



**REQUEST FOR QUOTATION
RFQ**

17-05 CEQA and NEPA Environmental Analysis

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SECTION 1 INTRODUCTION

1.1 Overview

Introduction

Monterey-Salinas Transit (MST) is requesting Quotations from qualified consultants to prepare the environmental analysis required under the California Environmental Quality Act and the National Environmental Policy Act for a proposed new South County Operations and Maintenance Facility. MST is proposing to develop this bus maintenance and storage facility in southern Monterey County to accommodate future transit needs in the rural communities. The primary site under consideration for the new MST bus and maintenance facility is located in a vacant 4.8-acre parcel in King City, California (See **EXHIBIT 4**). In addition, the site is a part of the existing industrial park for which King City has approved the East Ranch Business Park Specific Plan (Specific Plan). The Specific Plan Final Initial Study/Mitigated Negative Declaration (Final IS/MND) was certified as adequate and the Specific Plan was approved by the King City Council on August 14, 2007. The proposed project is allowed under the Specific Plan as an industrial type use pursuant to acquiring a Conditional Use Permit and Architectural Review approval.

Background

Monterey-Salinas Transit is a transit district that provides fixed route, demand-response and special seasonal transit service to a 290-square mile area of Monterey County with connections to: Santa Cruz County in Watsonville and Santa Cruz; Santa Clara County in Gilroy, Morgan Hill and San Jose; and San Luis Obispo County at Paso Robles and Templeton. MST operates 55 fixed routes within a service area comprised of an estimated 428,000 people and has a total of 73, 35- and 40-foot standard diesel buses, 6 MCI 45-foot commuter coaches, 7 diesel trolley style buses, one electric trolley style bus, 25 medium gasoline powered buses, and 4 hybrid diesel-electric medium buses. On the demand response side, MST operates 34 medium gasoline powered buses; 29 for paratransit and 5 for general public on-call service in the neighborhoods of Marina, Gonzales, Greenfield, Soledad, and King City. The vehicles are maintained and stored in one of three bus yards: the Thomas D. Albert Division in Monterey and the Clarence J. Wright Division in central Salinas, and the MV Transportation facility in southwest Salinas near the city limits.

Transit services operate through two major transit hubs in Monterey and Salinas as well as secondary hubs in Marina and at the Edgewater Shopping Center in Sand City. Annual boardings on the fixed route system total 4.3 million (FY 2016). MST provides a variety of fixed-route services to meet the unique needs of the rural, small and medium sized communities it serves. High frequency commuter services in Salinas, Monterey, and Seaside complement local and neighborhood services in Pacific Grove, Carmel, Marina and Del Rey Oaks. Regional service connects citizens of Monterey County to Watsonville, Carmel Valley and South Monterey County and to a

variety of other destinations and attractions. Interregional services connect Monterey to Santa Cruz and San Jose and Salinas southward to Fort Hunter Liggett, Camp Roberts, Paso Robles and Templeton and northward to San Jose.

Purpose and Need

The purpose of the proposed South County Operations and Maintenance Facility is to support existing and future bus maintenance and operations needs to sustain public transportation beginning and ending service in South County and along the US 101 corridor. MST currently operates lines 23, 82, 84, 85, and 86 which begin their routes at South County locations. For Line 23, the predominant commute pattern in the morning is from the south to the north and the opposite direction in the evening. To support this commute pattern, MST operates service from King City and travels northward with stops in Greenfield, Soledad, Gonzales, Chular, and Salinas. Line 86 provides service farther north to San Jose. MST also operates public transportation serving the military at Camp Roberts and Fort Hunter Liggett, both in southern Monterey County. These military-focused routes reach as far south as Templeton in San Luis Obispo County.

Currently, buses travel empty from the operations and maintenance facilities in Salinas or Monterey to begin service in southern Monterey County. This “deadhead” distance and time increases MST’s operating costs in fuel, maintenance, and labor.

The proposed project would allow MST to expand services in the US 101 corridor, supporting students, workers, and others in their daily commute. The proposed project will reduce deadhead costs and allow for these increased services.

The Association of Monterey Bay Area Governments estimates that the populations of South Monterey County cities including the King City, Greenfield, Soledad, and Gonzales will increase by 45%, 45%, 31%, and 136%, respectively, over the next 20 years. In order to plan for this growth, MST will need to have a maintenance and operations facility in South County to run transit services for the increased number of people living in those cities.

SECTION 2 SCOPE OF WORK AND SERVICES

Statement of Services

The consultant for this project must have experience in preparing complex CEQA documents for schools, colleges or similar public agency projects. The consultant services to be provided to MST shall include, but not be limited to the following:

1. Work with MST staff to develop a project description at a level of detail sufficient to conduct the required environmental analysis. The consultant will be responsible for leading Monterey-Salinas Transit through both the California

Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental processes.

2. The CEQA environmental work will include conducting a traffic analysis, greenhouse gas and air quality analysis, and a cultural assessment for CEQA compliance. A CEQA determination was prepared and is included in this RFQ as EXHIBIT #4. Additionally, the consultant shall advise MST regarding the appropriate CEQA document for the proposed project.
3. The consultant will prepare documentation under NEPA including any analysis required to comply with EXHIBIT #5, attached hereto, Guide to Applicants for Preparing Environmental Reports for Categorical Exclusions as a part of US Department of Agriculture Rural Development, Rural Business-Cooperative, and Rural Utilities Services under §1970.54. Additional NEPA compliance includes any analysis required to comply with EXHIBIT #7, attached hereto, Environmental Impact and Related Procedures under Title 23: Highways under § 771.117 Categorical exclusions.
4. The consultant shall prepare an administrative draft of the appropriate CEQA document as well as NEPA report(s). Based on input from MST staff and legal counsel, the consultant will finalize the CEQA and NEPA documents.
5. The consultant shall prepare the necessary documentation to enable MST to file/record, if appropriate, a Notice of Determination of the CEQA document and other necessary documents in consultation with MST staff and legal counsel.
6. If necessary, the consultant will prepare an appropriate mitigation monitoring plan.
7. The consultant will prepare documentation to assist MST staff and legal counsel in making the necessary CEQA and/or NEPA findings for approval of the project.
8. The consultant will prepare a timeline and detailed schedule for CEQA and NEPA document completion.

