



**REQUEST FOR PROPOSALS  
RFP # 20-01**

**SPECIFICATIONS  
FOR**

**SECURITY GUARD FOOT AND MOBILE PATROL SERVICE**

<b>Date Issued:</b>	<b>October 18, 2019</b>
<b>Written Questions Due:</b>	<b>November 1, 2019</b>
<b>Response to Questions</b>	<b>November 8, 2019</b>
<b>Proposal Date Due:</b>	<b>November 20, 2019</b>
<b>Anticipated Award:</b>	<b>December 9, 2019</b>

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## **SECTION 1: INTRODUCTION**

### **1.0 Agency Background:**

Monterey-Salinas Transit is a public transportation agency that provides fixed- route, demand-response and special seasonal transit service to a 295 square mile area of Monterey County with connections to Santa Cruz, Santa Clara, and San Luis Obispo Counties. MST operates as far south as Templeton and as far north as San Jose. MST operates fifty six routes within a service area comprised of an estimated 437,000 people and has a total of 162 buses in its fleet, including eight themed trolley-style buses. It operates through two major transit hubs in Monterey and Salinas as well as secondary hubs in Marina and in Sand City.

Annual boardings on the fixed route system total 4.6 million (FY 2019) with an annual operating budget of \$50.3 million (FY 2018). Of that amount, 59% comes from State and local funds. Federal sources fund 18% of the operating budget. Approximately 22% of the operating budget is generated from fares. The remaining 1% of the operating budget is comprised of other sources.

MST is soliciting proposals for Security Guard Services at MST's Salinas Transit Center and the Marina Transit Exchange, with the option for mobile patrol services for MST's surplus yard and remote location located in Seaside location and on-demand mobile patrol services. MST invites qualified firms to respond to this RFP by submitting a proposal for Security Guard Services.

Security Guards shall be responsible for all phases of building protection, including but not limited to: guarding the premises against theft, fire, pilferage, malicious injury, damage, and destruction. Permit only authorized persons to enter the premises, report violations of fire and safety regulations and make tours of premises.

## **SECTION 2: SCOPE OF WORK**

### **2.0 STATEMENT OF INTENT:**

Monterey-Salinas Transit District (MST) is seeking proposals from qualified service firms to provide Security Guard Foot Patrol Service and optional mobile patrol service.

The successful service provider will be awarded an exclusive five-year contract to provide the aforementioned service for the period beginning January 1, 2019 through December 31, 2022, with up to two (2) option years.

## **2.1 SCOPE OF WORK:**

### **2.1 SECURITY FOOT PATROL SERVICE AND HOURS**

Security guards will be assigned to:

A security foot patrol (one guard) is required at Salinas Transit Center located at 110 Salinas Street, in Salinas, California, during the following hours:

- Monday through Friday 8:00 a.m. to 10:00 p.m.
- Saturday from 9:00 a.m. to 3:00 p.m.
- Holidays to be determined

A security foot patrol (one guard) is required at Marina Transit Exchange located at 280 Reservation Road, Marina, California, during the following hours:

- Monday through Friday 8:00 a.m. to 5:00 p.m.
- Saturday from 9:00 a.m. to 3:00 p.m.
- Holidays to be determined

### **2.2 The Guard will be responsible for locking and unlocking public restrooms at the Marina Transit Exchange and the Salinas Transit Center.**

2.2.1 MST keys are NOT to be reproduced or replicated under any circumstances.

2.2.1 In the event an MST key is lost or misplaced, please contact the MST Risk Manager.

### **2.3 Guards must maintain professional uniformed appearance at all times. Contractor shall provide MST approved uniforms, consisting of proper fitting shirt, pants, and boots to Guards. Contractor shall ensure that all personnel have a neat and clean appearance and that uniforms are well-fitted, pressed, and free of rips or tears.**

### **2.4 Guard must have an MST-issued hand held radio or cellular phone, at all times while on patrol. A Guard must be able to contact MST's Communications Center by hand held radio or at (831) 899-5299 once a Guard determines that he/she needs assistance. Guards must check in with MST's Communications Center by radio or phone when reporting to**

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work and check out with MST's Communications Center by hand held radio or phone when leaving designated post or reporting out of service.

- 2.5 Guard must maintain professional and responsible demeanor at all times. For example, but not limited to: must be aware of duties; must be alert; must be reliable (e.g., show up/depart on time); must be courteous to MST customers and employees; must keep MST's Communications Center informed of any suspicious situations; and, must be able to handle difficult situations without direct supervision.

Guard must perform the following services:

- a. Recognize, respond to, and actively engage security threats
- b. Serve as a uniformed presence and shall observe, actively engage, and report incidents to deter vandalism, theft, trespassing, or any other criminal activity
- c. Enforce parking of MST areas designated for MST buses and vehicles only
- d. Enforce traffic rules at MST transit centers and facilities
- e. Enforce MST's "No Loitering" restrictions and all other posted rules (i.e. No smoking, No skate boards, etc.) at MST Facilities.
- f. Enforce all MST active passenger exclusion citations.
- g. Recognize and respond to emergency situations and safety hazards such as fire alarms, power outages and medical emergencies.
- h. Prepare and maintain appropriate logs and reports of activities and incidents

- 2.6 Security Guards shall not excessively socialize or engage in small talk with visitors or the general public while on duty.

