REQUEST FOR PROPOSAL

FOR

COMPRESSED NATURAL GAS (CNG) FUELING STATION MAINTENANCE SERVICES

City of Vallejo Solano County, California 94590

SOLICITATION NO. 2017-RFP-03

PROPOSALS DUE OCTOBER 27, 2017

ISSUED FOR SOLICITATION

SEPTEMBER 29, 2017

I. NOTICE TO CONTRACTORS

NOTICE IS GIVEN that sealed proposals are requested by Solano County Transit, (SolTrans), a joint powers authority, for CNG Fueling Station Maintenance Services. All proposals shall be submitted in response to the conditions of this "REQUEST FOR PROPOSALS" for CNG Fueling Station Maintenance Services (hereinafter referred to as RFP)," dated September 29, 2017, said RFP being on file in the offices of SolTrans located at 311 Sacramento Street, Vallejo, California, 94590.

Proposals must be contained in a sealed envelope and appropriately labeled as described in the Section entitled Schedule & Submittal Instructions. Proposals must be received at the offices of SolTrans, at or before 5:00 p.m. on Friday October 27, 2017.

Proposals received after 5:00 p.m. on October 27, 2017 will be returned unopened.

A. Obtaining Documents

Proposal documents may be obtained in person at the SolTrans office at 311 Sacramento Street, Vallejo, California, 94590 or electronically at:

http://www.soltransride.com/about-soltrans/doing-business-with-soltrans/procurements

Documents requested by mail will be packaged and sent postage paid.

B. Validity of Proposals

Proposals and subsequent offers shall be valid for a period of not less than ninety (90) days after proposal deadline.

C. Pre-Proposal Conference

A pre-proposal conference will be held for this project at 2:00 p.m. on Tuesday, October 10, 2017 at the SolTrans Operations and Maintenance (O&M) Facility, Room 106, located at 1850 Broadway Street, Vallejo, CA 94589. Attendance at the pre-proposal conference is NOT mandatory but encouraged.

Proposers are requested to submit written questions to the Program Analyst identified below, in advance of the pre-proposal conference. Proposers are reminded that any changes to the RFP will be made by written addenda only and nothing stated at the pre-proposal conference shall change or qualify in any way any of the provisions in the RFP and shall not be binding on SolTrans.

D. Proposal Inquiries and Contacts

Inquiries may be submitted via email, personal delivery, by mail (return receipt requested), or by facsimile (fax). Proposal inquiries submitted by personal delivery shall be deemed received at the

date and time of delivery. SolTrans is under no obligation to consider any proposal inquires that are not submitted as provided herein.

More information, and all communications regarding this Request for Proposal, including those seeking clarification of the RFP documents, must be submitted in writing (email preferred), and directed to:

Patricia Carr General Services Manager pat@soltransride.com Ph/Fax: 707-656-2012 311 Sacramento Street Vallejo, CA 94590

All emails sent to pat@soltransride.com will receive a brief confirmation email in return. Proposal inquiries submitted by facsimile (fax) will receive a brief confirmation in return, PROPOSERS who do not receive a confirmation within one day of submitting questions or requests for clarification should contact Patricia Carr to confirm receipt or to resubmit questions and clarifications.

E. Equal Employment Opportunity and DBE/SBE Requirements

It is SolTrans' policy to ensure that Contractors shall not discriminate based on race, color, religious creed, national origin, ancestry, sex, physical disability or other protected class in the performance of SolTrans contracts.

Although there is no specific goal or requirement to use participation by Disadvantage Business Enterprises (DBE) for this project, SolTrans highly encourages the participation of Disadvantaged Business Enterprises (DBE). SolTrans encourages all prime Contractors to utilize qualified SBE (Small Business Enterprise) sub-Contractors on SolTrans projects, and promotes the direct purchase of goods from qualified SBEs by utilizing SBE vendors when such vendors are available and the price of the goods or services sought is reasonable.

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SECTION 1. GENERAL INFORMATION

1.1 Introduction

SolTrans is issuing this Request for Proposals (RFP) to select a Contractor using Best Value Procurement Guidelines to provide a full range of CNG Fueling Station Maintenance Services. The goal of this solicitation is to enter into a Contract with the firm that will be able to best meet SolTrans' needs.

SolTrans has prepared a Scope of Services (see Section 7) and a Standard Contract (see Appendix B) that define the scope of services, performance standards, term, compensation mechanism, insurance requirements, and other contractual issues.

The contract terms shall be for three (3) years from the contract start date, with two (2) one-year terms at the option of SolTrans.

Proposers shall provide a clear, concise explanation of the proposer's capability to satisfy the requirements of this RFP and the Attached Standard Contract. Each proposal shall be submitted in the requested format and shall provide all pertinent information, including but not limited to information relating to the contractor's capability, experience, financial resources, management structure and key personnel, and other information as specified in Section Five (5) or otherwise required in this RFP.

Solano County Transit is referred to as "SolTrans". Proposers are referred to as the "PROPOSER" or "Bidder" or "Contractor" or "CONTRACTOR".

1.2 Organization of the RFP

The RFP is organized into seven (7) sections, and includes Appendices A, B, and C.

Section 1 consists of information regarding the introduction and purpose, RFP organization, SolTrans rights, PROPOSER responsibilities, contact restrictions, consequence of proposal submission, and cost of submitting proposals.

Section 2 contains background information, including relevant project and other related information.

Section 3 identifies the procurement schedule and proposal submittal instructions.

Section 4 provides instructions on the required content of the proposals.

Section 5 describes the evaluation and selection process and criteria.

Section 6 identifies the protest procedures.

