REQUEST FOR PROPOSAL

FOR

Unarmed Security Guard Services

Solano County Transit (SolTrans)
Vallejo, California

SOLICITATION NO. 2022-RFP-02

PROPOSALS DUE
April 4, 2022

ISSUED FOR SOLICITATION

March 4, 2022

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I. NOTICE TO CONTRACTORS

NOTICE IS GIVEN that sealed proposals are requested by Solano County Transit, (SolTrans), a Joint Powers Authority, for Unarmed Security Guard Services. All proposals shall be submitted in response to the conditions of this "REQUEST FOR PROPOSALS" for Unarmed Security Guard Services (hereinafter referred to as RFP)," dated March 4, 2022, said RFP being on file in the offices of SolTrans located at 311 Sacramento Street, Vallejo, California, 94590 and on its website.

Proposals must be contained in a sealed envelope and appropriately labeled as described in the Section entitled Schedule and Submittal Instructions. Proposals must be received at the offices of SolTrans, on or before April 4, 2022 at 4:00 p.m. Pacific Standard Time.

Proposals received after April 4, 2022 at 4:00 p.m. Pacific Standard Time may be returned unopened.

A. OBTAINING DOCUMENTS

Proposal documents may be obtained electronically online at:

soltrans.org/more/resources/doing-business-with-SolTrans/procurements

B. VALIDITY OF PROPOSALS

Proposals and subsequent offers shall be valid for a period of not less than one hundred twenty (120) days after proposal deadline.

C. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held on Monday March 14, 2022, at 11:00 a.m. PST in the conference room at SolTrans' Operations & Maintenance Facility located at 1850 Broadway Street, Vallejo CA 94589.

D. PROPOSAL INQUIRIES AND CONTACTS

Inquiries may be submitted via email, personal delivery, by mail (return receipt requested). 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 inquiries 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
311 Sacramento Street
Vallejo, CA 94590
procurements@soltransride.com
(707) 736-6990

All emails sent to SolTrans and/or its Project Manager are the sole responsibility of the PROPOSER to confirm receipt and must include the solicitation number and project name in the subject line.

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 include 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 for Unarmed Security Guard 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 desires to establish a three (3) year contract with the successful Contractor, with an option to renew for up to two (2) additional one-year terms, subject to agreeable pricing and service performance.

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

Proposers shall provide a clear, concise explanation of the proposer's capability to satisfy the requirements of this RFP and the attached Sample 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 Four (4) or as required elsewhere 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 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 scope of services SolTrans is requesting to be performed.

The appendices contain additional information required for proposal preparation including the Sample Contract and Provisions, Required Forms, and Cost Proposal Form.

1.3 SOLTRANS' RIGHTS

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

- Issuing addenda to the RFP, including extending or revising the timeline 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 a 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 of "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 Sample Contract, thoroughly. The PROPOSER's failure or neglect to receive and/or examine any of the contract documents contained in this RFP shall in no way relieve them of any oblilgation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any of the contract documents.
- Register as a SolTrans Vendor at https://soltrans.org/more/resources/doing-business-with-soltrans/vendor-registration
- 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 must submit its proposal for the entire scope of services.

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 record, 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 descriptions provided are 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

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 Solano Transportation Authority (STA) 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, Fairfield, and Suisun City, with regional connections to rapid transit service in the Contra Costa County communities of El Cerrito and Walnut Creek.

The SolTrans fixed route fleet consists of 21 diesel hybrids, 1 compressed natural gas, and 4 battery electric buses for local service, and 16 commuter coaches for express service, which are powered by compressed natural gas. SolTrans will also be taking delivery of 1 electric commuter coach by March 2022 and 5 new CNG commuter coaches by the summer of 2022.

In addition to fixed route service, SolTrans provides ADA complementary paratransit bus service, and partners with STA and the County of Solano to administer Local and Intercity Taxi programs and a subsidized Lyft program. The ADA Paratransit fleet consists of 10 gasoline and 2 compressed natural gas fueled cutaway vehicles.

ORGANIZATIONAL STRUCTURE

There are 13 staff that work directly for SolTrans. SolTrans contracts with a third-party contractor, currently Transdev, to perform the operations and maintenance services function of the transit system. Transdev employees consist of management personnel, drivers, road supervisors, dispatchers, customer service representatives, mechanics for vehicles, bus stop maintenance, and building maintenance for the Operation and Maintenance Facility at 1850 Broadway Street, Vallejo. Customer service functions are performed at the Vallejo Transit Center (VTC), Operations and Maintenance Facility and Curtola Park & Ride.

2.2 PROJECT DESCRIPTION

Solano County Transit (SolTrans) is soliciting competitive proposals from qualified firms, licensed by the State of California, to provide fixed post Unarmed Security Guard Services at its various transit properties located in downtown Vallejo, CA at 311 Sacramento, Street. Services shall also include mobile security for SolTrans' park and ride lot located at 801 Curtola Parkway, also located in Vallejo.

The work to be performed under this contract consists of furnishing all services, insurance, materials, equipment and vehicles as specified in the Scope of Service section fo the RFP. The resulting contract will be for a three (3) year term from the contract start date, with two (2) one-year extension terms, exercised at SolTrans' sole discretion.

The successful Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein including any general information pertinent to proposal preparation. The specifications and scope of services described in this RFP shall become part of the agreement awarded to the successful Contractor. The succesful Contractor is expected to complete all work, tasks and services described in this RFP, including those tasks described in its proposal to SolTrans, which will become part of the contract and scope of work.

The scope of services in Section 7 of this RFP describes the services required by SolTrans in more detail.

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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 SolTrans' sole discretion. Changes will be conveyed to PROPOSERS at the earliest opportunity possible through written addenda.

Activity	Date	Time
Request For Proposal Release Date	March 4, 2022	
Non-mandatory Pre-proposal Meeting	March 14, 2022	11:00 A.M. PST
Deadline for written Questions & Clarifications	March 17, 2022	4:00 P.M. PST
SolTrans responses to questions posted as Addendum	March 21, 2022	4:00 P.M. PST
Proposals Due	April 4, 2022	2:00 P.M. PST
Proposal Review and Scoring	April 5 – 6, 2022	
Interviews (If Required) & Negotions	April 7 - 8, 2022	
Notice of Intent to Award	April 11, 2022	
SolTrans Board Approve Award of Contract	April 21, 2022	
Projected Contract Start Date	July 1, 2022	

All dates following proposal submission date are estimated and are subject to change.

