REQUEST FOR PROPOSAL

FOR

TRANSIT OPERATIONS AND
MAINTENANCE SERVICES

Solano County Transit (SolTrans)
Vallejo, California

SOLICITATION NO. 2019-RFP-05

PROPOSALS DUE
December 18, 2019

ISSUED FOR SOLICITATION

October 18, 2019
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I. NOTICE TO CONTRACTORS

NOTICE IS GIVEN that sealed proposals are requested by Solano County Transit, (SolTrans), a Joint Powers Authority, for Transit Operations and Maintenance Services. All proposals shall be submitted in response to the conditions of this REQUEST FOR PROPOSALS for Transit Operations and Maintenance Services (hereinafter referred to as RFP), dated October 18, 2019, said RFP being on file in the offices of SolTrans located at 311 Sacramento Street, Vallejo, California, 94590.

Proposals must be contained in sealed envelopes and appropriately labeled as described in the Section entitled Schedule and Submittal Instructions. Proposals must be received at the offices of SolTrans, on or before December 18, 2019 at 4:00p.m. Pacific Standard Time.

Proposals received after December 18, 2019 at 4:00p.m. Pacific Standard Time may be returned unopened.

A. Obtaining Documents

Proposal documents may be obtained electronically at:

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

B. Validity of Proposals

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

C. Pre-Proposal Conference

October 30, 2019 at 11:00 a.m., at 1850 Broadway Street, Vallejo, CA.

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:

John Sanderson
Project Manager
311 Sacramento Street
Vallejo, CA 94590
john@soltransride.com
(707) 736-6990
All emails sent to SolTrans and/or its Project Manager are the sole responsibility of the PROPOSER to confirm receipt.

E. Equal Employment Opportunity and DBE/SBE Requirements

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

Although there is no specific goal or requirement to include Disadvantage Business Enterprises (DBE) for this project, SolTrans highly encourages the participation of Disadvantaged Business Enterprises (DBE). SolTrans encourages all prime Contractors to 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.
SECTION 1. GENERAL INFORMATION

1.1 PROCURING AGENCY AND PROJECT MANAGER

<table>
<thead>
<tr>
<th>Solicitation No.:</th>
<th>2019-RFP-05</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procuring Agency:</td>
<td>Solano County Transit (SolTrans)</td>
</tr>
</tbody>
</table>
| Address:          | 311 Sacramento Street  
                   Vallejo, California 94590 |
| Project Manager:  | John Sanderson |
| Telephone No.:    | (707) 736-6990 |
| E-mail:           | john@soltransride.com |

1.2 GENERAL OVERVIEW

This Request for Proposals (RFP) is being issued by SolTrans pursuant to the Federal Transit Administration’s Best Value Procurement Guidelines to select an independent contractor for Transit Operations and Maintenance Services. Staff of the successful contractor 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. The selected Contractor will be required to maintain offices at SolTrans’ Operations and Maintenance Facility at 1850 Broadway Street in Vallejo, CA. The Contract shall be based on a firm-fixed price per Revenue Hour, plus a firm-fixed Monthly Rate. The services to be provided under this RFP are:

- Local fixed route bus service
- Regional commuter express (Solano Express) bus service
- Complementary ADA paratransit, including scheduling and dispatching
- Telephone customer service and information dissemination
- Customer Service/Ticket Sales at the Broadway Facility and Vallejo Transit Center
- Revenue and non-revenue vehicle maintenance
- Required bid on SolTrans Optional item: Facility maintenance and janitorial at two transit centers, one operations/maintenance facility, SolTrans Curtola Park and Ride Hub, and York/Marin lot at the Vallejo Transit Center
- Required bid on SolTrans Optional item: Maintenance and janitorial (cleaning) at approximately 450 bus stops throughout the cities of Vallejo, Benicia, and Solano County

Solano County Transit is referred to as SolTrans. PROPOSERS are referred to as the PROPOSER or Bidder or Contractor or CONTRACTOR.
PROPOSER will be required to include a Performance Bond in its proposal under this RFP. The value of the expected bond amount shall equal the total dollar amount proposed in the final year of PROPOSER’S proposal for services under this RFP.

PROPOSERS shall provide a clear, concise explanation of the proposer’s capability to satisfy the requirements of this RFP and the attached Sample Contract. Each proposal shall be submitted in the requested format and shall provide all pertinent information, including but not limited to, information relating to the contractor’s capability, experience, financial resources, management structure and key personnel, and other information as specified 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 background information, including relevant project and other related information.

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.

The appendices and attachments contain additional information required for proposal preparation and includes the Scope Work, Required Forms, Reference Lists, 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.

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 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 Contract, thoroughly.
- Register as a SolTrans Vendor at soltrans.org/more/resources/doing-business-with-soltrans/vendor-registration
- Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP.
Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws, rules and regulations that may affect costs, permitting, progress, performance, or services.

Clarify, with SolTrans, any conflicts, errors, or discrepancies in this RFP prior to the PROPOSER Questions/Clarifications submission deadline as provided in the RFP Schedule.

Agree not to collaborate or discuss with other PROPOSERS the content of the proposal or service fees proposed.

Prior to submitting a proposal, each PROPOSER will, at his/her own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project that PROPOSER deems necessary to determine its proposal.

Each PROPOSER shall use mail, fax, email or other delivery method or mechanism at its own risk, and SolTrans shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.

Each PROPOSER must submit its proposal for the entire scope of services.

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.
- Acceptance of a proposal by SolTrans obligates the PROPOSER to enter into a Contract with SolTrans for the performance of the services chosen by SolTrans at its sole discretion.
The Contract shall not be binding or valid against SolTrans unless and until it is executed by SolTrans and the selected PROPOSER, and any required bonding, insurance, or other surety guarantee has been accepted by SolTrans.

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

1.7 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.
SECTION 2. BACKGROUND

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

2.1 AGENCY DESCRIPTION

SolTrans is a Joint Powers Authority that provides public transportation to the Southern Solano County Cities of Vallejo and Benicia.

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

SolTrans provides local and express bus service to the Solano County Cities of Vallejo, Benicia, Fairfield, and Suisun City, with regional connections to rapid transit service in the Contra Costa County communities of El Cerrito, Pleasant Hill and Walnut Creek. The SolTrans fixed route fleet consists of 21 diesel hybrids, 1 compressed natural gas, and 2 battery electric buses for local service, and 18 over-the-road buses for express service, of which 16 are powered by compressed natural gas and the remainder are diesel fueled.

In addition to fixed route service, SolTrans provides ADA complementary paratransit bus service, and partners with STA and the County of Solano to administer Local and Intercity Taxi programs and a subsidized Lyft program. The ADA Paratransit fleet consists of 12 gasoline and 2 compressed natural gas fueled cutaway vehicles.

Organizational Structure

There are 13 staff that work directly for SolTrans located at 311 Sacramento Street, Vallejo Transit Center (VTC) and at the Operations and Maintenance Facility. SolTrans contracts with a third-party contractor, currently National Express Transit (NEXT), to perform the operations and maintenance services function of the transit system. There are approximately 100 NEXT employees who consist of drivers, road supervisors, dispatchers, customer service representatives, mechanics for vehicles, bus stop maintenance, and building maintenance of the Operation and Maintenance Facility at 1850 Broadway Street, Vallejo. In addition, there are 5 NEXT management personnel. Customer service functions are performed at VTC as well as at the Operations and Maintenance Facility.
2.2 PROJECT DESCRIPTION

Fixed Route and Commuter Services

SolTrans generally operates a timed-transfer system of 9 regular and 5 limited service routes (school trippers). Local fixed route and commuter services operate on headways that typically vary between 15 to 60 minutes throughout the day. SolTrans operates its full platform Monday through Friday, with limited service on Saturday and Sunday. The system provides commuter express bus service between Fairfield, Vallejo, and El Cerrito del Norte, Walnut Creek, and Pleasant Hill BART stations which operate on 15-30-minute headways. The fixed route local and commuter fleet operates approximately 1,805,652 total miles annually.

SolTrans services and bus schedules, along with a system map, can be found on SolTrans’ website at soltrans.org. Service hours vary by route. The Red Line commuter route has the longest service span, operating weekdays between the hours of 4:30 a.m. to 11:45 p.m., Saturday from 6:30 a.m. to 11:30 p.m., and Sunday from 8:30 a.m. to 9:30 p.m. Most local routes operate roughly from 5:30 a.m. to 7:45 p.m. on weekdays, 6:45 a.m. through 7:30 p.m. on Saturday, and 8:30 a.m. to 7:30 p.m. on Sunday. No service, or reduced service, is offered on holidays.

SolTrans will provide the successful CONTRACTOR with a comprehensive array of modern transit technologies, including paratransit scheduling software, an AVL/CAD fixed route intelligent transit system, fixed route scheduling software, and more, to support daily operations.

ADA Paratransit

SolTrans’ ADA Paratransit bus service is available to qualified and certified persons with disabilities who are unable to use a regular SolTrans fixed route bus, access a SolTrans bus stop, or otherwise navigate the regular fixed route bus system due to a disabling condition as defined by the Americans with Disabilities Act (ADA). SolTrans’ ADA Paratransit provides service parallel to the local fixed route system, operating the same hours and days, and serves within the city limits of Vallejo and Benicia, within ¾ of a mile from any active local SolTrans fixed route.

Annually, SolTrans’ anticipates it will provide approximately 10,700 paratransit revenue service hours. Fiscal Year (FY) 2018-19 revenue service hours provided were 10,688, and total hours were 12,596. Better baseline paratransit revenue hour and mile figures will be available in late 2019. Revenue service miles are expected to be approximately 154,818 miles, with 173,010 total miles.

PROPOSER will provide all maintenance services for SolTrans’ diverse and modern transit fleet. The SolTrans fleet consists of approximately 57 buses, ranging in size from 22’ cutaways in ADA Paratransit Service to 40’ low-floor buses and 45’ over the road coaches. The fleet is powered by a mix of gasoline, compressed natural gas.
(CNG), diesel-electric hybrids, and all-electric. SolTrans is committed to sustainability and will be obtaining more CNG and electric buses in the future.

**Vehicle Maintenance**

A Vehicle Maintenance Plan will be developed documenting the manufacturers’ recommendations in the form of Preventative Maintenance Inspection sheets.

**Customer Service**

PROPOSER will provide customer service in the form of phone and in-person interaction with customers and shall always communicate with customers and SolTrans staff with courtesy and respect. In addition to occasional walk-in visitors to the Operations and Maintenance Facility (lost and found is located there), PROPOSER shall be responsible for staffing the ticket office at the Vallejo Transit Center (VTC) between the hours of 5:00 a.m. and 5:00 p.m. Monday through Friday and 8:30 a.m. to 4:00 p.m. on Saturday. The VTC is the designated SolTrans’ Clipper fare card servicing location, where Clipper cards are purchased and funds added.

**Bid for SolTrans Optional Task**

The above tasks (fixed route/commuter, ADA Paratransit, and vehicle maintenance) are required of all PROPOSERS and will be awarded to a single PROPOSER based on the criteria contained in this solicitation. Those tasks will be referred to as core functions. In addition to core functions, SolTrans requires all PROPOSERS to submit separate pricing and staff planning to perform Bus Stop and Transit Center Maintenance Repair and Cleaning Services.

SolTrans features approximately 380 bus stops without shelters, and approximately 72 bus stop locations with shelters. Bus stop maintenance shall include prompt repair of vandalized bus stop equipment such as shelter panels, schedule holders, signs, etc. Bus stop cleaning shall include frequent and regular cleanings and removal of debris and trash at all stops throughout SOLTRANS.

Maintenance and cleaning shall also be performed at the following Transit Centers:

- a. Sereno Transit Center, 750 Sereno Dr (shelters and public areas only)
- b. Vallejo Transit Center, 311 Sacramento St (shelters, walkways and public areas only)
- c. Curtola Park & Ride Hub, 801 Curtola Pkwy (shelters and public areas only)
SECTION 3. SCHEDULE AND 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 a written addenda.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>Request For Proposal Release Date</td>
<td>October 18, 2019</td>
</tr>
<tr>
<td>Recommended Pre-Proposal Conference</td>
<td>October 30, 2019, 11:00 am</td>
</tr>
<tr>
<td>Deadline for written Clarifications/Questions</td>
<td>November 15, 2019</td>
</tr>
<tr>
<td>Response to Requests for Clarification/Questions</td>
<td>November 22, 2019</td>
</tr>
<tr>
<td>Proposals Due from PROPOSERS</td>
<td>December 18, 2019</td>
</tr>
<tr>
<td>Interviews (If Required), Negotiation, Scoring</td>
<td>Week of January 27, 2020</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>Week of February 4, 2020</td>
</tr>
<tr>
<td>Projected Contract Award Date (SolTrans Board Approval)</td>
<td>March 19, 2020</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>July 1, 2020</td>
</tr>
</tbody>
</table>

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

3.2 DUE DATE AND PROPOSAL SUBMISSION

Sealed proposals must be received no later than Wednesday, December 18, 2019, at 4:00 p.m. at the address below. Proposals and subsequent offers shall be valid for a period of one hundred and twenty (120) days. The term of this agreement shall be for five (5) years from the effective date (anticipated to be July 1, 2020), with five (5) one-year options.

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

3.3 PROPOSAL PACKAGING REQUIREMENTS

Proposals shall be submitted in two (2) separately sealed packages defined below. Each package shall be marked as specified below and shall contain all the proposal documents for which the package is required to be marked. These requirements
shall apply to any Best and Final Offers which may be requested later in the procurement.

PACKAGE NO. 1: TECHNICAL PROPOSAL

SOLTRANS 2019-RFP-05

1. Letter of Transmittal
2. Technical Proposal
3. References and Non-priced Information (if provided by PROPOSER)

SUBMITTED BY: ________________________________

(PROPOSER’S name and address)

PACKAGE NO. 2: PRICE PROPOSAL

SOLTRANS 2019-RFP-05

1. Price and Proposal
2. Pricing Schedule
3. Supporting Data

SUBMITTED BY: ________________________________

(PROPOSER’S name and address)

No cost, price, or financial information of any kind shall be included in any of the proposal documents in Package No. 1.

Proposal packages shall be addressed and delivered to the address specified in Section 3.2 and can also be found in the Procuring Agency and Project Manager Section of this RFP (Section 1.1).

Each package shall include one (1) original, four (4) copies, and one (1) digital copy on a USB flash drive.

3.4 PRE-PROPOSAL CONFERENCE

A recommended pre-proposal conference will be held at 1850 Broadway St. in Vallejo, which is the location of SolTrans’ Operations and Maintenance functions, on Wednesday, October 30, 2019, at 11:00 a.m.

PROPOSERS are requested to submit written questions to the Project Manager via email to john@soltransride.com. PROPOSERS are reminded that any changes to the
3.5 PROPOSER COMMUNICATIONS AND REQUESTS

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 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, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified services or cost cutting measures. The PROPOSER making the request shall be responsible for its proper delivery to the Project Manager on the form provided in Appendix B.1 “Request for Pre-Offer Clarification or Change.”

Any request for a change to any requirement in this RFP must be fully supported, pertinent information evidencing that the exception will result in

1. A condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements, or
2. A condition that supports SolTrans’ interest in innovative concepts or investments for enhancing efficiency and/or service.

SolTrans may or may not choose to incorporate Pre-Offer Changes into the RFP process. Should SolTrans choose to modify the RFP to allow the requested Pre-Offer Change, SolTrans will notify all potential PROPOSERS in the form of an addendum to this RFP. Only written responses provided as addenda shall be official and all other forms of communication with any officer, employee or agent of SolTrans shall not be binding on SolTrans.

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 offers.

3.6 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. SolTrans shall provide
copies of addenda to all prospective PROPOSERS officially known to have received the RFP. Prospective PROPOSERS, or their agents, shall be responsible for collecting any addendum from the Project Manager.

Notifications and/or any actual addendum will be posted on the SolTrans project website at soltrans.org/more/resources/doing-business-with-soltrans/procurements and also be emailed to all such prospective PROPOSERS officially known to have received the RFP and to the email address provided by each prospective PROPOSER.

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 B.2 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 project updates, vendors must register at: soltrans.org/more/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.

3.7 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS

Proposals stating conditions, exceptions, reservations or understandings (hereinafter called deviations) relating to the RFP may be rejected. PROPOSER may submit an alternate proposal that states deviations so long as a basic proposal not containing deviations is submitted in the same package. Any alternate proposal shall include a price proposal in accordance with Price Proposal Requirements Section 4.6.

Any and all deviations must be explicitly, fully and separately stated in the proposal by completing form(s) provided in Form for Proposal Deviation (Appendix B – Required Forms), setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by SolTrans. All deviations not found by SolTrans to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the PROPOSER receiving a more or less favorable evaluation than without the deviation.

3.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of a proposal previously submitted will be accepted by SolTrans only if the modification is received prior to the Proposal Due Date, or is specifically requested by SolTrans, or is made with a requested Best and Final Offer (BAFO). All modifications
shall be made in writing and executed and submitted in the same form and manner as the original proposal.

An OFFEROR may withdraw a proposal previously submitted prior to the Proposal Due Date by submitting, in the same manner as the original proposal, to SolTrans a written request for withdrawal executed by the OFFEROR'S authorized representative. After the proposal due date, a proposal may be withdrawn only if SolTrans fails to award the Contract within the proposal validity period prescribed in Due Date (Section 3.2) or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of an OFFEROR to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be used by an OFFEROR as a means to submit a late proposal and, as such, will not alter SolTrans' right to reject a proposal.

3.9 CALIFORNIA LABOR CODE

PROPOSERS are reminded to review requirements of California Labor Code 1070-1074.

3.10 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 labor and supervision, as required under the Contract. Any proposal submitted must be for the entire scope of services including any requested optional services. The CONTRACTOR shall conduct all work in the CONTRACTOR’s own name and as an independent contractor, and not in the name of, or as an agent for SolTrans.

4.2 PROPOSAL FORMAT, PAGE LIMITATION, AND CONTENT

Proposals shall be submitted in 8-1/2 x 11 size. Offers shall be typed in 12 point font, and double spaced. Proposals shall be limited to 150 pages unless otherwise specified in the RFP, and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Information shall be presented in the order in which it is requested.

4.3 TECHNICAL PROPOSAL REQUIREMENTS

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

A package shall be addressed to the Project Manager and must, at a minimum, contain the following:

1. Letter of transmittal
   a. Identification of the offering firm(s), including name, address and telephone number of each firm;
   b. Proposed working relationship among offering firms (e.g., prime/sub), if applicable;
   c. Name, title, address and telephone number of contact person during the period of proposal evaluation;
   d. A statement to the effect the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
   e. Signature of a person authorized to bind the offering firm to the terms of the proposal.

2. Acknowledgement of receipt of RFP addenda (Appendix B - Required Forms), if any;

3. Complete the Lobbying Certification (Appendix B – Required Forms)

4. Complete the Non-Collusion Affidavit (Appendix B – Required Forms)
5. Complete the Debarment and Suspension Certification (Appendix B – Required Forms)

6. Complete the Form of Proposal Deviation (Appendix B – Required Forms), if any;

7. Complete the Pricing Schedule (Appendix B – Required Forms), also see Section 4.6 for other details.

8. Complete the Proposed Staffing and pricing requirements

4.4 PROPOSER QUALIFICATIONS STATEMENT

This section of the proposal should establish the ability of the PROPOSER to satisfactorily provide the required services by reasons of: demonstrated competence in the service to be provided; the nature and relevance of recently awarded work; staffing capability, work load; strength and stability as a business concern.

Provide a brief profile of the firm, including its principal line of business, the year founded, form of organization (corporation, partnership, sole proprietorship), number and location of offices, licenses held, number of employees, and a general description of the firm’s financial condition. In addition, provide audited financial statements for the last three years. Identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede the PROPOSER’S ability to complete the project. Describe the firm’s experience in providing like services to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Identify DBE (Disadvantaged Business Enterprise) status if applicable. Identify subcontractors, if any, by company name, address, contact person, and telephone number and project function. Identify DBE status if applicable. Provide the same information for each subcontractor as requested above, and describe any experience working with each subcontractor, if applicable.

In addition, for each project cited as related experience, furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. The PROPOSER may also supply references from other work not cited in this section as related experience. Listing of references shall include a detailed description of the work performed for the client referenced. PROPOSER must provide, as a minimum, three references.

4.5 IMPLEMENTATION PROGRAM

PROPOSER shall provide the all the following plans within their service proposal, (and all plans as described in this RFP).

1. Proposed Management Plan

2. Proposed Operations Plan

3. Proposed Vehicle Maintenance Plan

4. Proposed Facility Maintenance Plan
5. Proposed Bus Stop/Shelter Maintenance Plan
6. Proposed Safety Plan
7. Proposed Training Program
8. Proposed Start-up Plan
9. Proposed Hiring of Employees
10. Proposed Job Classification and Wage Scales for each position per year

4.5.1 Management Plan

PROPOSER shall provide a description of the Management Plan for this project, including a detailed description of the PROPOSER’S understanding of the work to be performed. The PROPOSER shall also include:

1. An action plan to achieve the start date. The action plan should include personnel recruitment and training strategies acknowledging the challenges involved in training of existing employees (who will be performing SolTrans’ duties for incumbent contractor) prior to contract initiation, with a plan for ensuring adequate startup training for all employees without impacting SolTrans’ ongoing revenue service provision.

2. A graph/chart showing the phases or timeline of startup activity and training leading up to the initiation of the contract and delivery of revenue service.

3. An overall organizational chart for the SolTrans project, showing the level of staffing required for meeting the requirements of the proposal for start-up and ongoing operations and maintenance. Modifications from the current contractor staffing levels shall be noted and explained. An additional organizational chart shall depict PROPOSER’S corporate support showing how that will be involved in the SolTrans project, illustrating key personnel at the corporate level and continue down to the lowest reporting level. The SolTrans Project PROPOSER Organizational chart shall indicate the number of each type of employee, job title, and wage. This chart shall identify all required personnel (i.e. operators, mechanics, dispatchers, road supervisors, administrative employees, etc.) by part-time and full-time status for the baseline service level required by SolTrans.

4. Specific information as to what each primary/supervisor’s job duties will entail, how much control they will have over the operation at the local level, how they will be deployed to ensure constant supervision of operations, and how much of their time will be dedicated to the contract during the start-up tasks.

5. Resumes for each of these key personnel shall be provided in the proposal: General Manager, Operations Manager, Safety Manager, and Maintenance Manager. SolTrans reserves the right to interview and/or approve each person being submitted for these four key management positions.
6. The identities of other employees (i.e. individuals, functions/responsibilities, and start dates) that are exclusively start-up only and not permanent ongoing staffing.

7. Each of the key management positions necessary and a description of the duties. SolTrans expects that each key management position will have prior public transportation industry experience and may be required to have a valid class B license with passenger endorsements, unless waived by SolTrans. As stated in other areas of this RFP, SolTrans reserves the right to require PROPOSERS to remove any individuals from SolTrans property and/or employment or work on SolTrans services at any time.

4.5.2 Operations Plan

The PROPOSER shall describe the strategy for implementing service that meets SolTrans’ requirements, including procedures to ensure quality service delivery, road supervision, and emergency and incident management procedures that will be used by the PROPOSER. The following should be the minimum included in the Plan, along with other elements that PROPOSER deems significant for meeting the service requirements and expectations of SolTrans:

1. Describe the reporting structure, and provide job descriptions and numbers of individual managers, supervisors, and operators that are responsible for the daily on-street operation. An organizational chart must be provided by all PROPOSERS.

2. Describe the methodology that PROPOSER will use to ensure quality control of the on-street operation. The described methodology shall include, but not be exclusive of, proposals for maintaining on-time performance, ensuring the provision of timely and professional customer service, addressing customer complaints received by SolTrans and/or PROPOSER, vehicle maintenance strategies, safety focused on preventing and addressing vehicle and passenger accidents, maintaining clean vehicle appearance at all times, effective run-cutting and management of extra-board staffing, maintaining employee morale and sense of teamwork, and resolution of on-street issues. All complaints received by contractor must be immediately logged into SolTrans’ Customer Relations Management database (CRM).

3. Provide the number of, as well as a work schedule for, dispatchers and road supervisors required to ensure adequate coverage during all hours of revenue service.

4. Describe procedures as to how PROPOSER will handle accident/incident investigations and reports of same. SolTrans requires the following (at a minimum) procedures be followed when accidents/incidents occur: a verbal communication from PROPOSER to SolTrans within one hour of occurrence, followed by a written report within 5 business days. SolTrans may also require a preliminary written report containing the known facts of the event by the next business day. After an investigation by PROPOSER (within 5 working days),
accidents and incidents shall be graded as Code 1-3 in severity according to SolTrans policy, and as Preventable or Non-Preventable per National Safety Council standards.

5. Provide a sample, comprehensive Drivers Manual that would address the following in detail:
   a. Driver Qualifications (job description, training requirements, evaluation/discipline process, licensing requirements, minimum guidelines for performance, etc.);
   b. Driver Duties (including pre and post trip inspections, marketing/outreach support, dress code, incident/accident reporting, mileage and hours reporting, and passenger counts on GFI and non-GFI vehicles, etc., usage of AVL/CAD equipment, announcement of stops, etc.);
   c. General Rules and Policies (work rules, personnel policies including absenteeism and extra-board procedures, procedures such as transfers and fare collection, procedures for taking vacation/sick time, employment agreements, substance abuse awareness, employee benefits/assistance program, traffic/safety rules, late/missed trip policies, procedures for communication between operators and management on new operational policies, any other topic required by local, state or federal laws/regulations such as announcing stops and other ADA compliance measures);
   d. Vehicle Orientation (Standard Operating Procedures including public address system, AVL/CAD System, electronic headsigns, wheelchair lift operation, kneeling, radio/communication procedures, safety policies while on duty on SolTrans property and in vehicles, driving theory on defensive driving and accident avoidance, disability awareness/sensitivity and methods for assisting passengers with disabilities, and all other policies/procedures critical for the efficient and safe operation of SolTrans equipment.)

6. The Drivers Manual will be attached as an appendix to the proposal. PROPOSER shall ensure that the SolTrans has the most current Drivers Manual at all times.

7. PROPOSER is responsible for helping SOLTRANS with the tracking, collecting, and preparing of National Transit Database (NTD) report data. The PROPOSER must show and/or document who will perform these duties and their competency in accomplishing this task in accordance with Federal Transit Administration (FTA) guidelines. SolTrans may also require PROPOSER’s assistance with passenger mile sampling, as required by NTD every three years. In this case, PROPOSER must describe the method/process in which PROPOSER would collaborate with SolTrans to meet this federal requirement.

8. Describe in detail how PROPOSER’S would adapt if one or more of the Optional services bid (facility maintenance and janitorial, and bus stop/stations maintenance and janitorial) is awarded to another bidder or SolTrans vendor. PROPOSERS are to ensure that pricing for all other elements in PROPOSER
proposal are not impacted should SolTrans choose NOT to award these optional tasks to PROPOSER. PROPOSERS are to submit pricing that stands alone, not requiring modification whether SolTrans chooses to select PROPOSER to perform optional tasks or not.