Section 7 describes the type of services SolTrans is requesting to be performed.

The appendices contain additional information required for proposal preparation including the Required Forms, the Standard Contract, and an inventory listing of SolTrans' Computer Hardware Equipment.

1.3 SolTrans' Rights

The SolTrans' rights include, but are not limited to, the following:

- □ Issuing addenda to the RFP, including extending or revising the time line for submittals.
- □ Withdrawing, reissuing, or modifying the RFP.
- □ Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.
- Executing an Contract with a PROPOSER on the basis of the original written proposal (without conducting interviews) and/or any other information submitted by the PROPOSER during the procurement process.
- □ Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirements of the RFP, as may be deemed to be in the best interest of SolTrans.
- Proposals shall be evaluated on a "Best Value" basis. This solicitation will utilize the Federal Transit Administration's (FTA) Best Practices Manual's definition for "Best Value" as follows:

"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

- □ SolTrans may, but is not bound to, commence negotiations with selected PROPOSERS deemed by SolTrans to be within the "competitive range". The "competitive range" will consist of those proposals which have a reasonable chance, following committee evaluation of proposals in accordance with the published RFP evaluation criteria, of being selected for award. The competitive range may be selected and refined by the selection committee at any time following initial review of the written proposals.
- □ SolTrans reserves the right to audio and video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERs and staff during any and all phases of this RFP process. All recordings shall be deemed

confidential until after the notice of intent to award is issued with the exception of open public meetings.

1.4 **PROPOSERS'** Responsibilities

It is the responsibility of each PROPOSER to:

- **□** Examine this RFP, including all appendices and the attached Contract, thoroughly.
- □ Register as a SolTrans Vendor at <u>www.soltransride.com/about-soltrans/doing-</u> <u>business-with-soltrans/vendor-registration-form</u>.
- □ Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP.
- □ Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws, rules and regulations that may affect costs, permitting, progress, performance, or services.
- Clarify, with SolTrans, any conflicts, errors, or discrepancies in this RFP prior to the Proposer Questions/Clarifications submission deadline as provided in the RFP Schedule.
- □ Agree not to collaborate or discuss with other PROPOSERs the content of the proposal or service fees proposed.
- Prior to submitting a proposal, each PROPOSER will, at his/her own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project that PROPOSER deems necessary to determine its proposal.
- □ Each PROPOSER shall use mail, fax, email or other delivery method or mechanism at its own risk, and SolTrans shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.
- PROPOSERS may submit proposals for one or more areas as described in the scope of work. A separate proposal must be provided for each Scope of Work Category in which the Proposer wishes to compete.

1.5 Consequence of Submission of Proposal

The submission of a proposal will constitute a binding representation and warranty by the PROPOSER that the PROPOSER has reviewed all aspects of the RFP and its proposal; that the PROPOSER is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; that the PROPOSER has read and understands the RFP and has complied with every requirement; that without exception the proposal is premised upon performing and furnishing the services and equipment required by this RFP and the attached Contract and such means, methods, techniques, sequences or procedures as may be indicated in or required by this RFP and the Contract; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

The submission of a proposal shall not be deemed an agreement between the PROPOSER and SolTrans. The proposal is a contractual offer by the PROPOSER to perform services in accord with the proposal. Specifically, the following provisions apply:

- □ SolTrans shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- □ Acceptance of a proposal by SolTrans obligates the PROPOSER to enter into a Contract with SolTrans for the performance of the services chosen by SolTrans at its sole discretion.
- □ The Contract shall not be binding or valid against SolTrans unless and until it is executed by SolTrans and the selected PROPOSER, and any required bonding, insurance, or other surety guarantee has been accepted by SolTrans.

The proposals received shall become the exclusive property of SolTrans. At such time as a Notice of Intent to Award is issued, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are trade secrets as that term is defined in Government Code section 6254.7 and which are so marked as "TRADE SECRET", "CONFIDENTIAL" or "PROPRIETARY". Every page of the proposal containing such information shall be clearly marked as such on the top of each page containing information corresponding to the designation. However, proposals that indiscriminately identify all or most of the proposal as exempt from disclosure with justification may be found technically unacceptable. SolTrans shall not in any way be liable or responsible to any PROPOSER or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of SolTrans or its officers, agents or employees.

1.6 Cost of Submitting Proposals

The cost of investigating, preparing, and submitting a proposal is the sole responsibility of the PROPOSER and shall not be chargeable in any manner to SolTrans. SolTrans will not reimburse any PROPOSER for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, or negotiating a Contract with SolTrans.

SECTION 2. BACKGROUND

This section includes background information relevant to the scope of services. Please note that the data provided is for informational purposes only. SolTrans does not certify the accuracy of the information provided. PROPOSER should not rely on this section for developing proposals and service costs.

2.1 Agency Description

Solano County Transit (SolTrans) is a Joint Powers Authority that provides public transportation to the southern Solano County cities of Vallejo and Benicia.

The SolTrans joint powers agreement was approved in the Fall of 2010 by the City of Benicia, the City of Vallejo, and the Solano Transportation Authority to build a unified public transit system in southern Solano County. On July 1, 2011, SolTrans officially assumed responsibility for transit operations and all its related public transit programs, previously provided for by its member cities of Vallejo and Benicia.

SolTrans provides local and express bus service to the Solano County cities of Vallejo, Benicia and Fairfield, with express bus service connecting to the Contra Costa County communities of El Cerrito, Pleasant Hill and Walnut Creek, regional connections to BART. There are currently 16 routes in operation. The SolTrans fixed route fleet consists of 21 diesel hybrids, 3 conventional diesel, and two new battery electric buses for local service and 21 over the road buses for express service, of which 6 are powered by compressed natural gas and the remainder are diesel powered.