3.2 DUE DATE AND PROPOSAL SUBMISSION

Proposals must be received by SolTrans no later than Wednesday, April 4, 2022 at 2:00 p.m. PROPOSERS may submit their proposals electronically ***(prefered submission method)*** via email to procurements@soltransride.com. Emails must include in the subject line the Solicitation Number and Project Name for this procurement. All electronic submissions of Technical and Price proposals must also be submitted as two separate PDF files and clearly identified in the respective file names. Proposals and subsequent offers shall be valid for a period of one hundred and twenty (120) days. Proposers may also submit sealed hardcopy proposals to the address below by the due date:

SolTrans
ATTN: Patricia Carr, Project Manager
311 Sacramento Street, 2nd Floor
Vallejo, CA 94590
procurements@soltransride.com
(707) 736-6990

3.3 PROPOSAL PACKAGING REQUIREMENTS

If submitting hardcopy proposals, PROPOSERS are instructed to follow the packaging requirements below:

Proposal packages shall be submitted and contain two (2) separately sealed envelopes and marked as specified below and shall contain all of the proposal documents required for each proposal.

- Technical Proposal

One (1) original 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 2022-RFP-02." Proposals received after the specified date and time provided in the Notice to Contractors shall be considered late and may not be considered for award.

- Price Proposal

One (1) original 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. Price Proposals must be in a ***separate*** sealed envelope and labeled "Price Proposal for 2022-RFP-02." Proposals received after the specified date and time provided in the Notice to Contractors shall be considered late and may not be considered for award.

3.4 NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held on Monday March 14, 2022, at 11:00 a.m. PST in the conference room at SolTrans' Operations & Maintenance Facility located at 1850 Broadway Street, Vallejo CA 94589.

It is the responsibility of the Proposer to review all information provided in the RFP documents, including all attachments, appendices, and any addenda issued. It is SolTrans' expectation that all work for Unarmed Security Guard Services described in this RFP will be addressed.

3.5 WRITTEN QUESTIONS & CLARIFICATIONS

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. All written questions and requests for clarification must be received ***no later than 4:00 p.m.*** on the date listed in the RFP Schedule.

The preference for method of submission of written questions is via email and addressed to:

Patricia Carr
General Services Manager
procurements@soltransride.com

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 any changes, interpretations, or clarifications considered necessary by SolTrans in response to PROPOSER questions will be posted online as addenda at the following website address:

soltrans.org/more/resources/doing-business-with-SolTrans/procurements

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.

3.6 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, if one is required. The PROPOSER's selected team or individual must be available to answer questions at the interview and may be questioned individually. Due to the COVID-19 pandemic, interviews (ONLY if required) will be conducted via a virtual meeting.

SolTrans 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. **Submission of a proposal does not guarantee the Proposer an interview.**

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 a Contract as a result of this RFP, inaccurate or misleading information included in the proposal and subsequently discovered by SolTrans will be, at 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 term of the Contract, to perform all services diligently, carefully, and in a professional manner; and to furnish all labor and 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 PROPOSAL FORMAT, PAGE LIMITATION, AND CONTENT

Proposals shall be submitted in 8-1/2 x 11" paper size and typed in 12-point font. Pages must be numbered and limited to 20 pages unless otherwise specified in the Solicitation. The 20-page limitation does not include the Cover Letter/Letter of Transmittal, SolTrans Forms and Certifications, Resumes and Price Proposal. PROPOSERS are advised to be concise in narratives and presentations and to refrain from including any unnecessarily elaborate or promotional material. Information shall be presented in the order in which it is requested.

Any proposal that fails to include any of the elements described in this Section 4, or as required elsewhere in the RFP, is subject to being deemed technically unacceptable and non-responsive, and may be eliminated from further consideration. However, SolTrans also reserves the right to waive any immaterial technical variations in its sole discretion.

4.3 TECHNICAL PROPOSAL REQUIREMENTS AND CONTENT

To be considered, the PROPOSER's technical proposal must address the requirements of the scope of services and shall include the following items for it to be considered complete and responsive.

A. Cover Letter that provides the following information:

a. Identification of the offering firm that would sign a Contract if one is negotiated for this project, including name, address and telephone number;

b. Description of type of business organization (e.g., corporation, partnership, limited liability company, including joint venture teams and subcontractors) submitting proposal;

c. Proposed working relationship among offering firms (e.g., prime/sub), if applicable;

d. Name, title, address and telephone number of main contact person during the period of proposal evaluation;

e. 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.

f. A statement to the effect acknowledging the proposal and all its contents, costs, and services fees shall remain valid for a period of not less than 120 days from the date of submittal; and

g. Signature of an officer or agent of the firm who is duly authorized to bind the offering firm to the terms of the proposal.

B. Technical Proposal

The proposal responses shall be organized in identifiable sections as outlined below so that all requested information can be readily found.

a. Company Information: Description of firm, size, and years in business.

b. Qualifications and Experience: This section of the proposal should demonstrate the ability of the PROPOSER to satisfactorily perform the required work by way of its demonstrated competence and experience in the services to be provided. Include a statement the firm is properly qualified to perform the work described in this RFP, including any competitive advantages over other firms in the same industry; strength and financial stability. Provide a list of at least three (3) projects of relevance of similar work currently being performed or recently completed within the last three (3) years, and should include the following information:

1. Name, address, and telephone number of the responsible contact person of the organization.
2. Cost of the contract
3. Contract dates
4. Types of services provided
5. Status of the contract

c. Personnel Recruitment, Retention, and Training

This section of the proposal should describe in detail how new and replacement personnel are recruited, hired, and trained. Include your firm's hiring and training procedures, programs, and plan that will be required for all employees and the method by which adherence will be ensured (e.g. interviewing, drug testing, background checks and reference checks). SolTrans retains under its agreement the successful Contractor the right of approval of all persons performing work under the Agreement.