Schedule

The schedule for this project is as follows:

Issue RFQ	January 6, 2017
Questions/Clarifications Due	January 23, 2017
MST Responds to Questions/Clarifications	January 26, 2017
Quotations Due	<u>February 1, 2017 by 5:00 p.m. local time</u>
Consultant Notice of Award	Week of February 6, 2017
Consultant Notice to Proceed	March 6, 2017
Project Timeline	March 2017 – August 2017

SECTION 3 INSTRUCTIONS TO PROPOSERS

1. EXAMINATION OF QUOTATION DOCUMENTS

By submitting a Quotation, Proposer represents that it has thoroughly examined and become familiar with the scope of work and all requirements under this RFQ and that it is capable of performing quality work to achieve MST's objectives.

2. ADDENDA

Any MST changes to the requirements will be made by written addendum to this RFQ. Any written addenda issued pertaining to this RFQ shall be incorporated into the terms and conditions of any resulting Agreement. MST will not be bound to any verbal or oral modifications to or deviations from the requirements set forth in this RFQ.

3. CLARIFICATIONS

A. Examination of Documents

Should a potential Proposer require clarifications of this RFQ, the Proposer shall notify MST in writing in accordance with Section B.2. below. Should it be found that the point in question is not clearly and fully set forth, MST will issue a written addendum clarifying the matter which will be sent to all persons who have requested the RFQ.

B. Submitting Questions and/or Requests for Clarification:

All questions, clarifications or comments must be received in writing by MST and be addressed to Purchasing Manager, Monterey-Salinas Transit, 19 Upper Ragsdale, Suite 200 , Monterey, California 93940-5795. MST will also accept questions sent by E-mail no later than the date/time specified above at samorim@mst.org. E-mail is the preferred method for receiving questions and/or clarifications.

C. MST Responses

Responses from MST, will be in the form of a written Addendum, if appropriate, to provide information to all potential Proposers.

If the answer to the clarification/question received is already provided in the RFQ, that information will be pointed out to the potential Proposer.

4. SUBMISSION OF QUOTATION

A. Date and Time

Quotations must be submitted or before February 1, 2017 by 5:00 p.m., local time.

Quotations received after the above specified date and time will not be considered and will be returned unopened.

B. Address

Quotations must be clearly marked on the exterior as "MST RFQ 17-05" and addressed to:

Monterey-Salinas Transit
ATTN: Purchasing Manager
19 Upper Ragsdale, Suite 200
Monterey, California 93940-5795

Facsimile (FAX) or E-mail Quotations will not be accepted or considered.

C. Identification of Quotations

Proposer shall submit one (1) original and 3 copies of its Quotation in a sealed package, addressed as shown above, bearing the Proposer's name and return address.

D. Acceptance of Quotation

1. MST reserves the right to accept or reject any and all Quotations, or any item or part thereof, or to waive any informalities or irregularities in Quotations.

2. MST reserves the right to withdraw this RFQ at any time without prior notice and MST makes no representations that any contract will be awarded to any Proposer responding to this RFQ.

3. MST reserves the right to postpone Quotation openings for its own convenience.

E. Failure to Respond

MST reserves the right to remove from its mailing lists for future RFQs, for an undetermined period of time, the name of any Proposer for failure to accept a contract, failure to respond to two (2) consecutive RFQs and/or

unsatisfactory performance. Please note that a "No Bid" or a "Decline to Bid" is considered a response.

5. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposer in any of, but not limited to, the following:

1. Preparing its Quotation in response to this RFQ.
2. Submitting Quotation to MST.
3. Negotiating with MST any matter related to this Quotation.
4. Any other expenses incurred by Proposer prior to date of contract award.

MST shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its Quotation. Proposer shall not include any such expenses as part of its Quotation.

6. JOINT OFFERS

Where two or more Proposers desire to submit a single Quotation in response to this RFQ, they should do so on a prime contractor/sub-contractor basis rather than as a joint venture. MST's intent is to contract with a single firm. That firm may have agreements with other firms. This information must be disclosed as part of the RFQ response.

SECTION 4 QUOTATION REQUIREMENTS AND CONTENT

A. QUOTATION REQUIREMENTS

Specifically, Quotations shall include the following information presented in clear, comprehensive, and concise narrative statements.

B. Part I Technical Quotation

Shall contain the following sections:

1. Quotation Transmittal Letter including email address.
2. Proof of insurance and/or other financial resources.
3. Narrative discussion and response to each Technical Specification as described in SECTION 2 SCOPE OF WORK/SERVICES (see 2.1.2 Technical Specifications).
4. Completed Exhibits 1 and 2, accompanied by appropriate responses and documentation.

C. Part II Cost Quotation

Submit a fully developed cost for services required in the scope of work/services in this RFQ, along with a suggested timeline and payment milestones as work/services are delivered.

D. QUOTATION FORMAT AND CONTENT

1. Presentation

Quotations shall be typed and submitted on 8 1/2" x 11" size paper, using a single method of fastening. They should not include any unnecessarily elaborate or promotional materials; lengthy narrative is discouraged. The body of the submittal should not exceed 10 (10) pages in length not including examples of work product, letter of transmittal, or any Exhibits or Certificates/Affidavits.

2. Letter of Transmittal

A Letter of Transmittal shall be addressed to Purchasing Manager, at a minimum, contain the following:

- a. Identification of Proposer, including name and mailing address.
- b. Proposed working relationship between Proposer and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFQ addenda, if any.
- d. Name, title, address and telephone number of contact person during period of Quotation evaluation.
- e. A statement to the effect that the Quotation shall remain valid for a period of not less than 90 days from the date of submittal.
- f. Signature of a person authorized to bind Proposer to the terms of the Quotation.

3. Technical Quotation

This section of the Quotation should establish the ability of Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting deliverables on a timely manner on similar projects; and supportive client references.

a. Qualifications, Related Experience and References of Proposer

Proposer shall:

- (1) Provide a brief resume, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Describe the firm's experience in performing work of a similar nature to that solicited in this RFQ.
- (3) Provide a minimum three (3) references.

b. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFQ, segregating "technical" exceptions from "contractual" exceptions. Where Proposer wishes to propose alternative approaches to meeting MST's technical or contractual requirements, these should be thoroughly explained to allow adequate evaluation by MST. Clearly identify any exceptions/deviations and attach the narrative with Attachment "B."

