

**Napa County Transportation and Planning Agency (NCTPA)**

**Board of Directors**

**AGENDA**

**Wednesday, October 17, 2012**

**1:30 p.m.**

**NCTPA/NVTA Conference Room  
707 Randolph Street, Suite 100  
Napa CA 94559**

**General Information**

*All materials relating to an agenda item for an open session of a regular meeting of the NCTPA Board of Directors are posted on our website at [www.nctpa.net/m\\_a.cfm](http://www.nctpa.net/m_a.cfm) at least 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NCTPA Board of Directors, 707 Randolph Street, Suite 100, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for NCTPA holidays. Materials distributed to the present members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the NCTPA Board or staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.*

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

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

*This Agenda may also be viewed online by visiting the NCTPA website at [www.nctpa.net](http://www.nctpa.net), click on Minutes and Agendas – NCTPA Board or go to [www.nctpa.net/bod-c/bod/curr-am.html](http://www.nctpa.net/bod-c/bod/curr-am.html)*

**ITEMS**

- 1. Call to Order – Chair Keith Caldwell
- 2. Pledge of Allegiance
- 3. Roll Call

Members:

Joan Bennett	City of American Canyon
Leon Garcia, Mayor	City of American Canyon
Michael Dunsford	City of Calistoga
Jack Gingles, Mayor	City of Calistoga
Jim Krider	City of Napa
Jill Techel, Mayor	City of Napa
Keith Caldwell, BOS Chair	County of Napa
Bill Dodd	County of Napa
Del Britton, Mayor	City of St. Helena
Peter White	City of St. Helena
Lewis Chilton	Town of Yountville
John F. Dunbar, Mayor	Town of Yountville
JoAnn Busenbark	Paratransit Coordinating Council

- 4. Public Comment
- 5. Chairperson, Board Members' and Metropolitan Transportation Commission (MTC) Update
- 6. Directors Update
- 7. Caltrans Update

8. **CONSENT ITEMS (8.1 – 8.9)**

- 8.1 Approval of Meeting Minutes of September 19, 2012 (Karrie Sanderlin) (*Pages 8-13*) APPROVE
  
- 8.2 Assembly Bill (AB 340) California Public Employees' Pension Reform Act of 2013 (PEPRA) (*Pages 14-35*) INFORMATION

Provided for Board review is a preliminary summary of the how AB 340 affects NCTPA's pension plan.

- 8.3 Resolution No. 12-27 Authorizing the Reprogramming of the Lifeline Transportation Program Cycle 2 Funding (Antonio Onorato) *(Pages 36-41)* APPROVE
- Board action will adopt Resolution No. 12-27 authorizing the reprogramming of \$70,688 Cycle 2 Lifeline Program of Projects to VINE Express Route 29 Lifeline Program.
- 8.4 Request for Proposal (RFP) 2012-03 Property Management Services (Antonio Onorato) *(Pages 42-69)* APPROVE
- Board action will approve the release of a RFP for Property Management Services at the Soscol Gateway Transit Center.
- 8.5 Agreement with Solano Transportation Authority (STA) to Maintain the Solano Napa Travel Demand Model (Eliot Hurwitz) *(Pages 55-59)* APPROVE
- Board action will approve a funding agreement with STA for traffic model maintenance, operations and updates for the next two years (October 1, 2012 – September 30, 2014) at an annual cost of \$10,000 dollars per year for a total of \$20,000 dollars.
- 8.6 Request for Qualifications (RFQ) 2012-03 for Engineer/Architect and Project Delivery Services (Lawrence Gawell) *(Pages 80-115)* APPROVE
- Board action will approve the issuance of a RFQ for Engineer/Architect and Project Delivery Services.
- 8.7 Request for Qualifications (RFQ) 2012-04 On-Call Marketing and Public Relations Services (Antonio Onorato) *(Pages 116-164)* APPROVE
- Board action will approve the issuance of a RFQ for Marketing and Public Relations services.

- 8.8 Approval of Supplement No. 6 to Work Authorization No. 1 of the Professional Services Agreement (PSA) No. 10-23 with Mark Thomas & Company, Inc. for Engineering and Design Support Work on the Soscol Gateway Transit Center Project (SGTC) (Lawrence Gawell) *(Pages 165-176)* APPROVE

Board action will approve Supplement No.6 to Work Authorization No. 1 of the Professional Services Agreement No. 10-23 with Mark Thomas & Company, Inc. in the amount not to exceed \$57,848 for engineering and design support work to be performed for the SGTC Project.

- 8.9 VINE/VINE Go Service Report: Performance Dashboard (Tom Roberts) *(Pages 177-179)* INFORMATION

Provided for Board review is the monthly transit services ridership data.

9. **PUBLIC HEARING**

**TIME CERTAIN 1:30 PM**

**RECOMMENDATION**

- 9.1 Public Hearing on Proposed Elimination of the Napa Shuttle (Tom Roberts) *(Pages 180-182)* APPROVE

Board action will hold a Public Hearing and approve the elimination of the Napa Shuttle service effective January 1, 2013.

10. **REGULAR AGENDA ITEMS**

**RECOMMENDATION**

- 10.1 Cycle 2 One Bay Area Grant Program Call For Projects (Eliot Hurwitz) *(Pages 183-196)* APPROVE

Board action will approve releasing a Call for Projects for the Cycle 2 (FY 2013-2016) One Bay Area Grant Program

- 10.2 Request for Qualifications (RFQ) 2012-02 for Professional Services (Kate Miller) *(Pages 197-234)*

ACTION

Board action will consider various professional services currently needed by NCTPA and approve the issuance of a RFQ for those Professional Services deemed necessary which will include insurance, legal, accounting, information technology, communications and lobbying services.

11. **INTERJURISDICTIONAL ISSUES FORUM**

**RECOMMENDATION**

- 11.1 Interjurisdictional Issues Discussion Forum and Information Exchange

INFORMATION/  
ACTION

Board Members are encouraged to share specific new projects with interjurisdictional impacts.

12. **REGULAR AGENDA ITEMS**

**RECOMMENDATION**

- 12.1 Soscol Gateway Transit Center Walking Tour (Lawrence Gawell) *(Pages 235-236)*

INFORMATION

The Executive Director will lead a walking tour of the Soscol Gateway Transit Center (SGTC) construction site to observe current construction activity

13. **ADJOURNMENT**

**RECOMMENDATION**

- 13.1 Approval of Meeting Date of October 17, 2012 and Adjournment

APPROVE

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NCTPA offices, 707 Randolph Street Suite 100 Napa CA, by 5:00 p.m., Friday October 12, 2012.

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Karalyn E. Sanderlin, NCTPA Board Secretary

## Glossary of Acronyms

<b>AB 32</b>	Global Warming Solutions Act	<b>MTS</b>	Metropolitan Transportation System
<b>ABAG</b>	Association of Bay Area Governments	<b>NCTPA</b>	Napa County Transportation and Planning Agency
<b>ADA</b>	American with Disabilities Act	<b>NEPA</b>	National Environmental Policy Act
<b>BAAQMD</b>	Bay Area Air Quality Management District	<b>NOC</b>	Notice of Completion
<b>AVAA</b>	Abandoned Vehicle Abatement Authority	<b>NOD</b>	Notice of Determination
<b>BART</b>	Bay Area Rapid Transit District	<b>NOP</b>	Notice of Preparation
<b>BATA</b>	Bay Area Toll Authority	<b>NVTA</b>	Napa Valley Transportation Authority
<b>BRT</b>	Bus Rapid Transit	<b>OBAG</b>	One Bay Area Grant
<b>Caltrans</b>	California Department of Transportation	<b>PCI</b>	Pavement Condition Index
<b>CEQA</b>	California Environmental Quality Act	<b>PDA</b>	Priority Development Areas
<b>CIP</b>	Capital Investment Program	<b>PMS</b>	Pavement Management System
<b>CMA's</b>	Congestion Management Agencies	<b>Prop. 42</b>	Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes
<b>CMAQ</b>	Congestion Mitigation and Air Quality Improvement Program	<b>PSR</b>	Project Study Report
<b>CMP</b>	Congestion Management Program	<b>PTA</b>	Public Transportation Account
<b>CTC</b>	California Transportation Commission	<b>RACC</b>	Regional Agency Coordinating Committee
<b>EIR</b>	Environmental Impact Report	<b>RFP</b>	Request for Proposal
<b>FAS</b>	Federal Aid Secondary	<b>RFQ</b>	Request for Qualifications
<b>FHWA</b>	Federal Highway Administration	<b>RHNA</b>	Regional Housing Needs Allocation
<b>FTA</b>	Federal Transit Administration	<b>RM2</b>	Regional Measure 2 (Bridge Toll)
<b>FY</b>	Fiscal Year	<b>RTEP</b>	Regional Transit Expansion Program
<b>GHG</b>	Greenhouse Gas	<b>RTIP</b>	Regional Transportation Improvement Program
<b>HBP</b>	Highway Bridge Program	<b>RTP</b>	Regional Transportation Plan
<b>HBRR</b>	Highway Bridge Replacement and Rehabilitation Program	<b>SAFE</b>	Service Authority for Freeways and Expressways
<b>HIP</b>	Housing Incentive Program	<b>SAFETEA-LU</b>	Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users
<b>HOT</b>	High Occupancy Toll	<b>SCS</b>	Sustainable Community Strategy
<b>HOV</b>	High Occupancy Vehicle	<b>SHOPP</b>	State Highway Operation and Protection Program
<b>HR3</b>	High Risk Rural Roads	<b>SR</b>	State Route
<b>HSIP</b>	Highway Safety Improvement Program	<b>SRTS</b>	Safe Routes to School
<b>HTF</b>	Highway Trust Fund	<b>SOV</b>	Single-Occupant Vehicle
<b>IFB</b>	Invitation for Bid	<b>STA</b>	State Transit Assistance
<b>ITIP</b>	State Interregional Transportation Improvement Program	<b>STIP</b>	State Transportation Improvement Program
<b>JARC</b>	Job Access and Reverse Commute	<b>STP</b>	Surface Transportation Program
<b>LIFT</b>	Low-Income Flexible Transportation	<b>TMC</b>	Transportation Control measure
<b>LOS</b>	Level of Service		
<b>MPO</b>	Metropolitan Planning Organization		
<b>MTC</b>	Metropolitan Transportation Commission		

## Glossary of Acronyms

<b>TCRP</b>	Traffic Congestion Relief Program
<b>TDA</b>	Transportation Development Act
<b>TDM</b>	Transportation Demand Management Transportation Demand Model
<b>TE</b>	Transportation Enhancement
<b>TEA</b>	Transportation Enhancement Activities
<b>TEA 21</b>	Transportation Equity Act for the 21 <sup>st</sup> Century
<b>TFCA</b>	Transportation Fund for Clean Air
<b>TIP</b>	Transportation Improvement Program
<b>TLC</b>	Transportation for Livable Communities
<b>TMP</b>	Traffic Management Plan
<b>TMS</b>	Transportation Management System
<b>TOD</b>	Transit-Oriented Development
<b>TOS</b>	Transportation Operations Systems
<b>TPP</b>	Transit Priority Project Areas
<b>VHD</b>	Vehicle hours of Delay
<b>VMT</b>	Vehicle Miles Traveled

**Napa County Transportation and Planning Agency (NCTPA)**

**Board of Directors**

**MINUTES**

**Wednesday, September 19, 2012**

**ITEMS**

**1. Call to Order**

Chair Keith Caldwell called the meeting to order at 1:30 p.m.

**2. Pledge of Allegiance**

Chair Caldwell led the salute to the flag.

**3. Roll Call**

Members Present:

Leon Garcia	City of American Canyon
Joan Bennett	City of American Canyon
Michael Dunsford	City of Calistoga
Jack Gingles	City of Calistoga
Jim Krider	City of Napa
Jill Techel	City of Napa
Bill Dodd	County of Napa
Mark Luce	County of Napa
Peter White	City of St. Helena
John Dunbar	Town of Yountville
Lewis Chilton	Town of Yountville

Members Absent:

Del Britton	City of St. Helena
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Non-Voting Member Present:

JoAnn Busenbark	Paratransit Coordinating Council
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**4. Public Comment - None**

**5. Chairperson, Board Members' and Metropolitan Transportation Commission (MTC) Update**

No Reports Given.

**MSC - Motioned, Seconded, and Unanimously Carried**

**6. Directors Update**

*Kate Miller, Executive Director*

Stated that revisions/corrections to Consent Items 8.3 and 8.7 were provided in the Board handout packet.

Stated that Consent Item 8.13 was being pulled and tabled until a future date.

Provided an update on the progress of the Soscol Gateway Transit Center project.

Provided an update on the Jameson Canyon Widening project.

Provided a legislative update.

Requested that consent item 8.13 and regular item 12.1 be pulled and tabled until a future date.

**7. Caltrans Update**

No oral report given, however, provided for review was the September 2012 Caltrans Reporting Memo.

**8. CONSENT ITEMS (8.1 – 8.15)**

Consent Items 8.7 and 8.12 were pulled for discussion, Consent Items 8.13 was pulled and tabled until a future date.

**MSC\* GINGLES / GARCIA to APPROVE** Consent Items 8.1-8.6, 8.8-8.11, and 8.14-8.15.

**8.1 Approval of Meeting Minutes of July 18, 2012**

Board action approve the meeting minutes of July 18, 2012.

**8.2 Resolution No. 12-24 Approving FY 12/13 Salary Ranges for Napa County Transportation and Planning Agency (NCTPA) Job Classification**

Board action adopted Resolution No. 12-24 approving the FY 12/13 Salary Ranges for NCTPA Job Classifications based upon the Bay Area Consumer Price Index (CPI) ending December 2011 of 2.6%.

**8.3 Approval of Resolution No 12-25 Adopting the Transportation Fund for Clean Air (TFCA) Program Manager Projects List for FY 12/13**

Staff provided a revised board report to correctly identify the City of Calistoga requesting the Bicycle Rack Purchase project; however the information contained in Resolution No. 12-25 was correct as written.

Board action approved Resolution No 12-25 adopting the list of projects for the TFCA FY 12/13 Program Manger Funds, allocating \$192,532 of available funds.

**8.4 Settlement Agreement between the Napa County Transportation and Planning Agency (NCTPA) and the City of Napa**

Board action authorized an agreement between the City of Napa and the NCTPA which establishes an obligation from NCTPA for \$236,731.70 for costs incurred during the construction of the VINE Bus Yard Expansion project.

**8.5 Disposal of Agency Surplus Property**

Board action authorized the disposal of fixed and non-fixed assets as surplus property items according to NCTPA Financial Policies, Practices, and Procedures Section 2 - Fixed Asset Management.

**8.6 Letter of No Prejudice (LONP) to Caltrans for the Farebox Modernization Project**

Board action approved Resolution No. 12-26 requesting Caltrans to issue a LNOP granting approval to use Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Bond Program revenues for the VINE Transit farebox project.

**8.7 Proposed Improvements to Transit Service in Yountville**

Board member Dunbar requested clarification for the days and times that the expanded service would run. An error on the Sunday hours shown on the Board memo was acknowledged and corrected.

**MSC\* DUNBAR / CHILTON to APPROVE, with GINGLES ABSTAINING** to (1) review and approve the proposed service modification to the "Yountville Trolley" to expand service days and hours throughout the week; and (2) authorize the Executive Director to enter into an Memorandum of Understanding (MOU) with the Town of Yountville for the service provision with the modification to the Sunday hours as noted.

**8.8 Approval of Amendment #6 of the Transit Services Agreement No. 10-01 between the Napa County Transportation and Planning Agency (NCTPA) and Veolia Transportation Inc.**

Board action approved Amendment #6 of NCTPA's Transit Service Agreement No. 10-01 and authorized the Executive Director or designee to execute an amendment establishing a vehicle maintenance of \$80/hr. (plus parts), and a cleaning rate of \$30.27/hr. for the Shared Vehicle Program fleet vehicles and agency staff cars.

**8.9 Proposed Improvements to the VINE Route 29 Service to BART**

Board action approved the submission to the Metropolitan Transportation Commission (MTC) for proposed service modification to the VINE Route 29 to include mid-day service to the Vallejo Ferry Terminal and the El Cerrito Del Norte BART station.

**8.10 Approval of Supplement No. 5 to Work Authorization No. 1 of the Professional Services Agreement No. 10-23 with Mark Thomas & Company, Inc. for Engineering and Design Support Work on the Soscol Gateway Transit Center Project**

Board action approved Supplement No. 5 to Work Authorization No. 1 of the Professional Services Agreement No. 10-23 with Mark Thomas & Company, Inc. in the amount not to exceed \$12,338.00 for engineering and design support work to be performed for the Soscol Gateway Transit Center Project.

**8.11 Request for Proposal (RFP) 2012-02 for Advertising Services**

Board action approved the issuance of a RFP for Advertising services on NCTPA vehicles and facilities.

**8.12 Approval of Task Order Contracts in Response to RFQ 2012-01 for On-call Planning Services**

Mike Setty stated his concerns over the process method used for the RFQ procurement.

Kate Miller, Executive Director, reviewed the RFP process and stated that all federal laws and regulations were met. Janice Killion, Legal Counsel concurred that that all laws and requirements were followed.

**MSC\* GINGLES / GARCIA to APPROVE** authorizing the Executive Director to execute up to ten (10) task order contracts for on-call planning services, each for a term not to exceed three (3) years.

**8.13 Agreement with the Napa Valley Wine Train**

At the request of staff, Item 8.13 was pulled and tabled until a future date.

**8.14 SR29 Gateway Corridor Improvement Plan Study Steering Committee**

Board action established a Project Steering Committee for the SR29 Gateway Corridor Improvement Plan Study, to be made up of the Mayors of the City of Napa, the City of American Canyon, and the City of Vallejo, a staff person from Caltrans, and the Chairperson of NCTPA.

**8.15 VINE/VINE Go Service Report: Performance Dashboard**

*Information Only / No Action Taken*

Provided for Board review was the monthly transit services ridership data.

**9. PUBLIC HEARING**

**9.1 Public Hearing on Proposed Fare Changes for VINE Regional Routes 10, 11, 29 and VINE Go**

Chair Caldwell opened the Public Hearing at 2:01 p.m.

Staff reviewed the new fare structure for the VINE Transit service.

Being no Public Comment, Chair Caldwell closed the Public Hearing at 2:10 p.m.

**MSC\* DODD / WHITE to APPROVE** (1) the proposed fare changes for VINE Routes 10, 11, 29 and VINE Go (as shown in the table below); and (2) approve adoption and implementation for the fare changes effective upon commencement of the new Routes 10 and 11 service.

<b>VINE Routes 10/11 Cash Fares</b>		
	<b>CURRENT</b>	<b>PROPOSED</b>
Adult	\$1.50, \$2.25, \$3.00	\$1.50
Youth	\$1.00, \$1.75, \$2.50	\$1.00
Senior/Disabled	.75, \$1.10, \$1.35	\$0.75

<b>VINE 31-Day Pass: Routes 10, 11, 29</b>		
	<b>CURRENT</b>	<b>PROPOSED</b>
Routes 10/11 Adult	\$48, \$72	\$48.00
Routes 10/11 Youth	\$33, \$56	\$33.00
Routes 10/11 Senior/Disabled	\$24, \$40	\$24.00
Route 29 to Ferry	\$24, \$33, \$40, \$48, \$56, \$72	\$40, \$56, \$60
Route 29 to BART	\$117, \$126, \$133, \$141, \$149, \$165	\$80, \$112, \$120

Note: Day Passes and Punch Passes remain unchanged.

**10. REGULAR AGENDA ITEMS**

MSC - Motioned, Seconded, and Unanimously Carried

## **10.1 Unaudited FY 11/12 Financial Reports for NCTPA**

### ***Information Only / No Action Taken***

Staff provided a review of the unaudited financial statements of NCTPA and received a budget update.

## **11. INTERJURISDICTIONAL ISSUES FORUM**

### **11.1 Interjurisdictional Issues Discussion Forum and Information Exchange**

Board Members shared specific new projects with interjurisdictional impacts.

## **12. CLOSED SESSION**

Janice Killion, NCTPA Legal Counsel, announced that the Board would be adjourning to closed session for one item as noted in the agenda (Public Employee Performance Evaluation (Government Code Section 54957))

Adjourned to Closed Session at 2:30 p.m.

### **12.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)**

Item was pulled and tabled until a future date.

### **12.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)**

Title: Executive Director

Adjourned to Open Session at 3:10 p.m.

Janice Killion, NCTPA Legal reported that there was no reportable action taken during closed session.

## **13. ADJOURNMENT**

### **13.1 Approval of Meeting Date of October 17, 2012 and Adjournment**

The next regular meeting will be held Wednesday October 17, 2012 at 1:30 p.m.

The meeting was adjourned by Chair Caldwell at 3:10 p.m.

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Karalyn E. Sanderlin, NCTPA Board Secretary

**MSC - Motioned, Seconded, and Unanimously Carried**



October 17, 2012  
NCTPA Agenda Item 8.2  
Continued From: New  
Action Requested: **INFORMATION**

## **NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Karrie Sanderlin / Program Manager-Human Resources, Civil Rights,  
and Board Secretary  
(707) 259-8633 / Email: [ksanderlin@nctpa.net](mailto:ksanderlin@nctpa.net)  
**SUBJECT:** Assembly Bill (AB 340) California Public Employees' Pension  
Reform Act of 2013 (PEPRA)

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### **RECOMMENDATION**

None. Information only.

### **COMMITTEE RECOMENDATION**

None.

### **EXECUTIVE SUMMARY**

AB 340 (Furutani) was signed into law by Governor Brown on September 12, 2012. AB 340 imposes a number of reforms on public sector retirement plans. The effective date for most changes under AB 340 is January 1, 2013.

Any new member of a retirement system beginning on or after January 1, 2013, including elected and appointed employees, may only be offered the new pension plan specified in the PEPRA. For the most part, existing employees will maintain retirement benefits that are in place on December 31, 2012.

### **FISCAL IMPACT**

Is there a fiscal impact? The fiscal impact is unknown at this time but it is anticipated that the PEPRA will result in a positive benefit by reducing long-term pension costs over time.

## **CEQA REQUIREMENTS**

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

## **BACKGROUND AND DISCUSSION**

AB 340, which goes into effect January 1, 2013, impacts all state and local public retirement systems in California, and their participating public sector employers, with the exception of charter cities or counties that operate an independent retirement system.

The PEPRA, which goes into effect January 1, 2013, makes numerous changes to public employee pension plans including:

### **1. Reduced Benefit Formulas & Increased Retirement Ages**

The PEPRA creates a new defined benefit formula of 2% at age 62 for all new non-safety employees, with an early retirement age of 52 and a maximum benefit factor of 2.5% at age 67. NCTPA's existing structure for new employees, 2% at 60 with a 2.41% cap at 63, was adopted by the NCTPA Board at their May 2011 meeting, and memorialized in Resolution No. 11-12 approving a contract amendment with CalPERS to provide Section 20475 (Different Level of Benefits), Section 21353 effective May 21, 2011 for all new employees. A number of existing employees, however, were grandfathered into the former program with a defined benefit formula of 2.5% at 55.

### **2. Cap Compensation Earnable for the Purpose of Calculating Pension Benefits**

The PEPRA limits the annual amount of compensation that may be used to calculate the retirement benefit for new members hired after January 1, 2013, and excluding judges, to \$110,000 for employees that participate in Social Security, or to \$132,120 for those employees that do not participate in Social Security. This compensation cap is adjustable annually based on the Consumer Price Index (CPI) for All Urban consumers. NCTPA employees do not participate in Social Security.

The Internal Revenue code (IRC) 401(a)(17) already limits the amount of annual compensation that may be considered when calculating retirement benefits paid by a pension plan to employees that were first hired on or after July 1, 1996. For 2012 the Internal Revenue Code (IRC) limit is \$250,000.

This change does not impact the pension benefit of the majority of NCTPA employees. For new members earning more than the contribution and benefit base (\$132,120), this change would result in a lower CalPERS retirement benefit.

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However, employees' net pay, compared to existing employees with similar earnings, would increase since the employee's contribution to the retirement fund would be based on the capped amount. It is possible that this change could ultimately have an adverse impact on public sector recruitment in areas that have historically experienced recruitment challenges due to higher pay for similar jobs in the private sector.

### **3. Members to Contribute at Least One-Half of the Total Annual Normal Cost**

The PEPRA would require all new and current members to contribute at least 50 percent of the total annual normal cost of their pension benefit to the pension plan. This requirement will affect NCTPA employees currently covered under the 2.5% at 55 formula as they currently pay approximately 38 percent of the total annual normal cost.

### **4. Prohibit Purchases of Airtime**

The PEPRA would prohibit any member of a public retirement system, current or future, from purchasing nonqualified service, commonly referred to as "airtime", after January 1, 2013, unless the member had an official application on file with the public retirement system prior to January 1, 2013. This would not apply to other service credit purchases such as those applicable to military leave, maternity leave or service prior to membership.

### **5. Calculate Benefits Based on Regular, Recurring Pay**

New members' retirement benefits under PEPRA defines "pensionable compensation" as a member's normal monthly rate of pay or base pay (\$132,120 for those employees that do not participate in Social Security).

"Pensionable compensation" would therefore not include any of the following:

- Any compensation paid to increase a member's retirement benefit
- Compensation that has been provided in-kind to the member or paid to a third-party and converted to a cash payment to the member
- Any one-time or ad hoc payment
- Severance payments received by the member while still employed
- Payments for unused vacation, annual leave, personal leave, sick leave or compensatory time off
- Payments for additional services rendered outside normal working hours
- Any employer-provided payments or allowances for housing, vehicles, or uniforms
- Any overtime pay, except as specified

- Employer contributions to deferred compensation or defined contribution plans
- Any bonus
- Any form of compensation a public retirement board determines is inconsistent with the definition in the code section
- Any other form of compensation a public retirement board determines should not be pensionable compensation.

#### **6. Require Three-Year Final Compensation**

The PEPRA requires that pension systems determine the final compensation for all employees hired on or after January 1, 2013 on the employee's highest annual compensation averaged over a consecutive 36-month period. NCTPA's contract with CalPERS currently contains the provision.

#### **SUPPORTING DOCUMENTS**

Attachment: (1) CalPERS Preliminary Analysis of the of the Conference Committee Report (AB 340) – August 30, 2012



**Preliminary Analysis of the Conference Committee Report (AB 340)**  
August 30, 2012

**INTRODUCTION**

On August 28, 2012, the Conference Committee on Public Employee Pensions released its Conference Report (Report) and voted to send it to the Legislative Floor for an up or down vote. The Report is the culmination of many months of analysis and investigation into public pensions in California.

This preliminary analysis is based on CalPERS staff's initial review of the Report and addresses the various proposals in contrast to existing law, pros and cons, and operational and implementation issues. A much more detailed review and vetting would be needed for full understanding and implementation, and we expect that this process would reveal areas where clarification, including technical amendments, would be needed if this Report is enacted as statute. These comments are not intended to address all issues that could arise if the bill becomes law.

**ANALYSIS**

**Changes in Retirement Benefits**

**1. Reduced Benefit Formulas & Increased Retirement Ages**

The Report would create a new defined benefit formula of 2% at age 62 for non-safety public employees with an early retirement age of 52 and a maximum benefit factor of 2.5% at age 67. The Report would further create three new defined benefit formulas for public safety employees with a normal retirement age of 50 and a maximum retirement age at 57, as follows:

	<u>Earliest Ret Age</u>	<u>Maximum Factor Age</u>
Basic Formula	1.426% at Age 50	2% at Age 57
Option Plan 1	2% at Age 50	2.5% at Age 57
Option Plan 2	2% at Age 50	2.7% at Age 57

The safety formula offered by the employer would be the formula that is closest to and provides a lower benefit at age 55, than the formula provided to members in the same retirement classifications offered by the employer on December 31, 2012. However, employers and employees in the Option Plan One or Option Plan 2 could agree in a Memorandum of Understanding (MOU) to be subject to a lower plan option subject to other requirements.

The Report would require that all State, school, and local employers offer public employees, excluding judges, who first become members on or after January 1, 2013, as specified, one of these newly created benefit formulas unless a lower benefit is already in place. However,

these requirements would not apply to the University of California and charter cities and charter counties that do not participate in CalPERS or a 1937 Act County Retirement System.

For purposes of this provision a “new member” would be defined as: (a) An individual who has never been a member of any public retirement system prior to January 1, 2013; (b) an individual who has moved between retirement systems and was not subject to reciprocity, as specified; or (c) an individual who has moved between public employers within a retirement system after a break in service that is greater than six months as specified. A change in employment between state entities or from one school employer to another is not considered as service with a new employer.

Finally, all new State miscellaneous and industrial members would no longer be required to participate in the Alternate Retirement Plan (ARP), although employees hired before July 1, 2013 would continue to participate in the ARP. (Note: The bill says July 1, 2013 but we believe this was a drafting error and should be January 1, 2013.)

*Current Law*

CalPERS provides a defined benefit plan for employees of the State of California, more than 1,500 school districts, and nearly 1,600 contracting public agencies. Benefits paid under the State and school plans are determined by statute and typically through the ratification of a MOU between the employer and its employees. For State employees, this occurred as recently as 2011. The table below shows the benefit formulas by retirement category that were agreed to through negotiations for all new State employees over the last two years. The effective date of these new formulas varied by bargaining unit with most going in effect on October 15, 2010 and the last one becoming effective on January 15, 2011. The school plan has not changed since the year 2000 and provides a benefit formula of 2 percent at age 55.

Retirement Category	Benefit Formula		
	Earliest Retirement Age	Normal Retirement Age	Maximum Factor Age
State Miscellaneous	1.092% at Age 50	2% at Age 60	2.418% at Age 63
State Industrial	1.092% at Age 50	2% at Age 60	2.418% at Age 63
State Safety (BU 12, 16, 18 & 19)	1.426% at Age 50	2% at Age 55	2.5% at Age 60
State Safety (Other BU)	1.426% at Age 50	2% at Age 55	
POFF (BU 8)	2.4% at Age 50	3% at Age 55	
POFF (Other BU)	2% at Age 50	2.5% at Age 55	
CHP	2.4% at Age 50	3% at Age 55	

Local public agencies can select from a variety of benefit formulas set in statute. Most local public agencies adopting a new benefit formula do so after completing contract negotiations with their employee groups. The table below lists the benefit formula options and the percentage of employer rate plans in each formula as of the June 30, 2011 annual valuations.

Percentage of Local Miscellaneous Plans by Benefit Formula			
Earliest Retirement Age	Normal Retirement Age	Maximum Factor Age	% of Plans
1.092% at Age 50	2% at Age 60	2.418% at Age 63	18%
1.426% at Age 50	2% at Age 55	2.418% at Age 63	51%
2% at Age 50	2.5% at Age 55		11%
2% at Age 50	2.7% at Age 55		13%
2% at Age 50	3% at Age 60		6%
Percentage of Local Safety Plans by Benefit Formula			
Earliest Retirement Age	Normal Retirement Age	Maximum Factor Age	% of Plans
1.426% at Age 50	2% at Age 55		7%
2% at Age 50	2% at Age 50	2.7% at Age 55	13%
	3% at Age 55		20%
	3% at Age 50		60%

*Comments*

The impact on employers and employees would vary based on each employer’s current level of benefits and whether the employees had previously elected as a group not to participate in Social Security. To the extent that the new formulas lower the retirement benefit, employer contribution rates would decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

For example, currently the average State Miscellaneous employee retires at age 60 with 23 years of service. Based on this average and the current 2 percent at age 60 benefit formula, a State Miscellaneous employee would receive 46 percent of his or her final compensation at retirement. Under the proposed formula, however, this same State employee would only receive 41.4 percent of his or her final compensation at retirement. An even bigger difference results when the proposed miscellaneous formula is compared to the most popular local miscellaneous formula of 2 percent at age 55 which would provide 53 percent of final compensation at age 60 with 23 years of service. A similar difference would result when the most popular local safety formula, 3 percent at age 50, with the new proposed safety option plan two formula. For a local safety employee that retires with 25 years of service at age 54, the current 3 percent at age 50 formula would result in a benefit of 75 percent of final compensation, while the proposed safety option plan two formula would result in a benefit of 60 percent of final compensation.

**2. Cap Compensation Earnable for the Purposes of Calculating Pension Benefits**

The Report would limit the amount of compensation that may be used to calculate the retirement benefit for new members, excluding judges, hired after January 1, 2013 to 100 percent of the amount of earnings subject to taxation by the Social Security’s Old-Age, Survivors, and Disability Insurance Program, otherwise known as the “Contribution and

Benefit Base,” for those employees participating in Social Security, or 120 percent of the Social Security contribution and benefit base for those employees not participating in Social Security. For earnings in 2012, the contribution and benefit base is \$110,100. The compensation cap would be adjusted annually based on changes in the Consumer Price Index (CPI) for all Urban Consumers. In addition, the Legislature would reserve the right to modify the annual CPI adjustments to the compensation cap prospectively.

A public employer would also be prohibited from offering a defined benefit or any combination of defined benefits, including a defined benefit offered by a private provider, on compensation in excess of this limitation. However, the employer could contribute to a defined contribution plan on behalf of an employee for compensation in excess of the limitation, subject to some limitations.

#### *Current Law*

Current State law imposes benefit limits, as a percentage of final compensation, on safety employees. The pensions for safety employees for both the State and local agencies are capped at either 80 percent or 90 percent of final compensation, depending on employment classification. Miscellaneous public employees are not subject to similar pension limits, although generally are covered by lower benefit formulas and are generally unlikely to reach 80 or 90 percent of final compensation.

Internal Revenue Code (IRC) 401(a)(17) already limits the amount of annual compensation that may be taken into account for purposes of determining retirement benefits paid by a pension plan to employees who were first hired on or after July 1, 1996. For 2012, the IRC 401(a)(17) limit is \$250,000. This amount is adjusted annually for inflation.

#### *Comments*

In general, this change would not impact the pension benefits of the majority of CalPERS members. For new members earning more than the Social Security contribution and benefit base, however, this change would result in a lower CalPERS retirement benefit (but could appear to result in a modest increase in take home pay since the employee’s contribution to the retirement fund would be based on a capped amount and hence smaller). It is possible that this change could ultimately have an adverse impact on public sector recruitment in areas that have historically experienced recruitment challenges due to higher pay for similar jobs in the private sector.

### 3. **Members to Contribute At Least One-Half of the Total Annual Normal Cost**

This Report would require all new members, as defined, to contribute at least 50 percent of the total annual normal cost of their pension benefit to the pension plan as determined by the actuary. An employee contribution could be more than 50 percent of the total annual normal cost if an increased contribution rate has been agreed to through the collective bargaining process and agreed to in an MOU, subject to additional requirements.

The bill establishes the standard of equal cost-sharing between the State and its employees. This standard creates the expectation that employees pay at least 50 percent of the normal cost for pensions, and finds that this equal sharing is currently the standard for most State employees, such as State miscellaneous employees. In addition, exempt employees, such as managers and appointees outside the civil service, are subject to the same contribution rate increases as their associated rank and file members shown in the table below. In addition, any savings realized by the State as a result of these additional employee contributions would be required to be allocated to any unfunded liability, subject to appropriation in the annual budget act.

