



**REQUEST FOR PROPOSALS**  
To provide  
**ON-CALL GRAPHIC DESIGN SERVICES**  
**RFP No. 2016-06**

Dear Proposers:

The Napa Valley Transportation Authority (NVTA) is issuing a Request for Proposal (RFP) for On-Call Graphic Design Services. NVTA 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 NVTA office at (707) 259-8780 or download the document in PDF format from our website [www.nvta.ca.gov](http://www.nvta.ca.gov) . All inquiries pertaining to this RFP should be emailed to Renée Y. Kulick, Administrative Technician at the following email address: [rkulick@ntvta.ca.gov](mailto:rkulick@ntvta.ca.gov) . Response to all questions submitted will be answered in accordance with the Procurement Schedule for this RFP.

**Proposals must be received no later than 2:00 PM (local), on October 18, 2016.**  
Late proposals will not be considered.

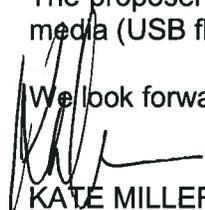
Proposals will be accepted either by hand delivery or by mail addressed as follows:

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

RFP No. 2016-06

All correspondence and transmittals should be complete, sealed, and clearly marked as "**Proposal Submittal, RFP No. 2016-06**" and should indicate the date and time of RFP closing. The proposer must submit one (1) original proposal, two (2) hard copies, and one (1) on digital media (USB flashdrive/CD) (four (4) in total).

We look forward to receiving a proposal from your firm.



KATE MILLER  
Executive Director

# REQUEST FOR PROPOSALS

To provide

## ON-CALL GRAPHIC DESIGN SERVICES

RFP No. 2016-06

Issued by:

Napa Valley Transportation Authority

Monday, September 19, 2016

### RESPONSES DUE:

FRIDAY, OCTOBER 18, 2016 – 2:00 PM (Local)

at the

Napa Valley Transportation Authority  
625 Burnell Street  
Napa, CA 94559

Release of RFP authorized by:



Kate Miller, NVTA Executive Director

9/19/16

Date

## TABLE OF CONTENTS

	Page
SECTION 1 - INTRODUCTION	4
SECTION 2 - INSTRUCTION TO PROPOSER	4
SECTION 3 - FORMAT AND CONTENT OF PROPOSAL	8
SECTION 4 - SCOPE OF SERVICES TO BE PROVIDED	11
SECTION 5 - REQUIRED QUALIFICATIONS	11
SECTION 6 - PROPOSAL SELECTION AND PROCESS	12
SECTION 7 - AWARD	13
SECTION 8 - NON-DISCRIMINATION	13
SECTION 9 - LEVINE ACT	13
SECTION 10 - DISADVANTAGED BUSINESS ENTERPRISE	14
SECTION 11 - INDEMNIFICATION AND INSURANCE REQUIREMENTS	15
LIST OF ATTACHEMENTS	
ATTACHMENT A SCOPE OF WORK	16
ATTACHMENT B GENERAL INFORMATION FORM	18
ATTACHMENT C NVTA SAMPLE PROFESSIONAL SERVICE AGREEMENTS	19
ATTACHMENT D FEDERAL REQUIRED CONTRACT CLAUSES	20
ATTACHMENT E CALTRANS DBE/DBE REQUIREMENTS	21
E1 LOCAL AGENCY PROPOSER DBE INFORMATION (PROPOSER CONTRACTS)	26
E2 DBE INFORMATION GOOD FAITH EFFORTS	28
ATTACHMENT F PROJECT WORK ORDER	31

## PROCUREMENT SCHEDULE

### KEY RFP DATES

Issue Date	September 19, 2016
Pre-proposal Conference	September 23, 2016, 1:00PM (Local)
<b>Deadline for Submitting Written Questions:</b>	<b>September 26, 2016, 2:00PM (Local)</b>
Answers to Written Questions Posted:	September 29, 2016
<b>Deadline for Proposal Submittal:</b>	<b>October 18, 2016, 2:00PM (Local)</b>
Interviews	October 21, 2016
Final Selection:	October 24, 2016
<b>Award Contract:</b>	<b>October 24, 2016</b>

# **Request for Proposals**

**RFP No. 2016-06**

## **ON-CALL GRAPHIC DESIGN SERVICES**

### **SECTION 1 – INTRODUCTION**

The Napa Valley Transportation Authority (NVTA) is a joint powers authority (JPA) 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 NVTA are defined by the joint powers agreement and overseen by the Board of Directors made up of elected officials from the respective member agencies, and an ex-officio member from the Paratransit Coordinating Council (PCC).

