Administrative Staff

The Multi-Year Staffing Plan template includes the minimum number of administrative staff (non-transit operators) required in this RFP. Please refer to section 2.9.2 and reflect these positions with complete requested information in

Attachment C. Similar data will be requested as part of the monthly invoice package.

#### **10.12 Federal/State Compliance and Reporting**

PROPOSER shall be present and responsive at audits or Federal Triennial Reviews or FTA Drug and Alcohol Compliance Auditing Program or as requested by NVTA for reporting on ADA policies, practices, or activities performed by PROPOSERS staff. PROPOSER shall also be readily available at a moment's notice for such events. Additionally, PROPOSER shall provide any reports requested by NVTA for such events for purposes of responding to or closing-out any issues or findings.

##### **10.12.1 Federal Reporting**

NVTA requires specific data to meet federal reporting requirements. Data shall be provided by the PROPOSER to NVTA on a scheduled and as needed basis. Operational data will be primarily be used to meet National Transit Database (NTD) reporting requirements. The NTD requires reports to be submitted on a monthly and annual basis.

The format in which this data is presented shall be determined by NVTA and provided to PROPOSER upon award of the contract. The data required for monthly reporting shall be provided to NVTA no later than seven days after the end of the month. Data required for annual reporting shall be provided to NVTA no later than 14 days after the end of the fiscal year. The NTD separates NVTA's fixed route service into two sub categories, Motor Bus Purchased Transportation (MB/PT) and Commuter Bus Purchased Transportation (CB/PT) and its on demand service is categorized as Demand Response Purchased Transportation (DR/PT). Data required for monthly reporting for these three modes should be reported separately and shall include the following:

- Scheduled Revenue Hours
- Revenue Hours
- Scheduled Revenue Miles
- Revenue Miles
- Total Passengers
- Max number of vehicles in service per day of the week

Data required for annual reporting will consist of the items listed above required for monthly reporting however will not be required to be provided by the PROPOSER a second time when the annual data items are due. The following items shall be provided to NVTA at the end of the fiscal year:

- Odometer reading on July 1 of reporting year.
- Odometer reading on June 30 of reporting year.
- Fuel consumed between July 1 and June 30 of reporting year.

- Major mechanical failures (defined as a time where a mechanical failure did not allow a vehicle to complete its scheduled trip).
- All other mechanical failures (defined as any mechanical failure that falls outside of the above definition).

PROPOSER shall submit monthly and annual reports on the information collected in complying with the FTA Alcohol and Drug Testing regulations. A copy shall be submitted to NVTa as part of the monthly reporting and invoicing package. PROPOSER shall comply with all applicable Federal and State laws and requirements including but not limited to the FTA Drug and Alcohol Testing Programs. The PROPOSER shall be required to furnish a Drug Screening Program. PROPOSER shall pay for all drug screens for PROPOSERS operators.

PROPOSER shall submit reports on the information collected in complying with the Safety and Security regulations. A copy shall be submitted to NVTa as part of the monthly reporting and invoicing package.

NVTa requires specific data from the PROPOSER to meet federal reporting requirements, specifically the National Transit Database (NTD), as well as for planning purposes. The following sections break out those requirements.

PROPOSER shall be required to submit any reports (i.e. Disadvantaged Business Enterprise (DBE) reports) as required by the Federal Transit Administration (FTA), including reports related to subPROPOSERS and work performed by them, to ensure 1) continued eligibility for federal funding and 2) the ability to finance operations and preventive maintenance efforts with such funding.

#### **10.12.2 State Reporting**

- Equal Opportunity Employer: Proposers shall not discriminate based on race, color, religion, national origin, ancestry, sex, physical disability or other protected class.
- Employee Protection: Proposers that declare that they, as the successful PROPOSER, will agree to retain qualified, non-management employees of the current PROPOSER or subPROPOSER(s) for a period of at least 90 days, in accordance with California Labor Code section 1072.

#### **10.13 General Reporting**

NVTa reserves the right to reject any reports that do not meet requirements. NVTa may at its discretion remove or add a report(s) from the requirements, or refine report requirements as needed to monitor the maintenance cost and condition of the PROPOSER operated fleet. PROPOSER shall ensure that employees are computer fluent to a level that any reports required by NVTa can be completed and submitted in a timely manner.

#### 10.13.1 Daily Reporting

The PROPOSER will report all vehicular collision, accidents, and incidents involving any NVTA-owned transit or paratransit vehicle immediately to NVTA, including passenger falls. In addition, PROPOSER will notify NVTA's Manager of Public Transit in writing of the accident/incident within 24 hours of its occurrence report passenger complaints related to safety or serious operational deficiencies immediately. PROPOSER will investigate all accidents and grade as to whether the event was preventable or not using industry standards. Failure to report such accidents/incidents in the manner and within the time frames specified herein will subject the PROPOSER to the assessments.

PROPOSER shall provide daily reports to the NVTA Transit Manager or designee reporting the following in a manner dictated by NVTA: 1) missed trips; 2) Any Supplemental Service/Trippers dispatched beyond the scheduled service to address on-time performance or load issues; 3) revenue miles and hours, deadhead miles and hours, and routes served by supplemental/ tripper service; 4) road calls and reason, and; 5) bus swaps and reason.

#### 10.13.2 Monthly Reporting

Monthly reporting should include, but is not limited to the following items:

- Revenue hours and miles for each route or service operated.
- Miles between Road Calls, previous fiscal year to current fiscal year.
- Road Calls by Category, cumulative year-to-date.
- Monthly mileage by fleet type i.e.: fixed route; on-call; Paratransit and Fixed Route fleets (total miles traveled, fuel quantity and miles per gallon for each vehicle).
- On-time performance.
- Work Order Summary Detail data, including work order number, date finished, task description, labor hours, and parts costs labor cost and total cost
- Monthly Cost per Mile data, parts, labor, miles, and total cost per mile by fleet/vehicle number.
- Summary of any warranty work, including but not limited to vehicle number, details of the warranty claim, amount paid or rejected under the warranty.
- Preventive Maintenance Inspections (PMI) completed by vehicle number. The report will indicate: Vehicle Number, Current Mileage, Last PM Mileage, Next PM Due Date, Next PM Type, Current Mileage (miles over/under PM requirement).
- Shelters cleaned or repaired, signs replaced or repaired, including dates and times. Cleaning schedule of the Transit Center.
- NVTA will complete a third-party oversight inspection monthly with review of the state of the facility.
- **Monthly PROPOSER Employee Staffing Report:**

Unless otherwise waived, PROPOSER shall submit a “Monthly PROPOSER Employee Staffing Report” with its monthly invoice, due by the 10th calendar day of each month, that must report any position vacancies, turnover rate since the start of the current fiscal year, number of regular hours performed by non-salaried staff (by position category), number of overtime hours performed by non-salaried staff (by position category), and monthly salaries and benefits paid (by position category). This report shall further include the names of each employee, seniority with the PROPOSER’s organization and seniority under the NVTa contract with PROPOSER, if different, and individual status as a part-time, temporary or full-time employee. PROPOSER shall provide additional staffing details as required by NVTa.