In addition to fixed route service, SolTrans provides ADA complementary paratransit bus service, general public dial-a-ride service within Benicia, and administers Local and Intercity Taxi Scrip Programs. Solano County's Intercity Taxi Scrip Program is an innovative, award winning program that provides direct service between cities in Solano County for ambulatory ADA Paratransit qualified individuals. The demand response fleet consists of 12 gasoline powered cutaway vehicles.

Organizational Structure

There are 15 staff that work directly for SolTrans located at 311 Sacramento Street, Vallejo Transit Center ("VTC"). The Agency contracts with National Express Transit ("NEXT") to perform the operations and maintenance functions of the transit system. There are approximately 100 Next employees who consist of drivers, road supervisors, dispatchers, customer service representatives, mechanics for vehicle, bus stop maintenance, and maintenance of the operation and maintenance facility at 1850 Broadway Street, Vallejo. In addition, there are five Next management personnel. Customer service functions are performed at VTC as well as at the operations and maintenance facility.

2.2 **Project Description**

Solano County Transit is soliciting proposals from qualified firms to provide maintenance and repair of a Compressed Natural Gas (CNG) fueling station located at the SolTrans Operations

and Bus Maintenance facility in Vallejo Ca so that bus fuel operations may continue uninterrupted to the extent possible. The Contractor will be responsible for providing a full range of maintenance services including 1) Proactive Maintenance, 2) Scheduled Maintenance on-site,, remote and 3) Emergency Maintenance/Repairs on-call services for emergencies during, before or after normal business hours. SolTrans desires to establish a three-year base contract with the successful Contractor, with an option to renew for up to two (2) additional oneyear terms, subject to agreeable pricing modifications and service performance.

The scope of services in Section 7 below will describe the required services in more detail.

SECTION 3. SCHEDULE & SUBMITTAL INSTRUCTIONS

3.1 Schedule

SolTrans will attempt to adhere to the following schedule. This schedule may change due to unforeseen circumstances and at the sole discretion of SolTrans. Changes will be conveyed to proposers at the earliest opportunity possible through a written addenda.

Activity	Date
Request For Proposal Release Date	SEPTEMBER 29, 2017
Non-Mandatory Pre-Proposal Conference	OCTOBER 10, 2017
Deadline for written RFP Clarifications/Questions	OCTOBER 13, 2017
Responses to questions posted to SolTrans website	OCTOBER 17, 2017
Proposals Due	OCTOBER 27, 2017
Oral Presentations/Interviews (If Required)	OCTOBER 31, 2017
Proposal Review, Negotiations, Scoring	NOVEMBER 1, 2017
Notice of Intent to Award	NOVEMBER 3, 2017
Projected Award Date	NOVEMBER 15, 2017
Projected Contract Start Date	NOVEMBER 28, 2017

3.2 Proposal Submission

Sealed proposals must be received by Solano County Transit, in accordance with the Notice to Contractors and the RFP Schedule listed in Section 3.1. If not previously delivered, proposals may be hand delivered to SolTrans Ticket Office at the address below, on the due date at the time and on the date listed in the Notice to Contractors and the RFP Schedule listed in Section 3.1. Proposals shall be in sealed packets labeled "2017-RFP-03 CNG Fueling Station Maintenance Services (SolTrans) to:

Patricia Carr General Services Manager SolTrans 311 Sacramento Street Vallejo, CA 94590 Proposals should be limited to 30 pages unless otherwise specified in the Solicitation. This 30 page limitation does not include SolTrans Forms and Certifications, resumes and cost proposal. Standard marketing materials and brochures are included in the page limitation and are discouraged.

Technical Proposal

One (1) original bound, four (4) standard three hole punched copies of proposal and one (1) electronic PDF copy on a USB flash drive must be received by SolTrans by the RFP Proposal due date and time listed in the Notice to Contractors and the RFP Schedule listed in Section 3.1. Technical proposals must be sealed and marked "Technical Proposal for 2017-RFP-03 – CNG Fueling Station Maintenance Services. Proposals received after the specified date and time provided in the Notice to Contractors shall be considered late and shall not be considered for award.

Cost Proposal

One (1) original bound, four (4) standard three hole punched copies of proposal and one (1) electronic PDF copy on a USB flash drive must be received by SolTrans by the RFP Proposal due date and time listed in the Notice to Contractors and the RFP Schedule listed in Section 3.1. Cost Proposals must be in a separate sealed envelope and labeled "Cost Proposal for 2017-RFP-03 CNG Fueling Station Maintenance Services". Proposals received after the specified date and time provided in the Notice to Contractors shall be considered late and shall not be considered for award.

3.3 Proposal Content

All proposals must include the following:

- **Cover letter** that provides the following information:
- a. Name, address, and telephone email and fax number of PROPOSER and key contact person.
- b. Description of type of business organization (e.g., corporation, partnership, limited liability company, including joint venture teams and subcontractors) submitting proposal.
- c. Name of entity that would sign an Contract if one is negotiated for this project.
- d. A written statement warranting that the requirements of the project as described in this RFP, its appendices and all addenda, by listing all addenda and dates received hereto, have been reviewed and the PROPOSER has conducted all necessary due diligence to confirm material facts upon which the proposal is based.
- e. A written statement acknowledging validity of the proposal contents, costs, and services fees for a period of 90 days after the submission deadline.