9. Performance standards are specified in this RFP for many services. Please provide a table that 1) demonstrates your awareness and understanding of the standards, 2) strategies for meeting the standards, and 3) measures you would use to gauge your progress towards meeting the standards. SolTrans will require that PROPOSER provide at least monthly progress reports on how performance standards are being addressed or pursued, PLUS a monthly summary report of incentives earned and liquidated damages incurred (see Chapter 5). SolTrans reserves the right to meet with PROPOSER as necessary to ensure compliance with adopted performance standards and PROPOSER’S steps and schedule to correct deficiencies.

10. List all additional technology PROPOSER intends to use (not provided by SOLTRANS and listed in Appendix 8.1.1.3) for delivering services and managing operations, and describe how the specified technology would a) contribute to the efficiency and effectiveness of the system, b) minimize operating costs, c) improve performance reporting to SolTrans, d) enhance the customer experience, e) maximize employee productivity, etc. PROPOSER shall also provide information on useful life and replacement schedule(s) for any technology proposed and/or purchased. This narrative should include how PROPOSER will embrace, use, and ensure staff proficiency with the technologies being provided by SolTrans as well as all technologies that PROPOSER owns and brings to the SolTrans project.

NOTE: Technology equip.m.ent paid for directly by SolTrans shall become the property of SolTrans. Furthermore, all (electronic and tangible) data collected, stored, and produced by such technology shall become the property of SolTrans, and SolTrans shall dictate to PROPOSER how such data shall be provided to SolTrans upon its request. PROPOSER shall further retain such data for an amount of time specified by SolTrans. PROPOSER will not install any equip.m.ent in SolTrans’ buses or facilities without written permission from SolTrans.

11. PROPOSERS must describe how administrative and customer service functions will be performed at the customer service windows located in the Broadway Facility and at 311 Sacramento Street (VTC). SolTrans will require PROPOSER to provide these services on behalf of SolTrans. The customer service provided by PROPOSER’S employees will be subject to performance standards and measures as required by SolTrans.

12. PROPOSERS shall describe how they will schedule and deliver SolTrans’ ADA Paratransit demand response service per SolTrans policy, and in full compliance with 49 CFR Part 37, FTA Circular 4710.1. See Appendix A for ADA Paratransit Requirements and Appendix C for the current SolTrans Paratransit Riders Guide with service details.
4.5.3 Vehicle and Shop Equipment Maintenance Plan

PROPOSER shall provide a detailed description of the Vehicle Maintenance Plan to be used. The program shall meet or exceed SolTrans’ requirements as stated in Section 2.2. The following shall be included at a minimum:

1. The Maintenance Plan shall detail how the following areas will be addressed, including how Maintenance activity will be documented using SolTrans’-provided systems, and any other Maintenance Software that PROPOSER chooses to use at SolTrans:
   - Preventive Maintenance Inspections, per OEM recommended schedule or better, including miles and dates due/performed
   - General repairs, including work orders, time spent, parts, etc. by date and bus
   - Minimum parts inventory and value, and parts (and values) consumed per bus (work orders)
   - Optimal scheduling of maintenance activities (where possible) to ensure maximum fleet readiness
   - Major Component rebuild or replacement, including expected expenses and strategies for eliminating or limiting the need for major component replacements
   - Bus washing plan, including who/when and how often at a minimum
   - Specialized equipment repairs, including CNG Buses, Diesel-Electric Hybrid Buses, Electric Buses, and bus equipment: AVL/CAD systems, automatic passenger counters (APCs) destination signs, GFI farebox, HVAC, and video monitoring systems, and other bus systems.
   - Federal Transit Administration and Caltrans Compliance

2. Provide maintenance procedures for responding to on-street Major and Other Mechanical Service failures (road calls), with plan to minimize adverse effects on revenue service.

3. Provide the goals and objectives of the maintenance program such as reducing the frequency of road calls and reducing/tracking maintenance cost compared to operating cost and reducing the frequency and severity of major component failures. The plan should define how such goals and objectives will be achieved and how progress towards meeting them will be tracked and reported to SolTrans.

4. Provide number and type of personnel proposed for each type of maintenance function (A Mechanics, B Mechanics, etc.), including service, cleaning, general repair, preventive maintenance, parts, etc. In addition, convert these numbers to the mechanic-to-bus ratio by sub-fleet.

5. Submit the procedures that PROPOSER will use to ensure internal maintenance quality control and follow up and indicate the individual(s) responsible for this
quality control. Describe PROPOSER’s fleet maintenance software and how it will support quality control.

6. Indicate how maintenance reporting requirements will be met. All maintenance must meet SolTrans, FTA, and DOT regulations and requirements. Additionally, PROPOSER will be required to submit necessary financial and performance reports in such a manner that will allow SolTrans to finance maintenance expenses with federal grant funds. PROPOSER will be required to submit various maintenance data to SolTrans with reports in electronic or written format as required by SolTrans.

7. The collection of farebox revenue is critical for financing operations and maintaining grant eligibility. Please describe how PROPOSER’S staff will maintain SolTrans’ GFI electronic fareboxes, including quickly responding to farebox issues in the field, ensure that buses are probed every day, and ensure that fares are secured between the buses (where they are collected) and the point that they are processed for bank deposit. Currently, the SolTrans fare collection process is as follows: Fares from fareboxes are placed by CONTRACTOR staff into mobile vaults at Broadway. The mobile vaults are picked up by SolTrans’ Armored Car services Contractor and taken for cash processing and deposit. NOTE: Contractor staff are required to operate a forklift during pick up and drop off of the mobile vaults by SolTrans’ Armored Vehicle Contractor. All cash collected at the VTC ticket office are also picked up by Armored Vehicle Contractor and taken for processing and deposit. SolTrans has a contract with Garda for mobile vault pick up, cash fares, cash counting and deposit. Contract will have a final end date of January 2, 2023.

8. Describe process for submission of maintenance data to SolTrans.

4.5.4 Facilities Maintenance Plans

Includes separate maintenance plans for the Broadway Street Operations and Maintenance Facility, and bus stop and transit center maintenance repair and cleaning (required proposal for SolTrans option). Describe how all (required and optional) SolTrans facilities (listed under the Scope of Work in Appendix A of this RFP) and amenities will be maintained. SolTrans owns several FTA-funded facilities that PROPOSER may be required to maintain per FTA best practices, including the development of an FTA-approvable maintenance plan for each facility that is then followed to ensure routine maintenance is performed to ensure the longevity of the facility.

4.5.5 Safety Plan

Safety of passengers and the public is one of the most important aspects of providing public transportation. Every vehicle must meet all applicable state and federal laws for commercial vehicles carrying passengers in the State of California. The PROPOSER’S safety record shall be evaluated based on the following:
1. Overall company safety record in public transportation fixed route and dial-a-ride services. Provide accident rate in accidents per 100,000 miles and provide location data to ensure that PROPOSER has demonstrated safety in a similar setting.

2. The safety record (accident rate) of at least three (3) of the PROPOSER’S previous or current public transportation contracts that compare in size and complexity to the services being proposed. The provided safety records shall also include a list of any insurance claims valued over $25,000 that were paid by PROPOSER.

3. Provide a summary copy of PROPOSER’S Safety Program. Safety Programs may include customer relations, defensive driving, refresher training, safety meetings, safety incentives, sensitivity training for disabled riders, etc.

4. Provide a summary copy of PROPOSER’S emergency response plan for Hazardous Materials for both the operational facility site and on-street incidents. PROPOSER must submit an Emergency Response Participation Plan that acknowledges SolTrans’ Emergency Response Plan (available for download at www.SolTrans.org), a Board-adopted plan that outlines how SolTrans and PROPOSER’s employees, acting on the part of SolTrans, play a key role in Bay Area emergency response plans. This clarifies that PROPOSERS employees are required to act as disaster response workers even though directly employed by a third-party. This includes PROPOSER’s employees mandatory reporting for duty in emergency scenarios, planning and practicing for various roles in emergencies, and performing duties outside their normal duties (evacuations, bus bridges, route modifications, hours modifications, etc.) as directed by SolTrans during emergencies. Contractor must participate in all ongoing EOP training and not just support SolTrans during an actual emergency.

5. Explain the creation and role of a Safety Committee in developing and ensuring a team approach to maximizing operational safety, as well as the composition of said Committee.

6. PROPOSERS explain your approach to maintaining safe bus facilities and amenities, including the required (but OPTIONAL task) of bus stops, bus shelters, transit centers and other facilities and amenities maintained by PROPOSER.

4.5.6 Training Program

The PROPOSER shall provide a detailed description of all training that will be provided to each operator, maintenance and administrative personnel throughout the contract term.

1. Outline training requirements for mechanics, service, and cleaning personnel. Indicate how and where vehicle maintenance training will be provided.

2. Describe how ADA Paratransit schedulers will be trained to use Trapeze or an equivalent or other scheduling program to schedule ADA Paratransit rides and
track data, as required by SolTrans, in the most efficient manner that will maximize productivity and/or service quality.

3. Submit a calendar of classes showing how PROPOSER will meet the minimum hours of operator training requirement. This calendar must show how PROPOSER will meet the minimum number of operators for start-up without impacting existing operations.

4. Submit a sample of the classroom training program content and the behind-the-wheel program content in outline form. SolTrans requires a minimum of 80 total hours of training per new hire prior to placing individual into revenue service. Provide sample documentation of course material currently used for operator instruction. Within this required 80-hour training period, PROPOSER shall instruct drivers in at least eight (8) hours of defensive driving training, and (3) three hours of disability awareness sensitivity training, which includes ADA regulations and procedures; a half hour (.5) of sexual harassment training; plus five (5) hours of passenger control/difficult passenger training. Submit an outline, or current procedure, used for on-going/refresher training of operators. PROPOSER shall be required every year to ensure all operating personnel associated with this contract receive at least the required sixteen (16) hours of special Department of Motor Vehicles training and eight (8) hours of recurrent transit certificate training.

5. Indicate the number of operator instructors that will be required to complete start-up and ongoing training, both classroom and behind-the-wheel instruction (indicate temporary start-up training personnel vs. permanent training personnel). Indicate which of the PROPOSER’S instructors are local and familiar with the geographic area of SolTrans and routes proposed.

6. Indicate all other training requirements that PROPOSER anticipates for start-up, i.e. dispatchers, ADA paratransit schedulers, road supervisors, support staff, etc.

7. PROPOSER shall submit documentation showing their SolTrans technology training materials that include training to ensure all employees are able to effectively master and use all the technology provided to PROPOSER by SolTrans (See Appendix C) This requirement shall apply to incumbent contractor as well, whom SolTrans will require to submit a set of transit technology training materials to improve adoption and integration of existing tools.

8. The PROPOSER shall provide documentation of their training program designed to meet the FTA Security Awareness Training.

9. PROPOSER shall provide a list of all personnel positions who will be computer fluent, the computer programs/applications in which they will be fluent, and how individuals in these positions shall be adequately trained to ensure uninterrupted performance of duties and responsibilities as expected by SolTrans. SolTrans realizes that computer fluency may be taught, and PROPOSER may propose to train individuals to acquire basic computer skills and fluency for certain
positions; however, SolTrans will not excuse PROPOSER from its obligations under the contract in such situations.

a. At a minimum, fluency shall include a working knowledge of Microsoft Word, Microsoft Excel, how to navigate the internet, and how to perform all essential functions using software tools and portals provided by SOLTRANS or PROPOSER, necessary to meet the requirements included in this RFP.

b. For Dispatchers, Schedulers and individuals managing fixed route and ADA Paratransit operations, fluency, at a minimum, shall include the aforementioned computer skills, as well as a working knowledge of Trapeze (or other industry leading) scheduling software for fixed route/commuter and paratransit, unless otherwise waived by SolTrans.

SolTrans reserves the right to require that certain positions be filled with individuals who are computer fluent, as described above, and under no circumstances shall PROPOSER refuse to comply. SolTrans also reserves the right to increase the minimum standards for computer fluency throughout the contract period as required for PROPOSER to meet its contractual obligations.

NOTE: PROPOSER is further required to fill all positions with individuals who can read, write and complete surveys or other simple, written tasks as directed by SolTrans. Under no circumstances shall PROPOSER refuse to comply.

4.5.7 Transition and Start-Up Plan

The PROPOSER shall provide a comprehensive, detailed plan of how all transition and start-up tasks shall be completed. This plan shall address the activities and procedures that will be followed to ensure the smooth transition and start-up of service. The plan should document recruitment and training schedules, acquisition of necessary equipment, licenses, and all other activities necessary to implement a successful transit service program. This plan shall include a detailed chronology/calendar and explanation of all items listed. The end date of the start-up plan shall be the service start date.

4.5.8 Hiring of Employees

A successful recruitment program will require an aggressive hiring plan and competitive wages/benefits to hire and retain qualified employees, including existing employees working for incumbent contractor. Describe hiring strategy, anticipated turnover rate, incentive plans, retention strategies, and other assumptions regarding hiring plans to meet start-up requirements that indicate the PROPOSER’S understanding of the Solano County market and the current staffing levels, wages, and benefits of existing employees of incumbent contractor, both represented and non-represented.

PROPOSER must indicate hourly wage and/or salary to be paid for each position in order to demonstrate a realistic business plan for the Solano County market.
This description should include the following:

1. Advertising time frame and location of advertising. List all other recruiting plans, e.g. recruiting firms, job fairs, etc.

2. PROPOSER’S selection criteria shall meet or exceed SolTrans’ selection requirements for all employees that will operate a commercial vehicle on public rights-of-way.

3. Provide a sample or process for screening that will be used to ensure that all operators hired can understand and converse with dispatch, SolTrans, and customers. The process must also ensure that any candidates have the ability to complete any required forms or documentation.

4. PROPOSER’S understanding and compliance with California Labor Code Sections 1070 – 1074.

5. PROPOSER’S selection criteria and screening process for all positions beyond the bus operator position.

6. PROPOSER’S plan and process for hiring part-time or temporary employees versus full-time employees. PROPOSER shall clearly explain how filling positions with part-time and/or temporary employees will not compromise organizational or workplace stability and viability, contribute to high turn-over, interrupt service reliability, and impact the quality and level of service expected by SolTrans. PROPOSER will submit in a timely manner each roster/run cut to SolTrans for approval prior to each bus operator signup period, including the initial run cut at the start of contract, to ensure minimal employee disruption.

7. Given the demographics of SolTrans’ service area, hiring bilingual bus operators and customer service agents is of great value to the agency. Describe the plan for recruiting and retaining bilingual employees who are fluent in foreign languages, especially Spanish, which is commonly spoken in Vallejo and Benicia.

PROPOSER is required to hire for permanent positions as identified in the organizational chart submitted in its proposal. Should PROPOSER hire employees to fill positions or meet organizational needs on a temporary basis, PROPOSER must first obtain written approval from the SolTrans Executive Director or his/her designee, and SolTrans shall have the right to interview the temporary employee to assess his/her qualifications for meeting the organization’s needs. For purposes of this RFP, any individual contributing to SolTrans services, who is not on the organizational chart submitted in PROPOSERS proposal, shall be considered a temporary employee.

NOTE: If after 3-months PROPOSER should fail to fill (on a permanent basis) any position other than bus operator and mechanic positions, or if after two weeks PROPOSER should fail to fill (on a permanent or interim basis) a temporarily or permanently vacant General Manager, Operations Manager, Maintenance Manager or Safety Manager position, identified in the organizational chart, with a well-qualified individual acceptable to SOLTRANS, SOLTRANS, SolTrans shall be entitled to full
compensation for salaries and benefits allocated for that position on a pro-rated basis, until such time that the position is filled.

All employees must demonstrate the proper qualifications for obtaining and maintaining employment under the SolTrans contract with PROPOSER, and SolTrans reserves the right to have any employee of PROPOSER removed from employment and SolTrans property at any time and for any reason.

4.5.9 Job Classification and Wage Scales and Fringe Benefits

List all positions needed to fulfill the requirements of this RFP and document the duties of each Key Management position. List the wages for each of the positions necessary. As it is assumed that existing employees providing SolTrans services will be rehired under the new operations contract, effective in Fiscal Year 2019-2020, PROPOSER must also provide a list of these employees, their positions, their seniority, indication of part-time or full-time status, and the wage scales associated with each individual per year covered by the proposal. Please specify if any salary premiums (i.e. language premium) will be provided for any of the positions, as well. Please provide a comprehensive summary of employee fringe benefits (health and life insurance plans, including employee contributions levels, paid vacations, etc.) to be offered to each employee under PROPOSER’s staffing and cost proposal.

4.6 PRICE PROPOSAL REQUIREMENTS

A package shall be addressed to the Project Manager and must, at a minimum, contain the following:

- The PROPOSER is required to complete and execute the Pricing Schedule (Appendix B – Required Forms) and provide same in the price proposal.
- PROPOSER is also required to submit a detailed pricing schedule, using SOLTRANS format (See Appendix B – Required Forms), showing a breakdown of all fixed and variable costs associated with the pricing proposal contained on the Pricing Schedule.
- PROPOSER is also required to submit a separate detailed breakdown of all transition and start-up costs to be billed for the first year.
- PROPOSER is also required to submit a separate price proposal for the Bus Stop and Transit Center Maintenance Repair and Cleaning Option.

4.7 INSURANCE

Insurance must be provided for in accordance with the Sample Contract in Appendix D.
4.8 PERFORMANCE BOND

The PROPOSER will be required to include a Performance Bond in its proposal in accordance with this RFP. PROPOSER shall include a valid Performance Bond in a form satisfactory to SolTrans, and in an amount equal to the dollar amount in the final year of services as proposed by the PROPOSER, guaranteeing the PROPOSER’s full performance under the Contract.

4.9 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 Appendices/Exhibits, Attachments, and Sample Contract.
SECTION 5. PROPOSAL EVALUATION AND SELECTION PROCEDURES

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 1.3 - 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 (PROPOSERS must propose for all elements: Fixed Route, Maintenance, and ADA Paratransit).

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 Federal Transit Administration’s (FTA) approved Third Party Contracting Guidance (FTA C 4220.1F) Best Value methodology. Per FTA’s Third-Party Contracting Guidance, Best Practices Procurement Manual, Best Value is defined 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 experience of the management team, creativity of proposal, quality and comprehensiveness of required plans. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to SolTrans.

The Evaluation Committee will make a recommendation to award to the 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. Discussions and negotiations may then be carried out 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 as described in Section 5.4
- Determine responsible PROPOSERS as described in Section 5.5
- Determine ranking based on percentages points as described in Section 5.6
- Identify the proposals that fall within the competitive range, which would be those proposals that are responsive, responsible, and whose percentage points are clear leaders amongst the proposers.
- Conduct Interviews, as necessary, with the proposers within the competitive range
- Request Best and Final Offers, 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 transit professionals internal and/or external to the Agency. The Evaluation Committee will carry out the detailed evaluations and report all of its findings to the SolTrans Executive Director for final approval.

5.4 DETERMINATION OF RESPONSIVENESS

SolTrans will consider all of the PROPOSER’S materials to determine whether the PROPOSER’S proposal is in compliance with the terms and conditions set forth in this RFP. PROPOSERS must submit all required information in the manner described,
5.5 DETERMINATION OF RESPONSIBLE PROPOSERS

This section contains proposal evaluation criteria, listed by their relative degree of importance, by which proposals from responsible PROPOSERS will be evaluated and ranked for the purposes of determining any competitive range and to make any selection of a proposal for a potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated on the Form for Proposal Deviation (Appendix B.7), which do not cause SolTrans to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.

The criteria are listed numerically by their relative order of importance. However, certain criteria may have sub-criteria that are listed by their relative order of importance within the specific criterion they comprise. Also, certain sub-criteria may have sub-criteria that are listed by their relative degree of importance within the specific sub-criterion they comprise. Non-price factors when combined are more significant than the price alone.

1. (PASS/FAIL) Affordability. The price proposals, which are expected to be in line with pricing paid by agencies comparable to SolTrans and delivering similar services, will be assessed for affordability as defined by SolTrans’ available financial resources and budget for operations and maintenance. PROPOSER may reference SolTrans’ Short Range Transit Plan (SRTP) and/or Comprehensive Operations Analysis (COA) for more information on available financial operating resources during the period covered by this RFP. SolTrans will not make an award for any proposal which proposes prices that would render the procurement unfeasible.

2. (PASS/FAIL) Unacceptable Exceptions, Conditions, Reservations and Understandings. Any exceptions, conditions, reservations or understandings that are explicitly stated on the required form Form for Proposal Deviation (Appendix B.7) will be evaluated for their acceptability. Each of any exceptions and/or conditions made in a proposal will be evaluated and SolTrans will determine their individual acceptability. An unacceptable exception, condition, reservation or understanding, if not withdrawn by the PROPOSER upon the request by SolTrans, would be cause for the proposal to be rejected. For the purposes of determining the competitive range, a proposal containing unacceptable exceptions, conditions, reservations or understandings may be included on the basis that the proposal is capable of being made acceptable provided that the PROPOSER withdraw or modify the unacceptable exceptions, conditions, reservations or understandings. Any exceptions, conditions, reservations or understandings which do not cause SolTrans to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.
3. (PASS/FAIL) Integrity and Satisfactory Performance. Evidence of satisfactory performance, a spirit of cooperation, integrity, and ethical business practices on similar contracts is required. The PROPOSER must have a satisfactory performance record demonstrated by positive, constructive feedback from references from past and current contracting agencies delivering services similar to that of SolTrans.

4. (PASS/FAIL) Sufficient Financial Strength. PROPOSER’S financial resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner. The following must be received and will be considered in evaluating financial strength:
   a. Compliance with financial requirements: Ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the PROPOSER can be insured for the required amount.
   b. Audited Financial Statements for the past three (3) years.

5. (PASS/FAIL) Compliance with Federal Requirements of this RFP. Required certifications, specified in this RFP, must be received and proposal must demonstrate current compliance or ability to comply if PROPOSER becomes the eventual, successful contractor.

6. Proposals will be evaluated against the pass/fail Criteria Numbers 1 through 5 above, and if PROPOSER passes these criteria, it will be deemed to be responsible. Any proposal which fails one or more of these criteria but is susceptible of being made to meet such failed criteria will also be considered responsible. Under any other circumstances, a proposal may not be considered to be responsible.

5.6 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. Non-price factors when combined are more significant than the price alone. The criteria are as follows:

1. Experience (15%): The following will be considered: a) breadth of company’s industry experience with similar transit contracts, b) level of prior public transportation experience and expertise of the management team, c) sufficiency of staffing and other resources (i.e. training, mentorship, etc.) for demonstrating the ability to perform per the contract and service delivery terms, d) safety record.
2. **Employee Protection (10%)**: PROPOSERS that declare that they, as the successful Contractor, will agree to retain the qualified employees of the current contractor and/or subcontractor(s) for a period of at least 90 days, in accordance with California Labor Code section 1072. PROPOSERS shall also be evaluated on their approach to ensuring that existing employees will not experience a negative employment impact should SOLTRANS select PROPOSER’s proposal. This can include ensuring employees do not lose pay or accumulated paid time off, or receive less attractive fringe benefit plans than they have under the incumbent contractor.

3. **Thoroughness and Comprehensiveness of Proposal and Supporting Documentation (40%)**: Each of the required plans must demonstrate the PROPOSER’S understanding of the RFP and describe how PROPOSER will work with SolTrans in delivering the services. The combination of these plans should demonstrate an PROPOSER who desires to work for SolTrans and provide high quality services.
   - Proposed Management Plan
   - Proposed Operations Plan
   - Proposed Vehicle Maintenance Plan
   - Proposed Facility Maintenance Plan
   - Proposed Bus Stop/Shelter Maintenance Plan
   - Proposed Safety, Security and Risk Management Plan
   - Proposed Training Program
   - Proposed Startup Plan
   - Proposed Hiring of Employees
   - Proposed Job Classification and Wage Scales
   - Qualifications Statement and Criteria

4. **Capability and Commitment to Master and Fully Utilize Technologies and Alternative Fuels (40%)**: SOLTRANS has become a modern transit agency that provides for its contractor to use many state of the art systems, as listed in Appendix C. SOLTRANS seeks a PROPOSER fully committed to embrace and fully use these technologies plus partner with SOLTRANS to implement additional technologies and best practices for SolTrans project that can improve productivity and the customer experience. SolTrans is a leader among smaller agencies in the adoption of alternative fuels, and PROPOSER must show experience and commitment to support the continued adoption of alternative fuel infrastructure and vehicles and other sustainability strategies. This can include creative and innovative solutions to minimize operating costs while maximizing level and quality of service. Proposed pricing for transit services will be considered in conjunction with technology integration/implementation and creative/innovative methods for achieving cost-efficiency while delivering high quality and potentially enhanced services.
5.  **Price (evaluated, but not scored):** Proposed pricing will be considered in conjunction with PROPOSER’s technical proposal, price reasonableness in comparison to other price proposals received, and SolTrans projected funding availability.

5.7  **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, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the forms and according to the instructions of Form for Proposal Deviation (APPENDIX B.7). Any such conditions, exceptions, reservations or understandings, which do not result in the rejection of the entire proposal, are subject to evaluation under the Proposal Evaluation Criteria (Section 5.6).

5.7.1  **Evaluations of Competitive Proposals**

Each proposal will be evaluated in accordance with the requirements and all criteria specified in Proposal Evaluation and Selection Procedures (Section 5).

The following are the minimum requirements that must be met for a proposal to be considered for the competitive range. All these requirements must be met; therefore, they are not listed by any particular order of importance. Any proposal that SolTrans finds not to meet these requirements, and may not be made to meet these requirements, may be determined by SolTrans to not be considered for the competitive range. The requirements are as follows:

1.  PROPOSER is initially evaluated to be responsive in accordance with Section 5.4, Determination of Responsiveness.

2.  PROPOSER is then evaluated as responsible in accordance with the Determination of Responsible PROPOSERS criteria (Section 5.5), or that SolTrans finds it is reasonable that said proposal can be modified to address said criteria. Any proposals from PROPOSER whom SolTrans finds not to be responsible and cannot be made to be responsible may not be considered for
the competitive range. Final determination of a PROPOSER’S responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by SolTrans, information submitted in a BAFO and information resulting from a SolTrans inquiry of PROPOSER’S references and its own knowledge of the PROPOSER.

3. PROPOSER has followed the instructions of the RFP and included enough detailed information, such that the proposal can be evaluated. Any deficiencies in this regard must be determined by SolTrans to be either a defect that SolTrans will waive in accordance with Acceptance/Rejection of Proposals (Section 5.10.1) or that the proposal can be sufficiently modified to meet these requirements.

4. Proposed pricing would not automatically render the proposal financially unfeasible, as it is reasonable that such pricing might be reduced to render the procurement financially feasible.

SolTrans will carry out and document its evaluations in accordance with the criteria and procedures of Proposal Selection Process (Section 5.1). Extreme proposal deficiencies which may render a proposal unacceptable will be documented. SolTrans will make specific note of questions, issues, concerns and areas requiring clarification by PROPOSERS to be discussed in meetings with PROPOSERS which SolTrans finds to be within the competitive range.

Rankings and spreads of the proposals against the proposal evaluation criteria will then be made by SolTrans as a means of judging the overall relative spread between proposals.

1. **Proposals not within the Competitive Range**: PROPOSERS of any proposals that have been determined by SolTrans as not in the competitive range, and cannot be reasonably made to be within the competitive range, will be notified in writing, including the shortcomings of their proposals.