d. Work Plan: This section should include a complete work plan that describes the approach, methods and processes used by the PROPOSER to achieve the level of services described in the Scope of Services contained in this RFP. Establish Contractor's understanding of SolTrans' objectives and requirements, ability to meet the objectives, and provide a concise work plan for how this will be accomplished. The PROPOSER's work plan shall include the following information:

i. Resumes of each member of the proposed project team and shall include: Name, title, telephone number and years of experience of the proposed Manager and Site Supervisor to be assigned to this contract, and include a summary of the licenses of each individual.

ii. 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.

iii. Include detail of how security guard personnel is used to diffuse potential volatile situations. Proposed response times for requests for security services. Proposed performance standards. Use of technology and equipment in providing security services. Proposed staffing by site and assignment of work within the project team. Ability to meet SolTrans' proposed start date, schedule hours, and days of service.

iv. Include the PROPOSER's Implemention Plan. This plan shall address, at a minimum, the activities and procedures that will be followed to ensure the smooth start-up of the contract. The plan should also document training schedules, start-up plan, and acquisition of necessary personnel, equipment, permits, licenses and any other activities necessary to start and complete the work outlined in the scope of services.

C. Completion and Inclusion of All Required Forms

a. Acknowledgement of receipt of RFP addenda, if any **(Included with Cost Proposal in Appendix C)**;
b. Certification Regarding Lobbying **(Appendix B)**
c. Complete the Non-Collusion Affidavit **(Appendix B)**
d. Complete the Certification of Primary Participant Regarding Responsibility Matters **(Appendix B)**
e. Drug Free Workplace Certification **(Appendix B)**
f. Complete the Listing of Subcontractors/DBE-SBE Utilization Form **(Appendix B)**

4.4 PRICE PROPOSAL REQUIREMENTS AND CONTENT

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

A. PRICE PROPOSAL

Price Proposals must be submitted using the form provided in Appendix C. PROPOSER shall provide Price proposals which shall include proposed amounts for the services as described. PROPOSER shall provide information on salary paid to secuirty officers. PROPOSER shall also provide the hourly rate charged as requested for in the price propsal form in Appendix C. Hourly rates shall include but not be limited to all overhead, benefits, profits, taxes, and insurance. Price proposals shall be submitted in accordance with the submittal instructions described in Section 3 of this RFP.

It is anticipated that any additional tasks or services as needed during the term of the contract will be negotiated, and that the rates for such tasks would be those established in the Price Proposal.

4.5 INSURANCE

SolTrans requires the successful Contractor to obtain and maintain insurance throughout the contract term, as described in the attached Sample Contract in Appendix A. The required insurance certificates must be provided for in accordance with all requirements described in the Sample Contract and shall be furnished prior to the execution of a Contract.

4.6 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 all Addenda and Appendices.

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 SolTrans for this procurement is to ensure an award will be made based on the highest quality of service that best matches SolTrans' requirements using the Best Value methodology.

The Evaluation Committee will submit its recommendation to the Executive Director or SolTrans Board of Directors for an award to be made based upon the Evaluation Committees' determination of the responsive and 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.

Responsiveness to the RFP (5 Points)

Completeness of responses in accordance with the RFP instructions and requirements.

Qualifications, Experience and Past Performance (20 Points)

Knowledge and experience in unarmed security guard services. Qualifications of project staff, project manager, and key personnel assigned to SolTrans sites; Experience and past performance of the firm and its employees, agents, and subcontractors specifically assigned to this project performing work of similar nature; Experience working with public agencies; strength and stabilility of the firm.

Personnel Selecction, Retention, Benefits Package and Training Program (30 Points)

- Adequate staffing levels with experienced personnel capable of, qualified and devoted the successful accomplishment of work to be performed under this contract.
- Compensation and befits packages for security officers assigned to SolTrans properties.
- Identify paid time off benefits for security officers assigned to SolTrans properties.
- Retention plan and training program in place to ensure stability with regard to the contract and security guards assinged to each location.

Understanding of Scope and Approach to Providing Services (25 Points)

Understanding of the Agency's requirements and all critical elements of the work described in the scope of services; Overall approach, quality, clarity and specificity of work plan for the proposed services.

Price Proposal (20 Points)

Reasonableness of the hourly rates and overall total price; Competitiveness of price proposal with other offers received; adequacy of data in support of the rates and prices quoted.

*NOTE: 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 solely on a PROPOSER's' written proposal alone, and is not required to conduct interviews or negotiations.

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.

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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 FTA 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' protest 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
San Francisco Federal Building
Region IX
90 7th Street
Suite 15-300
San Francisco, California 94103

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 FTA shall be notified if Federal funding is involved.

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SECTION 7. SCOPE OF SERVICES

NOTE: For the purposes of Section 7 “Scope of Work,” the term “Contractor” or “Consultant” represents the successful PROPOSER

7.1. General Information

7.1.1 SolTrans is seeking competitive proposals from qualified firms to provide unarmed, fixed post and mobile Security Guard Services for its Transit properties; Curtola Park and Ride Hub, the Vallejo Transit Center.

7.1.2 The Contractor is also asked to submit an optional/additional proposal and pricing for 2 additional sites; Sereno Transit center and the Operations and Maintenance facility. Information on these sites is listed in section 7.5 below. Proposals should include frequency of patrol, hours and cost.

7.1.3 The Contractor is to provide all personnel, training, resources, materials, vehicles, equipment and field supervision to provide the highest caliber of security services for the protection of employees, customers and assets.

7.1.4 The Contractor will be required to provide Soltrans with documents confirming Security officers’ pay rates and benefits, including paid time off.

7.1.5 The intent of this specification is to describe SolTran’s expectations for security services without necessarily describing each individual task in all -inclusive detail; therefore, the Contractor shall be expected to understand the task and demonstrate their ability to fulfill the stated requirements in its bid proposal.

7.1.6 The Contractor must follow all OSHA and SolTrans safety standards while on SolTrans property performing this work.

7.1.7 The hours of operations and schedules may be modified during the term of the agreement based on transit service requirements.

7.2. Transit Property Locations and Hours of Operation

7.2.1 Vallejo Transit Center with the York Street extension is located at 311 and 411 Sacramento Street, Vallejo. It is the major transfer center and open 24 hours per day, 365 days per year.

7.2.2 Curtola Park and Ride Hub located at 801 Curtola Parkway in Vallejo is staffed Monday through Friday from 05:30 to 22:00. We currently have no security staff on weekends and major holidays.