2.6.1 Security Guards should become familiar MST's Transit Operations to accurately direct passengers to the proper gate, or to posted materials providing information on MST's service schedule information.

- 2.7 Guards shall be trained to proficiency to deal with difficult and hostile situations (e.g., unruly citizens, fights, etc.). Security Guards must also be trained to proficiency in the use of less-than-lethal weapons including, but not limited to, Oleoresin Capsicum (OC) spray, and baton. Guards will be required to carry and employ (if necessary) less-than-lethal

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force while on duty. Security Guards shall also be required to carry appropriate restraining devices (handcuffs and/or flexible cuffs). Proposals shall include the security firm's standards for the training of its foot patrol and mobile patrol Security Officers.

2.7.1 All Security Guards shall maintain Basic First Aid and CPR / AED Certifications. MST shall maintain first aid kits and AED(s) at all of its facilities.

2.7.2. Contractor shall ensure that All Security Guards shall receive pre-assignment site specific training before being assigned to any MST facility.

2.7.3 Contractor shall ensure that all Security Guards are trained in Fire Safety as required by OSHA (29 CFR 1910.38 and 29 CFR 1910.157). This training shall include the operation and location of fire extinguishers to fight incipient-stage fires and a basic knowledge evacuation routes for their assigned duty location.

2.7.4 Contractor shall ensure that all Security Guard personnel are training in Bloodborne Pathogens as required by OSHA (29 CFR 1910.1030). Each Security Guard shall be issued Personal Protective Equipment as required by OSHA (29 CFR 1930.134)

2.7.5 Contractor shall maintain records and shall monitor the expiration of all relevant certifications and accreditations of its Security Guard personnel. Contractor shall agree to provide any training records to MST for review.

2.8 Security firms must conduct criminal background checks on each employee that performs duties on MST premises. MST reserves the right to review all background checks. MST reserves the right to forbid any individual from working on the property.

2.9 Security Guards who witness or observe suspicious or unusual activity, crimes or criminal activity in progress, while on duty must immediately engage the situation( if it is safe to do so) and initiated a law enforcement response to intervene as necessary. . MST's Communications Center shall be notified of the incident as soon as practical.

2.9.1 A daily log shall be kept of any observed incident(s) that occur on MST property. The information recorded should include date, time, location and detailed description of the incident, recommendations and name of officer. Daily logs are to be completed and submitted to the Contractor's supervisor who will then forward them to MST.

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- 2.9.2 At any time there is an event (accident, incident or occurrence), the Security Guard shall notify MST Communications Center.
- 2.10 Guard Conduct -Security Guards will treat MST employees and the public with respect and courtesy. Abusive language used with anyone will not be tolerated and will be reason for immediate dismissal.
- 2.10.1 Security Guards will arrive on time, stay at their assigned posts, and perform their assigned tasks as directed. Guards shall follow the instructions set forth by the MST and will only deviate from those instructions for extenuating circumstances. These extenuating circumstances would include, but are not limited to, medical emergencies, traffic accidents, and unsafe/unlawful conditions.
- 2.10.2 Security Guards are not allowed to drink alcohol, use drugs, smoke, read unauthorized material, eat, chew gum or tobacco, or do personal grooming while in public view. No personal phone calls or texting are permitted while at their post, except in an emergency. All Security Guards will be alcohol and drug free while on duty and subject to random drug and alcohol tests at the expense of the contractor.
- 2.10.3 At no time will security personnel accept bribes, tips, or gratuities.
- 2.11 In the event of an absence by a Security Guard, Contractor must provide a replacement Security Guard within one (1) hour.
- 2.12 MST will not pay Contractor employees' overtime. All hourly rates quoted by contractor must include overtime assumptions, eg: 10-hour shifts or 50-hour work weeks. Contractor will provide a fully-burdened rate for MST requests to cover additional needs, such as special events.
- 2.13 Over-fills are not allowed. Over-fills occur when Contractor supplies too many Security Guards, Security Guards for longer periods than required, or Security Guards of a higher level of pay than agreed upon between the Contractor and the MST for a particular site. MST will not pay for over-fills, it will only pay for those services and staffing levels as agreed to and requested.
- 2.14 Contract Administration: – Day-to-day communication on matters relating to the contract between MST and the Contractor for Security Guard Foot Patrol and Mobile Patrol Services shall be between the MST Contract Transportation & Services Supervisor and Contractor's designated Supervisor or Manager.
- 2.15 Contractor shall submit monthly invoices within 15 days of the close of a month for prior month's services. Contractor shall ensure that all invoices

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are accurate and shall maintain adequate data to support the accuracy of each invoice. Contractor shall provide MST with sufficient data to support their invoice upon request.

2.15.1 One invoice for each location receiving foot patrol shall be provided for each month's services. Mobile Patrol services shall be separately invoiced.

2.15.2 Remit payment to MST's Finance Department at 19 Upper Ragsdale Dr. Suite 200 Monterey, CA 93940, Attn: Accounts Payable/Risk. Invoices shall include:

- Invoice Number
- Invoice Date
- Service Location
- Supporting documentation
  - Security Guard Name
  - Security Guard Schedule (SOD/EOD for each day)
- Total number of hours worked per
- day/month
- Rate charged per hour of work



## **2.2 SECURITY MOBILE PATROL SERVICE AND HOURS**

2.2.1 Mobile patrol of the grounds/roads located at 4512 & 4499 Joe Lloyd Way, Seaside, California 93955.

2.2.2 Mobile patrol will be once hourly from 5:00 p.m. to 5:00 a.m. Sunday through Saturday of each week.

2.2.3 Mobile patrol service shall be immediately available upon request by MST's Communications Center to respond and provide supplemental security services to all MST facilities.