	Employee Contribution Rates		
	Current	July 1, 2013	July 1, 2014
POFF BU 6	9%	10%	11%
State Safety (BU 1,3,4,7,9,10,11,14,15,17,20,21)	9%	10%	11%
POFF (BU 7 & 8)	10%	11.5%	13%
Industrial	8%	9%	
Tier II (State Misc. & Ind.)	0%	1.5%	
State Safety (BU 2)	10%	11%	
State Misc (BU 5)	10%	11%	
CHP	10%	11.5%	

For contracting agencies and school districts, the intent would be to increase the employee's contribution to 50 percent of the total annual normal cost through collective bargaining. However, if that is not accomplished through negotiations by 2018, the employer could increase employee contributions up to eight percent of pay for local miscellaneous and school members, up to 12 percent of pay for local police, firefighters, and county peace officers, and up to 11 percent of pay for all other local safety members.

*Current Law*

Normal cost is the contribution amount determined by the plan actuaries as necessary to fund an employee's benefit if specific investment and economic assumptions are met. When plan assets fall below this amount, such as when the investment and economic assumptions are not met, unfunded liability is created. Contributions toward annual pension costs generally come from both employees and employers. The employee contribution rate is generally fixed by statute or MOU, and typically varies from approximately five percent to 11 percent of an employee's salary. For employees who are contributing to Social Security, the pension contribution is in addition to their contribution to Social Security. The employer contribution is determined on an annual basis by CalPERS actuaries and includes normal costs and unfunded liabilities.

A provision in the Public Employees' Retirement Law (PERL) permits employee sharing of the cost of benefit improvements by amending the employer's contract with CalPERS.

*Comments*

This proposal would likely have a more significant impact on safety members than miscellaneous members because the normal cost for safety members is generally higher. This impact would be mitigated to the extent that new employees would be subject to a somewhat lower benefit formula. This proposal would add administrative workload to educate and inform all members annually about their upcoming contribution rates.

4. **Close Legislators' Retirement System (LRS) to New Members**

This Report would close the LRS to new members by prohibiting statewide constitutional officers and legislative statutory officers newly elected on or after January 1, 2013 from participating in the LRS. However, these individuals would be eligible for membership in CalPERS, as they are under current statute.

*Current Law*

The LRS was established in 1947. Members originally covered under the LRS include:

- Assembly and Senate Members
- Constitutional Officers
- Legislative Statutory Officers (Secretary of the Senate, Chief Clerk of the Assembly, Sergeant at Arms of the Senate, and Sergeant at Arms of the Assembly.)

In 1990, Proposition 140 amended the State Constitution (Section 4.5 of Article IV) to preclude Senate and Assembly members first elected on or after November 7, 1990 from participating in any retirement system other than the federal Social Security program. Senate and Assembly members elected before the passage of Proposition 140 are allowed to continue their membership in LRS.

Since 1990, the only new members allowed into the LRS are Constitutional Officers and Legislative Statutory Officers. There are currently only 14 active members of the LRS.

*Comments*

There do not appear to be significant disadvantages to closing the LRS to new members from an operational perspective. The Report does not appear to specifically address ongoing funding for the current and retired members of LRS, but we assume that the Legislature would continue to fund the LRS appropriately.

5. **Imposing Federal Contribution and Benefit Limits**

The Report would require all public retirement systems in California to adhere to the federal compensation limit under IRC Section 401(a)(17) for members who first join the retirement system on or after January 1, 2013. In addition, the Report would prohibit public retirement systems from administering a Replacement Benefit Plan (RBP) for any person who becomes a member of a specific system, such as CalPERS, on or after January 1, 2013.

*Current Law*

Among many key requirements for tax-qualified pension plans, federal law imposes a limit on the annual benefit amount that may be paid by a plan to a member and a limit on the annual compensation amount that can be used to compute retirement benefits, as follows:

- IRC 401(a)(17) limits the amount of annual compensation that may be taken into account for purposes of determining retirement benefits paid by a pension plan. This does not limit the salary a member may be paid; it limits the amount of salary that may be counted toward pension benefits. This limit is adjusted annually for inflation, and in 2012, the IRC 401(a)(17) limit is \$250,000. The IRC 401(a)(17) limit applies to employees who were first hired on or after July 1, 1996.
- IRC 415(b) limits the annual benefit a member can receive from a pension plan. This limit is adjusted annually for inflation, and varies depending on the age of the member at retirement, among other factors. In 2012, the IRC 415(b) limit for a member who retires at 62 with a straight-life annuity is \$200,000.
- Determination of whether a member's retirement benefit will be subject to the IRC 415(b) limit is made at retirement. The benefit limit is lower for members that retire before age 62 and certain safety employees.
- Some "grandfathered" members are not subject to the IRC 415(b) limitation and can receive higher benefits. They include persons who were members of CalPERS prior to January 1, 1990, provided the employer has provided no new or enhanced benefits since October 14, 1987 (e.g., one-year instead of three-year final compensation). However, if the employer has made a change in benefits since October 14, 1987, any increase in the allowance due to the enhanced benefit is not included in the "grandfathered" benefit, and is subject to the benefit limits.

For CalPERS members with a pension benefit amount that would be in excess of the IRC 415(b) limit (generally, \$200,000 in 2012), the PERL provides for payment of the excess amount through the CalPERS-administered Replacement Benefit Plan (RBP), which is separate from the pension trust fund. The RBP permits the payment of benefits that exceed the IRC 415(b) limit. RBP payments are made on a quarterly basis and are treated as wages to the retiree. Because pension trust fund assets are not used to pay RBP benefits, the RBP operates on a pay-as-you-go basis. The RBP may not be used to pay benefits that exceed the IRC 401(a)(17) limit, if applicable, (in 2012, \$250,000 of compensation that may be taken into account to determine benefits).

*Comments*

This change would not significantly impact CalPERS benefits or the administration of the System because CalPERS currently adheres to the federal compensation limit under IRC 401(a)(17) for all members to whom that section applies. In addition, this requirement would operate in concert with the limitation on pensionable income at 100 percent of Social

Security wage and contribution base so members would not achieve a retirement benefit at levels that would trigger federal statutory limits.

6. **Equal Health Benefit Vesting for Non-Represented and Represented Employees**

The Report would prevent a public employer from providing specific employees with health benefit vesting that is more advantageous than that provided generally to other public employees, including represented employees, of the same public employer who are in related retirement membership classification. Specifically, this prohibition would apply to employees who are: elected or appointed, a trustee, excluded from collective bargaining, exempt from civil service or an excluded manager.

*Current Law*

The CalPERS Health Benefits Program (Program) is governed by the Public Employees' Medical and Hospital Care Act (PEMHCA), and is administered by the CalPERS Board of Administration (Board). Every year, the Board determines health plan availability, covered benefits, health premiums, and co-payments. The Program purchases health benefits for the State of California and more than 1,100 public agency and school employers. The benefit design does not vary.

While the State is mandated into PEMHCA by statute, public agencies and school districts can elect to contract with CalPERS more selectively. This allows separate employee groups to negotiate different contribution levels and vesting schedules with their employers. A separate employee group can be based on an employee's member classification, bargaining unit, or excluded status.

*Comments*

This change would not significantly impact CalPERS benefits or the administration of the System.

7. **Prohibit Purchases of Airtime**

The Report would prohibit any member, current or future, of a public retirement system from purchasing nonqualified service, commonly referred to as "airtime," after January 1, 2013, unless the member had an official application on file with a public retirement system prior to January 1, 2013. This prohibition would not apply to other service credit purchases that do not fall within the scope of IRC Section 415(n)(3)(C), such as service credit purchases for military leave, maternity leave or service prior to membership.

*Current Law*

The IRC provides that a defined benefit plan, such as CalPERS, may permit members to purchase up to five years of nonqualified service credit, so called because it does not correspond to any service actually performed for a participating employer, subject to certain

limitations described in the IRC. The amount of service that may be purchased under this provision cannot exceed five years, and a member purchasing nonqualified service credit must have been a participant in the retirement plan for at least five years before being eligible to purchase the nonqualified service.

State law, enacted in 2003, allows eligible active CalPERS members with at least five years of credited State service to purchase up to five years of Additional Retirement Service Credit (ARSC). Inactive and retired members are ineligible for this purchase unless they make their election while still active members. Only one service credit purchase may be made by a member, even if the member chooses to purchase less than the maximum of five years, and credit must be purchased in whole-year increments. Approximately 49,000 members have elected to purchase ARSC. Of that total, 34,000 members have completed their payments for the service credits and the remaining members continue to make payments under installment plans.

ARSC is intended to be cost-neutral to employers. The member pays the full present value cost of the additional service credit. That cost is an estimate that includes assumptions with respect to the age at retirement, salary at retirement, age at death, and the retirement system's investment return.

#### *Comments*

While service credit purchases on a present value method are not expected to increase employer contributions, they do increase the risk to the employer in the form of higher volatility in employer rates if underlying assumptions, such as investment returns, do not occur as expected in the future. As such, this Report would appear to create neither a significant cost increase nor savings to the employer. It would, however, result in lowering risk to employers.

The Legislature provided public employees the option to purchase "airtime" in 2003, and therefore has the authority to remove this option for new public employees. However, eliminating this service credit purchase option for existing members of the retirement system may be subject to legal challenge on the basis that it is an impairment of vested rights.

### **Additional Protection for the Trust**

#### **1. Prohibit Retroactive Pension Increases**

The Report would prohibit public employers from granting retroactive pension benefit increases to current and future employees. Pension benefit increases could not be applied to service credit earned prior to the effective date of the contract amendment.

#### *Current Law*

Under current law, the State is authorized to negotiate with designated employee-representative organizations for retirement and other benefit formulas. Most contracting

agencies also engage in collective bargaining to determine employee salary and benefits. When employers agree to improve age and/or benefit factors for their employees who participate in CalPERS various retirement plans, the requires that the improved benefit formula apply not only to services rendered by active members on or after the effective date of the contract, but also to past service rendered for that employer by active members.

*Comments*

The application of this requirement to new employees would not appear to have a significant impact since the Report would also establish a maximum benefit formula for new employees. To the extent public employers might seek to provide retirement benefit formula increases to current employees in the future, this provision would reduce the costs to increase benefit formulas because increased formulas would not apply retroactively, and would reduce employer rate volatility that would otherwise be triggered by retroactive formula increases.

2. **Prohibit Pension Holidays**

The Report would require that the contribution to the defined benefit plan by the employer and employee would not be less than the total annual normal cost for the plan year.

*Current Law*

Retirement boards have exclusive actuarial authority and the responsibility to establish employer contribution rates that properly fund the retirement benefits of its members, as established by the State Constitution and by statute. Employees typically contribute a fixed percentage of their earnings to the plan. The employee contribution rate is generally fixed by statute or MOU. The employer contribution for a fiscal year is generally the difference between the employee contribution and the amount necessary to fund the system.

Employer rates are based on the actuarial accrued liability. The actuarial accrued liability is usually the amount needed on hand to pay for all accrued benefits. If assets on hand exceed the actuarial accrued liability, then the employer rate would be less than the normal cost of benefits. If the assets are less than the actuarial accrued liability, the employer rate would be greater than the normal cost of benefits.

*Comments*

In 2005, the Board adopted an Employer Rate Stabilization Policy (Policy) to help reduce volatility in employer contribution rates. This Policy made changes to the Board's existing actuarial asset smoothing and amortization policies, and added a new minimum contribution policy. In order to minimize employer contribution holidays, this Policy requires that any surplus be amortized over a period of 30 years. Under this Policy, employers can still obtain a full contribution holiday especially if they are very well funded. The 30-year period was selected to be consistent with the Governmental Accounting Standards Board (GASB) requirement that any surplus cannot be amortized over a period exceeding 30 years.

For those situations when an employer's plan is 100 percent funded, the Report would still require employer contributions which would strengthen the trust. This provision appears to apply to the employer, not to CalPERS, and hence appears to be consistent with the Board's constitutional authority to set rates.

### 3. Calculate Benefits Based on Regular, Recurring Pay

This Report would define, for the purposes of determining new members' retirement benefits, "pensionable compensation" as a member's normal monthly rate of pay or base pay paid in cash to similarly situated members of the same employment group or class for services rendered on a full-time basis during normal working hours, pursuant to a publicly available pay schedule. Further, "pensionable compensation" could not exceed 100 percent of the federal Social Security contribution and benefit base for members participating in Social Security or 120 percent for members not participating in Social Security.

"Pensionable compensation" would not include any of the following:

- Any compensation paid to increase a member's retirement benefit;
- Compensation that has been provided in-kind to the member or paid to a third-party and converted to a cash payment to the member;
- Any one-time or ad hoc payment;
- Severance payments received by the member while still employed;
- Payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off;
- Payments for additional services rendered outside normal working hours;
- Any employer-provided payments or allowances for housing, vehicles, or uniforms;
- Any overtime pay, except as specified;
- Employer contributions to deferred compensation or defined contribution plans;
- Any bonus;
- Any form of compensation a public retirement board determines is inconsistent with the definition in this code section; and
- Any other form of compensation a public retirement board determines should not be pensionable compensation.

For new members, final compensation would be determined using the highest three-year average of "pensionable compensation."

#### *Current Law*

The current definition of final compensation is the highest average "compensation earnable" by a member during 12 or 36 consecutive months of employment at any time during employment with a CalPERS-covered employer. For CalPERS purposes, "compensation earnable" is comprised of *pay rate* and *special compensation* and must be in written schedules, ordinances, or similar documents that are available for public scrutiny.

Pay rate means the normal monthly rate of pay or base pay of the member pursuant to publically available pay schedules paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours. Special compensation is limited to compensation that is received by a member pursuant to a labor policy or agreement for similarly situated members of a group or class of employment and is reported in addition to and separately from pay rate.

*Comments*

This change would have a more significant impact on local agency safety members than miscellaneous members because historically more than 95 percent of local safety members have received special compensation that is creditable to their pension benefits. Using regular rates of pay to calculate the final compensation for new employees would protect the pension trust by reducing compensation volatility

4. **Require Three-Year Final Compensation**

The Report would require that pension systems determine the final compensation for all employees hired on or after January 1, 2013 based on the employee's highest annual compensation earnable averaged over a consecutive 36-month period.

*Current Law*

Under current law, State employees hired on and after January 15, 2011, have their final compensation amount determined by the highest average compensation earnable earned in a 36-month consecutive time period. School members are currently subject to a final compensation period of 12 months.

Local government employers have the option to contract for final compensation periods of either 12 months or 36 months. Currently, 62 percent of local agency miscellaneous plans are subject to a final compensation amount determined by the highest average compensation earned in a 12-month consecutive time period and 71 percent of local agency safety plans use a 12-month consecutive time period.

*Comments*

This provision would not result in any change for State employees, but would have an impact on school districts. The impact on local contracting agencies would depend on whether each contracting agency has contracted for one-year or three-year final compensation. For those employers that are required to move to a three-year final compensation period for new employees, this provision would add protection to the pension trust by spreading compensation changes over a longer period of time. This provision would streamline CalPERS administration over time by aligning calculation methodologies.

## 5. **Final Compensation for Local Elected Members**

This Report would require the final compensation for local elected members first elected on or after January 1, 2013 to be based on the highest average annual pensionable compensation earned by the member during the period of service as a local elected member. If local elected member's service is less than 36 months, the entire period of that individual's service would be used to determine the final compensation.

### *Current Law*

Current law provides "optional" membership to some officials elected or appointed to a fixed term of office with a city or county. Optional members of CalPERS are excluded from membership unless and until they elect such membership.

For local officials elected on or after July 1, 1994, current law requires that the final compensation for credit earned for service as a local elected member be based on the highest average annual compensation earned in the city or county elective service.

### *Comments*

This provision would not impact CalPERS because currently, local elected members' CalPERS pension benefits associated with that city or county elective service are calculated using the final compensation earned for such city or county elective service.

## **Broader Employment Issues**

### 1. **Felons Forfeit Pension Benefits**

The Report would expand the existing felony forfeiture provision to apply to all current and future public employees and would expand the list of felonies covered by that provision to include:

1. A felony for conduct arising out of or in the performance of the public employee's official duties, in pursuit of the office or appointment, or in connection with obtaining salary, disability retirement, service retirement, or other benefits; and
2. A felony that was committed within the scope of a public employee's official duties against or involving a child who he or she has contact with as part of his or her official duties.

A public employee convicted of a felony under these circumstances by a state or federal trial court under state or federal law would forfeit all of the retirement benefits earned or accrued after the date of the commission of the felony.

### *Current Law*

In limited circumstances, current law requires elected officials who are elected or reelected to public office on or after January 1, 2006, and who are convicted of a felony involving

accepting or giving or offering to give any bribe, embezzlement of public funds, extortion or theft of public money, perjury, or conspiracy to commit such crimes arising directly out of his or her official duties as an elected public officer, to forfeit all rights and benefits under and membership in any public retirement system that are attributable to service in the public office held when the felony occurred. To the extent the member might be eligible for health benefit vesting, the forfeiture of retirement service credit can result in the loss of health benefit coverage as well.

### *Comments*

This proposal would expand felony forfeiture provisions that currently apply to elected public officials by expanding the scope of felonies covered and by applying them to all current and future public employees. Although the Legislature has the authority to apply these provisions to newly hired public employees, application to current employees may not be constitutional in all cases. Therefore, this provision could be subject to legal challenge based on the argument that it impairs the vested rights of current members of the pension system.

## 2. **Limit Post-Retirement Public Employment**

The Report would make the following changes to post-employment rules:

- Limit all employees who retire from public service from working more than 960 hours or 120 days per year for any public employer in the same public retirement system from which the retiree receives benefits.
- Require a 180-day "sit-out" period before a retiree could return to work except under the following circumstances:
  - The governing body of the employer in a public meeting certifies that the appointment is necessary to fill a critically needed position, and cannot do so using a consent calendar.
  - For State employment, CalHR may make the determination that the appointment fills a critically needed position or delegate the determination to an individual State agency. If it delegates this determination: CalHR must audit the delegated agency's appointment process.
  - The retiree is eligible to participate in the Faculty Early Retirement Program for California State University academic employees pursuant to collective bargaining.
  - The retiree is a public safety officer or firefighter.
  - The retiree is a trustee, administrator or fiscal advisor appointed to address academic or financial weaknesses in a school or community college district, pursuant to specified requirements.
  - The retiree is a subordinate judicial officer whose position, upon retirement, is converted to a judgeship and he or she returns to work in the converted position.
  - The retiree is a person taking office as a judge, as specified.
- Require the 180-day "sit-out" period for retirees who received either a golden handshake or some other employer incentive to retire; no exceptions.

- Require a public retiree appointed to a full-time State board or commission to suspend his or her retirement allowance and become an active member of CalPERS, or to serve without compensation. If a retiree serves as a non-salaried appointee, he or she does not earn any service credits or benefits for such service. This provision does not apply to appointees to the Parole Board.

*Current Law*

Under the PERL, retired annuitants may be employed by a public agency under specified conditions, generally to address a short-term or specialized need, and with restrictions on the amount of time worked in a year. For State employees, classified school employees, and CalPERS contracting agencies, retired annuitants are limited to 960 hours or 120 working days per year and must be filling a position needing a specialized skill or during an emergency, with limited exemptions.

*Comments*

It is unlikely that this provision would have any measurable fiscal impact on CalPERS retirement system funding, risk level, or contribution rates. CalPERS and other retirement systems may incur workload costs associated with auditing employers for compliance, but these changes would not significantly impact CalPERS benefits or the administration of the System.

3. **Actuarially Reduced Industrial Disability Retirement Benefits for CalPERS Public Safety Members**

The Report would provide a safety member who qualifies for an Industrial Disability Retirement, an actuarially reduced retirement formula, as determined by the CalPERS actuary, for each quarter year of service age less than age 50, if that amount would be higher than 50 percent.

*Current Law*

Local safety members who become disabled as the result of a work-related injury or illness are eligible to receive industrial disability. This benefit pays the member 50 percent of the member's compensation as a lifetime retirement benefit. If the member is eligible to retire for service retirement, and the member's retirement allowance would be greater than 50 percent of the member's compensation, the member will receive a service retirement instead of an industrial disability allowance.

*Comments*

Some public safety members become disabled late in their careers but before reaching minimum retirement age. In this case, they have earned enough years of service to equal a benefit greater than 50 percent of compensation if they were to be eligible to retire on service retirement. For example, under certain CalPERS formulas, a member receives three percent

of compensation for each year of service. A member who has 25 years of service at age 47 would receive 50 percent of his or her compensation for those 25 years upon retirement. This change appears reasonable in that it allows members to receive a benefit that is more closely aligned to their years of service.

#### 4. **Contracting Agency Liability for Excessive Compensation**

The Report would require CalPERS (for plans we administer) to develop requirements for defining a significant increase in actuarial liability for a former contracting agency due to excessive compensation paid by a subsequent contracting agency (which may occur due to final compensation being applied to all years of service), and to develop a plan to assess that excess liability to the contracting agency that paid the excessive compensation.

##### *Current Law*

Generally, reciprocity for public pension benefits allows public employees to change employers without a loss of benefits. This portability of benefits may be limited in several ways, depending on the employer(s) and the retirement system(s) involved. A form of salary reciprocity exists for CalPERS members moving between public employers in CalPERS-covered service, including the State, schools, and contracting agencies, whereby the member's highest compensation earnable for any CalPERS employer is used to calculate his or her retirement benefit.

Liabilities to cover the cost of benefits paid to members for service with multiple CalPERS employers is calculated when the actuarial office performs its annual valuations of each employer's plan. This is considered "transferred members' liability" and is shared among the member's current and former employers through changes in their annual contribution rates.

##### *Comments*

Reciprocity eliminates the adverse consequences a member might otherwise suffer when moving from one retirement system to another. This provision tasks CalPERS with developing a process that retains the advantages of reciprocity while reducing the long-term risk for government agencies that do not pay their employees excessive contributions and more explicitly the implications to agencies that choose to pay excessive compensation.

Because this provision would allow CalPERS to establish the guidelines for what constitutes a "significant increase in actuarial liability" that makes one contracting agency responsible for a portion of another's benefit liabilities, CalPERS would also consider the administrative expense of tracking member compensation, making additional actuarial computations, and executing the transfers during the development process, with an eye toward keeping those costs at a reasonable level while meeting the Legislature's intent. It is also unlikely that CalPERS would be able to promulgate the necessary regulations to implement this provision by January 1, 2013.

## FISCAL ANALYSIS

Due to the timing of the Conference Committee hearing and release of the Report, the actuarial staff was unable to complete a fiscal costing to be included in this preliminary analysis. However, the actuarial office hopes to be able to provide some high-level estimates at the special Board meeting on Wednesday, August 29, 2012.

## ADMINISTRATION AND IMPLEMENTATION ISSUES

The provisions contained in the Report would go into effect on January 1, 2013. Despite the aggressive timeline, staff believes CalPERS could implement the new defined benefit formulas and the other various components contained in the Report as required. However, it would require an enterprise-wide effort with redirection of resources from other mission-critical projects and services. Service levels would almost certainly be negatively impacted as program staff is redirected from their core workload priorities to this implementation.

It is important to note that these changes would result in amendments to all of the approximately 2,200 contracting agency contracts. CalPERS would work with these agencies to ensure that updated contracts reflect the new benefit levels. Public agency contract changes would not be executed before January 1, 2013. However, the statute would still apply and we would not expect this to impair implementation of the statute.

In addition, we do not yet know how the changes contained in the Report would affect the processes and systems of our participating employers. Implementation of these proposals would require extensive business partner education and outreach to ensure correct reporting occurs. Any difficulties that employers experience adjusting to the new laws could result in further service-level delays, reporting errors, and increased workload for CalPERS staff.

Implementation would require expenditure of funds to reprogram computer systems, revise published materials and forms, train staff on new requirements, promulgate regulations, and realign business processes. These implementation activities would be primarily funded from the PERF (to the extent they apply to PERF benefits), and are anticipated to cost less than \$25 million.

### *Vested Rights*

Based on our initial review of the Report, we believe that two proposals in the Report could raise vested rights issues. There are two aspects of the Report that may be subject to challenge based on an argument that they impair the vested rights of existing employees, including: (i) the elimination of the ability of current employees to purchase nonqualified service credit under existing terms prior to retirement; and (ii) felony forfeiture by existing members who have already acquired substantial rights to their pensions. CalPERS has published a summary of vested rights and that document is available on our website: *Vested Rights of CalPERS Members – Protecting the pension promises made to public employees.*

*Conforming Amendments*

Other aspects of the Report would likely require further clarification or amendments to address implementation issues. At a minimum, conforming amendments to the PERL and regulations would also be necessary and cannot be accomplished by January 1, 2013.

CONCLUSION

The Conference Committee Report has the potential to have a far-reaching impact on public pensions in California. Our preliminary review finds that most of the changes could have moderate impact on the administration of CalPERS. Over time, these proposals would ultimately improve our administration by eliminating current complexities in final compensation periods, compensation calculations and the multitude of benefit formulas. Until the phase-out of current employees occurs, it would require dual administration of these provisions by CalPERS. We look forward to working with the Legislature, the Governor, our employers and members to fully implement this legislation, should it be enacted.



October 17, 2012  
NCTPA Agenda Item 8.3  
Continued From: New  
**Action Requested: APPROVE**

## **NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Program Manager-Finance  
(707) 259-8779 / Email: [aonorato@nctpa.net](mailto:aonorato@nctpa.net)  
**SUBJECT:** Resolution No. 12-27 Authorizing the Reprogramming of the Lifeline Transportation Program Cycle 2 Funding

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### **RECOMMENDATION**

The Napa County Transportation and Planning Agency (NCTPA) Board adopt Resolution No. 12-27 (Attachment 1) authorizing the reprogramming of \$70,688 Cycle 2 Lifeline Program of Projects to VINE Express Route 29 Lifeline Program.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

Metropolitan Transportation Commission (MTC) Resolution 3881 (Attachment 2) programmed \$1,066,395 for Cycle 2 Lifeline Program of projects for FY 2009-2011. One (1) of the five (5) projects approved in the program, VINE Route 11, has an unallocated balance of \$70,688 remaining and available for reprogramming toward other eligible Lifeline programs because the Route was eliminated. Staff proposes to reprogram the \$70,688 for operating assistance of the VINE Express Route 29, also a Lifeline-eligible project.

### **PROCEDURAL REQUIREMENTS**

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

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**FINANCIAL IMPACT**

Is there a fiscal impact? Yes. \$70,688 will be reprogrammed. Net impact is \$0.

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: No.

Consequences if not approved: NCTPA will need to use Transportation Development Act (TDA) funds to support the operations of VINE Express Route 29 in lieu of State Transit Assistance (STA) Lifeline funds.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

An additional \$70,688 in FY 2009-2011 in STA Cycle 2 Lifeline funds became available when the VINE Route 11 was eliminated - VINE rural connector service between Calistoga and Santa Rosa.

VINE Route 11 was discontinued on July 31, 2010, and the remaining funding of \$70,688 was not reprogrammed for other programs. Per MTC guidelines, NCTPA can move Lifeline Transportation Program Cycle 2 (LTP2) STA balances to any other Lifeline eligible project in the County.

STA funds are eligible for public transportation purposes including community transit services, transit capital and operations, including:

- New, continued or expanded fixed-route service
- Purchase of vehicles
- Shuttle service if available for use by the general public
- Purchase of technology (i.e. GPS, other ITS applications)
- Capital projects such as bus stop improvements, including bus benches, shelters, etc.
- Various elements of mobility management, if consistent with STA program purpose and allowable use. These may include planning, coordinating, capital or operating activities.

Staff proposes to reprogram the remaining balance of \$70,688 to VINE Express Route 29 operations. NCTPA was recently informed by MTC that Regional Measure 2 (RM2) funding for the northern portion of the VINE Express service between the northern border of the City of Napa to Calistoga is no longer eligible for RM2 funding. This reprogramming of funds will help fill the funding gap left by the withdrawal of RM2 funds for the northern portion of the route. Job Access Reverse Commute (JARC) will fund the remaining gap left by the rescission of RM2 funds and allow the northern portion of VINE Route 29 to continue operation through the end of the fiscal year.

### **SUPPORTING DOCUMENTS**

Attachments: (1) Resolution No. 12-27  
(2) MTC Resolution 3881 Attachment 1

**RESOLUTION No. 12-27**

**A RESOLUTION OF THE  
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)  
AUTHORIZING THE REPROGRAMMING OF THE  
THE LIFELINE TRANSPORTATION PROGRAM CYCLE 2 FUNDING**

**WHEREAS**, the Metropolitan Transportation Commission (MTC) has established a Lifeline Transportation Program to assist in funding projects that (1) are intended to result in improved mobility for low-income residents of the nine San Francisco Bay Area counties; (2) are developed through a collaborative and inclusive planning process; and (3) are proposed to address transportation gaps and/or barriers identified through a substantive community-based transportation plan or are otherwise based on a documented assessment of needs; and

**WHEREAS**, MTC has adopted principles, pursuant to MTC Resolution No. 3881, to guide implementation of the Lifeline Transportation Program for the three year period from FY 2008-09 through FY 2010-11, and has designated the County Congestion Management Agency (or another countywide entity) in each of the nine Bay Area counties to help with recommending project selections and project administration; and

**WHEREAS**, Napa County Transportation and Planning Agency (NCTPA) has been designated by MTC to assist with the Lifeline Transportation Program in Napa on behalf of MTC; and

**WHEREAS**, Project Number 31, "VINE Route 11- Extend operations of VINE rural connector service (route 11) between Calistoga and Santa Rosa" was discontinued as of July 31, 2010; and

**WHEREAS**, \$70,688 in State Transit Assistance (STA) Tier 2 Lifeline funds have become available for reprogramming due to the discontinuation of VINE Route 11; and

**WHEREAS**, NCTPA is allowed to reprogram the available funds to another Lifeline-eligible Transportation program; and

**WHEREAS**, MTC will no longer fund the VINE Express Route 29 between the northern border of the City of Napa and Calistoga with Regional Measure 2 (RM2) funds; and

**WHEREAS**, NCTPA, after review, recommends the \$70,688 be reprogrammed to fund the VINE Express Route 29 between the northern border of the City of Napa and Calistoga; and

**WHEREAS**, NCTPA certifies that the project(s) and purpose(s) for which funds are being requested is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and with the

State Environmental Impact Report Guidelines (14 California Code of Regulations Section 1500 et seq.) and if relevant the National Environmental Policy Act (NEPA), 42 USC Section 4-1 et seq. and the applicable regulations thereunder; and

**WHEREAS**, there is no legal impediment to NCTPA making the funding request; and

**WHEREAS**, there is no pending or threatened litigation which might in any way adversely affect the ability of NCTPA to deliver the proposed project(s) for which funds are being requested:

**NOW THEREFORE BE IT RESOLVED**, that NCTPA requests that MTC reprogram funds available under its Lifeline Transportation Program, in the amount of \$70,688 to the VINE Route 29 service, for which NCTPA is eligible; and be it further

**RESOLVED**, that NCTPA shall forward a copy of this Resolution, and such other information as may be required, to MTC, and such other agencies as may be appropriate.

Passed and Adopted this 17<sup>th</sup> day of October, 2012

\_\_\_\_\_  
Keith Caldwell, NCTPA Chair

Ayes:

Nays:

Absent:

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Janice Killion, NCTPA Legal Counsel

**Second-Cycle Lifetime Program of Projects - Tier 1 & 2 (FY 2009-2011)**

Project	Agency	Project Description	Estimate	Actual	Balance									
25	Alameda County	Alameda County Transit Hub and Donohue Street ADA improvements	77,510	77,510	0	77,510	77,510	0	77,510	77,510	0	77,510	77,510	0
26	Alameda County	Alameda County Transit Hub and Donohue Street ADA improvements	270,000	270,000	0	270,000	270,000	0	270,000	270,000	0	270,000	270,000	0
27	San Rafael	San Rafael Transit Hub and Donohue Street ADA improvements - Phase 2	435,638	435,638	0	435,638	435,638	0	435,638	435,638	0	435,638	435,638	0
28	San Rafael	San Rafael Transit Hub and Donohue Street ADA improvements	233,000	233,000	0	233,000	233,000	0	233,000	233,000	0	233,000	233,000	0
County Bid Target			1,026,038	1,026,038	0	1,026,038	1,026,038	0	1,026,038	1,026,038	0	1,026,038	1,026,038	0
Proposed Programming			512,890	512,890	0	512,890	512,890	0	512,890	512,890	0	512,890	512,890	0
Unprogrammed Balance			513,148	513,148	0	513,148	513,148	0	513,148	513,148	0	513,148	513,148	0

Project	Agency	Project Description	Estimate	Actual	Balance									
29	NCTPA	Rolling stock acquisition	274,290	274,290	0	274,290	274,290	0	274,290	274,290	0	274,290	274,290	0
30	NCTPA	Napa Shuttle, FlexRIDE Shuttle and VINE Express	322,931	322,931	0	322,931	322,931	0	322,931	322,931	0	322,931	322,931	0
31	NCTPA	VINE Rural II	70,688	70,688	0	70,688	70,688	0	70,688	70,688	0	70,688	70,688	0
32	NCTPA	Bus passenger accommodations	178,992	178,992	0	178,992	178,992	0	178,992	178,992	0	178,992	178,992	0
33	NCTPA	Agricultural Worker Vapool Program	135,000	135,000	0	135,000	135,000	0	135,000	135,000	0	135,000	135,000	0
County Bid Target			884,901	884,901	0	884,901	884,901	0	884,901	884,901	0	884,901	884,901	0
Proposed Programming			597,221	597,221	0	597,221	597,221	0	597,221	597,221	0	597,221	597,221	0
Unprogrammed Balance			287,680	287,680	0	287,680	287,680	0	287,680	287,680	0	287,680	287,680	0



October 17, 2012  
NCTPA Agenda Item 8.4  
Continued From: New  
**Action Requested: APPROVE**

## **NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Program Manager-Finance  
(707) 259-8779 / Email: [anonorato@nctpa.net](mailto:anonorato@nctpa.net)  
**SUBJECT:** Request for Proposals (RFP) 2012-03 Property Management  
Services for the Soscol Gateway Transit Center

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve the release of a RFP 2012-03 (Attachment 1) for Property Management Services at the Soscol Gateway Transit Center.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

The Soscol Gateway Transit Center (SGTC) is due to be completed in November 2012. Staff proposes to identify a qualified property management firm who will provide the necessary expertise in managing and maintaining the property.

### **PROCEDURAL REQUIREMENTS**

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

### **FINANCIAL IMPACT**

Is there a fiscal impact? Yes. The amount is undetermined at this point until we receive bid proposals from interested firms.

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: Yes. The contract, if signed, will initially be for a three year period, with two- one year options to extend the contract.

Consequences if not approved: NCTPA may fall out of compliance with Federal, State, and local laws on managing the property.

### **CEQA REQUIREMENTS**

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

### **BACKGROUND AND DISCUSSION**

The Napa County Transportation and Planning Agency (NCTPA) will move into the new SGTC in November 2012 with transit operations beginning in December 2012. Since NCTPA is the owner of the property, the Agency is responsible to keep the property in a state of good repair. NCTPA would like to invite proposals from qualified, competent, knowledgeable, and experienced property management companies that will provide full-service property management and operations services to administer duties and responsibilities set forth in the Request for Proposals (RFP).

The property manager will be responsible, but is not limited to, the operations, maintenance and servicing of all interior and exterior building areas, utilities, public areas on the property, parking lot, bus bays, janitorial services, and landscaping.

Staff has prepared a RFP to solicit proposals from qualified firms to provide property management for the SGTC. These services will include the operations and maintenance as stated above, preparation of the annual operation budget for the property, emergency responses to after hour calls for emergency repairs, weekly inspection reports to NCTPA, monitoring/evaluation of maintenance and recommendations for improvement, and to schedule yearly inspections to comply with all federal, state and local laws.