Such exceptions/deviations will be considered in evaluating Quotations and shall, if acceptable to MST, be incorporated into the final contractual agreement.

5. Appendices

Information considered by Proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be submitted. However, Proposers are cautioned that this does not constitute an invitation to submit large amounts of extraneous materials, nor does it guarantee any consideration by MST.

E. REQUIRED COMPONENTS OF QUOTATION

To be considered a responsive Quotation, Proposer must submit all of the following:

1. Completed Letter of Transmittals with all requested information
2. Required Forms/Certifications/Affidavits/Exhibits
3. Technical Quotation

SECTION 5 EVALUATION CRITERIA, QUOTATION EVALUATION AND AWARD

A. Evaluation Criteria

All Quotations received as specified will be evaluated by an Evaluation Committee comprised of MST Staff. Part 1 Technical Narrative Quotations will be evaluated with the primary focus on Technical Evaluation Criteria only. Price will not be a factor during the Technical Narrative evaluation process. For additional details, see B. Quotation Evaluation Process below.

MST will evaluate Technical Narrative Quotations using the following criteria and corresponding weight:

<i>Criterion</i>	<i>Value</i>
a. Organizational management and business plan: Proposers understanding of the project and MST's operating environment.	30%
b. Past performance and quality of services: Previous experience with projects of a similar scope and nature.	30%
c. Quality Assurance: Ability of the proposed task plan to meet MST's objectives.	20%
d. Qualification of key personnel: Work Study Samples.	10%
e. Reference Check: Results of reference check.	10%

1. Technical Evaluation Criteria.

Technical Evaluation Criteria will be considered in descending order of importance with the exception of Technical Evaluation Criteria a, b, and c which are to be considered equal in value. The value of "d" and "e" descend in order of importance:

- a. **Organizational management and business plan** demonstrating understanding of technical requirements and comprehension of the services to be provided.
 - 1) General description of the Proposer, including primary business, other affiliated business or services, type of organization (joint venture, corporation, sole proprietor, etc.), and other descriptive material.
 - 2) Proposer's professional and technical qualifications, experience and communication skills that will be brought to this contract. Tell us how you will manage and apply deliverables.

- 3) Furnish a procedural plan on how work will be processed to enable MST to evaluate your performance.
- 4) Adequacy of Proposer's submitted technical Quotation. Evaluators will look to see how well Proposer's submittals address the following: Does Quotation present and address all requested elements of the RFQ? Are individual elements expressed fully and clearly with required supporting documentation?
- 5) Demonstrated ability to provide reports and power point demonstrations to MST staff and/or MST Board of Directors.

b. Past performance and quality of services. Proposer Qualifications and References (Exhibit-2) should be completed listing three (3) current references for similar projects; and three (3) for completed projects. Public agency organizational references should be provided whenever possible.

c. Quality Assurance.

- 1) Provide narrative descriptions of the approaches and procedures to be used to meet overall Scope of Service requirements.
- 2) Provide a sample Quality Assurance plan featuring communication with MST resolution processes, follow-up procedures, and other accountable measures in compliance with the RFQ Quality Assurance clause.
- 3) Submit a typical scope of services timeline schedule – presenting a clear understanding of MST requirements and deliverables.
- 4) Describe outstanding or prior lawsuits, claims, liens or judgments.

d. Qualification of key personnel.

Work Study Samples: Two (2) executive overview sample studies developed for current Proposer customers most closely paralleling the RFQ, Scope of Services.

B. Quotation Evaluation Process.

Quotations will be evaluated based upon the following criteria:

1. Evaluation is an assessment of both the Quotation and the Proposer's ability to accomplish the prospective Scope of Services and to comply with contract terms and conditions.

2. All Quotations are first evaluated and ranked on Technical Evaluation Criteria responses.
3. Quotations determined technically acceptable are re-evaluated with cost as a consideration.
4. Using a combination of both technical and cost evaluations, Quotations are ranked to establish a competitive range.
5. MST may negotiate with all responsible proposers in the competitive range. Or, at its sole discretion, hold clarification discussions with only one of those responsible proposers in the competitive range. Proposers should be aware, that award may be made without interviews or further discussion.

C. Award

1. MST reserves the right to award without written or oral discussions, or negotiations. Proposers are encouraged to initially submit their best technical and price offer. MST's intent is to award its total requirements to one Proposer. Negotiations may or may not be conducted with Proposers. Therefore, any Quotation submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without subsequent discussion and/or interview(s) with any Proposer.
2. MST will award to the proposer whose Quotation is most advantageous to MST, considering cost and other criteria.
3. The intent is to award a single contract to the responsible Proposer presenting the lowest cost, responsive Quotation and a qualified offer. MST may negotiate contract terms with the selected firm prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to MST. The contract awarded will follow the outline of the "Sample Contract" presented in Exhibit 3, of this RFQ, as modified to reflect negotiated changes and applicable provisions of this RFQ.
4. All Quotations may be rejected if such action is determined to be in the best interest of MST
5. When contract award is approved, unsuccessful proposers will be notified of the award in a timely manner.

D. Quality Assurance

Within 20 days of contract award, Contractor shall establish a quality control program to ensure that the requirements of the contract are performed and

provided as specified and shall state how quality of performance will be monitored. This program shall include procedures to be approved by the MST Project Manager before implementation, and shall include a self-inspection method covering all the services to be performed under the contract.

The program shall also include a method for monitoring, identifying, and correcting deficiencies in the quality of services furnished to MST before levels of performance become unsatisfactory. MST Program Managers shall be notified of all corrective actions taken through a Contractor's report.

E. Contract Administration

MST Project Manager will administer the operational aspects of the contract. Changes to the Scope of Services, contract cost, quantity, quality or delivery schedules shall be coordinated with the Project Manager and will be made official by a properly executed modification. Any proposed change or modification and all correspondence that in any way concerns the terms and conditions of this contract shall be submitted directly to the Project Manager at MST.

Contractor shall immediately notify the Project Manager of any occurrence or condition that interferes with the full performance of the contract. If notification is through telephone exchange the Contractor is required to follow with a written notification within twenty-four (24) hours of the occurrence.

