



Request for Qualifications (RFQ) No. 16-05

for

Taxi Voucher Program

Date Issued:
May 18, 2016

Statement of Qualifications
Due: June 13, 2016
5:00 p.m., PST

Monterey-Salinas Transit District

Request for Qualifications 16-05

Taxi Voucher Program

Table of Contents

SECTION 1: INVITATION	3
SECTION 2: INSTRUCTIONS TO RESPONDENTS	4
Responding to RFQ	4
RFQ Documents	4
RFQ Process Schedule	4
Submission of Response to RFQ	4
On-Site Inspection	5
System Demonstration.....	5
Multiple SOQs.....	5
Late Responses	6
Point of Contact	6
Non-Collusion	6
References.....	6
SOQ Evaluation Criteria.....	6
Reservations	7
Notification of Withdrawals of SOQs.....	7
Interpretation.....	7
Notice of Intent to Award.....	8
Pre-Award Authority	8
Execution of Agreement.....	8
Contractor Responsibility and Performance	8
Minimum Eligibility Requirements	8
Addenda	8
SECTION 4. STANDARD TERMS AND CONDITIONS.....	10
Term of Contract.....	10
Purpose of Contract.....	10
Purpose of Contract.....	10
Changes	10

License and Permits.....	10
Compliance with Laws	10
Termination	11
Assignment	11
Inclusion of Documents.....	11
Payment Terms.....	11
Price Decline.....	11
Force Majure.....	11
Severability	11
Controlling.....	11
Amendment.....	11
Indemnity and Insurance Requirements.....	12
Protest Procedures.....	13
SECTION 5. OFFICIAL RFQ FORM	13
SECTION 6. EXHIBITS	14
Exhibit A – Prospective Respondent Fact Sheet	14
Exhibit B – Customer References.....	15
Exhibit C – Non-Collusion Declaration	16
Exhibit D – Insurance Requirements	17
Exhibit E – Standard Contract.....	19
Exhibit F – Federal Terms & Conditions.....	28
Exhibit G- Debarment Certificate.....	33

SECTION I. INVITATION

Monterey-Salinas Transit District (MST) is soliciting qualifications from independent firms / companies to provide a taxi voucher program to the general public to supplement its transit services. Services being sought include the following:

- Operate taxi service
- Provide rides to the general public, seniors, and persons with disabilities within MST's taxi voucher program service area
- Provide rides to passengers within 30 minutes of their requested pick-up time
- Operate taxi service, at a minimum, between the hours of 6:00 a.m. and 11:00 p.m.
- If a person with a disability needing a wheelchair-accessible vehicle cannot be accommodated within the thirty (30) minute window, the taxi provider must refer this passenger to another Monterey-Salinas Transit District - approved taxi provider with a wheelchair accessible vehicle as soon as possible and forfeit the trip

SECTION 2. INSTRUCTIONS TO RESPONDENTS

Responding to RFQ

Respondents shall submit the completed Statement of Qualifications (SOQ) with appropriate attachments or explanatory materials in response to Request for Qualifications (RFQ) 16-05. All attachments shall be identified with the Respondent's name, RFQ number and page number.

RFQ Documents

The following exhibits are included as a part of this RFQ:

- Exhibit "A" – Prospective Respondent Fact Sheet
- Exhibit "B" – Customer References
- Exhibit "C" – Non-Collusion Declaration
- Exhibit "D" – Insurance Requirements
- Exhibit "E" – Standard Contract
- Exhibit "F" – Federal Terms & Conditions

RFQ Process Schedule

The following is an anticipated RFQ schedule. The MST may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Release RFQ	May 18, 2016
Written Questions Due	May 31, 2016
Last Addenda Posting	June 6, 2016 at 5:00 PM, PST
Statement of Qualifications Due	June 13, 2016 at 5:00 PM, PST
Approximate Contract Award Date	June 2016
Begin Work	July 1, 2016

Submission of Response to RFQ

Three (3) hard copies of the SOQ, including all applicable supporting documentation, must be addressed and delivered to the office and individual named below:

Monterey-Salinas Transit District

150 Del Monte Avenue
Monterey, CA 93940-2444

Attention: Tom Hicks, CTSA Manager

All SOQs must be received by no later than **5:00 p.m., PST, on Monday, June 13, 2016**. SOQs received after the above date and time will be rejected and will be returned unopened. Facsimile transmission of SOQs will not be accepted.