2. **Discussions with PROPOSERS in the Competitive Range**: The PROPOSERS whose proposals are found by SolTrans to be within the competitive range, or may be reasonably made to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them in writing. Each such PROPOSER may be invited for a private interview(s) and discussions with SolTrans to discuss answers to written or oral questions, clarifications, and any facet of its proposal.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Contract requirements as provided in Form for Proposal Deviation (APPENDIX B.7), said conditions, exceptions, reservations or understandings may be negotiated during these meetings. However, SolTrans shall have the right to reject any and all such conditions and/or exceptions, and instruct the PROPOSER to amend its
No information, financial or otherwise, will be provided to any PROPOSER about any of the proposals from other PROPOSERS. PROPOSERS will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. PROPOSERS will not be told of their rankings among the other PROPOSERS.

5.8 BEST AND FINAL OFFERS (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. The request for BAFOs shall include:

1. Notice that discussions/negotiations are concluded;
2. Notice that this is the opportunity for submission of a BAFO;
3. A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs;
4. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications, and withdrawals of proposals provisions of the Request for Proposal;
5. Notice that if PROPOSERS do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous Offer will be construed as their BAFO.

Any modifications to the initial proposals made by an 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 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 in a report.

SolTrans reserves the right to make an award to an 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.
5.9 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 an 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 an 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.

5.10 RESPONSE TO PROPOSALS

5.10.1 Acceptance/Rejection of Proposals

SolTrans reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more PROPOSERS, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to SolTrans, price and other evaluation criteria considered. SolTrans reserves the right to consider any specific proposal which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. SolTrans reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other PROPOSERS.

If there is any evidence indicating that two or more PROPOSERS are in collusion to restrict competition or otherwise engage in anti-competitive practices, the proposals of
all such PROPOSER(S) shall be rejected and such evidence may be a cause for
disqualification of the participants in any future solicitations undertaken by SolTrans.

SolTrans may reject a proposal that includes unacceptable deviations as provided in
Conditions, Exceptions, Reservations or Understandings (Section 3.7).

5.10.2 Award to Other than Evaluation Committee Recommended Vendor

This SolTrans contract will be partially funded through FTA grant funding. As such,
SolTrans must maintain compliance with FTA procurement requirements as detailed
within FTA Procurement Circular 4220.1F. Each member of the Board making an
award (with Federal Transit Administration funds) to a PROPOSER other than that
recommended by the Evaluation Committee, becomes the de facto procurement
evaluation committee and will be required to submit a signed Declaration Concerning
Conflict of Interest and Confidential Information to be retained within the procurement
files. In the event the Board of an FTA funded public transit entity elects to award a
federally funded contract to other than the vendor recommended through the
predefined and executed selection panel/committee process, FTA Procurement
Circular 4220.1F, Chapter III, 3, d. (1) (c), requires that governmental recipients must
state its reasons for contractor selection or rejection.

To maintain compliance with FTA Circular 4220.1F, Chapter III, 3, d. (1) (c), the Board is
required to submit a Selection Decision Memorandum setting forth the reason for
making the selection. This written Selection Decision Memorandum must be based on
the evaluation criteria as set forth in this RFP; there cannot be an introduction of new
selection criteria.

5.10.3 Single Proposal Response

If only one proposal is received in response to this RFP and it is found by SolTrans to
be acceptable, a more detailed price/cost proposal may be requested of the single
PROPOSER. A price or cost analysis, or both, possibly including an audit, may be
performed by or for SolTrans of the detailed price/cost proposal in order to determine if
the price is fair and reasonable. The PROPOSER has agreed to such analysis by
submitting a proposal in response to this RFP. A price analysis is an evaluation of a
proposed price that does not involve an in-depth evaluation of all the separate cost
elements and the profit factors that comprise an PROPOSER’S price proposal. It
should be recognized that a price analysis through comparison to other similar
procurements must be based on an established or competitive price of the elements
used in the comparison. The comparison must be made to a purchase of similar
services, involving similar specifications and in a similar time frame. Where a difference
exists, a detailed analysis must be made of this difference and costs attached thereto.
Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a
cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the
cost elements in the PROPOSER’S proposal. It is conducted to form an opinion as to
the degree to which the proposed costs represent what the PROPOSER’S
performance should cost. A cost analysis is generally conducted to determine whether
the PROPOSER is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results therefrom shall not obligate SOLTRANS to accept such a single proposal; and SOLTRANS may reject such proposal at its sole discretion.

5.10.4 Cancellation of Procurement

SolTrans reserves the right to cancel the procurement, for any reason whatsoever, at any time before the Contract is fully executed and approved on behalf of SolTrans.

5.10.5 Availability of Funds

This procurement is subject to the availability of funding. SolTrans 's 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.
SECTION 6. PROTEST PROCEDURES

6.1 OVERVIEW

Any protests by an interested party regarding this procurement shall be made in accordance with Protest Procedures contained herein. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) of the U.S. Department of Transportation pursuant to the procedures provided in FTA Circular 4220.1F. Failure to comply with the protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

6.2 PURPOSE

The purpose of these procedures is to set forth the procedures to be used by SolTrans in considering and determining all protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

6.3 GENERAL

In order for a protest to be considered by SolTrans, it must be submitted by an interested party (as defined below in accordance with the procedures set forth herein. A protest which is submitted by a party, who is not an interested party, or which is not in accordance with the procedures, shall not be considered by SolTrans and will be returned to the submitting party without any further action by SolTrans.

6.4 DEFINITIONS

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

1. Proposal refers to an offer or proposal as used in the context of this Request for Proposals.
2. Day refers to working day of SolTrans, where SolTrans Administrative Office, located at 311 Sacramento Street is open to the public.
3. 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.
4. File or Submit refers to date and time of receipt by SolTrans of protest materials.
5. 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.
6. Protester refers to interested party filing a protest or appeal.
7. FTA means Federal Transit Administration.
6.5 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:

1. Items to be procured are urgently needed, or delivery or performance will be unduly delayed by failure to make award promptly; or
2. 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:
1. 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 protestor.

2. Any additional information required by SolTrans from the protestor 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 protestor of a decision regarding the protest no later than ten (10) days following receipt of all relevant information.

Appeal:

If a protestor is not satisfied with the decision made by the Executive Director the protestor 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 the Executive Director is the Awarding Authority the protestor will be deemed to have exhausted its appeals to SolTrans upon receipt of the initial rejection of the protest by the Executive Director. If Federal funds are involved, the protestor may file protest with the FTA appealing the final decision of the Awarding Authority.

Under limited circumstances, and after the protestor has exhausted all administrative protest remedies made available to him at the agency level, an interested party may protest to the Federal Transit Administration (FTA) the award of a contract pursuant to an FTA grant. The deadline for submitting protests to FTA prior to proposal due date is 12:00 p.m. PST, December 2, 2019. The deadline for submitting protests to FTA after opening/announcement of award is 12:00 p.m. PST, on February 27, 2020.

Review by FTA will be limited to:

1. Violation of Federal law or regulations.
2. Violation of SolTrans’ protest procedures described herein, or failure by SolTrans to review protest.

Protests must be filed with FTA (with a concurrent copy to SolTrans) within five (5) days after the Awarding Authority renders a final decision, or five (5) days after the protestor 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 the FTA at the following address:

Federal Transit Administration
San Francisco Federal Building
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.

**FTA Determinations to Decline Protest Reviews:**

FTA’s determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the grantee’s decision or that FTA has determined the contract is eligible for Federal participation. FTA’s determination means only that FTA not consider the issues presented to be sufficiently important to FTA’s overall program that FTA considers a review to be required.
APPENDIX A
SCOPE OF WORK

FOR

TRANSIT OPERATIONS AND MAINTENANCE SERVICES
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SECTION A.1. DEFINITIONS

PROPOSER – A firm or consortium submitting a proposal in response to this Request for Proposal to operate and maintain SolTrans’ fleet, and supply drivers and support staff.

CONTRACTOR – The successful firm selected to operate and maintain SolTrans’ fleet, and supply drivers and support staff as an outcome of this Request for Proposal.

Procuring Agency – Refers to Solano County Transit, the agency known as SolTrans.

Negotiated Pick-up Time – The exact time negotiated* by the reservation agent with an ADA Paratransit customer for their scheduled Pick-up. The on-time Pick-up “window” is 15 minutes before to 15 minutes after the Negotiated Pick-up Time. The pick-up is considered on-time if the bus arrives at any time during the 30-minute ADA on-time Window.

*NOTE: Once accepted by the customer, the Negotiated Pick-up Time CANNOT be changed without re-negotiating the time with the customer, per SolTrans policy and Federal regulations. It is permissible under Federal regulations for the reservation agent to negotiate the on-time pick-up window with the customer rather than a specific time; for example: “9:00 to 9:30 AM” rather than “9:15 AM”. Currently, reservation agents negotiate specific pick up times, however SolTrans is open to changing to a whole-window negotiation standard.

Federal Transit Administration (FTA) – The FTA is one of SolTrans funding partners and the source of many of the rules and regulations with which SolTrans and the CONTRACTOR must comply.

Deadhead – Service time when the vehicle is NOT available to transport passengers, but is away from the Operations & Maintenance facility, usually travelling between the facility and the location where revenue service will begin.

Revenue Service – Service time when the vehicle is operating on regularly scheduled and published fixed route service as depicted in the SolTrans bus schedules, and available to transport passengers, and ADA Paratransit service from the time of first passenger pick up to last passenger drop off excluding scheduled unpaid driver breaks and/or meal periods.

Passthrough Expenses – Pre-approved items that SolTrans asks the CONTRACTOR to procure and add to the monthly invoice for SolTrans to pay. Assets and/or materials obtained via a Passthrough Expenses method are owned by SolTrans and remain in SolTrans possession regardless of the method of procurement.

On-Time (Fixed Route) – When a bus departs a published timepoint exactly at the published departure time and up to 5 minutes after the published departure time.
On-Time (Paratransit) – when a bus arrives to pick up a passenger between 15 minutes earlier than the Negotiated Pick-up Time, up to 15 minutes after the Negotiated Pick-up Time.

Road Call – any deployment of maintenance personnel to a location other than the O&M facility in response to a vehicle operating problem or reported problem

Missed Trip (Fixed Route) – any scheduled revenue service trip which is not operated, or which is operated more than one half-headway late for that route and service hour (i.e. 30+ minutes late on an hourly route, 15+ minutes late on a half-hourly route)

Missed Trip (Paratransit) – any negotiated trip not performed or performed more than one hour later than the negotiated pickup time.

STA – Solano Transportation Authority, the Congestion Management Agency (CMA) for Solano County

MTC – Metropolitan Transportation Commission, the Metropolitan Planning Organization (MPO) for the nine-county Bay Area region

NTD – National Transit Database, federal database of performance statistics from all transit agencies receiving federal funding

FAST – Fairfield and Suisun Transit, the local fixed route and intercity commuter bus provider for Fairfield and Suisun City

ATU – Amalgamated Transit Union, represents SolTrans’ fixed route drivers

International Brotherhood of Teamsters (IBT) – represents SolTrans’ paratransit drivers

Blocks/Blocking – vehicle schedule based on/designed to deliver scheduled bus service

Vehicle Revenue Hours (VRH) – the hours that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue hours include layover / recovery time, and exclude deadhead, training, and vehicle maintenance testing

Non-preventable Accident – an accident which occurred despite the bus operator doing everything they reasonably could have done to avoid or prevent the accident.

Limited Service Routes/School Trippers – fixed routes designed to provide convenient trips for customers traveling to or from specific schools. School trippers are fixed route bus service open to the public and operate according to published schedules which are timed around school bell time schedules. School trippers run on school days only, and typically perform only one or two trips per school day.
Regional Commuter Express Bus (Commuter) – intercity bus service designed to mitigate highway traffic and decrease greenhouse gas emissions by providing convenient high quality connections to other regional transit options. Characterized by limited local stops.

Fiscal Year (FY) – SolTrans Fiscal Year is from July 1 through June 30.

Contract – the agreement between SolTrans and the CONTRACTOR resulting from this RFP

Scope of Work – description of services to be provided under the contract

Verified Transit Training (VTT) – transit operator training required for an individual holding a commercial driver’s license to perform revenue transit service.

Mobile Data Terminal (MDT) – in-vehicle device allowing for electronic communication between the vehicle and dispatch

Run Cut – blocks divided into individual driver assignments

SECTION A.2. BACKGROUND & OVERVIEW

This is an agreement to provide transit operation and maintenance services. The CONTRACTOR agrees to provide these services to SolTrans in accordance with the terms and conditions of this Contract. SolTrans’ goal is to partner with the CONTRACTOR to provide the highest possible level of service quality to SolTrans’ customers at the most competitive possible cost to the public.

<table>
<thead>
<tr>
<th>Service</th>
<th>Area Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Fixed Route Bus</td>
<td>9 routes Throughout Vallejo with 4 limited service routes (school days) – 2 in Vallejo &amp; 2 in Benicia</td>
</tr>
<tr>
<td>Regional Commuter Express Bus</td>
<td>Fairfield-Vallejo-El Cerrito Del Norte BART (Red Line)</td>
</tr>
<tr>
<td></td>
<td>Vallejo-Benicia-Walnut Creek BART-Pleasant Hill BART (Yellow Line)</td>
</tr>
<tr>
<td></td>
<td>Vallejo-San Francisco Ferry Building (Route 82)</td>
</tr>
<tr>
<td>Complementary ADA Paratransit</td>
<td>Vallejo and Benicia Within ¼ of a mile of SolTrans’ local fixed route service during all hours of operation</td>
</tr>
<tr>
<td>Customer Service/Ticket Sales at Public Counters</td>
<td>SolTrans Operations &amp; Maintenance Facility, 1850 Broadway St.</td>
</tr>
<tr>
<td></td>
<td>Vallejo Transit Center, 311 Sacramento St.</td>
</tr>
<tr>
<td></td>
<td>SolTrans Curtola Park &amp; Ride Hub, 801 Curtola Pkwy.</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>Maintenance of all revenue and non-revenue SolTrans vehicles</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------------------------------------------------------------</td>
</tr>
<tr>
<td>Facility Maintenance</td>
<td>Maintenance, repair and janitorial service at SolTrans Operations &amp; Maintenance Facility, 1850 Broadway St.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Required Proposal for SolTrans’ Optional Item</th>
<th>Areas Covered</th>
</tr>
</thead>
</table>
| Bus Stop and Transit Center Maintenance Repair and Cleaning | Vallejo Transit Center, 311 Sacramento St (Transit Center, and other outside areas only)  
SolTrans Curtola Park & Ride Hub, 801 Curtola Pkwy  
Sereno Transit Center, 750 Sereno Drive  
Approximately 450 bus stops in Vallejo and Benicia, plus limited express stops in Fairfield, Suisun, and Concord, and at the Pleasant Hill, Walnut Creek, and El Cerrito del Norte BART stations |
SECTION A.3  FIXED ROUTE & GENERAL SERVICE REQUIREMENTS

SoITrans concluded a Comprehensive Operations Analysis (COA) in and prepared this RFP with the recommendations for service modifications developed in the COA as the baseline service platform for this RFP. Most of these service modifications were implemented in July 2019. SoITrans generally operates a timed-transfer system of nine local routes, five Limited Service Routes/School Trippers, and three Commuter routes.

Local and Commuter fixed routes operate on headways that typically vary between 15 to 60 minutes throughout the day. SoITrans operates its full platform Monday through Friday, with limited service on Saturday and Sunday. Commuter service is provided between Fairfield, Vallejo, and the El Cerrito del Norte, Walnut Creek and Pleasant Hill BART stations which operate on 15 to 30 minute headways. (Please see the current bus schedules by visiting soltrans.org).

A.3.1  List of Routes

<table>
<thead>
<tr>
<th>Route</th>
<th>Location</th>
<th>Type</th>
<th>Headway</th>
</tr>
</thead>
<tbody>
<tr>
<td>Route 1</td>
<td>Rancho Square</td>
<td>Local</td>
<td>30 minutes</td>
</tr>
<tr>
<td>Route 2</td>
<td>Crest</td>
<td>Local</td>
<td>30 minutes</td>
</tr>
<tr>
<td>Route 3</td>
<td>South Vallejo</td>
<td>Local</td>
<td>30 minutes</td>
</tr>
<tr>
<td>Route 4</td>
<td>Tuolumne</td>
<td>Local</td>
<td>60 minutes</td>
</tr>
<tr>
<td>Route 5</td>
<td>Six Flags</td>
<td>Local</td>
<td>30-60 minutes</td>
</tr>
<tr>
<td>Route 6</td>
<td>Tennessee</td>
<td>Local</td>
<td>60 minutes</td>
</tr>
<tr>
<td>Route 7A</td>
<td>Loop Clockwise</td>
<td>Local</td>
<td>30 minutes</td>
</tr>
<tr>
<td>Route 7B</td>
<td>Loop Counterclockwise</td>
<td>Local</td>
<td>30 minutes</td>
</tr>
<tr>
<td>Route 8</td>
<td>Glen Cove</td>
<td>Local</td>
<td>60 minutes</td>
</tr>
<tr>
<td>Route 7A (Mod.)</td>
<td>Jesse Bethel HS</td>
<td>Tripper</td>
<td>1x per school day</td>
</tr>
<tr>
<td>Route 12</td>
<td>Jesse Bethel HS</td>
<td>Tripper</td>
<td>1x per school day</td>
</tr>
<tr>
<td>Route 15</td>
<td>Benicia HS/MS</td>
<td>Tripper</td>
<td>2-3x per school day</td>
</tr>
<tr>
<td>Route 17</td>
<td>Benicia HS/MS</td>
<td>Tripper</td>
<td>2-3x per school day</td>
</tr>
<tr>
<td>Route 38</td>
<td>Jesse Bethel HS</td>
<td>Tripper</td>
<td>1x per school day</td>
</tr>
<tr>
<td>Red Line (South)</td>
<td>Vallejo/El Cerrito</td>
<td>Express</td>
<td>15-30 minutes</td>
</tr>
<tr>
<td>Red Line (North)</td>
<td>Vallejo/Fairfield</td>
<td>Express</td>
<td>60-120 minutes</td>
</tr>
<tr>
<td>Yellow Line</td>
<td>Vallejo/Benicia/Walnut Creek</td>
<td>Express</td>
<td>30-60 minutes</td>
</tr>
<tr>
<td>Route 82</td>
<td>SF Ferry Building/Vallejo</td>
<td>Express</td>
<td>1x per weekday</td>
</tr>
</tbody>
</table>
A.3.2 Service Hours and Days:

Depending on the specific route, service hours vary. The Red Line (Commuter) has the longest service span, running between the hours of 4:30 a.m. to 11:45 p.m., Monday through Friday, 6:30 a.m. through 11:30 p.m. on Saturday, and Sunday 8:30 a.m. to 9:30 p.m. Most local routes operate approximately 5:30 a.m. to 9:30 p.m. Monday through Friday*, 6:45 a.m. through 7:30 p.m. on Saturday, and 8:30 a.m. to 7:30 p.m. on Sunday.

No service is provided on the following holidays: New Year’s Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

SolTrans operates Saturday service on the following holidays: Dr. Martin Luther King Jr. Day, Presidents Day, Veterans Day, the Friday after Thanksgiving, weekdays between Christmas and New Year’s.

*NOTE: Service hours are effective December 1, 2019. Periodic changes to SolTrans service schedule should be expected in response to the changing needs of the community.

A.3.3 Revenue Service hours

SolTrans currently operates 418.45 revenue service hours each weekday (Monday-Friday), 180.88 revenue service hours each Saturday, and 79.02 revenue service hours each Sunday. Pending availability of funds, SolTrans intends to increase the frequency of Red Line trips between Vallejo and Fairfield/Suisun from once per hour to twice per hour in the summer of 2020. Annually, SolTrans anticipates that it will provide about 120,000 revenue service hours and 126,000 total hours (revenue + deadhead) for FY 2020-2021, including the increased Red Line service.

SolTrans reserves the right to order an increase or decrease of up to 20% in the overall quantity of scheduled fixed route VRH with thirty (30) days written notice to the CONTRACTOR. Such increase or reduction shall not be considered a change in the Scope of Work under the Contract. Furthermore, should SolTrans require changes in routes, schedules and other elements of work to respond to immediate issues impacting on-time performance, reliability, efficiency, or safety of the services, CONTRACTOR shall implement such changes within 30-calendar days (or sooner if directed) from receipt of written notice to proceed by SolTrans’ Executive Director or his/her designee.

SolTrans also reserves the right to increase service by more than 20% during the life of the Contract. In the event of an increase of more than 20%, SolTrans and the CONTRACTOR agree to negotiate an addendum to the Contract by which SolTrans will compensate the CONTRACTOR for any additional fixed costs resulting from the increase. Variable costs for the additional hours beyond 20% will be invoiced at the fixed route hourly rate in effect for that contract year.
A.3.4 Service Planning & Development

SolTrans seeks to partner cooperatively with the CONTRACTOR in all phases of the ongoing development of practicable high-quality routes and schedules. SolTrans will take the lead role in route and schedule planning, and vehicle blocking, with assistance and support from the CONTRACTOR. The CONTRACTOR will have primary responsibility for run cuts and rostering. To the greatest possible extent, all run cuts will be designed to produce the highest possible standard of service delivery, including scheduled driver overtime as necessary, and an appropriate mix of full-time, part-time and sufficient extraboard runs, to provide adequate coverage for scheduled and unscheduled driver absences during all hours of operation.

Unless approved by SolTrans, the number of runs shall not exceed the number of bus operators available for service, and all scheduled trips shall be assigned to runs. All run cuts must be approved by SolTrans prior to posting for the drivers’ bid. SolTrans will endeavor to time service or schedule changes to coincide with planned driver bids, however additional bids may be necessary or bids may need to be re-scheduled to accommodate service changes if SolTrans is unable to schedule a service change to coincide with the regular driver bid calendar.

A.3.5 On-Time Performance

On-time performance is defined as 0 minutes early to 5 minutes late per arrival at a published timepoint bus stop. SolTrans always reserves the right to dictate the method and/or process by which CONTRACTOR shall measure on-time performance. Monthly on-time performance shall be verified by use of CAD/AVL reports. CONTRACTOR on-time reports may be used to calibrate the CAD/AVL, as can random samplings on routes, but the CAD/AVL shall be the official report source. If in dispute, CONTRACTOR shall work with SolTrans to calibrate the CAD/AVL to improve accuracy.

A.3.6 Emergency Operations

CONTRACTOR shall be aware and make its employees aware that SolTrans is an agency that participates in emergency response actions. Although SolTrans expects all reasonable cooperation in the course of any emergencies or emergency response operations, CONTRACTOR employees are not considered Disaster Service Workers under California law. During all hours of operation, the CONTRACTOR shall have one manager or other supervisory employee on duty and designated as having immediate authority over all current operations. The identity of that employee must be communicated to all other on-duty employees for that shift, and to SolTrans as specified in A.8.1 Daily Reporting.

A.3.7 SolTrans Provided Equipment and Facilities

SolTrans has purchased and requires that the CONTRACTOR master the use of a variety of transit systems equipment, software, and related technologies to assist with many daily operations including, but not limited to:

- CAD/AVL system
- Fixed route scheduling software

2019-RFP-05 Transit Operations and Maintenance Services Appendix A Scope of Work
- Paratransit trip booking and scheduling software
- Clipper fare card equipment
- GFI farebox equipment
- On-bus video and audio surveillance software
- Fuel monitoring software
- Point-Of-Sale system
- In-vehicle Mobile Data Terminals (MDTs)
- Customer Relations Management (CRM) system
- Vehicle health monitoring systems
- Vehicle maintenance systems and software

SolTrans shall provide the Operations and Maintenance facility for the transit service. The facility is located at 1850 Broadway, Vallejo, CA, 94589. Some SolTrans staff will continue to work out of the facility, and SolTrans will have access to all parts of the facility at any time. Terms of use of the facility will be memorialized in a separate agreement. The telephone system and basic Information Technology (IT) infrastructure (i.e. servers, switches, routers, etc.) shall be provided by SolTrans. The CONTRACTOR shall be responsible for utility bills, excluding the monthly telephone and internet bill.

The 5-acre Operations and Maintenance Facility was renovated in 2015 and additional facility components were added in 2017 and consist of:

- Vehicle parking and staging areas
- Vehicle driver staging area
- Vehicle maintenance: shop with 6 bays, 2 with pits
- Vehicle fueling pad
- Farebox vaulting/probing area & mobile cash vaults
- Drive-through automatic bus wash
- Electric bus charging stations
- Compressed natural gas, diesel, and unleaded gasoline fueling stations
- Administrative offices
- Training area and break rooms
- Secure room for cash and fare media
- Dispatching and Customer Service centers
- Conference rooms

CONTRACTOR will be responsible for paying for the following utilities and or services at the Facility:

- Electricity utility bills*
- Natural gas utility bills (for building heating only)
- Water and sewer utility bills
- Bus Wash system maintenance and consumables/supplies

SolTrans pays for these services at the Facility:

- Telephone service
- Internet service

*NOTE: SolTrans will reimburse the CONTRACTOR’s actual costs for electric bus charging included in the building meter.

SolTrans will continue to assume responsibility for providing, managing and supporting the basic information technology (IT) infrastructure (separate from any CONTRACTOR owned and operated technology) including many office computers (See Appendix C of
the RFP), including the high-speed internet connection, and the phone management system at its Operations and Maintenance Facility at 1850 Broadway in Vallejo. The SolTrans provided phone management systems includes up to 20 VOIP phone lines. All technologies will remain the property of SolTrans who retains the right to switch technologies or vendors at any time during the contract. If possible, SOLTRANS will provide at least 30 days-notice to the CONTRACTOR before switching.

The Facility shall be kept neat, clean, and organized at all times. SolTrans will perform periodic scheduled, and un-announced, inspections of the Facility to ensure a safe and well cared-for working environment is maintained at all times.

A.3.8 Use of Buses and Equipment

CONTRACTOR understands that vehicles, office equipment, office furniture, and shop equipment provided by SolTrans under this agreement are the property of SolTrans and shall be used only to provide services included under this contract. No vehicle is to be used for personal use without prior approval by SolTrans’ Executive Director or his/her designee.

The CONTRACTOR’s right to use SolTrans buses and all provided equipment is merely a license that is terminable at will by SolTrans with reasonable notice, and such vehicles may not be transferred or assigned by the CONTRACTOR.

A.3.9 Bus Operator & Other Staffing Requirements

CONTRACTOR shall be entirely responsible for the employment and supervision of bus Operators and other employees necessary, and in sufficient numbers, to perform all system operations functions during all hours of operation. Such responsibilities shall include, though not necessarily limited to:

- Operator recruitment
- Screening
- Selection
- Training
- Supervision
- Proper licensing
- Employee relations
- Evaluation
- Discipline
- Retraining
- Termination
- Scheduling/Rostering

Minimum Operator Qualifications

As a part of Operator recruitment, Operator must:

- Be at least 21 years of age
- Have a minimum of three (3) years licensed driving experience
- Have no more than three (3) moving violations or accidents within the immediately preceding three-year period
- Have no convictions for misdemeanor or felony driving under the influence (DUI) and/or no failure to appear charges on DUI-type offense
- Have never been convicted of a violent crime, or a crime of moral turpitude
CONTRACTOR shall procure background checks before hiring any Operator. The contents and source of the background check shall be approved in advance by SolTrans.