2.2.4 Contractor shall make a reasonable level of effort to ensure that Mobile patrol services arrive within fifteen minutes of the requested response. Should Contractor be extensively delayed beyond fifteen minutes, Contractor shall notify MST's Communications Center.

2.2.5 Mobile patrol response shall be available 24 hour a day seven day per week.

2.2.6 Contractor personnel assigned to Mobile patrol service shall have supervisory authority over all Security Guard foot patrol employees assigned to MST facilities.

2.3.7 MST shall be invoiced at a separately negotiated rate for each request for a Mobile patrol response.

## **2.3 MODIFICATION OF SERVICES:**

2.3.1 MST reserves the right to increase, decrease, or modify the amount of service for Security Guard foot patrol and mobile patrol services. MST shall provide Contractor with written notice 10 business days in advance of any such changes.

**SECTION 3: INFORMATION TO BE INCLUDED WITH PROPOSAL**

The information provided in Proposer's offer will be used for Proposal evaluation and award. With their proposals, Proposers shall submit the following information:

**3.0 PRICING:**

3.0.1 For completion of SCOPE OF WORK

**3.1 FIXED FEE** shall remain firm for the term of any contract entered into from this RFP.

3.0.2 All unit prices must include all cost and fees for work and/or services required by scopes of work

**3.2 USE THE ATTACHED RFP "PROPOSAL FORM"** for "Security Guard and Mobile Patrol Services, RFP No. 20-01". Award will NOT be made on price alone but on all the factors noted in this RFP. See SECTION 8 FORMS & CERTIFICATIONS

**3.3 PROPOSER STATEMENT OF QUALIFICATIONS**

3.3.1 Name, title of individual and Telephone number to contact for further information:

3.3.1.1. Name of Organization:

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Business Address:

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Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

3.3.2. Legal Status of Organization: (Check one)

- ☐ For-profit corporation or joint venture corporation;  
☐ State incorporated in \_\_\_\_\_  
☐ For-profit partnership or sole proprietorship  
☐ Non-profit corporation  
☐ Public Agency  
☐ Other (identify) \_\_\_\_\_

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3.3.3. Has proposer, or any officer or partner of respondent, failed to complete a contract? \_\_\_\_\_  
If yes, give details Label the attachment Failed Contract(s) enclose with proposal submittals.

3.3.4. Location of central office, if any, to administer and manage this contract:

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Person to manage this contract:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

### 3.4 PROPOSAL AWARD

Proposal award will be based on the combined total results of the proposer submittals and any telephonic and/or oral interviews with offerors.

3.4.1 List names, contact, phone numbers, etc. for a minimum of THREE references for whom contractor provided substantially the same amount and type of work and/or services as specified herein within the past three years.

3.4.1.1 Business:  
Contact Person:  
Phone Number:  
Type and Amount of Work:  
Date(s) Service Provided:

3.4.1.2 Business:  
Contact Person:  
Phone Number:  
Type and Amount of Work:  
Date(s) Service Provided:

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- 3.4.1.3 Business:  
Contact Person:  
Phone Number:  
Type and Amount of Work:  
Date(s) Service Provided:

### **3.5 Other Required Information:**

3.5.1 Proposer to create a proposal that clearly and thoroughly addresses all aspects required by this RFP.

3.5.2 Proposer's ability to fulfill this contract as evidenced by, but not limited to, past experience with similar work, equipment and facilities, qualifications of personnel, financial capacity, and any other criteria deemed relevant by MST.

3.5.3 Proposer's ability and past experience in complying with all local state and federal health and safety laws and regulations.

3.5.4 . Proposals shall include the security firm's standards for the professionalism, demeanor, and reliability of its foot patrol officers.

3.5.5 Proposals shall include the security firm's standards for the training of its foot patrol officers.

3.5.6 Each of the above criteria will be given a point value based on information provided in the Proposal, MST's satisfaction with Proposer's submittals and references. Award will be made to the Proposer obtaining the highest score. Please see Section 4 EVALUATION CRITERIA for scoring of submitted proposals.

**SECTION 4: EVALUATION CRITERIA**

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Proposer Name : \_\_\_\_\_

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

CRITERIA	WEIGHT	SCORE	COMMENTS/REASONS
<b>PRICE PROPOSAL RESPONSE</b>			
Scope of Work	30		
<b>QUALIFICATIONS &amp; EXPERIENCE:</b>			
Firms professional Qualifications; Professional Standards Demeanor, Reliability and Standards for the Training of Foot and Mobile Patrols.	40		
Patrol Supervisor and Foot and Mobile Patrol Qualifications and Experience.	30		
<b>TOTAL EVALUATION RANKING SCORE:</b>			

**Notes** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Evaluator Signature \_\_\_\_\_

Date \_\_\_\_\_

## **SECTION 5: INSTRUCTIONS TO PROPOSER**

**5.0 ACCEPTANCE PERIOD** Unless otherwise specified herein, proposals are firm for a period of ninety (90) days.

**5.1 ADDENDA ACKNOWLEDGMENT** Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

**5.2 AUTHORIZED SIGNATURES** Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of MST, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of MST, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

**5.3 AWARD OF PROPOSAL** Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by MST. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. MST reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released unless requested in writing by an offeror. MST shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of MST after all factors have been evaluated

**5.4 AWARD EVALUATION CRITERIA** Evaluation Criteria and the weighted scoring that will be used to evaluate all proposals that are listed on SECTION 4, the page entitled "Evaluation Criteria".