SOQs must be signed by the firm or by a duly authorized officer of the firm, delivered along with all required documents, sealed and plainly addressed to the agency representative specified on the above.

A responsive SOQ shall include, at a minimum, the following items:

- A brief description of the firm, including the year the firm was established, type of firm (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject taxi services.
- If applicable, a brief summary of the proposed team's experience with operating taxi service in rural areas.
- An organization chart depicting the individual or team proposed by the firm and a summary of the qualifications and experience of each manager proposed to provide taxi services.
- A list of Subconsultants to be used, if any, and their relevant expertise. A Subconsultant includes any independent contract drivers, if used.
- A list of references for relevant clients, including a contact person.
- A description of how and when sensitivity for interacting with persons with disabilities and wheelchair lift training will be provided to drivers.
- Verification that the company owns an accessible vehicle with wheelchair lift capability or if a vehicle lease from the MST will be requested.
- Other information that will assist the MST in selecting the most qualified firm(s).
- Complete the following items:
 - A. Section 5
 - B. Exhibit A – Prospective Respondent Fact Sheet
 - C. Exhibit B – Customer References
 - D. Exhibit C – Non-Collusion Declaration

On-Site Inspection

On site inspection of Respondent's facilities may be performed by the MST and an evaluation committee to ascertain that facilities and equipment may be in accordance with the requirements and intentions of the specifications.

Taxi Service Demonstration

In order to qualify, it may be necessary for the respondent to demonstrate the taxi service in person to the evaluation team. If this is the case, the respondent will be notified of the time and the place for such a demonstration. Respondent will be required to bring a vehicle to demonstrate taxi services to be provided.

Multiple SOQ

Only one SOQ will be accepted from any one firm; however, several alternatives may be included in one SOQ.

Late Responses

All responses to the RFQ must be delivered in person or received by mail no later than **5:00 p.m., PST, on Monday, June 13, 2016**. Respondents shall be responsible for the timely delivery of their SOQs. Responses to this RFQ will not be accepted after the deadline and will be returned unopened.

Point of Contact

All questions regarding this RFQ shall be directed to Lisa Rheinheimer, Executive Director by email at samorim@mst.org or by facsimile at 831.899.3954 with the subject: "RFQ 16-05" followed by a brief description. No other individual has the authority to respond to any questions submitted.

Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the MST. Exhibit C is attached to the RFQ.

References

Respondent shall submit Exhibit B – Customer References with RFQ.

SOQ Evaluation Criteria

An evaluation committee consisting of MST staff and other(s) will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant experience of the firm. The evaluation committee will review and rank the SOQs and may conduct interviews, if necessary. The rankings will be based upon the following criteria:

- A. Organization: Does the firm offer the breadth and quality of services required for the anticipated project? Does the firm's organizational structure show sufficient depth for its present workload?
- B. Staff: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with project requirements? Do assigned personnel have requisite education, experience, and professional qualifications?
- C. Experience: Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
- D. Specific Management Approach: How does the firm intend to achieve the budget and project delivery goals for the anticipated projects? How will the firm apply its management techniques?
- E. Reputation: Are the firm's references from past clients and associates favorable? Does the firm show financial and operational stability?

Monterey-Salinas Transit District shall select taxi operators that demonstrate the ability to meet the needs of the general public/senior/disabled populations in their area of operation. A one-year contract with the possibility of three one-year extensions is available. To qualify, the taxi operator must meet the following criteria:

- A. Demonstrate that it has a minimum of 1 wheelchair-accessible vehicle that meets Americans with Disabilities standards in its fleet (provide

documentation of Vehicle Identification Number (VIN#), year, make and model in response to this RFQ). The taxi operator has the option to lease an accessible vehicle from the MST. If a lease option is required, firm must indicate so in response to this RFQ.

- B. Provide proof of licensure to operate within Monterey County area.
- C. Provide proof of insurance demonstrating minimum coverage as required by Monterey-Salinas Transit District (currently at \$1 million).

In addition to the above listed requirements,

All drivers providing taxi voucher service are required to be certified by, and in good standing with, MST Taxi ADA Certification Training (TACT) program on or before 9/30/2016.

This requirement will be enforced prior to any contract execution or voucher reimbursement for new Taxi Voucher Program Providers. Current providers will need to become compliant by 9/30/2016, or vouchers will no longer be reimbursed for those Taxi Voucher Program Providers..