### **SUPPORTING DOCUMENTS**

Attachment: (1) Request for Proposals 2012-03 Property Management Services for Soscol Gateway Transit Center

## REQUEST FOR PROPOSALS

### Property Management Services for Soscol Gateway Transit Center RFP #2012-03

Dear Proposers,

The Napa County Transportation and Planning Agency (NCTPA) is issuing a Request for Proposals (RFP) from qualified firms to perform comprehensive professional property management services for the downtown Soscol Gateway Transit Center located at 625 Burnell Street in the City of Napa. NCTPA 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).

To obtain a full copy of the RFP, please contact NCTPA at (707) 259-8631 or download the document in PDF format from our website at:

<http://www.nctpa.net/bsn-emp/bsn-procurement/procurement-opportunities.html>

All inquiries pertaining to this RFP should be directed to Larry Gawell, Chief Procurement Officer at the following email address: [lgawell@nctpa.net](mailto:lgawell@nctpa.net) no later than **Wednesday, October 29, 2012 by 3:00pm**. Responses to all questions submitted that may have a material impact on the proposal will be posted on the NCTPA website by **Wednesday, October 31, 2012** at:

<http://www.nctpa.net/bsn-emp/bsn-procurement/procurement-opportunities.html>

The subject line for questions submitted in writing should include reference to: "Questions – NCTPA RFP #2012-03 Property Management Services".

Proposals must be received no later than **Wednesday, November 7, 2012 by 2:00 pm local time**. Late proposals will not be considered.

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

Mr. Larry Gawell  
Chief Procurement Officer  
Napa County Transportation and Planning Agency  
707 Randolph Street, Suite 100  
Napa, California 94559-2912

All correspondence and transmittals should be complete, sealed and clearly marked as "**Proposal Submittal, RFP #2012-03 Property Management Services**" and should indicate the date and time of RFP closing. The proposer must submit an original proposal and 2 copies (3 in total).

We look forward to receiving a proposal from your firm.

Sincerely,

Kate Miller,  
Executive Director

**REQUEST FOR PROPOSALS**  
**Property Management Services**

(RFP #2012- 03)

Issued by:



Release Date: October 17, 2012

**RESPONSES DUE**  
**2:00 pm (local time) November 7, 2012**  
at the  
Napa County Transportation & Planning Agency  
707 Randolph Street, Suite 100  
Napa, CA 94559

Release of RFP authorized by:

\_\_\_\_\_  
Kate Miller, NCTPA Executive Director                      Date

\_\_\_\_\_  
Larry Gawell, NCTPA Procurement Officer                      Date

\_\_\_\_\_  
Janice Killion, NCTPA Legal Counsel                      Date

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## PROCUREMENT SCHEDULE

### KEY RFP DATES

Issue Date:	Wednesday, October 17, 2012
Pre-proposal Conference:	Wednesday, October 24, 2012 at 11:00am
Deadline for Submitting Written Questions:	Monday, October 29, 2012 at 3:00pm
Answers to Written Questions Posted:	Wednesday, October 31, 2012
Deadline for Proposal Submittal:	Wednesday, November 7, 2012 by 2:00pm
Interviews (if needed):	November 12 <sup>th</sup> to November 14, 2012
Final Selection:	Friday, November 16, 2012
Award Contract:	Wednesday, November 21, 2012
Notice to Proceed:	Upon Contract Signing

(dates and times subject to changes without prior notice)

# Request for Proposal (RFP #2012-03)

## Property Management Services

### SECTION 1 – INTRODUCTION

The Napa County Transportation and Planning Agency (NCTPA) is a joint powers authority established in June of 1998 with members including the cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, and the County of Napa. The work activities of NCTPA are defined by the joint powers agreement and overseen by the Board of Directors made up of elected officials from the respective member agencies, and an ex-officio member from the Paratransit Coordinating Council (PCC).

NCTPA 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. NCTPA is charged with coordinating short and long term planning and funding within an intermodal policy framework in the areas of highways, streets and roads, transit and paratransit, and bicycle improvements.

NCTPA is soliciting proposals from qualified firms to perform comprehensive professional property management services for its downtown Napa Soscol Gateway Transit Center located at 625 Burnell St. at 4<sup>th</sup> Street. The work will include, but not limited to, property maintenance, professional management and preparation of monthly accounting and activity report. See Attachment A for further details.

#### A. GENERAL

The Soscol Gateway Transit Center (SGTC) is expected to become operational in November 2012. The SGTC is being constructed on 1.3 acres of property of the intersection of Burnell St. and 4<sup>th</sup> Street. The building design is the first public building to meet the new Napa County Green Building Ordinance standards, consistent with LEED standards.

Upon completion, the SGTC will be the major hub for local transit services in downtown Napa and Napa County and will improve VINE Transit ability to make efficient connections for intercity bus services. It will serve as a major connection for bus passengers with trips beginning or ending in the City of Napa. NCTPA will own and operate the SGTC and will be the property's main tenant.

The following functions will be accommodated at the property (all square footage are approximations):

### **SITE**

The 1.3 acre site includes:

- Ten (10) bus bays for passenger loading and unloading
- Bus circulation drives
- Passenger waiting area with eight (8) bus shelters
- Sidewalks on north and east side of building
- Employee, customer, and visitor parking (44 parking spaces, 2 with electric charging stations for four (4) parking spaces)
- Landscaping throughout
- Security fence on south side and west side of property separating adjacent parcel
- Administrative offices on 2<sup>nd</sup> floor with elevator access
- Board and public meeting facilities on ground floor
- Unfinished office space on first floor
- Public ticket office, bus operator break room, and public restrooms on first floor
- Bike Lockers on site (south area of building)

- A. **Bus Transit Center:** At least ten (10) VINE Transit bus routes with a total of two hundred fifty (250) will enter and exit on a typical day. Ten (10) bus bays and ten (10) bus shelters will be provided for VINE Transit buses. Bus activity may be expanded in the future with the addition of other buses from different jurisdictions such as Greyhound Lines, Amtrak Bus or SolTrans (Solano Transit).

#### **Bus Bays**

- Ten (10) bus bays for buses to enter and exit property. Two (2) bus bays adjacent to Burnell St.: 21,500 sq ft
- Eight (8) bus shelters on concrete islands.

- B. **Parking:** Parking will be provided for employees and customers using the facility. Approximately forty-four (44) spaces are planned. Four (4) parking station will be reserved and equipped with two (2) electric charging stations for plug-in vehicles. 12,600 sq. ft.

- C. **Building:** The new 8,400 square foot building will accommodate the following uses:

- Passenger Waiting Area
- VINE Transit Customer Service Center
- Administrative Offices
- Board and public meeting facilities
- Public Restrooms
- Conference Room
- Ticket office and bus operator break room

The building is 8,400 square feet on 1 ½ levels. Tenants of the building are NCTPA (administrative offices on 2<sup>nd</sup> floor) and Veolia Transportation (customer services area on ground floor). Approximate square footage and general use(s) are described below:

- VINE Transit customer service office: 280 sq. ft.
- NCTPA administrative offices: 6,400 sq. ft.
- Board and public meeting facilities – xxx sq. ft.
- Storage facilities – xxx sq. ft.
- Customer waiting area: 5,400 sq. ft. on east west and north side of building.
- Closets, elevator, IT room, restrooms, driver eating area, storage: 434 sq ft.

## SECTION 2 - INSTRUCTIONS TO PROPOSERS

### A. Pre-Proposal Conference

A pre-proposal conference will be held on on-site at 625 Burnell St. on **Wednesday, October 24, 2012, at 11:00am**. All proposers are strongly encouraged to attend. A conference phone number will **NOT** be made available for proposers to call into the meeting. Please RSVP with your intention to attend the meeting to view the site. Call 1-707-259-8631.

### B. Examination of Proposal Documents

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

### C. Addenda/Clarifications

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested in writing. All inquiries pertaining to this RFP should be emailed to Larry Gawell, Chief Procurement Officer, at the following email address: [lgawell@nctpa.net](mailto:lgawell@nctpa.net) no later than **October 29, 2012 by 3:00 pm**. Responses to all questions submitted that may have a material impact on the proposal will be posted on the NCTPA website:

<http://www.nctpa.net/bsn-emp/bsn-procurement/procurement-opportunities.html>

by **October 31, 2012**. The subject line for questions submitted in writing should include reference to: **"Questions – NCTPA RFP #2012-03 Property Management Services"**. Inquiries received after the date and time stated above will not be accepted and will be returned to the senders without response.

**D. Submission of Proposals**

All proposal submittals shall be transmitted with a cover letter. The person authorized by the firm/team to negotiate a contract with NCTPA shall sign the cover letter and the letter shall include the name, title, address, email address and the telephone number of the individual to whom correspondence and other contacts should be directed during the Proposer selection process. Address the cover letter as follows:

Mr. Larry Gawell  
Chief Procurement Officer  
Napa County Transportation and Planning Agency  
707 Randolph Street, Suite 100  
Napa, California 94559-2912

The Proposer shall submit three (1 original plus 2) hard copies and one (1) electronic CD copy in PDF format of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address, and clearly marked as follows:

**"Proposal Submittal-NCTPA RFP No. 2012-03 Property Management Services"**

Proposals must be received no later than **November 7, 2012 by 2:00pm** local time. Late proposals will not be considered.

A proposer may object to a provision of the RFP on the grounds that it is biased, unduly restrictive or arbitrary or to the selection of a particular Proposer on the grounds that NCTPA procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Executive Director a written explanation of the basis for the protest:

1. Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed not later than five days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by NCTPA. Any protest based on such grounds not filed within this period will not be considered by NCTPA.

- E. Any bid protests regarding the evaluation of bids or proposals by NCTPA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with NCTPA no later than 72 hours after the protestor's receipt of NCTPA's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by NCTPA.

All documents submitted as part of the proposal will be deemed confidential during the evaluation process. After the award of a contract, any material submitted by a proposer in response to this RFP is subject to public inspection under the California Public Records Act (Government Code Sections 6250 et seq.) unless exempt by law. The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure.

F. Withdrawal of Proposal Submittal

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

G. Rights of NCTPA

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

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

NCTPA reserves the right to:

1. Reject any or all proposal submittals
2. Issue one or more subsequent RFQs and/or RFPs
3. Postpone opening for its own convenience
4. Remedy technical errors in the RFP process
5. Approve or disapprove the use of particular sub Proposers
6. Negotiate with any, all, or none of the Proposers responding to this RFP
7. Award a contract to one or more Proposers
8. Waive informalities and irregularities in any proposal

## H. Contract Type

It is anticipated that the initial agreement resulting from this solicitation for services, if awarded, will be a fixed-price service contract payable in equal monthly installments over a year long period. NCTPA intends on using local funds only. The initial contract period will be for three (3) years with two (2) – one year renewal options.

Proposers shall be prepared to accept the terms and conditions of NCTPA's standard form contract included as ATTACHMENT C (NCTPA Sample Professional Service Agreement) hereto. If a Proposer desires to take exception to the Agreement, the Proposer shall provide the following information as a section of the Proposal identified as "Exceptions to the Agreement":

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant Exhibits and Attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

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

## I. Evaluation Selection and Recommendation Committee (ESRC):

Members of the ESRC consist of employees at NCTPA. Members of the selection committee have not been identified as of the release of this RFP.

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

Each initial proposal should be submitted with the most favorable terms from both price and technical perspectives.

### A. Format

#### 1. Technical Proposal

Technical Proposals shall be printed, bound and be: 1) as brief as possible, and 2) not include any irrelevant promotional material. Three (1 original plus 2 for a total of 3) hard copies and one (1) electronic CD copy in PDF format of your RFP submittal are due at NCTPA offices no later than the time and date specified in Section 2. INSTRUCTIONS TO PROPOSERS.

The Technical Proposal shall not exceed a total of the equivalent of fifteen (15) single sided pages. RFP submittals must consist of letter-sized (8.5" x 11") pages, with the exception of no more than three tabloid-sized (11" x 17") pages. General Information Form, transmittal letter, tabs/dividers, and resumes are excluded from the total page count. Resumes should be limited to no more than one (1) pages in length. Each tabloid-size page is considered one page for the total page count. Loose-leaf or binder-clipped RFP submittals will not be accepted. Font size shall be at least 12 point.

The nature and form of response of the Technical Proposal submittal is at the discretion of those responding, but shall include, at a minimum, the information listed in Section B below.

## 2. Cost Proposal

A Cost Proposal should be submitted in a separate sealed envelope titled **"RFP #2012-03 Property Management Services Cost Proposal."**

### B. Content

Proposal content, clarity and completeness are factors which will be considered in evaluating each proposal received in order to determine suitability of each proposer's capabilities. The entire length of the proposal document must be fifteen (15) pages or less and shall include:

- TITLE PAGE
- TRANSMITTAL LETTER
- EXECUTIVE SUMMARY
- COMPANY BACKGROUND AND EXPERIENCE
- QUALIFICATIONS OF PROPOSER
- PROJECT APPROACH AND UNDERSTANDING
- STAFFING AND PROJECT ORGANIZATION
- DETAILED WORK PLAN AND SCHEDULE
- COST PROPOSAL (separate sealed envelope titled "RFP #2012-03 Cost Proposal")
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (not included in the 15 page limit)

#### 1. TITLE PAGE

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

#### 2. TRANSMITTAL LETTER

A transmittal letter signed by an official authorized to contractually bind the firm or individual is required to sign the cover letter. The transmittal letter

shall state that the proposal shall be valid for a 90-day period and should include the name, title, address, telephone number and email address of the individual to whom correspondence and other contacts should be directed during the Proposer selection process.

Address the cover letter as follows:

Mr. Larry Gawell  
Chief Procurement Officer  
Napa County Transportation and Planning Agency  
707 Randolph Street, Suite 100  
Napa, California 94559-2912

### 3. EXECUTIVE SUMMARY

This section should be limited to a brief narrative highlighting and summarizing the proposal. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken. It should include, but not be limited to, the following:

- A description of the work required;
- A discussion of the purpose of the project;
- A summary of proposed approach;
- The assumptions made in selecting the approach.

### 4. COMPANY BACKGROUND AND EXPERIENCE

A minimum one (1) page description of any previous projects similar to the services requested, indicating the project title, timing, and budget, sponsoring agency, agency project manager and roles of individuals used in those projects. Include the name of the contact person, agency for whom the work was performed, telephone and fax numbers and the year in which the work was completed. References may or may not be contacted.

### 5. QUALIFICATIONS OF PROPOSER

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

This section should include a brief description of the Proposer's qualifications and previous experience on similar or related engagements. Description of pertinent project experience shall include a summary of the work performed, the total project cost, the period over which the work was completed, and the name title, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project.

In addition, the selected proposer will be required to provide the certification of eligibility that the proposer has not been debarred or suspended from providing services paid for by the federal government prior to award.

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

## 6. PROJECT APPROACH AND UNDERSTANDING

This part of the Proposal shall contain a description of how the proposer intends to organize its approach to the project. The proposer shall relate how it perceives its role in carrying out the responsibilities required by this RFP. The proposer shall also provide examples of challenges encountered on similar projects and discuss their approach in handling some of the specific challenges and opportunities it foresees for this project.

## 7. STAFFING AND PROJECT ORGANIZATION

This section should identify key personnel and their experience who will be assigned to the project. An organizational chart for the project team and bios for key Proposer personnel shall be included. The chart shall indicate how the proposer intends to structure the project effort, and identify, as appropriate, the Project Director, Project Manager, Technical Team Member, and all other key personnel. This section shall include resumes for all Proposer personnel.

List any present activities and job commitments, including an indication of their ability to timely complete Scope of Work required by this RFP.

## 8. DETAILED WORK PLAN AND SCHEDULE

In this section, the proposer is requested to provide details of its methodology and implementation strategy along with a schedule for the performance of the tasks identified in the Scope of Work of this RFP. The work plan shall provide a narrative description of the plan for implementing the work tasks as well as any substantive or procedural innovations used by the proposer on similar projects that are applicable to the services described in this RFP.

## 9. EXCEPTIONS TO THE AGREEMENT

This section shall include any exceptions the Proposer has taken to ATTACHMENT C – NCTPA Sample Professional Service Agreement.

## 10. APPENDICES

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

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

NCTPA is soliciting proposals from qualified firms to perform comprehensive professional property management services for its downtown Soscol Gateway Transit Center located at 625 Burnell Street in Napa. The work will include, but not limited to, property maintenance, professional management and preparation of monthly accounting and activity reports. See Attachment A for further details.

## **SECTION 5 - REQUIRED QUALIFICATIONS**

Each proposal will include a letter from the firm's authorized representative providing general information about the firm and willingness to enter into a contract for the project with an original signature. Proposals must include information responsive to the evaluation criteria and may include more information than requested but should include at least the following:

- 1) Corporate profile of the firm.
- 2) Experience for the firm involving projects of this type and scope. Include recent clients that can be used for references. Provide name, address, email, and telephone number of at least three (3) client references. (Note: You are encouraged to highlight any experience with projects that involved transit districts or government agencies).
- 2) Describe different services offered by your organization and the approximate share of those businesses.
- 3) Listing of all key personnel that will be assigned to this project, including their relevant experience, qualifications, roles and responsibilities, and availability.
- 4) Listing of experience delivering property management services.
- 5) Description of your understanding of the objectives and outcomes for the Napa County Transportation and Planning Agency and how these will be achieved.
- 6) List of required qualifications for property management firms and your firm's compliance with these qualifications.
- 7) Statement indicating what will be delivered.

- 8) Three (3) client references from projects of a similar size and scope.
- 9) Proof of insurance along with the amount of insurance.
- 10) All costs and management fees to provide the service. All costs and fees shall be firm and include all costs to perform the services required.

Please provide specific reference information on each of the areas listed above as well any relevant experience that would indicate proficiency to undertake the tasks outlined in ATTACHMENT A.

## SECTION 6 - PROPOSAL SELECTION AND PROCESS DATES

Issue Date:	Wednesday, October 17 <sup>th</sup> , 2012
Pre-proposal Conference:	Wednesday, October 24 <sup>th</sup> , 2012 at 11:00am
Deadline for Submitting Written Questions:	Monday, October 29 <sup>th</sup> , 2012 at 3:00pm
Answers to Written Questions Posted:	Wednesday, October 31 <sup>st</sup> , 2012
Deadline for Proposal Submittal:	Wednesday, November 7 <sup>th</sup> , 2012 by 2:00pm
Interviews (if needed):	November 12 <sup>th</sup> to November 14 <sup>th</sup> , 2012
Final Selection:	Friday, November 16 <sup>th</sup> , 2012
Award Contract:	Wednesday, November 21 <sup>st</sup> , 2012
Notice to Proceed:	Upon Contract Signing

(dates subject to change without prior notice)

## SECTION 7 – EVALUATION, AWARD AND QUALIFICATIONS

### A. EVALUATION METHOD

NCTPA will review and evaluate all proposals deemed responsive to this request by the Evaluation Selection Recommendation Committee (ESRC) in accordance with NCTPA's Procurement Policies and Procedures Manual. The evaluation will consider the firm's approach and understanding of the services to the project, qualifications/experience of the firm(s) key personnel and personnel who will be working directly on the project, previous experience in managing the independent work of volunteers over disparate times, locations, and client abilities and/or knowledge of transit, and the ability to meet the agency's budget and schedule. Each of the firms will be ranked by the ESRC based on the criteria listed below.

### B. FINAL SELECTION DETERMINATION

Following the ESRC's analysis of the written proposals and possible follow up discussions, NCTPA will enter into negotiations with the highest ranked firm. If negotiations with this firm are ultimately unsuccessful, or if the firm declines the work offered, then negotiations will proceed with the second highest

ranked firm from the proposal list, and so forth until a firm is selected. The Finalist will be selected among the firms that NCTPA determines provides the best value. NCTPA reserves the right to award without interviews, based only upon the initial proposals.

#### C. CONTRACT NEGOTIATION

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

#### D. EVALUATION AND SCORING CRITERIA

The Evaluation Selection Recommendation Committee (ESRC) will review the proposals submitted. They will then establish a short list of pre-qualified firms based on pre-established review criteria and interview the firms, if necessary. The individual or composite rating and evaluation forms prepared by the ESRC will not be revealed.

The product of the selection process will be to award a contract with the top ranked firm, as recommended by the ESRC. The following criteria and point system will be used to evaluate the RFP:

1. Qualification of the Firm: Technical experience in performing work of a closely similar nature; experience working with transit properties or other public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subcontractors; and assessments by client references. (30 points total 30% weight).
2. Staffing and Project Organization: Qualifications of project staff, particularly key personnel, especially the project manager; key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel. (20 points total 20% weight)
3. Demonstrated understanding of the project requirements and potential problem areas; project approach, work plan, and quality assurance program. (25 points total 30% weight)

4. Cost and Price: Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; basis on which prices are quoted. (25 points 20% weight)

#### E. EVALUATION PROCEDURE

The ESRC, generally made up of NCTPA staff, will review the proposals submitted, establish a list of finalists based on pre-established review criteria, interview the finalist firms, and determine the successful Proposer. The names of the ESRC members are not revealed prior to the interviews. The individual or composite rating and evaluation forms prepared by members will not be revealed.

After initial evaluation of the proposals, NCTPA may, at its discretion, hold interviews with the top ranked proposers. The interviews will likely take place **November 12-14, 2012**. Each interview will be no more than 60-minutes, with the proposer's presentation limited to not more than 40-minutes. Any areas of specific concern will be identified before the interview. NCTPA reserves the right to award a contract based solely on written proposals and not conduct oral interviews.

### SECTION 8 - NON-DISCRIMINATION

Proposers shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above), in the performance of NCTPA contracts. Proposers and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Proposers shall include the non-discrimination and compliance provisions of the above clause in all subcontracts to perform work under this contract.

## **SECTION 9 - LEVINE ACT**

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

## **SECTION 10 - NCTPA DBE/UDBE REQUIREMENTS**

NCTPA has adopted a Disadvantage Business Enterprise (DBE) Policy, pursuant to which the NCTPA encourages all prime Proposers to utilize qualified DBE sub Proposers on NCTPA projects, NCTPA promotes the direct purchase of goods from qualified DBEs by utilizing DBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, NCTPA seeks the utilization of qualified DBEs when such DBEs are available. All prime Proposers are required to report on DBE usage during the term of each contract. For instructions and forms, see ATTACHMENT E, E-1, E-2, E-3.

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

The NCTPA goals for professional services are 0.0% for DBE. For additional information please visit <http://www.nctpa.net/bsn-emp/bsn-outreach/dbe.html>.

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

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

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**ATTACHMENTS FOLLOW**

## **ATTACHMENT A**

### **SCOPE OF WORK**

To provide

#### **Property Management Services for Soscol Gateway Transit Center**

The Soscol Gateway Transit Center at 625 Burnell St. in Napa is currently under construction. Proposers will have the opportunity to tour the property at the Pre-Proposal Conference. Proposers are welcomed to visit the site and view the property outside the construction area on the street to gauge the size of the facility and the site.

The successful proposer will be responsible for the professional property management of the SGTC of both the building and the site. The responsibilities of the successful proposer are summarized below.

#### **Monitoring of Operations**

- Provide on-site weekly inspection and report
- Have staff on-call 24 hours per day 7 days per week
- Have maintenance staff available 24 hours per day 7 days per week, as necessary
- Provide general facility oversight
- Supervise contractors
- Notify owner's general liability insurance carrier and owner promptly of any personal injury or property damage occurring to or claimed by any a tenant or third party with respect to the premises;

#### **Upkeep, Maintenance, and Repairs**

- Comply with applicable codes
- Make or cause to be made all ordinary repairs and replacements
- Negotiate and enter into contracts for non-reoccurring items not exceeding \$2,500
- Enter into agreements for all necessary repairs, maintenance, minor alternations, and refuse services
- Contract for janitorial and landscaping services
- Maintain site including unoccupied structures, bus bays, bus drives, automobile parking lot, pedestrian and landscape areas, and open space
- Handle promptly complaints and requests from tenants in a timely manner;
- Keep premises in clean and sightly condition and to make (or cause to be made) all repairs, alterations, replacements, installations, and landscaping, and purchase all supplies necessary for the proper operation of the premises;

## **Financial**

- Provide monthly statements of disbursement, management fees, and other charges
- Review and comply with the terms of payment for all invoices
- Prepare an annual operating budget. The budget shall include estimated receipts, ordinary costs and expenses, and anticipated extraordinary expenses.
- Maintain an appropriate record

## **File Maintenance and Reporting**

- Maintain all inspection reports
- Maintain all maintenance records
- Provide monthly progress report to NCTPA.
- Prepare and submit to owner monthly reports relating to the management and operation of the premises for the preceding calendar month;

## **Contracted Services**

- The following services have been identified as likely requiring an outside contractor:
  - Trash Removal
  - Pest Control
  - Fire Alarm Monitoring
  - Landscaping Services
  - Janitorial
  - Yearly inspection services
  - Security Monitoring

## **CONTRACTING ARRANGEMENTS**

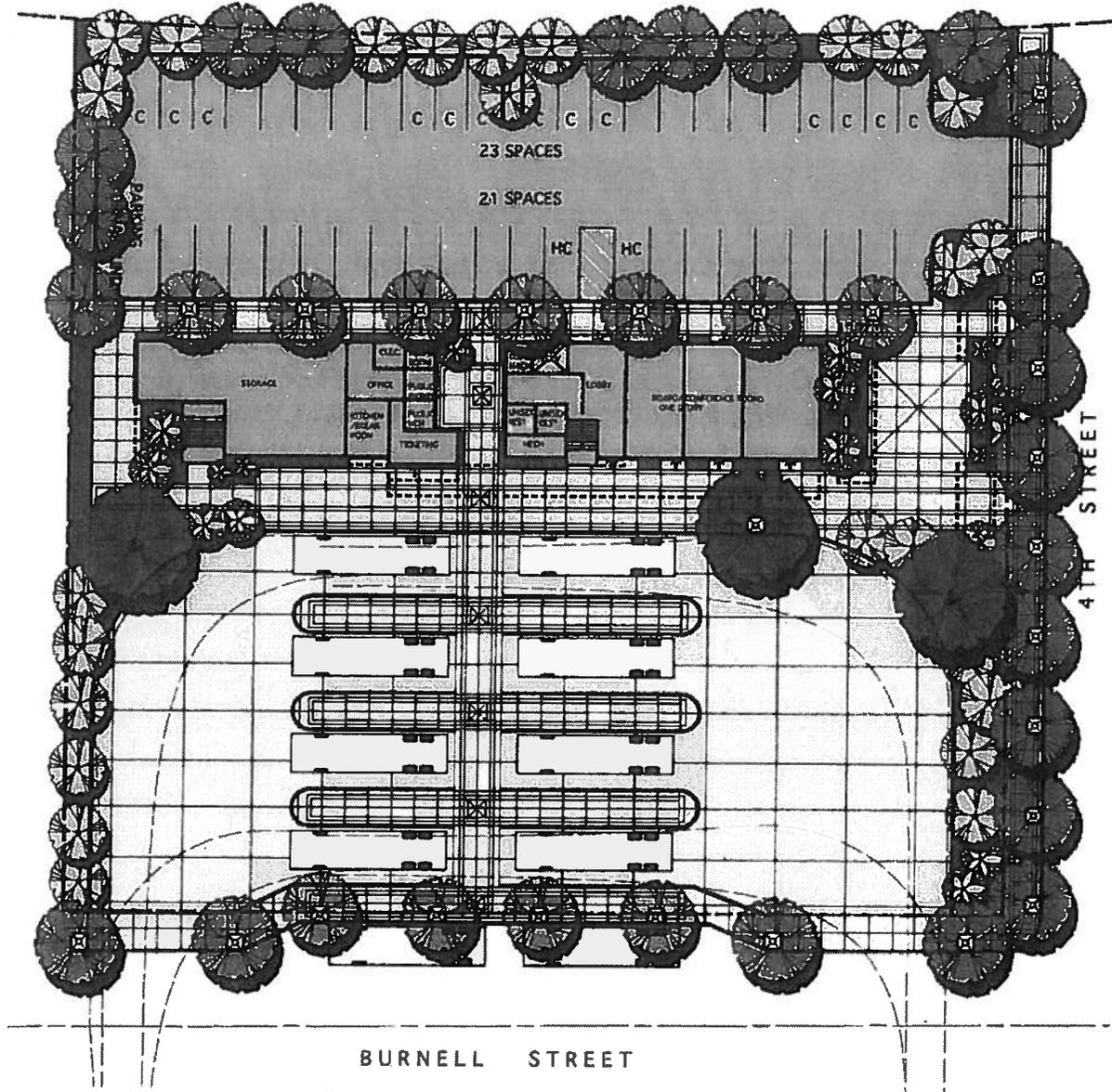
NCTPA is the building owner. The successful proposer will enter into a contract with NCTPA. The contract term is for three (3) years with two (2) options for one (1) year extensions.

## **SCHEDULE**

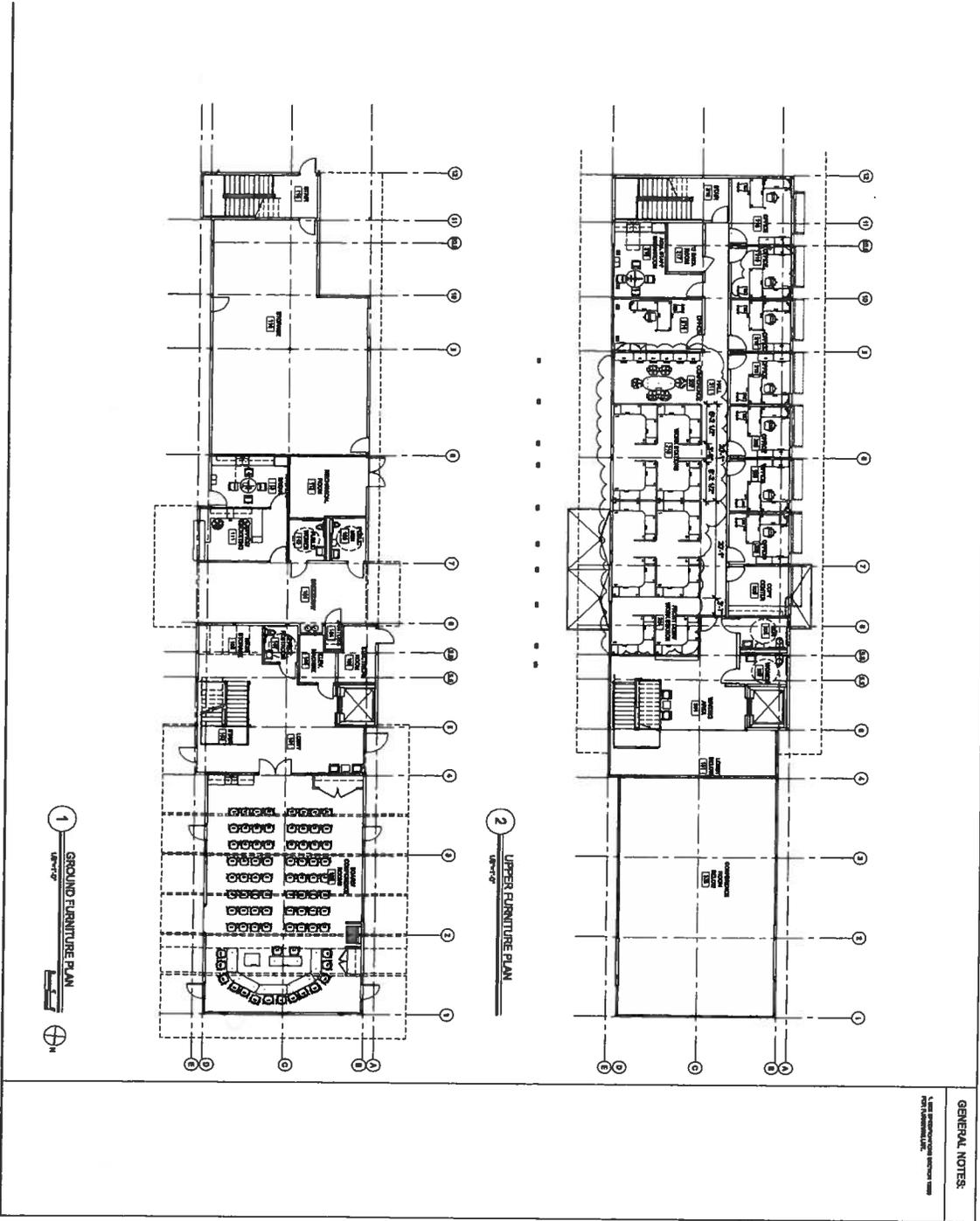
It is anticipated that the property management contract will begin at or near November 15, 2012. The start date may change depending on the construction schedule and signing of the contract.

# ATTACHMENT A

## Site Map of Property



# ATTACHMENT A Building Floor Plan



GENERAL NOTES:  
 ALL DIMENSIONS ARE IN FEET AND INCHES  
 UNLESS OTHERWISE NOTED

**KAPPE+DU ARCHITECTS**

801 'D' STREET SAN RAFAEL, CA 94901  
 TEL: 415.487.7801 FAX: 415.487.7808

**SOSCOL GATEWAY  
 TRANSIT CENTER**  
 NCTPA  
 BURNELL STREET  
 NAPA, CA



AP # 005-194201

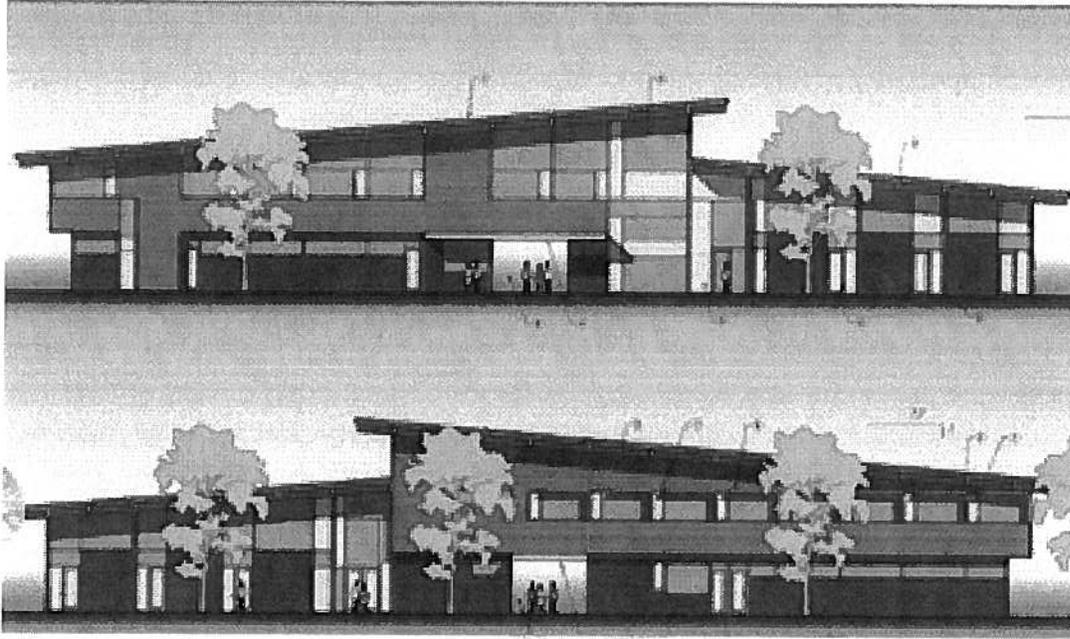
NO.	DATE	DESCRIPTION
1	12/15/11	ISSUED FOR PERMIT
2	03/20/12	REVISION
3	03/20/12	REVISION
4	03/20/12	REVISION
5	03/20/12	REVISION
6	03/20/12	REVISION
7	03/20/12	REVISION
8	03/20/12	REVISION
9	03/20/12	REVISION
10	03/20/12	REVISION

PROJECT: Socol Gateway Transit Center  
 ARCHITECT: Kappe+Du Architects  
 ENGINEER: [Name]  
 CONTRACTOR: [Name]

**A9.4**

FURNITURE PLANS

**Attachment A**  
Exterior View: Soscol Gateway Transit Center



View from Bus  
Bays

View from  
Parking Area

DRAFT

**ATTACHMENT B**

**GENERAL INFORMATION FORM**  
RFP #2012-03 Property Management Services

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

Legal Name of Firm :

Date:

Street Address:

Telephone Number:

City/State/Zip:

Firm's Fax Number:

NCTPA DBE

NCTPA LBE

DBE

UDBE

None

Type of Organization:

(Corporation, Sole Proprietorship, Partnership, etc.)