5.4.1 The evaluation committee reserves the right to contact and evaluate the Proposer's and subcontractor's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of MST.

5.4.2 Discussions may, at MST's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and

responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, MST will not disclose information derived from proposals submitted by competing Proposers.

5.4.3 A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, MST may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

**5.5 AWARD SELECTION PROCESS** Selection of qualified Proposers will be based on the following: costs, quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with public transit agencies and similar types of efforts; and business references. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated. Interviews will be held with the most qualified respondents. The recommended proposals will be submitted to MST Board of Directors for contract approval. The Proposer selected will enter into a contract with MST.

**5.6 CANCELLATION OF SOLICITATION** MST may cancel this solicitation at any time.

**5.7 CONTRACT DOCUMENTS, EXAMINATION OF** It is the responsibility of the Proposer to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which MST may rely that the Proposer has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Proposer to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

**5.8 DISQUALIFICATION OF PROPOSER** If there is reason to believe that collusion exists among the Proposers MST may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers.

5.8.1 Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, MST may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

**5.9 DOCUMENTS TO BE RETURNED WITH PROPOSAL** Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents to Be Returned" and attached hereto.

**5.10 EXECUTION OF CONTRACT** Time is of the essence of this contract. The Successful Proposer/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. Two original identical copies of the contract will be returned to the Contractor after MST executes the contract. Contractor will execute both original copies of the contract retain one executed contract copy for their files and return one executed contract copy to MST. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, MST may, at its option, consider that the Proposer has abandoned the contract, in which case the Proposal Security Bond (if one was required) shall be forfeited by the Proposer and become the property of MST. After the contract has been executed, including the insurance documents, certificates, and bonds, a Notice to Proceed will be issued. Proposer agrees to commence work within ten (10) Calendar days after the date of the Notice to Proceed

**5.11 EXPERIENCE AND COMPETENCY** The Successful Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Proposer shall also have no less than **five (5)** years experience in the magnitude and character of the work proposal. Each Proposer shall set forth his experience on the form entitled Proposer's Experience and submit it with his proposal. It is the intention of MST to award a contract to a Proposer who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, MST will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work specified in the contract documents.



## 5.12 DEFINITION OF TERMS

For the purposes of this RFP, the following definitions will be used:

- a. **Contractor.** Same as Successful Proposer.
- b. **Evaluation Committee.** An independent committee established by MST to review, evaluate, and score the proposals, and to recommend award to the Proposer that submitted the proposal determined by the committee to be in the best interest of MST.
- c. **FTA** is the acronym for Federal Transit Administration
- d. **May.** Indicates something that is not mandatory but permissible.
- e. **Must/Shall.** Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.
- f. **MST** is the acronym for Monterey-Salinas Transit.
- g. **Proposer.** The person or firm making the offer.
- h. **Proposal.** The offer presented by the Proposer.
- i. **RFP.** Acronym for Request for Proposals.
- j. **Responsible** refers to the bidder's ability to satisfactorily complete the scope of work or services as evidenced by such factors as experience in the field, financial qualifications and quality of submittals requested.
- k. **Responsive** refers to the bidder's completeness of bid/proposal submission in meeting the requirements and specifications of the bid solicitation such as bid/proposal form, bonds, certifications, and provision of information on prior experience.
- l. **Should.** Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
- m. **Submittal Deadline.** The date and time on or before all proposals must be submitted.
- n. **Successful Proposer.** The person, contractor, or firm to whom the award is made.

**5.13 FUNDING:** This Project will be funded with the assistance of grants from the Federal Government under the Federal Transit Act and Monterey-Salinas Transit (MST). The successful proposer will be required to comply with all terms and conditions prescribed for third party contracts in grant contracts between the United States of America, The Federal Transit Administration (FTA), The State Of California, and MST. The budget for this Project will be funded through financial assistance grants from the Federal Transit Administration (FTA) and MST. The total Project budget will be determined by the final negotiated price between MST and the successful proposer.

5.14.1 If federal funding for this project is cancelled or substantially reduced by the Federal Government, the project may be cancelled.

**5.15 INDEPENDENT CONTRACTOR** Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

5.15.1 Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of MST. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of MST.

**5.16 INFORMED PROPOSER** Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

**5.17 INK OR TYPEWRITTEN** All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

**5.18 OPENING OF PROPOSALS:** No Public Opening. Proposals will not be opened publicly but a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals information will be made public and may be inspected at the time of award. Postponement of Opening. MST reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request For Proposals or subsequent addenda.

**5.19 PRICE DISCREPANCIES** In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

**5.20 PRICES** All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative.

5.20.1 Proposal prices shall include everything necessary for the completion of work, services and fulfillment of the contract including but not limited to furnishing all materials, Cars/vans equipment, tools, facilities and all management, superintendence, patrols, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents.

