



REQUEST FOR PROPOSAL  
FOR  
COMPRESSED NATURAL GAS (CNG)  
FUELING STATION MAINTENANCE  
SERVICES

Solano County Transit (SolTrans)  
Vallejo, California

SOLICITATION NO. 2023-RFP-01

PROPOSALS DUE  
February 3, 2023

ISSUED FOR SOLICITATION

January 6, 2023

## TABLE OF CONTENTS

<b>I.</b>	<b>NOTICE OF PROPOSAL REQUEST</b>	<b>i</b>
<b>SECTION 1.</b>	<b>GENERAL INFORMATION AND CONDITIONS</b>	<b>1</b>
1.1	PROCURING AGENCY AND PROJECT MANAGER	1
1.2	GENERAL OVERVIEW	1
1.3	ORGANIZATION OF THE RFP	1
1.4	SOLTRANS' RIGHTS	2
1.5	PROPOSERS' RESPONSIBILITIES	3
1.6	CONSEQUENCE OF SUBMISSION OF PROPOSAL	4
1.7	COST OF SUBMITTING PROPOSALS	5
<b>SECTION 2.</b>	<b>BACKGROUND</b>	<b>6</b>
2.1	AGENCY DESCRIPTION	6
2.2	PROJECT DESCRIPTION	6
<b>SECTION 3.</b>	<b>SCHEDULE &amp; SUBMITTAL INSTRUCTIONS</b>	<b>8</b>
3.1	SCHEDULE	8
3.2	DUE DATE AND PROPOSAL SUBMISSION	8
3.3	NON-MANDATORY PRE-PROPOSAL CONFERENCE	9
3.4	PROPOSER COMMUNICATIONS, WRITTEN QUESTIONS & CLARIFICATIONS	9
3.5	ADDENDA TO RFP	10
3.5	CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS	11
3.6	INTERVIEWS	11
3.6	ACCURACY IN REPORTING REQUESTED INFORMATION	11
<b>SECTION 4.</b>	<b>PROPOSAL REQUIREMENTS</b>	<b>12</b>
4.1	PERFORMANCE REQUIREMENT	12
4.2	PROPOSAL FORMAT, PAGE LIMITATION, AND CONTENT	12
4.3	TECHNICAL PROPOSAL REQUIREMENTS AND CONTENT	12
4.4	PRICE PROPOSAL REQUIREMENTS AND CONTENT	14
4.5	INSURANCE	14
4.6	WILLINGNESS TO ACCEPT PROPOSED ARRANGEMENTS	15
<b>SECTION 5.</b>	<b>EVALUATION AND SELECTION</b>	<b>16</b>
5.1	PROPOSAL EVALUATION, NEGOTIATION AND SELECTION	16

5.2	OPENING OF PROPOSALS.....	17
5.3	EVALUATION COMMITTEE .....	17
5.4	PROPOSAL EVALUATION CRITERIA .....	17
5.5	EVALUATION PROCEDURES.....	18
5.6	BEST AND FINAL OFFER (BAFO).....	19
5.7	CONFIDENTIALITY OF PROPOSALS .....	19
5.8	NOTIFICATION TO UNSUCCESSFUL PROPOSERS .....	20
	<b>SECTION 6. PROTEST PROCEDURES.....</b>	<b>21</b>
6.1	DEFINITIONS .....	21
6.2	PROTEST PROCEDURES.....	21
	<b>SECTION 7. SCOPE OF SERVICES.....</b>	<b>24</b>
7.1.	GENERAL OVERVIEW OF SERVICES.....	24
7.2	MAINTENANCE.....	25
7.3	MAINTENANCE TECHNICIANS .....	26
7.4	COMPRESSOR COMPOUND AND FUEL DISPENSING AREA.....	27
7.5	SYSTEM MONITORING AND ALARMS .....	27
7.6	PERMITS AND LOCAL LICENSES.....	27
7.7	WORK PERFORMANCE .....	27
7.8	EXCEPTIONS.....	28
7.9	RECORD KEEPING & REPORTING OF PREVENTIVE MAINTENANCE AND O&M ACTIVITIES.....	28
7.10	SCHEDULING OF PREVENTIVE MAINTENANCE SERVICE.....	28
	<b>APPENDIX A – REQUIRED FORMS.....</b>	<b>29</b>
	<b>APPENDIX B – SAMPLE CONTRACT.....</b>	<b>33</b>