7.3. SolTrans designated Major Holidays

7.3.1 New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

7.4. Transit Property and Mobile Security Guard Schedules

7.4.1 Vallejo Transit Center (VTC) – One fixed post guard 24/7, 365 days per year.

7.4.2 Curtola Park and Ride Hub – One mobile (vehicle) guard 16 hours per day 5 days per week; excludes SolTrans designated major holidays listed in subsection 7.3.1 above and the Friday after Thanksgiving.

7.4.3 Annual Service Hours July 1, 2022-June 30 2023

Work Site	Mon-Fri	Sat	Sun	Holiday	Total annual Hours by site
VTC	6240	1248	1200	168	8856
Curtola	4016	0	0	0	4016

7.5. Optional Site Information (Additional/Optional Cost Item)

7.5.1 Sereno Transit Center located at 750 Sereno Drive, Vallejo has bus traffic from 05:30 to 21:00 Monday through Saturday. There is no service on major holidays

7.5.2 Operations and Maintenance Facility at 1850 Broadway in Vallejo is a secured location that houses our dispatch, fueling and bus maintenance operations. It is open from 04:00 to 01:00 7 days a week. It is closed on major holidays.

7.5.3 Mobile Security Guard Schedules for Optional Sites

a. Sereno Transit Center (STC) – One drive-by guard to make a site visit 8 times per day between 06:00 and 21:00. Check for unusual activity, damage/vandalism and unsecured doors.

b. Operations and Maintenance (O&M) – One drive by guard to make a site visit through the employee parking lot 4 times between the hours of 22:00 and 04:00 noting any abandoned vehicles, squatters or unauthorized loiterers

7.6. Point of Contact

7.6.1 During the term of this contract the SolTrans Liaison will be the General Services Department Manager or their designee.

7.6.2 SolTran's Liaison(s) will be responsible for monitoring the contract to ensure the Contractor meets high professional standards and the terms of the contract, projecst a professional and alert demeanor and responds effectively to security-related concerns.

7.7. Security Guard Requirements

7.7.1 All Security Officers utilized for SolTrans must meet the following general requirements:

a. Must possess all necessary certificates as required by the State of California, Department of Consumer Affairs, and local regulations as applicable.

b. Must be properly trained prior to performing any duties required under the Contract.

c. Be at least twenty-one (21) years of age. This requirement may be waived for veterans of military service.

d. Be in good general physical health and able to stand and/or walk for an entire shift. The work requires frequent and prolonged walking, standing, sitting and some running. Also, the post positions are located outdoors and experience heat and cold of the region. Accordingly, physical stamina in all forms, (mental, climate-related, etc.) is a basic requirement of this position.

e. Be able to speak, read and write English in a clear concise manner and be able to read, understand and apply printed rules and directions.

f. Has the ability to meet and interact positively and courteously with the general public.

g. Exhibits and maintains poise and self-control and an ability to make sound decisions and react quickly under stressful conditions.

h. Ability to effectively de-escalate potential hostile person(s) or situations.

i. Be familiar with and implement procedures and protocols for responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills and suspicious packages.

j. Be familiar with and implement procedures for receiving and forwarding requests for maintenance.

k. Security Officers shall not use cell phones except as required to perform their duties or while on breaks.

l. The following persons are not qualified to work a Security Officer under this contract:

- Officers who do not possess the required certifications or training specified in this agreement.
- Officers removed for cause any time during this agreement.

7.8. Duties

7.8.1 The Officer on Duty will need to be relieved by another guard before leaving their post. Information from the previous shift needs to be communicated to the relieving guards including but not limited to; injuries, vandalism or damage to property, security incidents, maintenance requests, unattended bags or packages and requests from Soltrans Staff. On Duty meal periods may be taken for break and lunch periods at fixed post assignments. Each post has a restroom and adequate breakroom area on site.

7.8.2 Security Officers will always be required to wear appropriate security uniforms while on duty. Footwear and Uniform shall be kept clean and in good condition.

7.8.3 The contractor's security badge and name tag will be worn on the outside of the uniform on the exterior garment. The officers shall also wear safety vests provided by the Contractor which easily identifies them as Security Officer.

7.8.4 The Fixed Post Security officer shall be located at the Vallejo Transit Center. They are expected to:

a. Protect the safety of persons on the Site.

b. Prevent and minimize fire, theft, damage and trespass on SolTrans property.

c. Observe and report any unusual incidents or hazardous conditions.

d. Complete rounds of assigned facilities to ensure all access doors are secured.

e. Open the restroom doors the public upon request. Restroom doors are to remain locked throughout the day to reduce the incidence of damage and vandalism.

f. Utilize a smart phone or similar device to maintain daily activity reports and create incident reports and/or facility maintenance reports.

g. Security officers shall be polite, respectful, courteous and responsive to employees, visitors and customers.

h. Security officers are expected to be visible on the property and able to assist the public, the drivers and SolTrans employees for the majority of their shift. Officers will not be permitted to remain in the breakrooms beyond their meal periods or legally mandated break time.

7.8.5 Mobile Security officer - Contractor will provide mobile security services to project a security presence, which includes operating a vehicle to perform patrol, inspection and security at Curtola Park and Ride hub.

a. The contractor must have adequate personnel on reserve to provide coverage for the hours designated in subsection 7.4.2 above.

b. Duties of the mobile patrol officer will include checks for unsafe conditions, hazards, security violations, and unauthorized persons; inspects buildings and grounds. The officers are required to drive slowly around Agency properties to detect suspicious behavior, vandalism and deter individuals from unauthorized access.

c. The Security officer can be called on to protect evidence in the event of accidents, emergencies, or security investigations; set up barriers and signage, and provides direction or information to others.

d. Observes and reports incidents or suspicious activity.

e. Responds to incidents of fire, medical emergency, bomb threat, suspicious and unattended items and other incidents.

f. Utilize a smart phone or similar device to maintain daily activity report and create incident report and/or facility maintenance report.

7.9. Performance Standards

7.9.1 A monthly meeting will be held between the Contractor and Soltrans, with the objective of exchanging information and reviewing Contractor performance.

7.9.2 Contractor must ensure that assigned Security Officer coverage is appropriate and sufficient to meet SolTrans requirements under this Agreement.