5.20.2 The work/services and the proposal price shall also include: Any items or details that are described in the specifications that are not specifically listed in the proposal bid form by

item are to be considered included in the proposal bid form price and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Proposer shall furnish a price for all proposal items in the schedule, and failure to do so will render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

## 5.21 PROPOSAL FORMS

5.21.1 Forms. Proposals must be submitted on preprinted forms attached herein. Proposer may supplement their proposal with their forms if appropriate forms are not provided herein.

5.21.2 Copies. One original and **(2)** copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original proposal marked "MASTER" the two additional identical copies. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

5.21.3 Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", MST reserves the right to use the original as the Master. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of MST.

**5.22 PROPOSAL CONTENT.** The proposal must include a cover letter that identifies the proposing firm/organization, mailing address, contact person, and telephone number. The cover letter must acknowledge the receipt of all addenda issued to the Request For Proposal (RFP), and be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm/organization.

5.22.1 Proposer must describe in detail how he/she will meet the requirements of this RFP, and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scopes of Work, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

5.22.2 Proposals must include all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements.

5.22.3 The omission of these documents renders a proposal non-responsive. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

5.22.4 MST is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by MST.

**5.23 PROPOSAL DEADLINE** Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Proposer unopened.

**5.24 PROPOSAL MODIFICATIONS** Any Proposer who wishes to make modifications to a proposal already received by MST must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

**5.25 PROPOSAL PRICES, NOTATIONS, AND MISTAKES** All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Prices shall be stated in units and offers made separately on each item. In case of conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

**5.26 PROPOSAL RECEIVED LATE** Late proposals will not be accepted and will be returned to Proposers unopened.

**5.27 PROPOSAL, REJECTION OF** MST reserves the right to reject any or all Proposals or any part of a Proposal. MST reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for MST or any other governmental agency. MST expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due MST.

**5.28 PROPOSAL SUBMITTAL** Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submittal Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral,

electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

All proposals, supporting documents and other media will become the property of Monterey-Salinas Transit upon submission, and shall be designated public records subject to disclosure as required by the California Public Records Act.

**5.29 PROPOSER'S BACKGROUND** Proposer must provide a company profile. Information provided shall include:

5.29.1 Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.

5.29.2 Location of the company offices.

5.29.3 Location of the office servicing any California account(s).

5.29.4 Number of employees both locally and nationally.

5.29.5 Location(s) from which employees will be assigned.

5.29.6 Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.

5.29.7 Company background/history and why Proposer is qualified to provide the services described in this RFP.

5.29.8 Length of time Proposer has been providing services described in this RFP. Please provide a brief description.

5.29.9 Proposer's Dun and Bradstreet number.

5.29.10 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

5.29.11 Proposer's bank of record.

5.29.12 Proposer must include in his proposal a complete disclosure for the past three (3) years of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. MST reserves the right to reject any proposal based upon the Proposer's prior history with MST or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

**5.30 QUALIFICATION OF PROPOSERS** Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the proposal. The Proposer's experience shall be set forth and submitted on the form provided herewith. It is the intention of MST to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and infrastructure to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the proposal. To determine the degree of responsibility to be credited to the Proposer, MST will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work covered and/or specified in the proposal documents. To this end, each Proposal shall be supported by a statement of the Proposer's experience on the form entitled "Proposer's Experience", which is a part of the contract documents.

**5.31 RULES FOR SUBMITTING PROPOSALS.**

5.31.1 Submittal Deadline. Proposals must arrive to the Purchasing Manager, 19 Upper Ragsdale Drive, Suite 200, Monterey CA 93940-5703 by the Submittal Deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein.

5.31.2 Responsibility. Proposers are solely responsible for ensuring their proposal is received by MST in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. MST shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request for Proposals for this solicitation. Deliveries made before the Submittal Deadline but to the wrong MST office will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline.

5.31.3 Extension of Submittal Deadline. MST reserves the right to extend the Submittal Deadline when it is in the best interest of MST.

5.31.4 Facsimile Transmissions. Proposals may NOT be submitted by facsimile, unless otherwise specified herein.

5.31.5 Late Proposals. The Submittal Deadline it is firm. Proposals will not be accepted after the Submittal Deadline and will be returned to the Proposer unopened.

5.31.6 Signature. To be considered for award, each proposal shall be signed by an authorized representative of the Proposer.

5.31.7 Sealed. Proposals must be submitted in a sealed envelope or box.

**5.32 SELL OR ASSIGN** The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of MST.

**5.33 SIGNATURES** An individual who is authorized to bind the Proposer must sign the proposal.

**5.34 SUBCONTRACTOR COMPETENCY** The Successful Proposer will be required to establish to the satisfaction of MST the competency, reliability and responsibility of the subcontractors proposed to furnish or perform the work described in the proposal documents. Before the award of the contract, MST will notify the Proposer in writing if, after due investigation, MST has reasonable objection to any proposed subcontractor. If MST has reasonable objection to any subcontractor the Proposer shall submit an acceptable substitute to MST.

5.34.1 Persons and entities proposed by the Proposer to be used as subcontractors, and to whom MST has made no reasonable objection, must be used on the work and/or services for which they were proposed and shall not be changed except with the written consent of MST.

**5.35 SUBCONTRACTOR INFORMATION** If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services. Place this information on the Subcontractors List Form found in SECTION 12 FORMS AND CERTIFICATIONS.