#### **10.13.3 Quarterly and Other Reporting Requirements**

- PROPOSER shall also provide fleet status and other data reporting as required for Federal Transit Administration (FTA) funding.
- Additionally, PROPOSER shall be required to submit any reports (i.e. Disadvantaged Business Enterprise (DBE) reports) as required by the Federal Transit Administration (FTA), including reports related to subPROPOSERs, to ensure 1) continued eligibility for federal funding and 2) the ability to finance operations and preventive maintenance efforts with such funding.
- Unless otherwise waived, PROPOSER shall submit a “Monthly PROPOSER Staffing Report” of filled and vacant positions with its monthly invoice, due by the 10<sup>th</sup> calendar day of each month, that must report any position vacancies of 60 days or more, turnover rate since the start of the current fiscal year, number of regular hours performed by non-salaried staff (by position category), number of overtime hours performed by non-salaried staff (by position category), and monthly salaries and benefits paid (by position category).

If after 60 days PROPOSER should fail to fill NVTa shall be entitled to full compensation for salaries and benefits allocated for that position on a pro-rated basis, until such time that the position is filled. If PROPOSER has an employee from a different position to work in another position (i.e. road supervisor is a bus operator temporarily), the PROPOSER will only receive compensation for the services performed.

This report shall further include the names of each employee, seniority with the PROPOSER’s organization and seniority under the NVTa contract with PROPOSER, if different, and individual status as a part-time, temporary or full-time employee. PROPOSER shall provide additional staffing details as required by NVTa.

- PROPOSER shall submit a report and supporting documentation for actual maintenance expenses to include, but not be exclusive of vendor invoices, proof of vendor payment(s) of maintenance expenses, applicable payroll records, applicable pay stubs, parts costs, lubricants/fluids, etc. This report and supporting documentation (full report package) shall be submitted with the monthly invoice, due on the 10<sup>th</sup> day of each calendar month. This information is necessary for financing maintenance costs with federal funding.
- PROPOSER shall be present and responsive at audits or Federal Triennial Reviews as requested by NVTA for reporting on ADA policies, practices, or activities performed by PROPOSERS staff. PROPOSER shall also be readily available at a moment's notice for such events. Additionally, PROPOSER shall provide any reports requested by NVTA for such events for purposes of responding to or closing-out any issues or findings.
- Any and all data collected, and any work produced by PROPOSER, for and on behalf of NVTA, during course of contract period, shall be the property of NVTA. NVTA reserves the right to request this data or work from PROPOSER, as well as dictate the form in which PROPOSER shall provide the data or work.
- NVTA will complete an inspection of all work orders and preventative maintenance files to ensure completeness and follow up on maintenance issues.

#### **10.14 Biannual Fleet Reporting**

The PROPOSER shall submit an annual Fleet Report based on the preceding calendar year for all vehicles used in providing Transportation services. The report shall be submitted biannually for December 31<sup>st</sup> by January 8th and for June 30th by July 8th to NVTA and shall include, but not be limited to the following data for EACH fleet vehicle in service (including assigned spares):

- Vehicle ID Number
- Vehicle License Number
- Vehicle Manufacturer
- Vehicle Model Year
- Engine Family Name
- Engine Make/Model
- Engine Year
- Fuel Type
- Name, Make and Model of Retrofit Device on Vehicle (if applicable)
- Gross Vehicle Weight
- Maximum Passenger Capacity
- Annual Vehicle Mileage

- Total Vehicle Mileage
- Vehicle Condition Rating

#### **10.15 Paratransit Specific Reporting**

In addition to the basic operational data required by the NTD for paratransit services, the PROPOSER shall provide the following information:

- Total booked paratransit trips.
- Total cancellations (defined as a trip that is booked then cancelled by the potential passenger any time before the trip is to be completed).
- Total no-shows.
- Total attendant trips.
- Total lift assisted trips.
- On-time performance.

#### **10.16 Access to Records and Facility**

PROPOSER shall permit authorized representatives of NVTA to examine all data and records related to Transportation Services on request. PROPOSER will maintain all reports and records pertaining to Transportation Services and will make them available for review or inspection by NVTA for a period of three (3) years from the Termination Date. Vehicle maintenance records shall be kept in accordance with Federal Regulations.

Any and all data collected, and any work produced by PROPOSER, for and on behalf of NVTA, during course of contract period, shall be the property of NVTA. NVTA reserves the right to request this data or work from PROPOSER, as well as dictate the form in which PROPOSER shall provide the data or work.

#### **10.17 Reporting, Performance Measures, Metrics, and Incentives and Deductions**

##### **10.17.1 Service Reliability**

PROPOSER shall provide timely and reliable transit services. This includes maintaining trip completion levels and on-time performance operating levels within the specified arrival and departure times as established by NVTA's performance objectives. On-time performance will be closely monitored by NVTA and will be computed on a monthly basis by the PROPOSER. NVTA shall not be obligated to pay PROPOSER for missed trips. Deductions may be assessed by NVTA for trips missed and other areas of non-performance in accordance with the provisions included in this document. Any additional service, beyond scheduled, must be preapproved by the Agency.

##### **10.17.2 Disadvantage Business Enterprise Goal**

This RFP and eventual contract is subject to the requirements of Title 49, Code of



Federal Regulations, Part 26, and *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. NVT A establishes a separate DBE for every contract. A separate contract goal has been established for this procurement of **1%** of yearly contract amount.