NVTA serves as the countywide transportation planning body for the incorporated and unincorporated areas within Napa County and is responsible for programming State and Federal funding for transportation projects within the county. NVTA is charged with coordinating short and long term planning and funding within an intermodal policy framework in the areas of highways, streets and roads, transit and paratransit, and bicycle/pedestrian improvements. NVTA 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.

The Napa Valley Transportation Authority (NVTA-TA) is the local transportation sales tax authority. NVTA-TA is responsible for the oversight and administration of Measure T, the 0.5% sales tax for street and road improvements approved by the voters on November 6, 2012

It is NVTA's intent to establish a list of qualified firms for On-Call Graphic Design Services. Contract will be awarded on October 24, 2016, for a period not to exceed one (1) year with the option of two (2) one (1) year extensions. Prospective proposers may choose to form a team with qualified subproposers for the purpose of submitting a proposal. However, if selected, NVTA reserves the right to request substitutions of particular sub-proposers.

### **SECTION 2 - INSTRUCTION TO PROPOSER**

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

A pre-proposal conference will be held on September 23, 2016, 1:00 PM (local), at NVTA, Board Room, 625 Burnell Street, Napa, CA 94559, or if not available to attend in person a call-in option is available by dialing USA toll-free number 888-398-2342 or USA caller paid/international caller toll +215-

861-0674 and enter access code 9209029 when prompted. Attendance is not required to submit a proposal.

**B. Examination of Proposal Documents**

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

**C. Addenda/Clarifications**

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested verbally at the pre-proposal meeting or in advance of the meeting in writing. While this meeting is not mandatory, all firms intending to propose are strongly encouraged to attend. All inquiries pertaining to this RFP should be emailed to Renée Y. Kulick, Sr. Administrative Technician, Sr. Administrative Technician, at the following email address: [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov) no later than 2:00 PM (local), September 26, 2016. Response to all questions submitted by the September 26, 2016 deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal conference discussed above, and will also be posted on the NVTA website at [www.nvta.ca.gov](http://www.nvta.ca.gov). The subject line for questions submitted in writing should include reference to: "Questions - NVTA RFP No. 2016-06 On-Call Graphic Design 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 NVTA shall sign the cover letter and the letter shall include the name, title, address, email address and the telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. Address the cover letter as follows:

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

RFP No. 2016-06

The proposer must submit one (1) original proposal, two (2) hard copies, and one (1) on electronic file (USB Flashdrive/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 – NVTA RFP No. 2016-06"**

Proposals must be received no later than **2:00 PM (local), on October 18, 2016**. Late proposals will not be considered.

A proposer may object to a provision of the RFP on the grounds that it is biased, unduly restrictive or arbitrary or to the selection of a particular proposer on the grounds that NVTA procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the 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 five working days prior to the scheduled RFP opening or deadline for submittal or proposals, as appropriate, in order to be considered by NVTA. Any protest based on such grounds not filed within this period will not be considered by NVTA. For detailed information visit our website at [www.nvta.ca.gov](http://www.nvta.ca.gov) .
2. Any protests regarding the evaluation of bids or proposals by NVTA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with NVTA no later than 72 hours after the protestor's receipt of NVTA's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the proposal evaluation, or the contract approval or award will not be considered by NVTA.

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

### **E. Withdrawal of Proposal Submittal**

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

### **F. Rights of NVTA**

This RFP does not commit NVTA to enter into a contract, nor does it obligate

NVTA to pay for any costs incurred in preparation and submission of the proposal or in anticipation of a contract.

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

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

1. Reject any or all proposal submittals.
2. Issue one (1) or more subsequent RFPs.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the RFP process.
5. Approve or disapprove the use of particular subcontractors.
6. Negotiate with any, all, or none of the proposers responding to this RFP.
7. Solicit best and final offers from all or some of the proposers.
8. Award a contract to one (1) 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 hourly rate(s) compensation with a not to exceed total per task order.

Proposers shall be prepared to accept the terms and conditions of NVTA's standard form contract included as ATTACHMENT C (NVTA 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 NVTA, at its sole discretion, to be unacceptable and NVTA may proceed with negotiations with the other proposed firms. See SECTION 7 - AWARD.

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

### **A. Format**

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

Proposal shall be printed, bound and be: 1) as brief as possible, and 2) not include any irrelevant promotional material. One (1) original proposal, two (2) hard copies, and one (1) on electronic file (USB Flashdrive/CD) copy in PDF format of your RFP submittal are due at NVTA 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 thirteen (30) single sided pages or fifteen (15) double sided pages. RFP submittals must consist of letter-sized (8.5" x 11") pages, with the exception of no more than three tabloid-sized (11" x 17") pages. General information form, transmittal letter and resumes are excluded from the total page count. Resumes should be limited to no more than two (2) pages in length. Each tabloid-size page is considered one page for the total page count. Loose-leaf or binder-clipped RFP submittals will not be accepted. Font size shall be at least 12 point.