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Project Manager:

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Name, Title, and Phone Number of Person Project Correspondence should be directed to:

Proposer Work Discipline: Project Delivery Team  Individual Firm

Sub Proposer Information

Firm Name(s) Address

Contact Name/Phone Number

Email

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NCTPA DBE

DBE

UDBE

None

Signature, Name and Title of Person Signing

## ATTACHMENT C

### NCTPA SAMPLE PROFESSIONAL SERVICE AGREEMENT

Please refer to our website <http://www.nctpa.net/bsn-emp/bsn-procurement/forms.html> for Professional Service Agreement.

**ATTACHMENT D**  
**VENDOR COST PROPOSAL**

**Professional Management Services – Year 1**

\_\_\_\_\_

**Professional Management Services – Year 2**

\_\_\_\_\_

**Professional Management Services – Year 3**

\_\_\_\_\_

**Total Cost \$** \_\_\_\_\_

**ATTACHMENT E**  
**FEDERAL REQUIRED CONTRACT CLAUSES**

Please refer to our website <http://www.nctpa.net/bsn-emp/bsn-procurement/forms.html> for content of federal required clauses.

**Federal Required and Other Model Contract Clauses**

	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof. Srvc.
1. Fly America - Required for air transportation.	>\$100,000		>\$100,000			>\$100,000	
2. Buy America		X					
3. Charter Bus and School Bus							
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.							
5. Seismic Safety			New Bldg.				
6. Energy Conservation	X	X	X	X	X	X	X
7. Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
8. Bus Testing	X	Turnkey					
9. Pre-Award and Post-Delivery Audit	X	Turnkey					
10. Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000		>\$100,000	>\$100,000
11. Access to Records and Reports	X	X	X	X	X	X	X
12. Federal Changes							
13. Bonding	X	X	X	X	X	X	X
14. Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15. Recycled Products	* >\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
16. Davis-Bacon and Copeland Anti-Kickback Acts							
17. Contract Work Hours and Safety Standards Act							
18. No Government Obligation to Third Parties							
19. Program Fraud and False or Fraudulent Statements and Related Acts	X	X	X	X	X	X	X
20. Termination	X	X	X	X	X	X	X
21. Government-wide Debarment and Suspension (Nonprocurement)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
22. Privacy Act	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
23. Civil Rights	X	X	X	X	X	X	X
24. Breaches and Dispute Resolution	X	X	X	X	X	X	X
25. Patent and Rights-in-Data	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
26. Transit Employee Protective Agreements		X					
27. Disadvantaged Business Enterprise (DBE)	X	X	X	X	X	X	X
28. Incorporation of Federal Transit Administration Terms	X	X	X	X	X	X	X
29. Drug and Alcohol Testing		X					

\* Procurement of items designated by EPA - 40CFR247

January 2007

RASTO:\Procurement\Procedures\FTA Required Clauses Chart.xlsforms



October 17, 2012  
NCTPA Agenda Item 8.5  
Continued From: New  
Action Requested: **APPROVE**

## **NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Eliot Hurwitz, Manager of Planning  
(707) 259-8782 / Email: [ehurwtiz@nctpa.net](mailto:ehurwtiz@nctpa.net)  
**SUBJECT:** Agreement with Solano Transportation Authority (STA) to Maintain the Solano Napa Travel Demand Model

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the Executive Director to sign an agreement (Attachment 1) with the Solano Transportation Authority (STA) for model maintenance, operations and updating the Solano Napa Travel Demand Model for the next two years (October 1, 2012 – September 30, 2014) at an annual cost of \$10,000 dollars per fiscal year for a total of \$20,000 dollars.

### **EXECUTIVE SUMMARY**

As part of transportation planning and programming, an effective traffic forecasting tool is necessary. NCTPA has worked with the Solano Transportation Authority (STA) over the past eight years to develop a cost effective way of modeling future traffic in Solano and Napa counties.

STA issued a Request for Proposal (RFP) for consultants to assist in the model maintenance, operations and updating of the latest adopted model which this Board adopted at its February 17, 2010, meeting.

### **PROCEDURAL REQUIREMENTS**

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

**FISCAL IMPACT**

Is there a Fiscal Impact? Yes. Board action will commit \$10,000 per fiscal year for a total of \$20,000 over two years of Planning Programming and Monitoring (PPM) funds.

Is it currently budgeted? Yes

Where is it budgeted? Programming, Planning and Monitoring

Is it Mandatory or Discretionary? Discretionary

Future Fiscal impact: None

Consequences if not approved: If not approved, NCTPA is at risk of losing the ability to update the current Solano Napa Travel Demand Model which will make the model obsolete to future transportation planning activities.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

The NCTPA proposed share is 38% or \$10,000 annually. For this commitment the agency and its member jurisdictions will be granted access and use of the model for their traffic and land use study needs as well as training for NCTPA staff.

Traffic models work in a variety of ways, but essentially they require updated information about current and forecasted land use changes, population and economic growth, the forecast split in modal usage (e.g. auto verses transit) and the existing transportation infrastructure. This updated model can be used to review the impact of major development proposals, transportation projects, and will be useful in the production of the Priority Development Growth Strategy that NCTPA must complete as part of the Regional Transportation Plan, as well as a number of planning studies such as the SR 29 Gateway Corridor study.

**SUPPORTING DOCUMENTS**

Attachment: (1) Funding Agreement

**SOLANO TRANSPORTATION AUTHORITY  
AGREEMENT NO. \_\_\_\_\_**

**NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY  
AGREEMENT NO. \_\_\_\_\_**

**FUNDING AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into as of this \_\_\_\_\_ day of October, 2012, by and between the SOLANO TRANSPORTATION AUTHORITY, a joint powers entity organized under Government Code section 65000 et seq. ("STA"), and THE NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY, a joint powers entity organized under Government Code section 6500 et seq. ("NCTPA").

**RECITALS**

**WHEREAS**, STA and NCTPA desire to maintain, operate and upgrade the two-county centered traffic projection model ("Solano Napa Travel Demand Model"); and

**WHEREAS**, STA and NCTPA have previously jointly financed the services of a professional traffic model consultant; specifically, STA has contracted with the Cambridge Systematics; and

**WHEREAS**, STA and NCTPA desire to jointly contribute to the work of maintaining, operating and upgrading the two-county centered traffic projection model.

**TERMS**

**NOW, THEREFORE**, in consideration of the mutual promises of STA and NCTPA contained herein, STA and NCTPA agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall cover the time period from October 1, 2012, through September 30, 2014.
2. **Use of Funds by STA.** STA hereby agrees to use all funds conveyed to STA by NCTPA under this Agreement for the sole purpose of obtaining model consultant services to maintain and use Solano Napa Travel Demand Model, as well as to train STA and/or NCTPA staff on use of the model and model software, pursuant to the scope of work attached and incorporated as Exhibit A.

3. **Payment of Funds by NCTPA to STA.** NCTPA shall pay the STA ten thousand dollars (\$10,000) per fiscal year for the provision of the services described in Exhibit A for a total of twenty thousand dollars (\$20,000) over the two-year period of this agreement. All payments for compensation and reimbursement for expenses shall be made only upon presentation by STA to NCTPA of a billing invoice in a form acceptable to the NCTPA Auditor which indicates, at a minimum, STA's name, address, Taxpayer Identification Number. STA shall submit invoices to the NCTPA Executive Director who, after review and approval as to form and content, shall submit the invoice to the NCTPA Auditor no later than fifteen (15) calendar days following receipt. NCTPA agrees to pay STA within thirty (30) days of receipt of invoice documenting the services performed. The STA shall submit an invoice for ten thousand dollars each in December 2012 and December 2013.

4. **Contribution of funds by the STA.** The STA shall contribute sixteen thousand (\$16,000) per fiscal year for the provision of the services described in Exhibit A for a combined funding total of thirty-two thousand (\$32,000) over the two-year period of this Agreement.

5. **Records and Monitoring.** STA shall maintain financial and statistical records which fairly reflect the activities of STA pertaining to the services described in Exhibit "A" and the actual costs thereof. Upon reasonable request by NCTPA, STA shall make available for inspection and audit by representatives of NCTPA all books, financial records, program information and other records pertaining to the overall operations of STA in relation to the services described in Exhibit "A", and shall allow such representatives to review and inspect STA's facilities and program operations relating to the services described in Exhibit "A".

6. **Independent Contractor.** STA shall perform this Agreement as an independent contractor. STA and the officers, agents, employees, and contractors of STA are not, and shall not be deemed, NCTPA employees for any purpose, including workers' compensation.

STA shall, at its own risk and expense, determine the method and manner by which the obligations of STA to NCTPA under this Agreement shall be performed; provided however that NCTPA may monitor the progress of the activities of STA and its officers, employees, agents and contractors in relation to completion of the Project. STA and its officers, employees, agents and contractors shall be entitled to none of the benefits accorded to a NCTPA employee. NCTPA shall not deduct or withhold any amounts whatsoever from the compensation paid to STA. As between STA and NCTPA, STA alone shall be responsible for all such payments.

7. **Indemnification.** STA and NCTPA shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, or employees when performing any activities or obligations required of that party under this Agreement.

**8. Non-Discrimination Clause.**

(a) During the performance of this Agreement, STA and its subcontractors shall not deny the benefits thereof to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or other protected status. STA shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) STA shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any State or local regulations adopted to implement any of the foregoing.

**9. Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices).

**10. Termination for Convenience.** This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof. In the event this Agreement is terminated for convenience, NCTPA agrees to pay STA for all reasonable expenses incurred under this Agreement up to the date of notice of termination.

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

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

STA

NCTPA

Daryl Halls  
Executive Director, STA  
One Harbor Center, Suite 130  
Suisun City, CA 94585

Kate Miller  
Executive Director, NCTPA  
707 Randolph Street, Suite 100  
Napa, CA 94559

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

14. **Compliance with laws.** STA shall observe and comply with all applicable federal, State and local laws, ordinances, and codes, including, without limitation, all laws applicable to municipal corporations.

15. **Interpretation.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

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

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

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties to this Agreement have executed it as of the date first above written.

STA

NCTPA

By:

By:

\_\_\_\_\_  
Daryl K. Halls, Executive Director

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

APPROVED AS TO FORM

APPROVED AS TO FORM

By: \_\_\_\_\_  
STA Legal Counsel

By: \_\_\_\_\_  
Janice Killion, NCTPA Legal Counsel

## EXHIBIT A

### SCOPE OF WORK

#### Solano Napa Travel Demand Model On-Call Model Consultant Scope of Work FY 2012-13 and FY 2013-14

The work to be performed under this contract will be specified in a series of task orders developed under Task 1 below in response to specific requests from the STA/NCTPA Solano Napa Travel Demand Model Project Manager. The STA/NCTPA Model Project Manager will discuss with the consultant project manager the required products and the consultant will prepare a draft task order indentifying objectives, deliverables, tasks, budget, and schedule.

The consultant shall provide 350 hours of service per fiscal year for various travel demand modeling services for the current model for the following tasks to be completed during 2012-13 and 2013-14:

#### ***TASK 1: Project Management***

This task involves management of the Model consultant team.

- The Consultant project manager will hold a kick-off meeting with the STA/NCTPA Project Manager to refine the scope of work, identify on-going tasks, set first year priorities for non-ongoing tasks, and set task budgets and schedules.
- Consultant will meet or teleconference at least on a bi-monthly basis (or more often for critical tasks) with STA/NCTPA Model Project Manager, giving budget and schedule status for each task, discussion options for overcoming unanticipated problems.
- Consultant will prepare and include with each invoice a monthly progress report summarizing work accomplished, problems encountered, proposed solutions, and planned work for the following month.
- Consultant will maintain a detailed Action Item list in Excel. This list documents follow up items from meetings and comments from STA/NCTPA Model Project Manager. The Action Items list may contain several workbook sheets, with each sheet pertaining to a specific meeting or set of comments.
- At the end of the first year, the consultant will prepare a report evaluating the results of the first year's management plan, assessing the status of the first year's task, schedule, budget expended, unanticipated problems, providing the proposed solutions. The report will provide recommendations for the second year management plan.

#### ***Deliverables:***

- a. Refined Scope of Work
- b. Task Orders
- c. Bi-Monthly progress report
- d. Task Manager Action Items List
- e. Year End Management Plan Assessment

## ***TASK 2: Provide Model Improvement and Maintenance Services***

The objective of this task is to provide support in the development, maintenance and improvement of the multimodal countywide travel forecast demand model. The ongoing support and maintenance services include the following subtasks:

### ***2.1 Organize Model Data and Update Current Model User Guide based on changes made to the model.***

The STA and NCTPA distribute the Solano Napa Travel Demand Model to member agencies and their consultants for project specific traffic analysis on a regular basis. This task will have the consultant analyze and organize the Model data for ease of use by STA and NCTPA Staff as well as other member agencies and their consultants. As part of this task, the consultant will:

- Provide improvement recommendations for how the model data can be organized and maintained if improvements are needed. The consultant will implement their improvement recommendations with input provided to by STA and NCTPA staff and affiliates.
- Maintain and update the user guide for the model application.

#### ***Deliverables:***

1. Model User Guide maintenance, which includes:
  - a. Clearly labeled modeling data
  - b. Discussions regarding the model data structure
  - c. Instructions for model usage
  - d. Background discussion on the model development process from previous user guides.

### ***2.2 Analyze and Document Model Results***

The Solano Napa Travel Demand Model must be maintained to reflect new traffic data and/or new local, state or federal policies for land use development and implementation. As part of this task, the consultant will:

- Complete land use and traffic forecasts for STA and NCTPA as new projects, studies and plans are developed.
- Incorporate any required technical changes requested by MTC, Caltrans, or STA in accordance with the "MTC's CMP Traffic Modeling Consistency Checklist" and other accepted modeling standards and practices of Caltrans, FHWA and other state, federal, regional and local agencies.
- Assist the STA and its consultants to conduct select link analysis, scenarios runs and other traffic forecasting functions as part of the Solano and Napa Comprehensive Transportation Plans, Capital Improvement

Plans, Solano Congestion Management Program, corridor studies, and projects.

- Perform reasonability and error-checks on the network and land use variables
- Maintain a log of alternative model versions as they become available and provide descriptions of each version
- Create plots, tables, maps and charts for presentation purposes. This includes large-scale graphics illustrating existing and projected traffic volumes and levels of service for 2010, 2015, 2020, 2025, 2030, 2035 and 2040.
- Update network and land use and traffic count information based on any comments received

### ***Deliverables***

1. Updated land use and traffic forecast plots, tables, maps and charts as needed
2. Provide results from traffic forecasting functions such as select link analysis and scenario runs
3. Model versions log file with associated information
4. Quarterly report summarizing consultants' effort in this task, including problems/solutions encountered.

### ***Task 3. Prepare Model for Distribution to Model Users***

STA and NCTPA are regularly requested to provide the Travel Demand Model files to member agencies and their consultants. The STA and NCTPA require that a model user agreement is executed prior to any distribution of the model data files. As part of this task, the consultant will:

- Distribute the model data as requested by users upon approval by STA/NCTPA Model Project Manager
- Generate a log of all agencies and version of the model files that the consultant distributed the model data files to
- Distribute the model files either by disk, e-mail, or remote File Transfer Protocol (FTP) site as needed

### ***Deliverables***

1. Quarterly report that documents:
  - a. What agencies the model was distributed to
  - b. What version of the model was distributed
  - c. How the model was distributed
2. Annual report that indicates which agencies received Model data during the entire year as documented in each quarterly report.

#### ***Task 4: Technical Support and Troubleshooting***

The STA/NCTPA staff will rely on the consultant to assist in responding to requests from model users for technical support. In addition, the consultant will be tasked to provide **40** number of hours to assist in training STA and NCTPA on the application of the Solano Napa Travel Demand Model. Training should include select link analysis, scenario runs, and land use development impact traffic forecasts.

#### ***Deliverables***

1. Quarterly report (and yearly summary) that documents total requests for technical support during the quarter. Report should include for each request:
  - a. Date of request
  - b. Who requested the support
  - c. Support issue
  - d. How issue was resolved
2. Training exercises and materials directly catered to the Solano Napa Travel Demand Model files.

#### ***Task 5. Meeting Attendance and Support***

Provide support assistance to the STA staff as part of presentations on the major findings of the model to the STA TAC, Modeling TAC, Arterials, Highways and Freeways Committee, Transit Committee, Alternative Modes Committee, citizen committees, STA and NCTPA Board of Directors, and other meetings as needed.



October 17, 2012  
NCTPA Agenda Item 8.6  
Continued From: New  
Action Requested: **APPROVE**

## **NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Lawrence E. Gawell, Program Manager-Chief Procurement & Compliance Officer  
(707) 259-8636 / Email: [lgawell@nctpa.net](mailto:lgawell@nctpa.net)  
**SUBJECT:** Approval the Release of Request for Qualifications (RFQ) 2012-03 for On-call Engineer/Architect and Project Delivery Services

---

### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) approve the release of RFQ 2012-03 (Attachment 1) authorizing the Executive Director to issue the RFQ seeking proposals for On-Call Engineer/Architect and Project Delivery Services

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

When advertised, RFQ 2012-03 would seek proposals from qualified firms for Engineer/Architect and Project Delivery services.

### **PROCEDURAL REQUIREMENTS**

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

### **FISCAL IMPACT**

Is there a fiscal impact? Yes.

Is it currently budgeted? Yes.

Is it mandatory or discretionary? Discretionary

Consequences if not approved: No on-call engineering/architectural and project delivery services would be available requiring that each time services are needed a formal RFP must be issued.

### **CEQA REQUIREMENTS**

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

### **BACKGROUND AND DISCUSSION**

The NCTPA has a continuing need for engineering/architectural and project delivery services for its capital projects. RFQ 2012-03 seeks proposals from qualified firms to provide these services for a period of three years. This will be a qualifications based (Brooks Act type) procurement. The NCTPA may select one or more firms to be awarded a task order contract.

### **SUPPORTING DOCUMENTS**

Attachment: (1) Proposed RFQ 2012-03

# REQUEST FOR QUALIFICATIONS

To provide  
On-Call Engineer/Architect and Project Delivery Services

(RFQ #2012- 03)

Issued by:

Napa County Transportation and Planning Agency

October 19, 2012

**RESPONSES DUE;**  
**2:00 PM (local time) Monday, November 26, 2012)**  
at the  
Napa County Transportation and Planning Agency  
625 Burnell Street  
Napa, CA 94559

Release of RFQ authorized by:

\_\_\_\_\_  
Kate Miller, NCTPA Executive Director,      Date

\_\_\_\_\_  
Lawrence E. Gawell, NCTPA Procurement Officer,      Date

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## PROCUREMENT SCHEDULE

### KEY RFQ DATES

Issue Date:	October 19, 2012
Pre-proposal Conference:	November 2, 2012 at 11:00 AM
Deadline for Submitting Written Questions:	November 9, 2012 at 2:00 PM
Answers to Written Questions Posted:	November 16, 2012
Deadline for Proposal Submittal:	November 26, 2012
Possible Interviews:	Week of December 3, 2012
Final Selection:	Week of December 3, 2012
Award Contract:	December 12, 2012

# **Request for Qualifications (RFQ #2012-03)**

## **On-Call Engineer/Architect and Project Delivery Services In Napa County**

### **SECTION 1 – INTRODUCTION**

The Napa County Transportation and Planning Agency (NCTPA) is a joint powers authority established in June of 1998 with members including the cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, and the County of Napa. The work activities of NCTPA are defined by the joint powers agreement and overseen by the Board of Directors made up of elected officials from the respective member agencies, and an ex-officio member from the Paratransit Coordinating Council (PCC).

NCTPA 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. NCTPA is charged with coordinating short and long term planning and funding within an intermodal policy framework in the areas of highways, streets and roads, transit and paratransit, and bicycle improvements.

Prospective proposers may choose to form a team with sub-proposers for the purposes of submitting a proposal. However, if selected, NCTPA reserves the right to request substitutions of particular subproposers.

A detailed Scope of Work, budget, and schedule will be developed for specific Task Orders to be issued by NCTPA for individual projects. All documents and reports shall be submitted to NCTPA electronically and in hard copy as instructed for each Task Order.

Proposers' work must comply with applicable NEPA and/or CEQA regulations and guidelines, various Federal congressional acts and executive orders and guidelines, other federal and state environmental laws, and regulations and guidelines promulgated by the Federal Transit Administration and/or Caltrans, as well as NCTPA.

Proposers will provide services as described in the detailed Scope of Work issued by NCTPA, and will be responsible for all aspects of coordination and management of engineering/architectural activities. Proposers will work under the direction of NCTPA's designated Project Manager, and will coordinate activities with NCTPA's Executive Director, Procurement Staff, environmental staff, legal counsel, transit operations, and other its member jurisdictions and technical proposers as necessary to complete the Scope of Work.

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

**(NOTE – NCTPA will be moving to its new offices on or about November 15/16 2012. Meetings and submittals prior to November 17, 2012 will be at the**

**NCTPA offices at 707 Randolph St., Napa, CA 94559. After November 17, 2012, all business activity will take place at the new NCTPA Offices at 625 Burnell St., Napa, CA 94559).**

**A. Pre-Proposal Conference**

A pre-proposal conference will be held on November 2, 2012 at 11:00 am local time at the NCTPA offices located at 707 Randolph St., Suite 100, Napa, CA 94559. All prospective proposers are strongly encouraged to attend.

**B. Examination of Proposal Documents**

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

**C. Addenda/Clarifications**

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFQ may be requested verbally at the pre-proposal meeting or in advance of the meeting in writing. While this meeting is not mandatory, all firms intending to propose are strongly encouraged to attend. All inquiries pertaining to this RFQ should be emailed to Lawrence E. Gawell, Manager of Procurement, at the following email address: [lgawell@nctpa.net](mailto:lgawell@nctpa.net) no later than the deadline established in the procurement schedule. Response to all questions submitted by the deadline that may have a material impact on the proposal will be provided in accordance with the procurement schedule on the NCTPA website <http://sites.google.com/site/nctpawebste/rfp-rfq-s>. The subject line for questions submitted in writing should include reference to: "Questions – NCTPA RFQ No. 2012-03 On-Call Engineer/Architect and Project Delivery Services".

**D. Submission of Proposals**

All proposal submittals shall be transmitted with a cover letter. The person authorized by the firm/team to negotiate a contract with NCTPA shall sign the cover letter and the letter shall include the name, title, address, email address and the telephone number of the individual to whom correspondence and other contacts should be directed during the proposer selection process. Address the cover letter as follows:

Lawrence Gawell  
Procurement Officer  
Napa County Transportation and Planning Agency  
625 Burnell Street  
Napa, California 94559

The proposer shall submit seven (1 original plus 6 for a total of 7) hard copies and one (1) electronic CD copy in PDF format of its proposal in a sealed envelope, addressed as noted above, bearing the proposer's name and address, and clearly marked as follows:

**"Proposal Submittal-NCTPA RFQ No. 2012-03"**

Proposals must be received no later than **2:00 PM, local time on November 26, 2012**. Late proposals will not be considered.

A proposer may object to a provision of the RFQ on the grounds that it is biased, unduly restrictive or arbitrary or to the selection of a particular proposer on the grounds that NCTPA procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Executive Director a written explanation of the basis for the protest:

1. Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed not later than seven (7) business days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by NCTPA. Any protest based on such grounds not filed within this period will not be considered by NCTPA.
2. Any bid protests regarding the evaluation of bids or proposals by NCTPA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with NCTPA no later than five (5) business days after NCTPA's notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by NCTPA.

All documents submitted as part of the proposal will be deemed confidential during the evaluation process. After the award of a contract, any material submitted by a proposer in response to this RFQ is subject to public inspection under the California Public Records Act (Government Code Sections 6250 et seq.) unless exempt by law. The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure.

**E. Withdrawal of Proposal Submittal**

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

**F. Rights of NCTPA**

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

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

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

1. Reject any or all proposal submittals
2. Issue one or more subsequent RFQs and/or RFPs
3. Postpone opening for its own convenience
4. Remedy technical errors in the RFQ and/or RFP process
5. Approve or disapprove the use of particular sub proposers
6. Negotiate with any, all, or none of the Proposers responding to this RFQ
7. Solicit best and final offers from all or some of the Proposers
8. Award a contract to one or more Proposers
9. Waive informalities and irregularities in any proposal

#### G. Contract Type

It is anticipated that the agreements resulting from this solicitation, if awarded, will be a Task Order Contract, which may use either Time and Materials or Cost Plus Fixed Fee or Fixed Price compensation.

Proposers shall be prepared to accept the terms and conditions of NCTPA's standard form contract included as ATTACHMENT C (NCTPA Sample Professional Service Agreement) hereto. If a Proposer desires to take exception to the Agreement, the Proposer shall provide the following information as a section of the Proposal identified as "Exceptions to the Agreement":

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant Exhibits and Attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

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

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

### A. Format

## 1. Technical Proposal

Technical Proposals shall be printed, bound and be: 1) as brief as possible, and 2) not include any irrelevant promotional material. Seven (1 original plus 6 for a total of 7) hard copies and one (1) electronic CD copy in PDF format of your RFP submittal are due at NCTPA offices no later than the time and date specified in Section 2. INSTRUCTIONS TO PROPOSERS.

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

The nature and form of response of the Technical Proposal submittal is at the discretion of those responding, but shall include, at a minimum, the information listed in Section B below.

## 2. Cost Proposal

A Cost Proposal should be submitted in a separate sealed envelope titled "RFQ # 2012-03 On-call Engineer/Architect Cost Proposal." The Cost Proposal should indicate the proposed hourly billing rates for each member of the consultant team being proposed. The hourly billing rate must include: salary, benefits, firm overhead charge, any administrative expense or fee and profit.

### B. Content

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

- TITLE PAGE
- TRANSMITTAL LETTER
- EXECUTIVE SUMMARY
- COMPANY BACKGROUND AND EXPERIENCE
- QUALIFICATIONS OF PROPOSER
- PROJECT UNDERSTANDING
- STAFFING AND PROJECT ORGANIZATION
- DETAILED WORK PLAN AND SCHEDULE

- COST PROPOSAL (separate sealed envelope titled "RFQ #2012-03 On-call Engineer/Architect Cost Proposal")
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (not included in the 30 page limit)

#### 1. TITLE PAGE

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

#### 2. TRANSMITTAL LETTER

A transmittal letter signed by an official authorized to contractually bind the firm or individual is required. The transmittal letter shall state that the proposal shall be valid for a 180-day period and should include the name, title, address, telephone number and email address of the individual to whom correspondence and other contacts should be directed during the consultant selection process.

Address the cover letter as follows:

Lawrence Gawell  
Procurement Officer  
Napa County Transportation and Planning Agency  
625 Burnell Street  
Napa, California 94559

#### 3. EXECUTIVE SUMMARY

This section should be limited to a brief narrative highlighting and summarizing the proposal. The summary should clearly convey that the proposer understands the nature of the scope of work and the general approach to be taken. It should include, but not be limited to, the following:

- A general description of the scope of work;
- A discussion of the on-call engineer/architect's role;
- A summary of proposed approaches to transit related work;
- The assumptions made in selecting the approach.

#### 4. COMPANY BACKGROUND AND EXPERIENCE

A minimum one page description of any previous projects similar to the services requested, indicating the project title, timing, and budget, sponsoring agency, agency project manager and roles of individuals used in those projects. Include the name of the contact person, agency for whom the work was performed, telephone and fax numbers and the year

in which the work was completed. References may or may not be contacted.

## 5. QUALIFICATIONS OF PROPOSER

The proposers who are awarded the contract for this work will be required to comply with all applicable Federal, State, regional and local requirements.

This section should include a brief description of the consultants' qualifications and previous experience on similar or related engagements. Description of pertinent project experience shall include a summary of the work performed, the total project cost, the period over which the work was completed, and the name title, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project. Proposers shall have a proven track record of ability to complete project deliverables within a timely manner and within budget.

Principals and Project Managers for engineering and architectural services shall be professional engineers or architects licensed in the State of California.

Proposers shall have ongoing, productive and excellent working relationships with federal, state and local agencies having regulatory oversight in their respective field(s) of work.

In addition, the selected proposer will be required to provide the certification of eligibility that the proposer has not been debarred or suspended from providing services paid for by the federal government prior to award.

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

## 6. PROJECT UNDERSTANDING

This part of the proposal should contain a description of how the proposer intends to organize its approach to any assigned project. The proposer should relate how it perceives its role in carrying out the responsibilities required by this RFQ. The proposer should also provide examples of challenges encountered on similar projects and discuss their approach in handling some of the specific challenges and opportunities it foresees for on-call engineers and architects on projects contained in the scope of work.

## 7. STAFFING AND PROJECT ORGANIZATION

This section should identify key personnel who will be assigned to an NCTPA project and their experience. An organizational chart for the project team and bios for key consultant personnel may be included. The chart shall indicate how the proposer intends to structure NCTPA project efforts, and identify, as appropriate, the Project Director, Project Manager, Technical Team Member, and all other key personnel. This section should include resumés for all key Proposer personnel.

List any present activities and job commitments, including an indication of their ability to timely complete scope of any work required by this RFP.

## 8. COST PROPOSAL

Cost proposal shall be submitted in a separate sealed envelope as instructed above.

## 9. EXCEPTIONS TO THE AGREEMENT

This section shall include any exceptions the consultant has taken to ATTACHMENT C – NCTPA Sample Professional Service Agreement.

## 10. APPENDICES

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

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

The work to be performed under contract based on this RFP is described in the Scope of Work attached hereto as ATTACHMENT A and hereby incorporated herein.

## **SECTION 5 - REQUIRED QUALIFICATIONS**

The NCTPA seeks motivated, skilled and enthusiastic professional teams to be accountable and deliver innovative, high quality services. The Consultant team may consist of one or more firms; if there is more than one firm, the proposal should clearly state the relationship between the firms and who will lead the team. Proposers responding to this RFP will be expected to demonstrate that one or more team members have substantive practical experience and expertise in the following areas:

1. Minimum five (5) years recent experience in the areas discussed under Scope of Work, (see ATTACHMENT A) such as specific experience with urban design services and studies. Please provide brief resume showing work history and similar or relevant assignments completed by each proposed Proposer team member.

2. Minimum five (5) years experience in public sector and/or transportation-related engineering and/or architectural projects. Please provide specific California government agency projects that your firm and staff have delivered in the past five (5) years.

## **SECTION 6 - PROPOSAL SELECTION AND PROCESS DATES**

Issue Date:	October 17, 2012
Pre-proposal Conference:	November 2, 2012 at 2:00 PM
Deadline for Submitting Written Questions:	November 9 by 5:00 PM
Answers to Written Questions Posted:	November 16, 2012 by 5:00 PM
Deadline for Proposal Submittal:	November 26, 2012 at 2:00 PM
Interviews:	Week of December 3, 2012
Final Selection:	Week of December 3, 2012
Award Contract:	December 12, 2012

## **SECTION 7 - EVALUATION AND QUALIFICATIONS**

### **A. EVALUATION METHOD**

NCTPA will review and evaluate all proposals deemed responsive to this request by the Evaluation Selection Recommendation Committee (ESRC) in accordance with NCTPA's FTA Procurement Policies and Procedures Manual. The initial evaluation will consider the firm's prior experience, understanding of services required, qualification of proposed staff, and the ability to meet the staffing requirements. Each of the firms will be ranked by the ESRC based on the criteria listed in this section.

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

Following the ESRC's analysis of the written proposals and possible follow up discussions, NCTPA will enter into negotiations with the highest ranked firm(s). If negotiations with a firm are ultimately unsuccessful, or if the firm declines the work offered, then negotiations will proceed with the next highest ranked firm from the proposal list, and so forth until a firm or firm is/are selected. In the event of a tie, cost proposals will be opened and the lowest cost will be the awarding criteria for the contract. The Finalist(s) will be selected among the firms that NCTPA feels would make the best provider.

### **C. CONTRACT NEGOTIATION**

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

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

The Evaluation Selection Recommendation Committee (ESRC), which may be made up of staff from NCTPA, and other outside agencies, will review the proposals submitted. They will then establish a short list of pre-qualified firms based on pre-established review criteria and interview the firms, if necessary. The individual or composite rating and evaluation forms prepared by the ESRC will not be revealed.

The product of the selection process will be to award a contract to the top ranked firms, as recommended by the ESRC. The following criteria and point system will be used to evaluate the RFP:

1. Understanding the role of an on-call engineer/architect in the public sector and approach to conducting and completing projects within budget and schedule (25 pts.);
2. The project manager's experience with transit related projects (15 pts.);
3. Transit related experience of the proposer, and subcontractors if any (15 pts.);
4. Qualification of the firm in performing work related to the scope of work; experience working with public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subProposers; and assessments by client experiences (45 points);

After initial evaluation of the proposals, NCTPA may, at its discretion, hold interviews with the top ranked proposers. The interviews may take place the week of December 1st. Each interview will be no more than 60-minutes, with the proposer's presentation limited to not more than 20-minutes. Any areas of specific concern will be identified before the interview. NCTPA reserves the right to award a contract based solely on written proposals and not conduct oral interviews.

## **SECTION 8 - AWARD**

In accordance with NCTPA's Procurement Policies and Procedures Manual, the ESRC will review and evaluate the proposal based on the firms' understanding of the role of an on-call engineer/architect, project manager experience, understanding of the services required, and the qualifications of the firm. Each of the firms will be ranked by the ESRC based on the criteria listed in Section 7. The NCTPA will enter into negotiations with the highest ranked firm(s). If negotiations with a firm are ultimately unsuccessful, or if the firm declines the work offered, then negotiations will proceed with the next highest ranked firm(s) from the proposal list, and so forth until a firm(s) is/are selected. In the event of a tie, cost proposals will be opened and the lowest cost proposal will be the contract award criteria. Again, NCTPA reserves the right to award without interviews, based only upon the initial proposals. Each initial proposal should be submitted with the most favorable terms from both price and technical perspectives.

## **SECTION 9 - NON-DISCRIMINATION**

Proposers shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above), in the performance of NCTPA contracts. Proposers and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Proposers shall include the non-discrimination and compliance provisions of the above clause in all subcontracts to perform work under this contract.

## **SECTION 10 - LEVINE ACT**

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

## **SECTION 11 - NCTPA DBE/UDBE REQUIREMENTS**

NCTPA has adopted a Disadvantage Business Enterprise (DBE) Policy, pursuant to which the NCTPA encourages all prime proposers to utilize qualified DBE sub proposers on NCTPA projects, NCTPA promotes the direct purchase of goods from qualified DBEs by utilizing DBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, NCTPA seeks the utilization of qualified DBEs when such DBEs are available. All prime proposers are required to report on DBE usage during the term of each contract. For instructions and forms, see ATTACHMENT E, E-1, E-2, E-3.

