



**REQUEST FOR QUOTATION (RFQ)  
FOR  
#20-05 SURVEY RESEARCH CONSULTANT**

The anticipated schedule for this project is as follows:

Issue of the RFQ	January 23, 2020
Proposer Questions/Clarifications due	February 21, 2020
MST responds to Questions/Clarifications	February 28, 2020
Quotations due	March 6, 2020
Consultant Notice of Award	Week of March 16, 2020
Desired dates for surveying	April to May 2020

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## **SECTION 1 INTRODUCTION**

### 1.1 Overview

Monterey-Salinas Transit (MST) is requesting quotations from qualified survey research consulting firms to conduct two surveys and prepare a report documenting the results of those surveys. One survey shall be of existing MST passengers and the second survey shall be of Monterey County residents who are not currently MST passengers.

#### 1.1.1 Background

Monterey-Salinas Transit District was created by state law AB644 and formed July 1, 2010. The district succeeds Monterey-Salinas Transit Joint Powers Agency formed in 1981 when the City of Salinas joined the Monterey Peninsula Transit Joint Powers Agency which was formed in 1972.

Monterey-Salinas Transit provides fixed route, demand-response and special seasonal transit service to a 295 square mile area of Monterey County with connections to Santa Cruz County in Watsonville and Santa Cruz, Santa Clara County in Gilroy, and San Jose, and San Luis Obispo County in Paso Robles and Templeton.

**Our Mission:** Advocating and delivering quality public transportation as a leader within our community and industry.

## **SECTION 2 SCOPE OF WORK/SERVICES**

### 2.1.1 Objective

The objective is to conduct a statistically valid survey to track awareness, perceptions, and to collect and analyze information from riders and non-riders for market research and strategic planning. This information includes documentation of ridership patterns and unmet mobility needs among the Monterey County populace as well as basic demographic information.

### 2.1.2 Technical Specifications

MST expects that the consulting firm will provide information to demonstrate its ability to deliver the services necessary for the project as defined in this RFQ. Information which demonstrates availability of staff and resources required to complete the project as defined in these sections in a timely manner should be included in this proposal. The final work product must reflect a full and complete effort on the part of the consultant to provide a survey research document that

meets MST's marketing and planning needs. The following specific tasks must be included and/or addressed in your proposal.

2.1.2.1 Task 1 – MST On Board Passenger Survey: Conduct on-board, in- person interviews of MST passengers throughout the MST transit system utilizing survey questions. Consultants are encouraged to propose additional and/or alternative questions. Passengers surveyed can be of any age; however, only one adult per party traveling together should be surveyed and no duplicate interviews will be accepted. At least 25% of the interviews shall be with Spanish-speaking passengers. All MST routes should be targeted for surveying on both weekdays and weekends in a random fashion based proportionally on existing ridership patterns. (Line by line ridership figures will be provided to the selected consultant by MST or can be found in MST's monthly Report on its website here: <https://mst.org/about-mst/board-of-directors/board-meetings/>.) The survey of passengers shall last no longer than one week.

Deliverable: Report of survey findings, including executive summary, research objectives, methodology, review of results, conclusions, basic data tabulation, cross-tabulation input, and the appropriate graphs, charts and diagrams to effectively communicate the results of the survey.

2.1.2.2 Task 2 – MST Attitude and Awareness (Non-Rider) Survey: Conduct interviews of Monterey County residents (preferably head of household) who do not currently use MST service and have not used MST in the last 12 months. Respondents must be age 18 or over. Households surveyed should be selected randomly throughout Monterey County and should include both English and Spanish interviews. The survey of non-riders shall last no longer than one week. Telephone interviews or interviews at commercial shopping centers may be used to yield the best sample.

Deliverable: Report of survey findings, including executive summary, research objectives, methodology, review of results, conclusions, basic data tabulation, cross-tabulation input, and the appropriate graphs, charts and diagrams to effectively communicate the results of the survey.

2.1.2.3 Task 3 – Presentation to MST: Consultant shall make one presentation of the results of both surveys to MST – either to a staff committee or to the full MST Board of Directors, at MST's discretion. This presentation shall include one power-point slide show highlighting the results of both surveys.

Deliverables: **10 copies each** of the **Passenger Survey Report, Non-Rider Survey Report**, and the **Executive Summary** as a stand-alone document and a Power Point slide show highlighting the results of both surveys.

Confirmation of Survey Goals – Consultant will work with MST Project Manager to identify and confirm the goals and outcomes desired from the survey.

Development of Survey Instrument – Consultant will develop and pre-test survey questions and instrument to ensure clarity, reliability and that the survey is meeting project goals.