Proposer will provide a monthly report, as part of the invoice package, listing DBE's used during the month and amount paid. A deduction per month may be assessed if after two quarters, the PROPOSER does not meet its DBE goal. The PROPOSER must provide a letter of explanation to NVT A and a corrective action plan to achieve the DBE goal within the contract year.

### 10.17.3 Incentives & Deductions

**Incentives** NVTA wishes to receive the highest level of service from its PROPOSER. To ensure this as well as encourage innovation in the deployment of services NVTA will offer performance bonuses for achieving or exceeding specific metrics in the deployment of transit services.

*Table 7: INCENTIVES MATRIX*

DEFINITION OF INCENTIVE	RATE	#OCCURRENCES	DATA_SOURCE
An incentive per month for each month in which a customer submits a <b>comment about the cleanliness of the vehicles</b> . Not to exceed \$2,000 a month.	\$100	0	Happy Fox January Kudos, Compliments
An incentive for each CHP inspection in which a CHP officer <b>fails to identify a single defect</b> . Maximum of one payment per Biannual inspection.	\$500	0	As needed basis
An incentive per month where productivity for <b>ADA paratransit exceeds 2.6 passengers per revenue hour</b> in a single month.	\$1,000	0	January Demand Response Hrs, Miles, Pax report
An incentive per month where productivity for <b>ADA paratransit exceeds 2.95 passengers per revenue hour</b> in a single month.	\$3,000	0	January Demand Response Hrs, Miles, Pax report
An incentive for each month in which the <b>unclassified revenue falls below 3%</b> .	\$1,000	0	pending
An incentive for each month in the NVTA validates that the <b>on-time performance</b> of each individual fixed route in the NVTA system has an overall, <b>monthly percentage of 97%</b> or higher.	\$1,000	0	Jan20 On-Time Performance Report
An incentive for each month in which the PROPOSER and/or NVTA receive <b>zero customer complaints</b> .	\$500	0	Happy Fox January Complaints

### **Deductions**

Due to the nature of the services to be rendered, the PROPOSER and NVTa agree that it is extremely difficult to ascertain actual damages/deductions that may result from failure on the part of the PROPOSER to perform any of its contractual obligations. Therefore, the PROPOSER liability shall be limited to and fixed at the sums stated in this Section, as deductions. Deductions shall be assessed daily as they are identified. The assessed deductions shall be sent to the PROPOSER for response. Once the response is received, a determination on chargeability is made by NVTa's Executive Director. All assessed deductions that are not responded to by the PROPOSER within 30 days will automatically be charged to the PROPOSER. The decision by NVTa is final with respect to any assessment of deductions. NVTa's Executive Director may rely on information supplied by the PROPOSER, by the public, by staff, or by any other means available in determining assessment of deductions. See definitions for "Deductions" below.

*Table 8: DEDUCTIONS MATRIX*

DEFINITION OF DEDUCTIONS	RATE	#OCCURRENCES	DATA_SOURCE
A deduction per month if the PROPOSER fails to maintain an <b>unclassified revenue rate below 10%</b>	\$500	0	pending
A deduction per occurrence basis when a <b>driver fails to login or logs in improperly to the GFI, Avail, or Clipper systems</b> before beginning their piece of work.	\$100	1	January Daily Dispatch Logs
A deduction per <b>one-way missed trip</b> for all services under this contract.	\$500	12	January Daily Dispatch Logs
A deduction per <b>verified occurrence of a driver passing up a passenger</b> at a designated stop.	\$500	0	January Daily Dispatch Logs
A deduction per month if the PROPOSER, and/or NVTa receive <b>five (5) or more customer complaints per month</b> the complaints are found to be valid and preventable by the PROPOSER as deemed by NVTa.	\$500	0	Happy Fox
A deduction per occurrence if PROPOSER <b>fails to submit a report</b> as required by NVTa.	\$500	0	As needed basis
A deduction per observation or valid report of a contingency vehicle, an <b>unpermitted vehicle type, or an excessive number of vehicles being used</b> in service without prior written approval by NVTa.	\$250	0	As needed basis

DEFINITION OF DEDUCTIONS	RATE	#OCCURRENCES	DATA_SOURCE
A deduction per occurrence where an operator <b>fails to properly secure a passenger in a mobility device</b> , including, but not exclusive of wheelchairs, prior to being transported on a vehicle.	\$750	0	Daily Dispatch Logs
A deduction per month after two quarters where the PROPOSER does not meet its DBE goal	\$500	1	DBE reports
A deduction for every occurrence if the PROPOSER that it takes <b>longer than 72 hours (excluding weekend hours) to make contact with a passenger</b> who has lodged a complaint.	\$500	0	Happy Fox
A deduction will be assessed for each occurrence that a <b>customer is kept on hold in excess of the average wait time of a revolving 30-day period</b> when dispatch and customer service centers are fully staffed.	\$250	0	Happy Fox
A deduction will be assessed per occurrence per day for each time a <b>wheelchair lift is not cycled during a driver's pre-trip inspection and then fails in the field.</b>	\$500	2	Daily Dispatch Logs
A deduction per day for each incident where the exterior and/or interior of the <b>bus are not clean</b> as observed by NVTa staff.	\$500	0	Happy Fox
A deduction per occurrence for <b>failure of heating or air conditioning system</b> to function properly in <b>revenue service and a complaint is received</b> as a result of the incident.	\$500	0	Happy Fox
A deduction per occurrence, per day, per bus for <b>failure to follow the preventive maintenance program</b> of NVTa and as mandated by the Federal Transit Administration (FTA). Failure shall be defined as when the bus is in need of the next scheduled maintenance procedure, yet the bus is in revenue service and the odometer indicates that the bus has gone beyond 10% of the scheduled interval. Adherence to the preventive maintenance program is to be reported in the monthly report.	\$500	0	Annual NTD Report
A deduction <b>per finding</b> during a Federal Transit Administration (FTA) Triennial Review that the PROPOSER is responsible for.	\$200	0	FTA Triennial Review PDF

