



# **SOLANO COUNTY TRANSIT (SolTrans)**

## **REQUEST FOR QUALIFICATIONS (RFQ)**

### **FOR**

## **ON-CALL GENERAL MAINTENANCE SERVICES**

**General Maintenance Services Includes: electrical, plumbing, building repairs, roofing, HVAC, pest control, painting, security camera system install, repairs and maintenance; janitorial services, landscaping, window washing, power washing sidewalks, cleaning & maintaining the Vallejo Transit canopies and surrounding areas, fencing repairs, pavement repairs, sign installation within parking lots and public rights-of-way for bus stops; install and maintain bus stop shelters, glazing/windows repairs, doors, locks and other general building maintenance as required.**

<b>Date</b>	<b>Scheduled Item</b>
April 25, 2014	Release of RFQ
May 15th, 2014	Qualifications Due
Week of May 19th	Review Submitted Qualifications
Week of May 26 <sup>th</sup>	Notice Selected On-Call Contractors
June 19, 2014	Request SolTrans Board Approval

**Solano County Transit Authority  
311 Sacramento Street  
Vallejo, CA 94590**

**Statements of Qualifications Due Thursday May 15th, 2014**



## **Solano County Transit REQUEST FOR QUALIFICATIONS**

**NOTICE IS HEREBY GIVEN** that sealed Statement of Qualifications will be received by Solano County Transit (SolTrans), located at 311 Sacramento Street, Vallejo, California, 94590 until close of business on Thursday May 15<sup>th</sup>, 2014, for **ON-CALL GENERAL MAINTENANCE SERVICES**.

### **Description of Work**

SolTrans is looking to establish a list of on-call, State of California licensed contractors and/or vendors registered with the Solano County Department of General Services, that can perform some or all of the following areas of general maintenance duties: electrical, plumbing, building repairs, roofing, HVAC, pest control, painting, security camera system install, repairs and maintenance; janitorial services, landscaping, window washing, power washing sidewalks, cleaning & maintaining the Vallejo Transit canopies and surrounding areas, fencing repairs, pavement repairs, sign installation within parking lots and public rights-of-way for bus stops; install and maintain bus stop shelters, glazing/windows repairs, doors, locks and other general building maintenance as required.

This on-call list would be for a three (3) year period with two (1) year renewable options. Annual labor costs for one contractor will not exceed \$100,000.

### **I. INTRODUCTION**

SolTrans is looking to establish a list of on-call, State of California licensed contractors and/or vendors registered with the Solano County Department of General Services, that can perform some or all of the following areas of general maintenance duties: electrical, plumbing, building repairs, roofing, HVAC, pest control, painting, security camera system install, repairs and maintenance; janitorial services, landscaping, window washing, power washing sidewalks, cleaning & maintaining the Vallejo Transit canopies and surrounding areas, fencing repairs, pavement repairs, sign installation within parking lots and public rights-of-way for bus stops; install and maintain bus stop shelters, glazing/windows repairs, doors, locks and other general building maintenance as required. Some work may need to be performed after normal weekday business hours (8 am to 5 pm), weekends and holidays.

### **II. BACKGROUND**

SolTrans oversees and maintains operations at the following locations: 311 Sacramento St., Vallejo–Transit Center and Office Building, 1850 Broadway, Vallejo–Bus Maintenance Facility, 765 Sereno Drive, Vallejo- Transit Center and Curtola Parkway & Lemon Street Park & Ride parking lot in Vallejo.

SolTrans is currently in the process of advertising to hire a contractor to completely rebuild the Curtola/Lemon Park & Ride parking lot. This lot was originally built in 1994. This project is



expected to begin in June of 2014 and take 18 to 24 months. Also, SolTrans will be awarding a contract to begin a major renovation with minor expansion of the Bus Maintenance Facility at 1850 Broadway which was built in 1987. This project will begin late this summer with construction expected to take 12 to 15 months.

Although the Transit Center located at 311 Sacramento Street and adjacent office building was built in 2009, it has not been properly maintained or have a regular maintenance program. Thus, many things are beginning to fail or not operate as intended.

In addition, the transit facility at 765 Sereno Drive currently has security cameras, lighting, signage, pavement that require on-going maintenance.

### III. GUIDELINES AND REQUIREMENTS

- **Guidelines**

The following guidelines are provided for standardizing the preparation and submission of Qualifications. The intent is to assist respondents in the preparation of their submissions and to assist SolTrans by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFQ shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFQ, and should not contain redundancies and conflicting statements.

Qualifications shall be printed double sided, submitted on 8-1/2" x 11" paper, with easy to read font size and style. Pages shall be numbered, tabbed, and presented in a bound format. No more than 15 pages shall be submitted.