Reservations

The MST reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all SOQs, without indicating any reason for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any RFQ or procedure, as part of the RFQ or any subsequent negotiation process
- Terminate this RFQ and issue a new RFQ anytime thereafter
- Procure any materials or services specified in the RFQ by other means
- Extend any or all deadlines specified in the RFQ, including deadlines for accepting RFQs, by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFQ
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFQ or other data available to the MST. Such disqualification is at the sole discretion of the MST
- Reject the RFQ of any Respondent that is in breach of or in default under any other agreement with the MST
- Reject any Respondent deemed by the MST to be non-responsive, unreliable, or unqualified

Notification of Withdrawals of SOQs

SOQs may be modified or withdrawn prior to the date and time specified for SOQ submission by an authorized representative of the respondent or by formal written notice. All SOQs not withdrawn prior to the response due date will

become the property of the MST.

Interpretation

Should any discrepancies or omissions be found in the RFQ specifications/requirements, or doubt as to their meaning, the firm shall notify the MST in writing at once (e-mail is acceptable). The MST will post addenda with further instruction or clarification on www.MST.org for all interested firms to view. The MST shall not be held responsible for oral interpretations. Questions must be received by May 31, 2016 by 5:00 PM, PST. All addenda issued shall be incorporated into the contract.

It is the firm's responsibility to check the website to obtain the most current information regarding this RFQ.

Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

Pre-Award Conference

If requested, successful Respondent(s) shall meet with the MST representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed contract.

Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement must be executed by both parties.

2.20 Contractor Responsibility and Performance

The MST will consider the Contractor to be the sole point of contact with regard to all contractual matters.

Contractor shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the contract are satisfactory. It is desirable that the Contractor have local representation to provide on-site problem resolution if required.

Minimum Eligibility Requirements

Consideration for selection will be limited to firms and individuals that:

- Have a minimum of three (3) years experience in providing taxi services.
- Have the resources and commitment to complete all components of the scope of services, as described in Section 3 of this RFQ, in a timely manner.
- The professional who signs the SOQ, as the manager of the professional contract with the MST, shall certify that he or she will be present at meetings requested by MST staff and will fully participate in the day-to-day management of the engagement.
- The firms must agree to the standard contract terms and conditions attached in Exhibit E of this RFQ. No modifications to Exhibit E of this RFQ will be considered by MST.
- Submit a complete and responsive SOQ per Section 2, Paragraph 2.4 of this RFQ.

Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addenda by the MST. All addenda will be online at www.MST.org by June 6, 2016 at 5:00 p.m., PST. No addenda will be posted past this date and time. It is the firm's responsibility to check the website to get the most current information regarding this RFQ.

~ END SECTION 2 ~

SECTION 3. SCOPE OF SERVICES

Monterey-Salinas Transit District is seeking to provide taxi service to the general public, seniors, and persons with disabilities within Monterey-Salinas Transit's Districts service area through a taxi voucher program.

Taxi operators must be able to provide taxi service minimally between the hours of 6:00 AM and 11:00 PM; however, Monterey-Salinas Transit District will reimburse taxi voucher service outside these hours as well. The time between requested service and arrival at the caller's location should not exceed thirty (30) minutes. If a person with a disability needing a wheelchair-accessible vehicle cannot be accommodated within the thirty (30) minute window, the taxi provider must refer this passenger to another MST- approved taxi provider with a wheelchair accessible vehicle as soon as possible and forfeit the trip.

Reimbursement for each taxi trip will be paid by Monterey-Salinas Transit District through the reimbursement of a verified taxi voucher issued by MST. The taxi operator will be reimbursed on a per-trip basis within the service area. Only trips that begin or end in the service area are eligible for reimbursement to the taxi operator. Monterey-Salinas Transit District will reimburse each trip regardless of the number of passengers. However, should the metered fare go beyond seventeen dollars (\$17.00), the taxi operator may charge the customer for any amount above seventeen dollars (\$17.00). If a shared ride is provided, only one voucher may be collected by the taxi operator for each pick-up.

The taxi operator will submit all collected taxi vouchers following the end of each month of service and submit them to Monterey-Salinas Transit District. MST will reimburse the total value of the vouchers within 30 calendar days of receipt of each claim.

~ END SECTION 3 ~

SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for the contract between the MST and the successful Contractor(s).