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

The NCTPA goals for professional services are \_\_\_\_\_ for DBE.

## **SECTION 12 - INDEMNIFICATION AND INSURANCE REQUIREMENTS**

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

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All inquiries pertaining to this RFQ should be directed to Lawrence E. Gawell, Manger of Procurement, at the following email address: [lgawell@nctpa.net](mailto:lgawell@nctpa.net) no later than 2:00 PM PST, November 16 2012. Response to all questions submitted by the procurement schedule deadline that may have a material impact on the proposal will be posted on the NCTPA website: <http://sites.google.com/site/nctpawebiste/rfp-rfq-s>. The subject line for questions submitted in writing should include reference to: "Questions – NCTPA RFQ No. 2012-053 On-Call Engineer/Architect and Project Delivery Services".

Proposals must be received no later than **2:00 PM, local time, on November 26, 2012**. Late proposals will not be considered.

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

Lawrence Gawell  
Procurement Officer  
Napa County Transportation and Planning Agency  
625 Burnell Street  
Napa, California 94559-2912

Attachments Follow

## **ATTACHMENT A**

### **SCOPE OF WORK**

On behalf of NCTPA, the Agency is seeking to identify a list of qualified proposers to provide services related to the list below. The Proposers shall perform a variety of on-call Engineer/Architect and project delivery services on as needed basis in support of the various project phases including but not limited to project scoping, planning, preliminary engineering, environmental studies, final design, right of way support and utility coordination.

Project Opportunities may include:

- Transit Maintenance Facilities
- Park and Ride Facilities
- Corridor Studies
- Feasibility Studies
- Transit Fueling facilities

Samples of the range of services that may be required include, but shall not be limited to, the following:

- Project Management and Administration - the management of the project from initiation through completion. The services provided include initiation, planning, execution, control, and close out of projects.
- Project Initiation Document (PID) - work involved in the preparation, review, and approval of a Project Initiation Documents, including Project Study Report (PSR).
- Perform Preliminary Engineering Studies and Prepare Draft Project Report - work involved in conducting preliminary engineering studies used in the development of a draft project report. Includes minor survey effort directly related to the project report.
- Prepare System Engineer Management Plan (SEMP) and other efforts related to the project.
- Perform Environmental Studies and Prepare Draft Environmental Document (DED) - work involved in the performance of environmental studies needed to determine the environmental impact of a Capital Outlay Project and preparation of the draft environmental document.
- Circulate Draft Environmental Document and Select Preferred Project Alternative - work involved in the circulation of the Draft Environmental Document, obtaining and responding to public comment, and selecting a preferred alternative.
- Prepare Project Report and Final Environmental Document - work involved in the preparation, review, and approval of a Project Report, a Final Environmental Document, and Notices of Determination and / or Records of Decision.
- Prepare Base Maps and Plan Sheets - work involved in the preparation of geometric base maps and functional base plan sheets, including review of existing project information, gathering appropriate mapping, and conducting additional studies. Final products of this activity include distribution of maps for right of way support and plan sheets to other firms and Caltrans functional units.

- Prepare Structures Site Plans - work involved in the preparation of various structure site plans, including site geometries, contours, relocation of utilities and other surface and underground obstacles.
- Coordinate Utilities - work involved in the identification, positive location (potholing), protection, removal and/or relocation of utility facilities necessary to clear and certify Right of Way. Includes coordination with utility companies and review of utility plans.
- Obtain Permits and Agreements - work involved in obtaining necessary permits and agreements needed for project construction.
- Prepare Preliminary Structures Design Data - work involved in gathering /verifying data needed to begin structures design activities. Sub products of this activity include Structures Preliminary Reports, Foundation Plans, and Updated scope of work / estimates for Transportation Related Structures, and Preliminary Geology Reports.
- Prepare Structures General Plans - work involved in the preparation of preliminary plans and related estimates, including structures general plans.
- Perform Right of Way Engineering - work involved in performing Right of Way Engineer work in advance of Appraisal and Acquisition activities. Includes preparing appraisal maps.
- Obtain Right of Way Interests for Project Right of Way Certification – work involved in assuring that the State and local jurisdictions has legal and physical possession and right to enter on all land for the project necessary for deliverance of the Right of Way Certification.
- Prepare Draft PS & E - work involved in the preparation and review of draft roadway plans, specifications and estimates. Includes roadway design and preparation of functional PS & E's. Also includes incorporation of the Draft Structures PS & E into Draft PS & E.
- Mitigate Environmental Impacts and Clean-up Hazardous Waste - work involved in the identification and mitigation of environmentally sensitive or hazardous waste sites as required to construct a capital outlay project. Includes long term mitigation monitoring efforts if necessary, within overall project scope.
- Prepare Draft Structures PS & E - work involved in the development of the final design and preparation of draft structures plans, specifications, and estimate. Include Foundation Review.
- Prepare Final Structures PS & E Package - work involved in addressing comments on the Draft Structures PS & E and incorporating them into the final structures PS & E EXPEDITE package.
- Circulate, Review, and Prepare Final District PS & E Package - work involved in the circulation and review of the Draft PS & E package. Includes addressing review comments and preparing the Final PS & E package.
- Prepare Contract Documents - work involved in the preparation of contract bid documents. Completion of this activity is the milestone "Ready to List".
- Construction – Oversight; Support; and Management.

## **OTHER CONSIDERATIONS**

1. The proposer will be available by phone or in person to be designated NCTPA staff throughout the contract period.
2. Unless otherwise required by law or made public by NCTPA, all discussions with NCTPA staff shall be confidential. In addition all documents, computer files and all other data compiled by or received by the proposer under this contract shall be treated by the proposer as confidential and shall be delivered only to authorized staff as required in the contract. Their contents shall not be made known by the proposer to any person other than personnel of the Proposer performing services under this contract without written consent of the NCTPA. The proposer shall directly any request for documents, data or other records to the NCTPA Executive Director.

**ATTACHMENT B**

**GENERAL INFORMATION FORM**

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

Legal Name of Firm :

Date:

Street Address:

Telephone Number:

City/State/Zip:

E-mail address:

NCTPA DBE

NCTPA LBE

DBE

UDBE

None

Type of Organization:

(Corporation, Sole Proprietorship, Partnership, etc.)

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Project Manager:

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Name, Title, and Phone Number of Person Project Correspondence should be directed to:

Proposer Work Discipline: Project Delivery Team  Individual Firm

Sub Proposer Information

Firm Name(s) Address

Contact Name/Phone Number

Email

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NCTPA DBE

DBE

UDBE

None

Signature, Name and Title of Person Signing

**ATTACHMENT C**

**NCTPA SAMPLE PROFESSIONAL SERVICE AGREEMENT**

Please refer to our website <http://sites.google.com/site/nctpawebiste/rfp-rfq-s> for Professional Service Agreement.

**ATTACHMENT D**

**FEDERAL REQUIRED CONTRACT CLAUSES**

Please refer to our website <http://sites.google.com/site/nctpawebpage/rfp-rfq-s> for content of federal required clauses.

**Federal Required and Other Model Contract Clauses**

	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof Svc
1. Fly America - Required for air transportation.							
2. Buy America	>\$100,000		>\$100,000			>\$100,000	
3. Charter Bus and School Bus		X					
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.							
5. Seismic Safety			New Bldg				
6. Energy Conservation	X	X	X	X	X	X	X
7. Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
8. Bus Testing	X	Turnkey					
9. Pre-Award and Post-Delivery Audit	X	Turnkey					
10. Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
11. Access to Records and Reports		X	X	X			X
12. Federal Changes	X	X	X	X	X	X	X
13. Bonding			>\$100,000				
14. Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15. Recycled Products	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000
16. Davis-Bacon and Copeland Anti-Kickback Acts			>\$2,000				
17. Contract Work Hours and Safety Standards Act			>\$100,000				
18. No Government Obligation to Third Parties		X	X	X	X	X	X
19. Program Fraud and False or Fraudulent Statements and Related Acts	X	X	X	X	X	X	X
20. Program Fraud and False or Fraudulent Statements and Related Acts	X	X	X	X	X	X	X
21. Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
22. Government-wide Debarment and Suspension (Nonprocurement)	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
23. Privacy Act	X	X	X	X	X	X	X
24. Civil Rights	X	X	X	X	X	X	X
25. Breaches and Dispute Resolution	X	X	X	X	X	X	X
26. Patent and Rights in Data	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
27. Transit Employee Protective Agreements		X					
28. Disadvantaged Business Enterprise (DBE)	X	X	X	X	X	X	X
30. Incorporation of Federal Transit Administration Terms	X	X	X	X	X	X	X
31. Drug and Alcohol Testing		X					

\* Procurement of items designated by EPA - 40CFR247

## ATTACHMENT E

### CALTRANS DBE/ UDBE REQUIREMENTS

- NCTPA has established a Disadvantage Business enterprise goal for this Agreement of \_\_\_\_\_%

OR

- NCTPA has not established a DBE Goal for this Agreement' however, Contractor is encouraged to obtain DBE participation for this Agreement

OR

- NCTPA has established an Underutilized DBE goal for this Agreement of \_\_\_\_\_%.

OR

- NCTPA has not established an Underutilized DBE goal for this Agreement. However, Contractor is encouraged to obtain UDBE participation for this Agreement.

#### 1. GENERAL PROVISIONS

This Project is subject to Title 49 Code of Federal Regulations Part 26.13 (b) (49 CFR 26.13) that states:

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

Contractor's attention is directed to the following provisions:

- A. Any subcontract entered into as a result of this Project shall contain all of the provisions of this Section.
- B. Take necessary and reasonable steps to ensure that DBEs and UDBEs have opportunity to participate in the Contract (49 CFR 26).
- C. Make work available to Underutilized Disadvantaged Business Enterprises (UDBE) and select work parts consistent with available UDBE sub-Contractors.
- D. Meet the specified UDBE participation goal or demonstrate that adequate good faith efforts were made to meet this goal; or if there is no specified UDBE goal use good faith efforts for participation.

- E. Verify that the UDBE firm is certified as DBE. For a list of certified DBEs, follow the link [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm) for access to the CUCP database. There is no specific certification for UDBE firms; however the CPUC database breaks down DBE firms by gender and ethnicity to facilitate locating UDBE firms.
- F. UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:
  - 1. Black Americans,
  - 2. Native Americans,
  - 3. Asian-Pacific Americans,
  - 4. Women.
- G. References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.
- H. Contractor is responsible to be fully informed regarding the requirements of 49 CFR Part 26 and Caltrans DBE and UDBE programs.

## 2. SUBMISSION OF UDBE AND DBE COMPLIANCE DOCUMENTATION

- A. If there is a UDBE goal on the contract, a "Local Agency Bidder/Proposer-UDBE Commitment (Proposer Contract)" (Attachment E-1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. When selected, the Contractor will complete and sign all requested UDBE forms. If the goal is not met, the proposer must document adequate good faith efforts. (Attachment E-3) Only UDBE participation will be counted towards the UDBE contract goal; however, all DBE participation shall be collected and reported.
- B. If there is a DBE goal for the Contract, a "Local Agency Proposer -DBE – Information (Proposer Contract)" (Attachment E-2) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all UDBE and DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.
- C. The information provided on the form should include with names, addresses and phone numbers of DBE firms (including UDBE firms) that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful Contractor certified as a DBE should describe the work it has committed to perform with its own forces as well as any other work that it has committed to be performed by DBE sub-proposers and suppliers.

The Contractor is encouraged to provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful Contractor is encouraged to submit a copy of the joint venture agreement.

3. DBE PARTICIPATION

It is the Contractor's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
  - B. A certified DBE may participate as a prime Contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
  - C. A UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
    - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
    - 2. The proposer will meet the goal through work performed by UDBE subContractors, subContractors, suppliers or trucking companies.
    - 3. The proposer made adequate good faith efforts to meet the goal.
  - D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
  - E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
  - F. The prime Contractor shall list only one subContractor for each portion of work as defined in their proposal and all DBE subContractors should be listed in the cost proposal list of subContractors.
  - G. A prime proposer who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subproposers.
4. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
  - B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
  - C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
  - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
5. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL, UNDER THE FOLLOWING CONDITIONS:
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
  - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
  - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

## 6. PERFORMANCE OF DBE CONTRACTORS AND DBE SUBCONTRACTORS / SUPPLIERS

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

## 7. FINAL REPORT

Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the CONTRACTOR or the Contractor's authorized representative and shall be furnished to NCTPA with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to NCTPA.

8. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to NCTPA within 30 days.



## **INSTRUCTIONS - LOCAL AGENCY BIDDER- UDBE COMMITMENT (PROPOSER CONTRACTS) (Revised 03/09)**

### **ALL PROPOSERS:**

**PLEASE NOTE:** It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the proposer contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Proposer. Notify the Proposer in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime proposer and subproposer certification numbers. Prime proposers shall indicate all work to be performed by UDBEs including, if the prime proposer is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Attachment E-1 must be signed and dated by the proposer proposing. Also list a phone number in the space provided and print the name of the person to contact.

**For the Success Proposer only, local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.



**INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION  
(PROPOSER CONTRACTS) (Revised 03/09)**

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the proposer contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime proposer. The form has a column for the Names of DBE certified proposers to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime proposer's and subproposers' certification numbers. The prime proposer shall indicate all work to be performed by DBEs including, if the prime proposer is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Attachment E-2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

**Attachment E-3 UDBE Information – Good Faith Efforts**

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

NCTPA established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of \_\_\_\_\_% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder – UDBE Commitment" form indicates that the bidder has met the UDBE 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 UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder – UDBE 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 UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE 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 UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. The items of work which the bidder made available to UDBE 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 UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

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

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

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

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

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E. Efforts made to assist interested UDBEs 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 UDBEs:

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F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE 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 UDBE 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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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

## **ATTACHMENT F**

### **LABOR RATE SCHEDULE FORM**

This attachment is *Instructional only*. Please submit the required information and identify it as ATTACHMENT F. Provide the labor rate schedules for the prime proposer and all subproposers proposed to perform the work under this RFQ. The schedule should include the name, classification and rate except where a classification is listed as a group with a rate range.

Include the standard ODC schedule information for your firm.



October 17, 2012  
NCTPA Agenda Item 8.7  
Continued From: New  
**Action Requested: APPROVE**

## **NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Program Manager-Finance  
(707) 259-8779 / Email: aonorato@nctpa.net  
**SUBJECT:** Request for Qualifications (RFQ) 2012-04 On-Call Marketing and Public Relations Services

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve the release of the RFQ 2012-04 (Attachment 1) for On-Call Marketing and Public Relations Services authorizing the Executive Director to: (1) issue an RFQ and (2) designate selected consultants to be considered for future on-call Marketing and Public Relations Services for all or any of the services outlined in the RFQ.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

From time to time, NCTPA has the need to hire outside services for marketing and public relations services. Approval of this request would establish a pool of qualified consultants for an array of services. Selecting multiple consultants will streamline the RFP process when services are needed while maintaining the integrity of the procurement process by adhering to all federal, state, and local procurement requirements. Selecting multiple consultants within a given area will also ensure that future planning procurements remain price competitive.

### **PROCEDURAL REQUIREMENTS**

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

**FINANCIAL IMPACT**

Is there a fiscal impact? No.

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: Yes. Based upon the task orders given.

Consequences if not approved: NCTPA staff may not have the expertise in various areas of marketing, outreach, and public relations.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

Staff is requesting authorization to issue a RFQ for On-Call Marketing and Public Relation Services. NCTPA staff requires the services of technical consultants when the work scope of is outside the expertise of staff, when tools are not available internally such as market research tools or graphic design software, when extraordinary events occur, or when staff is tasked with projects that are in addition to their day to day assignments.

The consultant services to be included in the RFQ include:

- Coordinated marketing campaigns
- Promotions
- Surveys
- Media events
- Limited English outreach
- Newsletters
- Strategic communications
- Public outreach events
- Strategic marketing
- Partnerships with local employers and institutions
- Regional special events
- Crises management
- Graphic services and branding

**SUPPORTING DOCUMENTS**

Attachment: Draft RFQ 2012-04 Marketing and Public Relations Services

REQUEST FOR QUALIFICATIONS

**On-Call Marketing and Public Relations Services**

RFQ #2012- 04

Dear Proposers,

The Napa County Transportation and Planning Agency (NCTPA) is issuing a Request for Qualifications (RFQ) from professional firms to provide marketing, outreach, and public relations services. NCTPA invites firms or individuals that possess qualifications, experience and knowledge to submit a proposal.

Any contract to be awarded as a result of this RFQ will be awarded without discrimination based on race, color, religion, sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above).

To obtain a full copy of the RFQ, please contact NCTPA at (707) 259-8631 or download the document in PDF format from our website at: <http://www.nctpa.net/bsn-emp/bsn-procurement/procurement-opportunities.html>.

All inquiries pertaining to this RFQ should be directed to Larry Gawell, Chief Procurement Officer at the following email address: [lgawell@nctpa.net](mailto:lgawell@nctpa.net) no later than **Friday, October 26, 2012 by 3:00pm**. Responses to all questions submitted that may have a material impact on the proposal will be posted on the NCTPA website by **Wednesday, October 31, 2012** at:

<http://www.nctpa.net/bsn-emp/bsn-procurement/procurement-opportunities.html>

The subject line for questions submitted in writing should include reference to: "Questions – NCTPA RFQ #2012-04 On-Call Marketing and Public Relations Services".

Proposals must be received no later than **Wednesday, November 7, 2012 by 2:00 pm local time**. Late proposals will not be considered.

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

Mr. Larry Gawell  
Chief Procurement Officer  
Napa County Transportation and Planning Agency  
707 Randolph Street, Suite 100  
Napa, California 94559-2912

All correspondence and transmittals should be complete, sealed and clearly marked as "**Proposal Submittal, RFQ #2012-04 On-Call Marketing and Public Relations Services**" and should indicate the date and time of RFQ closing. The proposer must submit an original proposal and 4 copies (5 in total).

We look forward to receiving a proposal from your firm.

Sincerely,

Kate Miller  
Executive Director

**DRAFT  
REQUEST FOR QUALIFICATIONS**

**On-Call Marketing and Public Relations Services**

(RFQ #2012-04)

Issued by:



Release Date: October 18, 2012

**RESPONSES DUE**  
**2:00 pm (local time) November 7, 2012**  
at the  
Napa County Transportation & Planning Agency  
707 Randolph St., Suite 100  
Napa, CA 94559

Release of RFQ authorized by:

\_\_\_\_\_  
Kate Miller, NCTPA Executive Director                      Date

\_\_\_\_\_  
Larry Gawell, NCTPA Procurement Officer                      Date

\_\_\_\_\_  
Janice Killion, NCTPA Legal Counsel                      Date

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## PROCUREMENT SCHEDULE

KEY RFQ DATES (all times are local)

<b>Issue Date:</b>	<b>Thursday, October 18, 2012</b>
<b>Pre-proposal Conference:</b>	<b>Wednesday, October 24, 2012 at 2:00pm</b>
<b>Deadline for Submitting Written Questions:</b>	<b>Friday, October 26, 2012 by 3:00pm</b>
<b>Answers to Written Questions Posted:</b>	<b>Wednesday, October 31, 2012</b>
<b>Deadline for Proposal Submittal:</b>	<b>Wednesday, November 7, 2012 by 2:00pm</b>
<b>Interviews (if needed):</b>	<b>Week of November 19, 2012</b>
<b>Final Selections:</b>	<b>Thursday, November 30, 2012</b>
<b>Award Contract:</b>	<b>Wednesday, December 12, 2012</b>

(dates and times subject to changes without prior notice)

# Request for Qualifications (RFQ #2012-04)

## On-Call Marketing and Public Relations Services

### SECTION 1 – INTRODUCTION

The Napa County Transportation and Planning Agency (NCTPA) is a joint powers agency established in June of 1998 with members including the cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, and the County of Napa. The work activities of NCTPA are defined by the joint powers agreement and overseen by the Board of Directors made up of elected officials from the respective member agencies, and an ex-officio member from the Paratransit Coordinating Council (PCC).

NCTPA 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. NCTPA is charged with coordinating short and long term planning and funding within an intermodal policy framework in the areas of highways, streets and roads, transit and paratransit, and bicycle improvements.

NCTPA is seeking an on call Marketing and Public Relations (MPR) Services firm to develop a comprehensive marketing plan, coordinate public outreach efforts, and provide public relations services for NCTPA and its affiliates: the Napa Valley Transportation Authority and VINE Transit-which includes VINE Go paratransit service, American Canyon Transit, St. Helena VINE, the Yountville Trolley, and Calistoga Shuttle.

The proposer must have experience with developing a public sector brand, and with community marketing campaigns. In order to gain insights from Napa County residents regarding their consumer behavior, the consultant must also be experienced with community outreach in order to assess current consumer attitudes and perceptions.

It is NCTPA's intent to establish a list of qualified firms for On-Call Marketing and Public Relations Services. Contracts are expected to be awarded on **December 12, 2012** for a period not to exceed three (3) years with two (2)- one year renewal options. Prospective proposers may choose to form a team with sub-proposers for the purposes of submitting a proposal. However, if selected, NCTPA reserves the right to request substitutions of particular subproposers.

A detailed scope of work, budget, and schedule will be developed for specific task orders to be issued by NCTPA for individual projects. All documents and reports shall be submitted to NCTPA electronically and in hard copy as instructed for each task order.

## **A. GENERAL**

The Napa County Transportation and Planning Agency is the regional transportation planning agency serving Napa County, with a population of approximately 150,000. The County seat and NCTPA offices are located in the City of Napa.

NCTPA serves the regional transportation planning needs of Napa County and the five incorporated cities of Napa County which include; Napa, American Canyon, St. Helena, Calistoga, and the Town of Yountville. NCTPA staff regularly work with a wide range of stakeholders including but not limited to; the County Board of Supervisors, Caltrans, the City Councils, Planning Commissions and staff of each of the incorporated cities as well as civic groups and members of the business community. NCTPA also contracts with a highly qualified team of civil engineers, transportation planners, and other consultants that provide technical expertise to assist with pursuing its goals.

## **MARKETING SERVICES**

Marketing services could include but are not limited to:

- Branding
- Development of advertising copy and target markets
- Provide graphic services
- Preparation of marketing plans for specific services

## **PUBLIC RELATIONS**

Public Relations services could include but are not limited to:

- Provide public relations services and advice to the Executive Director in response to emergencies or sensitive issue concerning NCTPA and its VINE transit services
- Assist in the development of a key message concerning the value of a comprehensive public transportation system, both from a public service and an economic development perspective.
- Train board members and employees on message consistency.
- 7. Assist with the development and coordination of key media events.
- Aid with media messaging
- Develop media materials and advice on various media platforms such as:
  - Web design
  - Social media
- Help with community events and ribbon cutting

## SECTION 2 - INSTRUCTIONS TO PROPOSERS

### A. Pre-Proposal Conference

A pre-proposal conference will be held on **Wednesday, October 24, 2012, at 2:00pm** at NCTPA's headquarters located at 707 Randolph St. Suite 100, Napa, CA 94559. All proposers are strongly encouraged to attend. A conference phone number will be made available for proposers to call into the meeting.

### B. Examination of Proposal Documents

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

### C. Addenda/Clarifications

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFQ may be requested in writing. All inquiries pertaining to this RFQ should be emailed to Larry Gawell, Chief Procurement Officer, at the following email address: [lawell@nctpa.net](mailto:lawell@nctpa.net) no later than **October 26<sup>th</sup>, 2012 by 3:00 pm**. Responses to all questions submitted that may have a material impact on the proposal will be posted on the NCTPA website:

<http://www.nctpa.net/bsn-emp/bsn-procurement/procurement-opportunities.html>

by **Wednesday, October 31, 2012**. The subject line for questions submitted in writing should include reference to: **"Questions – NCTPA RFQ #2012-04 On-Call Marketing and Public Relations"**. Inquiries received after the date and time stated above will not be accepted and will be returned to the senders without response.

#### D. Submission of Proposals

All proposal submittals shall be transmitted with a cover letter. The person authorized by the firm/team to negotiate a contract with NCTPA shall sign the cover letter and the letter shall include the name, title, address, email address and the telephone number of the individual to whom correspondence and other contacts should be directed during the Proposer selection process. Address the cover letter as follows:

Mr. Larry Gawell  
Chief Procurement Officer  
Napa County Transportation and Planning Agency  
707 Randolph Street, Suite 100  
Napa, California 94559-2912

The Proposer shall submit five (1 original plus 4) hard copies and one (1) electronic CD copy in PDF format of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address, and clearly marked as follows:

**"Proposal Submittal-NCTPA RFQ #2012-04 On-Call Marketing and Public Relations Services"**

Proposals must be received no later than **November 7, 2012 by 2:00pm** local time. Late proposals will not be considered.

A proposer may object to a provision of the RFQ on the grounds that it is biased, unduly restrictive or arbitrary or to the selection of a particular Proposer on the grounds that NCTPA procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Executive Director a written explanation of the basis for the protest:

1. Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed not later than five days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by NCTPA. Any protest based on such grounds not filed within this period will not be considered by NCTPA.
2. Any bid protests regarding the evaluation of bids or proposals by NCTPA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with NCTPA no later than five (5) days after the protestor's receipt of NCTPA's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by NCTPA.

All documents submitted as part of the proposal will be deemed confidential during the evaluation process. After the award of a contract, any material submitted by a proposer in response to this RFQ is subject to public inspection under the California Public Records Act (Government Code Sections 6250 et seq.) unless exempt by law. The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure.

**E. Withdrawal of Proposal Submittal**

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

**F. Rights of NCTPA**

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

NCTPA may investigate the qualifications of any Proposers under consideration, require confirmation of information furnished by the Proposer, and require additional evidence or qualifications to perform the Services described in this RFQ.

NCTPA reserves the right to:

1. Reject any or all proposal submittals
2. Issue one or more subsequent RFQ's and/or RFP's
3. Postpone opening for its own convenience
4. Remedy technical errors in the RFQ process
5. Approve or disapprove the use of particular sub Proposers
6. Negotiate with any, all, or none of the Proposers responding to this RFQ
7. Award a contract to one or more Proposers
8. Waive informalities and irregularities in any proposal

All work performance and services provided by the designers under this contract and the final graphic work products shall become the property of the Napa County Transportation and Planning Agency. All reports, specifications, drawings, photographs, graphical representations, and electronic data pertaining to same, developed by the designers or in conjunction with this contract, shall be surrendered to NCTPA at the conclusion of the design phase or upon request. The designers expressly waive all copyright privileges to such information, and NCTPA may use or modify same without any additional payment to the Design Firm. Any reuse of work prepared by the Design Firm shall be solely at NCTPA risk with no liability to the Design Firm. Any data used in, or developed as a result of, this contract shall be revealed to no other parties except NCTPA, without the expressed consent of NCTPA.

#### G. Contract Type

It is anticipated that the agreements resulting from this solicitation, if awarded, will be a Task Order Contract, which may use either cost plus fixed fee or fixed price compensation.

Proposers shall be prepared to accept the terms and conditions of NCTPA's standard form contract included as ATTACHMENT C (NCTPA Sample Professional Service Agreement) hereto. If a Proposer desires to take exception to the Agreement, the Proposer shall provide the following information as a section of the Proposal identified as "Exceptions to the Agreement":

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant Exhibits and Attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

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

#### H. Evaluation Selection and Recommendation Committee (ESRC):

Members of the ESRC consist of employees at NCTPA and possibly members of NCTPA's committees. Members of the selection committee have not been identified as of the release of this RFQ.

## SECTION 3 - FORMAT AND CONTENT OF PROPOSAL

Each initial proposal should be submitted with the most favorable terms from both price and technical perspectives.

### A. Format

#### 1. Technical Proposal

Technical Proposals shall be printed, bound and be: 1) as brief as possible, and 2) not include any irrelevant promotional material. Five (1 original plus 4 for a total of 5) hard copies and one (1) electronic CD copy in PDF format of your RFQ submittal are due at NCTPA offices no later than the time and date specified in Section 2. INSTRUCTIONS TO PROPOSERS.

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

The nature and form of response of the Technical Proposal submittal is at the discretion of those responding, but shall include, at a minimum, the information listed in Section B below.

#### 2. Cost Proposal

A Cost Proposal should be submitted in a separate sealed envelope titled "RFQ #2012-04 On Call Marketing and Public Relations Services." The Cost Proposal should indicate the proposed hourly billing rates for each member of the Proposer team being proposed. The hourly billing rate must include: salary, benefits, firm overhead charge, any administrative expense or fee and profit.

## B. Content

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

- TITLE PAGE
- TRANSMITTAL LETTER
- EXECUTIVE SUMMARY
- COMPANY BACKGROUND AND EXPERIENCE
- QUALIFICATIONS OF PROPOSER
- PROJECT APPROACH AND UNDERSTANDING
- STAFFING AND PROJECT ORGANIZATION
- DETAILED WORK PLAN AND SCHEDULE
- COST PROPOSAL (separate sealed envelope titled "RFQ #2011-03 Cost Proposal")
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (not included in the 30 page limit)

### 1. TITLE PAGE

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

## 2. TRANSMITTAL LETTER

A transmittal letter signed by an official authorized to contractually bind the firm or individual is required to sign the cover letter. The transmittal letter shall state that the proposal shall be valid for a 90-day period and should include the name, title, address, telephone number and email address of the individual to whom correspondence and other contacts should be directed during the Proposer selection process.

Address the cover letter as follows:

Mr. Larry Gawell  
Chief Procurement Officer  
Napa County Transportation and Planning Agency  
707 Randolph Street, Suite 100  
Napa, California 94559-2912

## 3. EXECUTIVE SUMMARY

This section should be limited to a brief narrative highlighting and summarizing the proposal. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken. It should include, but not be limited to, the following:

- A description of the work required;
- A discussion of the purpose of the proposal;
- A summary of proposed approach;
- The assumptions made in selecting the approach.

## 4. COMPANY BACKGROUND AND EXPERIENCE

A minimum one page description of any previous projects similar to the services requested, indicating the project title, timing, and budget, sponsoring agency, agency project manager and roles of individuals used in those projects. Include the name of the contact person, agency for whom the work was performed, telephone and fax numbers and the year in which the work was completed. References may or may not be contacted.

## 5. QUALIFICATIONS OF PROPOSER

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

This section should include a brief description of the Proposer's qualifications and previous experience on similar or related engagements for transportation or public sector agencies. Description of pertinent project experience shall include a summary of the work performed, the total project cost, the period over which the work was completed, and the name title, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project.

In addition, the selected proposer will be required to provide the certification of eligibility that the proposer has not been debarred or suspended from providing services paid for by the federal government prior to award.

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

## 6. PROJECT APPROACH AND UNDERSTANDING

This part of the Proposal shall contain a description of how the proposer intends to organize its approach to the project. The proposer shall relate how it perceives its role in carrying out the responsibilities required by this RFQ. The proposer shall also provide examples of challenges encountered on similar projects and discuss their approach in handling some of the specific challenges and opportunities it foresees for this project.

## 7. STAFFING AND PROJECT ORGANIZATION

This section should identify key personnel and their experience who will be assigned to the project. An organizational chart for the project team and bios for key Proposer personnel shall be included. The chart shall indicate how the proposer intends to structure the project effort, and identify, as appropriate, the Project Director, Project Manager, Technical Team Member, and all other key personnel. This section shall include resumes for all Proposer personnel.

List any present activities and job commitments, including an indication of their ability to timely complete Scope of Work required by this RFQ.

## 8. DETAILED WORK PLAN AND SCHEDULE

In this section, the proposer is requested to provide details of its methodology and implementation strategy along with a schedule for the performance of the tasks identified in the Scope of Work of this RFQ. The work plan shall provide a narrative description of the plan for implementing the work tasks as well as any substantive or procedural innovations used by the proposer on similar projects that are applicable to the services described in this RFQ.

## 9. DETAILED WORK PLAN AND SCHEDULE

Identify by name and title who will handle each area of the scope of work.

As part of the RFQ response, firms will need to provide a brief statement regarding the ownership of the produced materials and tagline or provide the firm's policy regarding intellectual property issues. Please include in the proposal what will be required for NCTPA to own the final work produced.

## 10. EXCEPTIONS TO THE AGREEMENT

This section shall include any exceptions the Proposer has taken to ATTACHMENT C – NCTPA Sample Professional Service Agreement.

## 11. APPENDICES

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

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

The work to be performed under contract based on this RFQ is described in the scope of work attached hereto as ATTACHMENT A and hereby incorporated herein.

This solicitation is intended to provide NCTPA with On-Call Marketing and Public Relations Services. NCTPA may require assistance in the areas of marketing, outreach, public engagement, promotions, public relations, and other related services as needs arise.

## SECTION 5 - REQUIRED QUALIFICATIONS

Each proposal will include a letter from the firm's authorized representative providing general information about the firm and willingness to enter into a contract for the project with an original signature. Proposals must include information responsive to the evaluation criteria and may include more information than requested but should include at least the following:

1) The Proposer shall have extensive experience, expertise and reliability in providing marketing, communications, public relations, and public affairs consulting services; established reputation in the marketing and public relations community particularly with governmental clients for a public agency; Proposers must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.

The Proposer's track record in providing marketing, communications, public relations and public affairs consulting services to governmental agencies as well as private firms. This information should contain the type of project, the name of the owner or owners, name and title of contact person, telephone number, dates when the project was begun and completed, and budget. Submit links to similar completed projects. Work for governments and similar organizations is considered particularly pertinent. All contact information should be up-to-date as NCTPA may contact the references during the procurement process.

References/contacts provided should not exceed five (5) years from the year 2012; Proposers must ensure that contact info is current. A minimum of five (5) is required.

Project/Account Manager shall have a minimum of five (5) years of experience in marketing, communications, public relations, and public affairs consulting services.

Describe different services offered by your organization and the approximate share of business devoted to other services.

2) Provide a brief bio listing qualifications of each employee that would contribute to developing the brand for the Agency, if selected. Please note experience with similar projects.

3) Clearly define responsibilities of the Agency during the process.

4) Provide all necessary contact information for your organization.

5) Provide any additional information about your organization that you feel is relevant to the decision process.

Please provide specific reference information on each of the areas listed above as well any relevant experience that would indicate proficiency to undertake the tasks outlined in ATTACHMENT A.

## SECTION 6 - PROPOSAL SELECTION AND PROCESS DATES

Issue Date:	Thursday, October 18, 2012
Pre-proposal Conference:	Wednesday, October 24, 2012 at 2:00pm
Deadline for Submitting Written Questions:	Friday, October 26, 2012 by 3:00pm
Answers to Written Questions Posted:	Wednesday, October 31, 2012
Deadline for Proposal Submittal:	Wednesday, November 7, 2012 by 2:00pm
Interviews (if needed):	Week of November 19, 2012
Final Selection:	Thursday, November 30, 2012
Award Contract:	Wednesday, December 12, 2012

(dates subject to change without prior notice)

## SECTION 7 – EVALUATION AND SELECTION

### A. EVALUATION METHOD

NCTPA will review and evaluate all proposals deemed responsive to this request by the Evaluation Selection Recommendation Committee (ESRC) in accordance with NCTPA's Procurement Policies and Procedures Manual. The evaluation will consider the firm's approach and understanding of the services to the project, qualifications/experience of the firm(s) key personnel and personnel who will be working directly on the project, previous experience in managing the independent work of volunteers over disparate times, locations, and client abilities and/or knowledge of transit, and the ability to meet the agency's budget and schedule. Each of the firms will be ranked by the ESRC based on the criteria listed below.