One signed original and three (3) copies of the Qualifications should be submitted to the SolTrans Office by end of day Thursday May 15th, 2014. Qualifications shall be submitted in a sealed envelope clearly marked **Statement of Qualification's for On-Call General Maintenance Services** to:

**SolTrans  
Attention: Marty Hanneman  
311 Sacramento Street  
Vallejo, CA 94590**

**Re: Statement of Qualifications for On-Call General Maintenance Services**



Qualifications shall contain the following information in the order listed:

- **Introductory letter**

The introductory letter should be addressed to:

Marty Hanneman  
Project Manager  
SolTrans  
311 Sacramento Street  
Vallejo, CA 94590

The letter should state the contractor and/or vendor, the name of person submitting the proposal, their mailing address, email address and telephone number. The letter shall address the contractor's/vendor's understanding of the work required based on this RFQ and any other information the firm has gathered. Include a statement discussing the firm's interest and qualifications for this type of work. The letter shall be signed by a principal authorized to commit the firm contractually.

- **Qualifications and experience**

Describe the contractor's and/or vendor's capability to performing the work; State of California Contractor license or Solano County Department of General Services Vendor Registration, subject to SolTrans Legal approval, to perform such work. Provide the qualifications and experience of the firm. A City of Vallejo Business License will also be required. Emphasize the specific qualifications and experience from similar projects for the key team members for the last two (2) years.

References may be contacted as part of the selection process.

- **On-call availability**

Contractor and/or vendor is to state their availability to perform work outside of normal weekday business hours (8 am to 5 pm), weekends and holidays.

- **Conflict of interest statement**

The firm shall disclose any financial, business, or other relationship that may have an impact upon the outcome of this contract.

- **Acceptance of standard master services agreement**

SolTrans' standard Master Services Agreement is included as Attachment B to this Request for Qualifications. The proposing contractor and/or vendor shall identify any objections to and/or request changes to the standard contract language in this section.

- **Fee schedule**

Provide a proposed fee schedule of typical hourly labor rates for normal business hours (8 am to 5 pm), weekends and SolTrans recognized holidays.



Contractor and/or vendor shall provide SolTrans representative with written cost estimate for any required materials and/or services not included with base hourly labor costs prior to performing any work.

#### **IV. CONDITIONS**

The following conditions apply to this RFQ:

- SolTrans reserves the right to withdraw this solicitation at any time without prior notice. Further, SolTrans makes no representations that any agreement will be awarded to any contractor submitting a proposal.
- SolTrans may select as many on-call contractors and/or vendors per specialty as necessary.
- SolTrans reserves the right to accept or reject any and all Qualifications submitted in response to this request, to reject any contractor and/or vendor.
- Qualifications will not be accepted by fax or electronically.
- Any proposal may be withdrawn or modified by a written request signed by the firm and received by SolTrans prior to the final time and date for the receipt of Qualifications. Once the deadline is past, firms are obligated to fulfill the terms of their proposal.
- Any changes to this RFQ requirements will be made by addendum.
- SolTrans shall not be liable for any pre-contractual expenses incurred. This shall include pre-contractual expenses such as preparing the proposal, submitting the proposal, negotiating with SolTrans on any matter related to the proposal or other expenses incurred prior to the date of award for any agreement related to the services herein described.
- No prior, current or post award verbal agreement(s) with any officer, agent or employees of SolTrans shall affect or modify any terms or modifications of this RFQ or any contract or option resulting from this process.
- SolTrans reserves the right to waive any minor irregularities, informalities or oversights at its sole discretion. The term "minor" as used herein means any proposer or SolTrans irregularities or oversights that do not materially affect or alter the intent and purpose of this RFQ, and are not in violation of any State of California or Federal Government rules, laws and regulations that may apply to this procurement.

#### **V. QUESTIONS ABOUT RFQ**

Please direct all questions by e-mail only, regarding the submission of Qualifications to:

Marty Hanneman



Project Manager  
Email: mhanneman@interwestgrp.com

## **VI. SCOPE OF SERVICES**

SolTrans is looking to establish a list of on-call, State of California licensed contractors and/or vendors registered with the Solano County Department of General Services, that can perform some or all of the following areas of general maintenance duties: electrical, plumbing, building repairs, roofing, HVAC, pest control, painting, security camera system install, repairs and maintenance; janitorial services, landscaping, window washing, power washing sidewalks, cleaning & maintaining the Vallejo Transit canopies and surrounding areas, fencing repairs, pavement repairs, sign installation within parking lots and public rights-of-way for bus stops; install and maintain bus stop shelters, glazing/windows repairs, doors, locks and other general building maintenance as required.

This on-call list would be for a three (3) year period with two (1) year renewable options. Annual labor costs for one contractor will not exceed \$100,000.

## **VII. EVALUATION AND AWARD OF MASTER SERVICE AGREEMENT**

### **A. Evaluation team**

SolTrans will have a selection team to screen and rank the Qualifications. The contractors and/or vendors with the highest ranking based on the selection criteria described below may be invited for interviews.