F. Project Manager

The Project Manager will be the primary point of contact for MST in coordinating contract management with the Contractor. Technical project questions, issues and requests for clarifications should be directed to:

Director of Planning and Marketing
Ms. Lisa Rheinheimer 19 Upper Ragsdale, Suite 200 Monterey, CA 93940 lrheinheimer@mst.org

All issues, decisions or potential contract changes in conflict with any term and/or condition of the contract are to be coordinated with the Purchasing Manager prior to a final determination.

SECTION 6 GENERAL TERMS AND CONDITIONS

1.0 QUOTATION ACCEPTANCE PERIOD

Quotations are valid for a period of 90 days after opening.

2.0 RIGHTS RESERVED

2.1 Rejection

MST reserves the right to reject any or all Quotations or any part thereof, or to accept any Quotation or any part thereof, or to waive any informality in any Quotation, deemed to be the best interest of MST.

2.2 Cover

Should the successful Proposer fail to comply with the conditions of this Quotation or fail to complete the requirements of the Quotation, MST reserves the right to complete the required work, at the expense of the Contractor.

2.3 Severability

If any provision, or any portion of any provision, of any contract resulting from this Quotation shall be held invalid, illegal or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

3.0 PROHIBITED INTERESTS

3.1 By submitting a Quotation, the Proposer represents and warrants that neither the MST General Manager/CEO, nor any MST employee is in any manner interested directly or indirectly in the Quotation or in the Contract which may be awarded under it, or in any expected profits to arise.

3.2 No member, officer, or employee of MST or any public entity during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in the Contract to be awarded.

4.0 CONTRACT

Proposer's signed Quotation and written acceptance by MST shall constitute a Contract.

5.0 PROPOSER AGREEMENT

Submission of a signed Quotation will be interpreted to mean that Proposer has hereby agreed to all the terms and conditions set forth in this document.

6.0 STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The Proposer may be required upon request of the MST General Manager/CEO to prove to his/her satisfaction that their firm has the skill and experience and the necessary facilities and financial resources to perform in a satisfactory manner.

7.0 WAIVER

The Proposer shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work called for in the scope of this Quotation; that it has checked its Quotation for errors and omissions; that the prices stated in its Quotation are correct and as intended by it and are a complete and correct statement of its prices for performing the work required by the Contract documents.

8.0 COMPLIANCE WITH LAWS

ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and MST Environmental Health Department.

9.0 LAWS GOVERNING CONTRACT

This Quotation and any resulting contract shall be governed and construed in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Monterey, in state of California. The parties further stipulate that the county of Monterey, California, is the only appropriate forum for any litigation resulting from a of breach hereof or any questions risen here from. All parties to this Quotation and any resulting contract agreed that Venue shall be within County of Monterey, California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

10.0 ATTORNEY FEES

In the event that suit is brought to enforce or interpret any part of this Quotation or resulting contract, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, a reasonable attorney's fee, including expert witness fees, as may be fixed by the court. These fees and cost shall be taxed as costs in that proceeding, and shall not necessitate the filing of a separate attempt to recover. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover its costs or attorney's fees.

11.0 INTENTIONALLY LEFT BLANK

12.0 EFFECT OF EXTENSION OF TIME

Granting, or acceptance, of extensions of time to complete the work or furnish the labor, supplies, materials, or equipment, will not operate as a release to Contractor.

13.0 NOTIFICATION

13.1 If the Contractor believes that the action of MST, lack of action by MST, or any other reason, will result in or necessitate the revision of the contract, MST must be notified immediately. This will be considered the initial notice and shall be in writing. Such contract revisions might include, but are not limited to: the amount agreed upon for payment to Contractor; the period of time allowed for contract performance; the types of materials specified; or the scope of work or services required.

If within two working days of the immediate notification, the identified issue has not been resolved between MST and the Contractor, the Contractor shall provide a second written notice. At a minimum the written notice shall provide a description of the nature of the issue, the time, date, and location at which the problem was discovered, and the name of the MST representative to whom initial notice was given.

13.2 Within seven calendar days of the date of the initial written notice, the Contractor shall provide in writing the following information to MST:

a. The date of occurrence and the nature and circumstances of the issue for which the initial notice was given.

b. Name, title, and activity of each MST representative knowledgeable of the issue.

c. Identity of any documents and the substance of any oral communication related to the issue.

d. The basis for an assertion that work required is a change from the original contract work or schedule.

e. Identity of particular elements of contract performance for which additional compensation may be sought, including:

(1) Pay item(s) that has been or may be affected by the issue.

- (2) Labor or materials, or both that will be added, deleted, or wasted by the problem and what equipment will be idled or required.
- (3) Delay and disruption in the manner and sequence of performance that has been or will be caused.
- (4) Adjustments to contract price(s), delivery schedule(s), staging, and contract time estimated due to the issue.
- (5) Estimate of the time within which MST must respond to the notice to minimize cost, delay, or disruption of the issue.
- (6) The Contractor's written certification, under oath, attesting to the following:
 - (a) The request is made in good faith.
 - (b) Supporting data is accurate and complete to the contractor's best knowledge and belief.
 - (c) The amount requested accurately reflects the contractor's actual cost incurred.

13.3 The failure of the Contractor to comply with the requirement of this section constitutes a waiver of entitlement to additional compensation and/or time extension to complete work.

13.4 Within ten calendar days after the contractor's submission, MST will respond in writing to the Contractor to:

a. Confirm that a proposed change request is necessary and, when necessary, give appropriate direction for further performance.

b. Deny that the contract has been revised and, when necessary, direct the Contractor to proceed with the contract work.

c. Advise the Contractor that adequate information has not been submitted to decide whether/if paragraphs a. and b. above apply, and indicate the needed information and date it is to be received by MST for further review. MST will respond to such additional information within ten calendar days of receipt from the Contractor.

14.0 CHANGES BY CONTRACTOR

If the Contractor, on account of conditions developing during the performance of the Contract, finds it impracticable to comply strictly with the requirements of this contract,

an application for modification of requirements must be made in writing. MST will respond in writing as to the acceptability of any Contractor-proposed changes.

15.0 CHANGES BY MST

If requirements are identified which are not specified in this document, the Contractor shall, if ordered in writing by MST, perform such work at the Contractor's fair market prices.

If requirements specified in the Contract are required to be omitted from the work, the Contractor shall, if ordered by MST, omit the performance of such work. A deduction shall be made from the amount to be paid to the Contractor in an amount that MST and Contractor shall determine and mutually agree to be the reasonable value of such work. It is understood, however, that the amount of work required by the Contract shall not, in accordance with the above provisions referring to additions and omissions, be increased or diminished to substantially alter the general character or extent of the Contract.