7.9.3 Contractor must furnish and maintain all uniform items for all Security Officers provided to perform the services required by this contact, including outdoor clothing appropriate for the weather, along with necessary PPE safety and equipment.

7.9.4 The contractor will furnish a vehicle for the Mobile Security Officer that must be clearly marked with the Contractor company logo and is equipped with a rotating beacon on the roof. Supplemental lighting (spotlight) to illuminate dark areas should be installed on the vehicle.

a. Fuel and maintenance of the vehicle is the responsibility of the contractor.

b. The vehicle will be clean, and the interior maintained in and orderly and professional appearance.

c. All safety equipment on the vehicle must be maintained and in compliance with the California Vehicle Code.

7.9.5 Field supervisors will be assigned to observe, monitor and coach the performance of all the Security officers assigned to Soltrans. A minimum of one weekly documented session with each officer is required and will be reviewed at the monthly performance meeting.

7.9.6 Supervisors will immediately respond to on-site emergencies as appropriate and provide support as needed. A 24 hour emergency contact number shall be provided to Soltrans to be utlized by staff and other SolTrans contractors.

7.9.7 All Security Officers shall immediately report any incidents involving bodily injury, fire, theft and other incidents that involve fire, law enforcement and health authorities to SolTrans. All verbal incident reports shall be immediately followed up with written reports describing the incident in detail and submitting it to SolTrans General Services no later than the following business day. Incidents requiring more lengthy

investigations and follow-up will have an initial report submitted within 24 hours or the next business day. Regular updates to the report will be made until it is complete.

APPENDIX A

SOLTRANS SAMPLE CONTRACT

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 sample standard contract is important, and proposers will be bound by their submission, under the terms of this standard contract.

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APPENDIX A

Solano County Transit - SolTrans
Standard Professional Services Contract
Project: 2022-RFP-02 Unarmed Security Guard Services

1. **Project Description: Unarmed Security Guard Services**

2. **This Contract is entered into between the Solano County Transit (SolTrans) and the Contractor named below:**

   Contractor's Name: [successful proposer] **Business Form: [orginization form]**

3. **The Term of this Contract is: From date of execution of contract to [termination date].**

4. **The maximum amount of this Contract is: [Not to Exceed Amount]**

5. **The CONTRACTOR agrees to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract and incorporated herein as though set forth in full:**
   - **Exhibit A – Scope of Work**
   - **Exhibit B – Budget Detail and Payment Provisions**
   - **Exhibit C – General Terms and Conditions**
   - **Exhibit D – Special Provisions Related to Federal Funding**
   - **Exhibit E – SolTrans DBE Provisions**

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS CONTRACT, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE ___ DAY OF _____, 2017.

SOLANO COUNTY TRANSIT **CONTRACTOR**

By _____ **By** _____
BETH KRANDA, Executive Director **[Company signature authority], [title]**

Approved as to form:

By: _____
BERNADETTE CURRY, SolTrans Legal Counsel

SolTrans Contact Information
[SolTrans Project Manager]
SolTrans
311 Sacramento St.
Vallejo, CA 94590
Telephone: (707) 736-6990

Contractor Contact Information
[Contractor Project Manager]
[Company Contact Street Address]
[Company Contact City, State, CIP
[Company Contact Phone]
[Company Contact Email]

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

SAMPLE

Solano County Transit - SolTrans
Standard Professional Services Contract
Project: 2022-RFP-02 Unarmed Security Guard Services

EXHIBIT A

SCOPE OF WORK

1. **Specified Documents.**

   Contractor shall perform those services specified in detail here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. SolTrans has materially relied upon the representations of Contractor as may have been made in SolTrans' selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified herein. Said Scope of Services consists of, and includes, the following documents:

   a. SolTrans Staff Report to SolTrans Board Dated [staff report date], and approved by SolTrans Board on [Board Action];
   b. SolTrans' Solicitation: [Enter Solicitation Title];
   c. Contractor's written response to the Solicitation dated [Date of accepted proposal];
   d. Contractor's Cost Proposal; and, further all statements and representations of Contractor made during their presentation to SolTrans' selection board and thereafter to the officers and employees of SolTrans who have participated in the determination to contract with Contractor for this Project. Those documents, presentations and discussions are material representations upon which SolTrans has relied in selecting and contracting with Contractor and shall be utilized in any matter in which interpretation of this Contract is required.

2. **General Scope of Work**

General Scope of the RFP

3. **Tasks**

4. **Deliverables**

SAMPLE

Solano County Transit - SolTrans
Standard Professional Services Contract
Project: 2022-RFP-02 Unarmed Security Guard Services

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

A. **Compensation**. This is a "not to exceed" contract. Contractor shall be paid, as full compensation for the satisfactory completion of the work, in amount not to exceed [Not to Exceed Amount], as set forth on Contractor's "Cost/Fee Proposal" which includes all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractor's costs, travel, materials and supplies.

B. **Progress Payments**. Payment for Contractor's services shall be due in the amounts agreed upon, if any, upon acceptance by Project Manager of those deliverables marking completion of a particular portion or period of the Project and as invoiced in accordance with Contractor's proposal.

C. **Maximum Payment**. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid Contractor under this Contract exceed the sums set forth herein unless pursuant to written amendment of this Contract approved by SolTrans Board.

D. **Method of Payment.** Contractor shall submit an invoice identifying the Project deliverable or milestone, along with a brief status statement of the Study's progress to date for which payment is sought, no later than thirty days after SolTrans' acceptance of such deliverable/milestone. SolTrans shall endeavor to make payments within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative. All invoices shall be made in writing and delivered or mailed to the SolTrans Project Manager as follows:

Accounts Payable
SolTrans
311 Sacramento St.
Vallejo, CA 94590
Attn: [SOLTRANS PROJECT MANAGER]

E. **Cost/Fee Proposal** If Contractor has submitted a written Cost/Fee Proposal or Summary, that document is attached as Attachment 1 to Exhibit B and incorporated into this Exhibit as though set forth in full.

Unless Milestone payments are established in the Contractors Cost/Fee Proposal or Summary, Contractor shall invoice no more often than every month, and shall set forth in the invoice the hours worked, progress made, and provide adequate documentation regarding materials utilized during performance of the work.