### **B. Evaluation criteria**

Qualifications will be evaluated using the following matrix of requirements, qualifications and experience, totaling 100 points:

- Understanding of the work to be done (20 points)
- Experience and references (25 points)
- On-call availability (25 points)
- Proposed Hourly Fee Schedule by Specialty (30 points)

### **C. Award**

Award will be made to the most responsive contractor(s)/vendor(s) whose statement of qualifications and fee schedule is determined to be the most advantageous to SolTrans.



**VIII. ATTACHMENTS**

- A. Fee Schedule**
- B. Master Services Agreement**



**ATTACHMENT A.**

**FEE SCHEDULE**

Contractor: \_\_\_\_\_

- **Hourly Rates for work performed during normal business hours (8 am to 5 pm):**

\$ \_\_\_\_\_ Per hour

- **Hourly Rates for work performed after normal business hours (8 am to 5 pm):**

\$ \_\_\_\_\_ Per hour

- **Hourly Rates for work performed on weekends:**

\$ \_\_\_\_\_ Per hour

- **Hourly Rates for work performed on SolTrans recognized Holidays:**

\$ \_\_\_\_\_ Per hour

**Material and Other Costs**

Contractor shall provide SolTrans representative with written estimated cost for any required materials and/or services not included with base hourly labor costs prior to performing any work.



**ATTACHMENT B.**

**MASTER SERVICES AGREEMENT**

This Master Services Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2014, by and between the SOLTRANS, a joint powers authority, ("SolTrans"), and \_\_\_\_\_, ("Contractor").

WHEREAS, SolTrans has a requirement for on-call maintenance services; and

WHEREAS, Contractor is a corporate organization consisting of persons specially trained and experiences in general contracting and other abatement services required by SolTrans.

NOW, THEREFORE, SolTrans and Contractor, for the consideration hereinafter set forth, agree as follows:

**A. SERVICES BY CONTRACTOR**

Contractor shall employ licensed and skilled persons, all properly skilled in the various aspects of the services to be furnished under this Agreement. Services to be performed by Contractor shall be consistent with its Statement of Qualifications dated \_\_\_\_\_, and incorporated into this Agreement by reference as if fully set forth in it.

SolTrans intends to employ the services of Contractor from time-to-time on a project-by-project basis and a separate Scope of Work and budget will be negotiated and reduced to writing for each project. The terms of this Master Services Agreement will apply to all projects.

**B. CONTRACTOR DESIGNEE**

\_\_\_\_\_ is designated as the Contractor point of contact for all services and work under this Agreement.

**C. COMPENSATION FOR CONTRACTOR SERVICES**

Contractor shall submit to the SolTrans, within (20) business days of completing work to the satisfactory of SolTrans, an itemized invoice for the services rendered as contained in the Scope of Work for each project. If the work is satisfactorily completed, SolTrans shall endeavor to pay such invoice within thirty (30) days of its receipt. Should SolTrans dispute any portion of any invoice, SolTrans shall pay the undisputed portion within the time stated above, and at the same time advise Contractor in writing of the disputed portion.

**D. COMPLIANCE WITH LAWS**

Contractor agrees that it shall conduct its work and perform its services in compliance with all applicable state, federal or municipal laws and regulations as may be applicable to its performance.

**E. INSURANCE**

Contractor shall maintain insurance and shall submit certificates of insurance evidencing that insurance meeting the following requirements is being provided:



1. Workers Compensation. Contractor shall carry such insurance as will protect SolTrans and Contractor from claims under Workers Compensation and Employer's Liability Acts; such insurance to be maintained as to the type and amount in strict compliance with State statutes.

2. General Liability. Contractor shall obtain and keep in full force and effect general liability insurance including provisions for contractual liability, personal injury, independent contractors and broad form property damage coverage's. This insurance shall be on a comprehensive occurrence basis form with a stand cross liability clause or endorsement. The limit for this insurance shall be no less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

3. Automobile Liability. Contractor shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

4. Additional Coverage. If Contractor maintains higher limits than the minimums showed above, SolTrans is entitled to coverage for the higher limits maintained by Contractor.

5. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by SolTrans. At the option of County, either: (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. Other Insurance Provisions. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) SolTrans, its officers, officials, agents, employees, and volunteers must be included as additional 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. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to SolTrans, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by SolTrans, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

7. Within thirty (30) days of the date of this Agreement, the Contractor shall provide SolTrans with Certificates of Insurance demonstrating compliance with provisions 1 through 6 above. Said certificates shall specify or endorse to provide that notice of cancellation of any of the policies



will be delivered in accordance with the policy provisions. Contractor shall also furnish City of Vallejo Business license.