- f. Client reference list of no fewer than 5 of the PROPOSER's government clients for which the PROPOSER provides similar services as requested by SolTrans. Client references shall be current (where PROPOSER is currently providing services to the client) or recent (where within the past three calendar years PROPOSER has provided similar services to the client). References contact information shall include email addresses.
- g. An officer or agent of the PROPOSER who is duly authorized to bind the company to the proposal must sign the cover letter.
- **Executive Summary** (not to exceed 2 pages) that highlights the major elements of PROPOSER'S qualifications and proposal. All information should be provided in a concise manner.
- Responses to all required elements requested in Section 4. The proposal responses shall be organized in identifiable sections as outlined in Section 4 of this RFP, so that all requested information can be readily found.
- Completion and inclusion of all required forms (as listed in Appendix A). All PROPOSERS shall complete, sign and include all required forms in their proposal. Any proposal that does not contain the required forms may be deemed non-responsive.
- □ All pages of the proposal must be numbered for reference.

SolTrans may waive any immaterial technical variations in its sole discretion.

3.4 Pre-Proposal Conference

A pre-proposal conference will be held at the time and place indicated in the Notice to Contractors. Questions received in writing, as well as any other questions brought up at the conference, will be answered, to the extent possible, at that time.

Oral questions which are material to the solicitation will be recorded at the conference, and questions and answers will be posted to SolTrans website: www.soltransride.com

Any changes, interpretations, or clarifications considered necessary by SolTrans in response to PROPOSER questions will be posted online at the above website addresses as addenda. Only answers issued in writing and/or posted on the SolTrans website by SolTrans will be binding on SolTrans. Oral and other interpretations or clarifications including those provided at the pre-proposal conference will be without legal effect.

3.5 Written Questions

PROPOSERS may submit written questions and requests for clarification or additional information regarding the meaning or intent of the RFP content, its process and appendices to be received no later than 2:00 p.m. on the date listed in the RFP Schedule.

The preference for method of submission of written questions is via email to the following person:

Patricia Carr General Services Manager Email address: pat@soltransride.com Telephone/FAX: (707) 656-2012

SolTrans will not respond to questions received after the time and date listed in the RFP Schedule. Due consideration will be given to the time it may take to respond to SolTrans' final responses to questions. All written questions and answers between SolTrans and the PROPOSERS will be documented and posted at the website addresses listed in Section 3.4.

3.6 Clarifications/Interviews

SolTrans reserves the right to base its decision solely on the written proposals without performing interviews. PROPOSER may be asked to clarify proposal information through writing or interviews. The clarification period will begin when the proposals are submitted. PROPOSERS shall be prepared to attend an interview with the Evaluation Committee. The PROPOSER'S selected team or individual must be available to answer questions at the interview and may be questioned individually.

Solano County Transit reserves the right to audio and/or video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process.

The interview, only if interviews are required, will occur in accordance with the RFP Schedule. The PROPOSER will be advised of the specific time and place. PROPOSERS will be provided information with regard to specific accommodations that will be made when they are provided the specific place and time of interviews. <u>Submission of a proposal does not guarantee the Proposer an interview</u>.

3.7 Accuracy in Reporting Requested Information

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will, at the sole discretion of SolTrans, be grounds for removal of a proposal from further consideration. Should a PROPOSER be awarded an Contract as a result of this RFP, inaccurate or misleading information included in the proposal and subsequently discovered by SolTrans will be, at the SolTrans' sole discretion, grounds for default.

SECTION 4. PROPOSAL REQUIREMENTS

4.1 **Performance Requirement**

The successful PROPOSER (hereafter "CONTRACTOR") will be required, at all times during the terms of the Contract, to perform all services diligently, carefully, and in a professional manner; and to furnish all labor, supervision, as required under the Contract. Any proposal submitted must be for the entire scope of services. The CONTRACTOR shall conduct all work in the CONTRACTOR's own name and as an independent contractor, and not in the name of, or as an agent for SolTrans.

4.2 Content of Technical Proposals

Technical proposal shall be in a separate sealed envelope and clearly marked "Technical Proposal for 2017-RFP-03 CNG Fueling Station Maintenance Services"

The following items must be included in the PROPOSER'S technical proposal for it to be considered complete and responsive.

Documentation of Qualifications and Related Experience

This section of the proposal should demonstrate the ability of the Contractor to satisfactorily perform the required work by way of its demonstrated competence and experience in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; competitive advantages over other firms in the same industry; strength and financial stability, and supportive client references.

Proposer's proposed management team, shall each have a minimum of five (5) years recent experience in the relevant field.

Provide a brief narrative description of your firm's background and experience in providing CNG Fueling Station Maintenance Services as described in the scope of services section of this RFP and as required by the contract. Explain why your firm is best qualified to provide the services.

PROPOSER shall include two organizational charts. The first chart illustrating the firm's staffing structure, including duties/titles and the second chart illustrating the names, reporting structure, brief job description, and number of years with PROPOSER'S firm for each of the proposed project team.

Client References

Provide a client reference list of no fewer than five (5) CNG Fueling Station Maintenance clients for which the PROPOSER provides or has provided similiar services as those requested by SolTrans. Client references shall be current (where PROPOSER is currently providing services to the client) or recent (where within the past three calendar years PROPOSER has provided services to the client). The Client reference contact information shall include name of agency, contact person, telephone numbers, and a valid email. Indicate which of the clients are in the transit industry.

Technical Approach and Methodology

Describe your firm's approach, capacity, and management philosophy towards providing the scope of services described in the RFP.

This section should establish the Contractor's understanding of SolTrans' objectives, ability to meet the objectives, and provide a concise plan for how this will be accomplished. The proposal should also give particular attention to how the Contractor will approach becoming familiar enough with the infrastructure and core systems to function effectively.