Term of Contract

The term of the contract shall be from July 1, 2016 to July 1, 2021.

Purpose of Contract

The purpose of the contract is to establish the terms and conditions under which the firm shall provide assistance in operating taxi service for MST.

Non-exclusive Contract

Any contract formed with the Contractor will be a non-exclusive contract. The MST reserves the right to enter into contracts with any one or multiple respondents to this RFQ, to provide the same or similar services within the service area to this RFQ or possibly within sub-areas within the service area, which may be identified in the future.

Changes

After award, no changes or additional service charges shall be made or imposed during the life of the contract, nor will bills for changes or extra charges, modifications or deviations be recognized or paid for except upon written order from the MST, in advance of any additional work.

License and Permits

Firm's employees shall possess all licenses, registrations and permits required by the State of California, Monterey County, and/ or City of Monterey and Salinas to perform the work in the contract. Such licenses and permits are to be presented to the MST prior to the contract signing.

The Contractor shall also maintain all other business and professional licenses that may be required by Federal, State and local codes.

Compliance with Laws

Contractor shall comply with all applicable federal, state and local rules, regulations and laws.

Termination

The MST reserves the right to terminate the contract, in whole or in part, at any time, for any reason, without penalty. The MST shall give Contractor thirty (30) days written notification prior to the effective date of termination. The Contractor may terminate the agreement with thirty (30) days written notification, stating the reason for cancellation, mailed to MST at 1 Ryan Ranch Road, Monterey, CA 93940.

Assignment

Contractor shall not assign the contract, or any interest herein, without the written consent of the MST, and then only to a person or persons approved by the MST on such terms and conditions as the MST may require.

Inclusion of Documents

The terms and conditions of this RFQ, all addenda, and the submittal in response to this RFQ will be required to be incorporated as part of any final contract.

Payment Terms

Invoices are to be sent to the contract administrator identified in the contract, and will be processed upon receipt for payment.

Price Decline

In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then the Contractor shall immediately extend those same lower prices to the MST.

Force Majeure

Contractor shall not be liable for any delays with respect to the contract due to causes beyond its reasonable control, such as acts of nature, epidemics, war, terrorism or riots. However, due to the nature of these security services, the Contractor services will be required during disasters and the Contractor will be expected to perform all duties and possibly even additional services would be necessary for the MST during any weather, medical, natural disaster and/or terrorism events.

Severability

Should any part of the contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the contract which shall continue in full force and effect; provided that the remainder of the contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

Controlling Law

The contract shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the contract shall be the County of San Benito.

Amendment

Amendment to or modification of the terms and conditions of the contract shall be effective only upon the mutual consent in writing by the parties hereto.

Indemnity and Insurance Requirements

Certificates of Insurance for Liability, Automobile, and Worker's Compensation must be provided to the MST before the contract is signed and must remain in effect throughout the entire term of the contract; reference Exhibit "E".

The MST reserves the right to withhold payments to Contractor or cancel the contract in the event of non-compliance with the insurance requirements outlined above.

Default

- 1) The MST may by written notice of default to the Contractor, terminate the whole or any part of the contract in any one of the following circumstances:
 - a) If the Contractor fails to make delivery of the supplies or to perform within the time specified herein or promised, or any extension thereof; or

- b) If the Contractor fails to perform any of the other provisions of this contract.
- 2) In the event the MST terminates the contract in whole or in part, as provided in Paragraph (a), of this clause, the MST may procure, upon such terms and in such manner as it may deem appropriate, supplies, services or work similar to those so terminated, and the Contractor shall be liable to the MST for any excess costs for such similar supplies, services or work; PROVIDED, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault and negligence of the Contractor.

PROTEST PROCEDURES

General Procedures

- a. Any proposer or Contractor whose direct economic interest would be affected by the award of the Contract or the failure to award the Contract may file a protest, claim or dispute with MST pursuant to these protest procedures prior to filing any protest, claim or dispute with the FTA.
- b. Claims or disputes, where applicable, shall be in writing and filed with MST directed to the General Manager, One Ryan Ranch Road, Monterey, CA 93940. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS MAY RESULT IN REJECTION OF THE PROTEST.

Protest Before Quotation Opening

Protests shall be submitted in writing prior to the opening of Quotations, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the opening.

In that case, the protest shall be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest. The protest shall clearly identify:

The name, address, and telephone number of the protester.