### B. EVALUATION AND SCORING CRITERIA

The Evaluation Selection Recommendation Committee (ESRC) will review the proposals submitted. They will then establish a short list of pre-qualified firms based on pre-established review criteria and interview the firms, if necessary. The individual or composite rating and evaluation forms prepared by the ESRC will not be revealed.

The product of the selection process will be to award a contract with the top ranked firm(s), as recommended by the ESRC. The following criteria and point system will be used to evaluate the RFQ:

1. Qualification of the Firm: Technical experience in performing work of a closely similar nature; experience working with transit properties or other public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subcontractors; and assessments by client references. (30 points total 30% weight).

2. Staffing and Project Organization: Qualifications of project staff, particularly key personnel, especially the project manager; key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel. (20 points total 20% weight)
3. Demonstrated understanding of the project requirements and potential problem areas; project approach, work plan, and quality assurance program. (40 points total 30% weight)
4. Cost and Price: Reasonableness of the billing rates submitted and competitiveness of these rates with other offers received. (10 points 20% weight)

### C. EVALUATION PROCEDURE

The ESRC, generally made up of NCTPA staff and NCTPA committee members, will review the proposals submitted, establish a list of finalists based on pre-established review criteria, interview the finalist firms, and determine the successful Proposer. The names of the ESRC members are not revealed prior to the interviews. The individual or composite rating and evaluation forms prepared by board members will not be revealed.

After initial evaluation of the proposals, NCTPA may, at its discretion, hold interviews with the top ranked proposers. The interviews will likely take place the week of **November 19, 2012**. Each interview will be no more than 60-minutes, with the proposer's presentation limited to not more than 40-minutes. Any areas of specific concern will be identified before the interview. NCTPA reserves the right to award a contract based solely on written proposals and not conduct oral interviews.

## SECTION 8 - AWARD

In accordance with NCTPA's Procurement Policies and Procedures Manual, after the ESRC has completed its review, a list of qualified firms will be established. When project needs or specific tasks are identified, NCTPA may request a task-specified proposal from two or more qualified consultants from the list. Based on evaluation of the submitted task-specific proposal, the proposers most advantageous to NCTPA will be selected. Negotiations will be conducted for the extent of services to be rendered and for the method of compensation. NCTPA reserves the right to award its total requirement among the selected firms or to initiate a new procurement as NCTPA may deem in its best interest.

## SECTION 9 - NON-DISCRIMINATION

Proposers shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above), in the performance of NCTPA contracts. Proposers and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such

discrimination and harassment.

Proposers shall include the non-discrimination and compliance provisions of the above clause in all subcontracts to perform work under this contract.

## **SECTION 10 - LEVINE ACT**

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

## **SECTION 11 - NCTPA DBE/UDBE REQUIREMENTS**

NCTPA has adopted a Disadvantage Business Enterprise (DBE) Policy, pursuant to which the NCTPA encourages all prime Proposers to utilize qualified DBE sub Proposers on NCTPA projects, NCTPA promotes the direct purchase of goods from qualified DBEs by utilizing DBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, NCTPA seeks the utilization of qualified DBEs when such DBEs are available. All prime Proposers are required to report on DBE usage during the term of each contract. For instructions and forms, see ATTACHMENT E, E-1, E-2, E-3.

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

The NCTPA goals for professional services are 1.0% for DBE. For additional information please visit <http://www.nctpa.net/bsn-emp/bsn-outreach/dbe.html>.

## **SECTION 12 - INDEMNIFICATION AND INSURANCE REQUIREMENTS**

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

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**ATTACHMENTS FOLLOW**

**DRAFT**

## ATTACHMENT A

### SCOPE OF WORK

#### To provide On Call Marketing and Public Relations Services

Attachment "A" describes the services to be provided by the vendor(s) under this Agreement ("Work"). This is a Task Work Order driven Agreement. No Work shall be performed except pursuant to specific written authorizations issued by NCTPA. Attachment A provides a general description of the Work that the vendor(s) may be authorized to perform. At such time as NCTPA desires to have the vendor perform Work, NCTPA will issue a Task Work Order that describes the specific Work to be performed, the compensation to be paid for that Work, and the time for performance of that Work. Prior to issuing a Task Work Order, NCTPA will meet with the Vendor(s) to discuss the contents of the proposed Work Order. The compensation to be paid under a Task Work Order shall be based on the rates listed in Attachment B to this Agreement. NCTPA reserves the right to unilaterally determine the Work, compensation, and time for performance under any Task Work Order, provided that they are based on this Attachment A, Attachment B, and the other provisions of this Agreement. No minimum or maximum amount of Work is guaranteed under this Agreement.

#### SPECIFIC SERVICES

The vendor(s) shall provide the following described specific services under this Agreement. This Work, the compensation therefore, and the time for performance shall be specifically described in the Task Work Orders. These services shall only be performed pursuant to properly issued Task Work Orders.

##### **A. Meetings and Presentations**

The Vendor shall be available to attend meetings or make presentations. Such meetings and presentations may be held at any hour between 7 A.M. and 12:00 midnight on any day of the week. The Vendor may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings and presentations. To the extent that meetings and presentations are identified as part of the Work authorized by a Task Work Order, but specific dates and/or specific meetings are not identified in the Task Work Order, Vendor shall be fully prepared for such meetings and presentations upon five (5) working days notice.

Vendor shall also be obligated to attend meetings and make limited presentations on shorter notice and shall participate in such meetings as Vendor is able.

##### **B. Video, Photographic and Graphic Design Services**

The Vendor shall provide video, photographic and graphic design services related to the NCTPA projects as set forth in the Task Work Orders.

### **C. Coordination with Other Consultants and Entities**

The Vendor shall coordinate the Work with NCTPA's management team and any ongoing and/or planned projects that may affect NCTPA. The Vendor may also be called upon to engage in Public Affairs activities vital to ensure, and enhance, ongoing support of various projects among local, state and federal partners. These activities shall include, but are not limited to the following:

- Coordination with city, county, state and federal governmental agencies, including elected officials who represent the six (6) member jurisdictions; The Cities of Napa, American Canyon, St. Helena, Calistoga, Town of Yountville, and the County of Napa.
- Coordination with regional planning agencies and commuter assistance programs, including, but not limited to, Solano Napa Commuter Info.
- Coordination with Legislative bodies (Congressional and state legislative representatives and aides)
- Coordination with governmental agencies (Metropolitan Transportation Commission, Bay Area Air Quality Management District, etc.)
- Coordination with other public transportation agencies (STA, FAST, SolTrans, CCTA, etc).

The Vendor may be requested to establish and/or lead various working groups to support specific projects or groups of projects. These working groups may include technical or citizen advisory committees.

The Vendor shall also be available to any interested community, civic and special interest groups for presentations to identify Project recommendations and gain support for proposed improvements.

### **D. Public Involvement**

Public involvement includes communicating to and receiving information from all interested persons, groups and government organizations regarding the funding, planning, design, construction, operation and maintenance of NCTPA's programs. The Vendor shall assist in the development of a Public Involvement program that includes educational outreach to community groups, business interests, elected officials and other interested stakeholders. The Vendor's effort shall include, but not be limited to the following:

#### D1 Stakeholders

Identification of key stakeholders and community groups primarily in the geographic area of the key funding partners, including, but not limited to, the City and County of Napa, American Canyon, St. Helena, Calistoga, Town of Yountville. Vendor shall develop, maintain and periodically update mailing and e-mail addresses of all identified stakeholders.

#### D2 Presentations – Public Involvement

Preparation of educational materials, including targeted, audience-specific Power Point presentations, informational brochures, quarterly newsletters, and Project videos as required; tailored to specific audiences.

Coordination and delivery of community presentations, including, but not limited to, community groups, civic organizations, business organizations, and NCTPA stakeholders.

#### D3 Public Hearings

Assistance to NCTPA's public involvement effort for all projects and phases including: Planning, PD&E, Design, Right-of-Way acquisition, Construction and Maintenance. Vendor is expected to assist with the preparation of scripts or agendas for presentation; handouts and/or brochures; graphics; development of plans, reports and photos for public viewing; meeting equipment set-up and take-down, including appropriate directional signage; legal and/or display advertisement; letters of notification of elected and appointed officials, property owners and other interested parties; maintenance of an appropriate database identifying notified parties; news releases for use three (3) to five (5) days in advance of meetings; summary notes of meetings; briefing and debriefing of department staff; the provision of persons with multi-lingual expertise to facilitate communications in diverse areas of the County; and investigation of potential meeting sites. It is expected there will be 2 (two) such meetings per year.

#### D5 Outreach

Placement and periodic replenishment of NCTPA or VINE Transit schedules and informational materials at libraries, grocery stores, apartment complexes, community centers, colleges and universities, large employment centers, government complexes, post offices, malls, etc. The Vendor shall identify opportunities for and participate in booths at conventions, exhibits, community events, orientation week at middle and high schools, community colleges, etc.

#### D6 Educational Materials

Preparation, procurement and distribution of promotional and educational items. Vendor shall maintain vendors' lists and inventory/distribution lists of promotional materials.

#### D7 Special Events

Preparation, planning and execution of special events, including but not limited to news conferences, promotional events, and start-up events for construction and operation. Vendor shall identify and coordinate with other stakeholders, vendors, media outlets and potential event sponsors. Vendor shall develop invitee lists and distribute invitations.

#### D8 Crisis Communications

Development and creation of a crisis management communications plan and a Crisis Communications team. The plan shall include resume(s) and 24- hour daily, 7 days a week point of contact information for key crisis communications manager(s).

## **E. Construction Activities**

The Vendor shall develop a public involvement program and community outreach program related specifically to construction of the NCTPA or NVTA projects. Those programs shall include, but not be limited to the following activities:

### E1 Public Involvement Coordinator

Identification and appointment of a Public Involvement Coordinator for construction to coordinate all construction-related Public Involvement activities, community interaction, and contractor activities. The construction Public Involvement Coordinator shall coordinate with the Crisis Communications team.

### E2 Stakeholders

Identification of, and outreach to, affected stakeholders, including, but not limited to, motorists, property owners, local government officials and NCTPA representatives.

Vendor shall maintain a mail and e-mail address database of identified stakeholders and outreach efforts to be updated regularly.

### E3 Presentations – Construction

Coordination, development and execution of NCTPA construction-related presentations to identified stakeholders.

### E4 Outreach

Placement and periodic replenishment of NCTPA and NVTA construction-related materials at libraries, grocery stores, apartment complexes, community centers, colleges and universities, large employment centers, government complexes, post offices, malls, etc. Identification, development of outreach materials, and participation at conventions, exhibits, community events, etc.

Development of agenda materials, press releases, meeting notification materials, hand-outs, scripts and other materials required for all presentations and other construction-related activities.

The Vendor shall also prepare meeting minutes and meeting summaries as required.

### E5 Educational Materials

Development, execution and distribution of all construction-specific educational outreach materials, including but not limited to video, brochures, newsletters, fliers, mailings, announcements, neighborhood-specific door hangars and outreach, as well as phone bank coordination and training outreach, etc.

#### E6 Special Events

Preparation of plans and execution of special events, including but not limited to news conferences, promotional events, and start-up for construction and operation; identification and coordination with other Project stakeholders, vendors, media outlets and potential event sponsors; distribution of invitations and development and maintenance of invitee lists.

#### E7 Website and Social Media Development for Agency, Projects, and Services

Development, execution and maintenance NCTPA and VINE Transit websites, coordinated with NCTPA web administrator. Development and maintenance of social media sites, including advise on messaging.

#### E8 Construction meetings

Attendance at construction progress meetings

### **F. Business Outreach**

Vendor shall develop a Public Involvement/Marketing campaigns that targets businesses. The Vendor shall also identify:

#### F1 Stakeholders

All businesses, particularly those near each bus stop, that could offer employees new connectivity options to VINE Transit, and perform on-site "sales" visits to those businesses to promote VINE ridership. The Vendor shall also develop and maintain a reporting log of all visits and outcomes.

#### F2 Presentations – Business Outreach

Development, production and delivery of business-based presentation materials and brochures to promote VINE ridership and private-sector participation with transportation related projects. The Vendor shall also participate in business "fairs" and other special event promotions.

#### F3 Educational Materials

Development of sales, pricing and promotional strategies specific to business, including potential corporate tax breaks and benefits to employers.

#### F4 Special Events

Preparation of plans and execution of special events, including but not limited to news conferences, promotional events, identification and coordination with other Project stakeholders, vendors, media outlets and potential event sponsors; development and maintenance of invitee lists and development and distribution of invitations.

## **G. Marketing**

The Vendor shall develop a VIEN Transit marketing plan to maximize ridership and allow for adjustment of operations and maintenance plans in response to customer demands. Marketing activities shall focus on supporting ridership and revenue, community outreach, and establishing a strong VINE brand. Activities shall include, but not be limited to the following:

### G1 Stakeholders

Identification of stakeholders, including demographics and characteristics of potential customer base to better target outreach materials and efforts; identification of ridership trends; development and execution of pre-operation focus group studies as needed; and surveys of potential riders and non-riders. In connection with these activities, Vendor shall undertake the following:

- Develop sales, pricing and promotional strategies to achieve ridership growth
- Develop, administer and compile annual on-board ridership survey
- Conduct operation ridership and satisfaction surveys
- Coordinate operation activities with VINE Consumer Advisory Committee
- Develop customer-centric mission statement
- Prepare and update annually an analysis of strengths, weaknesses, opportunities and threats to NCTPA and VINE, to include:
  - Price and service sensitivity of VINE and assessment of VINE to respond to those pressures
  - Technological strengths and weaknesses of VINE
  - Opportunities for service diversification
  - Assess potential for improved performance and growth
  - Coordinate the economic development/growth management potential of VINE

### G2 Outreach - Marketing and Promotional Services

Development of a marketing plan that includes, but is not limited to the following:

- Communications planning implementation
- Marketing and advertising services
- Marketing and media research
- Media planning and placement
- Preparation of related media communications and collateral materials
- Preparation of audio/video presentations
- Post analysis, focus groups, patron surveys, etc.

The Vendor shall also develop a Multilingual Marketing plan based on the results of Market research performed by the Vendor. Vendor responsibilities may include, but are not limited to the following:

- Translation and production
- Communications planning implementation
- Marketing and advertising services
- Marketing and media research
- Media planning and placement
- Preparation of related media communications and collateral materials
- Preparation of audio/video presentations
- Post analysis, focus groups, patron surveys, etc.

### G3 Advertising

Development of an advertising campaign that includes, but is not limited to the following:

- Identification of strategies required to capitalize on advertising and ancillary revenue opportunities
- Telemarketing, e-mail campaign strategies
- Internet and website opportunities
- Select advertising on websites (e.g. Chambers, government, etc.)
- Twitter, Facebook and other social media sites as permitted by NCTPA
- Direct mail campaigns
- Develop and maintain direct mail and Internet contact lists
- Conforming billboards, especially along SR 29 corridor
- Co-sponsorship of community events
- VINE Transit signs on SR29 exits and other key intersections that serve bus stops
- 511 integration
- Signage at each station stop to identify future location of a VINE stop in coordination with local officials
- Development of a longer-term advertising campaign based on analysis of identified ridership demographics
- Identification and execution of radio/television advertising opportunities.
  - Target commuters at peak commuter times, including radio during morning commutes
  - Identify and address most frequent objections and develop persuasive messages
  - Develop and solicit free advertising, such as news stories, and public service announcements
  - Bus shelters/ads on buses
- Provide creative services, copy writing, art direction and art/design conceptual services.
  - Production services
  - Media services
  - Provide research, planning, buying, and post-buy analysis
  - Provide Media invoice /affidavit reconciliation
- Market Research
  - Initiate, supervise, and provide management reports on projects

#### G4 Measurements

Development of tangible and understandable measurements of marketing and outreach efforts, including the effectiveness of web based efforts and the allowable use of social media as directed by NCTPA. This report shall be submitted monthly, quarterly, or as needed depending on the project. The areas covered include, but are not limited to the following:

- Ridership
- Public perception
- Government and partner perception
- Successes
- Areas to improve
- Benefit/cost ratio of marketing, advertising and web
- Analysis
- Trends
- Forecasts

#### G5 Contract Assistance

Assistance with the following contract matters:

- Assist NCTPA in identifying, developing Request for Proposals and soliciting Wifi vendors with capability to provide Wifi services on all VINE buses.
- Identify advertising opportunities for potential Wifi vendors

#### **H. Public Meeting Support**

The Vendor shall identify a Liaison to provide support for scheduled public meetings, including identifying and arranging meeting site locations, the taking and preparation of meeting minutes, and other tasks as directed by NCTPA.

#### **I. Graphic Services and Branding**

The Vendor shall provide graphic services and branding design for agency, project, or services provided by NCTPA and its related VINE Transit Services.

#### **J. Other Considerations**

The proposer will be available by phone or in person to the designated NCTPA staff throughout the contract period.

#### **TERMS AND CONDITIONS**

NCTPA projects are supported by the Federal Transit Administration (FTA), under the US DOT, thus the procedures for awarding this project will follow the guidelines identified in FTA Circular 4220.1F. Payment terms must be provided with the quote. NCTPA will have up to sixty (60) days to make final payment upon completion of the entire scope of work by the Contractor.

## PERIOD OF PERFORMANCE

It is NCTPA's intent to establish a list of qualified firms for On-Call Marketing and Public Relations Services. Contracts are expected to be awarded on **December 12<sup>th</sup>, 2012** for a period not to exceed three (3) years with two (2)- one year renewal options. Prospective proposers may choose to form a team with sub-proposers for the purposes of submitting a proposal. However, if selected, NCTPA reserves the right to request substitutions of particular subproposers.

A detailed scope of work, budget, and schedule will be developed for specific task orders to be issued by NCTPA for individual projects. All documents and reports shall be submitted to NCTPA electronically and in hard copy as instructed for each task order.

DRAFT

**ATTACHMENT B**  
**LABOR RATE SCHEDULE FORM- MARKETING AND PUBLIC RELATIONS SERVICES**

This attachment is Instructional Only. Please submit the required information and identify it as ATTACHMENT B. Provide the labor rate schedule for the prime contractor and all subcontractors proposed to perform the work under this RFQ. The schedule should include the name, classification and rate except where a classification is listed as a group with a rate range.

The Proposer shall include the cost proposed for each of the following items if no cost is involved please indicate the line with N/A. Please include other costs associated if not on this Cost Proposal form.

**Fees and Hourly Rates**

**President** \$ \_\_\_\_\_

**Vice President** \$ \_\_\_\_\_

**Account Executive** \$ \_\_\_\_\_

**Account Coordinator** \$ \_\_\_\_\_

**Social Media Coordinator** \$ \_\_\_\_\_

**Client Delivery**

Client Manager \$ \_\_\_\_\_

Project Manager \$ \_\_\_\_\_

**Strategy**

Strategy/Analyst \$ \_\_\_\_\_

Researcher \$ \_\_\_\_\_

**Creative**

Creative Director \$ \_\_\_\_\_

Senior Designer \$ \_\_\_\_\_

Designer \$ \_\_\_\_\_

Copywriter \$ \_\_\_\_\_

**Production**

Production Artist \$ \_\_\_\_\_

Graphic Designer \$ \_\_\_\_\_

**Administration**

Admin \$ \_\_\_\_\_

**Meetings**

Hour(s) \_\_\_\_\_ Price per hour \$ \_\_\_\_\_ Extended Cost \$ \_\_\_\_\_

Travel Cost \$ \_\_\_\_\_

**Print Media Templates**

Hour(s) \_\_\_\_\_ Price per hour \$ \_\_\_\_\_ Extended Cost \$ \_\_\_\_\_

**Travel**

Cost \$ \_\_\_\_\_

**Miscellaneous Material**

Cost \$ \_\_\_\_\_

DRAFT

**ATTACHMENT C**  
**GENERAL INFORMATION FORM**  
RFQ #2012-04 Marketing and Public Relations

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

Legal Name of Firm :

Date:

Street Address:

Telephone Number:

City/State/Zip:

Firm's Fax Number:

NCTPA DBE

NCTPA LBE

DBE

UDBE

None

Type of Organization:

(Corporation, Sole Proprietorship, Partnership, etc.)

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Project Manager:

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Name, Title, and Phone Number of Person Project Correspondence should be directed to:

Proposer Work Discipline: Project Delivery Team  Individual Firm

Sub Proposer Information

Firm Name(s) Address

Contact Name/Phone Number

Email

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NCTPA DBE

DBE

UDBE

None

Signature, Name and Title of Person Signing

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**ATTACHMENT D**  
**NCTPA SAMPLE PROFESSIONAL SERVICE AGREEMENT**

Please refer to our website <http://www.nctpa.net/bsn-emp/bsn-procurement/forms.html> for Professional Service Agreement.

**ATTACHMENT E**  
**CALTRANS DBE/ UDBE REQUIREMENTS**

- NCTPA has established a Disadvantage Business Enterprise goal for this Agreement of 1 %  
OR
- NCTPA has not established a DBE Goal for this Agreement' however, Contractor is encouraged to obtain DBE participation for this Agreement  
OR
- NCTPA has established an Underutilized DBE goal for this Agreement of \_\_\_\_\_%.  
OR
- NCTPA has not established an Underutilized DBE goal for this Agreement. However, Contractor is encouraged to obtain UDBE participation for this Agreement.

I. 1. GENERAL PROVISIONS

This Project is subject to Title 49 Code of Federal Regulations Part 26.13 (b) (49 CFR 26.13) that states:

“The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

Contractor's attention is directed to the following provisions:

- A. Any subcontract entered into as a result of this Project shall contain all of the provisions of this Section.
- B. Take necessary and reasonable steps to ensure that DBEs and UDBEs have opportunity to participate in the Contract (49 CFR 26).
- C. Make work available to Underutilized Disadvantaged Business Enterprises (UDBE) and select work parts consistent with available UDBE sub-Contractors.
- D. Meet the specified UDBE participation goal or demonstrate that adequate good faith efforts were made to meet this goal; or if there is no specified UDBE goal use good faith efforts for participation.
- E. Verify that the UDBE firm is certified as DBE. For a list of certified DBEs, follow the link [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm) for access to the CUCP database. There is no specific certification for UDBE firms; however the CPUC database breaks down DBE firms by gender and ethnicity to facilitate locating UDBE firms.

- F. UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:
  - 1. Black Americans,
  - 2. Native Americans,
  - 3. Asian-Pacific Americans,
  - 4. Women.
- G. References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.
- H. Contractor is responsible to be fully informed regarding the requirements of 49 CFR Part 26 and Caltrans DBE and UDBE programs.

## II. 2. SUBMISSION OF UDBE AND DBE COMPLIANCE DOCUMENTATION

- A. If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE Commitment (Proposer Contract)” (Attachment E-1) form shall be included in the Request for Proposal. In order for a Proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. When selected, the Contractor will complete and sign all requested UDBE forms. If the goal is not met, the proposer must document adequate good faith efforts. (Attachment E-3) Only UDBE participation will be counted towards the UDBE contract goal; however, all DBE participation shall be collected and reported.
- B. If there is a DBE goal for the Contract, a “Local Agency Proposer -DBE – Information (Proposer Contract)” (Attachment E-2) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all UDBE and DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.
- C. The information provided on the form should include with names, addresses and phone numbers of DBE firms (including UDBE firms) that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful Contractor certified as a DBE should describe the work it has committed to perform with its own forces as well as any other work that it has committed to be performed by DBE sub-proposers and suppliers.

The Contractor is encouraged to provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If a DBE is participating as a joint venture partner, the successful Contractor is encouraged to submit a copy of the joint venture agreement.

### III. 3. DBE PARTICIPATION

It is the Contractor's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime Contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by UDBE subContractors, subContractors, suppliers or trucking companies.
  - 3. The proposer made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The prime Contractor shall list only one subContractor for each portion of work as defined in their proposal and all DBE subContractors should be listed in the cost proposal list of subContractors.
- G. A prime proposer who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subproposers.

### IV. 4. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

- B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
  - C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
  - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
1. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL, UNDER THE FOLLOWING CONDITIONS:
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
  - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
  - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
  - D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
  - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### V. 6. PERFORMANCE OF DBE CONTRACTORS AND DBE SUBCONTRACTORS / SUPPLIERS

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

#### VI. 7. FINAL REPORT

Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the CONTRACTOR or the Contractor's authorized representative and shall be furnished to NCTPA with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to NCTPA.

VII. 8. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to NCTPA within 30 days.



**INSTRUCTIONS - LOCAL AGENCY BIDDER- UDBE COMMITMENT  
(PROPOSER CONTRACTS) (Revised 03/09)**

**ALL PROPOSERS:**

**PLEASE NOTE:** It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the Proposer contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Proposer. Notify the Proposer in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime proposer and sub-proposer certification numbers. Prime proposers shall indicate all work to be performed by UDBEs including, if the prime proposer is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (if 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE). See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Attachment E-1 must be signed and dated by the proposer proposing. Also list a phone number in the space provided and print the name of the person to contact.

**For the Success Proposer only, local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.



**INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION  
(PROPOSER CONTRACTS) (Revised 03/09)**

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the Proposer contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Sub-contracted by DBEs. The DBE should provide a certification number to the prime proposer. The form has a column for the Names of DBE certified proposers to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime proposer's and sub-proposers' certification numbers. The prime proposer shall indicate all work to be performed by DBEs including, if the prime proposer is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Attachment E-2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

**Attachment E-3**  
**UDBE Information – Good Faith Efforts**

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

NCTPA established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of \_\_\_\_\_% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder – UDBE Commitment" form indicates that the bidder has met the UDBE 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 UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder – UDBE 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 UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE 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 UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to UDBE 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 UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

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

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

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

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

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- E. Efforts made to assist interested UDBEs 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 UDBEs:

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- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE 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 UDBE 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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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**ATTACHMENT F  
FEDERAL REQUIRED CONTRACT CLAUSES**

Please refer to our website <http://www.ncpta.net/bsn-emp/bsn-procurement/forms.html> for content of federal required clauses.

**Federal Required and Other Model Contract Clauses**

	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof Srvc
1. Fly America - Required for air transportation.							
2. Buy America	>\$100,000		>\$100,000			>\$100,000	
3. Charter Bus and School Bus		X					
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.							
5. Seismic Safety			New Bldg				
6. Energy Conservation	X	X	X	X	X	X	X
7. Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
8. Bus Testing	X	Turnkey					
9. Pre-Award and Post-Delivery Audit	X	Turnkey					
10. Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000		>\$100,000	>\$100,000
11. Access to Records and Reports	X	X	X	X			
12. Federal Changes	X	X	X	X	X	X	X
13. Bonding							
14. Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15. Recycled Products	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000
16. Davis-Bacon and Copeland Anti-Kickback Acts							
17. Contract Work Hours and Safety Standards Act							
19. No Government Obligation to Third Parties							
20. Program Fraud and False or Fraudulent Statements and Related Acts	X	X	X	X	X	X	X
21. Termination	X	X	X	X	X	X	X
22. Government-wide Debarment and Suspension (Nonprocurement)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
23. Privacy Act	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
24. Civil Rights	X	X	X	X	X	X	X
25. Breaches and Dispute Resolution	X	X	X	X	X	X	X
26. Patent and Rights in Data	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
27. Transit Employee Protective Agreements							
28. Disadvantaged Business Enterprise (DBE)	X	X	X	X	X	X	X
30. Incorporation of Federal Transit Administration Terms	X	X	X	X	X	X	X
31. Drug and Alcohol Testing	X	X	X	X	X	X	X

\* Procurement of items designated by EPA - 40CFR247

January 2007

RASTO:Procurement:ProceduresFTA Required Clauses Chart.xlsorms



October 17, 2012  
NCTPA Agenda Item 8.8  
Continued From: New  
**Action Requested: APPROVE**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Lawrence E. Gawell, Chief Procurement & Compliance Officer  
(707) 259-8636 / Email: [lgawell@nctpa.net](mailto:lgawell@nctpa.net)  
**SUBJECT:** Approval of Supplement No. 6 to Work Authorization No. 1 of the Professional Services Agreement No. 10-23 with Mark Thomas & Company for Engineering and Construction Support Work on the Soscol Gateway Transit Center

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the Executive Director to execute, and make minor modifications to, Supplement No. 6 to Work Authorization No. 1 (Attachment 1) of the Professional Services Agreement No. 10-23 with Mark Thomas & Company in the amount not to exceed \$57,848 for engineering and design support work to be performed for the Soscol Gateway Transit Center (SGTC) Project.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

Engineering services are required for the Soscol Gateway Transit Center. Mark Thomas and Company is the on-call engineer under contract with NCTPA to provide these services. This will be Supplement No. 6 to Work Authorization No. 1 under the terms of the on-call engineering contract.

### **PROCEDURAL REQUIREMENTS**

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

**FISCAL IMPACT**

Is there a fiscal impact? Yes.

Is it currently budgeted? Yes.

Is it mandatory or discretionary? Discretionary

Consequences if not approved: There will no engineering services for the SGTC.

**CEQA REQUIREMENTS**

**ENVIRONMENTAL DETERMINATION:** Mitigated Negative Declaration Prepared. According to the Mitigated Negative Declaration approved by this Board on October 20, 2010.

**BACKGROUND AND DISCUSSION**

Supplemental Work Authorization No. 6 to Work Authorization No. 1 of NCTPA PSA 10-23 authorized Mark Thomas and Associates provides for construction support services for the Soscol Gateway Transit Center through the end of August 2012. The SGTC construction will extend into November 2012. Construction Support Services will be required until the completion of the SGTC. Mark Thomas and Company is the on-call engineer under contract with NCTPA to provide these services. This will be Supplement No. 6 to Work Authorization No. 1 under the terms of the on-call engineering contract for construction support services for the SGTC which services include, but are not limited to design support, change order review, project management, and architectural and engineering support.

**SUPPORTING DOCUMENTS**

Attachment: (1) Work Authorization No. 1 Supplemental Work Authorization 6  
Contract for Engineering Services

**WORK AUTHORIZATION NO. 1 SUPPLEMENTAL WORK AUTHORIZATION 6  
CONTRACT FOR ENGINEERING SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section of Professional Service Agreement No. 10-23 (the Contract) entered into by and between the Napa County Transportation and Planning Agency (NCTPA), and Mark Thomas and Company, Inc. (the Engineer).

**PART I.** The Engineer will perform engineering services generally described as Professional Engineering Services necessary to provide NCTPA with On-Call Engineering and Project Delivery services, in accordance with the project description (Scope of Work) attached hereto and made a part of this Work Authorization. The responsibilities of the NCTPA and the Engineer as well as the work schedule are further detailed in Exhibits A, B, C, and D which are attached hereto and made a part of the Work Authorization.

**PART II.** The maximum amount payable under this Supplemental Work Authorization is \$57,848 for a maximum total \$910,462, and the method of payment is Labor Rates, as set forth in Exhibit B of the Contract. This amount is based upon fees set forth in Attachment D, Fee Schedule, of the Contract and the Engineer's estimated Work Authorization costs, attached and made a part of this Work Authorization.

**PART III.** Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Section(s) 3 thru 4 of the contract, and Attachment D.

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall **terminate on December 31, 2012**, unless extended by a supplemental Work Authorization.

The maximum contract time is the time needed to complete all work authorizations that will be issued in the first two years of the contract. All work authorizations must be issued within the initial two-year period, starting from the contract execution date.

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF**, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**  
Mark Thomas & Company, Inc.

**NCTPA**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Mike Lohman, P.E.  
Principal

\_\_\_\_\_  
(Title)

Kate Miller  
Executive Director

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

- Exhibit A Services to be provided by the NCTPA
- Exhibit B Services to be provided by the Engineer
- Exhibit C Work Schedule
- Exhibit D Fee Schedule/Budget
- Attachment E-1 Local Agency Proposer UDBE Commitment (Consultant Contracts)
- Attachment E-2 Local Agency Proposer DBE Information (Consultant Contracts)
- Attachment E-3 UDBE Information – Good Faith Fee

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY THE NCTPA**

The NCTPA will furnish or assist the Engineer in obtaining the following items and services:

1. Designate a Project Manager to coordinate all aspects of the project with the Engineer.
2. Furnish all available information necessary to perform the work in this contract.
3. Provide ongoing guidance, timely reviews and decisions necessary to complete the services required by this contract.
4. Perform timely review and processing of billing statements.

## EXHIBIT B

### SERVICES TO BE PROVIDED BY THE ENGINEER

**Scope of Services:** Contractor will provide continued construction and design support services until the projected construction completion date of November 30, 2012.

**Tasks:**

**Task 1 Construction Support and Project Management (MTCO)**

Perform continued design support and project management tasks during the construction of the Transit Center project. Tasks shall include the attendance of construction meetings, distributing contractor RFIs and submittals, tracking of RFI and submittal logs, consultant coordination, change order review assistance, and overall project management during construction.

**Task 2 Design Support (Kappe+Du Architects)**

Provide continuous design support related to the Transit Center building during construction. Design support shall include structural engineering services, mechanical engineering services, plumbing engineering services, electrical engineering services, attendance of weekly construction meetings, responding to contractor RFIs, contractor submittal reviews, and additional site visits as deemed necessary during the construction period.

## EXHIBIT C

### WORK SCHEDULE

ACTIVITY	2 0 1 2														
	SEPTEMBER			OCTOBER			NOVEMBER								
Execute Work Authorization #10-23P001 SWA-6															
Construction Support and Project Management Services (MTCO)															
Design Support Services (Kappe+Du Architects)															

**EXHIBIT D**

**FEE SCHEDULE - Final Cost Proposal**

This attachment provides the basis of payment and fee schedule. **The basis of payment for this contract is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below. If more than one basis of payment is used, each one must be supported by a separate FCP.

"X"	Basis	
_____	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
<u>X</u>	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
_____	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The NCTPA may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
_____	Cost Plus Fixed Fee	<p>Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred</u> to <u>total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee.</p> <ul style="list-style-type: none"> <li>A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum.)</li> <li>B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.</li> </ul>

TASK		BUDGET
	<b>Construction Support</b>	
1	MTCO – Construction and Project Management Support	\$18,000.00
2	Kappe+Du Architects - Design Support	\$37,950.00
	Sub-Consultant Mark Up (not incl. MTCO.) - 5%	\$ 1,898.00
	<b>TOTAL ADDITIONAL COST</b>	<b>\$57,848.00</b>





### ATTACHMENT E-3 UDBE Information – Good Faith Efforts

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

NCTPA established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 3.41% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE 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 UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE 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 UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE 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 UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to UDBE 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 UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount(\$)	Percentage Of Contract
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D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

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

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

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E. Efforts made to assist interested UDBEs 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 UDBEs:

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F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE 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 UDBE 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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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



October 17, 2012  
NCTPA Agenda Item 8.9  
Continued From: New  
**Action Requested: INFORMATION**

## **NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Tom Roberts, Program Manager- Public Transit  
(707) 259-8635 / Email: [troberts@nctpa.net](mailto:troberts@nctpa.net)  
**SUBJECT:** VINE/VINE Go Service Report: Performance Dashboard

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board receive and file the Transit Performance Dashboard

### **COMMITTEE RECOMMENDATIONS**

None

### **EXECUTIVE SUMMARY**

Agency staff has developed a Transit Performance Dashboard to report key service indicators of importance to the Board. Certain data received from Veolia appear to be in error and staff is investigating.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report (Information only)

### **FISCAL IMPACT**

Is there a Fiscal Impact? No.

### **CEQA REQUIREMENTS**

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

## **BACKGROUND AND DISCUSSION**

In November 2011, staff developed and presented to the Board a one page "Transit Dashboard" which presents key transit service performance indicators. The goal of the document is to concisely present key information in a format that allows more effective and meaningful monitoring of transit performance.