DEFINITION OF DEDUCTIONS	RATE	#OCCURRENCES	DATA_SOURCE
A deduction at the rate of Five Thousand Dollars (\$5,000) if the PROPOSER <b>fails to pass a California Highway Patrol (CHP) inspection</b> . If the PROPOSER fails the subsequent CHP inspection (i.e. fails two inspections in a row), a deduction may be assessed at the rate of Ten Thousand Dollars (\$10,000). If the PROPOSER fails another subsequent CHP inspection, which would be the third failure in a row, a deduction may be assessed at the rate of Twenty Thousand Dollars (\$20,000) and may result in termination of the contract.	\$5,000 - \$20,000	0	As needed basis
A deduction per day for each incident where the exterior and/or interior of the <b>Transit Center are not clean</b> .	\$200	0	Happy Fox
A deduction per day for each incident where a <b>damaged bus stop sign or bus shelter is not repaired or replaced within five days</b> of notification.	\$250	0	Happy Fox
A deduction per day for each incident where the <b>bus stop or bus shelters are not cleaned on a regular basis</b> .	\$100	1	Happy Fox
A deduction per day for each incident where the PROPOSER <b>misses a scheduled trip for ADA paratransit</b> .	\$500	0	Daily Dispatch Logs
A deduction per occurrence where PROPOSER <b>fails to pick up a passenger within the 30 minutes</b> allowed for the Calistoga Shuttle.	\$100	7	Daily Dispatch Logs
A deduction per month for each month where productivity for <b>ADA paratransit falls below 2 passengers per revenue hour</b> in a single month.	\$500	1	Demand Response Hrs, Miles, Pax report
A deduction per each unfounded <b>denial of service to a paratransit</b> registrant by the PROPOSER.	\$500	0	Happy Fox specific complaint
A deduction per each occurrence of a <b>driver leaving before the five (5) minute wait period has expired</b> for scheduled ADA paratransit pick-ups.	\$100	0	Happy Fox specific complaint
A deduction per each occurrence of a reservationist <b>not entering or improperly entering a reservation for an ADA paratransit trip three (3) or more times in a single month</b> that leads to a registrant missing their trip or being excessively late.	\$150	0	Happy Fox specific complaint

#### **10.18 Committee and Management Meetings**

PROPOSER's management staff shall be required to attend all Paratransit Coordinating Committee meetings. There will be times when the services operated by the PROPOSER are the topic of discussion at public meetings (e.g. Citizen Advisory Committee (CAC), Paratransit Coordinating Council (PCC), NVTA Board Meetings, etc.) PROPOSER management staff shall be required to attend such meetings. Whenever possible, NVTA will notify the PROPOSER in advance of particular concerns that might be raised. Should comments be directed to PROPOSER operational issues, the PROPOSER shall submit to NVTA within seven (7) days a plan to address the issues discussed.

#### **10.19 Transit Workers Focus Group**

PROPOSER shall allow NVTA to coordinate an internal committee of PROPOSER'S non-management employees to identify internal service issues, public-facing service issues, and engage with non-management employees. This committee will be made up of five (5) random PROPOSER's non-management staff with a mix of job classifications. Key NVTA staff who will coordinate the meetings be present are: Executive Director, Transit Services Manager, and other designated NVTA employees.

#### **10.20 Technology**

The PROPOSER will support innovative efforts and investments, such as technology not already owned and operated by NVTA and innovative dispatching methods which can enhance the quality and level of service for citizens, businesses, and visitors of Napa County, while focusing on maximizing ridership, coverage, and efficiencies.

The PROPOSER is responsible for using, maintaining, and troubleshooting equipment and software provided by NVTA. Wherever NVTA directly contracts with a third party to provide and maintain equipment, the PROPOSER will be responsible for facilitating and monitoring on board maintenance and installation of equipment. The PROPOSER will be a strong partner with NVTA in exploring future technology and systems for use by the system.

NVTA revenue vehicles contain onboard equipment including:

- Genfare Fareboxes
- Urban Transit Associates Automatic Passenger Counter (APC) system from Urban Transportation Associates
- Computer-Aided Dispatch / Automatic Vehicle Location (CAD AVL) system from Avail Technologies including onboard Mobile Data Terminals (MDT) and In-Vehicle Units (IVU), including WiFi.
- Lytx Onboard Camera System

- Clipper Card readers

NVTA provides a variety of software that the PROPOSER is responsible for using for planning and operations. NVTA will be responsible for service planning using Remix or similar software. PROPOSER will be ultimately responsible for preparing the final runcut using HASTUS or similar software which is approved by NVTA and compatible with NVTA's CAD/AVL system. NVTA reserves the right to comment and adjust runcuts as necessary.

NVTA will provide the following software that the PROPOSER will be responsible for using, including:

- Avail Technologies Computer-Aided Dispatch / Automatic Vehicle Location (CAD AVL) system –or similar – for use in dispatching, monitoring on time performance, and communications.
- Happy Fox – or similar – Customer Relations Database for tracking all customer service comments and complaints received by PROPOSER
- Doublemap TapRide – RidetheVine app Cloud-based software for dispatching and monitoring On Demand services

#### **10.21 CHP Inspections**

PROPOSER will facilitate annual CHP inspections of the maintenance facility, transit fleet, and any other vehicles or facilities, as required. PROPOSER will be responsible for maintaining proper records, preparing for periodic audits, and notifying NVTA of any inspections in advance when scheduled. PROPOSER will provide a written plan to NVTA, specifying how any findings will be resolved in a timely manner.

#### **10.22 Other**

##### **10.22.1 Schedule Production**

NVTA will print and provide schedules for routes served by PROPOSER. NVTA updates schedules at a minimum of three times per year, which will be provided in advance of a schedule change. PROPOSER will be responsible for delivering schedules at key locations on designated routes. PROPOSER will also be responsible for placing updated schedules in vehicles on the appropriate routes at least two (2) days prior to the changes going into effect. PROPOSER shall dispose of all outdated schedules. PROPOSER shall maintain an inventory of current schedules, and inform NVTA when there is a need for additional schedules four weeks prior to depletion of their supply.

##### **10.22.2 Identification Badges**

PROPOSER must produce and keep track of its employee badges. PROPOSER employees must wear badges while they are working.