## **I. NOTICE OF PROPOSAL REQUEST**

NOTICE IS GIVEN that sealed proposals are requested by Solano County Transit, (SolTrans), a Joint Powers Authority, for Compressed Natural Gas (CNG) Fueling Station Maintenance Services. All proposals shall be submitted in response to the conditions of this REQUEST FOR PROPOSALS for COMPRESSED NATURAL GAS (CNG) FUELING STATION MAINTENANCE SERVICES (hereinafter referred to as RFP), dated January 6, 2023, said RFP being on file in the offices of SolTrans located at 311 Sacramento Street, Vallejo, California, 94590.

Proposals must be received electronically by SolTrans and appropriately labeled as described in the RFP Section entitled Schedule and Submittal Instructions. Proposals must be received by SolTrans on or before February 3, 2023, at 2:00 p.m. Pacific Time.

Proposals received after February 3, 2023, at 2:00 p.m. Pacific Time may not be accepted.

### **A. Obtaining Documents**

Proposal documents may be obtained electronically at:

[soltrans.org/resources/doing-business-with-Soltrans/procurements](https://soltrans.org/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 A non-mandatory pre-proposal conference will be held on Friday January 13, 2023, at 11:00 a.m. Pacific Time 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  
Project Manager



311 Sacramento Street  
Vallejo, CA 94590  
[procurements@soltransride.com](mailto:procurements@soltransride.com)  
(707) 656-2012

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 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 Disadvantaged Business Enterprises (DBE) for this project, SolTrans highly encourages the participation of Disadvantaged Business Enterprises (DBE). SolTrans encourages all prime Contractors to use 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## SECTION 1. GENERAL INFORMATION AND CONDITIONS

### 1.1 PROCURING AGENCY AND PROJECT MANAGER

Solicitation No.:	2023-RFP-01
Procuring Agency:	Solano County Transit (SolTrans)
Address:	311 Sacramento Street Vallejo, California 94590
Project Manager:	Patricia Carr
Telephone No.:	(707) 656-2012
E-mail:	<a href="mailto:procurements@soltransride.com">procurements@soltransride.com</a>

### 1.2 GENERAL OVERVIEW

This Request for Proposals (RFP) is being issued by SolTrans to select independent contractor(s) for COMPRESSED NATURAL GAS (CNG) FUELING STATION MAINTENANCE SERVICES. Staff of the successful contractor(s) will be expected to work cooperatively with SolTrans (procuring agency) to perform in compliance with this RFP, any future addenda, and as directed by the SolTrans Executive Director or his or her designee.

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

PROPOSERS shall provide a clear, concise explanation of the PROPOSER's capability to satisfy the requirements of this RFP. 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 and required in this RFP.

### 1.3 ORGANIZATION OF THE RFP

The RFP is organized as follows:

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

Section 2 contains a general description of the contract(s) to result from this procurement.

Section 3 identifies the procurement schedule and proposal submittal instructions.

Section 4 provides information on the proposal requirements.

Section 5 describes the evaluation and selection process and criteria.

Section 6 identifies the protest procedures.

Section 7 identifies the Scope of Work.

The appendices and attachments contain additional information required for proposal preparation and include the Required Forms and the Sample Contract.

## 1.4 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; and
- ❑ Seeking assistance outside the Agency for all procurement activities, including in the evaluation of proposals.
- ❑ Proposals shall be evaluated on a Best Value basis. This solicitation will use 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 award this contract on a combination of technical and price factors. Price shall not be the sole determining factor for the award of this contract.
- ❑ SolTrans reserves the right to NOT make a recommendation to award to the PROPOSER with the highest ranking or make a recommendation to award to the

PROPOSER with the lowest Price Proposal, if doing so would not be in the overall best interest of SolTrans.

- ❑ 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 may discontinue its negotiations after commencing negotiations with a selected PROPOSER(s).
- ❑ SolTrans may request a best and final offer (BAFO) from one or more PROPOSERS.
- ❑ 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.