No less than quarterly, the Dashboard is updated and presented to the Board for review. It has come to staff's attention that ridership data represented in the document for July, August, and September 2012 appear to be significantly underreported. An investigation into the cause of the reporting deficiency is underway.

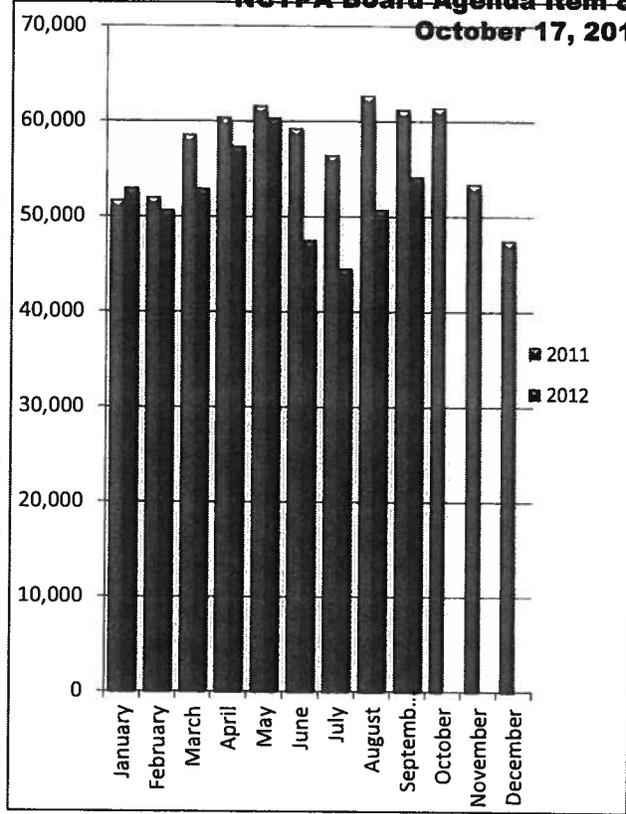
## **SUPPORTING DOCUMENTS**

Attachment: (1) Transit Performance Dashboard

# Transit Performance Dashboard

ATTACJ, EMT 1  
NCTPA Board Agenda Item 8.9  
October 17, 2012

RIDERSHIP and On Time Performance September 2012				
	OTP September '12	September '12	YTD	Last YTD
1A	76.9%	3,593	28,959	31,613
1B	66.7%	1,836	16,084	17,418
2	80.0%	2,883	21,721	27,854
3A	92.9%	2,346	22,953	28,272
3B	93.3%	1,724	18,068	24,956
4	94.4%	3,617	34,363	31,228
5A	80.0%	1,760	15,767	22,971
5B	80.3%	1,384	14,176	17,210
6	81.2%	2,402	20,336	18,085
10	43.8%	19,828	160,644	186,205
25	89.0%	315	625	0
29	89.8%	2,259	19,558	23,555
Trippers		398	4,782	8,197
<b>Vine</b>		<b>44,345</b>	<b>378,036</b>	<b>437,564</b>
AmCan		3,136	22,152	18,078
Calistoga		1,536	8,591	4,179
St. Helena		955	6,541	5,420
Yountville		2,098	17,623	15,460
Napa Shuttle		141	1,156	1,194
VineGO	92.2%	1,522	22,884	28,102
Ride Share		0	676	0
Taxi**		265	6,931	11,805
Other		214	6,715	2,176
<b>Community</b>		<b>9,867</b>	<b>93,269</b>	<b>86,414</b>
<b>Grand Total</b>		<b>54,212</b>	<b>471,305</b>	<b>523,978</b>



- ◆ 10 Road Calls
- ◆ 16 Missed Trips
- ◆ 10 Catch up

\*\*Incomplete data

VINE ON TIME PERFORMANCE Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
90/83.49	90/81.52	90/85.77	90/88.64

Goal is 90% or greater on-time

VINE GO ON TIME PERFORMANCE Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
90/93.73	90/95.97	90/94.21	90/94.95

Goal is 90% or greater on-time

PREVENTABLE ACCIDENTS Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
1.2/0.3	1.2/0.3	1.2/0.4	1.2/0.4

Goal is no more than 1 claim per 100,000 mi

VINE COMPLAINTS Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
2.5/0.7	2.6/0.1	2.5/0.3	2.7/0.6

Goal is one actionable complaint every 20,000 trips

VINE GO COMPLAINTS Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
1.6/0.0	1.6/0.0	1.4/0.0	1.6/0.0

Goal is one actionable complaint every 2,000 trips

Trend Over Last Quarter	Trend Over Last Year
↑	↓

Trend Over Last Quarter	Trend Over Last Year
↓	↓

Trend Over Last Quarter	Trend Over Last Year
↑	↔

Trend Over Last Quarter	Trend Over Last Year
↓	↓

Trend Over Last Quarter	Trend Over Last Year
↓	↓



October 17, 2012  
NCTPA Agenda Item 9.1  
Continued From: New  
**Action Requested: APPROVE**

## **NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Tom Roberts, Program Manager-Public Transit  
(707) 259-8635 / Email: [troberts@nctpa.net](mailto:troberts@nctpa.net)  
**SUBJECT:** Public Hearing on Proposed Elimination of the Napa Shuttle and Board Approval to Eliminate the Napa Shuttle Service

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board (1) hold a public hearing and accept comments on the proposed elimination of the Napa Shuttle service; and (2) approve staff's recommendation to eliminate the service effective January 1, 2013

### **COMMITTEE RECOMMENDATION**

The Paratransit Coordinating Council (PCC) recommends approval contingent upon a commitment that the agency addresses unmet transportation needs for special needs and Americans with Disability Act (ADA) dependent elderly populations in isolated and/or rural areas not served by VINE Go, VINE or other public transit.

### **EXECUTIVE SUMMARY**

The Napa Shuttle was created in early 2009 due to the unavailability of VINE Go. With recent operational changes in VINE Go, the availability issue has been resolved rendering the Napa Shuttle service duplicative.

### **PROCEDURAL REQUIREMENTS**

1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Close Public hearing
5. Motion, Second, Discussion and Vote

**FISCAL IMPACT**

Is there a Fiscal Impact? Yes. Elimination of the Napa Shuttle will free up over \$50,000 per year for other transportation programs.

Is it currently budgeted? Yes

Where is it budgeted? Public Transit

Is it Mandatory or Discretionary: Discretionary.

Future fiscal impact: Over \$50,000 per year will be made available for other transportation programs.

Consequences if not approved: Duplicative service will continue to operate.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

With recent operational changes to the VINE Go demand response transit service, the availability of service for frail-elderly or disable riders has improved rendering the Napa Shuttle service duplicative. In addition, recent enhancements to the Transit Ambassador program, combined with pending service improvements in the VINE transit system, will make the use of fixed route transit far more accessible and attractive to those seniors and individuals whose disabilities do not prevent them from using the VINE fixed route service.

Table 1.0 (next page) compares services by program and summarizes the difference between VINE Go and the Napa Shuttle. VINE Go is for people who have disabilities preventing them from using fixed-route bus services. The Napa Shuttle is available to all riders, does not operate on unique routes, and therefore results in scarce resources being apportioned to unnecessary services that could be used to improve services for mobility impaired riders or to enhance existing fixed-route service.

An analysis of the Napa Shuttle reveals the following:

- Active users between January and June 2012: 47 people
- Average trips per month: 126
- Cost per year for service: \$52,052

- Cost per ride: \$34.38 per one-way ride

As indicated in table 1.0 below, VINE Go and Napa Shuttle services are largely duplicative:

**TABLE 1.0: Comparison of Service Characteristics between VINE Go and Napa Shuttle**

	VINE Go	Napa Shuttle
Service Area	Napa County (including City of Napa)	City of Napa only.
Hours of Operation	Same as VINE	Tue, Wed, Thur, 9AM - 3PM
Peak vehicles in service	8	1
Door-to-Door Service	YES	YES
Shared Ride Service, Open to the Public	YES	YES
Wheelchair Accessible	YES	YES
Trip Purposes Allowed: Medical, Dental, Hospital, Shopping, Pharmacy, Drug Store, Banking, Post Office, Salons & Barber Shops, visit friends, etc.	YES - no restrictions on trip purpose. No priority based on trip purpose.	YES - no restrictions on trip purpose. No priority based on trip purpose.
Same day requests accepted	YES	YES
Advance reservations allowed	YES	NO
Dwell/wait time	5 minutes	3 minutes
Will accept groceries and folding carts	YES	YES
First Come, First Served	YES	YES
Who can ride?	Only for frail-elderly and persons with disabilities who are unable to ride a regular bus. Must demonstrate inability to ride a regular bus.	Available to anyone regardless of ability or age who says they are low income; or anyone who says they are a "senior" regardless of ability. No proof required.

Pending Board approval staff proposes to discontinue the Napa Shuttle in January 2013. Should the Board approve eliminating the Napa Shuttle, applications for the Napa Shuttle would no longer be accepted. Instead, those inquiring about the Napa Shuttle would be directed to Vine Go or travel training which assists riders in using fixed route bus service. The 47 current users of the Napa Shuttle would be contacted in November and offered the opportunity to apply for Vine GO or travel training.

Staff requests the Board approve the recommendation that the Napa Shuttle service be discontinued in January 2013.

**SUPPORTING DOCUMENTS**

None.



October 17, 2012  
NCTPA Agenda Item 10.1  
Continued From: New  
**Action Requested: APPROVE**

## **NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Eliot Hurwitz, Program Manager-Planning  
(707) 259-8782 / Email: [ehurwitz@nctpa.net](mailto:ehurwitz@nctpa.net)  
**SUBJECT:** Cycle 2 One Bay Area Grant (OBAG) Call for Projects

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board approve the proposed Cycle 2 call for projects application materials and open the call for projects as recommended by the Technical Advisory Committee (TAC).

### **COMMITTEE RECOMMENDATION**

The Technical Advisory Committee (TAC) recommends the NCTPA Board approve the proposed call for project application materials and open the call for projects.

### **EXECUTIVE SUMMARY**

The Metropolitan Transportation Commission (MTC) receives federal funding for local transportation programs as part of the federal transportation authorizing legislation currently known as Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21). MAP-21 continues many of the historical transportation funding categories, including the Surface Transportation Program (STP), Congestion Mitigation and Air Quality Improvement (CMAQ), and Safe Routes to School (SR2S) funding. Other programs, such as Transportation Enhancement (TE), have been changed but still have funds remaining from previous appropriations. MTC has also imposed regional requirements on some funds sources to further its policies established by the Regional Transportation Plan (RTP).

At the State and Regional level, the transportation funding process has been significantly altered by Senate Bill 375 (SB 375), passed in 2008, which mandates that regional plans improve coordination of land use and transportation to reduce harmful auto emissions and associated greenhouse gases. The requirements of SB 375 are being met by efforts in MTC's RTP Plan Bay Area, currently under development. RTPs

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are updated every four years. The new Plan Bay Area RTP will implement SB 375 in part by imposing more stringent planning requirements from counties and municipalities. A principle mechanism by which this will happen is to concentrate transportation funding in Priority Development Areas (PDAs). The OBAG Program exemplifies this effort.

The OBAG Program will allocate approximately \$4.4 million to Napa County jurisdictions for the 4-year cycle FY 2012-13 through FY 2015-16. The OBAG Program requires that counties program at least 50% (or 70% in large counties) of the countywide OBAG funds in PDAs or to projects that provide "proximate access" to PDAs. Project eligibility for OBAG funds will be contingent on a series of requirements, including the establishment of a local "Complete Streets" program, as well as, having a General Plan housing element approved by the State Housing and Community Development Department. NCTPA will be responsible for programming these funds and for ensuring compliance of the OBAG requirements.

PDA's account for a small percentage of the total transportation system (road miles) in Napa County, therefore MTC will permit NCTPA to also count 50% of the OBAG Cycle 2 planning funds towards the PDA minimum requirement.

It is important to note that use of federal funds requires extensive administrative support and elaborate qualification procedures, including meeting requirements of the National Environmental Protection Act (NEPA). Because of this, in most cases MTC policies require that eligible projects be at least \$250,000 in scope (or \$500,000 in large counties).

### **PROCEDURAL REQUIREMENTS**

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

### **FISCAL IMPACT**

Is there a fiscal impact? No

Is it currently budgeted? No

Where is it budgeted? Not applicable.

Is it Mandatory or Discretionary? Not applicable.

Future Fiscal impact: Not applicable.

Consequences if not approved: MTC will program funds to other counties if a project list is not submitted by the deadline.

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## **CEQA REQUIREMENTS**

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

## **BACKGROUND AND DISCUSSION**

The Cycle 2 OBAG Program is a new funding approach being introduced as part of the Plan Bay Area RTP, currently under development, in order to better integrate the region's federal transportation program with California's climate law (SB 375, Steinberg, 2008) and the Sustainable Communities Strategy (SCS) mandated by that legislation. According to MTC, funding distribution to the nine (9) Bay Area counties will consider progress toward achieving local land-use and housing policies by:

- Rewarding jurisdictions that accept housing allocations through the Regional Housing Need Allocation (RHNA) process and produce housing using transportation dollars as incentives.
- Supporting the SCS for the Bay Area by promoting transportation investments in PDAs and by initiating a pilot program that will support open space preservation in Priority Conservation Areas (PCA).
- Providing a higher proportion of funding to local agencies and additional investment flexibility by eliminating required program investment targets (the OBAG program allows each county the flexibility to invest in transportation categories such as Transportation for Livable Communities, bicycle and pedestrian improvements, local streets and roads preservation, and planning activities, while also providing specific funding opportunities for Safe Routes to School (SR2S) and PCAs.

The OBAG Program establishes program commitments and policies for investing roughly \$320 million over a 4-year period (FY 2012-13 through FY 2015-16), funded through the new federal transportation authorization, MAP-21.

NCTPA will open a call for projects to program the available funding to projects within Napa County. Project sponsors will have to meet certain requirements to be eligible to receive funds through the OBAG Program. NCTPA plans on holding a workshop on the OBAG program guidelines in mid-November. Projects will be due to NCTPA by 5:00 PM on Friday, December 14, 2012.

## **SUPPORTING DOCUMENTS**

- Attachments:
- (1) RTP Cycle 2 Funds Application
  - (2) RTP Cycle 2 Funds Application Instructions
  - (3) NCTPA Call for Cycle 2 Projects and Public Outreach Schedule

**REFERENCE DOCUMENTS**

Complete details of MTC's requirements and procedures for OBAG fund allocation are contained in their Resolution 4035, found here:

[http://mtc.ca.gov/funding/onebayarea/RES-4035\\_approved.pdf](http://mtc.ca.gov/funding/onebayarea/RES-4035_approved.pdf)



## Regional Transportation Plan Cycle 2 Funds Application

**Required Attachments:**

- General Plan Circulation Element Amendment or Complete Streets Policy Resolution
- Housing & Community Development (HCD) Approval for General Plan Housing Element
- Complete Streets Checklist
- Project Map (Including Priority Development Area (PDA) boundaries)

*Please complete the requested fields below:*

**Project Sponsor:**

**Single Point of Contact:**

**Email/Phone:**

**Project Title:**

**Project Location/Description:**

**Project Type:** *Check all that apply; indicate percentage of each if there is more than one element*

- |                          |   |         |
|--------------------------|---|---------|
| <input type="checkbox"/> | Transit Improvements                                | _____ % |
| <input type="checkbox"/> | Bicycle and Pedestrian Improvements <sup>1</sup>    | _____ % |
| <input type="checkbox"/> | Local Streets and Roads Preservation <sup>2</sup>   | _____ % |
| <input type="checkbox"/> | Safe Routes to Schools or Transit <sup>1</sup>      | _____ % |
| <input type="checkbox"/> | Transportation for Livable Communities <sup>1</sup> | _____ % |
| <input type="checkbox"/> | Priority Conservation Areas                         | _____ % |

<sup>1</sup> Is project within the Bay Area Air Quality Management District (BAAQMD)    Y     N

<sup>2</sup> Roads must be eligible for federal aid

RTP ID#

- Transportation for Livable Communities: 21011
- Safe Route to School Program: 22417
- Local Streets and Roads Maintenance: 230518
- Other

RTP Goals: *Please describe the relationship of project to meeting goals of the MTC Proposed Regional Transportation Plan (RTP): Can be found at [http://www.onebayarea.org/plan\\_bay\\_area/transportation.htm](http://www.onebayarea.org/plan_bay_area/transportation.htm)*



## Regional Transportation Plan Cycle 2 Funds Application

Check which goals apply:

- |  |   |
|--|---|
| <input type="checkbox"/> Climate Protection  | <input type="checkbox"/> Adequate Housing   |
| <input type="checkbox"/> Reduce Premature Death from Particulate Matter                      | <input type="checkbox"/> Reduce number of Injuries and Fatalities from Collisions     |
| <input type="checkbox"/> Increase Average Daily Walking and Biking for Transportation by 60% | <input type="checkbox"/> Open Space and Agricultural Preservation                     |
| <input type="checkbox"/> Equitable Access  | <input type="checkbox"/> Equitable Vitality   |
| <input type="checkbox"/> Decrease Average Per Trip Travel Time                               | <input type="checkbox"/> Maintain the Transportation System in a State of Good Repair |

Please answer the following questions regarding the proposed project:

1. Does Sponsor have Complete Streets Act of 2008 compliant General Plan (GP)? (attach reference or resolution)	Y <input type="checkbox"/>	N <input type="checkbox"/>
2. Does Sponsor have a Housing and Community Development (HCD) approved GP or Housing Element? <i>In order to waive the above requirement GP Housing element must already be submitted to HCD for consideration. Date submitted to HCD:</i>	Y <input type="checkbox"/>	N <input type="checkbox"/>
3. Is there a Complete Streets Checklist attached to this application?	Y <input type="checkbox"/>	N <input type="checkbox"/>
4. Has the sponsor failed to comply with regional or state delivery milestones in the past 3 years?	Y <input type="checkbox"/>	N <input type="checkbox"/>
5. Is there a Project Map attached to the current application?	Y <input type="checkbox"/>	N <input type="checkbox"/>
6. Is the proposed project inside the boundaries of an approved PDA?	Y <input type="checkbox"/>	N <input type="checkbox"/>
7. Is the project directly connected to a PDA?	Y <input type="checkbox"/>	N <input type="checkbox"/>
8. Does the project provide proximate access to a PDA? <i>If the project provides proximate access to a PDA please explain how*</i>	Y <input type="checkbox"/>	N <input type="checkbox"/>
9. Does the project serve a Community of Concern?	Y <input type="checkbox"/>	N <input type="checkbox"/>
10. Did sponsor do public outreach to develop this project specifically? <i>Please provide documentation of the public outreach process including dates and times of meetings help, notification process, etc.</i>	Y <input type="checkbox"/>	N <input type="checkbox"/>

\*For purposes of this application "proximate access" is defined as any project that provides transportation connectivity to a PDA.



## Regional Transportation Plan Cycle 2 Funds Application

11. Funding Estimates: *Round to the nearest thousand from programming purposes*  
 Project Cost:  
 Grant Request:  
 Total Project Cost:

Phase	FY 13/14		FY 14/15		FY 15/16	
	Federal Fund	Local Match	Federal Fund	Local Match	Federal Fund	Local Match
Preliminary Engineering	\$	\$	\$	\$	\$	\$
Right-of-Way	\$	\$	\$	\$	\$	\$
Construction	\$	\$	\$	\$	\$	\$
Construction Engineering	\$	\$	\$	\$	\$	\$

Indicate source(s) of matching funds here:

Source						
Amount	\$	\$	\$	\$	\$	\$

12. Complete Streets Components: *Please indicate all the complete street elements proposed as part of this project:*

12a. Choose an item.	12f. Choose an item.
12b. Choose an item.	12g. Choose an item.
12c. Choose an item.	12h. Choose an item.
12d. Choose an item.	12i. Choose an item.
12e. Choose an item.	12j.

13. Schedule: Please provide project development schedule:

Phase	Begin MO/YR	End MO/YR
Scoping		
ENV		
PSE		
R/W		
CON		



## Regional Transportation Plan Cycle 2 Funds Application

*Please indicate the dates sponsor anticipates achieving the following milestones:*

- a. Resolution of Local Support for project:
  - b. FMS Application:
  - c. Filed Review:
  - d. Disadvantaged Business Enterprise Local Assistance Procedures Manual Form 9-B:
  - e. Request for Authorization: (Please indicate both PE and CON Phases if seeking funding for both):
  - f. Recipient of Authorization (E-76):
14. If a local Street and Roads Preservation (LSRP) project, please indicate the federal aid classification of each road proposed:
15. If a LSRP, please indicate the number of lane miles to be improved (include street name, length and Pavement Condition Index [PCI] of each segment):
16. If LSRP project, what type?
- Pavement Rehabilitation (<70 PCI)
  - Preventative Maintenance ( $\geq 70$  PCI)
  - Non-pavement
17. Does the sponsor have a current, certified Pavement Management Program?
- a. Please indicate the date of last certification:



## Regional Transportation Plan Cycle 2 Funds Application: Instructions

**Required Attachments:** *If an agency is submitting multiple applications, an application for each project should be submitted, however, it is not necessary to provide multiple copies of the required attachments. Please submit ONE copy of required attachments.*

**Project Sponsor:** Please indicate the Agency sponsoring the project. Agency must have a master agreement with Caltrans to be eligible to receive federal transportation funds.

**Single Point of Contact:** Agencies must choose ONE single point of contact for all Federal Highway Administration (FHWA) funded projects, per MTC project and delivery monitoring requirements.

**Email/Phone:** Please provide the email address and primary phone number for the single point of contact listed above.

**Project Title:** Please provide the project title. If project is a Local Streets & Roads Preservation (LSRP) project please use "Rehabilitation of Various Streets in X jurisdiction" for the title. Use the expanded project location category below to outline street names and segments. When projects are programmed into MTC's Fund Management System (FMS) this will facilitate minor scope changes to project without the need for a full Federal Transportation Improvement Program (FTIP) amendment.

**Project Location/Description:** Please provide an expanded project description of your proposed project, including if applicable, street names, Priority Development Area (PDA) name, how project focuses growth of PDA and proposed improvements.

**Project Type:** Please indicate the Project Type by checking the appropriate box listed. Please also indicate the percentage of each project type if you are applying for more than one. The fund sources available are Surface Transportation Program (STP), Congestion Mitigation and Air Quality Improvement Program (CMAQ), Transportation Enhancement Funds (TE), Safe Routes to School (SR2S), and Priority Conservation Area (PCA). If applying for a project to be funded with CMAQ, please indicate if the project is located within the Bay Area Air Quality Management District (BAAQMD) boundaries. If applying for STP/CMAQ funds for roadway improvements, projects must be Federal Aid eligible roadways. Bicycle and Pedestrian improvements do not need to be located on federal aid eligible roadways; however, they must be included in the Countywide Bike Plan. CMAQ funds may NOT be used for routine maintenance of bicycle and pedestrian facilities. CMAQ funds may be used if substantially upgrading bicycle and pedestrian facilities where improvements will substantially increase use (dirt path to paved pathway, etc). TE funds may be used for maintenance of existing bicycle and pedestrian facilities in addition to other eligible uses listed in the link below. Please see these links for more information on STP, CMAQ, and TE eligibility criteria:

STP: [http://www.dot.ca.gov/hq/LocalPrograms/lam/prog\\_g/g04stp.pdf](http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_g/g04stp.pdf)



## Regional Transportation Plan Cycle 2 Funds Application: Instructions

CMAQ: [http://www.dot.ca.gov/hq/LocalPrograms/lam/prog\\_g/g05cmaq.pdf](http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_g/g05cmaq.pdf)

TE: [http://www.dot.ca.gov/hq/transprog/ocip/stip2008\\_te.html](http://www.dot.ca.gov/hq/transprog/ocip/stip2008_te.html)

**RTP ID#:** Please identify the RTP identification number. See this link:

[http://www.onebayarea.org/plan\\_bay\\_area/transportation.htm](http://www.onebayarea.org/plan_bay_area/transportation.htm) Technical Appendix A (July 27 2012)  
(Attached)

**RTP Goals:** Please identify the relationship of the proposed project to meeting the goals of the MTC Regional Transportation Plan (Plan Bay Area). Also please check all the boxes of the listed RTP goals that apply to the proposed project. (*see attachment*)

### Guidance to questions 1-18

1. Please indicate (Yes or No) if sponsor jurisdiction has a Complete Streets Act of 2008 compliant General Plan. If yes, please attach the page number and reference of the Complete Streets Act compliant General Plan Circulation element to this application. The answer to this question may be "no" only if a Council/Board approved Complete Streets Policy Resolution is attached to this application in place of the above referenced GP Circulation Element. Also acceptable is a legal counsel opinion that sponsor jurisdiction's General Plan is compliant with the Complete Streets Act of 2008. A Complete Streets Policy Resolution from sponsor's governing body will commit sponsor jurisdiction to implementing Complete Streets in planning, designing, operating and maintaining safe mobility for all users, including bicyclists, pedestrians, transit vehicles, truckers, and motorists, appropriate to the function and context of its' facilities.
2. Please indicate (Yes or No) if sponsor jurisdiction has a Housing and Community Development approved General Plan Housing Element. Please provide a copy of the approval letter from HCD for sponsor jurisdiction's General Plan Housing Element. If sponsor jurisdiction has not yet received approval from HCD on its' GP Housing Element, please provide the date the Housing Element was submitted to HCD for consideration. In the latter case, sponsor jurisdiction will need to apply for a waiver from MTC to this project screening criteria. If sponsor jurisdiction does not have an HCD approved GP Housing Element or the ability to obtain a waiver, it is not eligible to receive OBAG funds.
3. Please indicate (Yes or No) if a Complete Streets Checklist is attached to the current OBAG application. Complete Streets Checklists can be found here <http://completestreets.mtc.ca.gov/projects>. Attach a printed copy of the completed checklist to this application.
4. Please indicate (Yes or No) if sponsor agency has failed to meet regional delivery deadlines (as defined in MTC Resolution 3606) in the last three years.



## Regional Transportation Plan Cycle 2 Funds Application: Instructions

5. Please indicate (Yes or No) if a Project Map is attached to the current OBAG application. Project Map (including Priority Development Area (PDA) boundaries) should show the project location, including street names and boundaries of any PDA, if being served. Applications without a project map will be rejected.
6. Please indicate (Yes or No) if the proposed project is located within an Association of Bay Area Governments (ABAG) approved Priority Development Area (PDA) boundary. If yes, skip to #10.
7. If the proposed project is not within an approved PDA boundary, please indicate (Yes or No) if the project is directly connected to a PDA.
8. If the project is not within an approved PDA boundary, please indicate (Yes or No) if the proposed project would provide proximate access to an approved PDA. ***(For purposes of this application "proximate access" is defined as a project that provides transportation connectivity to a PDA)***
  - a. If no, skip to #9.
  - b. If yes, explain how the project provides proximate access.
9. Please indicate if the project serves a Community of Concern.
10. Please indicate (Yes or No) per Title VI, if any public outreach was done as part of project development by sponsor agency specifically for the proposed project. Please attach documentation in the form of a MS Word document or Adobe pdf that include dates of any meetings held, the number of participants that attended the meetings, whether alternative language services were included and what the public notification process entailed (local newspaper public notice, web posting, radio spots, bus advertisements etc.). *(see Appendix A-5 to Reso 4035 attached)*
11. **Funding Estimates:** please provide project total cost (rounded to the nearest thousand dollars). Please indicate the federal fiscal year (FFY) and phase in which sponsor jurisdiction is requesting the funding be programmed (in the appropriate column). Federal fiscal year runs from October 1 through September 30. Please note that ONLY Preliminary Engineering funds will be programmed in FFY 13/14 unless a jurisdiction can demonstrate federal environmental compliance and 100% completed Design and Right-of-Way phases. See number 14 below for more on phases. For FFY 13/14 the deadline for completing a field review with Caltrans Local Assistance is October 30, 2013. Preliminary Engineering consists of scoping, environmental and design (or PS&E) phases. Right-of-Way, and Construction/Construction Engineering are programmed separately. Field reviews should be completed or scheduled with Caltrans in 2013 even if funding is not programmed until subsequent fiscal years. This is to allow adequate time for project development and completion of the environmental process. The deadline for submitting a COMPLETE request for authorization (RFA) package to Caltrans Local Assistance is



# Regional Transportation Plan Cycle 2 Funds Application: Instructions

December 1, 2013. The deadline for receiving authorization to proceed (E-76) from the Federal Highway Administration (FHWA) is March 31, 2014. For FFY 14/15 the deadline for submitting a COMPLETE request for authorization package to Caltrans Local Assistance is December 1, 2014. The deadline for receiving authorization to proceed from the Federal Highway Administration (FHWA) is March 31, 2015. For FFY 15/16 the deadline for submitting a COMPLETE request for authorization package to Caltrans Local Assistance is December 1, 2015. The deadline for receiving authorization to proceed from the Federal Highway Administration (FHWA) is March 31, 2016. Please also note that all OBAG projects will require a minimum 11.47% local match.

In order to determine the amount of federal funding requested and the amount of match, please estimate the total project cost, then multiply by 11.47% to determine the minimum match amount. ONLY funds expended AFTER federal authorization to proceed is received are eligible for reimbursement\*.

*\*Unless "Advanced Construction" is secured. See Local Assistance Procedures Manual for details*

### 2013 Deadlines:

- Field Review October 31, 2013
- Submit RFA to Caltrans December 1, 2013
- Receive Authorization to Proceed (E-76) March 31, 2014

### 2014 Deadlines

- Submit RFA to Caltrans December 1, 2014
- Receive Authorization to Proceed (E-76) March 31, 2015

### 2015 Deadlines

- Submit RFA to Caltrans December 1, 2015
- Receive Authorization to Proceed (E-76) March 31, 2016

Please also indicate the amount of matching funds per source. Be specific about the source of matching funds (EXAMPLE: Flowerfield Apartment Mitigation Funds \$20K, or General Fund allocation \$500K).

12. a. through j. **Complete Streets Components:** Please use the pull down menus to indicate all the applicable complete streets elements included as part of your proposed project. Options include sidewalks, ADA ramps, crosswalks, bulb outs, bike lanes, signage, signals, street



## Regional Transportation Plan Cycle 2 Funds Application: Instructions

furniture, bus stops, bus pull outs, bus routes, truck routes. Use box 12j to indicate “other” and 11j to list other elements not listed in the above pull-down menu.

13. **Schedule:** Please indicate the month and year beginning and end of each developmental phase Preliminary Engineering (Scoping, Environmental or ENV, Design or PSE), Right-of-Way or R/W, and Construction or CON (and Construction Engineering ) of proposed project. If proposed project does not conform to the standard infrastructure milestones, please use the Construction phase (CON) to indicate your project implementation beginning and end.
  - a. through f. Please indicate the dates upon which your agency anticipates achieving the listed milestones: Resolution of Local Support (must be completed by the time the FMS application is submitted to MTC), FMS application (to be submitted after NCTPA approval of Program of Projects for OBAG), Field Review (see deadlines listed above in number 10), Request for Authorization (see deadlines listed above in number 10), Receipt of Authorization to Proceed or E-76 (see deadlines listed above in number 10).
14. If the proposed project is a Local Streets and Roads Preservation project, please indicate the federal classification of each road proposed. If not LSRP project skip to number 18.
15. If an LSRP project, please indicate the number of lane miles of each road segment to be improved, including street name, length, and Pavement Condition Index of each segment.
16. If an LSRP project, please check the appropriate box to indicate which type of LSRP project is being proposed.
17. *Transit Districts and Non-infrastructure projects may skip this question.* Please indicate (Yes or No) if sponsor agency has an approved certified Pavement Management Program (PMP). Proposed LSRP projects from agencies without a certified PMP are ineligible for OBAG funding. Please provide the date of the last MTC certification of the PMP.

**NCTPA Call for Cycle 2 Projects and Public Outreach Schedule**

October 17 <sup>th</sup>	NCTPA Board opens Cycle 2 Call for projects
Oct. – Dec. 2012	<p>Committee Meetings:</p> <ul style="list-style-type: none"> <li>• Bicycle Advisory Committee</li> <li>• Technical Advisory Committee (November 1<sup>st</sup>)</li> <li>• Vine Consumer Advisory Committee (November 1<sup>st</sup>)</li> <li>• Paratransit Coordinating Committee (November 1<sup>st</sup>)</li> <li>• Jurisdictions take to their City Councils/BOS (Oct, Nov)</li> <li>• Public Workshop – November</li> </ul>
December 14 <sup>th</sup> Dec. 2012 – Jan 2013	<p>Call for Projects submittals due</p> <p>Committee Reviews</p> <ul style="list-style-type: none"> <li>• VCAC, PCC, BAC (BPAC) review project submittals</li> <li>• TAC Review submittals and make recommendation to NCTPA Board for approval</li> </ul>
Feb. - March 2013	<p>NCTPA Board Public Hearing on approval of Cycle 2 Call for Project submittals</p> <p>NCTPA to submit Projects and supporting documents to MTC</p>
June 30, 2013	Final list of Projects with supporting documentation due to MTC
July 30, 2013	CMA submits, through FMS, OBAG projects to MTC to be added to the TIP



October 17, 2012  
NCTPA Agenda Item 10.2  
Continued From: New  
**Action Requested: APPROVE**

## **NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter**

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
(707) 259-8634 / Email: [kmiller@nctpa.net](mailto:kmiller@nctpa.net)  
**SUBJECT:** Request for Proposals (RFP) 2012-02 Various Professional Services

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### **RECOMMENDATION**

That the Napa County Transportation and Planning Agency (NCTPA) Board (1) consider for which professional services the agency should solicit proposals, and (2) approve the release of RFPs (Attachment 1) for the professional services selected.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

Staff has evaluated the various professional services currently needed to support operations, including financial services (systems and banking), internal auditing, fiscal auditing, legal services, insurances, lobbying, communications (phones and internet services) and information services. It has been more than three years since the agency has gone out to bid for professional services. Some of these services are currently provided by the County of Napa and the Board should consider specifically if these services ought to be provided by independent organizations and be included in the proposed RFP or be retained by the County of Napa. The discussion below provides descriptions of each professional service, as well as, the benefits and issues of seeking outside services for those services currently provided by the County of Napa.

### **PROCEDURAL REQUIREMENTS**

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

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**FINANCIAL IMPACT**

Is there a fiscal impact? Yes. The amount is undetermined until bid proposals from interested firms are received.

Is it Mandatory or Discretionary? Discretionary (for Financial Systems and Support, Financial Services, Legal, IT Services, Lobbying Services, Communication Systems), and mandatory (Insurance and Fiscal Auditing Services)

Future Fiscal Impact: Yes. The contracts, if executed, will initially be for three year terms, with two-one year options to extend the contracts with Board approval.

Consequences if not approved: For discretionary services, NCTPA will continue its current services through the County of Napa and go without lobbying services which limits the agency's legislative information. For mandatory, NCTPA may fall out of compliance with Federal, State, and Local laws for managing a public agency.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

NCTPA requires various professional services as a requirement to operate or to effectively conduct business. The Board is asked to consider which professional service RFPs should be released, and to consider whether the professional services provided by the County of Napa create any conflict or hinder NCTPA's ability to operate independently from the County of Napa so that it may satisfactorily carry out its function equitably on behalf of all of its member jurisdictions.