**10.22.3 Other On-Board Distribution/Collection of Information**

NVTA will periodically require that the driver distribute and/or collect information to/from passengers. In most instances, this will be service-related materials regarding detours, proposed route changes, or passenger surveys. NVTA will provide specific instruction with the materials to be distributed and/or collected.

**10.22.4 Regional Transit Discount Card**

PROPOSER may also be required to mail applications (and provide them at customer service windows) for the Regional Transit Discount Card (RTDC). More information on the RTDC may be found here:

<http://transit.511.org/disabled/rtdc.aspx>. NVTA may also require PROPOSER to assist patrons with completing this application at the customer service counters at the Soscot Gateway Transit Center, 625 Burnell Street, Napa, CA 94559, as well as take any required pictures for completing the application.

**10.22.5 Lost and Found**

PROPOSER shall tag lost articles with the day, route number, description of the article, and driver's name. Articles claimed shall be delivered to NVTA's Transit Center at 625 Burnell Street, Napa, CA 94559, by 11:00 AM (Local Time), Monday through Friday for articles lost on the previous day. PROPOSER shall maintain the items found for a period of 30 days prior to discarding found items.

**10.22.6 Emergency Contact**

PROPOSER shall provide a list of 24-hour emergency numbers and a contact(s) to be used by NVTA for responding to emergency situations as necessary.

**10.22.7 Media Contact**

News media inquiries regarding bus service shall be forwarded to NVTA for handling and replies. PROPOSER shall, however, designate an individual who is authorized to speak on behalf of the PROPOSER should such a resource or reference be needed, as determined by NVTA.



## 11 Federal Clauses

### 11.1 Disadvantaged Business Enterprise (DBE)

This RFP and eventual contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. NVTa establishes a separate DBE for every contract. A separate contract goal has been established for this procurement of 1% of yearly contract amount. NVTa's established overall DBE Goal is 2.8%.

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

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

PROPOSER will be required to pay its subPROPOSERS performing work related to this RFP for satisfactory performance of that work no later than 30 days after PROPOSERS receipt of payment for that work from NVTa. In addition, PROPOSER is required to return any retainage payments to those subPROPOSERS within 30 days after incremental acceptance of the subPROPOSER's work by NVTa and PROPOSERS receipt of the partial retainage payment related to the subPROPOSER's work.

PROPOSER must promptly notify NVTa, whenever a listed subPROPOSER performing work related to this contract is terminated or fails to complete its work. PROPOSER may not terminate any listed subPROPOSER and perform that work through its own forces or those of an affiliate without prior written consent of NVTa.

### 11.2 Non-Discrimination Assurance – Title VI Civil Rights Act

The PROPOSER shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The PROPOSER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts.

Further, the PROPOSER agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000d *et seq.*, and with U.S. DOT

regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The PROPOSER shall obtain the same assurances from its joint venture partners, subPROPOSERs, and sub-consultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the PROPOSER to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as NVTa deems appropriate.

### **11.3 Equal Employment Opportunity (EEO)**

In connection with the performance of this Agreement the PROPOSER shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State, and local laws. The PROPOSER shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. PROPOSER further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

### **11.4 Other Federal Compliance Requirements (Federal Clauses) – Federal Changes**

PROPOSER shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NVTa and FTA, and those attached as Appendix I - Federal Clauses. Key clauses are discussed in the following subsections.

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

NVTa and PROPOSER 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 NVTa, PROPOSER, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (49 USC Sec 11)

The PROPOSER 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 subPROPOSER who

will be subject to its provisions.

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

PROPOSER 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 CFR. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the PROPOSER 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, PROPOSER 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 PROPOSER to the extent the Federal Government deems appropriate.

PROPOSER 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 PROPOSER, to the extent the Federal Government deems appropriate.

PROPOSER 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 subPROPOSER who will be subject to the provisions.

#### **11.4.3 Suspension and Debarment**

This RFP and eventual contract is a covered transaction for purposes of 49 CFR Part 29. As such, PROPOSER is required to verify that none of the PROPOSERS, 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.

PROPOSER 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, PROPOSER certifies as follows:

"The certification in this clause is a material representation of fact relied upon by NVT. If it is later determined that PROPOSER knowingly rendered an erroneous certification, in addition to remedies available to NVT, the Federal Government may pursue available remedies, including but not limited to suspension and/or

debarment. The 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 PROPOSER further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

#### **11.4.4 Charter Service Operations**

PROPOSER/ successful PROPOSER agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

#### **11.4.5 School Bus Operations**

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

#### **11.4.6 Federal Privacy Act Requirements**

The following requirements apply to the PROPOSER/ successful PROPOSER and its employees that administer any system of records on behalf of the Federal Government under any contract:

The PROPOSER agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, PROPOSER agrees to obtain the express consent of the Federal Government before PROPOSER or its employees operate a system of records on behalf of the Federal Government. PROPOSER understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. PROPOSER also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **11.4.7 Recovered Materials**

PROPOSER agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and

Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### 11.4.8 Safe Operation of Motor Vehicles

PROPOSER agrees as follows:

a. **Seat Belt Use:**

In accordance with the provisions of Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, PROPOSER is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles.

b. **Distracted Driving, Including Text Messaging While Driving:**

In accordance with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, PROPOSER is encouraged to comply with the terms of the following Special Provision:

c. **Definitions.** As used in this section Provision:

- i. “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. “Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- ii. “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

d. **Safety.** PROPOSER is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:

- i. PROPOSER-owned or PROPOSER-rented vehicles or Government owned, leased or rented vehicles;
- ii. Privately owned vehicles when on official contract related business or when performing any work for or on behalf of NVTA; or

- iii. Any vehicle, on or off duty, and using an employer supplied electronic device.

#### **11.4.9 Energy Conservation**

PROPOSER 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 (42 USC 6321, 49 CFR 622 Subpart C).

#### **11.4.10 Conflict of Interest**

Conflict of Interest terms will be in force throughout the term of this Agreement. More specifically, the following shall apply:

##### **General**

Depending on the nature of the work performed, a PROPOSER of NVTA may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and California law that govern NVTA's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, PROPOSER and its employees may be required to disclose financial interests.