## 1.5 PROPOSERS' RESPONSIBILITIES

It is the responsibility of each PROPOSER to:

- ❑ Examine this RFP, including all appendices, and the attached Sample Contract, thoroughly;
- ❑ Register as a SolTrans Vendor at [soltrans.org/resources/doing-business-with-soltrans/vendor-registration](https://soltrans.org/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;
- ❑ Be licensed to do business in the State of California;
- ❑ 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;
- ❑ If this contract is funded with federal funds, review the Special Provisions Related to Federal Funding (if included) in this RFP;
- ❑ 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; and
- ❑ Agree not to collaborate or discuss with other PROPOSERS the content of the proposal or service fees proposed in a manner that is anti-competitive.
- ❑ 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.
- ❑ Each PROPOSER must submit its proposal per the requirements indicated in the Scope of Work.

## 1.6 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.
- ❑ 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.

#### 1.7 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.

#### 1.8 AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding. SolTrans' obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of SolTrans for any payment shall arise until funds are made available to SolTrans' Executive Director for this Contract. Any award of Contract hereunder will be conditioned upon said continued availability of funds for the Contract.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **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 the 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 bus service to Vallejo and Benicia, as well as express bus service to the Solano County cities of Vallejo, Benicia, Fairfield, and Suisun City, with regional connections to rapid transit service in communities outside of the county in the cities of El Cerrito, Walnut Creek, Davis and Sacramento.

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.

SolTrans contracts with a third-party contractor, currently Transdev, to perform the operations and maintenance services function of the transit system.

### **ORGANIZATIONAL STRUCTURE**

There are thirteen 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 SolTrans Curtola Park & Ride Hub.

### **2.2 PROJECT DESCRIPTION**

This RFP seeks to procure and award a contract for Compressed Natural Gas (CNG) Fueling Station Maintenance Services to a qualified firm. The successful Contractor must be able to provide a full range of services for maintenance and repair of SolTrans' Compressed Natural Gas (CNG) Fueling Station, so as to ensure that bus fuel

operations may continue uninterrupted to the extent possible. The successful Contractor is expected to be responsible for 1) Proactive Maintenance; 2) Scheduled Maintenance on-site and remote; 3) Emergency Maintenance Repairs on-call services for emergencies during, before or after normal business hours.

The resulting contract will be for a Firm-Fixed Price (FFP) contract for a three-year (3) year period from the date of contract execution. Subject to the Contractor's satisfactory performance, and at its sole discretion, SolTrans may exercise the option to renew the contract for up to two (2) additional one-year terms. All work and pricing under the resulting contract shall be based on Contractor's price proposal. Detailed specifications and requirements are contained in the Scope of Work section.

The 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 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.

Section 7 of the RFP describes the scope of services in more detail.



## SECTION 3. SCHEDULE & SUBMITTAL INSTRUCTIONS

### 3.1 SCHEDULE

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

Activity	Date	Time (Pacific)
Request For Proposal Release Date	January 6, 2023	
Non-mandatory Preproposal Conference	January 13, 2023	11:00 AM
Deadline for written Technical Clarifications/Questions	January 20, 2023	2:00 PM
Response to Written Technical Questions	January 25, 2023	
Proposals Due from PROPOSERS	February 3, 2023	2:00 PM
Proposal Evaluation	February 6-8, 2023	
Qualified PROPOSER Interviews (Only If Required), and Negotiation	February 13-15	
Notice of Intent to Award	Week of February 20, 2023	
Projected Contract Award Date (SolTrans Board Approval)	March 16, 2023	
Contract Start Date	April 3, 2023	

*NOTE: 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 2:00 p.m. PDT on Friday, February 3, 2023. Proposals must be submitted electronically via email to [procurements@soltransride.com](mailto: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. Only references and non-priced information may be included in the Proposer's Technical proposal. All supporting cost/price information must be included in the Proposer's Price proposal only. These same requirements shall apply to any Best and Final Offers which may be requested

later in the procurement. Proposals and subsequent offers shall be valid for a period of one hundred and twenty (120) days.:

SolTrans  
ATTN: Patricia Carr, Project Manager  
311 Sacramento Street, 2<sup>nd</sup> Floor  
Vallejo, CA 94590  
[procurements@soltransride.com](mailto:procurements@soltransride.com)  
(707) 656-2012

### 3.3 NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held on Friday January 13, 2023, at 11:00 a.m. Pacific Time in the conference room at SolTrans' Operations & Maintenance Facility located at 1850 Broadway Street, Vallejo CA 94589. SolTrans will advise all attendees whether any COVID-19 protocols are to be observed during the conference. SolTrans reserves the right to conduct any scheduled pre-proposal conference by virtual meeting or may also choose to cancel the pre-proposal conference in its entirety.

It is the responsibility of the Proposer to review all information provided in the RFP documents, including all appendices, attachments, and addenda. It is SolTrans' expectation that all scope of work elements identified in this RFP will be addressed.

PROPOSERS are reminded that any changes to the RFP will be by written addenda only and nothing stated verbally shall change or qualify any of the provisions in the RFP and shall not be binding on SolTrans.

### 3.4 PROPOSER COMMUNICATIONS, WRITTEN QUESTIONS & CLARIFICATIONS

All correspondence, communication, and/or contact, in regard to any aspect of this solicitation or offers shall be with the Project Manager identified in Section 1.1, or his/her designated representative. PROPOSER and their representatives shall not make any contact with, or communicate with, any members of SolTrans, its Board of Directors, employees, or consultants, other than the Project Manager in regard to any aspect of this solicitation.

At any time during this procurement, up to the date and time specified in the Schedule (Section 3.1), a PROPOSER may email the Project Manager and/or his/her designee a request for clarification or interpretation of any aspect of the RFP.

If it should appear to a prospective PROPOSER that the performance of the expected work, or any of the matters relating thereto, is not sufficiently described or explained in the RFP, or that any conflict or discrepancy exists between different parts thereof, or with any federal, state, local or Procuring Agency law, ordinance, rule, regulation, or other standard or requirement, then the PROPOSER shall email a written request for

clarification to SolTrans' Project Manager or his/her designee prior to the due date for written questions/clarifications.

SolTrans will not respond to questions received after the time and date listed in the RFP Schedule. 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 as detailed in the following subsection.

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/walkthrough (if one is scheduled) will be without legal effect.

### 3.5 ADDENDA TO RFP

SolTrans reserves the right to amend the RFP at any time. Any amendments to, or interpretations of, the RFP shall be described in written addenda.

Notifications and/or any actual addendum will be posted on the SolTrans procurement website at [soltrans.org/resources/doing-business-with-Soltrans/procurements](https://soltrans.org/resources/doing-business-with-Soltrans/procurements) and may also be emailed to all such prospective PROPOSERS officially known to have registered as a vendor for this RFP. Notifications will be sent to the email address provided by each prospective PROPOSER in SolTrans' vendor registration form (see link below).

Failure of any prospective PROPOSER to receive the notification or addendum shall not relieve the PROPOSER from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted, or modified. All addenda issued shall become part of the RFP. Prospective PROPOSERS shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals, utilizing the form provided in Appendix A - Acknowledgement of Addenda. Failure to acknowledge in their proposals receipt of addenda may at SolTrans' sole option disqualify the proposal. In order to receive any addenda to this RFP and other updates, vendors must register at: [soltrans.org/resources/doing-business-with-soltrans/vendor-registration](https://soltrans.org/resources/doing-business-with-soltrans/vendor-registration).

If SolTrans determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that SolTrans determines will allow PROPOSERS sufficient time to revise their proposals. Any new due date shall be included in the addenda.

### 3.5 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS

PROPOSERS are advised that proposals stating conditions, exceptions, reservations, or understandings (hereinafter called deviations) relating to the RFP may be rejected. SolTrans reserves the right to waive any deviation in its sole discretion.

### 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, ONLY 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. Should COVID-19 protocols be in place, interviews (ONLY if required) may be conducted via a virtual meeting.

SolTrans reserves the right to audio and/or video record any and all 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 or be provided with teleconference information should COVID-19 protocols be in place.