Travel time to any SolTrans worksite in the City of Vallejo will not be paid to the Contractor, and any related overhead should be figured into the total hourly rate.

SAMPLE

Solano County Transit - SolTrans
Standard Professional Services Contract
Project: 2022-RFP-02 Unarmed Security Guard Services

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Conflict With Caltrans Or Federal Provisions**

   In those circumstances where Caltrans or Federal funds are involved, those Caltrans or Federal provisions shall control over a General Term or Condition.

2. **Closing out**

   SolTrans will pay Contractor's final invoice for payment providing Contractor has completed all obligations undertaken pursuant to this Contract. Contractor is responsible for SolTrans' receipt of a final invoice for payment 60 days after termination or completion of this Contract.

3. **Time**

   Time is of the essence in all terms and conditions of this Contract.

4. **Time of Performance**

   Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with SolTrans' Contract Manager.

5. **Termination**

   A. This Contract may be terminated by SolTrans or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for elsewhere in the Contract.

   B. SolTrans may terminate this Contract immediately upon notice of Contractor's malfeasance.

   C. Following termination, SolTrans will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

6. **Signature Authority**
   The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

7. **Warranty**

   A. SolTrans relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. SolTrans' acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

   B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

SAMPLE

Solano County Transit - SolTrans
Standard Professional Services Contract
Project: 2022-RFP-02 Unarmed Security Guard Services

8. **Best Efforts**
Contractor warrants that Contractor will, at all times, faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to SolTrans' reasonable satisfaction.

9. **Default**

A. If Contractor defaults in Contractor's performance, SolTrans shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, SolTrans may elect to cure the default and any expense incurred shall be payable by Contractor to SolTrans.

C. If SolTrans serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, SolTrans shall be entitled to recover from Contractor all damages allowed by law.

10. **Indemnification**

Contractor shall indemnify and hold harmless SolTrans, its officers, officials, employees and volunteers from and against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by SolTrans' staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), arising out of or in connection with any negligent act or omission, misconduct or other legal fault of Contractor, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not SolTrans accepted or approved any service or work product performed or provided by Contractor hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to SolTrans' negligence or willful misconduct, SolTrans shall pay the portion of damages which is allocated to SolTrans' negligence or willful misconduct, provided that SolTrans shall not be liable for any passive negligence of SolTrans, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by Contractor.

Contractor shall, upon SolTrans' request, defend with counsel approved by SolTrans (which approval shall not be unreasonably withheld), at Contractor's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of Contractor, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not such action, claim, suit, cause of action or portion thereof is well founded or lacking in merit.

Acceptance of insurance certificates or endorsements required under this Contract does not relieve Contractor from liability under this Section 10 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of Contractor's negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The provisions of this Section shall

SAMPLE

survive any termination of this Contract.

11. **Insurance Requirements**

Contractor shall procure and maintain for the duration of this Contract the following insurance:

Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each person.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architect's and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance:

CONTRACTOR shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage, combined single limit.
3. Employer's Liability: $2,000,000 per accident for bodily injury or disease, and in the aggregate.
4. Errors and Omissions Liability: $1,000,000 on a claims made basis.

Deductibles and Self-Insurance Retentions:

Any deductibles or self-insured retentions exceeding $50,000 must be declared to and approved by SolTrans. At the option of SolTrans, either: the Contractor shall reduce or eliminate such deductibles or self-insured retentions with respect to SolTrans, its officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to SolTrans guaranteeing payment of losses and related investigations, claim administration and defense expenses.

SAMPLE

Solano County Transit - SolTrans
Standard Professional Services Contract
Project: 2022-RFP-02 Unarmed Security Guard Services

Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SolTrans, its officers, officials, employees and volunteers are to be covered as insureds with respect to the liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, and with respect to liability arising out of work or operations by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects SolTrans, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SolTrans, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Should the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered under the policy provisions.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to SolTrans.

Verification of Coverage:

Contractor shall furnish SolTrans with original certificate and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by SolTrans or on other than SolTrans' forms, provided those endorsements or policies conform to the requirements stated in this clause. All certificates and endorsements are required to be received and approved by SolTrans before work commences. SolTrans reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications at any time.

All insurance documents are to be sent to:

SolTrans
Attn: SolTrans Legal Counsel
311 Sacramento St.
Vallejo, CA 94590

Sub-Contractors:

Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated above unless specifically waived by SolTrans in writing.

SAMPLE

Solano County Transit - SolTrans
Standard Professional Services Contract
Project: 2022-RFP-02 Unarmed Security Guard Services

Forms of Endorsement:

Endorsements shall include the following provisions. SolTrans understands and agrees that variations in language may occur:

THIS ENDORSEMENT, EFFECTIVE _____A.M. _____, 201__, FOR POLICY NUMBER _____, IS ISSUED TO THE SOLANO COUNTY TRANSIT BY _____ FOR (PROJECT DESCRIPTION OR TITLE)_____.

ADDITIONAL INSURED

IT IS UNDERSTOOD AND AGREED THAT SOLTRANS, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS ON THE GENERAL AND AUTOMOTIVE LIABILITY INSURANCES.

PRIMARY INSURANCE

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE SOLTRANS MAY POSSESS, INCLUDING ANY SELF INSURED RETENTION SOLTRANS MAY HAVE, AND ANY OTHER INSURANCE SOLTRANS DOES POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

CANCELLATION CLAUSE

WRITTEN NOTICE OF CANCELLATION SHALL BE GIVEN TO SOLTRANS IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

SolTrans
Attn: SolTrans Legal Counsel
311 Sacramento St.
Vallejo, CA 94590

THIS PARAGRAPH SUPERSEDES THE CANCELLATION CLAUSE IN THE CERTIFICATE OF INSURANCE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

_____
Authorized Representative

12. Independent Contractor

A. Contractor is an independent contractor and not an agent, officer or employee of SolTrans. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee,

partnership, joint venture or association.

B. Contractor shall have no claim against SolTrans for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments. Contractor shall indemnify and hold SolTrans harmless from any liability which SolTrans may incur because of Contractor's failure to pay such obligations.