Conduct Survey – Consultant will administer and conduct a survey that provides maximum statistical error rates of plus or minus 5% at the 95% confidence level. The survey sample shall be representative of the adult population of Bend (age 18+) including, at a minimum, gender, age, households with children under 18 years, geography and income. MST is also interested in ensuring the survey reaches a representative number of “non-riders”. MST desires a sample size large enough to provide meaningful cross tabulations.

Data Processing and Reporting – Consultant will process data using statistically valid methods and provide a clear report on results including, but not limited to: percentage responses to questions, charts, graphs and tables that represent results, and cross tabulation resources.

Summary of Findings – Consultant will meet with MST Project Manager to present findings and analysis and discuss application, limitations and benchmarking opportunities prior to completing a written report summarizing the results and analysis.

Add alternate: MST is interested in exploring the option of a travel diary component in the survey.

## 2.1 Project Schedule

The anticipated schedule for this project is as follows:

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- 2.2 Ridership data by line is available in MST’s monthly Report at: <https://mst.org/about-mst/board-of-directors/board-meetings/>. This information will also be available to the selected consultant after contract award.

- 2.3 Copies of drivers' paddles/duty cards will be available to the selected consultant after contract award.
- 2.4 The last surveys of passengers and non-riders were both conducted in 2016 and 2018 by Moore & Associates, Incorporated and available upon request.
- 2.5 MST seeks a 95% confidence with a +/-5% margin of error.
- 2.6 The previous survey data is available in electronic form, upon request.

### SECTION 3 INSTRUCTIONS TO PROPOSERS

#### 1. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, 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:

1. All questions, clarifications or comments must be received in writing by MST no later than 5:00 p.m. (PDT) on February 21, 2020, and be addressed to Purchasing Manager, Monterey-Salinas Transit, 19 Upper Ragsdale Drive, Suite 200, Monterey, California 93940. MST will also accept questions sent by E-mail no later than the date/time specified above at [samorim@mst.org](mailto:samorim@mst.org). E-mail is the preferred method for receiving questions, and/or clarifications.

2. Requests for clarifications, questions and comments must be clearly labeled, "Survey Research Consultant—Questions/Clarifications." MST is not responsible for failure to respond to a request that has not been labeled as such. MST may not consider Questions/Clarifications received after February 21, 2020.

C. MST Responses

Responses from MST, will be in the form of a written Addendum, if appropriate, to provide information to all potential Proposers, and will be posted on MST's website, no later than February 28, 2020.

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 PROPOSAL

A. Date and Time

Quotations must be submitted on/or before **March 6, 2020, by 5:00 p.m.** (PDT).

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 #20-05 Survey Research Consultant" and addressed to:

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

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 proposal in a sealed package, addressed as shown above, bearing the Proposer's name and return address.

D. Acceptance of Proposal

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 proposal openings for its own convenience.

## **SECTION 4 PROPOSAL REQUIREMENTS AND CONTENT**

### **A. PROPOSAL REQUIREMENTS**

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

#### **1. General Requirements**

a. Proposers are requested to follow the RFQ format, cross-referencing responses to specific RFQ subsections.

b. Proposers must respond to all subsections under Part I Technical Specifications Proposal and Part II Cost Proposal specifications.

### **B. Technical Proposal**

Shall contain the following sections:

1. Proposal 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, accompanied by appropriate responses and documentation.

### **C. Cost Proposal**

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. PROPOSAL 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 fifteen (15) 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 and must, at a minimum, contain the following:

- a. Identification of Proposer, including name and mailing address.
- b. Proposed working relationship between Proposer and subconsultants, 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 proposal evaluation.
- e. A statement to the effect that the proposal 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 proposal.

3. Technical Proposal

This section of the proposal 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.

## SECTION 5 EVALUATION CRITERIA, PROPOSAL EVALUATION AND AWARD

### A. Evaluation Criteria

All quotations received as specified will be evaluated by an Evaluation Committee comprised of MST Staff. 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. Proposal Evaluation Process below.

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

<i>Criterion</i>	<i>Value</i>
a. <b>Organizational management and business plan:</b> Competent and capable staff. Extensive experience in working with the public sector and conducting public surveys that produce valid findings.	30%
b. <b>Past performance and quality of services:</b> Previous experience with projects of a similar scope and nature. Leader in analytics and public research.	30%
c. <b>Quality Assurance:</b> Ability of the proposed task plan to meet MST's objectives. Proven record of completing tasks on-time and on-budget.	20%
d. <b>Qualification of key personnel:</b> Work Study Samples.	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 proposal. Evaluators will look to see how well Proposer's submittals address the following: Does proposal 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. Proposal Evaluation Process.**

Quotations will be evaluated based upon the following criteria:

1. Evaluation is an assessment of both the proposal 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 proposal 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 proposal 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 proposal 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, Consultant 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 Consultant'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.