The PROPOSER warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The PROPOSER further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, PROPOSER may be required to publicly disclose financial interests under NVTA's Conflict of Interest Code. Upon receipt, the PROPOSER agrees to promptly submit a Statement of Economic Interest on the form provided by NVTA.

No person previously in the position of Director, Officer, employee or agent of NVTA during his or her tenure or for one (1) year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the PROPOSER by making any formal or informal appearance, or any oral or written communication, before NVTA, or any Officer or employee of NVTA, for a period of one (1) year after leaving office or employment with NVTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

**Organizational Conflicts of Interest**

PROPOSER shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to NVTa; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

PROPOSER shall not engage the services of any subPROPOSER or independent PROPOSER on any work related to this Agreement if the subPROPOSER or independent PROPOSER, or any employee of the subPROPOSER or independent PROPOSER, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement PROPOSER becomes aware of an organizational conflict of interest in connection with the work performed hereunder, PROPOSER immediately shall provide NVTa with written notice of the facts and circumstances giving rise to this organizational conflict of interest. PROPOSER's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

In the event a conflict is presented, whether disclosed by PROPOSER or discovered by NVTa, NVTa will consider the conflict presented and any alternatives proposed and meet with the PROPOSER to determine an appropriate course of action. NVTa's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, PROPOSER must maintain lists of its employees, and the subPROPOSERS and independent PROPOSERS used and their employees. PROPOSER must provide this information to NVTa upon request. However, submittal of such lists does not relieve the PROPOSER of its obligation to assure that no organizational conflicts of interest exist. PROPOSER shall retain this record for five (5) years after NVTa makes final payment under this Agreement. Such lists may be published as part of future NVTa solicitations.

PROPOSER shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. PROPOSER shall monitor and enforce these policies and shall require any subPROPOSERS and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the PROPOSER to damages incurred by NVTA in addressing organizational conflicts that arise out of work performed by PROPOSER, or to termination of this Agreement for breach.

#### **11.4.11 Ethics in Public Contracting**

Each PROPOSER, by submitting a Proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. By submitting a Proposal, the PROPOSER certifies that its Proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other PROPOSER in connection with the offer; and that it has not conferred on any public employee, public member, or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The PROPOSER further certifies that no relationship exists between itself and the NVTA or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the NVTA.

Prior to the award of any contract, the potential PROPOSER may be required to certify in writing that no relationship exists between the PROPOSER and any NVTA employee, officer, official, or agent that interferes with fair competition or is a conflict of interest with respect to a contract with NVTA.

More than one (1) Proposal from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a PROPOSER has interest in more than one (1) Proposal for the work solicited may result in rejection of all Proposals in which the PROPOSER is believed to have an interest.

#### **11.4.12 Substance Abuse Program**

NVTA adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. Pursuant to these regulations, NVTA requires that PROPOSERs who “stand in the shoes” of NVTA are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. PROPOSER is required to comply fully with all Department of Transportation (“DOT”) and Federal Transit Administration (“FTA”) regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subPROPOSERs performing safety-sensitive functions. The PROPOSER’s policy, testing program and training must comply with these regulations: 49 CFR Part 655, (*“Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations”*) and 49 CFR Part 40, (*“Procedures for Transportation Workplace Drug and Alcohol Testing Procedures”*).



PROPOSER will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for NVTA to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees shall also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The PROPOSER must notify NVTA's Project Manager/Contract Administrator immediately of any violation of the regulations or failure to test. Any employee of the PROPOSER found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

PROPOSER must fully cooperate with NVTA in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that NVTA requires of PROPOSER. PROPOSER further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems ("MIS") reports before March 1st (for the prior calendar year) to NVTA.

PROPOSER agrees to submit within thirty (30) days of award of the contract 1) verification that its safety-sensitive employees are included as part of a random testing pool; 2) a copy of PROPOSER's substance abuse policy; and 3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by NVTA, may result in the Agreement being terminated for default.

## Appendix I – Federal Clauses

### 1. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the NVT A Executive Director or a designated representative and CONTRACTOR. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

### 2. TERMINATION

Contractor's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement, and may be cause for termination of the Agreement. (49 USC 5323 Sec 11).

Additional termination provisions include:

A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.

B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Agency that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

### 3. RETENTION OF RECORDS

Contractor agrees to keep, in accordance with generally accepted accounting principles, all records pertaining to the project for audit purposes for a minimum of three (3) years following final payment to Contractor or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until NVT A, 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. (49 USC 5323)

### 4. AUDITS

Contractor agrees to grant NVT A or any agency that provides NVT A with funds for the Project, including but not limited to, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, and their authorized representatives access to Contractor's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of the Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway, and for the retention period specified herein. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (49 USC 5323 (g))

Contractor further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that NVT A, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

### 5. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1F Applicable to: All contracts in excess of \$100,000. See guidelines under Chapter 3 of NVT A's current Contracting and Procurement Procedures which are made a part of this contract

### 6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132; and 49 U.S.C. § 5332 for federally funded projects, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, or sex, discriminate or permit

discrimination against any employee or applicant for employment

**7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa Valley Transportation Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 1 percent has been established for this contract. NVTA has an overall established DBE goal of 2.8 percent. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

The contractor, subrecipient, 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.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contract receives from NVTA. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the NVTA. This clause applies to both DBE and non-DBE subcontracts.

Failure to comply with the terms of this provision may result in any or all of the following actions including but not limited to:

1. A finding of material breach of contract
2. Suspension of payment of invoices
3. Bringing to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT

Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties result) provided in 26.109.

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. Forms 1 and 2 should be provided as part of the solicitation documents.

**8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

**9. AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

Contractor will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended.

**10. STATE ENERGY CONSERVATION PLAN**

Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321).

**11. DEBARMENT**

Contractor certifies that neither it nor any of its participants, principals, or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department. 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 NVTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to NVTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees

to include a provision requiring such compliance in its lower tier covered transactions.

12. CLEAN AIR AND WATER POLLUTION ACTS

Contractor agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor agrees to report each violation to NVTa and understands and agrees that NVTa will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

13. LOBBYING

Contractor agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. § 1352 and 49 CFR Part 20. In addition, in the event the Agreement exceeds \$100,000, Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 and shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each proposal or offer exceeding \$100,000).

14. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify NVTa and the officers, agents, employees and volunteers of NVTa from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, from claims that to the extent they arise out of, pertain to, or relate to the negligent acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering professional services under this Agreement which constitute negligence, recklessness, or willful misconduct, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence or willful acts of NVTa or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree

that Contractor's obligation to defend the NVTa is solely limited to reimbursing NVTa for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NVTa which are ultimately determined to be due to Contractor's negligence, recklessness or willful misconduct. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement.

15. COMPLIANCE WITH LAWS

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and requirements of the federal, state or local government, and any agency thereof, including, but not limited to NVTa, the U.S. DOT and FTA, which relate to or in any manner affect the performance of this Agreement. Those law, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on NVTa as a Recipient of federal or state funds are hereby in turn imposed on Contractor (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

16. BUY AMERICA REGULATIONS

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49CFR Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. An Offeror must submit to the FTA recipient the appropriate Buy America certification with all proposals on FTA-funded contracts, except those subject to a general waiver. The Buy America Certification may be found on file in the offices of NVTa. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

17. COMPLIANCE WITH FTA REGULATIONS

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 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.

18. DAVIS-BACON AND COPELAND ANTI-KICK BACK ACT

(a) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages

and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30

days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an Additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) Withholding

The NVTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or

advances as may be considered necessary to pay laborers and mechanics, including apprentices, Trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NVTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or Trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and Trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NVTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government printing office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the

payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices and Trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under

the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractors or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of Trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the Trainee level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the Trainee program. If the Trainee program does not mention fringe benefits, Trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a Trainee rate who is not registered and participating in a Training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any Trainee performing work on the job site in excess of the ratio permitted under the registered

program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a Training program, the contractor will no longer be permitted to utilize Trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, Trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(e) Compliance with Copeland Act requirements: The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(f) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(g) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(h) Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(j) Certification of eligibility:

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(a) Overtime requirements: No 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.

(b) Violation; liability for unpaid wages; liquidated damages : In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore 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.

(c) Withholding for unpaid wages and liquidated damages : The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the 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.

(d) 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. (40 USC 3701-3708)

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

(a) 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.

(b) 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.

22. CARGO PREFERENCE-U.S.FLAG

(a) Agreement Clauses. "Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading).



(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading).

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

23. FLY AMERICA

49 U.S.C. § 40118 41 CFR Part 301-10 48 CFR Part 47.4 The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

24. BUS TESTING

Each third party contract to acquire a new bus model or a bus with significant alterations to an existing model must include provisions to assure compliance with applicable requirements of 49 U.S.C. Section 5318, as amended by MAP-21, and FTA regulations, "Bus Testing," 49 CFR Part 665.

25. PREAWARD REVIEW AND POST DELIVERY REVIEW

Each third party contract to acquire rolling stock must include provisions for compliance with applicable

requirements of 49 U.S.C. Section 5323(m) and those provisions of FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, that do not conflict with 49 U.S.C. Section 5323(m).

26. INTELLIGENT TRANSPORTATION SYSTEMS (ITS) - NATIONAL ARCHITECTURE

ITS projects shall conform to the National ITS Architecture and standards in accordance with the requirements contained in this part. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR part 613 and 621).

## **Appendix II – Vine Bus Maintenance Facility Design and Specifications**

## **Attachment A – Multi-Year Price List and Staffing Plan Sheet Templates**

## NVTA Transit Services RFP - 2020

Proposer:	
Date Submitted:	
Prepared by:	

[illegible]

# Multi-Year Price Plan

NVTA Transit Services RFP - 2020

Proposer:	
Date Submitted:	
Prepared by:	

	Current Maintenance Facility	Future Maintenance Facility				Option Year 1	Option Year 2	
Cost Element	1/1/22-6/30/22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Notes (Can include more detail in narrative)
<b>On Demand/Variable</b>								
Variable Wages and Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Linked to multi-year staffing plan
Non-Revenue Vehicle Expense								
Vehicle Parts/Tires/Supplies/Lubes								
SmartDrive Clip Review								
Uniforms								
Drug Testing and Physicals								
Employee Incentives								
Cost Allocation from Fixed Costs								Include a cost allocation from fixed costs below - i.e. insurance, supplies, etc. Add rows as needed to identify each item within the cost allocation.
[Item 1]								
[Item 2]								
<b>Total On Demand/Variable Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Total On Demand/Variable Service Hours</b>	26,000	29,500	29,500	29,500	29,500	29,500	29,500	May +/- by 20%; estimate per Table 1 in RFP
<b>Cost Per Variable/On Demand Service Hours</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Calculation

# Multi-Year Price Plan

NVTA Transit Services RFP - 2020

Proposer:	
Date Submitted:	
Prepared by:	

	Current Maintenance Facility	----- Future Maintenance Facility -----				Option Year 1	Option Year 2	
Cost Element	1/1/22-6/30/22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Notes (Can include more detail in narrative)
<b>Fixed Route</b>								
Fixed Route Wages and Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Linked to multi-year staffing plan
Non-Revenue Vehicle Expense								
Vehicle Parts/Tires/Supplies/Lubes								
SmartDrive Clip Review								
Uniforms								
Drug Testing and Physicals								
Employee Incentives								
Cost Allocation from Fixed Costs [Item 1]								Include a cost allocation from fixed costs below - i.e. insurance, supplies, etc. Add rows as needed to identify each item within the cost allocation.
[Item 2]								
<b>Total Fixed Route Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Fixed Route Service Hours	74,600	82,600	82,600	82,600	82,600	82,600	82,600	May +/- by 20%; estimate per Table 1 in RFP
Cost Per Fixed Route Service Hour	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<i>All Service Hours</i>	112,630	125,130	125,130	125,130	125,130	125,130	125,130	Calculation
<i>Cost Per All Service Hours</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Calculation



## Multi-Year Price Plan

NVTA Transit Services RFP - 2020

Proposer:	
Date Submitted:	
Prepared by:	