D. As an independent contractor, Contractor is not subject to the direction and control of SolTrans except as to the final result contracted for under this Contract. SolTrans may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

E. Contractor may provide services to others during the same period Contractor provides service to SolTrans under this Contract.

F. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

G. As an independent contractor, Contractor shall indemnify and hold SolTrans harmless from any claims that may be made against SolTrans based on any contention by a third party that an employer-employee relationship exists under this Contract.

H. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

13. Commitment Of Key Contractor Personnel

In recognition of the special skill of Contractor's proposed "Project Team", if such a team has been proposed, SolTrans has relied upon the commitment by Contractor of certain key personnel assigned to this work by Contractor as well as an estimate of the commitment of their time to this Project, all as set forth in Contractor's Proposal found in Exhibit B. Substitution of any key personnel named in Exhibit A or a decrease in the commitment of time to be provided to the Project by such personnel of more than 10% requires the prior written approval of SolTrans. Contractor shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements herein.

14. Responsibilities of Contractor

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and SolTrans relies upon such skills. Contractor pledges to perform the work skillfully and professionally. SolTrans' acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

1. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
2. Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
3. Submit monthly reimbursement claims for expenditures that directly benefit SolTrans;
4. Along with monthly reimbursement claims contractor will submit their listing of subcontractors identifying the subtotaled portion of the claim that will be sent to each subcontractor and a running total of the total amounts paid to date to each subcontractor.
5. Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
6. Retain financial, programmatic, client data and other service records for 4 years from the date of the end of the contract award or for 4 years from the date of termination, whichever is later.

15. Compliance with Law

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by SolTrans will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

16. Confidentiality

A. Contractor shall prevent unauthorized disclosure of names and other SolTrans-identifying information, except for statistical information not identifying a particular project.

B. Contractor shall not use SolTrans-specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to SolTrans all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by SolTrans, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from SolTrans.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph.

SAMPLE

Solano County Transit - SolTrans
Standard Professional Services Contract
Project: 2022-RFP-02 Unarmed Security Guard Services

17. Conflict of Interest

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to SolTrans in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

18. Drug Free Workplace

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

19. Health and Safety Standards

Contractor shall abide by all health and safety standards set forth by the State of California and/or the SolTrans pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

20. Audits and Inspection of Record

A. Contractor shall permit SolTrans and its/their authorized representatives to have access to Contractor's books, records, accounts, and any and all work products, materials, and other data relevant to this Contract, including Contractor's place of business, for the purpose of making an audit, examination, excerpt and transcription during the term of this Contract and for a period of four (4) years thereafter. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

B. Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that SolTrans or any of its/their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term of this Contract.

C. The State, the State Auditor, SolTrans, Federal Highway Administration (FHWA), or any duly authorized representative of the federal government shall have access to any books, records and documents of the Contractor that are pertinent to the contract for audit, examination, excerpts, and transactions, and copies thereof shall be furnished if requested. This provision shall be applicable to subcontractors.

21. Nondiscrimination

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

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termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

22. Subcontractor and Assignment

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of SolTrans' Contract Manager, subject to any required state or federal approval.

C. If SolTrans consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 11 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

23. Unforeseen Circumstances

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to SolTrans of the cause of the delay within 10 days of the start of the delay.

24. Ownership of Documents

A. SolTrans shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by SolTrans or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

25. Notice

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

26. Nonrenewal

Contractor acknowledges that there is no guarantee that SolTrans will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

27. SolTrans' Obligation Subject to Availability of Funds

A. SolTrans' obligation under this Contract is subject to the availability of authorized funds. SolTrans may terminate the Contract, or any part of the Contract work, without prejudice to any right or

SAMPLE

remedy of SolTrans, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, SolTrans may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the SolTrans Board. If the Contract is terminated for non-appropriation:

i. SolTrans will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the SolTrans Board of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to SolTrans. If applicable funding is reduced, SolTrans may either:

(1) Cancel this Contract; or,
(2) Offer a contract amendment reflecting the reduced funding.

28. Changes and Amendments

A. SolTrans may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal Contracts or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

29. Choice of Law

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

30. Waiver

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. Conflicts in the Contract Documents

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to SolTrans shall supersede any

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inconsistent term in these documents.

32. Disbarment or Suspension of Contractor

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in state or federal transportation related projects and programs; (ii) have not been convicted of a criminal offense related to the provision of consultant services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in state or federal transportation related programs or projects, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in state or federal transportation related projects or programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify SolTrans of any change in the status of the representations and warranty set forth in this section.

33. Execution in Counterparts; Signatures by Facsimile or PDF

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies or copies delivered via e-mail as a portable document format (pdf) file shall be deemed to be original copies.

34. Entire Contract

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by SolTrans or Contractor other than those contained.

SAMPLE

Solano County Transit - SolTrans
Standard Professional Services Contract
Project: 2022-RFP-02 Unarmed Security Guard Services

EXHIBIT D

SPECIAL PROVISIONS RELATED TO FEDERAL FUNDING

1. **Energy Conservation** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2. **Access to Records** - The following access to records requirements apply to this Contract:

   Contractor agrees to provide SolTrans, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

   The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until SolTrans, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

   FTA does not require the inclusion of these requirements in subcontracts.

3. **Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between SolTrans and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

4. **No Obligation by the Federal Government** - SolTrans and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SolTrans, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

5. **Program Fraud and False or Fraudulent Statements or Related Acts** - The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that

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if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

6. **Termination** - The following Termination Clauses apply to this contract

Termination for Convenience: SolTrans may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in SolTrans' best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SolTrans to be paid the Contractor. If the Contractor has any property in its possession belonging to SolTrans, the Contractor will account for the same, and dispose of it in the manner SolTrans directs.

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

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

Opportunity to Cure: The SolTrans in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to SolTrans' satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from SolTrans setting forth the nature of said breach or default, SolTrans shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SolTrans from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that SolTrans elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by SolTrans shall not limit SolTrans' remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

7. **Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8. **Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SolTrans requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

9. **Disadvantaged Business Enterprises** - This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged

Business Enterprises (DBE) is 10%. SolTrans' overall goal for DBE participation is 1%. A separate contract goal has not been established for this procurement.

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

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

10. **Subcontractors** The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from SolTrans. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by SolTrans and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

11. **Suspension and Debarment** - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

    The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

    By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

    The certification in this clause is a material representation of fact relied upon by SolTrans. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to SolTrans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SolTrans' Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide be the decision.