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

### 3.6 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 CONTRACTOR will be required, at all times during the terms of the Contract, to perform all services diligently, carefully, and in a professional manner; and to furnish all services (labor and supervision), software and equipment, as required under the Contract. Any proposal submitted must be for the entire Scope of Services detailed in this RFP. 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 the following format: letter sized, 8.5" x 11" pages in 12-point font, and double spaced. Proposals shall be limited to 25 pages. The cover letter is not included in the 25 page limit and PROPOSERS are advised to be concise in narratives and presentations and to refrain from including any unnecessarily elaborate or promotional materials. 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 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 the 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, 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 the PROPOSER acknowledges 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 a person 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:** A statement that the firm is properly qualified to perform the work described in this RFP. This section should describe the PROPOSER's background and overall experience in providing the services required in this RFP for a public transit agency or other government entity. Include any certifications and affiliations, any competitive advantages over other firms in the same industry, strength and financial stability of the firm. Provide a list of at least three (3) projects of relevance or similar work currently being performed or recently completed within the last three (3) years, and should include the following information:
  - i. Name, address, and telephone number of the responsible contact person of the organization.
  - ii. Cost of the contract
  - iii. Contract dates
  - iv. Types of services provided
  - v. Status of the contract
- c. **Approach and Work Plan:** This section should include a complete work plan that describes the methods and processes to be used by the PROPOSER to provide the services described in the Scope of Services contained in this RFP. The PROPOSER's work plan shall include at minimum the following information:
  - i. Proposed number of staff to be dedicated to SolTrans, including any backup staff. Include the name, title, and years of experience of the proposed Project Manager and Site Supervisor, and staff to be assigned to this contract.
  - ii. Include organizational chart of the firm, and of the project team to be assigned to the contract.
  - iii. Proposed tasks and deliverables for the required services.

- iv. Include description of any performance measures for tracking all work, maintenance reports, service tickets, service milestones, etc.
- v. Include a detailed transition/implementation plan. The plan shall address at a minimum, the activities and procedures that will be followed to ensure the smooth transition/implementation of the work. This should also include any training schedules, hiring of necessary personnel, acquisition of equipment, licenses, and any other activities to begin work on the scope of services.

### **C. Completion and Inclusion of All Required Forms**

- a. Complete the Acknowledgement of Receipt of Addenda (if any) (Appendix A – Required Forms)
- b. Complete the Non-Collusion Affidavit (Appendix A – Required Forms)
- c. Complete the Certification of Primary Participant Regarding Responsibility Matters (Appendix A – Required Forms)
- d. Complete the Listing of Subcontractors/DBE-SBE Utilization Form (Appendix A – Required Forms)

#### **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**

Provide clear firm fixed price for the services that outlines the fixed monthly proposed price and any proposed one-time transition/implementation costs. Price proposal must also include the proposed not-to-exceed yearly price of services for each year of the contract, the three (3) year initial term, and the two (2) one-year option terms. Price proposals shall also include an hourly rate for additional services that may arise during the contract period.

All prices shall include all labor, overhead, materials, permits, profits, taxes, travel, and insurance, etc. Price proposals shall be submitted as per the instructions in Section 3.2.

#### **4.5 INSURANCE**

PROPOSERS must submit a copy of their current certificate of insurance (COI) with their proposal. If the COI does not include the required coverage and minimum limits as specified in these RFP documents, PROPOSERS must also submit a letter from their insurance provider stating the provider's commitment to insure the PROPOSER, if awarded the contract, for the types of coverage and at the limits specified in the RFP.

SolTrans requires the successful Contractor to obtain and maintain insurance throughout the contract term, as described in the attached Sample Contract in Appendix B. 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, Appendices, Attachments, and Sample Contract.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



## **SECTION 5. EVALUATION AND SELECTION**

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 RFP. This section incorporates those rights and procedures noted in RFP Section 1.4 SolTrans' Rights.

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

### **5.1 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION**

Proposals must conform to the specifications described in this Request for Proposals.