The descriptions should demonstrate your firm's and your team's experience relevant to the scope, costs, conditions and delivery method of the work or projects listed in this RFP.

□ Implementation Plan

The PROPOSER shall include a detailed Implementation Plan. This plan shall address, at a minimum, the activities and procedures that will be followed to ensure the smooth start-up of the project. The plan should also document training schedules, start-up plan, and acquisition of necessary personnel, equipment, licenses and any other activities necessary to begin work on the scope of services.

Certifications, Forms and Declarations (Appendix A)

PROPOSER shall sign and complete the following forms:

- 1. Cost Proposal
- 2. Non-Collusion Affidavit for Contractor
- 3. Certification Regarding Debarment, Suspension, and other Responsibility Matters
- 4. Listing of Subcontractors

4.3 Content of Cost Proposal

Cost proposal shall be in a separate sealed envelope and clearly marked "Cost proposal for 2017-RFP-03 CNG Fueling Station Maintenance Services"

The following items must be included in the PROPOSER's Cost proposal for it to be considered complete and responsive.

Cost Proposal (Form 1, Appendix A)

PROPOSER shall provide Cost proposals (using Appendix A, Form 1, Cost Proposal) which shall provide the hourly rate charged, listed by title and/or job description, that the proposer is offering. Rates shall include all overhead, travel costs, profits, taxes, and insurances. Vendor may not separately bill SolTrans for any of these costs. Cost proposals must also include the

estimated number of hours and overall cost to perform the services described in the Scope of Services. It is anticipated that these rates will remain steady over the three-year base term. Any increases to the hourly rate during the optional term years must be outlined. Cost proposals shall be submitted in a separate sealed envelope and clearly marked as the Cost Proposal.

It is anticipated that any additional tasks during the term of the contract will be negotiated, and that the hourly rates for such tasks would be those established in the Cost Proposal.

The PROPOSER shall provide hourly rates that assume that the Proposer shall be responsible for all insurance cost as outlined in Section 4.4.

4.4 Insurance

□ Insurance must be provided for in accordance with the Draft Contract in Appendix B.

4.5 Willingness to Accept Proposed Arrangements

Submission of a proposal constitutes an offer to enter into a binding legal contract with SolTrans on all of the terms specified in this RFP, including Appendix A - Required Forms, and Appendix B - Draft Standard Contract.

SECTION 5. EVALUATION AND SELECTION

5.1 Evaluation and Selection Process

Proposals submitted in response to this RFP will be evaluated by the Evaluation Committee established by SolTrans, in accordance with the criteria and procedures set forth in this Request for Proposals. This section incorporates those rights and procedures noted in RFP Section 1.3 - SolTrans' Rights.

The primary desire of Solano County Transit for this procurement is to ensure an award will be made based on the highest quality of service that best matches Solano County Transit's requirements using the Best Value methodology.

The Evaluation Committee will submit its recommendation to the SolTrans Board of Directors for an award to be made based upon the Evaluation Committees' determination of the responsible Proposer whose proposal is most advantageous to SolTrans.

5.2 Evaluation Criteria

The following items constitute the evaluation criteria (and their respective weights), which SolTrans will use in evaluating proposals submitted in response to this RFP.

Technical Proposal - 35%

		70 points
Project Approach/Methodology	25 Points (Maximum)	-
Quality of Work Plan	35 Points (Maximum)	
Project Deliverables	10 Points (Maximum)	
Management Proposal - 30%		60 points
Project Team Structure/	15 Points (Maximum)	
Internal Controls		
Staff Qualifications/Experience	15 Points (Maximum)	
Experience of the Firm	30 Points (Maximum)	
Cost Proposal – 35%	70 Points (Maximum)	70 points
Grand Total of Written Points		200 POINTS

PROPOSERS who remain in the competitive range following the initial evaluation of written proposals may be invited (only if interviews are required) to demonstrate their qualifications, experience and project approach before the Evaluation Committee. There will not be a separate "interview" score. The Evaluation Committee may raise or lower criteria scores based on information and clarifications gained during the interview process. Reasons for such changes will be documented.

SolTrans reserves the right to make an award soley on a PROPOSER'S written proposal alone, and is not required to conduct interviews.

5.3 Notification to Unsuccessful PROPOSERS

All PROPOSERS shall be notified of SolTrans Evaluation Committee's recommendations by way of a Notice of Intent to Award (this will serve as the final committee recommendation) within five (5) working days of said recommendation.

SECTION 6. PROTEST PROCEDURES

6.1 **Definitions**

The following terms as may be used in this section are defined below:

- a. "Proposal" refers to an offer or proposal as used in the context of this Request for Proposals.
- b. "Day" refers to working day of SolTrans, where SolTrans Administrative Office, located at 311 Sacramento Street is open to the public.
- c. "Date of Notification of Intent to Award" refers to the calendar date that SolTrans communicates to PROPOSERS which proposing firms, corporation, partnership or individual are recommended for award.
- d. "File" or "Submit" refers to date and time of receipt by SolTrans of protest materials.
- e. "Interested Party" means an actual or prospective PROPOSER whose direct economic interest would be affected by the award of Contract or by failure to award Contract.
- f. "Protester" refers to interested party filing a protest or appeal.
- g. "FTA" means Federal Transit Administration.