16.0 APPROVAL BY THE GENERAL MANAGER/CEO

All work shall be executed under the direction and supervision of the General Manager/CEO or authorized agent(s), on whose inspection of work shall be accepted or rejected. The General Manager/CEO shall have full power to accept or reject work performed under the Contract, which does not conform to the terms and conditions set forth in the Contract documents.

17.0 DAMAGES

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, during the performance of this Contract, on the part of the Contractor or any agent or person employed by it, shall be sustained by the Contractor.

18.0 SELL OR ASSIGN

The Contractor shall not have the right to sell, assign, or transfer any obligations resulting from this Quotation without the specific written consent of MST.

19.0 INDEMNIFICATION

The Contractor shall indemnify, keep and save harmless MST, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons or property that may occur, or that may alleged to have occurred, in the course of the performance of this contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or its employees. The Contractor shall, at its own expense, defend any and all costs and other expenses arising from or incurred in connection to such. If any judgment shall be

rendered against MST in any such action, the Contractor shall at its own expense satisfy and discharge the action.

20.0 COVENANT AGAINST GRATUITIES

Contractor shall not offer or provide gifts, favors, entertainment, or any other gratuities of monetary value to any official, employee, or agent of MST during the period of this Contract or for a period of one year after.

21.0 RIGHTS AND REMEDIES OF MST

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

22.0 BINDING EFFECT

All of the terms, provisions and conditions of this Contract shall be binding upon the both parties and their respective successors, assigns, and legal representatives.

23.0 WAGE AND PRICE REGULATIONS

If the Federal Government should reinstate wage-price regulations, which are applicable to this Contract, the Contractor shall comply with the provisions of such laws and regulations.

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SECTION 7 SPECIAL PROVISIONS TERMS AND CONDITIONS

1.0 FTA FUNDING REQUIREMENT

This project may be financed in part by the Federal Transit Administration. Accordingly, federal requirements apply to this Contract and if those requirements change then the changed requirements shall apply to the project as required. MST and the 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 MST, Contractor, or any other party pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

MST and the Contractor recognize that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, " 49 CFR Part 31, apply to actions pertaining to this Contract. MST and the Contractor also agree to comply with the requirements of 49 U.S.C. 5323 (h) (2) by refraining from the use of any FTA assistance to support procurements using exclusionary or discriminatory specifications. MST also agrees to refrain from using state or local geographic restrictions unless otherwise allowed by FTA. 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.

2.0 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulation, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement (Form FTA MA (2) between MST and FTA, as amended.

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

3.0 MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

The Contractor shall permit the authorized representatives of MST, the United States Department of Transportation and the Comptroller General of the United States to inspect, audit, make copies and transcriptions of all work, materials, payrolls and other data and records of the Contractor relating to its performance under the Contract. The Contractor shall maintain all such records for a period of three (3) years after MST makes final payment under this Contract.

4.0 DISADVANTAGED BUSINESS ENTERPRISES

MST has not established a Disadvantaged Business Enterprise (DBE) Availability Advisory Percentage for this Agreement. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist the California Department of Transportation in meeting its federally mandated statewide overall DBE goal.

DBE and other small businesses, as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. 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 recipient deems appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provision of this section.

4.1 DBE GENERAL CONDITIONS

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. 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 the recipient deems appropriate.

4.1.1 The General Conditions shall include the following provisions:

"Diversity Program for Contracts". MST, recipient of federal financial assistance from the Federal Transit Administration (FTA) is committed to and has adopted a Diversity Program for Contracts in accordance with federal regulations 49 CFR Part 26, issued by U.S. DOT.

It is the policy of MST to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to the District's construction, procurement and professional services activities. To this end, MST has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE program. In connection with the

performance of this contract, the Contractor will cooperate with MST in meeting these commitments and objectives.

Pursuant to 49 CFR § 26.13, and as a material term of any agreement with MST, the Contractor hereby makes the following assurance and agrees to include this assurance in any agreements it makes with Subcontractors in the performance of this contract:

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as MST deems appropriate.

By submitting a Quotation, the Contractor is deemed to have made the foregoing assurance and to be bound by its terms.

4.2 SPECIAL REQUIREMENTS

“Prompt Payment to Subcontractors” The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Monterey-Salinas Transit. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Monterey-Salinas Transit. This clause applies to both DBE and non-DBE subcontractors.

5.0 TITLE VI COMPLIANCE

5.1 The Contractor shall comply with all requirements of the Civil Rights Act of 1964, as amended; the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as amended; and any implementing requirements of FTA. All of these requirements are incorporated by reference and made a part of this Contract. 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.

5.2 Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, disability, age, national origin, ancestry, marital

status, pregnancy, medical condition, or sexual orientation. The Contractor shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their race, color, religion, gender, disability, age, national origin, ancestry, marital status, pregnancy, medical condition, or sexual orientation. Such actions 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. Contractor shall comply with any implementing regulations FTA may issue.

5.3 Access Requirements for Individuals with 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. Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630. These requirements pertain to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6.0 ENERGY CONSERVATION REQUIREMENTS

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.

7.0 ENVIRONMENTAL REQUIREMENTS

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 MST and understands and agrees that MST will report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

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 MST and understands and agrees that MST will report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

8.0 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The Contractor shall submit with Quotation, 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," found in SECTION VI FORMS. Contractor also agrees to include this provision in any subcontract exceeding \$25,000 and forward the certification to MST with the Quotation.

9.0 NON-COLLUSION AFFIDAVIT

Proposer will be required to submit with their Quotation a Non-Collusion Affidavit.

10.0 PENALTY FOR COLLUSION

If it is found that the person, firm or corporation to whom a Contract has been awarded has colluded with any other party or parties, then the Contract shall be null and void and the Contractor shall be liable to MST for all loss or damage which MST may suffer. The MST Board of Directors may advertise for a new Contract for required services.

11.0 RESTRICTIONS ON LOBBYING

Contractors who apply or propose for an award of \$25,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of MST, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to MST.

Each proposer is required to review the above referenced regulations and complete and submit a Certification of Compliance with Federal Lobbying Regulations.