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

The Evaluation Committee will make a recommendation for award to the Executive Director or the SolTrans Board of Directors, based upon the Evaluation Committee's determination of the responsible PROPOSER whose proposal is most advantageous to SolTrans.

Accordingly, the Evaluation Committee may not necessarily make a recommendation to award to the PROPOSER with the highest ranking or make a recommendation to award to the PROPOSER with the lowest Price Proposal, if doing so would not be in the overall best interest of SolTrans.

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

Selection for Award will be based on the following process:

- ❑ Determine responsiveness of PROPOSERS
- ❑ Determine responsible PROPOSERS
- ❑ Determine ranking based on evaluation scores
- ❑ Identify the proposals that fall within the competitive range, which would be those proposals that are responsive, responsible, and whose evaluation scores are clear leaders among the PROPOSERS
- ❑ Conduct interviews (only if required) with the PROPOSERS within the competitive range
- ❑ Request Best and Final Offers, only if necessary, of those within the competitive range
- ❑ Make an award based on Best Fit and Best Value of those within the competitive range

## 5.2 OPENING OF PROPOSALS

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

## 5.3 EVALUATION COMMITTEE

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

## 5.4 PROPOSAL 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.

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

Criteria Description		Maximum Points
1	Responsiveness to the RFP	5 Points
2	Qualifications & Experience: <ul style="list-style-type: none"> <li>• Experience in performing work similar in nature and or related to the work described in the Scope of Work</li> <li>• Demonstrated competence as evidenced by supporting references</li> <li>• Experience working with transit agencies or similar entities, strength, and financial stability of the firm</li> <li>• Project team structure, staff qualifications/experience</li> </ul>	25 Points
3	Understanding of Scope, Technical Capacity and Approach: <ul style="list-style-type: none"> <li>• Demonstrated understanding of SolTrans' requirements, expectations, and needs.</li> <li>• Ability and capacity to meet SolTrans' requirements</li> <li>• Quality of Work Plan</li> </ul>	45 Points
4	Cost: <ul style="list-style-type: none"> <li>• Reasonableness of cost</li> <li>• Transparency of pricing structure</li> </ul>	25 Points
Total Maximum Points		100 Points

## 5.5 EVALUATION PROCEDURES

All aspects of the proposal evaluations, including any related discussions, documentation, correspondence, and meeting recordings, will be kept confidential during the evaluation and negotiation process.

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as non-responsive or as not within the competitive range. SolTrans, as SolTrans, reserves the right to request a PROPOSER to provide any missing information and to make corrections. PROPOSERS are advised that the detailed evaluation procedures will follow the same proposal format and organization specified in Sections 3 and 4. Therefore, PROPOSERS shall pay close attention to and strictly follow all instructions. Submittal of a proposal will signify that the PROPOSER has accepted all of the contract documents and the whole package of contract requirements. Any deviations,

if accepted by SolTrans, which do not result in the rejection of the entire proposal, are subject to evaluation under the Proposal Evaluation Criteria (Section 5.4).

## 5.6 BEST AND FINAL OFFER (BAFO)

After all interviews have been completed, SolTrans reserves the right to conduct a BAFO process with each of the PROPOSERS in the competitive range. Should SolTrans choose to seek BAFOs, each PROPOSER in the competitive range may be afforded the opportunity to amend its proposal and make its BAFO.

Any modifications to the initial proposals made by a PROPOSER in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by SolTrans according to the same requirements and criteria as the initial proposals described in the Proposal Selection Process (Section 5.1). SolTrans will make appropriate adjustments to the initial scores for any sub-criteria and criteria which have been affected by any proposal modifications made by the BAFOs.

SolTrans will then choose that proposal which it finds to be most advantageous to SolTrans. The results of the evaluations and the selection of a proposal for any award will be documented.

SolTrans reserves the right to make an award to a PROPOSER whose proposal it judges to be most advantageous, without conducting any written or oral discussions with any PROPOSERS or solicitation of any BAFOs. Therefore, PROPOSERS are requested to submit their best proposals initially.

## 5.7 CONFIDENTIALITY OF PROPOSALS

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

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

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

#### **5.8 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **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 the 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 7<sup>th</sup> 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.