CONTRACTOR shall screen the State of California Department of Motor Vehicles (DMV) record of each prospective Operator. Each Operator (including temporary Operators and Road Supervisors) must hold, and at all times maintain, the proper valid licenses and certifications required by the DMV, CHP, and State and Federal regulating agencies to operate a transit vehicle in revenue or non-revenue service. Licenses and certifications shall include, but are not limited to the following:

- A valid Class B-P (endorsed for air brakes and passenger transport) driver’s license issued by the State of California,
- A DMV Medical Examiner’s Certificate, and
- Verified Transit Training (VTT)
- All Operators must be registered by the CONTRACTOR with the California DMV Employer Pull Notice (EPN) program, before operating any SolTrans vehicle.

CONTRACTOR shall review the criminal history of each Operator applicant and shall reject applicants with any felony conviction. Requests for an exception may be submitted in writing to SolTrans Executive Director or his/her designee for approval. The criminal history check must include all places of residence noted on the application.

All Operators must be able to read and speak the English language sufficiently to, at minimum, converse with the general public, understand highway traffic signs and signals, understand street signs and maps, understand routes, schedules and detour notices, respond to dispatch, and fill out incident and accident reports, run sheets, and any other document or report requested.

Operator Appearance
Operators shall be required to adhere to SolTrans’ existing Operator dress code, including, but not limited to, a shoulder patch on the right shoulder identifying SolTrans. CONTRACTOR shall propose the design of the uniforms but SolTrans shall retain the right to deny or accept the proposed uniform designs.

Operator Training
CONTRACTOR shall be responsible for all Operator training and associated costs, and shall maintain complete records of all training given to each employee. These records may be inspected by SolTrans personnel at any time. Before being placed into revenue service, each operator will be issued a unique SolTrans operator number.

Initial Operator training shall include Verified Transit Training (VTT) with a minimum of sixty (60) hours in the classroom, which includes, but is not limited to, the following topics:

- Pre-trip inspection
- Map reading
- Schedule reading
- Fare collection; including logging on to farebox equipment, fares, passes, Clipper, soltrans-approved specialized passes, and mobile ticketing
- Recording NTD information including bus number, route, run, trip, service and revenue odometer readings, and all soltrans reporting requirements
- On-time performance procedures
- Detour sheets
- Bike rack usage
- Emergency accident and incident procedures and reports
- Defensive driving
- Layover and relief procedures
- Passenger relations, including dealing with the problem passenger
- Specialized fixed route instruction for assisting elderly and disabled passengers including: ADA regulations, wheelchair ramp/lift procedures and sensitivity training
- Bloodborne pathogens exposure control plan
- CAD/AVL System Operations
- Clipper system operations

Additionally, a minimum of twenty (20) hours of individual behind-the-wheel initial training shall be provided by a qualified trainer. Individual behind-the-wheel instruction is defined as the number of hours that the student is behind-the-wheel with a trainer instructing one-on-one.

On an annual basis, CONTRACTOR shall conduct an eight (8) hour refresher training course for its Operators as required by the DMV in order to maintain VTT. This refresher course will include farebox and SolTrans transit technology retraining, plus eight (8) hours of recurrent Transit Certificate training.

Route-specific training including the route schedule, bus stops and timepoints locations, route transfer locations, and assigned lefts/rights will be provided to each Operator any time their route assignment changes, whether due to a shift bid, leave of absence, or service change. Extraboard Operators and Road Supervisors shall receive route-specific training for all routes at least annually.

CONTRACTOR shall provide special retraining for Operators who have been involved in a preventable accident, who fail to follow proper procedures, who have become lost on route, or who fail to use equipment correctly. Operators who establish a pattern or practice of failing to log in properly to on-board equipment/systems including MDTs, fareboxes, Clipper, head signs, etc. shall be retrained on the appropriate systems. Operators who continue failing to log in on-board equipment/systems following retraining must be replaced at SolTrans’ direction.

**Road Supervision**

All Road Supervisors must meet or exceed the same minimum qualifications and training requirements applicable to Operators, unless approved by SolTrans.
The CONTRACTOR shall have one or more Road Supervisors in the field, covering SolTrans' services at all times there is a revenue vehicle in operation. At a minimum, CONTRACTOR shall have one (1) Road Supervisor on-duty (and not performing Operator training or driving in revenue service) for every twenty-five (25) Operators on the road at any one time. Road Supervisors shall be scheduled in numbers sufficient to respond to any incident or accident in SolTrans' local service area within a maximum of 20 minutes of the call during revenue operating hours.

Trainers

All operator training shall be administered by qualified individuals. In addition to meeting or exceeding the same minimum qualifications and training requirements applicable to operators, unless approved by SolTrans, trainers must:

- Have at least three years experience as a SolTrans bus operator or road supervisor,
- Have held a CDL with passenger and air brake endoresemnts for at least five years,
- Have passed the California DMV's Departmental Training Branch ETP Examiner training class and have an approved Employer Testing Program Examiner Certification Application DL 811 ETP on file with DMV*

*NOTE: BTW training may be administered by another operator with three or more years’ experience as a SolTrans bus operator.

Other Key Personnel

The following are considered Key Personnel positions:

1. General Manager
2. Assistant General Manager/Operations Manager
3. Assistant Operations Manager/Dispatch Supervisor
4. Maintenance Manager
5. Assistant Maintenance Manager/Maintenance Supervisor
6. Maintenance/Parts Clerk
7. Safety & Training Manager
8. Assistant Safety & Training Manager/Operations Trainer
9. Customer Service/Call Center Manager
10. Operations Data Technician/Data Analyst
11. Road Supervisor (number of FTEs specified in proposal)
12. Dispatcher (number of FTEs specified in proposal)

In the event any of the above positions remain open for more than one week due to vacancy or employee leave, the position will be filled on a temporary or permanent basis by another qualified individual acceptable to SolTrans. In the event that the General Manager, Operations Manager, Maintenance Manager, or Safety/Training Manager position remains open for more than one week, or any other key personnel position remains open for more than one month, the full cost of that position will be deducted from monthly invoices until the position is filled by a qualified individual.
acceptable to SolTrans. CONTRACTOR shall immediately remove from service any operator, supervisor, or other employee at SolTrans’ direction.

A.3.10 Drug and Alcohol Program

CONTRACTOR shall comply with all applicable Federal and State laws and requirements including but not limited to the FTA Drug and Alcohol Testing Programs. The CONTRACTOR shall be required to furnish an FTA-compliant drug screening program. CONTRACTOR shall pay for all drug screens for CONTRACTOR’s Operators and all costs associated with compliance with the FTA requirements at the SolTrans location and as included in the Contract.

A.3.11 Dispatch Requirements

Dispatchers are responsible for CONTRACTOR coordination and communications with the operators, road supervisors, and maintenance personnel. The CONTRACTOR shall have at least one (1) Dispatcher on duty during all revenue service hours. At a minimum, CONTRACTOR shall have at least two (2) Dispatchers on duty or as many more as may be required during peak times to perform all necessary functions at a level acceptable to SolTrans. This calculation of minimum dispatcher staffing includes support of the ADA Paratransit function. Peak times are defined initially as 7am to 7pm. The CONTRACTOR shall be responsible at their cost for obtaining the appropriate training for the use and mastery of the provided software by all dispatchers that support the service, plus managers.

Dispatch Log

The dispatchers will be required to collect the following information using the CAD/AVL and paratransit scheduling software, or by other methods approved by SolTrans:

- Bus assignments
- Operator assignments
- Pull-out and pull-in times
- On-time performance data
  - Missed and incomplete trips
  - Paratransit pickups and drop-offs
  - Detours
  - Vehicle Revenue Miles and Hours
  - Total Miles and Hours
- Accidents and serious Incidents will immediately be reported to SolTrans staff and logged by using the CAD/AVL system or in another format approved by SolTrans.
- All road calls, incidents, or dispatch calls that vary from normal or expected system operation will immediately be logged as events in the CAD/AVL system.
- All missed trips will be announced via the CAD/AVL public messaging tools at least fifteen minutes prior to the scheduled start time of the trip.
A.3.12 Intelligent Transit Systems

SolTrans will provide the CONTRACTOR with a modern CAD/AVL fixed route intelligent transit system to support daily operations. The CAD/AVL system will be utilized daily by dispatch to assign Operators to vehicles, track location and on-time performance, support field operations, communicate with Operators via the text messaging capabilities, and disseminate messages to the public using the public messaging features. SolTrans will also provide the CONTRACTOR with fixed route and paratransit scheduling software, on-bus security cameras and associated software, fleet fuel monitoring software, and an up-to-date Point Of Sale system. (See appendix C of the RFP. The CONTRACTOR shall be responsible at their cost for obtaining the appropriate training for the use of all SolTrans provided transit technologies and equipment, and ensure full and effective utilization of it. SolTrans reserves the right to change software and/or transit technology equipment provided to the CONTRACTOR at any time during the contract period. When possible, SolTrans will provide the CONTRACTOR with 30-days advance notice of any addition, deletion, or change to the array of technology provided for the CONTRACTOR’s use as part of this Contract, as well as access to training at the CONTRACTOR’s cost.

A.3.13 Fare Collection

CONTRACTOR shall collect fares from all persons riding services provided under this agreement in accordance with the fare structure established by SolTrans. SolTrans reserves the right to amend the fare structure. Any changes to the fare structure shall be communicated to the CONTRACTOR in writing at least ten (10) days in advance of their taking effect.

The CONTRACTOR shall not deny access to any person paying a valid fare without specific permission by SolTrans. CONTRACTOR shall honor valid SolTrans employee and dependent passes. CONTRACTOR will not issue free passes or any other passes without prior approval of SolTrans.

All fares collected by the CONTRACTOR shall be collected in fareboxes provided or approved by SolTrans. CONTRACTOR shall be responsible for probing each electronic farebox daily, as well as depositing the contents of each farebox into the mobile vault at the Facility. The mobile vaults are picked up by SolTrans’ armored car services CONTRACTOR twice weekly and taken for cash counting and deposit.

*NOTE: CONTRACTOR staff are required to operate a forklift during pick up and drop off of the mobile vaults by SolTrans’ armored vehicle CONTRACTOR. All cash and checks collected at the VTC ticket office and at the Facility from pass sales shall be counted by the CONTRACtor and deposit slips prepared. This revenue are also picked up by the armored vehicle CONTRACTOR and taken for deposit.

CONTRACTOR shall ensure the appropriate security systems and procedures are in place to safeguard the fares and fare collection process. Security systems shall include video monitoring and taping of probing, (equipment and supporting IT infrastructure
provided by SolTrans), the transfer of the farebox cash vault to the receiver, the
distribution and counting of fare media inventory, as well as all other areas that may
pose an opportunity for theft. CONTRACTOR will keep the GFI farebox bullet keys
secure and will have procedures as to when they may be used and how they may be
accessed. SolTrans shall have the right to accept, reject, or require changes to the
security systems or procedures outlined by the CONTRACTOR.
Liquidated Damages/penalties may be assessed for fare discrepancies.

SolTrans reserves the right to observe, count, or perform other audit tests that
SolTrans considers appropriate to determine the security and reporting accuracy of the
fare collection and management procedures.
SECTION A.4  ADA PARATRANSEIT REQUIREMENTS

SolTrans ADA Paratransit bus service is available to qualified certified persons with disabilities who are unable, (at least at times), to board a regular SolTrans fixed route bus, access a SolTrans bus stop, or otherwise navigate the regular fixed route bus system due to a disabling condition as defined by the Americans with Disabilities Act (ADA). SolTrans ADA Paratransit provides service parallel to the local fixed route system, operating during the same hours and days. See current SolTrans Paratransit Riders Guide with service details. SolTrans ADA Paratransit service is operated from the Operations and Maintenance Facility.

A.4.1 Area of Coverage

SolTrans’ ADA Paratransit service is operated within the city limits of Vallejo and Benicia, within ¾ of a mile from any active local fixed route.

A.4.2 Service Requirements - Service Hours and Days

SolTrans’ ADA Paratransit service mirrors its local fixed route service.

A.4.3 ADA Paratransit Revenue Service Hours and Miles

Annually, SolTrans’ anticipates that it will provide 14,000 paratransit revenue service hours. For fiscal year 2018-19, 13,275 Revenue Service Hours and 14,807 Total Hours were provided with 125,034 Revenue Miles and 149,007 Total Miles were performed during the same period. SolTrans is eliminating its regional ADA Paratransit services during FY 2019-20 but increasing fixed route service hours on weekdays so fresher and more accurate baseline paratransit revenue hour and mile figures will be available in January 2020.

A.4.4 ADA Paratransit Service Criteria

CONTRACTOR shall provide timely and reliable ADA Paratransit services that comply with all provisions of 49CFR Part 37, FTA Circular 4710.1, and U.S. transit industry best practices. This includes the negotiation of trip requests within the two hour window, (one hour on either side of the original trip request time), the 30 minute on-time pick up window, (15 minutes before to 15 minutes after the Negotiated Pick-up Time), and the tracking and maintaining of on-time performance statistics based upon successful pick ups and drop offs within the 30 minute on-time window. On-time performance and rider per hour productivity will be closely monitored by SolTrans and will be computed on a monthly basis by the CONTRACTOR. SolTrans shall pay CONTRACTOR by the revenue hour from gate to gate, which means the time from gate departure to gate return, per vehicle, excluding lunchbreaks and slack periods exceeding 30 minutes, if any. Liquidated damages may be assessed by SolTrans for on-time performance or passengers per revenue hour that fall short of the standards detailed in A.9.1

Liquidated Damages along with other areas of non-performance in accordance with the provisions in this document.
A.4.5 Pick up of ADA Paratransit Passengers

SolTrans provides origin to destination paratransit service in full compliance with the Americans with Disabilities Act. CONTRACTOR shall use the highest reasonable degree of care in assisting passengers. Assistance to passengers shall, at a minimum, meet the requirements of FTA Circular 4701.1 and all provisions of 49 CFR Part 37, including providing reasonable modification of policies or practices as required by the Final Rule on Reasonable Modifications as described in Federal Register Volume 80, No. 49. CONTRACTOR shall park as close as safely possible to each passenger’s origin and destination, including entering parking lots as necessary.

CONTRACTOR shall arrive at the appointed passenger pick up location not more than fifteen (15) minutes prior to the negotiated pick up time and no more than fifteen (15) minutes after the negotiated pick up time. Upon arrival of the vehicle at the passenger’s pick up point, the driver shall notify the passenger of their presence in person if possible and will wait up to five minutes for the passenger to begin boarding. Should the passenger not appear during that time frame, the driver shall obtain clearance from dispatch to resume service and proceed to the next scheduled reservation or bus stop. The missed pick up shall be considered a “no-show” and the procedures for no-show shall be followed. Drivers will not enter buildings to pick up or drop off passengers.

Arrivals for passenger pick-up later than fifteen (15) minutes after the Negotiated Pick-up Time will be considered “late”. Arrivals for passenger Pick-up more than fifteen (15) minutes prior to the Negotiated Pick-up Time will be considered “early”. Early departures are permitted in cases where the passenger is ready to leave, and wishes to do so, when the driver arrives early. However, drivers who show up prior to the scheduled pick up time must wait until the fifteen (15) minute “window” before the appointed pick up time before they can declare the passenger a “no show” and that no-show declaration can only happen after communication with dispatch stating that the passenger is not at the designated pick up location. CONTRACTOR shall notify passengers by telephone whenever possible if the vehicle scheduled to pick them up is expected to arrive at the appointed pick up location more than fifteen (15) minutes later than the appointed time.

A.4.6 ADA Paratransit Staff Requirements

ADA Paratransit Operators

In addition to the minimum qualifications and training requirements incumbent on fixed route bus operators initial paratransit Operator training shall include:

- General orientation to ADA Paratransit reservation and scheduling process
- 30-minute on-time pick-up window
- ADA Paratransit manifests, including the use of the MDT for receiving trip manifests, performing stops, and communicating with dispatch
- Passenger no-show and late cancellation procedures
- Wheelchair lift/ramp and securement procedures
ADA Paratransit Communications & Scheduling Personnel

The CONTRACTOR’s communications and scheduling staff must be trained to proficiency, and scheduled to process the volume of incoming telephone requests for ADA Paratransit services, accurately enter the required passenger trip information, monitor on-time adherence, and appropriately dispatch vehicles. CONTRACTOR dispatch and scheduling personnel must be knowledgeable in all aspects of SolTrans’ ADA Paratransit policies and operations, and proficient with technologies provided by SolTrans.

- CONTRACTOR shall have sufficient reservationists on duty at all times during revenue hours to ensure that reservation telephone “wait” or “on hold” time(s) do not exceed three (3) minutes on ninety five percent (95%) of all calls, and do not exceed five (5) minutes on ninety nine percent (99%) of all calls.

- Automatic answering devices and/or Interactive Voice Recognition (IVR) systems may be used to augment normal reservation taking; however, passengers must be able to speak directly with a qualified CONTRACTOR representative to negotiate reservation times, coordinate pick up/drop off or other service related information, and field “where’s my ride” inquiries during all hours of revenue operation. Bilingual English/Spanish personnel shall be available during all hours of operation.

- To increase efficiency and accuracy, CONTRACTOR is strongly encouraged to integrate ADA Paratransit reservations and “where’s my ride” functions into the Customer Service call center, to the extent feasible.

- CONTRACTOR shall ensure that dispatchers, schedulers, and customer service personnel are adequately trained and prepared to process requests for ADA Paratransit service and requests for general system information from passengers.

SolTrans currently does not typically enforce the trip-by-trip conditions of eligibility granted to riders during the eligibility determination process. However, CONTRACTOR should be prepared to enforce trip-by-trip eligibility upon direction from SolTrans. At SolTrans’ future direction, CONTRACTOR will only schedule ADA Paratransit trips that meet the criteria for eligibility. CONTRACTOR is responsible for accurately determining whether a requested trip meets trip eligibility requirements. If a trip request meets eligibility requirements at either the pick up or drop off location it should be scheduled.

A.4.7 Reservations/Scheduling

CONTRACTOR shall perform reservations and scheduling of ADA Paratransit trips as follows:

- Reservations may be made 1 to 7 days in advance by calling the ride reservation line. Passengers will be ensured a negotiated ready time and confirmation for each trip scheduled. Passengers may call any day during paratransit revenue service hours to make a reservation.

- Reservationists will negotiate a Pick-up time from between one (1) hour before to one (1) hour after their requested time.

- Subscription service (standing reservations) shall continue to be provided to passengers as specified by SolTrans and allowed by FTA policy.
CONTRACTOR shall use tools and software provided by SolTrans to schedule rides, and throughout each service day to initiate and perform trips, record cancellations, late cancellations, no-shows, go-backs, etc.

A.4.8 ADA Paratransit Dispatch

The dispatchers will be required to fully utilize the technologies and tools provided by SolTrans to communicate with drivers (via MDT) and to track all passenger trips, driver breaks, deadhead activity, no shows, late cancellations, etc. The CONTRACTOR shall ensure that all Operators report all pick ups, drop offs, late cancellations and no shows to dispatch as they occur. This can be done through the MDT’s, however, if an MDT is not operational for any reason, the Operator must contact dispatch by other available means. Complete trip reconciliation must be completed the next business day. In addition, Operators shall inform dispatch whenever a passenger fails to pay their appropriate fare for the trip.

CONTRACTOR shall be responsible at their cost for obtaining the appropriate training for the use and mastery of the provided software by all dispatchers that support the service, plus managers.

Dispatchers shall communicate to the Operators via either radio or MDT.

The CONTRACTOR shall ensure that all Operators report all pick ups, drop offs, late cancels and no shows to dispatch as they occur. This can be done through the MDT’s, however, if an MDT is not operational for any reason, the Operator must contact dispatch via radio, a land line or any other means available. Complete trip reconciliation must be completed the next business day. In addition, Operators shall inform dispatch whenever a passenger fails to pay their appropriate fare for the trip.

A.4.9 ADA Paratransit Eligibility

Paratransit eligibility evaluations are conducted periodically at various locations in SolTrans’ service area, including at the Operations and Maintenance Facility, by a third party under contract to Solano Mobility. SolTrans provides ADA Paratransit rides free of charge for applicants within the cities of Vallejo and Benicia to attend their evaluations. These rides are coordinated by the eligibility CONTRACTOR and scheduled by CONTRACTOR reservations staff. CONTRACTOR will be required to work with the eligibility CONTRACTOR to ensure that applicants arrive on time for their evaluation appointments. CONTRACTOR staff will also maintain SolTrans’ ADA Paratransit client files, based on information provided by customers and the eligibility evaluator.
SECTION A.5  CUSTOMER SERVICE REQUIREMENTS

A.5.1  Call Center

CONTRACTOR shall staff telephone lines dedicated to service requests. CONTRACTOR shall add Customer Service personnel or require re-training, if SolTrans determines that an unacceptable pattern or practice is established of service request callers being placed on “hold,” because insufficient personnel are available to answer telephones or handle Customer Service duties. CONTRACTOR must state in their proposal the level of staffing by day and time as part of the staffing plan.

CONTRACTOR’s employees shall treat all passengers in a courteous and respectful manner consistent with good business practices. If SolTrans determines that a pattern of unacceptable customer service exists, CONTRACTOR shall upgrade its customer relations training program to SolTrans’ satisfaction and retrain its personnel as necessary to reduce complaints. Excessive customer complaints or other customer service failures may result in the assessment of liquidated damages.

A.5.2  Window Staffing

CONTRACTOR shall be responsible for staffing the ticket office at the Vallejo Transit Center (VTC) between the hours of 5:00 AM and 5:00 PM Monday through Friday and 8:30 AM to 4:00 PM on Saturday. VTC is SolTrans only Clipper Fare Card servicing location where Clipper Cards are purchased and funds added. CONTRACTOR shall also be responsible for staffing the information kiosk at the Curtola Park & Ride Hub between the hours of 5:00 AM and 10:00 AM Monday through Friday.

A.5.3  RTC Certifications

CONTRACTOR will be required to manage the process of issuing Regional Transit Connection (RTC) Discount ID Cards. RTC cards are issued at customer service windows to applicants in person. More information on the RTC program may be found at 511.org/transit/rtc-card. SolTrans requires CONTRACTOR to assist patrons with completing this application at the customer service counters at 1850 Broadway and/or at 311 Sacramento Street, as well as take any required pictures for completing the application.

CONTRACTOR will be required to train Customer Service staff to sell or load additional funds to a variety of transit programs, including, but not limited to taxi programs and Greyhound ticket sales.

A.5.4  Complaints

Passenger and other complaints on service operation are an adverse reflection on both the CONTRACTOR and SolTrans. It is in the best interest of both parties under this Contract to minimize complaints against transportation services. A complaint is defined as any written or verbal communication provided to CONTRACTOR, which adversely reflects on SolTrans’ operation of services as provided by the CONTRACTOR, or which relates any incident involving an CONTRACTOR-operated vehicle and/or
Operator. All complaints received by CONTRACTOR must be immediately logged into SolTrans’ Customer Relationship Management (CRM) database.

Every complaint, concern, suggestion, or commendation concerning personnel and service provided to or received by SolTrans must be investigated and a response developed. Any complaints that concern bus safety issues, driver behavior, including rudeness, discourtesy, etc., that may result in disciplinary action must be thoroughly investigated with appropriate action taken and documented. All complaints must be investigated and an initial response made to the customer within 72 hours of receipt. Initial response may be sufficient to conclude the issue in some cases, or may include a simple acknowledgement of receipt of the complaint and request for additional information or clarification as needed to investigate the matter fully. Unless otherwise approved by SolTrans, all customer complaints must be resolved fully and a final response made to the customer within ten (10) business days of receipt. Each final complaint response must include at a minimum:

1. Acknowledgement of all parts of the customer’s complaint,
2. A thorough investigation of the reported incident or concern, and
3. Any follow-up or corrective action taken in response to the complaint (not including confidential details of employee discipline, etc.)

Late, incomplete, or inadequate complaint responses shall be subject to liquidated damages.

A.5.5 Marketing & Outreach Support

From time to time, CONTRACTOR may be called upon to help conduct in-person outreach in the field, for example by providing staff to help table or perform special demonstration routes at community events such as parades and farmer’s markets. SolTrans will reimburse CONTRACTOR’s costs for any hourly personnel assigned to SolTrans-requested outreach duties. In addition, CONTRACTOR customer service staff and Operators will be expected to provide information to the public about SolTrans’ services, special promotional programs, service changes, etc. SolTrans staff will coordinate with CONTRACTOR to develop FAQ lists, memoranda, and other internal communications tools, and will assist CONTRACTOR in providing any necessary briefings to Operators and other CONTRACTOR staff. CONTRACTOR will be responsible for promulgating messages and information internally, and ensuring staff familiarity with same.

A.5.6 Maps & Route Schedules

SolTrans will print and provide schedules for routes served by CONTRACTOR. Updated schedules will be provided in advance of a schedule change. CONTRACTOR shall dispose of all outdated schedules in their possession. CONTRACTOR shall maintain an inventory of current schedules, and contact SolTrans when there is a need for additional schedules prior to depletion of their supply.
A.5.7 On-Board Distribution and Collection of Information

SolTrans will periodically require that the driver distribute to and/or collect information from passengers. In most instances, this will be service-related materials regarding detours, proposed route changes, or passenger surveys. CONTRACTOR personnel will also be required to install car cards in various display locations on SolTrans buses. SolTrans will provide specific instruction with the materials to be distributed and/or collected. SolTrans shall notify the CONTRACTOR of any promotion SolTrans is conducting on a route. All free ride or discount coupons associated with the promotion shall be honored by the CONTRACTOR.

A.5.8 Meeting Attendance

CONTRACTOR management staff shall be required to attend all SolTrans Board of Directors meetings.

A.5.9 Emergency Contacts

CONTRACTOR shall provide a list of 24-hour emergency numbers and contacts to be used by SolTrans for responding to emergency situations as necessary. SolTrans may provide copies of this list to local and county government agencies.

A.5.10 Lost And Found

CONTRACTOR shall tag and log found articles with the day, route number, description of the article, and driver’s name. Articles shall be delivered to and placed in the Lost and Found at SolTrans’ 1850 Broadway Facility by 11:00 a.m. Monday through Friday for articles found the previous day. CONTRACTOR shall maintain the items found for a period of 60 days prior to discarding them.
SECTION A.6 FLEET MAINTENANCE REQUIREMENTS

A.6.1 Maintenance Function

The Maintenance function must be included in all bids. The PROPOSER will price out the Maintenance functions separately, and the SolTrans Optional bus stop maintenance, repair and cleaning, separately as described in A.10.1 Bus Stop and Transit Center Maintenance Repair and Cleaning. The CONTRACTOR shall occupy the Facility. Basic provisions as described in other chapters of this document shall also apply to Maintenance unless otherwise stated here.

The CONTRACTOR will be required to maintain all buses and sub-components in first-class operable condition at all times. The CONTRACTOR shall strictly adhere to the vehicle manufacturer’s recommended maintenance practices, or SolTrans’ established practice, whichever is more stringent/greater. The Fixed Route and Commuter fleet operate approximately total miles 1,900,000 Total Miles annually. The ADA Paratransit fleet operates approximately total miles 150,000 Total Miles annually. To the greatest extent possible, PMIs and repairs will be scheduled to optimize fleet availability during peak service hours. The CONTRACTOR will also be required to maintain all SolTrans provided shop equipment according to original equipment manufacturer specifications.