Pursuant to federal regulations, the proposer is required to have all subcontractors (at any tier) providing more than \$25,000 towards the Contract also complete with this Certification, to be included with the Quotation.

Proposers are advised to review the specific Buy America requirements contained in the requirements at 49 CFR Part 661.

12.0 TERMINATION

12.1 Termination for Convenience

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

12.2 Termination for Default/Breach

If the Contractor fails 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, MST may terminate this contract for default. MST shall terminate by delivering to the Contractor a Notice of Termination specifying the default. The Contractor will only be paid the contract price for work services delivered and accepted, or services performed in accordance with the manner or performance required in this Contract.

12.3 Termination for Force Majeure

MST may terminate this Contract upon written notice from the Contractor for unforeseen causes beyond the control and without the fault or negligence of the Contractor. Such causes are those of acts of God, acts of the public enemy, governmental acts, fires and epidemics whose causes irrecoverably disrupt or render impossible the Contractor's performance. An "act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense against.

12.4 Opportunity to Cure

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

If Contractor fails to remedy to MST's satisfaction the breach or default, within ten (10) calendar days after receipt by Contractor of written notice from MST, MST shall have the right to terminate the Contract without any further obligation to the 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.

12.5 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.

13.0 DISPUTE RESOLUTION

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

Unless otherwise directed by MST, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

14.0 PROTEST PROCEDURES

14.1 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, 19 Upper Ragsdale, Suite 200 , Monterey, CA 93940. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS MAY RESULT IN REJECTION OF THE PROTEST.

14.2 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:

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

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

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

14.3 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.

14.4 FTA Protest Procedures

FTA will only review protests regarding the alleged failure of MST to have written protest procedures, or the alleged failure to follow such procedures. An alleged violation on other grounds falls under the jurisdiction of the appropriate State or local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with the Federal regulation. FTA will only review protest submitted by an intercede party as defined in FTA 4220.1E. FTA's decision on any appeal will be final.

SECTION 8 FORMS CERTIFICATIONS

The following FTA and MST forms/certifications are to be executed by each Proposer and enclosed with the Quotation. Quotations received without these forms/certifications completed will not be considered.

Contact by mail, Telephone or Fax MST's Purchasing Manager, for questions regarding forms and/or certifications.

19 Upper Ragsdale, Suite 200
Monterey, California 93940

The person signing the certification shall state his address and official capacity.

IMPORTANT NOTICE

QUOTATIONS DOCUMENTS TO BE RETURNED

To be considered responsive, the following forms, certificates and/or statements must be completed and submitted on or before the Submittal Deadline. Compliance with these requirements is mandatory for contract award.

- a. Application for DBE and/or California Unified Certification DBE status Certification (if applicable)
- b. Certificate of Primary Contractor Regarding Debarment
- c. Lobbying Certificate
- d. MST Bidders/Proposers list form
- e. Non-Collusion Certificate
- f. Proposer's Statement Regarding Insurance Coverage
- g. Worker's Compensation Insurance Certificate
- h. Experience Statement
- i. Proposer information sheet(s)
- j. Certificate of Compliance (Attachment B)
- k. Sample Contract (Exhibit 3 - Proposer to provide written exception(s) to any of the terms and/or conditions of sample contract and return Quotation submittal.)

Failures to complete, sign (where required), and return the above Quotation documents with your Quotation may render it non-responsive.

These Certificates Must Be Included in the Quotation In Order for the Submission to be Valid. Please see Professional Services contract type:

		Type of Contract					
		Procurement (Goods)	Procurement (Rolling Stock)	Construction	Transit Operations	Architectural and Engineering	Professional Services
	FTA Required Certifications						
1	Lobbying		X	X	X	X	X
2	Buy America	X	X	X			
3	DBE	X	X	X	X	X	X
4	Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension	X	X	X	X	X	X
5	Certification Of Primary Contractor Regarding Debarment, Suspension	X	X	X	X	X	X

These Certificates Must Be Included in the Quotation In Order for the Submission to be Valid

If vendor wants to qualify for Disadvantage Business Enterprise (DBE) status the web address for California Unified Certification Program (UCP) is: <http://www.dot.ca.gov/hq/bep/ucp.htm> If you are a DBE please provide a copy of your UCP certificate.

AFFIDAVIT FOR DISADVANTAGED BUSINESS ENTERPRISE

STATE OF _____:

COUNTY (CITY) OF _____:

I HEREBY DECLARE AND AFFIRM THAT I AM THE _____ (Title) and duly authorized representative of _____ (name of corporation/firm) whose address is _____. I hereby declare and affirm that my firm is a certified Disadvantaged Business Enterprise or Women-Owned Business Enterprise as defined and approved by California Unified Certification Program. The above, named firm will provide MST with a copy of the document from the California Unified Certification Program so affirming their DBE status.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

_____(AFFIANT)_____ (DATE)

STATE OF _____:

COUNTY (CITY) OF _____:

On this _____ day of _____, 20____,

**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

County of

Expiration Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, _____, hereby certify on
(Name) **(Title)**

behalf of _____ that:
(Firm)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

Dated _____
(Name)

(Title)

(Firm)

Monterey-Salinas Transit
BIDDERS/PROPOSERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a Quotation, bid or quote. This information is also required from the proposed prime contractor, and must be submitted with their bid/Quotation. Monterey-Salinas Transit (MST) will use this information to maintain and update a "Bidders/Proposers" List to assist in the overall annual goal DBE goal setting process. *To the extent permitted by law, all information submitted will be held in strict confidence and will not be shared without your consent.*

Firm Name _____

Address: _____

Phone: _____ **Fax:** _____

Contact Person: _____ **No. of Yrs. In Business** _____

Is the firm currently certified as a DBE by California Unified Certification Program?

No **Yes** **Certification #** _____

Type of work/services/materials provided by firm? _____

What were your firm's Gross Annual receipts for last year?

- Less than \$1 million**
- Less than \$5 million**
- Less than \$10 million**
- Less than \$15 million**
- More than \$15 million**

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

**PROPOSER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted With Quotation**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request For Quotations No. 17-05 to provide CEQA AND NEPA ENVIRONMENTAL ANALYSIS. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name MST as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

SECTION 9: LISTING OF ATTACHMENTS AND EXHIBITS

9.1 Attachment "A" Insurance

General:

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

Types of Insurance and Minimum Limits

Contractor shall obtain and maintain during the term of this Contract:

Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required for Contractor's or subcontractors having no employees) with limits of not less than one million dollars (\$1,000,000) per occurrence.