## SECTION 7. SCOPE OF SERVICES

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

### 7.1. GENERAL OVERVIEW OF SERVICES

The scope of services in this Section 7 describes the required services to be provided by the Contractor during the term of the Contract. The Contractor shall supply all labor and any equipment or tools necessary to perform and deliver the services required under this contract.

Solano County Transit is seeking to award a contract for Managed Compressed Natural Gas (CNG) Fueling Station Maintenance Services to a qualified firm. The Contractor shall provide proactive, scheduled, and emergency maintenance services for the entire CNG fueling station and the methane detection system above the repair bays in the Maintenance facility. This includes providing all labor, parts, materials, replacement equipment, inspections and testing. All planned and unplanned CNG station and Maintenance facility repair work shall be coordinated with the General Services Manager or designee.

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

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

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

#### 7.1.1 LIST OF CNG STATION EQUIPMENT

Equipment Description	Qty	Manufacturer
CNG Compressor	2	ANGI
Gas Dryer	1	PSB Industries
CNG Storage Vessels	2 2x3 packs	CP Industries
CNG Fast Fill Dispensers	2	ANGI

Priority/Buffer Control Valve Panel	1	ANGI
Coalescing Filter Assemblies	2	ANGI
Fleet Watch Fuel Management System	1	FleetWatch
Diesel Generator (Back-Up)	1	Cummins
CNG station control system (ESD & remote monitoring system)	1	ANGI
Switchgear	1	Square D
Compressor motor starters	1	ANGI
Master Control Panel	1	TruStar

### 7.1.2 LIST OF MAINTENANCE FACILITY EQUIPMENT

Equipment Description	Qty	Manufacturer
Methane Detection Control Panel	1	Sierra Monitor
Building Generator Unit – 250 KW	1	Generac

### 7.1.3 CNG BUS INVENTORY

Bus Type	Qty.	Length	Make	Model	Year
Low Floor Cutaway Bus	2	28'	Arboc		2019
Low Floor Bus	1	40'	Nova Bus	LS990	2016
Commuter Coach	16	45'	MCI	D4500	2017 2018 2019

## 7.2 MAINTENANCE

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

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

**Scheduled Maintenance** – specific maintenance performed in conformance with manufacturer's recommendations and industry best practices. Contractor shall

develop a scheduled maintenance process per each manufacturer's or vendor's requirements and perform all maintenance on a timely basis.

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

### 7.3 MAINTENANCE TECHNICIANS

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

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

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

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

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

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

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

#### 7.4 COMPRESSOR COMPOUND AND FUEL DISPENSING AREA

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

#### 7.5 SYSTEM MONITORING AND ALARMS

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

#### 7.6 PERMITS AND LOCAL LICENSES

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

#### 7.7 WORK PERFORMANCE

All work shall be completed in a competent manner per industry best practices. All personnel engaged in maintenance of the CNG station and maintenance facility, including subcontractors, will be considered as employees of the Contractor. The Contractor will be responsible for their work. SolTrans will deal directly with and make all payments to the prime Contractor. The subcontracting of any or all the work to be done will in no way relieve the Contractor of any responsibilities as outline in the contract agreement.

## 7.8 EXCEPTIONS

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

## 7.9 RECORD KEEPING & REPORTING OF PREVENTIVE MAINTENANCE AND O&M ACTIVITIES

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

## 7.10 SCHEDULING OF PREVENTIVE MAINTENANCE SERVICE

SolTrans fueling activities are from 11:00 a.m. to 1:00 p.m. and 6:00 p.m. to 12:30 a.m. seven days a week, with incidental fueling at other times. The Contractor shall perform preventive and scheduled maintenance work Monday through Friday between the hours of 7 a.m. and 11:00 and 1:00 - 6 p.m., as these are the off-peak station usage hours. The Contractor may perform unscheduled repairs upon approval of SolTrans.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## APPENDIX A: REQUIRED FORMS

### FORM 1 - ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the price proposal.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included by the PROPOSER with the proposal.