The grounds for the protest, any and all documentation to support the protest and the relief sought.

Steps that have been taken to date in an attempt to correct the alleged problem or concern.

PROTEST AFTER CONTRACT AWARD

a. Any individual or entity may file a protest with MST alleging a violation of applicable federal, state law and/or MST policy or procedure relative to seeking, evaluating and/or intent to award a procurement Contract. In addition, any individual or entity may file a protest with MST alleging that MST has failed to follow its Procurement Protest Procedures. Such protest must be filed no later than five (5) calendar days from the notice of intent to award or non-award of the procurement Contract.

b. A protest, dispute, or claim with respect to the award of a Contract through solicitation of Quotations shall be submitted in writing within five (5) days of notification of such award to the General Manager/CEO for a decision. All claims shall clearly identify:

- (1) The name, address, and telephone number of the protester.
- (2) The grounds for the protest, any and all documentation to support the protest and the relief sought.
- (3) Steps that have been taken to date in an attempt to correct the alleged problem or concern.

c. A written decision by the MST General Manager/CEO stating the grounds for allowing or denying the protest will be mailed to the protestor prior to execution of the Contract. Such decision shall be final unless the Board of Directors accepts an appeal of the General Manager/CEO's decision.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him at the Monterey-Salinas Transit District level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA grant. The deadline for submitting protests to Caltrans prior to proposal opening is ____ am/pm, PST, _____(date). The deadline for submitting protests to Caltrans after opening/announcement of award is X:XX am/pm, PST, _____(date).

Caltrans review of any protest will be limited to:

- (1) Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.
- (2) Violation of _____(City's/Agency's) protest procedures or _____(City's/Agency's) failure to review a complaint or protest.

The protest filed with Caltrans shall:

- (1) Include the name and address of the protester.
- (2) Identify _____(City/Agency) as the party responsible for the RFP process.
- (3) Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with Caltrans must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.)
- (4) Include a copy of the protest filed with _____(City/Agency) , and a copy of _____(City's/Agency's) decision, if any.
- (5) Indicate the ruling or relief desired from Caltrans.

Such protests should be sent to:

California Department of
Transportation Division of Mass
Transportation
PO BOX 942874 – M.S. 39,
Sacramento, CA 942874-0001

A copy of such protests should also be sent to the____(Contact Person).

~ END SECTION 4 ~

SECTION 5. OFFICIAL RFQ FORM

NAME OF FIRM _____

ADDRESS_CITY _____ ZIP _____

Telephone_Date _____

Respondent, have you complied with all specifications, requirements, terms and conditions of this Qualification?

☐ Yes ☐ No

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on firm's letterhead in attachment form. All exceptions must reference the RFQ paragraph and section number followed by an explanation

The undersigned offers and agrees that the information provided in this Statement of Qualifications is true and accurate.

Executed in _____, California, on _____, 2016

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHOSE SIGNATURE APPEARS _____

~ END SECTION 5 ~

SECTION 6. EXHIBITS

**EXHIBIT A
PROSPECTIVE RESPONDENT FACT SHEET**

Name of Contractor: _____

ADDRESS _____

CITY _____ ZIP _____ Telephone _____

Contractor Tax ID#: | | | _ | | | | | | |

Contractor License #: _____ Type: _____ (as applicable)

Contractor Does Business As: ☐ Individual ☐ Partnership ☐ Corporation ☐ Government
☐ Fiduciary ☐ Other: _____

Contractor is a: ☐ Resident ☐ Non-Resident of California

1) Is your firm authorized to do business in the State of California? ☐ Yes ☐ No

2) Is your firm a State of California registered small business? ☐ Yes ☐ No

3) Is this a business owned by a person(s) with disabilities? ☐ Yes ☐ No

4) Is this a women-owned business? ☐ Yes ☐ No

5) Is this a minority-owned business? ☐ Yes ☐ No

6) Has your firm been certified as a minority firm by any public agency? ☐ Yes ☐ No

If yes, name of agency: _____

Name of certifying officer: _____ Phone # _____

7) Is this a local business? ☐ Yes ☐ No

8) This firm has been in continuous business under the present name for ____ years.

9) Annual sales volume: _____

10) Net worth of business: _____

~ END EXHIBIT A ~

**EXHIBIT B
CUSTOMER REFERENCES**

List and submit three (3) customer references for whom your firm has furnished similar services in size and nature with this firm with SOQ.

1. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
BRIEF DESCRIPTION: _____

2. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
BRIEF DESCRIPTION: _____

3. FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
BRIEF DESCRIPTION: _____

~ END EXHIBIT B ~

EXHIBIT C
NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH SOQ

I, _____, am the
(Name)
_____ of _____
(Position/Title) (Firm)

the party making the foregoing SOQ, declare that the SOQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the SOQ is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham SOQ; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham SOQ, or that anyone shall refrain from submitting a SOQ; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the contract price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the contract price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the SOQ are true; and, further, that the respondent has not, directly or indirectly, submitted his or her SOQ price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham SOQ.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Date)

(Signature)

~ END EXHIBIT C ~

EXHIBIT D INSURANCE REQUIREMENTS

Indemnity

In conjunction with work performed at MST site, the Contractor shall exonerate, indemnify, defend, and hold harmless Monterey-Salinas Transit District (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which the MST may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Contractor's performance under the terms of this contract, excepting any liability arising out of the sole negligence of the MST. Such indemnification includes any damage to the person(s), or property(ies) of the Contractor and third persons. In addition, the Contractor shall hold the MST, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to the Contractor and the Contractor's officers, employees and agents engaged in the performance of this contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

The Contractor, at its sole cost and expense, for the full term of this contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects the MST and any insurance or self-insurance maintained by the MST shall be in excess of the Contractor's insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
 - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
 - b) The Contractor's vehicles used in the performance of this contract, including owned, non-owned (e.g. owned by the Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000 combined single limit per accident for bodily injury and property damage.
 - c) The Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this Request;
 - (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and
 - (iv) A cross-liability clause in favor of the MST.

2. Other Insurance Provisions

- a. As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by the MST.
- b. All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:
"Monterey-Salinas Transit District is hereby added as an additional insured as respects the operations of the named insured."
- c. All the insurance required herein shall contain the following clause:
"It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after Monterey-Salinas Transit District ("MST") shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the MST as evidenced by properly validated return receipt. Such notice shall be sent to: Monterey-Salinas Transit District, 1 Ryan Ranch Road, Monterey, CA 93940".
- d. The prospective Contractor agrees to provide the MST at or before the effective date of any award resulting from this SOQ with a certificate of insurance of the coverage required.
- e. All required insurance policies shall be endorsed to contain the following clause:
This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Monterey-Salinas Transit District
150 Del Monte Avenue
Monterey, CA 93940-2444
Attention: Tom Hicks, CTSA Manager

The Contractor agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide the MST on or before the effective date of this contract Certificates of Insurance for all required coverage.

All respondents will be required to furnish, at the time of submittal of the SOQ, proof of the insurances stated herein, which will be incorporated in the final contract with the Contractor selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your SOQ with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your SOQ would be increased due to the cost of this insurance. Finally, please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that a copy of the insurance requirements be provided to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact MST at 831-393-8127.

~ END EXHIBIT D ~

EXHIBIT E STANDARD CONTRACT

The following is a copy of the "Standard Contract" employed by the MST for contracting with Contractors / or individual for professional services. This document shall serve as the basis for a contract with the successful Contractor(s) or individual(s). *Firms should not respond to this RFQ if they cannot agree to the standard contract terms and conditions.*

The MONTEREY-SALINAS TRANSIT DISTRICT ("MST") and _____ ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____, and end on _____ unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for MST's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR'S performance, MST shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is thirty (30) days.

7. Specific Terms and Conditions. (check one)

- ☐ There are no additional provisions to this contract.
- ☐ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for MST:

Name: Tom Hicks

Title: CTSA Manager

Address: 150 Del Monte Avenue

Monterey, CA 93940

Phone No.: (888) 678-2871

Fax No.: (831) 636-4160

Contract Administrator for CONTRACTOR:

Name:

Title:

Address:

SIGNATURES

APPROVED BY CONTRACTOR:

Tom Hicks

CTSA Manager

Date:

Name:

Title:

Date:

Scope of Services

This section has been intentionally left blank as the scope of services will be provided following selection of a qualified firm.

~ END ATTACHMENT A ~

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☒ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by MST to CONTRACTOR at the address specified in paragraph 7 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

MST shall pay to CONTRACTOR: *(check one)*

- ☐ a total lump sum payment of \$_____, or
- ☐ a total sum not to exceed \$_____.