6.2 Protest Procedures

Filing Procedure:

Protests dealing with restrictive specifications or alleged improprieties in solicitation must be filed no later than ten (10) working days prior to bid opening or closing date for receipt of proposals. Any other protest must be filed no later than three (3) working days after:

- 1. Notification of Intent to Award is issued for award of contract if the contract is awarded by SolTrans Board per staff recommendation; or
- 2. Notification of Award is issued if the SolTrans Board has delegated award authority to the Purchasing Agent or SolTrans Board does not award the contract according to the Notification of Intent to Award.

Protests shall be in writing and addressed to the Executive Director.

The protest shall identify the protestor, contain a statement officially declaring a protest and describing the reasons for the protest, and provide any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified above. The protest shall indicate the ruling or relief desired from SolTrans.

Confidentiality:

Materials submitted by a protester will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protest contains proprietary material, a statement advising of this fact may be affixed to the front page of the protest document and the alleged proprietary information must be so identified wherever it appears.

Withholding of Award:

When a protest is filed before opening of bids or closing date of proposals, the bids will not be opened prior to resolution of the protest, and when the protest is filed before award, the award will not be made prior to resolution of the protest, unless the Awarding Authority determines that:

- a) Items to be procured are urgently needed, or delivery or performance will be unduly delayed by failure to make award promptly; or
- b) Failure to make award will cause undue harm to SolTrans.

In the event an award is to be made while a protest is pending, the Federal Transit Administration shall be notified if Federal funding is involved.

Processing the Request:

- a) The Executive Director shall respond to the protestor within five (5) working days of receiving the protest. A conference on the merits of the protest may be held with the protester.
- b) Any additional information required by SolTrans from the protester shall be submitted as expeditiously as possible, but no later than three (3) days after receipt of such request.

Notification:

The Executive Director shall notify the protester of a decision regarding the protest no later than ten (10) days following receipt of all relevant information.

Appeal:

If a protester is not satisfied with the decision made by the Executive Director the protester may appeal the decision to the Awarding Authority by way of a letter to the Executive Director no later than three (3) working days after notification of denial of the protest by the Executive Director. If Federal funds are involved, the protester may file protest with the Federal Transit Administration appealing the final decision of the Awarding Authority. Review by FTA will be limited to:

a) Violation of Federal law or regulations.

b) Violation of SolTrans' protests procedures described herein, or failure by SolTrans to review protest.

Protests must be filed with FTA (with a concurrent copy to SolTrans) within five (5) days after the Awarding Authority renders a final decision, or five (5) days after the protester knows, or has reason to know, that the Awarding Authority failed to render a final decision. After five (5) days, SolTrans will confirm with FTA that FTA has not received protest on the contract in question.

Circular 4220.1F, the FTA's Third Party Contracting Guidance, is available for review at SolTrans office. A copy may be obtained from FTA at the following address:

Federal Transit Administration Region IX 201 Mission Street – Suite 2210 San Francisco, California 94105

SolTrans shall not be responsible for any protests not filed in a timely manner with FTA.

In the event an award is to be made while a protest is pending, the Federal Transit Administration shall be notified if Federal funding is involved.

SECTION 7. SCOPE OF SERVICES

NOTE: For the purposes of Section 7 "Scope of Services," the term "Contractor" or "Consultant" represents the successful PROPOSER(S)

The Solano County Transit is seeking to award a contract for CNG Fueling Station Mantenance Services to a qualified firm that can provide on-site and remote technical support.

The construction of the CNG fueling station began in February of 2017 and was completed in September of 2017. Currently the fueling station will fuel 6 CNG Heavy duty transit buses with a plan for a total of 21 transit buses and 12 paratransit vehicles to be fueled by 2021.

The fast-fill CNG fueling station is used to fill heavy-duty transit buses consists of two electric motor driven compressors and two fast-fill dispensers among other equipment. A standby diesel generator can power one compressor and related systems during a power outage. The CNG fueling station can be monitored remotely with automated station alerts provided via text messaging.

The station fills buses at a rate of approximately 8 diesel gallon equivalents per minute per compressor or a total of roughly 16 gallons per minute if the output of both compressors is directed to a single dispenser. The fill from each CNG dispenser is independent of the other CNG dispenser. Each fast-fill CNG dispenser is equipped with two fill hose/nozzle assemblies to fill both light and heavy-duty CNG vehicles.

A fuel management system automatically records each CNG fill and can prepare reports on CNG fill activities. Fill data from the fuel management system are available remotely at the SolTrans administrative office. No public CNG fueling access is available.

7.1 GENERAL

The Contractor shall provide proactive, scheduled, and emergency maintenance services for the entire CNG fueling station and the methane detection system above the repair bays in the Maintenance facility. This includes providing all labor, parts, materials, replacement equipment, inspections and testing. All planned and unplanned CNG station and Maintenance facility repair work shall be coordinated with the General Services Manager or designee.

Contractor shall perform maintenance and inspection a minimum of once a week.

Contractor service must be of such high quantity and quality so that all CNG vehicles will be fueled for operational rollout on any given morning during the contract. Contractor shall have the capability to remotely monitor the compressor system variables, such as flow, temperature and pressure with a laptop computer and remote alarm 24/7, 365 days a year.

An electronic and hard copy of the maintenance records shall be kept at the Facility site for SolTrans inspection and must be updated monthly. SolTrans shall permit Contractor trained and certified O/M personnel and its approved vendor subcontractors to enter the compressor compound area, fueling island, and maintenance facility.

At the end of the maintenance agreement, Contractor shall transfer the complete rights or license of all software to SolTrans. All additional electronic files and programs, equipment manuals, and the entire O/M record database shall also be transferred to SolTrans.