NCTPA is a joint powers authority (JPA) comprised of six jurisdictions including the County of Napa, the Cities of Napa, American Canyon, St. Helena, and Calistoga, and the Town of Yountville. The member jurisdictions from time to time have competing interests. Member jurisdictions may perceive staff favoritism towards the County of Napa given the various institutional services that the County of Napa provides to NCTPA. In addition, NCTPA could potentially have a conflict of interest should a legal disagreement between the County of Napa and NCTPA or another jurisdiction arise.

Services currently provided by the County of Napa include Financial Systems and Banking, Internal Audit Services, Legal Services, Communications and Information Services. A summary of the services currently provided by the County of Napa is outlined below and includes some of the benefits derived from this structure and potential issues.

Financial Systems, Banking and Internal Audit Services: Currently the County of Napa provides NCTPA's financial system (PeopleSoft) and internal audit services. The scope of services includes access to the County of Napa's financial system modules, including accounts receivable, accounts payable, budgeting, encumbrances, payroll, and development of agency financial reports. The County of Napa also provides internal auditing services. NCTPA also uses County of Napa's banking services.

- Benefits
  - The County of Napa's PeopleSoft system has capabilities beyond those provided by the types of systems that NCTPA could afford. The cost of a financial system with the same capabilities could be as much as \$15 million. NCTPA was charged a fee of just \$25,000. There could be some cost savings to procure a separate financial system. Annual costs associated with maintenance and training to use the PeopleSoft system are combined with other financial services costs from the County of Napa and run roughly \$50,000 annually. Initial costs for a separate system could be as low as \$13,000 with annual maintenance costs of just \$5,000.
  - NCTPA would lose some of the separation of duties provided by the County of Napa services due to its small staff size which protects the agency from fraudulent acts such as embezzlement.
  - Banking services are included in County of Napa costs.
  - Costs for internal auditing has run less than \$20,000 per audit, which occurs roughly 3-4 years which is significantly lower than outside auditing services and lower than the .50 full time equivalent (FTE) staff that would be required to perform various auditing responsibilities.
- Issues
  - The quality of an independent financial system would not be comparable to the *potential* capabilities of the PeopleSoft system.
  - The County of Napa's implementation of the PeopleSoft system has been slow. There are a number of modules that NCTPA has not been given access to in the County of Napa's system that provide critical controls such procurement (encumbrances), budgeting, and fund accounting.
  - Should NCTPA pursue a financial system, the agency would also need to contract for banking services. Costs associated with banking services are unknown at this time.
  - The County of Napa currently determines when and areas/functions that are audited.

Staff Recommendation: Staff recommends maintaining its relationship with the County of Napa. The PeopleSoft system is relatively new and NCTPA has not received sufficient benefit for its \$25,000 investment at this time.

General Counsel Services: Currently NCTPA contracts with the County of Napa's General Counsel for legal services. These services entail oversight of Board procedures, review of agency contracts, agreements, policies and procedures.

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- Benefits
    - The cost for County of Napa legal services is relatively low compared to outside services. The agency currently pays roughly \$120,000 a year for legal services. The cost could double by contracting with an independent legal firm for these services.
    - Current legal counsel has institutional knowledge about NCTPA and its functions.
  - Issues
    - There could be a conflict of interest should interagency disagreements arise.

Staff Recommendation: None.

Information and Communication Services: The County of Napa currently provides NCTPA's telephone systems, computer network, software, and systems maintenance. This includes email, help desk services, and internet access.

- Benefits
  - Costs for telephone communications are relatively low compared to outside services.
  - Initial investment for servers to support network and network functions could be over \$20,000.
  - Additional staffing may be needed to manage contracts.
- Issues
  - Information technology support is relatively high at roughly \$40,000 annually. Other small CMAs pay as little as \$20,000 per year for support services.
  - Costs are fixed based on number of staff regardless of how often support is needed.
  - County of Napa staff is spread thin and there is no incentive to provide quality support service.

Staff Recommendation: Staff recommends maintaining County of Napa information and communication services but negotiate with County of Napa to reduce the cost and improve the services.

Insurance and Auditing: NCTPA procures property and liability Insurance Services and Fiscal Auditing Services independently from the County of Napa. NCTPA's insurance contracts will expire in January and its auditor contract will expire prior to the next fiscal audit.

Staff Recommendation: Staff recommends that the Board authorize staff to release RFPs for these services.

Lobbying: NCTPA does not currently enlist the assistance of a State or Federal lobbyist. Instead, it relies on general information provided at the Congestion Management Agency Executive Directors' meetings, and reports published by the

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Metropolitan Transportation Commission, CalACT, and other industry associations. NCTPA does not have the staff capacity to independently monitor or advocate for State Legislative activities which could be a detriment to the agency.

Staff believes that the agency could benefit from a State lobbyist in several ways. First, the Board would receive monthly reports inclusive of legislation, budget, and regulatory information specific to the interests of the agency. Second, the Board could take support or opposing positions on legislation which would give specific policy and advocacy direction to staff. Third, there are likely to be a number of funding opportunities at the State level in the near future associated with cap and trade, among others. Lobbyists can monitor and aid staff in shaping legislation and regulation to ensure eligibility is consistent with the mission of the agency. Staff does not believe there is a benefit in pursuing a federal lobbyist at this time.

Staff Recommendation: Staff recommends that the Board authorize staff to release a RFP for State lobbying services not to exceed \$35,000.

#### **SUPPORTING DOCUMENTS**

Attachment: (1) Draft Request for Proposals 2012-02 Various Professional Services

**REQUEST FOR QUALIFICATIONS**  
To provide  
**Professional Services (RFQ # 2012-02)**

Dear Proposers:

The Napa County Transportation and Planning Agency (NCTPA) is issuing a Request for Qualifications (RFQ) for On-Call [Property and Liability Insurances, Legal, Information Services, Financial, Auditor, Communications, Lobbying] Services. NCTPA invites firms or individuals qualified that possess qualifications, experience and knowledge to submit a proposal.

Any contract to be awarded as a result of this RFQ will be awarded without discrimination based on race, color, religion, sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above).

To obtain a full copy of the RFQ, please contact NCTPA office at (707) 259-8636 or download the document in PDF format from our website at [www.nctpa.net](http://www.nctpa.net). All inquiries pertaining to this RFQ should be emailed to Lawrence E. Gawell, Chief, Procurement & Compliance Officer, at the following email address: [lgawell@nctpa.net](mailto:lgawell@nctpa.net) no later than 2:00 PM local time, November 7, 2012. Response(s) to all questions submitted by the deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal conference and will also be posted on the NCTPA website not later than November 14, 2012, at [www.nctpa.net](http://www.nctpa.net). The subject line for questions submitted in writing should include reference to: "Questions - NCTPA RFQ #2012-02 On-Call Professional Services – October 22, 2012".

**Proposals must be received no later than 2 PM local time, on November 30, 2012.**  
Late proposals will not be considered.

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

Lawrence E. Gawell  
Chief, Procurement & Compliance Officer  
Napa County Transportation and Planning Agency  
707 Randolph Street, Suite 100  
Napa, California 94559-2912

All correspondence and transmittals should be complete, sealed, and clearly marked as "**Proposal Submittal, RFQ # 2012-02**" and should indicate the date and time of RFQ closing. The proposer must submit one (1) original proposal and six (6) copies (7 in total).

We look forward to receiving a proposal from your firm.

Lawrence E. Gawell  
Chief, Procurement & Compliance Officer

# **REQUEST FOR QUALIFICATIONS**

To provide

**On-Call [Property and Liability Insurances, Legal, IT,  
Financial, Auditor, Communications, Lobbying]  
Services**

**RFQ # 2012-02**

Issued by:

**Napa County Transportation & Planning Agency**

October 22, 2012

**RESPONSES DUE:**

**2:00 PM local time, November 30, 2012**

at the

**Napa County Transportation & Planning Agency  
625 Burnell Street,  
Napa, CA 94559**

Release of RFQ authorized by:

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Kate Miller, NCTPA Executive Director

Date

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Lawrence E. Gawell, Chief, Procurement & Compliance Officer

Date

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## PROCUREMENT SCHEDULE

### KEY RFQ DATES

Issue Date	October 22, 2012
Pre-proposal Conference	November 5, 2012
Deadline for Submitting Written Questions:	November 7, 2012
Answers to Written Questions Posted:	November 14, 2012
Deadline for Proposal Submittal:	November 30, 2012
Final Selection:	December 20, 2012
Award Contract:	January 10, 2013

# **Request for Qualifications (RFQ # 2012-02)**

## **On-Call Professional Services In Napa County**

### **SECTION 1 – INTRODUCTION**

The Napa County Transportation and Planning Agency (NCTPA) is a joint powers authority established in June of 1998 with members including the cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, and the County of Napa. The work activities of NCTPA are defined by the joint powers agreement and overseen by the Board of Directors made up of elected officials from the respective member agencies, and an ex-officio member from the Paratransit Coordinating Council (PCC).

NCTPA 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. NCTPA is charged with coordinating short and long term planning and funding within an intermodal policy framework in the areas of highways, streets and roads, transit and paratransit, and bicycle improvements. NCTPA also provides fixed route and on demand transit services in Napa County including Napa VINE, American Canyon Transit, Calistoga Shuttle and Yountville Trolley, Saint Helena Shuttle, and VINE Go.

It is NCTPA's intent to establish a list of qualified firms for On-Call [Property and Liability Insurances, Legal, IT, Financial, Auditor, Communications, Lobbying] Services. Contract will be awarded on January 10, 2013 for a period not to exceed three (3) years. Prospective proposers may choose to form a team with sub-proposers for the purposes of submitting a proposal. However, if selected, NCTPA reserves the right to request substitutions of particular subproposers.

A detailed scope of work, budget, and schedule will be developed for specific task orders to be issued by NCTPA for individual projects. All documents and reports shall be submitted to NCTPA electronically and in hard copy as instructed for each task order.

Proposer's work must comply with applicable NEPA and/or CEQA regulations and guidelines, various federal congressional acts and executive orders and guidelines, other federal and state environmental laws, and regulations and guidelines promulgated by the Federal Transit Administration (FTA) and/or State of California Department of Transportation (Caltrans), as well as NCTPA.

Proposers will provide services as described in the detailed scope of work issued by NCTPA, and will be responsible for all aspects of coordination and management of professional activities. Proposers will work under the direction of NCTPA's designated project manager, and will coordinate activities with NCTPA professional engineering staff, environmental staff, legal counsel, transit staff, and other member jurisdictions and technical consultants as necessary to complete the scope of work.

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

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

A pre-proposal conference will be held on November 5, 2012 at local time at the NCTPA offices located at 707 Randolph St., Suite 100, Napa, CA 94559. All prospective proposers are strongly encouraged to attend. Note: NCTPA will be operating its new offices at 625 Burnell Street, Napa, CA 94559 beginning November 19, 2012. All proposals should be mailed to the new location.

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

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

### **C. Addenda/Clarifications**

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFQ may be requested verbally at the pre-proposal meeting or in advance of the meeting in writing. While this meeting is not mandatory, all firms intending to propose are strongly encouraged to attend. All inquiries pertaining to this RFQ should be emailed to Lawrence E. Gawell, Procurement Officer, at the following email address: lgawell@nctpa.net no later than the time and date indicated on the procurement schedule for this RFQ. Responses to all questions submitted by the deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal discussed above, and will also be posted on the NCTPA website at www.nctpa.net. The subject line for questions submitted in writing should include reference to: "Questions - NCTPA RFQ No. 2012-XX On-Call [Property and Liability Insurances, Legal, IT, Financial, Auditor, Communications, Lobbying] Services".

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

All proposal submittals shall be transmitted with a cover letter. The person authorized by the firm/team to negotiate a contract with NCTPA shall sign the cover letter and the letter shall include the name, title, address, email address and the telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. Address the cover letter as follows:

Lawrence E. Gawell  
Chief, Procurement & Compliance Officer  
Napa County Transportation and Planning Agency  
625 Burnell Street  
Napa, California 94559

The proposer shall submit seven (1 original, plus 6 copies, for a total of 7) hard copies and one (1) electronic CD copy in PDF format of its proposal in a sealed envelope, addressed as noted above, bearing the proposer's name and address, and clearly marked as follows:

**"Proposal Submittal - NCTPA RFQ No. 2012-02"**

Proposals must be received no later than the time and date indicated in the procurement schedule. Late proposals will not be considered.

A proposer may object to a provision of the RFQ on the grounds that it is biased, unduly restrictive or arbitrary or to the selection of a particular proposer on the grounds that NCTPA procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Executive Director a written explanation of the basis for the protest:

1. Any protest alleging improprieties in a solicitation process or in solicitation documents must be filed not later than seven (7) working days prior to the scheduled RFQ opening or deadline for submittal or proposals, as appropriate, in order to be considered by NCTPA. Any protest based on such grounds not filed within this period will not be considered by NCTPA.
2. Any protests regarding the evaluation of bids or proposals by NCTPA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with NCTPA no later than five days after NCTPA's notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the proposal evaluation, or the contract approval or award will not be considered by NCTPA.

All documents submitted as part of the proposal will be deemed confidential during the evaluation process. After the award of a contract, any material submitted by a proposer in response to this RFQ is subject to public inspection under the California Public Records Act (Government Code Sections 6250 et seq.) unless exempt by law. The proposer must identify in writing all trade secrets or other proprietary information that it claims is exempt from disclosure.

**E. Withdrawal of Proposal Submittal**

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

**F. Rights of NCTPA**

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

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

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

1. Reject any or all proposal submittals.
2. Issue one or more subsequent RFQs and/or RFPs.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the RFQ and/or RFP process.
5. Approve or disapprove the use of particular subcontractors.
6. Negotiate with any, all, or none of the proposers responding to this RFQ.
7. Solicit best and final offers from all or some of the proposers.
8. Award a contract to one or more proposers.
9. Waive informalities and irregularities in any proposal.

#### G. Contract Type

It is anticipated that the agreements resulting from this solicitation, if awarded, will be a Task Order Contract, which may use either cost plus fixed fee or fixed price compensation.

Proposers shall be prepared to accept the terms and conditions of NCTPA's standard form contract included as ATTACHMENT C (NCTPA Sample Professional Service Agreement) hereto. If a proposer desires to take exception to the agreement, the proposer shall provide the following information as a section of the proposal identified as "Exceptions to the Agreement":

1. Proposer shall clearly identify each proposed change to the agreement, including all relevant exhibits and attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Substantial exceptions to the agreement may be determined by NCTPA, at its sole discretion, to be unacceptable and NCTPA will proceed with negotiations with the next highest ranked firm.

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

### A. Format

Proposal shall be printed, bound and be: 1) as brief as possible, and 2) not include any irrelevant promotional material. Seven (1 original plus 6

for a total of 7)hard copies and one (1) electronic CD copy in PDF format of your RFQ submittal are due at NCTPA offices no later than the time and date specified in SECTION 2 - INSTRUCTIONS TO PROPOSERS.

Proposal shall not exceed a total of the equivalent of thirty (30) single sided pages or fifteen (15) double sided pages. RFQ submittals must consist of letter-sized (8.5" x 11") pages, with the exception of no more than three tabloid-sized (11" x 17") pages. General information form, transmittal letter and resumes are excluded from the total page count. Resumes should be limited to no more than two (2) pages in length. Each tabloid-size page is considered one page for the total page count. Loose-leaf or binder-clipped RFQ submittals will not be accepted. Font size shall be at least 12 point.

The nature and form of response of the proposal submittal is at the discretion of those responding, but shall include, at a minimum, the information listed in Section B below.

## B. Content

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

- TITLE PAGE
- TRANSMITTAL LETTER
- EXECUTIVE SUMMARY
- COMPANY BACKGROUND AND EXPERIENCE
- QUALIFICATIONS OF PROPOSER
- PROJECT UNDERSTANDING
- STAFFING AND PROJECT ORGANIZATION
- COST/PRICING INFORMATION
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (not included in the 30 page limit)

### 1. TITLE PAGE

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

### 2. TRANSMITTAL LETTER

A transmittal letter signed by an official authorized to contractually bind the firm or individual is required to sign the cover letter. The transmittal letter shall state that the proposal shall be valid for a 180-day period and should include the name, title, address, telephone number and email address of the individual to whom correspondence and other contacts should be directed during the selection process. The letter should state a list of the

professional disciplines for which the proposer is interested in being considered by NCTPA.

Address the cover letter as follows:

Lawrence E. Gawell  
Chief, Procurement & Compliance Officer  
Napa County Transportation and Planning Agency  
625 Burnell Street  
Napa, California 94559

### 3. EXECUTIVE SUMMARY

This section should be limited to a brief narrative highlighting and summarizing the proposal. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken for those disciplines it wishes to be considered. It should include, but not be limited to, the following:

- Demonstration of knowledge for each of the professional disciplines the proposer wishes to be considered;
- Knowledge of federal, state, regional, and local regulations and policies;

### 4. COMPANY BACKGROUND AND EXPERIENCE

A minimum one page description of any previous projects similar to the services requested, indicating the project title, timing, and budget, sponsoring agency, agency project manager and roles of individuals used in those projects. Include the name of the contact person, agency for whom the work was performed, telephone numbers, and the year in which the work was completed. References may or may not be contacted.

### 5. QUALIFICATIONS OF PROPOSER

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

This section should include a brief description of the proposer's qualifications and previous experience on similar or related engagements. Description of pertinent project experience shall include a summary of the work performed, the total project cost, the period over which the work was completed, and the name title, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project or task.

Proposer shall have ongoing, productive, and excellent working relationships with federal, state, and local agencies having regulatory oversight in their respective field(s) of work.

Proposer shall have a proven track record of ability to complete project deliverables within a timely manner and within budget.

Principals and providers of professional services shall maintain current licensure in the State of California and shall not have any record of disciplinary action within the past five years.

In addition, the selected proposer will be required to provide the certification of eligibility that the proposer has not been debarred or suspended from providing services paid for by the federal government prior to award.

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

#### 6. PROJECT/TASK UNDERSTANDING

This part of the proposal shall contain a description of how the proposer would organize its approach to a project/task. The proposer shall relate how it perceives its role in carrying out the responsibilities required by this RFQ. The proposer shall also provide examples of challenges encountered on similar services and discuss their approach in handling some of the specific challenges and opportunities it foresees for the professional disciplines listed in this RFQ.

#### 7. STAFFING AND PROJECT ORGANIZATION

This section should identify key personnel and their experience who will be assigned to a project. An organizational chart for a project team and bios for key personnel shall be included. The chart shall indicate how the proposer intends to structure a project team, and identify, as appropriate, the project director, project manager, technical team member, and all other key personnel. This section shall include resumes for all key personnel.

#### 8. COST/PRICING INFORMATION (ATTACHMENT F)

Proposer shall submit a labor rate schedule form that will be used for the entire 3-year contract period. Additionally, prior to award of a contract, the proposer may be required to submit the most recent, complete financial instrument that would establish proposer's ability to complete the obligations of the contract resulting from this solicitation.

#### 9. EXCEPTIONS TO THE AGREEMENT

This section shall include any exceptions the proposer has taken to ATTACHMENT C – NCTPA Sample Professional Service Agreement.

## 10. APPENDICES

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

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

The work to be performed under contract based on this RFQ is described in the scope of work attached hereto as ATTACHMENT A and hereby incorporated herein.

This solicitation is intended to provide NCTPA with On-Call Professional Services. NCTPA may require assistance in the areas of \_\_\_\_\_ and other related services as needs arise.

NCTPA may utilize all or none of the proposer's services.

### **SECTION 5 - REQUIRED QUALIFICATIONS**

The NCTPA seeks skilled firms to deliver innovative, high quality services that are supportive of a broad range of professional services. The professional team may consist of one or more firms; if there is more than one firm, the proposal should clearly state the relationship between the firms and who will lead the team. Proposers responding to this RFQ will be expected to demonstrate that one or more team members have substantive practical experience and expertise in the following areas:

1. Minimum five (5) years recent experience in the areas discussed under Scope of Work, (see ATTACHMENT A) such as specific experience with professional services outlined in the scope of work. Please provide brief resume showing work history and similar or relevant assignments completed by each proposed s team member.

Minimum five (5) years experience in project area of interest.

Please provide specific reference information on each of the areas listed above. The proposer will work under the direction of the Executive Director (or his/her appointed designee) of NCTPA, as appropriate.

### **SECTION 6 - PROPOSAL SELECTION AND PROCESS DATES**

Issue Date	October 22, 2012
Pre-proposal Conference	November 5, 2012
Deadline for Submitting Written Questions:	November 7, 2012
Answers to Written Questions Posted:	November 14, 2012
Deadline for Proposal Submittal:	November 30, 2012
Final Selection:	December 20, 2012
Award Contract:	January 10, 2013

## SECTION 7 - EVALUATION AND SELECTION

### A. EVALUATION CRITERIA

The Evaluation Selection Recommendation Committee (ESRC), which may be made up of staff from NCTPA and other outside agencies, will review the proposals submitted. They will then establish a list of pre-qualified firms based on pre-established review criteria and interview the firms, if necessary. The individual or composite rating and evaluation forms prepared by the ESRC will not be revealed.

The product of the selection process will be to pre-qualify up to ten (10) top rank firms, as recommended by the Evaluation Selection Recommendation Committee (ESRC). The proposals should address these evaluation criteria listed below and be as concise and brief as possible.

1. **Qualification of the Firm: (40 points)** Technical experience in performing work of a closely similar nature; experience working with public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subcontractors; and assessments by client references;
2. **Staffing and Project Organization: (30 points)** Qualifications of project staff, particularly key personnel, especially the project manager; key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel;
3. **Cost and Price: (30 points)** Reasonableness of the billing rates submitted and competitiveness of these rates with other offers received. Cost to the NCTPA. (ATTACHMENT F)

### B. EVALUATION PROCEDURE

NCTPA's ESRC will review and evaluate the qualifications submitted, establish a list of finalists based on pre-established review criteria, interview the finalist firms (optional) and select the successful proposers based on pre-established review criteria in accordance with NCTPA's Procurement Policies and Procedures Manual. The individual or composite rating and/or evaluation forms prepared by the ESRC members will not be revealed. Negotiations of the contracts, the detailed scope of work, and the fees are not within the purview of the ESRC.

After initial review of the proposals, NCTPA may, at its discretion, hold interviews with the top ranked proposers. Each interview will be no more than 60-minutes in duration, with the proposer's presentation limited to not more than 20-minutes. Any areas of specific concern will be identified before the interview. NCTPA reserves the right to award a contract based solely on written proposals and not conduct oral interviews.

## **SECTION 8 - AWARD**

In accordance with NCTPA's Procurement Policies and Procedures Manual, after the ESRC has completed its review, a list of qualified firms will be established. When project needs or specific tasks are identified, NCTPA may request a task-specified proposal from two or more qualified proposers from the list. Based on evaluation of the submitted task-specific proposal, the proposer most advantageous to NCTPA will be selected. Negotiations will be conducted for the extent of services to be rendered and for the method of compensation. NCTPA reserves the right to award its total requirement among the selected firms or to initiate a new procurement as NCTPA may deem in its best interest.

## **SECTION 9 - NON-DISCRIMINATION**

Proposers shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above), in the performance of NCTPA contracts. Proposers and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Proposers shall include the non-discrimination and compliance provisions of the above clause in all subcontracts to perform work under this contract.

## **SECTION 10 - LEVINE ACT**

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

## **SECTION 11 - NCTPA DBE/UDBE REQUIREMENTS**

NCTPA has adopted a Disadvantage Business Enterprise (DBE) Policy, pursuant to which the NCTPA encourages all prime proposers to utilize qualified DBE sub contractors on NCTPA projects, NCTPA promotes the direct purchase of goods from qualified DBEs by utilizing DBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, NCTPA seeks the utilization of qualified DBEs when such DBEs are available. All prime

proposers are required to report on DBE usage during the term of each contract. For instructions and forms, see ATTACHMENT E, E-1, E-2, E-3.

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

## **SECTION 12 - INDEMNIFICATION AND INSURANCE REQUIREMENTS**

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

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All inquiries pertaining to this RFQ should be emailed to Lawrence E. Gawell, Chief, Procurement & Compliance Officer, at the following email address: [lgawell@nctpa.net](mailto:lgawell@nctpa.net) not later than the date established by the procurement schedule. Responses to all questions submitted by the deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal meeting discussed above, and will also be posted on the NCTPA website: [www.nctpa.net](http://www.nctpa.net). The subject line for questions submitted in writing should include reference to: "Questions – NCTPA RFQ No. 2012-20 On-Call Professional Services".

Proposals must be received not later than the date and time established by the procurement schedule.

Late proposals will not be considered.

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

Lawrence E. Gawell  
Chief, Procurement & Compliance Officer  
Napa County Transportation and Planning Agency  
625 Burnell Street  
Napa, California 94559

Attachments

## **ATTACHMENT A**

### **SCOPE OF WORK**

On behalf of NCTPA, the agency is seeking to identify a list of qualified proposers to provide services related to the list below:

- Legal Services – General Counsel for public agency, with knowledge of public board proceedings, Federal, State, and Local regulations for public transportation, congestion management agencies, funding, public contracts, and other related areas.
- Lobbying Services – California State lobby firm familiar with transportation issues to track state budget and legislation pertaining to public transit, congestion management agencies, related environmental issues, familiarity with state and local agencies, and their functions.
- Financial Services – Internal and/or independent (single audit) auditing services that could include annual financial auditing, special project auditing, internal auditing, cost allocation plan development, process and procedures development.
- Financial Systems Consulting – Assessment of organizational financial needs to determine suitable financial system, tailoring and on-going support of financial systems.
- Information Technology Services – Provide informational management system/network, on-going support support for office computers and networking.
- Communciations – design and install new telecommunication systems, including phones and internet services.

### **OTHER CONSIDERATIONS**

1. The proposer will be available by phone or in person to the designated NCTPA staff throughout the contract period.

**ATTACHMENT B**

**GENERAL INFORMATION FORM**

(To be completed by the proposer and placed at the front of the RFQ)

Legal Name of Firm :

Date:

Street Address:

Telephone Number:

City/State/Zip:

Firm's Fax Number:

NCTPA DBE

NCTPA LBE

DBE

UDBE

None

Type of Organization:

(Corporation, Sole Proprietorship, Partnership, etc.)

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Project Manager:

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Name, Title, and Phone Number of Person Project Correspondence should be directed to:

Proposer Work Discipline: Project Delivery Team  Individual Firm

Sub Proposer Information

Firm Name(s) Address

Contact Name/Phone Number

Email

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NCTPA DBE

DBE

UDBE

None

Signature, Name and Title of Person Signing

**ATTACHMENT C**

**NCTPA SAMPLE PROFESSIONAL SERVICE AGREEMENT**

Please refer to our website at [www.nctpa.net](http://www.nctpa.net) for Professional Service Agreement.

ATTACHMENT D

FEDERAL REQUIRED CONTRACT CLAUSES

Please refer to our website at [www.nctpa.net](http://www.nctpa.net) for content of federal required clauses.

Federal Required and Other Model Contract Clauses

	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof Svcs
1. Fly America - Required for air transportation.	>\$100,000		>\$100,000			>\$100,000	
2. Buy America		X					
3. Charter Bus and School Bus							
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.							
5. Seismic Safety			New Bldg				
6. Energy Conservation	X	X	X	X	X	X	X
7. Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
8. Bus Testing	X	Turnkey					
9. Pre-Award and Post-Delivery Audit	X	Turnkey					
10. Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000		>\$100,000	>\$100,000
11. Access to Records and Reports	X	X	X	X		X	X
12. Federal Changes	X	X	X	X	X	X	X
13. Bonding			>\$100,000				
14. Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15. Recycled Products	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000
16. Davis-Bacon and Copeland Anti-Kickback Acts			>\$2,000				
17. Contract Work Hours and Safety Standards Act			>\$100,000				
19. No Government Obligation to Third Parties	X	X	X	X	X	X	X
20. Program Fraud (and False or Fraudulent Statements and Related Acts)	X	X	X	X	X	X	X
21. Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
22. Government-wide Debarment and Suspension (Nonprocurement)	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
23. Privacy Act	X	X	X	X	X	X	X
24. Civil Rights	X	X	X	X	X	X	X
25. Breaches and Dispute Resolution	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
26. Patient and Rights in Data							
27. Transit Employee Protective Agreements		X					
28. Disadvantaged Business Enterprise (DBE)	X	X	X	X	X	X	X
30. Incorporation of Federal Transit Administration Terms	X	X	X	X	X	X	X
31. Drug and Alcohol Testing		X					

\* Procurement of items designated by EPA - 40CFR247

## ATTACHMENT E

### CALTRANS DBE/ UDBE REQUIREMENTS

- NCTPA has established a Disadvantage Business Enterprise goal for this Agreement of \_\_\_\_\_%

OR

- NCTPA has not established a DBE Goal for this Agreement' however, Contractor is encouraged to obtain DBE participation for this Agreement

OR

- NCTPA has established an Underutilized DBE goal for this Agreement of \_\_\_\_\_%.

OR

- NCTPA has not established an Underutilized DBE goal for this Agreement. However, Contractor is encouraged to obtain UDBE participation for this Agreement.

#### 1. GENERAL PROVISIONS

This Project is subject to Title 49 Code of Federal Regulations Part 26.13 (b) (49 CFR 26.13) that states:

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

Contractor's attention is directed to the following provisions:

- A. Any subcontract entered into as a result of this Project shall contain all of the provisions of this Section.
- B. Take necessary and reasonable steps to ensure that DBEs and UDBEs have opportunity to participate in the Contract (49 CFR 26).
- C. Make work available to Underutilized Disadvantaged Business Enterprises (UDBE) and select work parts consistent with available UDBE sub-Contractors.
- D. Meet the specified UDBE participation goal or demonstrate that adequate good faith efforts were made to meet this goal; or if there is no specified UDBE goal use good faith efforts for participation.
- E. Verify that the UDBE firm is certified as DBE. For a list of certified DBEs, follow the link [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm) for access to

the CUCP database. There is no specific certification for UDBE firms; however the CPUC database breaks down DBE firms by gender and ethnicity to facilitate locating UDBE firms.

- F. UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:
  - 1. Black Americans,
  - 2. Native Americans,
  - 3. Asian-Pacific Americans,
  - 4. Women.
- G. References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.
- H. Contractor is responsible to be fully informed regarding the requirements of 49 CFR Part 26 and Caltrans DBE and UDBE programs.

## 2. SUBMISSION OF UDBE AND DBE COMPLIANCE DOCUMENTATION

- A. If there is a UDBE goal on the contract, a "Local Agency Bidder/Proposer-UDBE Commitment (Service Contract)" (Attachment E-1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. When selected, the Contractor will complete and sign all requested UDBE forms. If the goal is not met, the proposer must document adequate good faith efforts. (Attachment E-3) Only UDBE participation will be counted towards the UDBE contract goal; however, all DBE participation shall be collected and reported.
- B. If there is a DBE goal for the Contract, a "Local Agency Proposer -DBE - Information (Contractor Contract)" (Attachment E-2) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all UDBE and DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.
- C. The information provided on the form should include with names, addresses and phone numbers of DBE firms (including UDBE firms) that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful Contractor certified as a DBE should describe the work it has committed to perform with its own forces as well as any other work that it has committed to be performed by DBE subcontractors and suppliers.

The Contractor is encouraged to provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the

contract. If a DBE is participating as a joint venture partner, the successful Contractor is encouraged to submit a copy of the joint venture agreement.

### 3. DBE PARTICIPATION

It is the Contractor's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime Contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by UDBE subContractors, subContractors, suppliers or trucking companies.
  - 3. The proposer made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The prime Contractor shall list only one subContractor for each portion of work as defined in their proposal and all DBE subContractors should be listed in the cost proposal list of subContractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

### 4. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

- B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
  - C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
  - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
5. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL, UNDER THE FOLLOWING CONDITIONS:
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
  - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
  - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
  - D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
  - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the

transportation services provided by the lessee, since these services are not provided by the DBE.

- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

## 6. PERFORMANCE OF DBE CONTRACTORS AND DBE SUBCONTRACTORS / SUPPLIERS

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

## 7. FINAL REPORT

Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the CONTRACTOR or the Contractor's authorized representative and shall be furnished to NCTPA with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to NCTPA.

## 8. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to NCTPA within 30 days.



**INSTRUCTIONS - LOCAL AGENCY BIDDER- UD BE COMMITMENT  
(SERVICE CONTRACTS) (Revised 03/09)**

**ALL PROPOSERS:**

**PLEASE NOTE:** It is the proposer's responsibility to verify that the UD BE(s) falls into one of the following groups in order to count towards the UD BE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UD BE commitment will be grounds for finding the proposal nonresponsive

UD BE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the contractor contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UD BEs. The UD BE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UD BEs to perform the work (must be certified on the date proposals are received and include UD BE address and phone number). Enter the UD BE prime contractor and subcontractor certification numbers. Prime contractors shall indicate all work to be performed by UD BEs including, if the prime contractor is a UD BE, work performed by its own forces.

There is a column for the total UD BE percentage. Enter the Total Claimed UD BE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UD BE, describe exact portion of time to be performed or furnished by the UD BE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UD BE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Attachment E-1 must be signed and dated by the contractor proposing. Also list a phone number in the space provided and print the name of the person to contact.

**For the Success Proposer only, local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.



**INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION  
(SERVICE CONTRACTS) (Revised 03/09)**

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the service contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime contractor. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime contractor's and subcontractors' certification numbers. The prime contractor shall indicate all work to be performed by DBEs including, if the prime contractor is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Attachment E-2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

**Attachment E-3 UDBE Information – Good Faith Efforts**

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

NCTPA established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of \_\_\_\_\_% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder – UDBE Commitment" form indicates that the bidder has met the UDBE 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 UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder – UDBE 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 UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE 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 UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to UDBE 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 UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

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

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

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

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

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E. Efforts made to assist interested UDBEs 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 UDBEs:

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F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE 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 UDBE 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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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

## ATTACHMENT F

### LABOR RATE SCHEDULE FORM

This attachment is *Instructional Only*. Please submit the required information and identify it as ATTACHMENT F. Provide the labor rate schedules for the prime contractor and all subcontractors proposed to perform the work under this RFQ. The schedule should include the name, classification and rate except where a classification is listed as a group with a rate range.

Include the standard ODC schedule information for your firm.



October 17, 2012  
NCTPA Agenda Item 12.1  
Continued From: New  
Action Requested: **INFORMATION**

## NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Lawrence E. Gawell, Program Manager – Chief Procurement & Compliance Officer  
(707) 259-8636 / Email: [lgawell@nctpa.net](mailto:lgawell@nctpa.net)  
**SUBJECT:** Soscol Gateway Transit Center Walking Tour

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### **RECOMMENDATION**

That the Executive Director lead a walking tour of the Soscol Gateway Transit Center (SGTC) construction site to observe current construction activity. Itinerary as follows (times are approximate):

1. 2:30 p.m. - Depart NCTPA and proceed to 625 Burnell Street, Napa, CA.
2. 3:30 p.m. - Adjourn meeting from construction site.

### **COMMITTEE RECOMMENDATION**

None.

### **EXECUTIVE SUMMARY**

A walking tour will be provided to view current construction activity for the Soscol Gateway Transit Center

### **PROCEDURAL REQUIREMENTS**

1. Staff to lead tour of construction site.
2. Board and Staff discussion and public comments at construction site.
3. Chairperson adjourns the meeting at construction site.

### **FISCAL IMPACT**

Is there a fiscal impact? No.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

Staff will lead a tour of the Soscol Gateway Transit Center which will be the new home of the NCTPA. The Contractor is currently in the final stages of construction at the site at Fourth and Burnell streets. NCTPA hopes to occupy its new offices the week of November 15, 2012

**SUPPORTING DOCUMENTS**

None