#### F. INFORMATION FURNISHED BY SOLTRANS

Consistent with the professional standard of care and unless specifically provided herein, Contractor shall be entitled to rely upon the accuracy of data and information provided by SolTrans or others without independent review or evaluation.

#### G. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall protect, indemnify, hold harmless and defend SolTrans, its directors, officers, employees and agents, from any and all claims, fines, demands, costs, expenses (including but not limited to attorney fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgments for damages of any nature whatsoever (hereinafter collectively referred to as Claims) to the extent arising out of the breach of this Agreement in whole or in part by willful or fraudulent misconduct or negligent acts, by Contractor, its employees, agents or Contractors, or the agent, employee or Contractor of any one of them in the performance of their duties or in their operations under this Agreement, excepting the sole negligence or willful misconduct of SolTrans.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Contractor from its obligations to indemnify as to any Claims so long as the event upon which such Claims is predicted shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement.

Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

#### H. EMPLOYMENT OF SUBCONTRACTORS BY CONTRACTOR

It is recognized that Contractor is not fully qualified in certain trades or tasks. In the event that services are required for which Contractor is not licensed or qualified, Contractor may employ qualified Subcontractors so long as they are listed in the Scope of Work and approved by SolTrans.

#### I. RECORDS OF CONTRACTOR

Records of Contractor's direct personnel and reimbursable expenses pertaining to the service hereunder shall be kept on a generally recognized accounting basis, and shall be available for inspection by SolTrans or its designees at reasonable times.

#### J. TERMINATION

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other. Upon termination, Contractor shall be paid for services performed to date of termination, unless Contractor is otherwise in default under this Agreement.



**K. ASSIGNMENT**

Contractor shall not assign this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of SolTrans.

**L. OWNERSHIP OF DOCUMENTS**

1. Originals of drawings, specifications, estimates, field notes and calculations prepared by Contractor shall be and remain in the property of Contractor.

2. Reproduces of such documents, and models, prints, and photographs shall be and remain the property of SolTrans. Such materials shall be kept by Contractor for SolTrans and shall be delivered to SolTrans on request or termination. Such documents are not intended or represented to be suitable for reuse by SolTrans or others on extensions of the project or any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Contractor will be at SolTrans' sole risk and without liability to Contractor. SolTrans assumes full responsibility for such changes unless SolTrans has given Contractor prior notice and has received from Contractor written consent for such changes. Electronic data delivered to SolTrans is for SolTrans' convenience and shall not include the professional stamp or signature of an engineer or architect. SolTrans agrees that Contractor shall not be liable for claims, liabilities or losses arising out of, or connected with the decline of accuracy or readability of electronic data due to inappropriate storage conditions or duration.

**M. NON-DISCRIMINATION**

In connection with the performance of Contractor pursuant to this Agreement, Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry or national origin. Such action shall include, but not limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**N. NOTICES**

All notices, statements, reports, approvals, or requests or other communications, that are required either expressly, or by implication, to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. Post Office for delivery. Unless, and until formally notified otherwise, all notices shall be addressed to the parties at their address shown below:

SOLTRANS

CONTRACTOR

SOLTRANS  
311 Sacramento Street  
Vallejo, California 94590

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



#### O. ENTIRE AGREEMENT

This writing constitutes the entire Agreement between the parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement except those contained or referenced to in this writing.

#### P. [INTENTIONALLY LEFT BLANK]

#### Q. STATUS OF CONTRACTOR

1. Contractor is and shall at all times during the terms of this Agreement remain a wholly independent contractor and not an officer, employee or agent of SolTrans. Contractor shall have no authority to bind SolTrans in any manner or to incur any obligation, debt or liability of any kind on behalf of or against SolTrans, whether by contract or otherwise, unless such authority is conferred under this Agreement or is otherwise expressly conferred in writing by SolTrans.

2. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither SolTrans, nor any elected or appointed boards, officers, officials, employees or agents of SolTrans, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees or agents are in any manner officials, officers, employees or agents of SolTrans.

3. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to SolTrans' employees. Contractor expressly waives any claim Contractor may have to any such rights.

#### R. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

#### S. WAIVER OF RIGHTS

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

#### T. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of any remedy provided by law.

#### U. DISPUTE RESOLUTION

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.



If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to binding arbitration in Solano County. The parties agree that the binding arbitration will be conducted by an arbitrator the parties shall mutually select and under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.

**V. CONFLICTS OF INTEREST**

Contractor shall not employ or hire any employee or former employee of SolTrans for any project in SolTrans, following the execution of this Agreement and during the term hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first herein above written.

SOLANO COUNTY TRANSIT:

By, \_\_\_\_\_  
Executive Director

APPROVED AS TO FORM

By, \_\_\_\_\_  
SolTrans Legal Counsel

CONTRACTOR:

By, \_\_\_\_\_