A.6.2 Mechanical Maintenance Program

A written preventive maintenance plan or program for all revenue and non-revenue service equipment which meets or exceeds the vehicle manufacturer’s standards for preventative maintenance is required under this contract. The CONTRACTOR shall also perform monthly safety inspections and record all defects found and the date the defects were corrected. Deferring bus maintenance is strictly prohibited and is grounds for contract termination. In addition, the CONTRACTOR shall perform such procedures on buses as required by Title 13, California Administrative Code, as such provisions currently exist, or hereafter amended or superseded.

The CONTRACTOR, at its sole cost and expense, shall provide all lubricants, coolants, diesel exhaust fluid (DEF) and other fluids, repairs, cleaning, parts, tires, supplies, labor, maintenance and component rebuilding and/or replacement, and all other maintenance elements as required for the safe and reliable operation of all vehicles and equipment pursuant to this contract, except as described in A.6.14 Major Component Failures. All parts and chemicals shall be stored safely and securely. CONTRACTOR shall be fully responsible for the safe and efficient maintenance of all vehicles, including servicing of emissions and exhaust systems and hybrid and electric drive battery packs, to be used to perform this contract in strict conformity to requirements of the Original Equipment Manufacturer (OEM), emissions and exhaust systems manufacturers, the California Highway Patrol (CHP) Out-of-service criteria and applicable local, state and federal regulations and requirements.

The CONTRACTOR shall comply with all California Highway Patrol Motor Carrier safety regulations pertaining to inspections. The CONTRACTOR shall notify SolTrans’ designee prior to, or at first knowledge of, all inspections performed by the CHP, or
any other inspections performed by government or other agencies, and include SolTrans staff in the inspection, and make results of the inspections immediately available to SolTrans.

The CONTRACTOR shall be responsible for promptly completing all required repairs to all buses to keep them in proper working condition using OEM parts or a SolTrans approved alternative. The CONTRACTOR’s obligation to repair will include, but not be limited to, all work on, and/or replacement of, body, paint, vinyl wrap, power train, undercarriage, interior, air conditioning, wheelchair lift, farebox, on-board technology, etc. SolTrans’ buses shall be kept maintained to a level equal or better than at the start of the contract period. No SolTrans bus shall be put into revenue service with inoperable safety, fare collection, communications, destination sign equipment (including AVL systems, MDTs and Clipper reader equipment), or unrepaired body damage including paint and vinyl wrap.

The CONTRACTOR is responsible for assuring the quick and complete repair of all buses and for maintaining a twenty percent (20%) spare ratio of active fleet to the number of vehicles required for peak service demands. Buses shall not remain down for repairs for excessive periods of time. CONTRACTOR shall ensure adequate parts inventories are maintained to avoid excessive downed bus time due to parts availability. SolTrans’ August 2019 peak pull-out requirements are 19 vehicles for local fixed route, 12 commuter, leaving 6 spares in each fixed route sub-fleet, and 10 paratransit vehicles, leaving 2 spares.

A.6.3 Preventive Maintenance

All preventive maintenance (PM) shall be performed at regularly scheduled intervals as indicated in the preventive maintenance program. All preventive maintenance must be performed within 10% of SolTrans’ indicated interval, or earlier. SolTrans approved preventative maintenance interval is the manufacturer’s recommended interval. Lack of required preventive maintenance by the CONTRACTOR may result in liquidated damages and/or contract termination.

CONTRACTOR must at all times be able to verify and produce per vehicle: parts history, labor history, preventative maintenance history, and costs per mile including warranty repairs/replacements, whether work is performed internally or through outside vendors. With SolTrans’ approval, CONTRACTOR may utilize a fleet maintenance software system to store, maintain, and track these records. CONTRACTOR must include any costs (license & hosting fees, etc.) associated with such a proposed software system in their proposal. SolTrans may, during the term of this contract, choose to implement its own vehicle maintenance software package. If SolTrans implements its own system, resulting in any savings to CONTRACTOR in the form of a reduction in ongoing costs or fees associated with CONTRACTOR’s system, CONTRACTOR will reduce the monthly maintenance fee charged to SolTrans accordingly.

The CONTRACTOR shall be required to comply with the CARB Fleet Rule, federal, state, and local exhaust emission requirements.
A.6.4 Parts
All parts supplied by the CONTRACTOR shall be new and meet Original Equipment Manufacturer (OEM) or SolTrans approved standards. The CONTRACTOR shall not use parts from one bus to another without the express approval of SolTrans. CONTRACTOR shall establish and maintain an ongoing spare parts inventory on site sufficient to ensure SolTrans meets its peak hour vehicle requirements.

A.6.5 ADA Equipment
All wheelchair ramps, lifts, securements, AVL annunciator systems, and related equipment shall meet ADA requirements and be operable at all times a bus is placed into revenue service. Operator pre-trip inspections shall be utilized to check ADA equipment before pull-out from the garage. If any ADA equipment is inoperable at the time of pull-out, the bus shall be repaired or traded before pull-out. No vehicle shall be operated in revenue service without functioning ADA equipment. Doing so shall be grounds for contract termination or liquidated damages.

A.6.6 Tires
SolTrans reserves the right to dictate a particular brand of tire to CONTRACTOR. SolTrans encourages CONTRACTOR to consider a tire lease program to ensure high quality tires and control costs. CONTRACTOR shall replace tires on vehicles using the size and load capacity specified by the specific vehicle manufacturers. The CONTRACTOR shall be responsible for all expenses associated with the purchase and/or leasing of tires.

A.6.7 Electronic Equipment
The vehicles are equipped with a variety of technologies, including GFI Odyssey fare boxes, CAD/AVL systems with MDTs, video surveillance systems, automatic passenger counters, and electronic destination signs. The CONTRACTOR shall maintain each of these systems per the manufacturer’s and SolTrans’ recommended guidelines and buses shall NOT be placed into revenue service with inoperable on-board electronic systems. Laptops and other diagnostic tools purchased by SolTrans for use by the vendor must be secured at all times and protected against damage outside of normal wear. Failure to adhere to this requirement shall result in liquidated damages.

A.6.8 Utilization Of Outside Services
The CONTRACTOR may utilize outside services to perform such repairs as power train rebuilds, paint/vinyl and body, tires, electronics, batteries, DPIMs, etc. SolTrans must approve any outside vendor prior to the CONTRACTOR utilizing that vendor’s services in support of this contract. Work performed by outside services shall be the responsibility of the CONTRACTOR, unless approved by SolTrans before being performed. Replacement vinyl bus wrap must be purchased from a SolTrans approved vendor and applied by approved installers at the CONTRACTOR’s expense. All outside repairs or component rebuilds shall be of first grade quality, and must be performed by a factory authorized repair technician or certified shop. All parts used in the repair must
be genuine OEM parts or a SoITrans approved alternative. Warranties must be provided for all work performed.

A.6.9 Advertisements On Buses

CONTRACTOR shall make vehicles available for decaling and/or installation of advertisements. SoITrans shall make every attempt to provide CONTRACTOR with at least 24 hours notice. The majority of decaling and installation of advertisements shall take place after 8:00 p.m.

The CONTRACTOR shall be responsible for the cost of damages to the advertisements placed on the buses due to accident damage, abuse or negligence on the CONTRACTOR’s part. CONTRACTOR.

A.6.10 Warranty

The CONTRACTOR is responsible for maintaining proper records and maintenance on the vehicles and their sub-components as per applicable warranty requirements. The CONTRACTOR will work with SoITrans in assuring all warranty requirements are met, and that paperwork for warranty repairs is processed on a timely basis to ensure reimbursement, if applicable. Additionally, CONTRACTOR shall be responsible for ensuring employees are properly trained to perform warranty work as required by SoITrans. Any warranty reimbursements from vendors shall go to SoITrans if SoITrans purchased the component. In most cases, warranty reimbursements will go to the CONTRACTOR, since the CONTRACTOR pays for parts.

A.6.11 Road Calls

The CONTRACTOR is responsible for performing road calls, when necessary, in an expedient manner. The CONTRACTOR must take every step possible to ensure the least inconvenience, delay, and discomfort to the passengers. In order to meet this requirement, the replacement bus must leave the yard within 10 minutes of the call to maintenance. All road calls that result in a delay of service or missed trips shall be reported immediately to SoITrans’ Executive Director or their designee. In addition, road calls will be recorded in a format approved by SoITrans as Major or Other Mechanical Service Failures using the standards set forth in the most recent NTD Reporting Manual section on Maintenance Performance (form R-20).

A.6.12 Towing

The CONTRACTOR shall be responsible for all costs for towing vehicles. Towing must be performed properly to ensure vehicles are not damaged. Any damage resulting from improper towing procedures shall be the responsibility of the CONTRACTOR.

A.6.13 Fueling

CONTRACTORThe fuel will be furnished by SoITrans. The fuel used shall be CNG (compressed natural gas), unleaded gasoline, and ultra-low sulfur diesel fuel only. SoITrans the CONTRACTOR will also be required to support the use of all-electric buses and the operating, maintenance, and charging demands of an electric fleet.
CONTRACTOR will input all fuel consumption data into SolTrans’ fuel management system, which functions as a log of fuel consumed, and mileage logged for each vehicle in the SolTrans fleet. This data entry is required in addition to any logging of consumables that will occur using the maintenance records management software supplied by the CONTRACTOR.

A.6.14 Major Component Failures

Engines, transmissions, differentials, batteries for hybrid and electric buses, DPIMs, DPFs, and other equipment and components of this type would qualify as a capital investment. SolTrans wishes to emphasize that while SolTrans is willing to reduce risk to the CONTRACTOR by paying for major repairs or replacement (defined as a repair or replacement of any single component valued at $5,000 or more, exclusive of labor, except as approved by SolTrans) of these major vehicle components this is contingent upon CONTRACTOR providing proof to SolTrans that the CONTRACTOR has maintained the failed components or equipment up to or exceeding the OEM specifications for preventative maintenance. CONTRACTOR will maintain all shop equipment to OEM specification and any major failure of SolTrans provided shop equipment shall also require proof of preventative maintenance activities or SolTrans will NOT pay for the repair or replacement of the equipment.

A.6.15 Revenue And Non-Revenue Vehicle Cleaning

CONTRACTOR is required to maintain the inside and outside appearance of buses in a neat, safe, and “like new” operable condition. Such cleaning will include removal of all dirt, debris, and graffiti. CONTRACTOR will promptly repair or replace any broken, cut, worn, torn or vandalized components of the buses to eliminate hazards and unsightliness, and to minimize passenger discomfort.

On a daily basis, all vehicles utilized in revenue service shall be cleaned inside, including washing the inside of all windows, dusting or vacuuming all seats, dashboard, stanchions and exposed services, and sweeping or vacuuming of floor areas, wiping down of windows, hand rails, stanchions, and removal of gum, grease, oil, etc.

At least three times per week, every vehicle utilized in revenue service shall be washed, including washing and scrubbing of the full exterior, wheels, fuel-fill area, outside of all windows, scrubbing of oil or other excessive residue off the rear end, etc.

Each revenue service vehicle shall have the seats, stanchions, ceilings, side walls, and floors scrubbed, washed, or shampooed thoroughly at least monthly, or at the 6,000-mile interval (whichever comes first). Cleanings shall be recorded on a log, both daily cleanings and monthly detailing, for reporting to SolTrans. All seats and surfaces must be completely dry before being placed in revenue service.

Bus exteriors must always be maintained, specifically paint, vinyl, and body work, for an aesthetically pleasing appearance appearing to be in new condition. The CONTRACTOR is responsible for using only quality grade soaps and cleaning solvents as specified by the Automatic Bus Wash Manufacturer that will not damage the exterior
or interior surfaces of the buses including interior and exterior graphics and advertisements.

All graffiti, interior and exterior, that is cleanable shall be removed as soon as practicable, preferably before the bus is placed back in service. If the graffiti is obscene, or gang related, it shall be removed immediately, or the vehicle shall not be used in revenue service until corrected.

All windows and/or inserts that are scratched, etched, fogged, or otherwise have become opaque, distorted, or seriously damaged causing possible safety issues shall be replaced immediately. All windows that are scratched or etched and hamper clear vision shall be replaced at least once per month. Scratched, etched and hampering clear vision shall be defined to include bus wash abrasion, graffiti, and damage that does not exceed 50% of the window or contain obscene or gang-related etching.

Driver and passenger seats shall be maintained in proper operating condition. All tears, cuts, gum, graffiti, and other damage shall be repaired in a professional manner within seven (7) days of the occurrence. CONTRACTOR shall replace cushion materials that are worn or cannot be professionally repaired, or cushions that contain graffiti or stains that cannot be cleaned, using seat cover materials identical in design and color as those being replaced, or a SolTrans approved alternative. CONTRACTOR shall further ensure that all seats are steam cleaned and properly disinfected at least monthly, and immediately in the event that bodily fluids or solids are deposited on any seats and if seat cushion materials cannot be replaced.

A.6.16 Maintenance Staffing

A maintenance staffing plan that includes a mix of A, B, and C level technicians, plus supervisory and support staff sufficient to successfully perform SolTrans’ maintenance functions as described here is required. CONTRACTOR shall ensure that maintenance staff are completely trained, familiar with all repair, servicing and maintenance needs associated with the fleet provided by SolTrans. In addition to the minimum qualifications and training requirements listed in section xxx, unless otherwise approved by SolTrans, maintenance technician qualifications and/or training shall include:

- A high school diploma or GED equivalent
- Knowledge of:
  - Celect Plus ECM,
  - ATEC ECU,
  - DDEC II, III, and IV systems
  - Wedge and s-cam brake systems
  - Basic battery electric bus maintenance including all relevant safety protocols
- Technician A:
  - Five or more years’ experience
  - At least 7 ASE certifications
  - EPA 608 & 609 Air conditioning certificate
- Knowledge of dual power inverter module (DPIM) diagnostic and repair procedures

- **Technician B:**
  - Three or more years’ experience
  - At least 4 ASE certifications
  - EPA 609 Air conditioning certificate

- **Technician C:**
  - One or more years’ experience
  - At least 1 ASE certification
  - EPA 609 Air conditioning certificate

SolTrans encourages CONTRACTOR to implement and sustain a maintenance apprenticeship program to train and mentor new mechanics, and to institute an ongoing training program to help existing technicians gain new certifications and advance their skills.

The CONTRACTOR must ensure all equipment and tools are available to the employees to perform all repairs to the buses, including special tools such as laptops with vendor-specific diagnostic software programs for engine and transmission analysis, torque wrenches, impact drivers, electronic readers for charging, starting systems, engine and transmission readers, electronic destination sign programmers, opacity meter, etc. SolTrans provides the Facility and major maintenance equipment but CONTRACTOR is responsible for any and all equipment and tools required or desired to perform the maintenance function beyond what the Facility includes. All other tools and equipment are the CONTRACTOR’s responsibility to provide to its employees.

Maintenance personnel shall wear SolTrans-approved uniform coveralls or shirts and pants while on duty. The CONTRACTOR is responsible for ensuring that maintenance personnel have the proper work clothes, shoes, goggles, safety glasses, high-voltage electric safety equipment, fall protection gear, etc. to ensure the safety and professionalism of its employees. Attire shall be clean and nea
SECTION A.7  O&M FACILITY MAINTENANCE REQUIREMENTS

CONTRACTOR shall be responsible for preventative maintenance, repair, and janitorial services at the operations and maintenance facility, including but not exclusive to:

1. HVAC system preventive maintenance
2. Plumbing maintenance and repair including kitchen and bathroom fixtures
3. Maintenance and janitorial service of restrooms
4. Janitorial service for all office space, conference rooms, driver and maintenance break rooms, and other driver areas
5. Interior lighting maintenance and repair
6. Cleaning and repair of interior building components including walls, doors, windows, and window coverings
7. Sweeping, mopping, stripping, and waxing of hard floors
8. Vacuuming, spot cleaning, and shampooing of carpets
9. Cleaning and maintenance of furniture and office partitions as necessary
10. Preventive maintenance and repair of automatic bus wash, fuel island and components, automatic gates, building emergency backup generator, oil/water separator system

CONTRACTOR will not be responsible for landscape maintenance.
SECTION A.8 REPORTING REQUIREMENTS

A.8.1 Daily Reporting

Daily Operations Report

CONTRACTOR shall provide daily reports for the SolTrans Executive Director and/or a designee that include the following in a manner dictated by SolTrans:

1. All missed trips, including: run, block, route, direction, and scheduled start time;
2. Any accidents, including: severity grade (code 1, 2, 3), route, direction, driver, bus number, time and location of accident;
3. Any supplemental service or Trippers dispatched beyond the scheduled service to address on-time performance or load issues;
4. Road calls and reason;
5. Driver and dispatcher call-offs and open pieces covered;
6. Road road supervisors deployed to perform revenue service;
7. Cutaways used for fixed route service;
8. Detours;
9. Road calls; Any other service disruptions.

All daily ADA Paratransit activity shall be recorded in real-time using SolTrans provided software tools, ensuring that reports shall be accurate and comprehensive. SolTrans shall retain ownership of the data produced.

The CONTRACTOR will immediately report to SolTrans all vehicular collision, accidents, and incidents involving any SolTrans-owned transit or paratransit vehicle to SolTrans, including passenger falls. In addition, CONTRACTOR will submit a complete accident report in a format approved by SolTrans to SolTrans’s Executive Director or their designee within 24 hours of occurrence and will report passenger complaints immediately using SolTrans’ Customer Relations Management database (CRM). CONTRACTOR will investigate all accidents and grade as to whether the event was preventable or non-preventable using industry best practices in a format approved by SolTrans. Failure to report such accidents or incidents in the manner and within the time frames specified here will subject the CONTRACTOR to liquidated damages.

Daily Fleet Report

The CONTRACTOR will submit to SolTrans daily a list of all vehicles scheduled for PMIs, out of service, or off-site for maintenance or repair, including the out-of-service date, and the reason for out-of-service status.

A.8.2 Monthly Reporting

CONTRACTOR shall submit the following monthly reports with its monthly invoice by the 10th calendar day for the prior month, unless otherwise approved by SolTrans. The
reports shall be audited to ensure the data is correct in comparison to the daily reports where applicable before being provided to SolTrans.

1. **Monthly Fixed-Route Operations Report** – shall include: the number of revenue service and deadhead hours and miles by route (including special service and Trippers), all missed trips by day (checked against daily reports), list of preventable and nonpreventable accidents (checked against daily reports), maximum peak vehicle demand with the date for local fixed-route and express service, any special runs served (including the purpose and/or event, bus number, driver, start and end times, gate to gate hours, and miles).

2. **Monthly Staffing Report** – shall include: the name of each employee, seniority with SolTrans, seniority with the CONTRACTOR’s organization if different, and individual status as a part-time, temporary, or full-time employee, employee leave status including start date of leave and expected return to work date, plus any position vacancies, and the number of overtime hours performed by non-salaried staff (by position category, e.g. drivers, dispatchers, etc.).

3. **Monthly ADA Paratransit Report** – shall include: revenue service hours and miles, deadhead hours and miles, number of ambulatory trips provided, and wheelchair trips provided, percentage of reservations canceled, total number of riders per trip, and average riders per trip, percentage of on-time trips, percentage of late trips, percentage of early trips, number of missed trips, and number of trips performed over 60 minutes late, number of late cancels, number of no-shows, productivity (by hour, day, and month), maximum peak vehicle demand with date.

**A.8.3 Monthly Maintenance Reports**

1. **Monthly Maintenance Summary** – shall include by vehicle: total miles operated, parts consumed (including tires), PMs and repairs, major and other mechanical service failures.

2. **Work Order Summary Table** – shall include: vehicle number, work order number, assigned mechanic, date opened and date closed, general task description, labor hours, parts (with total cost)

3. **Warranty Work Summary** – shall include: vehicle number, general details of the warranty claim, amount paid, or amount rejected under the warranty.

4. **Preventive Maintenance Inspections (PMI) Report** – shall include: vehicle number, PM type and a brief description, date of PM, mileage at time of PM (with miles over or under PM requirement), last PM mileage, next PM due date and mileage, next PM type.

5. **Third-party Maintenance Report** – shall include: vehicle number, brief description of defect requiring third-party repair, date sent for repair, date returned (estimated date if pending at the time of report), copy of third-party vendor invoice, itemized parts and labor cost if not included in the vendor invoice.
6. **Passthrough report** – shall include: individual cost and description of each component valued at $5,000 or more (except as approved by SolTrans) and submitted for reimbursement under A.6.14 Major Component Failures, vehicle number (if applicable), date of failure, date of replacement, copy of vendor invoice.

Reports may be generated from the CONTRACTOR’s fleet maintenance software, if accepted by SolTrans, or in another format approved by SolTrans. SolTrans reserves the right to reject any reports that do not meet its requirements. SolTrans may, at its discretion, refine report requirements as needed to monitor the maintenance cost and condition of the CONTRACTOR operated fleet. CONTRACTOR shall ensure that employees are computer fluent to a level that any reports required by SolTrans can be completed accurately and submitted in a timely manner.

### A.8.4 Annual Reports

CONTRACTOR shall submit to SolTrans monthly and annual reports demonstrating compliance with the FTA Alcohol and Drug Testing regulations.

1. **Annual Fleet Report** – The CONTRACTOR shall submit an Annual Fleet Report based on the preceding fiscal year for all vehicles used in providing SolTrans’ services. The report shall be submitted to SolTrans annually by July 8th and shall include, but not be limited to, the following data for EACH fleet vehicle in service (including assigned contingency vehicles and spares):
   - Vehicle ID number
   - Annual vehicle mileage
   - Vehicle condition report
   - Maintenance history report

2. **Annual National Transit Database (NTD) Reporting** – SolTrans is required to submit monthly and annual reports to NTD that are based upon operations and maintenance data compiled daily and reported by the CONTRACTOR. The CONTRACTOR is required to support SolTrans in its NTD data reporting, including troubleshooting any data that SolTrans or NTD have questions about. The CONTRACTOR shall track NTD Vehicle Revenue Miles and Hours, and Total Miles and Hours, using SOLTRANS provided tools.

### A.8.5 Access to Records

Any and all data collected, and any work produced by the CONTRACTOR, for, or on behalf of SolTrans, shall be the property of SolTrans. SolTrans reserves the right to obtain this data or work from CONTRACTOR, as well as dictate the form in which CONTRACTOR shall provide the data or work.

CONTRACTOR will permit authorized representatives of SolTrans to access the CONTRACTOR’s fleet maintenance software systems to examine all data and records related to SolTrans’ services on request. CONTRACTOR will maintain all reports and records pertaining to SolTrans services and will make them available for review or inspection by SolTrans for a period of three years from the termination date of this agreement. Vehicle maintenance records shall be kept in accordance with Federal Transit Administration Regulations.
SECTION A.9 INCENTIVES AND LIQUIDATED DAMAGES

To emphasize the need for high quality transit services at all times, SolTrans establishes and enforces the following system of financial incentives and penalties (liquidated damages) to be imposed upon CONTRACTOR for various accomplishments or infractions as described here. Liquidated damages shall be assessed and incentives paid monthly, for the previous month, except as noted.

The claimed incentives shall be sent to SolTrans monthly, with the invoice for the prior month. Once received, a determination on eligibility for claimed incentives is made by SolTrans Executive Director. The decision by SolTrans is final with respect to payment of any incentives claimed by CONTRACTOR. SOLTRAN’S Executive Director may rely on information supplied by any means available in determining eligibility for incentives.

A.9.1 Liquidated Damages

Due to the nature of the services to be rendered, the CONTRACTOR and SolTrans agree that it is extremely difficult to ascertain actual damages that may result from failure on the part of the CONTRACTOR to perform any of its contractual obligations. Therefore, the CONTRACTOR’s liability shall be limited to and fixed at the sums stated in this section, as liquidated damages. Liquidated damages shall not be assessed for occurrences beyond the CONTRACTOR’s control.

1. A liquidated damage may be assessed at the rate of five hundred dollars ($500.00) per month if the CONTRACTOR fails to maintain an unclassified revenue rate below 10%.

2. A liquidated damage will be assessed at the rate of five hundred dollars ($500.00) per one-way trip missed due to CONTRACTOR error, such as failure to staff the trip, or provide prompt substitute buses to support mechanical road calls, passenger incidents, or other service interruptions.
   a. An additional liquidated damage may be assessed at the rate of one hundred dollars ($100.00) per one-way trip missed, if the missed trip is not announced via SolTrans approved public messaging channels at least fifteen (15) minutes before the scheduled departure time.
   b. Subsequent to the first missed or incomplete loop on any run, an additional liquidated damage may be assessed at the rate of one hundred dollars ($100.00) per missed loop occurring the same service day on the same run.
   c. Trips will be considered as missed if so announced via public message, unless a retraction is announced at least five minutes before the actual start of the trip.

3. A liquidated damage may be assessed at the rate of one hundred dollars ($100.00) per occurrence for passing up a passenger at a designated stop.

4. A liquidated damage may be assessed at the rate of two hundred fifty dollars ($250.00) per occurrence for a bus operating in revenue service with an
inoperable Clipper, Farebox, AVL, video surveillance system, heater, or air conditioner.

5. A liquidated damage may be assessed at the rate of five hundred dollars ($500.00) per month if the local fixed-route on-time performance is below eighty percent (80%).

6. A liquidated damage may be assessed at a rate of one thousand dollars ($1,000.00) per month if the local fixed route on-time performance is below seventy five percent (75%).

7. A liquidated damage may be assessed at a rate of five hundred dollars ($500.00) per month if the express service on-time performance is below seventy five percent (75%).

8. A liquidated damage may be assessed at a rate of one thousand dollars ($1,000.00) if the express service on-time performance is below seventy percent (70%).

9. A liquidated damage may be assessed at the rate of one thousand dollars ($1,000.00) per month if the CONTRACTOR, and SolTrans, receive two (2) or more valid customer complaints per ten thousand (10,000) boardings.
   a. Additional liquidated damages may be assessed at the rate of Five Hundred Dollars ($500.00) per zero point five (0.5) valid customer complaints beyond two (2) per ten thousand (10,000) boardings.
   b. All complaints not responded to by the 10th day of the following month will be considered valid.

10. A liquidated damage may be assessed at the rate of one hundred dollars ($100.00) per late complaint response, per day, until the complaint is responded to.

11. A liquidated damage may be assessed at the rate of two hundred dollars ($200.00) per occurrence of an incomplete or unacceptable complaint response as determined by SolTrans.
    An additional liquidated damage may be assessed at the rate of one hundred dollars ($100.00) per day until the incomplete or unacceptable complaint response is resolved, as determined by SolTrans.

12. A liquidated damage may be assessed at the rate of one hundred dollars ($100.00) per day if the CONTRACTOR fails to submit a report in a timely manner, or the report submitted fails to contain all information required by SolTrans, until the report is submitted with all required information.

13. A liquidated damage may be assessed at a rate of two hundred fifty dollars ($250.00) per observation or valid report of a contingency vehicle, an unpermitted vehicle type, or an excessive number of vehicles being used in service without prior written approval by SolTrans.