**5.36 SUBCONTRACTOR REFERENCES** For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from similar projects performed for any public transit agency and/or local government clients within the last three years. Attach and label as "SECTION 8, Subcontractor Reference Information" Include the following information:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment;
- e. Staff assigned to reference engagement that will be designated for work per this RFP;
- f. Client project manager's name and telephone number.

**5.37 SUBCONTRACTOR SUBSTITUTION** The provisions of the California Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100-4113) are incorporated herein by this reference and MST'S **Lisa Cox** is authorized to consent to substitutions as provided therein.

**5.38 SUBMITTAL METHOD** Proposals must be submitted in sealed envelopes or boxes and should be properly identified with the Proposal number and the Submittal Deadline.

**5.39 TAXES** Successful Proposer shall pay all federal, state and taxes, levies, duties and assessments of every nature due in connection with any work and /or services under the proposal and shall indemnify and hold harmless MST from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for all applicable taxes, if any.

**5.40 TERMS OF THE OFFER** MST reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of MST during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by MST in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from MST of the facts relating to the proposal. ***Proposer must complete and submit with its proposal Attachment B-Certification of Compliance or Exception to the Terms And Conditions Of The RFP.***

**5.41 WITHDRAWAL OF PROPOSAL** Proposers' authorized representative may withdraw Proposals only by written request received by the Purchasing Manager before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety- (90) days from the date of opening. At no time may the successful Proposer(s) withdraw his Proposal.



## SECTION 6: TERMS AND CONDITIONS

This solicitation and the Agreement to be awarded are subject to the following Federal requirements. These requirements shall govern over any inconsistent provisions otherwise contained in the Instructions to Proposers and General Terms and Conditions, and the Agreement to be entered into, provided any such federal requirement is determined to apply to the product or service to be provided, or in the context under which it was written. The term “Contractor”, as may be used in these requirements shall mean and include, as the context permits or requires, Proposers and any successful Proposer.

### **FP.1 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The following provisions include, in part, certain Standard Terms and Conditions required by Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The successful Proposer shall not perform any act, fail to perform any act, or refuse to comply with any MST requests which would cause MST to be in violation of FTA terms and conditions.

### **FP.2 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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

b. The successful Proposer 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.

Applicability to Contracts: Applicable to all contracts

Flowdown: Not required by statute or regulation for either primary Contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

### **FP.3 FEDERAL CHANGES**

The successful Proposer shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (8) dated October, 2001) between MST and FTA, as they may be amended or promulgated from time to time during the term of the Agreement. Successful Proposer's failure to so comply shall constitute a material breach of the Agreement.

Applicability to Contracts: Applicable to all contracts

Flowdown: Flows down appropriately to each applicable changed requirement.

### **FP.4 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

a. The successful Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the successful Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, the successful Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the successful Proposer to the extent the Federal Government deems appropriate.

b. The successful Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the successful Proposer, to the extent the Federal Government deems appropriate.

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

Applicability to Contracts: Applicable to all contracts

Flowdown: To Contractors and subcontractors who make, present, or submit covered claims and statements.

**FP.5 CIVIL RIGHTS**

The following requirements apply to the underlying Agreement:

- a. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the successful Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the successful Proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Agreement:
- c. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and the Federal Transit Laws at 49 U.S.C. § 5332, the successful Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The successful Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the successful Proposer agrees to comply with any implementing requirements FTA may issue.
- d. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the successful Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the successful Proposer agrees to comply with any implementing requirements FTA may issue.
- e. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the successful Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29

C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the successful Proposer agrees to comply with any implementing requirements FTA may issue.

The successful Proposer 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.

Applicability to Contracts: Applicable to all contracts

Flowdown: To all third party Contractors and their contracts at every tier.

#### **FP.6 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

Policy: It is the policy of the Department of Transportation and MST that Disadvantaged Business Enterprises (“DBE”) as defined in 49 CFR part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirement of 49 CFR applies to this Agreement.

DBE Obligation: Successful Proposer agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all Recipients or Contractors shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBE’s have the maximum opportunity to compete for and perform contracts. Recipients and their Contractors shall not discriminate on the basis of race, color, national origin religion, age, sex, or disability, in the award and performance of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of the contract or such other remedy as MST deems appropriate.

DBE Requirements: The successful Proposer must include with its Proposal the following information:

- 1) Names and addresses of DBE firms that will participate in the contract.
- 2) A description of the work that each DBE will perform.
- 3) The dollar amount of the participation of each DBE firm’s participation.
- 4) Written, signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract-anticipated level of participation; and
- 5) Written and signed confirmation from the DBE that it is a participant in the contract as provided in the prime Contractor’s commitment.

Prompt Payment: The successful Proposer agrees to pay each subcontractor for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime Contractor receives from MST. 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 from MST. This clause applies to both DBE and non-DBE subcontractors. If the successful Proposer fails or refuses to comply in the time specified, MST's Project Manager will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the successful Proposer still fails to comply, MST's Project Manager may issue a termination for default proceeding.

Applicability to Contracts: Applicable to all contracts

#### **FP.7 AUDIT AND INSPECTION OF RECORDS**

The following access to records requirements apply to the Agreement:

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

Applicability to Contracts: Applicable to all contracts

#### **FP.8 DEBARMENT/SUSPENSION STATUS**

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

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to its Proposal.