7.1.1 LIST OF CNG STATION EQUIPMENT

Item	Qty	Description
CNG Compressor	2	ANGI
Gas Dryer	1	PSB Industries
CNG Storage Vessels	2 2x3 packs	CP Industries
CNG Fast Fill Dispensers	2	ANGI
Priority/Buffer Control Valve Panel	1	ANGI
Coalescing Filter Assemblies	2	ANGI
Fleet Watch Fuel Management System	1	FleetWatch
Diesel Generator (Back-Up)	1	Cummins
CNG station control system (ESD & remote monitoring system)	1	ANGI
Switchgear	1	Square D
Compressor motor starters	1	ANGI
Master Control Panel	1	TruStar

7.1.2 LIST OF MAINTENACE FACILITY CNG EQUIPMENT

Item	Qty	Description
Methane Detection Control Panel	1	Sierra Monitor

7.1.3 CNG BUS INVENTORY BY YEAR

	YEAR 1	YEAR 2	YEAR 3	YEAR 3	YEAR 4	YEAR 5
	2018	2019	2020	2021	2022	2023
28' Low Floor	4	7	9	9	9	9
45' Commuter Coach	10	12	16	16	16	16

7.2 MAINTENANCE

The following are the types of maintenance the Contractor is required to perform. All maintenance and/or repairs will be coordinated with the General Services Manager or designee.

Proactive Maintenance – daily monitoring of CNG station systems including critical flow, temperature, pressure, vibrations, leaks, and false alarms. Electronic monitoring is an acceptable alternative to an on-site inspection, subject to approval by SolTrans.

Scheduled Maintenance – specific maintenance performed in conformance with manufacturer's recommendations and industry best practices. Contractor shall develop a scheduled maintenance process per each manufacturer's or vendor's requirements and perform all maintenance on a timely basis.

Emergency Maintenance/Repairs – unplanned service resulting from a system shutdown or failure causing the CNG station to not be fully operational. Contractor shall provide SolTrans a report of the emergency covering the resources required to fix the problem, the length of time the CNG station or compressor was shutdown, the cause, steps taken to fix the problem, and steps taken to prevent it from happening again. Contractor shall locally store and maintain adequate supply of critical spare parts, based on manufacturer's recommendations, for use in an emergency. A copy of spare parts list shall be provided to SolTrans for review and approval.

7.3 MAINTENANCE TECHNICIANS

All O/M activities performed by the Contractor will be done in accordance to manufacturer's and vendor's manuals and instructions, and in accordance with best industry standards. Any activity involved with the venting of gas or welding in the general vicinity of the CNG station shall be approved by the General Services Manager or designee. Contractor shall review all work proactive, scheduled, and emergency maintenance being performed with the General Services Manager or designee prior to commencement.

All materials associated with this service contract for maintenance of the CNG station and Maintenance facility shall be provided by the Contractor unless specified otherwise, and shall be new, unused and of first or Original Equipment Manufacturer (OEM) quality. Workmanship shall be at least equivalent to acceptable standards practiced within the natural gas industry for similar CNG stations.

The Contractor is required to provide qualified service personnel. All service personnel shall be OSHA certified, factory trained and certified by the equipment manufacturers to work on CNG equipment. Contractor shall provide names and qualifications of personnel and all subcontractors assigned to SolTrans. Contractor shall include an organizational chart that clearly delineates all staff assigned to SolTrans.

The Contractor is responsible for furnishing its personnel with photo vehicles, safety equipment, computers, hand tools, cell phones, general test equipment, gas detectors and other equipment required to service a CNG station. Contractor service personnel shall wear all protection equipment necessary for the job such as but not limited to photo I.D. badge, hard hat, goggles, hearing protection, and a yellow/orange reflective safety vest, jacket or shirt while doing maintenance in the CNG station.

The Contractor's personnel will be required to check-in and check-out with the Fleet Maintenance Manager during each site visit.

The Contractor shall provide locally based, company employed service technician(s) for all maintenance services that have demonstrated experience and competency in maintaining other similar CNG station equipment. The Contractor's service technicians are to be available within 4 hours of a call-out, 24 hours per day, 7 days per week for the duration of the O&M contract. The Contractor shall incur all costs associated with meeting all applicable regulations, codes and standards. The Contractor shall provide all standard and specialty tools to efficiently maintain and service the equipment.

The Contractor is responsible for disposal of all unclassified liquid and solid waste from the CNG station O/M work.

7.4 COMPRESSOR COMPOUND AND FUEL DISPENSING AREA

The Contractor shall keep the compressor(s) and related controls free from excessive wear, in good working order, and free of detectable leaks. The fueling panels, hoses, nozzles, and related fueling components shall be free from excessive wear, in good working order, and free of detectable leaks. All leaks shall be immediately repaired.

7.5 SYSTEM MONITORING AND ALARMS

The CNG station and maintenance facility monitoring and alarm system must be operational always. Bypassing of alarms and shutdown systems will not be allowed without specific approval by SolTrans. The monitoring and alarm system shall be tested and calibrated monthly. The ESD system shall be tested monthly and reset. All testing and calibration of the monitoring and alarm system shall be coordinated with the General Services Manager or designee. Contractor's monitoring system shall be capable of proactively troubleshooting and diagnosing CNG station failures remotely and dispatching technician support as needed.

7.6 RECORD KEEPING AND SYSTEM MONITORING

The Contractor shall provide a monthly report to SolTrans for the CNG station.