Consultant 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 Consultant 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 Consultant. Technical project questions, issues and requests for clarifications should be directed to:

Marketing/Customer Service Manager
Ikuyo Yoneda-Lopez 19 Upper Ragsdale Drive, Suite 200 Monterey, CA 93940

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 PROPOSAL 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 proposal or any part thereof, or to waive any informality in any proposal, deemed to be the best interest of MST.

#### **2.2 Cover**

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

#### **2.3 Severability**

If any provision, or any portion of any provision, of any contract resulting from this proposal 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 proposal, 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 proposal 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 proposal and written acceptance by MST shall constitute a Contract.

## 5.0 PROPOSER AGREEMENT

Submission of a signed proposal 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 proposal; that it has checked its proposal for errors and omissions; that the prices stated in its proposal 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 Consultant 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 Proposal 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 proposal 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 proposal 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.

## 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 Consultant.

## 13.0 NOTIFICATION

13.1 If the Consultant 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 Consultant; 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 Consultant, the Consultant 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 Consultant 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 Consultant'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 consultant's best knowledge and belief.
  - (c) The amount requested accurately reflects the consultant's actual cost incurred.

13.3 The failure of the Consultant 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 consultant's submission, MST will respond in writing to the Consultant 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 Consultant to proceed with the contract work.

c. Advise the Consultant 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 Consultant.

#### 14.0 CHANGES BY CONSULTANT

If the Consultant, 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 Consultant-proposed changes.

#### 15.0 CHANGES BY MST

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

If requirements specified in the Contract are required to be omitted from the work, the Consultant shall, if ordered by MST, omit the performance of such work. A deduction shall be made from the amount to be paid to the Consultant in an amount that MST and Consultant 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 Consultant or any agent or person employed by it, shall be sustained by the Consultant.

#### 18.0 SELL OR ASSIGN

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

#### 19.0 INDEMNIFICATION

The Consultant 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 Consultant, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Consultant or its employees. The Consultant 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 Consultant shall at its own expense satisfy and discharge the action.

#### 20.0 COVENANT AGAINST GRATUITIES

Consultant 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 Consultant shall comply with the provisions of such laws and regulations.

#### 24.0 DOCUMENTS DEEMED PART OF THE CONTRACT

The Contract includes a Contract signature sheet together with any Attachments and any Exhibits, all of which are incorporated into the contract and shall be construed together to form the contract between the two parties.

Such documents include:

- a. Contract signed by both parties and as amended
- b. MST RFQ #20-05 "Specifications for Survey Research Consultant"  
consisting of:
  - (1) Addenda to MST RFQ #20-05, if any
  - (2) Scope of Work
  - (3) Required Certifications/Forms
  - (4) Special Provisions Terms and Conditions
  - (5) General Terms and Conditions
  - (6) Proposal, as submitted by Proposer

In the event of conflict between any of the above documents, the precedence for clarification shall be in the order listed.

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## **SECTION 7: LISTING OF ATTACHMENTS AND EXHIBITS**

### **7.1 Attachment “A” Insurance**

General:

Consultant, 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 Consultant’s insurance coverage and shall not contribute to it.

Types of Insurance and Minimum Limits

Consultant 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 Consultant’s or subconsultants having no employees) with limits of not less than one million dollars (\$1,000,000) per occurrence.

Consultants vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Consultant’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.

Consultant 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, Consultant 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."

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

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

If CONSULTANT, 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 CONSULTANT resulting from said breach. Alternatively, MST may purchase such required insurance coverage, and without further notice to CONSULTANT, MST may deduct the cost therefore from CONSULTANT'S invoices charges for services rendered.

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**7.2 ATTACHMENT B**

*(Proposer must complete and submit with their proposal)*

**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):

**7.3 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 Consultant)

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 Consultant, and has not directly or indirectly colluded, conspired, connived, or agreed with any Consultant or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Consultant or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Consultant, 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 Consultant 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: \_\_\_\_\_

**9.3 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?

\_\_\_\_\_

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**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.**

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

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

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**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.**

**9.4 EXHIBIT 3**

**DRAFT CONTRACT**

Following is a draft contract, which, once executed, becomes an agreement between Consultant 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 SURVEY RESEARCH CONSULTANT  
RFQ #20-05**

THIS CONTRACT is made by and between Monterey-Salinas Transit hereinafter called "MST", and (Name of Consultant), herein after called "CONSULTANT". 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 # 20-05 and its salient sections as listed below:

**1. SCOPE OF WORK**

**THE PARTIES AGREE AS FOLLOWS:**

Consultant shall furnish MST all materials and services in full accordance with Request for Proposal No. 20-05 prepared and issued by MST entitled **REQUEST FOR QUOTATIONS, SURVEY RESEARCH CONSULTANT** dated January 23, 2020.