The successful Proposer shall provide MST with certification addressing its debarment and suspension status and that of its principals. The successful Proposer shall promptly inform MST of any change in the suspension or debarment status of the successful Proposer or its principals during the term of the Agreement.

Applicability to Contracts: Executive Order 12549 as implemented by 49CFR, Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and

services from organizations that have been suspended or debarred from receiving Federally assisted contracts. As part of their applications each year, recipients are required to submit a certifications to the effect that they will not enter into contracts over \$100,000 (one hundred thousand dollars) with suspended or debarred Contractors and that they will require their Contractors (and their subcontractors) to make the same certification to them.

Flowdown: Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000 (one hundred thousand dollars). Thus, the terms “lower-tier covered participant” and “lower tier covered transaction” include both Contractors and subcontractors and contracts and subcontracts over \$100,000. The certification and instruction language is contained in 29CFR Part 29, Appendix B, and must be included in RFP’s and RFP’s (for inclusion by Contractors and subcontractors in their RFP’s and RFP’s) for all contracts over \$100,000 (one hundred thousand dollars), regardless of the type of contract to be awarded; Certification Regarding Debarment, Suspension, and other Responsibility Matters – Lower Tier Covered Transactions (Third Party Contracts over \$100,000).

#### **FP.9 BUY AMERICA REQUIREMENTS**

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)I and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Proposer or offeror must submit to the FTA recipient the appropriate Buy America certification with all Proposals or offers on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower- tier subcontractors.

Applicability to Contract: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flowdown: The Buy America requirements flow down from FTA recipients and subrecipients to first tier Contractors, who are responsible for ensuring that lower tier Contractors and subcontractors are in compliance.

## **FP.10 RESTRICTIONS ON LOBBYING AND CONTRACTS**

During the period beginning on the date of the issuance of this Request for Proposal and ending on the date of selection of the successful Proposer, no person (or entity) submitting a Proposal in response to this Request for Proposal, nor any officer, employee, representative, agent, or consultant representing such a person (or entity) shall contact through any means or engage in any discussion concerning the award of the contract with any member of the Board of Directors or his/her personal staff. Any such contact shall be grounds for the disqualification of the Proposer.

During the period beginning on the date of the issuance of this Request for Proposal and ending on the date of selection of the successful Proposer, each person or entity described above shall limit his/her communication with MST staff to the written clarification and amendment process described herein.

Any entity which submits a Proposal for a contract award with a potential value of one hundred thousand dollars (\$100,000) or more is required to file the certification regarding lobbying. Such certification, in effect provides a certification to MST that the potential successful Proposer will not and has not used federally 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 or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract covered by 31 USC 1352. All Proposers are required to complete and submit to MST the certification form entitled "Certification of Restrictions on Lobbying" whether or not any lobbying effort took place. If any Proposer did engage in lobbying activities utilizing non-federal funds in connection with obtaining the award of this contract, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to MST.

Applicability to Contracts: Lobbying requirements apply to Construction, Architectural and Engineering (A&E), Acquisition of Rolling Stock, Professional Services, Operational Service and Turnkey Contracts.

Flowdown: Requires the maximum flowdown, pursuant to Byrd Anti-Lobbying Amendment 31 U.S.C. §1352(b) 5 and 49 CFR, part 19, Appendix A, Section 7.

## **FP.11 ENERGY CONSERVATION**

The successful Proposer agrees to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC§6321 et seq..

Applicability to Contracts: Energy Conservation requirements are applicable to all contracts.

Flowdown: These requirements extend to all third party Contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

#### **FP.12 CLEAN AIR**

The successful Proposer 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 successful Proposer agrees to report each violation to MST and understands and agrees that MST will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The successful Proposer further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Applicability to Contract: Requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flowdown: Requirements flow down to all subcontracts which exceed \$100,000.

#### **FP.13 CLEAN WATER**

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

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

Applicability to Contract: Applies to each contract and subcontract which exceeds \$100,000.

Flowdown: Requirements flow down to FTA recipients and subrecipients at every tier.



#### **FP.14 RECYCLED PRODUCTS**

Contractor shall use, to the extent practicable and economically feasible, products and services that conserve natural resources and protect the environment and are energy efficient. Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurements of the items designated in Subpart B of 40 CFR Part 247.

Applicability to Contracts: Applicable to all contracts for items designated by the EPA, when the Contractor procures \$10,000 or more of these items during the fiscal year or has procured \$10,000 or more of the item in the previous fiscal year, using Federal funds.

Flowdown: Extends to all third party Contractors and their contracts at every tier and subrecipients and their sub-agreements at every tier.

#### **FP.15 CARGO PREFERENCE**

The Contractor agrees: a. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels; b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the FTA recipient (through the Contractor in the case of a subcontractors' bill-of-lading) c. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Applicability to Contract: Requirements apply to all contracts involving equipment, materials or commodities which may be transported by ocean vessels with the exception of purchases under \$2500, when the requirements do not apply.

Flowdown: Requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

**FP.16 FLY AMERICA**

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Applicability to Contract: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier’s designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flowdown: Requirements flow down from FTA recipients and subrecipients to first tier Contractors, who are responsible for ensuring that lower tier Contractors and subcontractors are in compliance, with the exception of purchases under \$2500, when the requirements do not apply.