14. A liquidated damage may be assessed at the rate of five hundred dollars ($500.00) per occurrence where a fixed route bus Operator fails to properly
secure a passenger in a mobility device, including, but not exclusive to wheelchairs, prior to being transported on a vehicle.

15. A liquidated damage may be assessed at the rate of one thousand five hundred dollars ($1,500.00) per quarter* in which preventable accidents occur at a rate greater than one (1.0) per eighty thousand (80,000) total miles.

16. A liquidated damage may be assessed at the rate of five thousand dollars ($5,000.00) per quarter* in which preventable accidents occur at a rate greater than one (1.0) per sixty five thousand (65,000) total miles.

17. A liquidated damage may be assessed at the rate of five hundred dollars ($500.00) for a code 1 accident, or one thousand dollars ($1,000.00) for a code 2 accident, or two thousand dollars ($2,000.00) for a code 3 accident not reported to SolTrans within 24 hours of occurrence.

18. A liquidated damage may be assessed at the rate of two hundred fifty dollars ($250.00) per month if monthly ADA Paratransit productivity is less than two (2.0) passengers per revenue service hour, or five hundred dollars ($500.00) per month if monthly ADA Paratransit productivity is less than one point eight (1.8) passengers per revenue service hour.

19. A liquidated damage may be assessed at the rate of five hundred dollars ($500.00) per month if monthly ADA Paratransit on-time performance is less than ninety percent (90.0%), or one thousand dollars ($1,000.00) per month if monthly ADA Paratransit on-time performance is less than eighty five percent (85.0%), or two thousand dollars ($2,000.00) per month if monthly ADA Paratransit on-time performance is less than eighty percent (80.0%).

20. A liquidated damage may be assessed at the rate of one thousand dollars ($1,000.00) per occurrence where a paratransit Operator fails to properly secure a passenger in a mobility device, including, but not exclusive to wheelchairs, prior to being transported on a vehicle.

21. A liquidated damage may be assessed at the rate of five thousand dollars ($5,000.00) per occurrence where a passenger sustains injury as a result of a paratransit Operator’s failure to properly secure a passenger in a mobility device, including, but not exclusive of wheelchairs, prior to being transported on a vehicle.

22. A liquidated damage may be assessed at the rate of five hundred dollars ($500.00) per occurrence where CONTRACTOR misses a scheduled paratransit Pick-up.

23. A liquidated damage may be assessed at the rate of two hundred fifty dollars ($250.00) per occurrence where CONTRACTOR arrives more than 60 minutes late for a scheduled paratransit Pick-up.

24. A liquidated damage may be assessed at the rate of two hundred fifty dollars ($250.00) per observation or valid report of a paratransit passenger being kept on-board for an excessively long period of time. Excessive trip time shall be measured by any trip that takes more than 1.5 times the amount of time same trip would have taken on fixed route.

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25. A liquidated damage may be assessed at the rate of two hundred-fifty dollars ($250.00) per occurrence per day for each time a wheelchair ramp, lift, or destination sign does not function properly while in revenue or deadhead service.

26. A liquidated damage may be assessed at the rate of one hundred dollars ($100.00) per day for each incident where the exterior and/or interior of the bus are not clean. This can come to SolTrans attention via passenger/public complaint, direct observation, or other method.

An incident shall mean any vehicle identified to be in revenue or deadhead service or during a pre-planned inspection or audit by authorized SolTrans personnel; which is found to not meet the expectations for cleanliness.

27. A liquidated damage may be assessed at the rate of five hundred dollars ($500.00) per occurrence, per day, per bus, for failure to follow CONTRACTOR’s SolTrans-approved preventive maintenance plan. Failure shall be defined as when the bus is in need of the next scheduled maintenance procedure, yet the bus is in revenue service and the odometer indicates that the bus has gone beyond 10% of the scheduled interval. Adherence or non-adherence to the preventive maintenance program is to be reported in the monthly report.

28. A liquidated damage may be assessed at the rate of one thousand dollars ($1,000.00) per quarter* in which road calls due to real or reported mechanical failures occur at a rate greater than one (1.0) per ten thousand (10,000) total miles.

29. A liquidated damage may be assessed at the rate of two thousand five hundred dollars ($2,500.00) per quarter* in which road calls occur at a rate greater than one (1.0) per seven thousand five hundred (7,500) total miles.

30. A liquidated damage may be assessed at the rate of five hundred dollars ($500.00) per maintenance-related finding during a Federal Transit Administration (FTA) Triennial Review.

31. A liquidated damage may be assessed at the rate of five thousand dollars ($5,000.00) if the CONTRACTOR fails to pass a California Highway Patrol (CHP) inspection. If the CONTRACTOR fails the subsequent CHP inspection (i.e. fails two inspections in a row), a liquidated damage may be assessed at the rate of ten thousand dollars ($10,000.00) plus possible termination of the contract. If the CONTRACTOR fails another subsequent CHP inspection, which would be the third failure in a row, a liquidated damage may be assessed at the rate of twenty thousand dollars ($20,000.00) and may result in termination of the contract.

32. A liquidated damage may be assessed at the rate of one hundred dollars ($100.00) per day for each incident where the operations and maintenance facility is observed as not being cleaned to or beyond SolTrans requirements.

33. A liquidated damage may be assessed at the rate of one hundred dollars ($100.00) per instance for any other contract violation.
A.9.2  Incentives

Due to the nature of the services to be rendered, the CONTRACTOR and SolTrans agree that it is difficult to monetize the positive impacts that safe, reliable, friendly and professional transit service provides the community. Therefore, SolTrans’ liability to provide financial incentives for positive CONTRACTOR performance shall be limited to, and fixed at, the sums stated in this section, as incentives.

1. CONTRACTOR shall be eligible for a BONUS of five hundred dollars ($500.00) per month if local fixed-route and express service on-time performance combined exceeds eighty five percent (85%). Maximum of one payment per month.

2. CONTRACTOR shall be eligible for a BONUS of one thousand dollars ($1,000.00) per month if local fixed-route and express service on-time performance combined exceeds ninety percent (90%). Maximum of one payment per month.

3. CONTRACTOR shall be eligible for a BONUS of two thousand dollars ($2,000.00) per month if local fixed-route and express service on-time performance combined exceeds ninety five percent (95%). Maximum of one payment per month.

4. CONTRACTOR shall be eligible for a BONUS of five hundred dollars ($500.00) for each month in which the CONTRACTOR, or SolTrans, receives less than one (1) valid customer complaint per 10,000 boardings. Maximum of one payment per month.

5. CONTRACTOR shall be eligible for a BONUS of one hundred dollars ($100.00) per month for each month in which a customer submits a positive customer comment about the cleanliness of the vehicle. Maximum of one payment per month.

6. CONTRACTOR shall be eligible for a BONUS of five hundred dollars ($500.00) for each month in which there are no documented incidents of CONTRACTOR failure to properly utilize the transit technologies provided by SolTrans, including the CAD/AVL, Farebox, Clipper readers, and other technologies required for daily use.

7. CONTRACTOR shall be eligible for a BONUS of five hundred dollars ($500.00) for each month in which ADA Paratransit productivity exceeds two point five (2.5) passengers per revenue service hour. Maximum of one payment per month.

8. CONTRACTOR shall be eligible for a BONUS of one thousand dollars ($1,000.00) for each month in which ADA Paratransit productivity exceeds three (3.0) passengers per revenue service hour. Maximum of one payment per month.

9. CONTRACTOR shall be eligible for a BONUS of five hundred dollars ($500.00) for each month in which ADA Paratransit on-time performance exceeds ninety two percent (92.0%). Maximum of one payment per month.
10. CONTRACTOR shall be eligible for a BONUS of one thousand dollars ($1,000.00) for each month in which ADA Paratransit on-time performance exceeds ninety six percent (96.0%). Maximum of one payment per month.

11. CONTRACTOR shall be eligible for a BONUS of five hundred dollars ($500.00) for each quarter* in which preventable accidents occur at a rate of less than one (1) per eighty five thousand (85,000) revenue miles. Maximum of one payment per quarter.

12. CONTRACTOR shall be eligible for a BONUS of one thousand dollars ($1,000.00) for each quarter* in which preventable accidents occur at a rate of less than one (1) per one hundred thousand (100,000) revenue miles. Maximum of one payment per quarter.

13. CONTRACTOR shall be eligible for a BONUS of two thousand dollars ($2,000.00) for each quarter* in which preventable accidents occur at a rate of less than one (1) per one hundred twenty five thousand (125,000) revenue miles. Maximum of one payment per quarter.

14. CONTRACTOR shall be eligible for a BONUS of five hundred dollars ($500.00) for each quarter* in which road calls occur at a rate of less than one (1) per ten thousand (10,000) revenue miles. Maximum of one payment per quarter.

15. CONTRACTOR shall be eligible for a BONUS of one thousand dollars ($1,000.00) for each quarter* in which road calls occur at a rate of less than one (1) per fifteen thousand (15,000) revenue miles. Maximum of one payment per quarter.

16. CONTRACTOR shall be eligible for a BONUS of two thousand dollars ($2,000.00) for each quarter* in which road calls occur at a rate of less than one (1) per twenty thousand (20,000) revenue miles. Maximum of one payment per quarter.

17. CONTRACTOR shall be eligible for a BONUS of five hundred dollars ($500.00) for each CHP BIT Inspection in which a CHP Officer fails to identify a single maintenance-related defect. Maximum of one payment per biannual inspection.

*NOTE: Quarterly liquidated damages and incentives for miles between preventable accidents (MBPA) and miles between road calls (MBRC) may be claimed and assessed on a “rolling-quarterly” basis for any three consecutive months.

Once a quarterly liquidated damage is assessed or incentive claimed for any three month period, CONTRACTOR will not be liable for the same liquidated damage or eligible for the same incentive again until three months (one rolling quarter) after the previous assessment or claim.
SECTION A.10 REQUIRED PROPOSAL FOR SOLTRANS OPTION

A.10.1 Bus Stop and Transit Center Maintenance Repair and Cleaning

SolTrans is evaluating its possibilities to obtain the optimal choice to provide bus stop and transit center maintenance, repair, and cleaning. All PROPOSERs are required to submit separate, optional pricing and staffing plan to perform maintenance and cleaning services at:

- Sereno Transit Center, 750 Sereno Dr (shelters and public areas only)
- Vallejo Transit Center, 311 Sacramento St (shelters, walkways and public areas only)
- Curtola Park & Ride Hub, 801 Curtola Pkwy (shelters and public areas only)
- Approximately 72 bus shelters
- Approximately 380 bus stops without shelters

CONTRACTOR will be responsible for providing bus shelter and bus stop maintenance and service throughout SolTrans’ service area. This service shall be priced separately on the pricing form as an option. This maintenance shall include:

1. General maintenance and repair of bus shelters, and all passenger waiting areas at transit centers. This includes repair and/or replacement of vandalized wind panels, benches, lights, solar panels, schedule holders, trash cans, etc. and painting of shelters and other street furniture as needed.

2. General maintenance and repair of bus stop signs, poles, and other street furniture. At present, SolTrans has approximately 380 stop locations without shelters. Includes repair of signs, poles, benches, schedule holders, trash cans, etc.

SolTrans shall provide bus stop amenities including bus stop signs, shelters, or shelter parts, trash containers, etc. to the CONTRACTOR to fulfill the stop and shelter maintenance obligation. CONTRACTOR will not be expected to maintain SolTrans offices at VTC. CONTRACTOR will not be expected to maintain landscaping at any of the facilities. SolTrans will provide the CONTRACTOR with a facility maintenance checklist.

CONTRACTOR may be responsible for providing bus shelter and bus stop janitorial (cleaning) and support services throughout SolTrans’ service area. CONTRACTOR will not be expected to clean SolTrans offices at the VTC. This service shall be priced separately on the pricing form. This service shall include:

1. The Vallejo Transit Center (including the forthcoming York Street extension), Sereno Transit Center, and Curtola Park & Ride Hub will be cleaned daily.

2. CA-37 & Fairgrounds stops will be cleaned weekly, or more often as needed.

3. Twice yearly pressure washing of all stops using SolTrans-approved water recovery procedures, or as required by SolTrans to ensure proper cleanliness and safety at each bus stop location. The CONTRACTOR will be required by
SolTrans to pressure wash more regularly at high visibility and/or high ridership bus stops.

4. General cleaning includes, but is not limited to, graffiti removal, glass and bench cleaning, removal of foreign substances, sweeping shelter interior and sidewalk immediately surrounding the stop (20’ in any direction), pressure washing as needed for, and removal or trimming of weeds, grasses, or branches that impede access or visibility at:
   a. SolTrans’ twenty (20) high use, high profile shelter locations, which will be cleaned a minimum of three times a week,
   b. SolTrans’ remaining shelters, fifty two (52) at present, which will receive general cleaning once a week. These may be cleaned more frequently depending upon the need as determined by SolTrans.
   c. SolTrans’ approximately three hundred eighty (380) stops that do not have shelters. Stops without shelters will be serviced at SolTrans’ direction as needed.

5. CONTRACTOR shall provide all cleaning supplies and cleaning equipment required.

A.10.2 Liquidated Damages – Required Proposal for SolTrans Option

1. A liquidated damage may be assessed at the rate of one hundred dollars ($100.00) per day for each incident where a damaged bus stop sign, bench, schedule holder, or bus shelter is not repaired or replaced to SolTrans’ specifications within five business days of CONTRACTOR notification.

2. A liquidated damage may be assessed at the rate of one hundred dollars ($100.00) per day for each incident where a bus stop or bus shelter is not cleaned according to schedule or an emergent mess situation at a stop is not addressed and cleaned during the day it is reported.
APPENDIX B. REQUIRED FORMS

Appendix B.1. Request for Pre-Offer Clarification or Change

The following form must be used for requested clarifications, or changes, and must be submitted as far in advance of the Due Date as specified in SECTION 3.5 PROPOSER COMMUNICATIONS AND REQUESTS of the RFP.

REQUEST FOR PRE-OFFER CHANGE

PROPOSER:

Solicitation Ref: Page: Section:

Questions/Clarification:

Procuring Agency:
Appendix B.2. 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.

**ACKNOWLEDGMENT OF ADDENDA**

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

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Appendix B.3.  Lobbying Certification

The PROPOSER certifies, to the best its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, Disclosure Form to Report Lobbying, in accordance with its instruction, as amended by Government wide Guidance for New Restrictions on Lobbying, 61 Fed. Reg. 1413 (1/19/96).

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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


________________________________________________________________________
PROPOSER’S Authorized Official’s Signature

________________________________________________________________________
Name and Title of the PROPOSER’s Authorized Official

________________________________________________________________________
Date
Appendix B.4. 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 inserted 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.

_______________________________________________ __________________________
Notary public                                                                                   My commission expires

Signature of Affiant                                    Date

Sworn to before me this ___________ day of _________________, 20__._

Notary public                                      My commission expires

Seal
Appendix B.5.  Debarment and Suspension Certification

The prospective lower tier participant (PROPOSER) certifies, by submission of this bid or proposal, that neither it nor its principals as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective participant (PROPOSER) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an X in the following space

________.


________________________________________
PROPOSER’S Authorized Official’s Signature

________________________________________
Name and Title of the PROPOSER’s Authorized Official

________________________________________
Date
Appendix B.6. Certification Regarding Alcohol Misuse and Prohibited Drug Use

1. As required by FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” at 49 CFR part 655, subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655

2. The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the U.S. Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The undersigned’s failure to so comply shall constitute a material breach of contract.

Signature: ____________________________________________

Name: _______________________________________________

Title: _______________________________________________

Date: _______________________________________________

Firm Name: __________________________________________
Appendix B.7. Form for Proposal Deviation

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to Section 3.7 Conditions, Exceptions, Reservations and Understandings of the RFP. One copy without any price/cost information is to be placed in the technical proposal as specified in Section 4.3 Technical Proposal Requirements and a separate copy with any price/cost information placed in the price proposal as specified in Section 4.6 Price Proposal Requirements of the RFP. The PROPOSER should identify any means of potential savings in performing this service.

<table>
<thead>
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<th>PROPOSER:</th>
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<th>Page:</th>
<th>Section:</th>
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</table>

Complete Description of Deviation

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Rationale (Pros and Cons):

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</tbody>
</table>


Appendix B.8. Pricing Schedule

Based on the general and specific provisions and requirements contained in the Request for Proposals, and terms and conditions of this RFP, receipt, review, and understanding is hereby acknowledged, the undersigned PROPOSER hereby proposes to manage and operate SOLTRANS service at the prices indicated below. PROPOSER must provide separate cost details for each of the services (Fixed Route, Paratransit, and Maintenance) proposed. PROPOSER must propose on all services including the Required SolTrans Option specified in Appendix A Scope of Work.

PROPOSERS proposing on fixed route must also submit proposals for all other services under this RFP and must provide pricing on cost per revenue service hour.

PROPOSERS must use the GENERAL PRICING FOR FISCAL YEAR: _____ table below to provide pricing for each proposal year. One table must be clearly completed for each fiscal year for which PROPOSER is proposing to provide service(s). Again, this RFP covers five, base fiscal years (FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, and FY 2024-25) and up to five, one-year options (FY 2025-26, FY 2026-27, FY 2027-28, FY 2028-29, and FY 2029-30). The price(s) quoted shall remain firm during the entire term of the contract.

Detailed Budget Line Item Pricing Required

In addition to completing the table below for each proposed fiscal year, PROPOSERS must provide detailed budget line item pricing per category that clearly defines how the costs were derived or calculated. Required details shall not exclude the following elements:

Salaries and benefits individually reported for each personnel position in the PROPOSER’S proposed organizational chart in the following categories:

- Management
- Administration
- Customer service
- Operations
- Maintenance (vehicle and facility)
- Overtime budget beyond expected salary savings
- Office supplies
- Operational supplies
- Any amortized costs
- Insurance costs for each of the required coverages specified in this RFP
- Utilities
- Phone bill
- Maintenance parts and supplies
- Uniforms
- Tire costs
- Fuels/lubricants
- Training
- Travel
- Professional services/consulting costs, and;
- Any other detailed costs that contribute to the annual budget totals.
The totals in the detailed line item budget must match the totals in the General Pricing for Fiscal Year ___ table for each category. Any credits that PROPOSER will provide to SOLTRANS for mutually agreed-upon work no longer required of PROPOSER must be identified in Detailed Budget Line Item Pricing.

For purposes of pricing services and supporting equipment and supplies, SOLTRANS shall be responsible for purchasing vehicles (revenue and support vehicles) and major support equipment for maintaining the vehicles such as garage lifts, filter cleaners, etc., as well as any other mutually agreed upon equipment. SOLTRANS shall not pay for any equipment, systems, and programs of PROPOSER that duplicates any function(s) or service(s) provided by SOLTRANS-owned and preferred equipment, systems, and programs.

PROPOSER shall further provide information on the useful life and replacement schedule(s) for any equipment purchased for meeting the service obligations as outlined in this RFP and specified in PROPOSER’S proposal. SOLTRANS shall own all capital equipment, systems, parts, tools, maintenance supplies/inventory, engines, transmissions, engine components, and any capital items purchased under this RFP.

SOLTRANS reserves the right to pay for all capital items in their entirety without amortization. Note: PROPOSER shall provide additional cost details upon request by SOLTRANS, and PROPOSER shall expeditiously meet such requests taking no later than 5 working days to do so. Also, for purposes of this RFP, SOLTRANS defines capital items as those items that have a value equal to or greater than $500 or have a useful life of at least one year.
### General Pricing for Fiscal Year Table

**GENERAL PRICING FOR FISCAL YEAR: ________**

<table>
<thead>
<tr>
<th>Cost Category (Separate Capital Costs as specified)</th>
<th>PERIOD: (Example: July 1, 2020 – June 30, 2021)</th>
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<tbody>
<tr>
<td></td>
<td>Revenue Hours/ Miles*</td>
</tr>
<tr>
<td>Fixed Route (FR)</td>
<td></td>
</tr>
<tr>
<td>Paratransit (Para)</td>
<td></td>
</tr>
</tbody>
</table>

**FIXED MONTHLY FEE WILL BE BASED ON THE ITEMS BELOW AS APPLICABLE**

- Vehicle Maintenance
- Vehicle Maintenance (Projected Capital Items)
- Facility Maintenance
- Facility Maintenance (Projected Capital Items)
- Customer Service
- General Administration
- Overhead
- Insurance
- Performance Bond
- Profit
- Depreciation/amortized costs (specify costs)
- Other Ops. Costs/Credits
- Other Capital for doing business (i.e. computers, software)

**Total:**

*Proposed costs are based on the revenue hours/miles (SOLTRANS to provide) reported in this column. For vehicle maintenance, SOLTRANS is interested in calculating cost per revenue mile based on the total revenue miles and total annual cost reported by PROPOSER.*
**Appendix B.9  Offer**

PROPOSER shall complete the following form and include same in the price proposal.

<table>
<thead>
<tr>
<th>OFFER</th>
</tr>
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<tbody>
<tr>
<td>By execution below PROPOSER hereby offers to furnish equipment and services as specified in SolTrans’ Request for Proposals # 2019-RFP-05</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPOSER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
</tbody>
</table>

| Street Address |

| City, State, Zip |

| Signature of Authorized Signer |

| Title |

| Phone |
## APPENDIX C. SOLTRANS REFERENCE LISTS

### Appendix C.1 SolTrans Revenue and Non-Revenue Fleet as of October 2019.

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<thead>
<tr>
<th>Veh. #</th>
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<th>Model</th>
<th>OAL (Ft)</th>
<th>Fuel Type</th>
<th>Purchase Year</th>
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</thead>
<tbody>
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<td>5115</td>
<td>MCI</td>
<td>D4500</td>
<td>45</td>
<td>CNG</td>
<td>2019</td>
</tr>
<tr>
<td>5116</td>
<td>MCI</td>
<td>D4500</td>
<td>45</td>
<td>CNG</td>
<td>2019</td>
</tr>
</tbody>
</table>

* Electric buses in final assembly and scheduled for delivery in November 2019. SolTrans has on order at least 2 additional buses, CNG-powered MCI regional commuter coaches. SOLTRANS has embarked on converting its fleet to a combination of CNG and Electric buses. Currently, most active local fixed route buses are diesel-electric hybrids, with two battery electric and one CNG. Most regional commuter buses are CNG with two spare diesels.
Appendix C.2. SolTrans Provided Transit Technologies and Systems

The following technologies and systems are provided to PROPOSER by SOLTRANS for use on the SOLTRANS contract only.

- Avail AVL/CAD system, including:
  - MyAvail workstation (dispatch, maintenance, customer service)
  - MyStop mobile application for real-time arrival information (customer facing)
- The Master Scheduler (TMS) fixed route bus software (used for service scheduling, blocking, run cutting, rostering)
- Trapeze PASS paratransit software (used for trip booking and scheduling, paratransit dispatching)
- Clipper electronic fare readers
- Clover POS software and equipment
- Fleetwatch software for monitoring bus fueling
- REI Armor on-bus video/audio surveillance software and hardware
ACCESSIBLE FORMATS

This guide is available in accessible formats. To obtain a copy please contact SolTrans Customer Service (707) 648-4666.

Esta guía está disponible en formatos accesibles. Para obtener una copia, comuníquese con Servicio al Cliente de SolTrans al (707) 648-4666.

Ang gabay na ito ay magagamit sa mga magagamit na format. Upang makakuha ng isang kopya mangyaring makipag-ugnay sa Serbisyo sa Parukyano ng SolTrans (707) 648-4666.

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<th>TABLE OF CONTENTS</th>
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<td>INTRODUCTION</td>
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<td>SolTrans Paratransit</td>
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<td>Other Transportation Services</td>
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<td>ELIGIBILITY</td>
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<td>Eligibility Status</td>
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<td>Appeals</td>
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<td>Visitor Eligibility &amp; Out-of-Area Visitor Riding Privileges</td>
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<td>SERVICE AREA &amp; HOURS OF OPERATION</td>
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<td>SolTrans Customer Service Hours</td>
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<td>SCHEDULING A RIDE</td>
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<tr>
<td>Negotiated Pickup Time</td>
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<tr>
<td>Pickup Window</td>
</tr>
<tr>
<td>Information You Must Provide</td>
</tr>
<tr>
<td>Topic</td>
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<td>--------------------------------------------</td>
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<td>Confirming Your Ride</td>
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<td><strong>FARES</strong></td>
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<td><strong>RIDER RULES &amp; PROCEDURES</strong></td>
</tr>
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<td>Cancellation &amp; No-Show Policy</td>
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<td>Seat Belts</td>
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<tr>
<td>Personal Care Attendants (PCAs)</td>
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<tr>
<td>Companions</td>
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<td>Service Animal &amp; Pet Policy</td>
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<td>Package Limitations</td>
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<td><strong>SOLTRANS CODE OF CONDUCT</strong></td>
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<td>Suspension of Service</td>
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<td>Suspension Appeals</td>
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<tr>
<td><strong>FAQS</strong></td>
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<td>Lost &amp; Found</td>
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<tr>
<td>Disclaimers</td>
</tr>
<tr>
<td>Map of Service Area</td>
</tr>
<tr>
<td>Contact Information</td>
</tr>
</tbody>
</table>
Welcome to Solano County Transit (SolTrans) Americans with Disabilities Act (ADA) Paratransit services. This Rider’s Guide explains how to use SolTrans Paratransit, as well as other services that you are qualified for as a result of becoming ADA Paratransit certified. In order to ensure the best experience when using our ADA Paratransit services, please carefully read this Guide and note references to other publications that you may find useful.

SOLTRANS PARATRANSIT
In accordance with the Americans with Disabilities Act (ADA) of 1990, SolTrans Paratransit is an adaptive bus service for people who have disabilities that prevent them from using fixed-route bus service for some or all their trips. SolTrans Paratransit:

- is SolTrans’ complementary ADA Paratransit service
- is prescheduled (one to seven days in advance)
- is an origin-to-destination service
- is a shared-ride bus service
- uses a variety of wheelchair-accessible vehicles
- operates the same hours and days as the local, fixed-route bus service
- provides transportation in Benicia and Vallejo
OTHER TRANSPORTATION SERVICES

In addition to SolTrans Paratransit, there are other transportation services and programs that are available to ADA-certified riders.

SolTrans Local Fixed-Route Bus Service
Transportation within Benicia and Vallejo for the general public that travels on a designated route pathway at fixed times. These routes use wheelchair-accessible buses with ramps or lifts which can be deployed upon request. ADA-Certified customers are qualified to ride for the Reduced fare (seniors 65+, disabled or medicare cardholders). Please refer to the SolTrans Service Guide for more information.

SolanoExpress Intercity Commuter Bus Service
Longer-distance, fixed-route buses that serve major transit hubs and centers such as BART and other major, regional destinations. These buses are equipped with lifts for wheelchairs, walkers and other non-ambulatory needs. Reduced fares are accepted for riders with disabilities. Please refer to the SolanoExpress Service Guide for more information.

Solano Transportation Authority (STA)-SolTrans Subsidized Lyft Pilot Program
Subsidized rideshare transportation performed by Lyft and wheelchair-accessible van fleets. This service provides on-demand, same-day, trips anywhere within Benicia and to select transfer points in Vallejo at reduced cost to riders. Applications are required for access to the program and increased subsidies. For more information please call Solano Mobility (800) 535-6883 or SolTrans Customer Service (707) 648-4666.
Solano Transportation Authority (STA) Intercity Taxi Card Program
Subsidized taxi services for individuals who can enter and exit a taxi independently. This service provides on-demand, same-day trips between zones in Solano County at a reduced cost to riders. For more information please refer to the Solano County Intercity Taxi Card Program Riders Guide or call Solano Mobility (800) 535-6883.