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

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

A Cost Proposal must be submitted.

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

### **B. Content**

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

- TITLE PAGE
- TRANSMITTAL LETTER
- EXECUTIVE SUMMARY

- PROPOSER BACKGROUND AND EXPERIENCE
- QUALIFICATIONS OF PROPOSER
- EXAMPLES OF PUBLIC SECTOR REPRESENTATION
- STAFFING AND ORGANIZATION
- COST PROPOSAL
- EXCEPTIONS TO THE AGREEMENT
- SAMPLES OF WORK (not included in the 30 page limit)
- APPENDICES (not included in the 30 page limit). Résumés are not included in the 30 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 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 planning disciplines for which the proposer is interested in being considered by NVTA.

Address the cover letter as follows:

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

RFP No. 2016-06

3. EXECUTIVE SUMMARY

This section should be limited to a brief narrative highlighting and summarizing the proposal. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken.

#### 4. PROPOSER BACKGROUND AND EXPERIENCE

A minimum one (1) page description of the proposer's background in graphic design service and relevant public sector representation. 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.

An electronic portfolio on CD/DVD/Flashdrive that includes a variety of images relating to completed projects shall be included as reference.

#### 5. QUALIFICATIONS OF PROPOSER

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

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

In addition, the selected proposer will be required to provide the certification of eligibility that the proposer 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 NVTA staff, prepare required reports, report information regarding the completion of all tasks in the work program, submit required work products by the required delivery dates and maintain records, accounts and books as necessary.

#### 6. EXAMPLES OF PUBLIC SECTOR REPRESENTATION

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

#### 7. STAFFING AND PROJECT ORGANIZATION

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

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

8. COST PROPOSAL

Provide a cost proposal for services (or hourly rate over the course of the on-call contract if awarded) to be rendered to NVTA for performance of the scope of work attached hereto.

9. EXCEPTIONS TO THE AGREEMENT

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

10. SAMPLES OF WORK

At least six (6) samples of work that encompass some or all of the items included in scope of work (hard copies of work are not required but if submitted will not be counted as part of the 30 page proposal limit).

11. APPENDICES

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

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

The work to be performed under contract based on this RFP is described in the scope of work attached hereto as ATTACHMENT A and hereby incorporated herein. This solicitation is intended to provide NVTA with On-Call Graphic Design Services. NVTA may utilize all or none of the proposer's services.

## **SECTION 5 - REQUIRED QUALIFICATIONS**

NVTA seeks motivated, skilled, enthusiastic, accountable professional graphic designers who can deliver innovative, high quality professional graphic design services. Proposers responding to this RFP will be expected to demonstrate that one (1) or more team members have substantive practical experience and expertise in the following areas:

1. Minimum three (3) years recent experience in the areas discussed under the scope of work (ATTACHMENT A). Please provide brief resume showing work history and similar or relevant assignments completed by each proposed proposer team member.

2. Proposer must have all necessary licenses to operate in Napa, if necessary.
3. Proposer must not be the subject of disciplinary action by any State of California regulatory or licensing agency.

Please provide specific reference information on each of the areas listed above. The Proposer will work under the direction of NVTA's Executive Director and any assigned NVTA staff.

## **SECTION 6 – PROPOSAL SELECTION AND PROCESS**

### **A. EVALUATION METHOD**

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

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

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

### **C. CONTRACT NEGOTIATION**

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

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

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

- 1. Firm Background and Experience (20 points);**
- 2. Qualifications of Proposer/Quality of Work Submitted (40 points);**
- 3. Public Sector Experience (20 points); and**
- 4. Cost and Price (20 points)**

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

## **SECTION 7 - AWARD**

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

## **SECTION 8 - NON-DISCRIMINATION**

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

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

## **SECTION 9 - LEVINE ACT**

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

## **SECTION 10 – DISADVANTAGED BUSINESS ENTERPRISE**

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

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

The NVTA goal for this program is   0%   for DBE.

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

Insurance requirements for this project are set forth in ATTACHMENT C, NVTA 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 RFP should be emailed to Renée Y. Kulick, Sr. Administrative Technician, at the following email address: [rkulick@nvta.ca.gov](mailto:rkulick@nvta.ca.gov) not later than 2:00 PM (local), September 26, 2016. Response to all questions submitted by the September 26, 2016 deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal audio conference call discussed above, and will also be posted on the NVTA website at [www.nvta.ca.gov](http://www.nvta.ca.gov). The subject line for questions submitted in writing should include reference to: "Questions – NVTA RFP No. 2016-06 On-Call Graphic Design Services".