	Current Maintenance Facility	Future Maintenance Facility				Option Year 1	Option Year 2	
Cost Element	1/1/22-6/30/22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Notes (Can include more detail in narrative)
<b>Fixed Costs</b>								
Fixed Wages and Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Linked to multi-year staffing plan
Building and Grounds Expense								
Parts and Tools								
Overhead								
Insurance								
Vehicle Liability - Buses								
Vehicle Liability - Support Vehicles								
Workers Compensation								
Uninsured Accident Repairs								
Utilities								
Water								
Electricity, Gas								
Waste (trash, sewer, recyc)								
Hazardous Materials Waste								
Broadband								
Phone								
COVID19 Expenses								
Performance Bond								
Profit								
Other Operations Costs								
Office Supplies/Shipping/Printing								
Facility Utilities/Telephone/Internet								

# Multi-Year Price Plan

NVTA Transit Services RFP - 2020

Proposer:	
Date Submitted:	
Prepared by:	

	Current Maintenance Facility	Future Maintenance Facility				Option Year 1	Option Year 2	
Cost Element	1/1/22-6/30/22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Notes (Can include more detail in narrative)
(Fixed Costs - continued)								
Other Equipment - Business								
Computers/Supplies								
Tablet Data Plans								
Depreciation/Amortized Costs								
Existing Equipment Depreciation								
Replacement Equip. Depreciation								
Other								
Mobilization Costs								
Less Cost Allocations to:								
Paratransit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	( ) amount linked to cost allocations above
On Demand/Variable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	( ) amount linked to cost allocations above
Fixed Route	\$0	\$0	\$0	\$0	\$0	\$0	\$0	( ) amount linked to cost allocations above
Subtotal Cost Allocations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Fixed Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Total Annual Amount</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	



Multi-Year Staffing Plan  
NVTA Transit Services RFP - 2020

Proposer:	
Date Submitted:	
Prepared by:	

[illegible]

Multi-Year Staffing Plan  
NVTATransit Services RFP - 2020

Proposer:	
Date Submitted:	
Prepared by:	

									Option Year 1	Option Year 2
CONTRACTOR Position Listing	Position Classification <sup>1</sup>	Fixed/Variable /Paratransit Cost	Position # <sup>2</sup>	1/1/22-6/30/22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Operator Positions by Type	Position Classification <sup>1</sup>	Fixed/Variable /Paratransit Cost	# of Operators	\$ FTE	\$ FTE	\$ FTE	\$ FTE	\$ FTE	\$ FTE	\$ FTE
(can add/subtract rows)										
ParaTransit Operators	ParaTransit Operators			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Other Operators	All Other Operators	Fixed Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Fixed Route Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operators In Training	Operators In Training	On Demand/Variable Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operator Subtotal				\$ - 0.0	\$ - 0.0	\$ - 0.0	\$ - 0.0	\$ - 0.0	\$ - 0.0	\$ - 0.0
Grand Total of All Proposed Positions				\$ - 0.0	\$ - 0.0	\$ - 0.0	\$ - 0.0	\$ - 0.0	\$ - 0.0	\$ - 0.0

LINKED TO MULTI-YEAR PRICE LIST - WAGES & BENEFITS

Total On Demand/Variable Costs	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Total Fixed Route Costs	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Total Fixed Costs	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Total Paratransit Costs	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0

<sup>1</sup> Position Classifications should reference the minimum staffing requirement position classifications listed in the RFP, Section 2.9.2.

<sup>2</sup> Position # refers to the position control/position management number.

## **Attachment B – Request for Pre-Offer Change**

## REQUEST FOR PRE-OFFER CHANGE

PROPOSER:					
Solicitation Ref:	Page:	Section:			
Questions/Clarifications :					
NVTA:					

## **Attachment C – Acknowledgement of Addenda**

### **ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

PROPOSER:	
_____	
Name	
	_____
	Street Address
	_____
	City, State, Zip
	_____
	Signature of Authorized Signer
	_____
	Title
	_____
	Phone

## **Attachment D – Lobbying Certificate**

## LOBBYING CERTIFICATION

The PROPOSER certifies, to the best of its knowledge and belief, that:

- (1) No Federally 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 a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.
- (2) If any funds other than Federally 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 instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

**THE PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER OR PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

_____	Signature of the PROPOSERS Authorized
Official	
_____	Name and Title of the PROPOSER's
Authorized Official	
_____	Date



## **Attachment E –Non-Collusion Affidavit**

### **NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled out and executed by the PROPOSER; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the PROPOSER should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of \_\_\_\_\_, County of \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, do hereby state that  
(Name of Affiant)

I am \_\_\_\_\_ of \_\_\_\_\_  
(Capacity) (Name of Firm, Partnership or Corporation)

whose business is \_\_\_\_\_

and who resides at \_\_\_\_\_

and that \_\_\_\_\_  
(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary public

\_\_\_\_\_  
My commission expires

\_\_\_\_\_  
Seal

## **Attachment F – Debarment and Suspension Certificate**

## DEBARMENT AND SUSPENSION CERTIFICATION

The prospective lower tier participant (PROPOSER) certifies, by submission of this Offer, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective participant (PROPOSER) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space \_\_\_\_\_.

THE PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

\_\_\_\_\_  
Official

Signature of the PROPOSER's Authorized

\_\_\_\_\_  
Authorized Official

Name and Title of the PROPOSER's

Date \_\_\_\_\_

## **Attachment G – DBE and Good Faith Efforts**

## DBE AND GOOD FAITH EFFORTS

**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: \_\_\_\_\_

Total Claimed  
Participation

\$ \_\_\_\_\_

**%**

Signature of Proposer

Date \_\_\_\_\_

(Area Code) Tel. No.

Print Name	Signature	Date
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Local Agency Bidder - DBE Commitment(Rev 3/09)

## DBE Information – Good Faith Efforts

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

NVTA established a Disadvantaged Business Enterprise (DBE) goal of 1% for this project. The information provided herein shows that a good faith effort was made. NVTA has an established Overall DBE Goal of 2.8%.

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 DBE 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 DBE firm 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 firms, 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 firms.

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

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

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

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

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- F. 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:

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- 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:

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (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
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- G. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

## **Attachment H – Form of Proposal Deviation**

**FORM FOR PROPOSAL DEVIATION**

Deviation #: _____	PROPOSER: _____
Solicitation Ref: _____	Page: _____ Section: _____
Complete Description of Deviation: _____	
Rationale (Pros & Cons): _____	