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
- ☒ The following specific terms of compensation shall apply: (Specify)

Reimbursement for each taxi trip will be paid by Monterey-Salinas Transit District upon submission of a verified taxi voucher issued by MST or by one of its agents. The taxi operator will be reimbursed fourteen dollars (\$14.00) for each one-way trip that begins and ends within the MST Taxi Voucher service area regardless of the number of passengers. The taxi operator is required to collect a three dollar (\$3.00) co-pay from the voucher customer. Should the metered fare go beyond seventeen dollars (\$17.00), the taxi operator may charge the customer for any amount above seventeen dollars (\$17.00) as indicated on the taxi meter.

Only trips provided by taxi drivers certified by the MST Taxi ADA Certification Training (TACT) program at the time of service will be reimbursed. The taxi operator will submit all collected taxi vouchers following the end of each month of service to Monterey-Salinas Transit District.

The taxi operator will submit all collected taxi vouchers following the end of each month of service and submit them to Monterey-Salinas Transit District. MST will reimburse the total value of the vouchers within 30 calendar days of receipt of each claim.

~ END ATTACHMENT B ~

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and MST each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR'S duty to indemnify MST, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that MST shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming Monterey-Salinas Transit District and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all SubContractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR'S operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State

Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of MST, CONTRACTOR shall file certificates of insurance with MST, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR'S self-insurance provides substantially the same protection to MST as the insurance required herein. CONTRACTOR further agrees to notify MST in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR'S SubContractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any SUBCONTRACTOR, shall be made available to MST or its authorized representative, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by MST, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the MST notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any SubContractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of MST, and shall not be subject to any copyright claimed by the CONTRACTOR, SubContractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any SubContractor, or any of their agents or employees, without the prior written consent of MST is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent CONTRACTORs in relation to MST and not officers or employees of MST. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of MST. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes,

or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract.

CONTRACTOR further represents to MST that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no SubContractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify MST in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of MST, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, MST shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. MST's receipt of consideration with knowledge of CONTRACTOR'S violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR'S signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR'S heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable

remedy which a party might otherwise have in the event of a breach or default of any condition covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that MST shall have the right to deduct from any payments specified in Attachment B any amount owed to MST by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If MST exercises the right to reduce the consideration specified in Attachment B, MST, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

~ END ATTACHMENT C ~

~ END EXHIBIT E ~

~ END SECTION 6 ~

EXHIBIT F

FEDERAL TERMS AND CONDITIONS

MST as a subrecipient of Federal Section 5311 funding must have all procurement activities and third party contracts comply with 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and FTA Circular 4220.1 E, Third Party Contracting Requirements.

Federal Changes (49 CFR Part 18)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract.

Contractor's failure to so comply shall constitute a material breach of this contract.

Charter Bus Requirements

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of 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 at 49 CFR 604.9. 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.

School Bus Requirements

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Seismic Safety Requirements

Pursuant to (42 U.S.C. 7701 et seq. 49 CFR Part 41) The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Energy Conservation Requirements

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

Clean Water Requirements

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 Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

Access to Records and Reports

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

Clean Air

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

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

Recycled Products

Recovered Materials - 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.

No Government Obligation to Third Parties

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements and 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 U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(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 FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Privacy Act

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights

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

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

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

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

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

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

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

Incorporation of Federal Transit Administration Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 Monterey-Salinas Transit requests, which would cause Monterey-Salinas Transit.

Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **1.5%**. A separate contract goal has not been established for this procurement.

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

Termination for Convenience

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

Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the MST 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 MST 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 MST, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure

MST in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The MST, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the MST may terminate this contract for default. The MST shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The Contractor shall submit with proposal, documentation showing that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. For this purpose, the Contractor must complete and execute the form entitled "Certification Regarding Debarment, Suspension, and Other Responsibility Matters," Contractor also agrees to include this provision in any subcontract exceeding \$25,000 and forward the certification to MST with the proposal.

**CERTIFICATION OF PRIMARY CONTRACTOR REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Contractor, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offense enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above named Primary Contractor is unable to certify to any of the the statements in this certification, the Primary Contractor shall attach an explanation to this certification.

The Primary Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature and Title of Authorized

Official

Notary Public Name (Printed)

Notary Public Signature
Date

County of

Expiration