Solano Mobility Transportation Programs
Solano Mobility can help riders plan trips using any of the options above, as well as several other travel options tailored to the needs of all types of riders. Solano Mobility also provides several free or reduced-cost programs for individuals with disabilities. For more information please call Solano Mobility (800) 535-6883.
To use SolTrans Paratransit or any of the services in the Other Transportation section, you must apply for ADA eligibility and become ADA paratransit certified. In accordance with the ADA, eligibility is assessed on a case-by-case basis and assessments are performed in-person by C.A.R.E. Evaluators, an independent transit mobility assessment team that specializes in ADA paratransit eligibility evaluations.

To apply for eligibility, please call C.A.R.E. Evaluators (707) 541-7184 to schedule an in-person assessment. The assessment is free, and transportation to and from the assessment can be provided upon request from most areas in Benicia and Vallejo. Please see Service Area & Hours of Operation (pg. 8) for more details.

C.A.R.E. evaluators
ELIGIBILITY STATUS
Written notification of an eligibility decision, including any necessary explanations of determining factors, will be provided within 21 days of an in-person eligibility assessment. C.A.R.E may determine the level of your eligibility or ineligibility for ADA Paratransit service.

If you are determined to be ADA Paratransit eligible, C.A.R.E. will certify your eligibility as one of the following:

- **Unconditional Eligibility**
  Under the ADA, unconditional eligibility status means that an individual is unable to independently use fixed-route services under any circumstances and thus must make all trips using complementary paratransit.

- **Conditional Eligibility**
  For this eligibility status, the ADA states that complementary paratransit service is required only on trips that cannot be made on fixed-route.

- **Temporary Eligibility**
  Individuals with temporary eligibility status are qualified to use ADA paratransit for the duration of their disability that prevents them from using fixed-route services.

If you are certified under one of these statuses, you may immediately begin to use SolTrans Paratransit or any other ADA Paratransit services under the terms of your eligibility. Depending on your eligibility status, you may be required to complete re-certification every 3 years; C.A.R.E Evaluators will send you a new application 2 months prior to your renewal deadline. For those individuals with unconditional eligibility, you will be automatically recertified, and an informational update will be mailed to you by C.A.R.E. Evaluators 2 months prior to your renewal deadline.
ELIGIBILITY APPEALS

If you disagree with your eligibility decision or your eligibility status, you have the right to appeal the decision. Instructions for filing an appeal will be included in your determination letter.

The final determination of your appeal will be made within 30 days of receipt of your appeal. Should the determination of your appeal take longer than 30 days, SolTrans will provide ADA Paratransit service pending the decision of the appeal.

VISITOR ELIGIBILITY & OUT-OF-AREA VISITOR RIDING PRIVILEGES

Your SolTrans ADA Paratransit certification qualifies you to ride ADA Paratransit with any transit agency that operates fixed-route service in the United States. When planning trips or vacations, please reach out to the transit agency in the area you plan to visit in advance of your arrival and ask for information on their services.

If you are a visitor to Vallejo or Benicia with valid ADA certification from your hometown, you may use SolTrans Paratransit for up to 21 days annually without seeing C.A.R.E for an in-person assessment. Please be prepared to provide proof of your ADA certification or proof of residence and proof of disability if not readily apparent, when scheduling trips on SolTrans Paratransit. Visitors are encouraged to contact C.A.R.E. Evaluators at least two business days before they wish to travel on SolTrans Paratransit, so that the appropriate administrative arrangements can be made ahead of time.

The remainder of this guide is designed for ADA-certified riders using SolTrans Paratransit.
MAP OF SERVICE AREA

Please see the map in the pocket at the back of this brochure.

SolTrans Paratransit provides service within ¾ of a mile (0.75 miles) of SolTrans Local Fixed-Route Bus Service. It also provides service within the same areas as the STA-SolTrans Subsidized Lyft Pilot Program.

NOTE: Hiddenbrooke and portions of Mare Island are outside of our service area.

You can travel within Solano County by using:

- SolTrans Paratransit to transfer to a SolanoExpress Intercity Commuter Bus routes;
- the STA Intercity Taxi Card Program; or
- Solano Mobility Transportation Programs.

To travel outside of Solano County, use:

- SolTrans Paratransit to transfer to a SolanoExpress Intercity Commuter Bus routes; or
- Solano Mobility Transportation programs to connect to other transit agency ADA paratransit services.
WEEKDAY & WEEKEND SERVICE

SolTrans Paratransit operates 7 days a week during the same times as SolTrans Local Fixed-Route Bus Service and the STA-SolTrans Subsidized Lyft Pilot Program. Both services operate approximately during the following hours:

<table>
<thead>
<tr>
<th>Service Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday – Friday</td>
<td>5:30 am to 9:00 pm*</td>
</tr>
<tr>
<td>Saturday</td>
<td>6:30 am to 7:00 pm</td>
</tr>
<tr>
<td>Sunday</td>
<td>8:30 am to 6:30 pm</td>
</tr>
</tbody>
</table>

*Effective December 1, 2019.
Prior to that, service ends at 7:00 pm.

The time of your specific trip depends on the hours of operation of the fixed-route service available at your origin and destination. Last trips will be scheduled to be completed within the hours of service.
**HOLIDAY SERVICE**
SolTrans observes several holidays throughout the year and thus, SolTrans Paratransit is limited or unavailable during the Holidays listed below:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Service Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>No Service</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>Limited Service: Saturday Service</td>
</tr>
<tr>
<td>Presidents Day</td>
<td>Limited Service: Saturday Service</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>No Service</td>
</tr>
<tr>
<td>Easter Day</td>
<td>No Service</td>
</tr>
<tr>
<td>Independence Day</td>
<td>No Service</td>
</tr>
<tr>
<td>Labor Day</td>
<td>No Service</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>Limited Service: Saturday Schedule</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>No Service</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Limited Service: Saturday Schedule</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>No Service</td>
</tr>
<tr>
<td>Christmas Eve to New Year’s Eve (12/24, 12/26 – 12/31)</td>
<td>Limited Service: Saturday Schedule for all weekdays</td>
</tr>
</tbody>
</table>
SOLTRANS CUSTOMER SERVICE, TICKET OFFICE & SOLTRANS PARATRANSIT SCHEDULING HOURS

For reservations or general inquiries about services and fares, please call SolTrans Customer Service at **(707) 648-4666.** Please note the following hours of operation for SolTrans departments that you may be trying to reach for your transportation needs:

<table>
<thead>
<tr>
<th>Type of Inquiry</th>
<th>Department</th>
<th>Service Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Inquiries</strong></td>
<td>SolTrans Customer Service</td>
<td>Monday – Friday</td>
<td>8 am – 7 pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Saturday</td>
<td>Closed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sunday</td>
<td>Closed</td>
</tr>
<tr>
<td><strong>Reservations</strong></td>
<td>SolTrans Paratransit Reservations</td>
<td>Monday – Friday</td>
<td>8 am – 5 pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Saturday</td>
<td>9 am – 4 pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sunday</td>
<td>Closed</td>
</tr>
<tr>
<td><strong>Fares</strong></td>
<td>SolTrans Ticket Office</td>
<td>Monday – Friday</td>
<td>5 am – 5 pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Saturday</td>
<td>8:30 am – 4 pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sunday</td>
<td>Closed</td>
</tr>
</tbody>
</table>
To schedule a ride on SolTrans Paratransit, please call SolTrans Customer Service (707) 648-4666. Trip requests should be made 1 to 7 business days in advance of your planned trip.

**NEGOTIATED PICKUP TIME**
The reservation agent will negotiate a pickup time up to 1 hour before or 1 hour after the requested trip time to accommodate all ride requests. Please remember that our service is a “shared-ride” service, meaning that you may have other riders get on or off the bus during your trip. SolTrans is not able to prioritize rides by trip purpose. A trip on paratransit should take about the same amount of time it would take to make the most similar trip on fixed-route bus service, including travel time to and from bus stops and wait time for transfers.

**PICKUP WINDOW**
A SolTrans Paratransit ride is considered on-time if the vehicle arrives at the pickup location between 15 minutes before and 15 minutes after the negotiated pickup time.

**WAIT TIME**
Upon arrival, drivers will wait up to 5 minutes from the time of arrival or the beginning of the pickup window — whichever is later.

**INFORMATION YOU MUST PROVIDE**
When scheduling your trip, please be ready to provide:
- Your First and Last Name
- Phone Number
- ADA Paratransit ID Number
- Date you would like to travel
- Appointment Time (and Chair Time, if applicable)
- Desired pick-up time
- Pick-up address: Number Street, Apt/Suite #, City, Zip Code
- Drop-off address: Number Street, Apt/Suite #, City, Zip Code
- If you use a mobility device
- If you will be accompanied by a service animal
- If you will be accompanied by a personal care attendant (PCA)
- If you will be accompanied by a companion (including children)
- Any information that the driver may need, such as gate codes, directions to a hard-to-find location or location with multiple housing units.

We will note on your record if you have a mobility device, service animal, PCA or have any special needs common to all your trips, so you do not have to repeat these details each time you make a reservation.

If you are travelling to an appointment, please tell the reservation agent what time you must arrive at your destination, allowing at least 15 minutes before the appointment time for unexpected delays. Please note that the reservation agent cannot negotiate both the pickup and drop-off time for the same trip. Pickups for trips booked with appointment times will be scheduled to allow for enough travel time to ensure on-time arrival at the destination.

If you would like to take a roundtrip, please let our reservation agent know and be prepared to confirm information for your return trip (i.e. pick-up address, drop-off address and desired pick-up time).

**CONFIRMING YOUR RIDE**

After making the ride request, if you have signed up for SolTrans’ myRide for Paratransit alerts, you will receive confirmation of your scheduled trip and pick-up time according to your pre-selected options. myRide for Paratransit is an automated trip confirmation system that allows you to confirm, cancel or reschedule your trips by phone or text one day before your trip. Please refer to the myRide for Paratransit User Guide or call Customer Service for more information or to enroll.
Fares for SolTrans Paratransit are $4.00 per one-way trip. Personal Care Attendants (PCAs) traveling with an ADA certified rider ride free of charge.

All other riders, including guests and children 6 years and older must pay the fare. (Please refer to pg. 20 for rules on PCAs and rules on companions and children on paratransit) When you make a reservation for a trip on SolTrans Paratransit, you can confirm the total fare for your reservation.

Fares are collected immediately upon boarding, so please have your exact fare ready prior to boarding. You can pay with a pass, cash or a combination of both, but please note that the driver cannot make change.

<table>
<thead>
<tr>
<th></th>
<th>Cash</th>
<th>10-Ride Pass</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soltrans Paratransit (ADA Certification Required)</td>
<td>$4.00</td>
<td>$40.00</td>
</tr>
</tbody>
</table>
BENEFITS OF USING SOLTRANS FIXED-ROUTE SERVICES

Many SolTrans Paratransit riders can use fixed-route services for some of their trips. Fixed-route services do not require a reservation and riders can travel at their convenience. SolTrans Paratransit riders qualify for Reduced fares.

<table>
<thead>
<tr>
<th>Reduced (Senior 65+/ Disabled/Medicare)</th>
<th>Cash</th>
<th>Day Pass</th>
<th>10-Ride Pass</th>
<th>31-Day Pass</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>$1.00*</td>
<td>$2.25</td>
<td>$9.00</td>
<td>$30.00*</td>
</tr>
<tr>
<td>Solano County Express</td>
<td>$1.35</td>
<td>$2.75</td>
<td>N/A</td>
<td>$35.00</td>
</tr>
<tr>
<td>Out Of County Express</td>
<td>2.50*</td>
<td>$5.00</td>
<td>N/A</td>
<td>$57.00</td>
</tr>
<tr>
<td>Route 82</td>
<td>$5.00</td>
<td>1 Pass Swipe +Upcharge</td>
<td>N/A</td>
<td>1 Pass Swipe +Upcharge</td>
</tr>
</tbody>
</table>

*Available on Clipper (If you plan on traveling on both SolTrans and FAST systems please purchase a paper pass from either SolTrans or FAST ticket offices, new interagency passes are not available on Clipper.) Discount available if Clipper is used before 12-31-19.
PURCHASING TICKETS

All SolTrans bus passes are available at the Vallejo Transit Center:

Vallejo Transit Center
311 Sacramento St.
Vallejo, CA 94590

5 am – 5 pm, Mon – Fri
8:30 am – 4 pm, Sat

One-way trips must be purchased with cash onboard the SolTrans Paratransit buses.

All bus passes may be purchased at the ticket office for cash, credit, personal check or Commuter Check. Please note that paratransit fares are not available on Clipper.

Limited bus passes are also available for purchase at the following locations. Please contact the vendor directly for pass availability, store hours and forms of payment accepted.

Safeway
50 Solano Sq.
Benicia, CA 94510
(707) 745-4047

Safeway
709 Lincoln Rd. West
Vallejo, CA 94590
(707) 643-2172

Safeway
774 Admiral Callaghan Ln.
Vallejo, CA 94591
(707) 554-8035

Safeway
122 Robles Way
Vallejo, CA 94591
(707) 554-4467

Safeway
103 American Canyon Rd.
American Canyon, CA 94503
(707) 649-5150

Solano Community College Bookstore
4000 Suisun Valley Rd.
Suisun City, CA 94585
(707) 864-7111

City of Benicia
250 East L St.
Benicia, CA 94510
(707) 746-4225

Florence Douglas Senior Center
333 Amador St.
Vallejo, CA 94585
(707) 643-1044

Please note that all SolTrans passes and tickets have an expiration date and are not refundable or exchangeable.
DRIVERS CAN:

■ help fasten lap belts
■ assist sight-impaired riders
■ offer an arm for stability
■ open the outside street door at your pick-up or drop-off location

DRIVERS CANNOT:

■ enter a residence or other building to look for a rider
■ lift or carry a wheelchair or customer
■ leave the vehicle unattended
■ maneuver the vehicle in a way that could be hazardous, including backing out of a driveway and entering some driveways and parking lots
■ carry grocery bags or other items (please see Package Limitations, pg. 21)
■ take information from the rider about cancellations or changes in reservations
CANCELLATION & NO-SHOW POLICY

If you will not be able to take a ride, please cancel it at least 2 hours before the scheduled pickup time. Cancellations less than 2 hours before the scheduled pickup time will be recorded as no-shows.

Riders who establish a pattern or practice of no-shows are subject to sanctions. Riders will be considered to have established a pattern or practice of no-shows if they:

- schedule 30 or more one-way trips within a 30-day period and no-show 10% or more of their scheduled trips; or
- schedule fewer than 30 one-way trips within a 30-day period and no-show 3 or more of their scheduled trips.

Sanctions may include verbal or written warnings and repeated violations may result in a temporary suspension of service not to exceed 30 days. Riders will not be penalized for no-shows that occur for reasons beyond their control.

FARE PAYMENT

Riders must pay the required fare for each trip. Please refer to Fares (pg. 14) for complete SolTrans Paratransit fare information. Repeated failures to pay the required fare may result in sanctions including suspension.
WHEELCHAIRS & MOBILITY DEVICE LIMITATIONS

All SolTrans Paratransit rides are provided in wheelchair-accessible vehicles equipped with lifts or ramps. All lifts and ramps are certified for a load-rating consistent with ADA regulations.

Drivers will assist with wheelchair and mobility device loading and they must secure the device before moving the vehicle. Riders who are using 3-wheeled scooters are encouraged to transfer to a seat on the bus if possible.

SolTrans Paratransit may be unable to transport riders who cannot board using the lift or ramp equipped on their scheduled vehicle. The vehicle used to provide any specific trip is decided based on the most efficient solution for SolTrans Paratransit to provide all the trips scheduled that day. Please remember that we are not able to offer customers a choice of vehicle. A rider may board separately from their device, if they are able to do so without the assistance of the driver.
SEAT BELTS
California law requires that riders wear seatbelts when available. For riders who use wheelchairs, the driver will assist you with your seatbelt as part of the securement process. Children travelling on SolTrans Paratransit vehicles must comply with California state regulations regarding child safety seats; child safety seats must be supplied by the rider.

PERSONAL CARE ATTENDANTS (PCAS)
A personal care attendant is someone a rider needs to help them perform daily life activities. Riders who are certified as needing a personal care attendant at the time of their paratransit eligibility assessment, can ride with their PCA. PCAs ride at no additional charge.

COMPANIONS
A companion is a friend, relative or other person who is traveling with a rider but is not coming along primarily to help them. Companions are accommodated on a space-available basis. Companions pay the same fare as the eligible rider. Up to two children 5 and under may travel as companions for free with a fare-paying, certified-eligible rider; additional children pay the same fare as the eligible rider.
SERVICE ANIMAL & PET POLICY

A service animal is any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. If a rider intends to regularly travel with a service dog, the reservation agent at the time of scheduling should be asked to note this for all future trips.

Pets, emotional support and other companion animals must be in an appropriate crate or pet carrier.

PACKAGE LIMITATIONS

Riders must be able to manage their own packages. Drivers cannot carry packages or perform other personal services (please refer to Driver Rules & Procedures, pg. 17). Riders who need assistance with packages may bring along a companion to assist them or PCA if certified for a PCA.

Packages must always be under a rider’s direct control and may not block the aisles.
SolTrans Paratransit riders must abide by the SolTrans Code of Conduct. Violations may result in immediate removal from a vehicle or facility and suspension of service.

**SUSPENSION OF SERVICE**
Riders who repeatedly fail to abide by SolTrans rules, policies or procedures may be suspended temporarily. Riders who engage in violent, illegal or seriously disruptive behavior may be suspended immediately and indefinitely.

**SUSPENSION APPEALS**
Any rider who is suspended has the right to appeal their suspension. Appeal hearings will be held in-person at the earliest feasible opportunity within 30-days of receipt of the appeal request by SolTrans. The appellant will be provided with accessible transportation to and from the hearing free of charge. During the hearing, the rider will have the opportunity to be heard and present evidence and arguments in support of their appeal. The suspension will be enforced pending the final result of the appeal process.
What if I need to take a paratransit trip outside of the Benicia, Vallejo (Regional Paratransit Shuttle)?

Effective, August 30, 2019, SolTrans does not provide a Regional Paratransit Shuttle. Please call Solano Mobility to determine the best mode of transportation to locations outside Benicia or Vallejo.

Is there a local taxi scrip program?

Effective Fall 2019, SolTrans will no longer administer the local taxi scrip program. Please contact Solano Mobility to enroll in all taxi scrip programs.

LOST AND FOUND

To report a lost or found item call SolTrans Customer Service or visit the SolTrans O&M Facility. Riders can also use the Contact Us/Customer Service form on the SolTrans website.
DISCLAIMERS

The SolTrans ADA Paratransit Services Riders’ Guide is subject to revision without notice. In the event of conflict between the Guide and any law or regulatory obligation of SolTrans or its operations subcontractor, the law or regulation will prevail. SolTrans Paratransit operates in accordance with the ADA.

SolTrans is committed to providing safe, reliable, courteous, efficient, and accessible transportation services that effectively link people, jobs, and communities. SolTrans grants reasonable modifications to policies and procedures on an individual basis in order to avoid discrimination on the basis of a disability, unless:

- the requested modification is not actually necessary for the person to use the service;
- granting the modification would result in a direct threat to the health and safety of others; or
- granting the modification would result in a fundamental alteration of SolTrans’ services.

Any person who believes that they have been discriminated against or denied full participation in SolTrans’ services or programs on the basis of disability is encouraged to file an ADA complaint. Riders may file ADA complaints or requests for reasonable modification to SolTrans’ policies and procedures using the Contact Us form on the SolTrans website, by telephone at (707) 736-6990, and by mail or in person at:

Vallejo Transit Center  
311 Sacramento Street  
Vallejo, CA 94590

SolTrans O&M Facility  
Operations & Maintenance  
1850 Broadway Street  
Vallejo, CA 94589

All ADA complaints should be directed to the attention of the Manager, Operations & Planning. Assistance filing ADA complaints will be provided upon request.

To obtain a copy of any SolTrans policy, marketing materials, public records, or other information in an accessible format, please call (707) 648-4666.
CONTACT INFORMATION

SolTrans Customer Service
(707) 648-4666

Solano Mobility
(800) 535-6883

SolTrans Administration
(707) 736-6990
311 Sacramento Street
Vallejo, CA 94590
Appendix C.4. SolTrans Transit System Map
APPENDIX D. SAMPLE CONTRACT

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

by and between

SOLANO COUNTY TRANSIT (SOLTRANS)

and

[CONTRACTOR]

July 1, 2020
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TRANSLIT OPERATIONS AND MAINTENANCE SERVICES CONTRACT

THIS TRANSLIT OPERATIONS AND MAINTENANCE SERVICES CONTRACT (Contract) is made as of July 1, 2020 between SOLANO COUNTY TRANSLIT (SolTrans), a California joint powers authority existing pursuant to Government Code section 6500, et seq. and XXX XXX ("CONTRACTOR"), (collectively, the “Parties” and individually as a “Party”).

RECATALS

1. Public entities are authorized by Government Code section 26002 to furnish and operate public transportation services and by the Public Utilities Code section 99288 and Government Code section 31000 to contract with an operator to provide such services.

2. SolTrans was formed on November 30, 2010 as Joint Powers Authority between the Cities of Benicia and Vallejo and the Solano Transportation Authority whose purpose is to take advantage of the opportunities for more economical provision of transit services through economies of scale and to improve and expand the provision of a variety of transit services including, but not limited to, normal and customary intra-city bus transit, intercity commuter transit, ADA paratransit services, and connecting transit to other transportation providers.

3. On October 18, 2019, SolTrans issued a Request for Proposals No.: 2019-RFP-05 ("RFP") for transit operations and maintenance services.

4. Prior to the submission of proposals by interested firms, SolTrans issued XX addenda to the RFP (Addenda) which amended or clarified requirements in the RFP and once issued, were incorporated into the RFP.

5. On December 18, 2019, CONTRACTOR submitted a proposal to provide transit operations and maintenance services for SolTrans as requested in the RFP and Addenda.

6. On January XX, 2020, Contractor submitted a “Best and Final Offer” which was recommended to the SolTrans Board of Directors on March 20, 2020 for approval.

7. This Contract is intended to satisfy the requirements of Public Utilities Code section 99288, and the rules and regulations adopted by the State of California Secretary of Business, Transportation and Housing Agency, and the Metropolitan Transportation Commission, pursuant to Public Utilities Code section 99401, making a portion of SolTrans funds available under the Mills-Alquist-Deddeh Act of 1971, as amended.

8. CONTRACTOR represents that it is in the business and fully qualified in the field of public transportation, and is fully willing and able to perform this Contract at the specified costs, and with the specified level of service and quality, including all attached Exhibits, inclusive. SolTrans has awarded this Contract in reliance upon such representations, and on CONTRACTOR’s particular skills,
experience, and abilities as represented by CONTRACTOR.

9. That for and in consideration of the payments and obligations to be made and performed by SolTrans, the CONTRACTOR agrees with SolTrans, to provide transit operation and maintenance services as required in this Contract from the date of execution for the prices set forth as full compensation in the manner specified and contained in the Contract and related Exhibits.

AGREEMENT

The Parties agree as follows:

1 DEFINITIONS

The following are definitions of special terms used in this document.

Authorized Signer: The person who is executing this Contract on behalf of the CONTRACTOR and who is authorized to bind the CONTRACTOR.

Baseline Revenue Service Hours: The number of hours projected to be performed during the first year of this agreement, calculations of percentage of future annual revenue hours are based upon changes in revenue hours divided by the Baseline Revenue Service Hours.

Best and Final Offer (BAFO): The last offer made by CONTRACTOR.

CONTRACTOR: The successful CONTRACTOR who is awarded a Contract for providing all services described in the contract documents.

CONTRACTOR REPRESENTATIVES: Employees, agents, or otherwise representatives of the successful CONTRACTOR who is awarded a Contract for providing the services herein.

Offer: A promise, if accepted, to deliver services according to the underlying solicitation of the Procuring Agency documented using the prescribed form in the solicitation, including any bid or proposal or Best and Final Offer.

Procuring Agency: An agency seeking services through a competitive, solicitation process. In this case, Solano County Transit (SolTrans) is the procuring agency.

Executive Director: The person who is executing this Contract on behalf of the Procuring Agency (SolTrans) and who has complete and final authority except as limited herein.

Request for Proposals (RFP): The document that is issued by the Procuring Agency for services that it desires to outsource to a Contractor for managing and delivering on its behalf. The RFP outlines the scope of work and requirements for CONTRACTORS.

Solicitation: Procuring Agency’s Request for Proposals.
2 **SCOPE OF WORK**

2.1 **SCOPE OF SERVICES**

1. This is an agreement to provide transit operations and maintenance services. The CONTRACTOR agrees to provide these services to SolTrans in accordance with the terms and conditions of this Contract. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of CONTRACTORs with special expertise in providing all bus operations, maintenance, management, courteous service, operating and supervisory staff, and to provide lubricants and other supplies and equipment as relate to operate the SolTrans Transportation Services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations -in active status throughout the duration of this engagement.

2. The scope of the CONTRACTOR’s services shall consist of the services set forth in the Request for Proposals dated October 18, 2019, including all addenda, attached and incorporated herein as Exhibit A, as supplemented by CONTRACTOR’s written proposal dated December 18, 2019, attached and incorporated herein as Exhibit B.

3. As part of its scope and services, CONTRACTOR shall, at its sole cost and expense, obtain any and all permits, licenses, certifications, or entitlements to operate as are now or hereafter required by any agency to enable CONTRACTOR to perform this Contract, and shall provide copies of all such entitlements to SolTrans when received by CONTRACTOR.

2.2 **CHANGES IN SERVICE**

1. SolTrans shall reimburse CONTRACTOR for each fixed route Vehicle Revenue Hour (VRH) that is deployed as per the published fixed route timetables, or other previously specified hours for special events or other services. A VRH does not include initial (deadhead) travel time from CONTRACTOR’s office, facility, or driver’s break location to the first passenger’s pick-up location or first timepoint of revenue service vehicle pre- or post-trip inspections, vehicle maintenance time, driver unpaid break times, meal breaks, fueling, or probing/vaulting operations.

2. SolTrans shall reimburse CONTRACTOR for each revenue service hour, under the complementary paratransit program. ADA Paratransit Revenue Service Hours shall be measured "gate-to-gate" from the time a vehicle leaves the yard in service until the vehicle returns to the yard, exclusive of unpaid break time, excessive slack time, or other out of service time.

3. SolTrans reserves the right to order an increase or decrease in the overall quantity of scheduled fixed route/commuter VRH(s) with thirty, (30) days written
notice to CONTRACTOR. SolTrans reserves the right to reduce or increase overall VRH(s) by up to 20%. Such reduction shall not be considered a change in the Scope of Work under the CONTRACT.

4. SolTrans reserves the right to establish dates of service changes and CONTRACTOR shall execute said services changes upon date as approved by SolTrans.