Proposals must be received not later than **2:00 PM (local), on October 18, 2016**. Late proposals will not be considered.

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

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

RFP No. 2016-06

Attachments follow.

# **ATTACHMENT A**

## **SCOPE OF WORK**

The Napa Valley Transportation Authority (NVTA) is soliciting proposals to establish a term contract with a professional graphic design firm or individual for a wide variety of professional graphic and design services, such as brochures, flyers, posters, pullout maps, and other marketing materials.

It is the intent of NVTA to award a one (1) year contract with a two (2) one (1) year extension option for the described essential services. This will not be an exclusive contract; multiple bidders may be selected to do work for NVTA.

### **I. TYPE OF WORK**

The Consultant shall function with overall guidance from NVTA staff, but will manage and control the day-to-day work directive activities and deliverables.

Services - Graphic design services to be provided by Consultant under the Agreement and individual Task Orders may include, but are not limited to, the following tasks and activities:

1. Brochures
2. Bus Routes
3. System Map
4. On Street Static Signage
5. Direct Mail
6. Digital and Print Ads
7. Website Updates
8. Flyers
9. Signage
10. Displays
11. Giveaways
12. On-Board Bus Cards
13. Special Event Materials
14. Bus Wraps
15. Door Hanger Ads
16. Billboards
17. Integration of maps and computer aided design diagrams
18. Program and promotional materials

### **II. ORDER PROCESS**

- A Task Order will be initiated in accordance with the following procedure:

- NVTA will issue a Request for Task Proposal (RTP) to Contractor(s), which will define the scope of work, deliverables and required schedule for each individual assignment.
- Project Work Orders (POW) will be issued on a negotiated price based on the individual project requirements (ATTACHMENT F).
- Contractor(s) will submit its Task Proposal to NVTA within five (5) days of receipt of the RTP. The proposal shall include the Contractor's understanding of the scope of work, deliverables and schedule and will include a cost proposal. Also included will be the names of the Contractor, subcontractor(s), and personnel proposed under the POW.
- NVTA will review the RTP for compliance for conceptual understanding of work, adherence to contractual requirements and technical evaluation to ensure the Task Proposal is complete and is consistent with the scope of work, that personnel assigned are acceptable and that all costs proposed are appropriate.
- If required, NVTA will conduct negotiations to address exceptions and costs identified in the Task Proposal. After negotiations, Contractor will submit a revised Task Proposal within five (5) days.
- NVTA will issue the POW within five (5) days after receipt of an accepted Task Proposal.
- Services shall be performed under the direction of NVTA staff representative identified in the POW.
- The Contractor shall produce artwork in high-resolution electronic formats agreed to by NVTA such as Adobe Illustrator for printing or to be placed on NVTA's websites. All artwork produced under this contract will become and remain the property of NVTA. The contractor is to furnish all electronic files pertaining to the artwork directly to NVTA staff.

### **III. OTHER CONSIDERATIONS**

The proposer shall be available by phone or in person to the designated NVTA staff throughout the contract period.

## ATTACHMENT B

### GENERAL INFORMATION FORM

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

Legal Name of Proposer:

Date:

Street Address:

Telephone Number:

City/State/Zip:

Proposer's Fax Number:

NVTA DBE  NVTA LBE  DBE  None

Type of Organization:

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

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Manager:

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Name, Title, e-mail address, and Phone Number of Person Correspondence should be directed to:

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NVTA DBE  DBE  None

Signature, Name and Title of Person Signing

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**ATTACHMENT C**

**NVTA SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)**  
**NVTA SAMPLE MASTER PROFESSIONAL SERVICE AGREEMENT (MPSA)**

Please refer to our website [www.nvta.ca.gov](http://www.nvta.ca.gov) for Professional Service Agreement (PSA)  
or Master Professional Services Agreement (MPSA).