#### ACKNOWLEDGEMENT OF ADDENDA

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

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

PROPOSER:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature of Authorized Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

## APPENDIX A: REQUIRED FORMS

### FORM 2 – NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

#### Non-Collusion Affidavit

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Seal

## APPENDIX A: 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 A: 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 B: SAMPLE CONTRACT**

### **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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## APPENDIX B: SAMPLE CONTRACT

Solano County Transit - SolTrans  
Standard Professional Services Contract  
Project: [Enter Solicitation Title]

1. Project Description:
2. This Contract is entered into between the Solano County Transit (SolTrans) and the Contractor named below:  
  
Contractor's Name: \_\_\_\_\_ Business Form: \_\_\_\_\_
3. The Term of this Contract is:
4. The maximum amount of this Contract is:
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

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS CONTRACT,  
THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE \_\_\_\_ DAY OF \_\_\_\_\_,  
2022.

SOLANO COUNTY TRANSIT

CONTRACTOR

By \_\_\_\_\_  
BETH KRANDA, Executive Director

By \_\_\_\_\_  
NAME, Title

Approved as to form:

By: \_\_\_\_\_  
BERNADETTE CURRY, SolTrans Legal Counsel

**SolTrans Contact Information**

Beth Kranda, Executive Director  
SolTrans  
311 Sacramento St.  
Vallejo, CA 94590  
Attn:  
Telephone: (707) 736-6990

**Contractor Contact Information**

[CONTRACTOR PROJECT MANAGER]  
[STREET ADDRESS]  
[CITY, STATE, ZIP]  
[TELEPHONE NUMBER]  
[EMAIL]

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

## APPENDIX B: SAMPLE CONTRACT

Solano County Transit - SolTrans  
Standard Professional Services Contract  
Project: [Enter Solicitation Title]

### 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

##### 3. Tasks

##### 4. Deliverables

## APPENDIX B: SAMPLE CONTRACT

Solano County Transit - SolTrans  
Standard Professional Services Contract  
Project: [Enter Solicitation Title]

### 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 [\_\_\_\_], 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. Mileage (at the then current IRS rate) and travel time and reasonable expenses will be paid for any travel agreed to in advance by SolTrans, and should be included in the invoice.

## APPENDIX B: SAMPLE CONTRACT

**Solano County Transit - SolTrans**  
**Standard Professional Services Contract**  
**Project: [Enter Solicitation Title]**

### 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.

## APPENDIX B: SAMPLE CONTRACT

**Solano County Transit - SolTrans**  
**Standard Professional Services Contract**  
**Project: [Enter Solicitation Title]**

**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

## APPENDIX B: SAMPLE CONTRACT

**Solano County Transit - SolTrans**  
**Standard Professional Services Contract**  
**Project: [Enter Solicitation Title]**

to be applicable to any of such damages or claims for damages. The provisions of this Section shall 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.



## APPENDIX B: SAMPLE CONTRACT

**Solano County Transit - SolTrans  
Standard Professional Services Contract  
Project: [Enter Solicitation Title]**

**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.

## APPENDIX B: SAMPLE CONTRACT

**Solano County Transit - SolTrans  
Standard Professional Services Contract  
Project: [Enter Solicitation Title]**

**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,

## APPENDIX B: SAMPLE CONTRACT

**Solano County Transit - SolTrans**  
**Standard Professional Services Contract**  
**Project: [Enter Solicitation Title]**

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.

## APPENDIX B: SAMPLE CONTRACT

**Solano County Transit - SolTrans**  
**Standard Professional Services Contract**  
**Project: [Enter Solicitation Title]**

- 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.

## APPENDIX B: SAMPLE CONTRACT

**Solano County Transit - SolTrans**  
**Standard Professional Services Contract**  
**Project: [Enter Solicitation Title]**

**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

## APPENDIX B: SAMPLE CONTRACT

### **Solano County Transit - SolTrans Standard Professional Services Contract Project: [Enter Solicitation Title]**

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

## APPENDIX B: SAMPLE CONTRACT

### **Solano County Transit - SolTrans Standard Professional Services Contract Project: [Enter Solicitation Title]**

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

## APPENDIX B: SAMPLE CONTRACT

**Solano County Transit - SolTrans  
Standard Professional Services Contract  
Project: [Enter Solicitation Title]**

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.