Contractors vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Commercial Automobile, Liability Insurance in the minimum amount of one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of one million dollars (\$1,000,000) combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:

Other Insurance Provisions

As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by MST.

If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for five (5) years after expiration of the term (and any extensions) of this Contract.

All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following

endorsement as a part of each policy: “MST is hereby added as an additional insured as respects the operations of the named insured.”

All the insurance required herein shall contain the following clause: “It is agreed that this insurance shall not be canceled until thirty (30) days after MST shall have been given written notice of such cancellation or reduction.”

Contractor shall notify MST in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.

Contractor agrees to provide MST at or before the effective date of this Contract with a certificate of insurance of the coverage required.

If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT, the same shall be deemed a material breach of contract. MST, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, MST may purchase such required insurance coverage, and without further notice to CONTRACTOR, MST may deduct the cost therefore from CONTRACTOR’S invoices charges for services rendered.

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9.2 ATTACHMENT B
(Proposer must complete and submit with his Quotation)

COMPLIANCE OR EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFQ

A. COMPLIANCE:

This is to certify that Proposer agrees and shall comply with the terms and conditions of the RFQ.

Firm Name: _____

Proposer
Signature: _____

Title: _____

Date: _____

B. EXCEPTION:

This is to certify that Proposer takes exception to the following terms and conditions of the RFQ. Proposer must identify and list the terms and conditions by Section number, page number and title. Proposer must identify what its exception is.

Firm Name: _____

Proposer
Signature: _____

Title: _____

Date: _____

Proposer shall list and attach to this form proposer's exception(s):

9.3 EXHIBIT #1

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes
and

says that he or she is _____
of (position or title)

(the Contractor)

the party making the foregoing contract that the contract price is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Contractor, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Contractor, 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 bid are true; and, further, that the Contractor has not, directly or indirectly, submitted his or her bid 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 bid.

Dated: _____ By: _____

9.4 EXHIBIT 2

PROPOSER QUALIFICATIONS AND REFERENCES

The PROPOSER is required to state what work of similar magnitude or character they have done. Give references to enable MST to judge experience, skill and business standing and provide information to assess the ability to perform the services as completely and as rapidly as is required under the terms of the contract. All questions must be answered and the data given must be clear and comprehensive. Provide the nature of the work performed, for whom, amount of contract, dates of work, and the name of a point of contact, architect, engineer, or other supervising person for Transit Agency, Firm or other Public Agency. If necessary, questions may be answered on separate attached sheets.

A. GENERAL PROPOSER INFORMATION:

When organized? _____

If a Corporation, where incorporated? _____

Provide Dun and Bradstreet Number and rating. _____

How many years in business under your current firm or trade name? _____

Has the firm ever defaulted on a contract? _____ If so, where and why?

How was it resolved? _____

Has there ever been a failure to complete any work? _____ If so, where and why?

How was it resolved? _____

EXHIBIT 2 PROPOSER QUALIFICATIONS AND REFERENCES CONTINUED

Any claims for labor code violations? _____

B. List three (3) current projects to include the, contract value, scheduled completion date, and the contact person and telephone number.

C. List three (3) similar work experiences to this contract requirement. Provide contract value, date completed, and a contact name and phone number.

**D. Is there any legal action pending pertinent to this contract work? _____
If yes, please explain:**

E. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any credit history and financial condition or other information required by MST in verification of the information provided in this statement of PROPOSERS qualifications. I hereby certify that the above information is true and correct to the best of my knowledge and that MST may rely on the information provided.

9.5 EXHIBIT 3

DRAFT CONTRACT

Following is a draft contract, which, once executed, becomes an agreement between Contractor selected and Monterey-Salinas Transit.

This sample serves as a draft document and basis for finalizing agreements between the two parties.

DRAFT CONTRACT SPECIFICATIONS FOR CEQA AND NEPA ENVIRONMENTAL ANALYSIS RFQ #17-05

THIS CONTRACT is made by and between Monterey-Salinas Transit, a special district hereinafter called "MST", and (Name of Contractor), herein after called "CONTRACTOR". For reference purposes, the effective date of this Contract is on date of executed Contract.

MST has caused specifications, and other contract documents, hereinafter referred to as "Scope of Work", to be prepared for certain work on the referenced project; and this will include, the RFQ # 17-05 and its salient sections as listed below:

1. SCOPE OF WORK

THE PARTIES AGREE AS FOLLOWS:

Contractor shall furnish MST all materials and services in full accordance with Request for Quotation No. 17-05 prepared and issued by MST entitled **CEQA and NEPA Environmental Analysis, dated January 6, 2017.**

(IN THIS SECTION OF THE CONTRACT, ANY ADDITIONAL HIGHLIGHTS, DETAILS, OR NEGOTIATED CHANGES SHALL BE CALLED OUT.)

2. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file with MST, and is incorporated into and made a part of this Contract by reference:

- A. This Contract
- B. Request for Quotation No. 17-05 and all Addenda
- C. Submitted Fee Schedule

3. PERIOD OF PERFORMANCE

Services under this Contract shall commence {month} {date}, {year}, and continue through {month} {date}, {year}. Contractor shall not be held liable for delays resulting from problems of scheduling on the part of MST.

4. CONTRACT PRICE

MST agrees to pay the Contractor rates in accordance with their submitted Fee Schedule (ranging between _____ and _____ per hour), with a not-to-exceed (NTE) contract budgeted amount of _____, for services performed in accordance with this Contract. MST and the Contractor must mutually agree upon any adjustments in payment.

5. INVOICES

5.1 PAYMENT PROCEDURES: All payments to Contractor for services rendered shall be paid in arrears, after the service has been provided. Contractor shall invoice MST upon completion of each of the three milestones as listed in Exhibit four (4). MST shall reimburse Contractor within fourteen (14) calendar days of receipt of all Contractor invoices. The submission of incomplete or inaccurate invoices by Contractor may delay payments to Contractor. Acceptance of invoice(s) is within MST sole discretion.

5.1.1 In the event MST disputes any amount on Contractor's invoice, MST shall provide written notice of the disputed amount and shall with hold the amount from the payment of the invoice but shall pay the undisputed amount on a timely basis. MST and Contractor shall then meet to resolve any disputed amounts.