5. Furthermore, should SolTrans require changes in routes, schedules and other elements of work to respond to immediate issues impacting on-time performance, reliability, efficiency, or safety of services, CONTRACTOR shall implement such changes within 30-calendar days (preferably sooner) from receipt of written notice to proceed by SolTrans’ Executive Director or his/her designee.

6. Any changes outside of the aforementioned range or limits may be provided by CONTRACTOR at a separately negotiated fee.

2.3 MODIFICATIONS TO CONTRACT

1. SolTrans, without invalidating the contract, may order additions to or deletions from the work to be performed. If justified, the contract charges will be adjusted accordingly. Any alteration(s) made in the provisions that are a part of the contract shall not operate to release any surety or sureties from liability or any bond(s) attached to and made a part of this Contract. New provisions in excess of 20% of the Baseline Revenue Service Hours must be mutually agreeable to SolTrans and the CONTRACTOR. Contract Modifications must be authorized by the SolTrans Executive Director and must be executed as a written amendment to the Contract.

2. SolTrans shall have the right to make changes in routes, schedules and other elements of work not involving extra cost and not inconsistent with the work to be performed. In addition, SolTrans may make alterations or additions in routes or schedules to respond to the demands of special events and other occurrences, provided that if additional cost to the CONTRACTOR results therefrom, extra payment will be made by SolTrans in an amount equal to the extended (applicable revenue hour) rate specified in the contract or as may be otherwise agreed to by SolTrans and CONTRACTOR in writing and in advance of such extra work.
2.4 VERBAL AGREEMENT OR CONVERSATION

No prior, current, or post award verbal agreement(s) with any officer, agent or employee of SoITrans shall affect or modify any terms or obligations of this Contract or subsequent amendments.

2.5 CONTRACTOR’S REPRESENTATIVE

It is understood and agreed by the parties that, at all times during the term of this Contract, that the CONTRACTOR’s General Manager shall serve as the primary staff person of CONTRACTOR to undertake, render, and oversee all of the services under this Contract. The CONTRACTOR may substitute this person with another person, who shall possess similar qualifications and experience for this position; however, SoITrans reserves the right to interview and/or approve each person presented for substitution prior to the substituted person providing services pursuant to this Contract.

3 TERM OF AGREEMENT

The CONTRACTOR shall furnish SoITrans with all the materials, equipment, and services called for under this Contract, and perform all other work, if any, described in the Exhibit A. The term of this Contract shall commence on July 1, 2020 and shall continue thereafter for a five-year period through June 30, 2025, unless terminated sooner pursuant to the Contract. SoITrans reserves the right, at its sole discretion, to exercise up to five one-year option terms. If SoITrans determines to exercise the option term(s), SoITrans will give the CONTRACTOR at least 90 days written notice of its determination.

4 COMPENSATION, MANNER OF PAYMENT, NOTICES

4.1 COMPENSATION

1. As compensation for the faithful performance by the CONTRACTOR of the service called for under the base term of this Contract, SoITrans shall pay the CONTRACTOR in accordance with this RFP at the rates set forth in the CONTRACTOR’s Best and Final Offer dated January XX, 2020, incorporated into this Contract as Exhibit C. Total Compensation shall not exceed $X,XXX,XXX.XX for FY 2020-21.

2. On occasion, SoITrans may request CONTRACTOR to purchase and “pass through” invoices for items necessary to the services performed pursuant to this Contract. The goods purchased remain the property of SoITrans. The invoices shall not count against agreed upon the contracted Maximum Obligation.
4.2 MANNER OF PAYMENT

1. The CONTRACTOR shall submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period and the contract number. Specifically, CONTRACTOR shall present costs by function within the given month as based upon the agreed upon method by which SolTrans shall compensate CONTRACTOR, i.e.:
   a. Fixed Route VRH
   b. ADA Paratransit VRH
   c. Maintenance Administration and Labor
   d. Parts (including tires)
   e. Customer Service
   f. Insurance
   g. Subcontracted Services, and
   h. Overhead/GA

2. SolTrans will pay approved invoices/billing statements within 30 calendar days of their receipt. SolTrans reserves the right to withhold payment or partial payment to the CONTRACTOR, provisionally or permanently, if SolTrans disputes the amounts due and owing for performance by CONTRACTOR as previously documented by SolTrans to CONTRACTOR in writing or if the invoices/billing statements appear to SolTrans to be in error, or in accordance with Section 8.5 of this agreement. SolTrans shall provide written notice to the CONTRACTOR within 10 business days of SolTrans’ decision not to pay provided, however, that any amounts not in dispute shall be timely paid.

3. One copy of each invoice should be submitted via soft copy format (PDF) via email to the current SolTrans Executive Director and to the Operations and Planning Manager as follows:

   E-Mail: beth@soltransride.com and john@soltransride.com

   A hard copy may be mailed to SolTrans administrative offices at:

   SolTrans
   Attn: Accounting Department
   311 Sacramento Street
   Vallejo, CA 94590

4.3 NOTICES

1. All communications relating to the day-to-day activities of the provided services shall be exchanged between SolTrans’ designee and the CONTRACTOR’s
2. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by national overnight courier addressed as follows:

If to SolTrans:  
Executive Director: Beth Kranda  
Solano County Transit (SolTrans)  
311 Sacramento Street  
Vallejo, CA  94590

If to the CONTRACTOR:

3. The address to which mailings may be made, may be changed from time to time by email notice to either party.

5  OWNERSHIP AND CONFIDENTIALITY

5.1  OWNERSHIP OF WORK

1. All reports, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for reporting on the performance of the services to be performed by CONTRACTOR shall be and are the property of SolTrans. SolTrans shall be entitled to copies and access to these materials during the progress or after completion of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the services pursuant to this Contract shall be immediately delivered to SolTrans in hard copy if available and requested by SolTrans, and in a generally accessible and mutually agreed-upon digital format, i.e.: PDF, CSV, etc. If any materials are lost, damaged, or destroyed before final delivery to SolTrans, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Contract for its use in its general business activities. SolTrans shall retain access to and ownership rights for all software, hardware, facilities, tools and equipment provided to CONTRACTOR by SolTrans for use under this SolTrans Agreement. If CONTRACTOR-owned or controlled software applications or utilities are necessary to access any materials covered under this section, CONTRACTOR shall make such tools available to SolTrans to facilitate SolTrans’ access in accordance with this agreement.

2. Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under
this Contract are hereby assigned to SolTrans. The CONTRACTOR agrees to execute any additional documents which may be necessary to evidence such assignment.

5.2 CONFIDENTIALITY

1. Any SolTrans materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Contract ("Confidential Information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of Confidential Information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to perform the services set forth in Section 1 of this Contract; provided, however that Confidential Information does not include information that CONTRACTOR can demonstrate: (x) was known to the CONTRACTOR prior to disclosure by SolTrans, (y) is or becomes generally available to the public other than as a result of disclosure, directly or indirectly, by CONTRACTOR, or (z) becomes available to CONTRACTOR on a non-confidential basis from a source other SolTrans.

2. The CONTRACTOR, its employees, subcontractors, sub-consultants and agents, shall not release any reports, information, or other materials prepared in connection with this Contract, whether deemed Confidential Information or not, without the approval of SolTrans' Executive Director or designee.

6 INDEMNIFICATION AND INSURANCE

6.1 RESPONSIBILITY: INDEMNIFICATION

1. CONTRACTOR agrees to, and will, indemnify and hold SolTrans, its directors, officers, agents, employees, and certified volunteers as maintained in SolTrans log, (hereinafter, collectively, “Owner Indemnities”) harmless from, and defend Indemnities against any and all claims, demands, actions, causes of action, or damages of any kind whatsoever without regard to negligence of the CONTRACTOR (hereinafter referred to collectively as “Claims and Damages”) which may arise from the CONTRACTOR’s provision of the Transportation Services as contemplated by this Contract excepting the negligence or willful misconduct of Owner (SolTrans).

2. CONTRACTOR shall also indemnify and hold harmless SolTrans, its agents, officers and employees from and against any and all Claims and Damages: 1) arising out of ownership, operation, use, maintenance and/or control of non-revenue vehicles (excluding buses) and any automobiles registered to, owned by or used by CONTRACTOR in the provision of Transportation Services; and 2) arising from CONTRACTOR’s obligations to its employees under Workers’ Compensation and any amendments or successor acts thereto. With respect to
those matters referred to above, the CONTRACTOR shall also have the duty to defend as well as to indemnify and hold harmless SolTrans.

3. If any of the provisions to indemnify a party against liability, loss or damage would be prohibited by or unenforceable under the law of the State of California for any reason, the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law. The provisions of this subsection shall under no circumstances be interpreted as limiting in any manner the obligations of any insurer under any insurance policy maintained in accordance with the terms of this Contract.

6.2 INSURANCE

The insurance requirements specified in this Section shall cover CONTRACTOR’s own liability and any liability arising out of work or services performed under this Contract by any subcontractors, sub-consultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as “Contractor Representatives”) that CONTRACTOR authorizes to work under this Contract. The CONTRACTOR and all Contractor Representatives are required to procure and maintain at their sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Contract.

CONTRACTOR is also required to assess the risks associated with work to be performed by Contractor Representatives under subcontract and to include in every subcontract the requirement that the Contractor Representative maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. To the extent that any Contractor Representative does not procure and maintain such insurance coverage, the CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR’s indemnity obligation as to itself or any of Contractor Representatives in the absence of coverage. In the event CONTRACTOR or Contractor Representatives procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR’s insurance be primary without any right of contribution from SolTrans. SolTrans requires that CONTRACTOR insure all vehicles provided and owned by SolTrans and operated under this agreement by CONTRACTOR. SolTrans acknowledges that it has reviewed the insurance certificates and insurance provided by CONTRACTOR and has determined that such coverage and certificates are acceptable.

6.2.1 CONTRACTOR’S RESPONSIBILITIES - MINIMUM TYPES AND SCOPE OF INSURANCE

1. Without limiting CONTRACTOR’s obligation to indemnify SolTrans, CONTRACTOR must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to
property which may arise from or in connection with the performance of
the work under this Contract and the results of that work by
CONTRACTOR, CONTRACTOR’s agents, representatives, employees or
subcontractors.

2. Minimum Scope of Insurance

Coverage must be at least as broad as:

a. Workers’ Compensation insurance as required by the State of
California and Employer’s Liability Insurance.

b. A crime Insurance policy covering CONTRACTOR’S employees or
outsiders for loss of or damage to money, securities, or other
property resulting from theft. In lieu of a Client Property Blanket
Bond, Contractor may provide a policy that contains a Joint Loss
Payee endorsement or other Third Party coverage naming
SolTrans.

3. Minimum Limits of Insurance

CONTRACTOR must maintain limits no less than:

i. General Liability: $15,000,000 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
project/location or the general
aggregate limit shall be twice the
required occurrence limit.

ii. Automobile
Liability: $15,000,000 per accident for bodily injury and
property damage.

iii. Workers’
Compensation: As required by the State of California.

iv. Employee Theft
Insurance/ Crime
Insurance $250,000 per Employee Dishonesty
$250,000 per Client Property Blanket Bond
$250,000 per Computer Fraud incident
$ 50,000 per Inside or Outside Premises
$250,000 per Depositors Forgery

4. If CONTRACTOR maintains higher limits than the minimums shown
above, SolTrans is entitled to coverage for the higher limits maintained by
CONTRACTOR.
5. Other Insurance Provisions

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

a. SolTrans, the cities of Benicia and Vallejo, STA (Solano Transportation Authority), AC Transit, and the respective officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations.

b. For any claims related to work performed under this Contract, CONTRACTOR’s insurance coverage must be primary insurance with respect to the SolTrans, the cities of Benicia and Vallejo, and STA and the respective officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by SolTrans, the cities or Benicia or Vallejo, STA, or AC Transit, the respective officers, officials, agents, employees, or volunteers is excess of CONTRACTOR’s insurance and shall not contribute to it.

c. Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by CONTRACTOR, except after 30 days prior written notice has been provided to SolTrans.

6. Waiver of Subrogation

a. CONTRACTOR agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

b. The Workers’ Compensation policy must be endorsed with a waiver of subrogation in favor of SolTrans for all work performed by CONTRACTOR, its employees, agents and subcontractors.

7. 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.

8. Verification of Coverage

a. CONTRACTOR must furnish SolTrans with original certificates and endorsements effecting coverage required by this Contract.

b. The endorsements should be on forms provided by SolTrans or, if on other than SolTrans’s forms, must conform to SolTrans’s requirements and be acceptable to SolTrans.
c. SolTrans must receive and approve all certificates and endorsements before work commences.

d. However, failure to do so shall not operate as a waiver of these insurance requirements.

e. SolTrans reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Failure to provide evidence of and maintain insurance coverage as specified in this agreement (Section 6.2.1 above) shall trigger a penalty in the amount of $5,000 per day per violation.

6.3 PERFORMANCE BOND AND PERFORMANCE BOND RENEWAL

The CONTRACTOR shall provide SolTrans with a series of Performance Bonds. Pursuant to the RFP, the CONTRACTOR shall maintain a valid Performance Bond in a form satisfactory to SolTrans, and in an amount equal to the value of the fifth year of operations (FY 2024-25) as set forth in Exhibit C throughout the entire term of this Contract, including option years if exercised, guaranteeing the CONTRACTOR’s full performance under this Contract. The CONTRACTOR shall file a renewed Performance Bond with SolTrans a minimum of 120 days prior to any expiration date indicated on an existing Performance Bond. The Performance Bond shall be in place shall terminate automatically upon provision of a replacement Performance Bond. At no time during the term of the Contract, including any option terms that may be exercised, will there be any gap in coverage of a valid Performance Bond. Failure to provide continuous coverage of a Performance Bond will constitute a material breach. If no replacement Performance Bond is provided as required, the existing Performance Bond shall continue in effect for its full term, but CONTRACTOR may be deemed in material breach of the contract if CONTRACTOR fails to provide a replacement bond in the manner described above.

7 SUBCONTRACTING & ASSIGNMENT

7.1 USE OF SUBCONTRACTORS/SUBCONSULTANTS

The CONTRACTOR shall not subcontract any services to be performed by it under this Contract without the prior written approval of SolTrans. Any subcontractors/subconsultants must be engaged under written contract with the CONTRACTOR with provisions requiring the Subcontractor/Subconsultant to comply with all requirements of this Contract.

7.2 INDEPENDENT CONTRACTOR’S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of SolTrans. The CONTRACTOR is and shall be an
independent contractor and the legal relationship of any person performing services for
the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

7.3 ASSIGNMENT

The CONTRACTOR shall not assign any of its rights nor transfer any of its obligations
under this Contract without the prior written consent of SolTrans.

7.4 SOLTRANS WARRANTIES

SolTrans makes no warranties, representations, or agreements, either express or
implied, beyond such as are explicitly stated in this Contract. SolTrans warrants that
the vehicles and equipment supplied to CONTRACTOR as of the date of
commencement of CONTRACTOR’s operations under this Contract are road worthy
and/or in operable condition and the facilities to be occupied are in compliance with
applicable building codes and are OSHA compliant.

7.5 SOLTRANS REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of
Directors of SolTrans, SolTrans’ Executive Director, or such person or persons as
he/she shall designate in writing from time to time, shall represent and act for SolTrans.
For purposes of overseeing the day to day operations of CONTRACTOR, SolTrans’
representative shall be the Operations and Planning Manager.

8 CLAIMS, DISPUTES & TERMINATION

8.1 CLAIMS OR DISPUTES

1. The CONTRACTOR shall be solely responsible for providing timely written notice
to SolTrans of any claims for additional compensation and/or time in
accordance with the provisions of this Contract. It is SolTrans’ intent to
investigate and attempt to resolve any CONTRACTOR claims before the
CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR’s
failure to provide timely notice shall constitute a waiver of CONTRACTOR’s
claims for additional compensation and/or time.

2. The CONTRACTOR shall not be entitled to the payment of any additional
compensation for any cause, including any act, or failure to act, by SolTrans, or
the failure or refusal to issue a modification, or the happening of any event,
thing, or occurrence, unless it has given SolTrans due written notice of a
potential claim. The potential claim shall set forth the reasons for which the
CONTRACTOR believes additional compensation may be due, the nature of the
costs involved, and the amount of the potential claim.
3. If based on an act or failure to act by SoITrans, such notice shall be given to SoITrans prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

4. If there is a dispute over any claim arising out of this Contract including but not limited to performance, amounts due and owing, results of an audit or inspection, the CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by SoITrans, and shall be governed by all applicable provisions of the Contract. The CONTRACTOR shall maintain cost records of all work that is the basis of any dispute. If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute a contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the Contract.

8.2 REMEDIES

In the event the CONTRACTOR fails to comply with the requirements of this Contract in any way, SoITrans reserves the right to implement administrative remedies which may include, but are not limited to, withholding of payments, assessment of liquidated damages, and termination of the Contract in whole or in part. Prior to exercising any administrative remedy, SoITrans shall promptly notify CONTRACTOR in writing if CONTRACTOR is in default of CONTRACTOR’s performance under this Contract. 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, SoITrans reserves the right to either cure the default at its own expense which shall be chargeable to CONTRACTOR or terminate this Contract pursuant to Section 8.3 below.

8.3 TERMINATION

1. SoITrans shall have the right to terminate this Contract at any time for cause or convenience by giving ninety (90) days written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any expenditure of time or resources past the ninety (90) day period.

2. If the Contract is terminated for any reason other than a breach or default by CONTRACTOR, SoITrans shall pay to the CONTRACTOR in accordance with the provisions of this Contract all sums actually due and owing from SoITrans for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such suspension or termination. If the Contract is terminated for breach or default, SoITrans shall remit final payment to
CONTRACTOR in an amount to cover only those services performed and
expenses incurred in full accordance with the terms and conditions of this
Contract up to the effective date of termination.

3. SolTrans shall not in any manner be liable for the CONTRACTOR's actual or
projected lost profits had the CONTRACTOR completed the services required
by this Contract.

8.4 MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

1. All CONTRACTOR and subcontractor/sub-consultant costs incurred in the
performance of this Contract will be subject to audit upon advance notice and
on a reasonable basis not disruptive to CONTRACTOR'S operations. The audit
will be conducted by personnel qualified and experienced in audits of this nature
and subject to a confidentiality agreement that names CONTRACTOR as a third
party beneficiary. The CONTRACTOR and its subcontractors/sub-consultants
shall permit SolTrans, or its authorized representatives to inspect, examine,
make excerpts from, transcribe, and copy the CONTRACTOR's books,
maintenance software system, work, documents, papers, materials, payrolls
records, accounts, and any and all data relevant to the Contract at any
reasonable time, and to audit and verify statements, invoices or bills submitted
by the CONTRACTOR pursuant to this Contract. The CONTRACTOR shall also
provide such assistance as may be required in the course of such audit. The
CONTRACTOR shall retain these records and make them available for
inspection for a period of six (6) years after expiration or termination of the
Contract.

2. If, as a result of the audit, it is determined by SolTrans' auditor or staff that
reimbursement of any costs including profit or fee under this Contract was in
excess of that represented and relied upon during price negotiations or
represented as a basis for payment, the CONTRACTOR agrees to reimburse
SolTrans for those costs within sixty (60) days of written notification by SolTrans;
provided, however, if Contractor disagrees with the results of the audit,
Contractor shall have the ability to subject to a claims dispute process in
accordance with Section 8.

8.5 LIQUIDATED DAMAGES

The Scope of Work sets forth conditions under which liquidated damages may be
assessed by SolTrans against the CONTRACTOR. In order to implement an effective
liquidated damages arrangement, within thirty (30) days of receipt of the monthly invoice
from CONTRACTOR, Sol Trans will notify CONTRACTOR in writing (email is an acceptable
form of writing) as to any liquidated damages to be assessed during the specified invoice
period and the specifics of the occurrence giving rise to such liquidated damage claim.
The CONTRACTOR has ten (10) business days thereafter to review the claim(s) for
liquidated damages made by Sol Trans and provide any information that refutes such
claim(s) to Sol Trans. If there is any continued disagreement, the parties shall address such
dispute in accordance with the dispute resolution provisions set forth in Section 8.1 and the payment of such refuted claims for liquidated damages shall be held in abeyance until the dispute is resolved. Failure to timely notify shall relieve CONTRACTOR of its obligation to pay liquidated damages for such occurrence.
9 FEDERAL REQUIRED CLAUSES

Parties referenced in the following clauses are defined as:

1. “Awarding Agency” is SoITrans.
2. “PROJECT” is the Awarding Agency’s federally supported project.
3. “CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.
4. “Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

9.1 NO GOVERNMENT OBLIGATION TO THIRD-PARTIES

No Obligation to Third-Parties by use of a Disclaimer

1. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

2. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate federal clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the Federal Transit Administration (FTA).

3. No Relationship between the California Department of Transportation (CA DOT) and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the CA DOT and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR’S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency’s obligation to make payments to the CONTRACTOR. As a result, the
CA DOT shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

4. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the CA DOT.

5. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

9.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT statements or related acts

1. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and US Department of Transportation regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the FTA assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.

2. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

3. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
9.3 **ACCESS TO RECORDS**

1. Access to Records: The Awarding Agency, the California Department of Transportation, the State Auditor General, the FTA, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

2. Record Keeping: The CONTRACTOR and all subcontractors shall maintain all data, books, documents, reports, statistics, papers, sub-agreements, leases, arrangements, accounting records, and other evidence pertaining to the performance of this Contract in whole or in part. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for a period of not less than three (3) years from the date of termination or expiration and final payment under this Contract and all subagreements.

3. Accounting Records: The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation and/or the FTA. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

9.4 **FEDERAL, STATE OR LOCAL CHANGES**

Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any Federal, State, or Local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the Contract to the maximum extent feasible, unless the FTA or California Department of Transportation provides otherwise in writing.

9.5 **CIVIL RIGHTS – TITLE VI, EEO, AND ADA**

Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

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

2. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation’s Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the FTA/California Department of Transportation may issue.

3. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the
FTA/California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency or the FTA/California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the CONTRACTOR’S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

   1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
   2. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the FTA/California Department of Transportation to enter into such litigation to protect the interests of the FTA/California Department of Transportation.

9.6 INCORPORATION OF FEDERAL TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or
refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

9.7 ENERGY CONSERVATION

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable FTA/California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

9.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE) – PROMPT PAYMENT/RETURN OF RETAINAGE

CONTRACTOR agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:


B. The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract by the Awarding Agency, or such other remedy the Awarding Agency deems appropriate. which may include, but is not limited to:
   a. Withholding monthly progress payments;
   b. Assessing sanctions;
   c. Liquidated damages; and/or
   d. Disqualifying the CONTRACTOR from future bidding as non-responsible. 49 C.F.R. § 26.13 (b).

C. Prompt Payment and Return of Retainage

1. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR’s receipt of payment for that work from the Awarding Agency.

2. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.

3. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262
and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.

4. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR’s receipt of payment for that work from the Awarding Agency. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor’s work related to this Agreement is satisfactorily completed.

9.9 **EMPLOYEE PROTECTIONS**

1. **Prevailing Wage and Anti-Kickback:** Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. A-39 Contract Work Hours and Safety Standards.

2. **Contract Work Hours and Safety Standards:** For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible
therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

9.10 TERMINATION

Additional Termination Provisions

1. Termination for Convenience (General Provision). When it is in the Awarding Agency’s best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.

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

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

3. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

9.11 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Debarment and Suspension

1. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.

2. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program,” implementing Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

3. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its “principals,” as defined at 49 CFR Part 29.

4. Before entering into any third-party contract exceeding $25,000, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding $25,000.

9.12 BUY AMERICA

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured
products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds $150,000. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

9.13 BREACHES AND DISPUTE RESOLUTION

Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency’s Executive Director or his/her designee. If the CONTRACTOR’S challenge is not made within the ten (10) day period, the Awarding Agency Representative’s decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

9.14 LOBBYING RESTRICTIONS

1. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, “New Restrictions on Lobbying.” 49 CFR Part 20, if the bid is for an award for $100,000 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR’S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

2. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the
undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the form instructions.

3. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed $100,000 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

9.15 CLEAN AIR

1. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

9.16 CLEAN WATER

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

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

9.17 FLY AMERICA

1. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the “Fly America” Act and 49 U.S.C. Section
40118, “Use of United States of America Flag Carriers,” and 41 CFR Section 301-10.131 through 301-10.143.

2. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, (“Fly America” Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

9.18 CHARTER SERVICE OPERATIONS

The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

9.19 SCHOOL BUS OPERATIONS

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

9.20 RECYCLED PRODUCTS

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive
Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

9.21 SECTION 504 AMERICANS WITH DISABILITIES ACT REQUIREMENTS

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

9.22 VEHICLE OPERATOR LICENSING

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver’s license, including any special operator license that may be necessary for the type of vehicle operated.

9.23 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

1. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

2. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

9.24 SAFE OPERATIONS OF MOTOR VEHICLES

CONTRACTOR agrees as follows:

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

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

9.25 SUBSTANCE ABUSE REQUIREMENTS

CONTRACTOR agrees to comply with the following Federal substance abuse regulations:


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

10 ADDITIONAL REQUIREMENTS

10.1 COMPLIANCE WITH CALIFORNIA LABOR CODE SECTIONS 1070-1074

The CONTRACTOR agrees to comply with all the provisions of California Labor Code Sections 1070-1074 regarding Transit Employee Protective Agreements.
11 GENERAL TERMS

11.1 WAIVER

Any waiver of any breach or covenant of this Contract must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Contract shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

11.2 SEVERABILITY

If any provision of this Contract shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Contract, and in any event, the remaining provisions of this Contract shall remain in full force and effect.

11.3 NO THIRD-PARTY BENEFICIARIES

This Contract is not for the benefit of any person or entity other than the parties.

11.4 APPLICABLE LAW

This Contract, its interpretation and all work performed under it shall be governed by the laws of the State of California with venue residing in Solano County in the State of California. The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Contract and to the work to be done hereunder, including all rules and regulations of SolTrans.

11.5 RIGHTS AND REMEDIES OF SOLTRANS

The rights and remedies of SolTrans provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

11.6 BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.
11.7 ENTIRE AGREEMENT; MODIFICATION

This Contract for Services, including any attachments, constitutes the complete Contract between the parties and supersedes any prior written or oral communications. This Contract may be modified or amended only by written instrument signed by both the CONTRACTOR and SolTrans. The Contract documents are intended to be complementary and interpreted in harmony so as to avoid any conflict. In the event of a conflict between the terms and conditions of this Contract and the attachments, the parties agree that the order of precedence shall be the terms and conditions of this Contract, the RFP, the CONTRACTOR’S bid response and the CONTRACTOR’S BAFO.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized officers as of the Effective Date.

SOLANO COUNTY TRANSIT

CONTRACTOR:

PRINTED NAME & SIGNATURE

PRINTED NAME & SIGNATURE

TITLE: EXECUTIVE DIRECTOR

TITLE:

APPROVED TO FORM:

PRINTED NAME & SIGNATURE

PRINTED NAME & SIGNATURE

TITLE: LEGAL COUNSEL

TITLE:

Note: If the CONTRACTOR is a Corporation, this Contract must be executed by two Corporate Officers, consisting of:
1. the President, Vice President or Chair of the Board, and
2. the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Contract may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to SolTrans is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation’s Board or a copy of the Corporation’s bylaws).