# ATTACHMENT D

## FEDERAL REQUIRED CONTRACT CLAUSES

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

### APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, EEO, ADA)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000	>\$100,000	>\$100,000
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			For property transported by ocean vessel.	For property transported by ocean vessel.	For property transported by ocean vessel.
Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.
Davis-Bacon Act				>\$2,000 (including ferry vessels)	
Contract Work Hours and Safety Standards Act		>\$100,000 (except transportation services)	>\$100,000	>\$100,000 (including ferry vessels)	
Copeland Anti-Kickback Act Section 1 Section 2				All All exceeding \$2,000 (including ferry vessels)	
Bonding				\$100,000	
Seismic Safety	A&E for New Buildings & Additions			New Buildings	
Transit Employee Protective Arrangements		Transit Operations			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit Operations			
Alcohol Misuse and Testing		Transit Operations			
Patent Rights	Research & Development				
Rights in Data and Copyright Requirements	Research & Development				
Energy Conservation	All	All	All	All	All
Recycled Products		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year
Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States

## ATTACHMENT E

### CALTRANS DBE/ DBE REQUIREMENTS

NVTA has established a Disadvantage Business Enterprise goal for this Agreement of 0%.

OR

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

#### 1. GENERAL PROVISIONS

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

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

Contractor's attention is directed to the following provisions:

- A. Any subcontract entered into as a result of this Project shall contain all of the provisions of this Section.
- B. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).
- C. Make work available to Disadvantaged Business Enterprises (DBE) and select work parts consistent with available DBE sub-Contractors.
- D. Meet the specified DBE participation goal or demonstrate that adequate good faith efforts were made to meet this goal; or if there is no specified DBE goal use good faith efforts for participation.
- E. Verify that the DBE proposer is certified as DBE. For a list of certified DBEs, follow the link [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm) for access to the CUCP database. There is no specific certification for DBE proposers; however the CPUC database breaks down DBE proposers by gender and ethnicity to facilitate locating DBE proposers.
- F. Contractor is responsible to be fully informed regarding the requirements of 49 CFR Part 26 and Caltrans DBE programs.

## 2. SUBMISSION OF DBE COMPLIANCE DOCUMENTATION

- A. If there is a DBE goal for the Contract, a “Local Agency Proposer -DBE – Information (Proposer Contract)” (Attachment E-1) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.
- B. The information provided on the form should include with names, addresses and phone numbers of DBE proposers that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful Contractor certified as a DBE should describe the work it has committed to perform with its own forces as well as any other work that it has committed to be performed by DBE sub-proposers and suppliers.

The Contractor is encouraged to provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If a DBE is participating as a joint venture partner, the successful Contractor is encouraged to submit a copy of the joint venture agreement.

## 3. DBE PARTICIPATION

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

- A. A DBE must be a small business proposer defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime Contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE proposer must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

- E. The prime Contractor shall list only one subContractor for each portion of work as defined in their proposal and all DBE subContractors should be listed in the cost proposal list of subContractors.
  - F. A prime proposer who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subproposers.
4. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A, PURCHASES WILL COUNT TOWARDS THE GOAL UNDER THE FOLLOWING CONDITIONS:
- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a proposer that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
  - B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a proposer that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the proposer must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
  - C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
  - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

5. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT UNDER THE FOLLOWING CONDITIONS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE proposer, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE proposer, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section 5, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

6. PERFORMANCE OF DBE CONTRACTORS AND DBE SUBCONTRACTORS / SUPPLIERS

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the proposer is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In

determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

## 7. FINAL REPORT

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

## 8. DBE CERTIFICATION AND DBE-CERTIFICATION STATUS

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



INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION  
(PROPOSER CONTRACTS) (Revised 06/14)

SUCCESSFUL PROPOSER:

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

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

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

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

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

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

**Attachment E-2 DBE Information – Good Faith Efforts**

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

NVTA established a Disadvantaged Business Enterprise (DBE) goal of 0% for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

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

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

C. The items of work which the bidder made available to DBE proposers, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE proposers.

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		
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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**

**SAMPLE**

**PROJECT WORK ORDER NO.**

**PROJECT NAME:**  
**NVTA PROJECT MANAGER:**  
**CONTRACTOR DESIGNATED TEAM MEMBERS:**

**SCOPE OF SERVICE:** See Scope of Services/Proposal for Services dated *MONTH XX, 20XX* and Fee Schedule attached as Exhibit B-1.

**START DATE:** *MONTH XX, 20XX*                      **COMPLETION DATE:** *MONTH XX, 20XX*

**NOT-TO-EXCEED AMOUNT FOR THIS PROJECT:** \$X,XXX

**CHARGE NUMBER FOR PAYMENT:** XXXX

**TERMS AND CONDITIONS:** This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the "Master Agreement with (CONTRACTOR) dated *MONTH XX, 20XX*, which terms are hereby incorporated and made part of this Project Work Order.

NVTA,

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CONTRACTOR**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:**  
**Title:** Chairman of the Board, President or any Vice-President

**Tax ID:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name**  
**Title:** Secretary, any Assistant Secretary, Chief Financial Officer, or any Assistant Treasurer