5.2 Invoices shall be mailed to the appropriate transit agency:

5.2.1 Monterey-Salinas Transit
19 Upper Ragsdale, Suite 200
Monterey, CA 93940-5795
ATTN: Account Payable

5.2.2 MST shall mail payments to:

Contractor
Street Address
City, State, Zip
ATTN: Accounts Receivable

6. COST REPORTING

The Contractor shall notify MST's Project in writing whenever it has reason to believe that the total allocable costs have reached 75% of the total contract budgeted amount. Additionally, the Contractor shall notify MST immediately if the projected costs of performance of additional requested tasks would cause the budgeted contract amount to be exceeded. The Contractor is not authorized to exceed the budgeted contract amount unless or until a contract modification has been issued, which increases the price.

7. NOTICE

Any notice or correspondence required or permitted to be given under this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof. In the case of the Contractor, at Name, Street address, City, State, Zip. In the case of MST, at 19 Upper Ragsdale, Suite 200 , Monterey CA 93940, or any other address which either party may subsequently designate in writing to the other party.

8. INSURANCE

8.1 General:

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

8.2 Types of Insurance and Minimum Limits

Contractor shall obtain and maintain during the term of this Contract:

(a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required for Contractor's or subcontractors having no employees) with limits of not less than one million dollars (\$1,000,000) per occurrence.

(b) Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Commercial Automobile, Liability Insurance in the minimum amount of one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

(c) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of one million dollars (\$1,000,000) combined single limit, including bodily injury, personal injury, and property damage.

8.3 Other Insurance Provisions

- (a) As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by MST.
- (b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for five (5) years after expiration of the term (and any extensions) of this Contract.
- (c) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy: "MST is hereby added as an additional insured as respects the operations of the named insured."
- (d) All the insurance required herein shall contain the following clause: "It is agreed that this insurance shall not be canceled until thirty (30) days after MST shall have been given written notice of such cancellation or reduction."
- (e) Contractor shall notify MST in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.
- (f) Contractor agrees to provide MST at or before the effective date of this Contract with a certificate of insurance of the coverage required.
- (g) If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT, the same shall be deemed a material breach of contract. MST, at its sole option, may terminate this CONTRACT and obtain damages from the Contractor resulting from said breach. Alternatively, MST may purchase such required insurance coverage, and without further notice to Contractor, MST may deduct the cost therefore from Contractor's invoices charges for services rendered.

9. INDEMNIFICATION

Contractor hereby agrees to indemnify, defend, and hold MST and its officers, agents, employees and assigns harmless from any liability, whether arising during or after completion of work hereunder, or in any manner directly caused, occasioned, or claimed to be caused, in whole or in part, by reason of any act or omission related of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with the performance of this Contract.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

10. NON-DISCRIMINATION ASSURANCE

Contractor shall not discriminate on the basis of race, creed, color, national origin, gender, or sexual orientation or in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. 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. Contractor shall obtain the same assurances from its joint venture partners, and sub Contractors by including this assurance in all subcontracts entered into under this Contract.

11. GOVERNING LAW

This Contract shall be in accordance with the laws of the State of California. Parties further stipulate that this Contract was entered into in the State of California and the state is the only appropriate forum for any litigation as a result of breach of contract. Venue shall be within County of Monterey, California.

12. TERMINATION

This contract may be terminated for a number of reasons as discussed below:

- 12.1 Termination for Convenience. MST may terminate this contract, in whole or in part, at any time by written notice to Contractor when it is in MST's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MST.
- 12.2 Termination for Default, Breach or Cause. If the Contractor does not deliver supplies, materials or services in accordance with the scope of work, or if 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, MST may terminate this contract for default. Termination shall be effected by serving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default.

The Contractor will only be paid the contract price for supplies, materials and services delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by MST that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of the Contractor, MST, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or may treat the termination as a termination for convenience.

If the termination is for default, MST may fix the fee to be paid the Contractor in proportion to the value of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MST and the parties shall negotiate the termination settlement to be paid the Contractor.

- 12.3 Opportunity to Cure. MST, shall, in the case of a termination for breach or default, allow the Contractor up to five (5) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to furnish or remedy to MST's satisfaction, the breach or default or any of the terms or conditions of this Contract within five (5) calendar days after receipt by Contractor or 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 preclude MST from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 12.4 Waiver of Remedies for any Breach. In the event that MST elects to waive its remedies for any breach by Contractor of any 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 terms or conditions of this Contract.

Upon receipt of any notice from MST to cancel and/or terminate work under this contract, the Contractor shall:

Immediately discontinue all services affected, unless the notice directs otherwise.

If the termination is for the convenience of MST, MST will make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, MST may complete the work required by the contract or otherwise arrange for its completion and the Contractor shall be liable for any reasonable additional cost incurred by MST.

13. DISPUTE RESOLUTION

Disputes arising in the performance of this contract, which are not resolved by agreement of the parties, shall be decided in writing by the MST General Manager/CEO. This decision shall be final and conclusive unless within fourteen (14) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the MST General Manager/CEO.

In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard by the MST Board of Directors and to offer evidence in support of its position. The decision of the MST Board of Directors shall be binding upon the Contractor and the Contractor shall abide by the decision.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

14.1. "DBE Participation Goal". No specific contract DBE participation goal has been established for this Contract. Bidders are required to document their activities in the solicitation and selection of subcontractors to ensure that this process is carried out in a nondiscriminatory manner.

14.2. "Prompt Payment to Subcontractors" The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Monterey-Salinas Transit. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Monterey-Salinas Transit. This clause applies to both DBE and non-DBE subcontractors.

15. LITIGATION

In the event of any dispute that results in litigation or arbitration arising from or related to the services provided under this Contract, the prevailing party will be entitled to recovery of all reasonable costs incurred, including that party's time, court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants

or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party and shall not require initiation of a separate legal proceeding.

Unless otherwise directed by MST, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

16. SIGNATURE AUTHORITY:

Contractor name by signing represents that he has the authority to bind contractor to the terms and conditions of this contract.

17. AUTHENTICATION:

IN WITNESS WHEREOF, the parties have duly executed two (2) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

MONTEREY-SALINAS TRANSIT

CONTRACTOR

By: _____

By: _____

Carl G. Sedoryk
General Manager/CEO

NAME
TITLE

Date: _____

Date: _____