7.7 PERMITS AND LOCAL LICENSES

The Contractor shall obtain and pay for all permits and licenses necessitated by his operations. Prior to starting any work, the Contractor will be required to obtain a City of Vallejo Business license

7.8 WORK PERFORMANCE

All work shall be completed in a competent manner per industry best practices. All personnel engaged in maintenance of the CNG station and maintenance facility, including subcontractors, will be considered as employees of the Contractor. The Contractor will be responsible for their work. SolTrans will deal directly with and make all payments to the prime Contractor. The

subcontracting of any or all the work to be done will in no way relieve the Contractor of any responsibilities as outline in the contract agreement.

7.9 EXCEPTIONS

The only costs associated with maintenance and operation of the CNG station that are not the responsibility of the Contractor are those related to damage, neglect, or misuse not caused or controlled by the Contractor, such as a dispenser drive away by a SolTrans or vandalism.

sole discretion, to exercise two (2) one-year option terms. The initial term and any option term(s) is subject SolTrans' right to terminate the Contract.

7.10 REPORTING OF PREVENTIVE MAINTENANCE AND O&M ACTIVITIES

Contractor shall submit to SolTrans monthly reports of all scheduled and unscheduled maintenance and repairs performed. Contractor shall submit maintenance records through the term of the contract and shall include reports of any failures, accidents, and other significant events. The Contractor shall maintain all records and reports electronically during the entire O&M contract period.

7.11 SCHEDULING OF PREVENTIVE MAINTENANCE SERVICE

SolTrans fueling activities are from 4:00 p.m. to 4:30 a.m. seven days a week, with incidental fueling at other times. The Contractor shall perform preventive and scheduled maintenance work Monday through Friday between the hours of 7 a.m. and 4 p.m, as these are the off-peak station usage hours. The Contractor may perform unscheduled repairs upon approval of SolTrans.

APPENDIX A

REQUIRED FORMS

FORM 1 – COST PROPOSAL

The hourly rates listed below will be used for billing work performed and to negotiate any and all future additional tasks issued under the Contract. The hourly rate should be fully burdened, including all costs, benefits, and overhead associated with position and description proposed. In addition to the prime contractor rates, this sheet should include any and all hourly rates from subcontractors proposed to meet the RFP Scope of Services. Subcontractor rates should include any prime contractor overhead associated with subcontractor management.

Changes to hourly rates will only be considered following the initial three-year term, but will be capped at the year over year percent increase as published in the Bureau of Labor Statistics Consumer Price Index for the San Francisco Area.

POSITION	DESCRIPTION	RATE/HR*	Estimated Number of Work Hours (Annually)

Please review the Standard Contract Compensation terms before submitting the Rate Proposal.

THE OFFEROR ACKNOWLEDGES RECEIPT OF AND AGREES THAT IT HAS READ AND UNDERSTOOD THE ENTIRE REQUEST FOR PROPOSAL, AND ITS RATE PROPOSAL IS BASED ON THE SCOPE OF WORK AND TERMS PROVIDED IN THE SOLICITATION AS MODIFIED BY THE FOLLOWING ADDENDA (IF ANY):

#1_____ #2____ #3____ #4____ #5____(Please Initial)

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, SUBMITS THE ATTACHED. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN BELOW. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Signature of Authorized Official:	Date:	
Title:	Print Name:	
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CNG Fueling Station Maintenance

FORM 2 – CERTIFICATION REGARDING LOBBYING

49 CFR PART 20-Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date_____

FORM 3 - NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

STATE OF CALIFORNIA

COUNTY OF SOLANO

2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in SolTrans, State of California.

3. That his/her proposal is genuine and is not collusive or a sham proposal.

4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including its affiliates, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against SolTrans or any person interested in the proposed contract; and,

5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR or any of its agents, owners, representatives, employees, or parties in interest, including its affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2017 at _____, California.

Title: _____

FORM 4 – CERTIFICATION OF PRIMARY PARTICIPANT REGARDING RESPONSIBILITY MATTERS

The Primary Participant ______(Name of CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:

a. Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

b. Are not presently under indictment for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

c. Have not within a three year period preceding this proposal had one or more public transactions or contracts (Federal, state or local) terminated for default.

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, ________ (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

Title

The undersigned chief legal counsel (or corporate secretary) for the ______ certifies that the ______ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary

Date

FORM 5 – LISTING OF SUBCONTRACTORS

The CONTRACTOR declares that it has contacted the subcontractors listed below, and has made arrangements covering hourly rates and other terms which may materially affect the Contract, contingent upon successfully entering into a contract with SolTrans, with the following subcontractors:

	Name/Address of Subcontractor	Amount of Subcontract	Description of Work
1.			
2.			
3.			
4.			
5.			
6.			

NOTE: The above DBE/EEO Affidavit is part of CONTRACTOR'S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

SIGNATURE

DATE

TITLE

COMPANY NAME

FORM 6 – CONTRACTOR QUESTIONNAIRE

Proposers and their subconsultants must complete the Vendor Registration & Addenda Request Form <u>HERE</u>¹.

If any Proposer has difficulty using or accessing the forms above, please contact (707) 656-2012 or pat@soltransride.com at least 3 days prior to deadline for submission of Proposals.

¹<u>http://www.soltransride.com/about/doing-business-with-soltrans/vendor-registration-form/</u>

APPENDIX B

SOLTRANS STANDARD CONTRACT

SolTrans Standard Contract is attached as APPENDIX B. It is not formatted like the rest of the RFP, and has been incorporated as a "Stand Alone" PDF document into the RFP. In limited circumstances SolTrans may, but is not bound, to make changes to the Standard Contract. Any requested changes to the contract must be addressed prior to submission of the proposal. Conditional proposals are not typically accepted, and may be rejected as non-responsive to the proposal. Reviewing the standard contract is important, and proposers will be bound by their submission, under the terms of this standard contract.