    Performance During Dispute - Unless otherwise directed by SolTrans, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

    Claims for Damages - Should either party to the Contract suffer injury or damage to person or property

because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the SolTrans and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the SolTrans is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the SolTrans, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13. **Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to SolTrans and understands and agrees that SolTrans will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

    (2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

14. **Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to SolTrans and understands and agrees that SolTrans will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

    (2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

15. **SAFE OPERATIONS OF MOTOR VEHICLES** - CONTRACTOR agrees as follows:

    (1) Seat Belt Use: In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, CONTRACTOR is required to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the CONTRACTOR or SOLTRANS.

    (2) Distracted Driving: In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, CONTRACTOR is required to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

16. **SUBSTANCE ABUSE REQUIREMENTS** - CONTRACTOR agrees to comply with the following Federal substance abuse regulations:

    (1) Drug-Free Workplace: U.S. DOT regulations, "Drug-Free" Workplace Requirements (Grants)," 49

SAMPLE

Solano County Transit - SolTrans
Standard Professional Services Contract
Project: 2022-RFP-02 Unarmed Security Guard Services

C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. § 702 et seq.
(2) Alcohol Misuse and Prohibited Drug Use: FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or SOLTRANS, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. CONTRACTOR agrees further to certify annually its compliance with Part 655. To certify compliance CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

SAMPLE

APPENDIX B
REQUIRED FORMS

FORM 1 - 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

APPENDIX B
REQUIRED FORMS

FORM 2 – NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

STATE OF CALIFORNIA

COUNTY OF SOLANO

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____, hereinafter referred to as (CONTRACTOR) or (SUBCONTRACTOR).

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 _____, 2018 at_____, California.

Signed:_____ Title:_____

APPENDIX B
REQUIRED FORMS

FORM 3 – 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

APPENDIX B
REQUIRED FORMS

FORM 4 - DRUG-FREE WORKPLACE CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Firm Name _____ Federal ID #_____

_____ _____
Signature of Authorized Official Date Executed

_____ _____
Printed Name Title of Authorized Official

_____
Telephone Number

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

(a) The dangers of drug abuse in the workplace,

(b) The person's or organization's policy of maintaining a drug-free workplace,

(c) Any available counseling, rehabilitation and employee assistance programs, and

(d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

(a) Will receive a copy of the company's drug-free workplace policy statement, and

(b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

APPENDIX B
REQUIRED FORMS

FORM 4 – 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	DBE? yes/no	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

APPENDIX C
COST/PRICE PROPOSAL FORM

COST PROPOSAL FORM

Price reasonableness will be used as a part of the evaluation. Cost Proposal Forms include the Hourly Rate Sheet, Supplemental Cost Detail Sheet, and Total Proposed Annual Price Sheet. Offerors must complete, sign and submit all three sheets.

HOURLY RATES

In the form below, enter the proposed price for Security Services as described in the Scope of Services, Section 7 of the RFP. Pricing shall be provided in a 'rate per hour' form and must be all inclusive (including but not limited to profit, taxes, benefits, minimum wage, transportation, fees, surcharges, training/certifications and uniforms).

Vallejo Transit Center - Unarmed Fixed Post Security Guard				
Term	Standard Hourly Rate (M-F)	Saturday	Sunday	Holiday Rate
Base Year 1	$	$	$	$
Base Year 2	$	$	$	$
Base Year 3	$	$	$	$
Option Year 1	$	$	$	$
Option year 2	$	$	$	$

Curtola Park & Ride Lot - Unarmed Mobile (Vehicle) Security Guard				
Term	Standard Hourly Rate (M-F)	Saturday	Sunday	Holiday Rate
Base Year 1	$	$	$	$
Base Year 2	$	$	$	$
Base Year 3	$	$	$	$
Option Year 1	$	$	$	$
Option year 2	$	$	$	$

APPENDIX C
COST/PRICE PROPOSAL FORM

Optional Sites - Unarmed Mobile (Vehicle) Security Guard				
Term	Standard Hourly Rate (M-F)	Saturday	Sunday	Holiday Rate
Base Year 1	$	$	$	$
Base Year 2	$	$	$	$
Base Year 3	$	$	$	$
Option Year 1	$	$	$	$
Option year 2	$	$	$	$

APPENDIX C
COST/PRICE PROPOSAL FORM

SUPPLIMENTAL COST DETAIL SHEET

Please provide a breakdown of all the costs that make up offeror's proposed hourly rates in the table below.

Cost Category	**Base Year 1**	**Base Year 2**	**Base Year 3**	**Opt. Year 1**	**Opt. Year 2**
Security Guard Hourly Rate	$	$	$	$	$
Benefits	$	$	$	$	$
Other (specify)	$	$	$	$	$
Overhead	$	$	$	$	$
Profit	$	$	$	$	$
Total Rate/Hour	$	$	$	$	$

APPENDIX C
COST/PRICE PROPOSAL FORM

TOTAL PROPOSED ANNUAL PRICE

Total Annual Amounts without Optional Sites		
Term	Period of Performance	Total Annual $
Base Year 1	7/01/2022 – 6/30/2023	$
Base Year 2	7/01/2023 – 6/30/2024	$
Base Year 3	7/01/2024 – 6/30/2025	$
Option Year 1	7/01/2025 – 6/30/2026	$
Option Year 2	7/01/2026 – 6/30/2027	$
5 Year Grand Total		$

Total Annual Amounts with Optional Sites		
Term	Period of Performance	Total Annual $
Base Year 1	7/01/2022 – 6/30/2023	$
Base Year 2	7/01/2023 – 6/30/2024	$
Base Year 3	7/01/2024 – 6/30/2025	$
Option Year 1	7/01/2025 – 6/30/2026	$
Option Year 2	7/01/2026 – 6/30/2027	$
5 Year Grand Total		$

APPENDIX C
COST/PRICE PROPOSAL FORM

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES THAT IT HAS READ AND UNDERSTOOD THE ENTIRE PROPOSAL, AND ITS COST 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, HEREBY SUBMITS THE ATTACHED. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Signature of Authorized Official:_____Date:_____

Title:_____

Print Name:_____