**(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 Quotations No. 20-05 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}. Consultant 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 Consultant 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 Consultant must mutually agree upon any adjustments in payment.

### 5. INVOICES

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

5.1.1 In the event MST disputes any amount on Consultant's invoice, MST shall provide written notice of the disputed amount and shall withhold the amount from the payment of the invoice but shall pay the undisputed amount on a timely basis. MST and Consultant 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 Drive, Suite 200  
Monterey, CA 93940  
ATTN: Accounts Payable

5.2.2 MST shall mail payments to:

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

## **6. COST REPORTING**

The Consultant shall notify MST's Project in writing whenever it has reason to believe that the total allocable costs have reached 75% of the of the total contract budgeted amount. Additionally, the Consultant shall notify MST immediately if the projected costs of performance of additional requested tasks would cause the budgeted contract amount to be exceeded. The Consultant 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 Consultant, at Name, Street address, City, State, Zip. In the case of MST, at One Ryan Ranch Road, Monterey CA 93940, or any other address which either party may subsequently designate in writing to the other party.

## **8. INSURANCE**

### **8.1 General:**

Consultant, 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 Consultant's insurance coverage and shall not contribute to it.

### **8.2 Types of Insurance and Minimum Limits**

Consultant 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 Consultant's or subconsultants having no employees) with limits of not less than one million dollars (\$1,000,000) per occurrence.

(b) Consultant's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Consultant'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) Consultant 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, Consultant 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) Consultant shall notify MST in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.
- (f) Consultant agrees to provide MST at or before the effective date of this Contract with a certificate of insurance of the coverage required.
- (g) If Consultant, 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 Consultant resulting from said breach. Alternatively, MST may purchase such required insurance coverage, and without further notice to Consultant, MST may deduct the cost therefore from Consultant's invoices charges for services rendered.

## **9. INDEMNIFICATION**

Consultant 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 Consultant, or of anyone acting under Consultant'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**

Consultant shall not discriminate on the basis of race, creed, color, national origin, gender, or sexual orientation or in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Consultant 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. Consultant shall obtain the same assurances from its joint venture partners, and sub Consultants 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 Consultant when it is in MST's best interest. The Consultant shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to MST.
- 12.2 Termination for Default, Breach or Cause. If the Consultant does not deliver supplies, materials or services in accordance with the scope of work, or if the Consultant fails to perform in the manner called for in the

contract, or if the Consultant 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 Consultant setting forth the manner in which the Consultant is in default.

The Consultant 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 Consultant 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 Consultant, MST, after setting up a new delivery or performance schedule, may allow the Consultant 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 Consultant in proportion to the value of work performed up to the time of termination. The Consultant shall promptly submit its termination claim to MST and the parties shall negotiate the termination settlement to be paid the Consultant.

- 12.3 Opportunity to Cure. MST, shall, in the case of a termination for breach or default, allow the Consultant 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 Consultant 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 Consultant 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 Consultant.

Any such termination for default shall not in any way preclude MST from also pursuing all available remedies against Consultant 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 Consultant 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 Consultant 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 Consultant to fulfill the contract obligations, MST may complete the work required by the contract or otherwise arrange for its completion and the Consultant 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 Consultant mails or otherwise furnishes a written appeal to the MST General Manager/CEO.

In connection with any such appeal, the Consultant 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 Consultant and the Consultant shall abide by the decision.

### **14. 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, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

**15. SIGNATURE AUTHORITY:**

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

**16. 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

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Carl G. Sedoryk  
General Manager/CEO

NAME  
TITLE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## 9.5 Exhibit 4

### PAYMENT MILESTONES

Payments to consultant shall be made in accordance with the following milestone payment schedule. The percentages listed indicate the percent of the total Contract amount that will be paid to the consultant upon successful and full completion of corresponding milestone. Payments will be made in accordance with the invoice payment provisions as stated in the RFQ and contract. Please see Section 2 Scope of Work/Services for complete explanation deliverables for milestones.

<u>Milestones</u>	<u>Amounts</u>
1.) 2.1.2.1, Task 1: MST On Board Passenger Survey 100% completed (Vendor to indicate number of days to completion after NTP*)	\$(40% of total Contract amount)
2.) 2.1.2.2, Task 2: MST Attitude & Awareness (NON-RIDER) Survey 100% completed (Vendor to indicate number of days to completion after NTP*)	\$(40% of total Contract amount)
3.) 2.1.2.3, Task3: Presentation to MST 100%completed (Vendor to indicate number of days to completion after NTP**))	\$(20)% of total Contract amount)
4.) Standard Contract Holdback 100%payable (Thirty days (30) after MST Final Acceptance)	\$(10% of total Contract amount)

\*NTP = Notice to Proceed letter