**FP.17 TERMINATION**

All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000 a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close- out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient’s property, contractor shall account for same, and dispose of it as the recipient directs. b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination

shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience. c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default. d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract. e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience. g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute

clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience. h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if: 1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience. i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience. j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract.

Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Applicability to Contracts: All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

## **FP.18 BREACHES AND DISPUTE RESOLUTION**

All contracts over \$150,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729. Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or

acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Applicability to Contracts: All contracts over \$150,000

#### **FP.19 FEDERAL STANDARDS**

As a recipient of Federal funds through MST the successful Proposer agrees to comply with FTA Circular 4220.1F, "Third Party Contracting Requirements," including any revision or replacement thereof, and applicable Federal regulations or requirements, including FTA third party contracting regulations when promulgated. The FTA Best Practices Procurement Manual provides additional procurement guidance. Nevertheless, successful Proposer should be aware that the FTA Best Practices Procurement Manual is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

Applicability to Contracts: Applicable to all turnkey, rolling stock and operational contracts.

Flowdown: The disclaimer has unlimited flowdown.

#### **FP.20 DRUG AND ALCOHOL REQUIREMENTS**

At the time of the execution of the contract the Contractor shall submit to the MST an alcohol and drug-free workplace program which at a minimum shall include the following:

- A. An alcohol and drug-free workplace policy statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of alcohol or a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishment of an on-going alcohol and drug-free awareness program to inform its employees about:
  1. The Contractor's policy of maintaining an alcohol and drug-free workplace.
  2. The dangers of alcohol and drug abuse in the work place.
  3. Any available alcohol and drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon an employee for alcohol and drug abuse violations occurring in the work place.
- C. Provide to all employees engaged in the performance of the Contract a copy of the alcohol and drug-free policy statement.
- D. As a condition of initial employment of any Contractor's employee, employment shall be conditional until pre-employment drug screening has been passed. Drug test types shall be enzyme Multiplied Immunoassay Technique (EMIT) performed according to the National Institute of Drug Abuse (NIDA) standards by a NIDA certified

laboratory.

- E. Notification to all employees, in writing, that as a condition of employment the employee will:
1. Abide by the terms of the policy statement.
  2. Upon request by the Contractor, agree to submit to a drug screening/alcohol test if either of the following exists:
    - Reasonable suspicion exists to believe the employee is under the influence or possession of drugs, alcohol or other controlled substances, or
    - Employee is involved in an accident or situation that results in an injury to the employee or any other individual on the Work site or property damage.
    - Drug type tests shall be Enzyme Multiplied Immunoassay Technique (EMIT) performed according to the National Institute of Drug Abuse (NIDA) standards by a NIDA certified laboratory.
  3. Notify the employee, in writing, of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
  4. Notify the employer of employee's use of prescription drugs which may impair alertness during work hours.
  5. Upon reasonable suspicion of a violation of policy, submit to a search and inspection upon entering, while working or leaving the Work Site.
  6. Upon returning to active employment from rehabilitation for alcohol or drug abuse, sign a "Return to Work Agreement", agreeing to unannounced testing for a period of one (1) year, maintaining an acceptable attendance and performance record and participation in follow-up treatment/counseling recommendations by the treatment program.
- F. Notifying MST's Purchasing Manager in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of an employee's conviction under a criminal drug statute for a violation occurring in the workplace. The notice shall include the name and position title of the employee.
- G. Within thirty (30) calendar days after receiving notice of a conviction, take one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace.
1. Taking appropriate personnel action against such employee up to and including termination, or
  2. Requiring such employees to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by Federal, State or local health, law enforcement or other appropriate agency.
- H. Provide, throughout the construction period, periodic seminars and

instruction to site superintendents, supervisory personnel including foreman and other key employees in the characteristics, behavior and detection of alcohol and drugs.

1. The Contractor, if an individual, agrees by award of the Contract, not to engage in the unlawful manufacture, dispensing, possession, or use of a controlled substance in the performance of the Contract.
2. If the Contract involves the use of Union Craft personnel performing the Work, the Contractor may wish to obtain a Memorandum of Understanding regarding its Alcohol and Drug-Free Workplace program from the Unions involved.

**Applicability to Contracts:** Applies to Contractors and subcontractors of any tier with subcontracts exceeding \$25,000.

#### **FP.21 PRIVACY ACT REQUIREMENTS**

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C §552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**Applicability to Contracts:** The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract when the grantee maintains files on drug and alcohol enforcement activities for FTA when those files are organized so that information could be retrieved by personal identifier. The requirements do not apply to micro-purchases under \$2,500.

**Flowdown:** The Privacy Act requirements flow down to each third party Contractor and their contracts at every tier.



## **SECTION 7: SPECIAL PROVISIONS FOR SERVICES/WORK**

**7.0 ACCESSIBILITY** The Contractor shall fully inform himself regarding any peculiarities and limitations of the driving areas and conditions of services/work under this contract

**7.1 BUSINESS LICENSE** If the scope of work under this proposal includes performing services or installation on MST property, the SUCCESSFUL PROPOSER must obtain a appropriate City Business License upon execution of the contract.

**7.2 COOPERATION BETWEEN CONTRACTORS** MST reserves the rights to contract for and perform other or additional work and/or services on or near the work and/or services covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless MST from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

**7.3 COORDINATION WITH AGENCIES** The Contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

**7.4 COORDINATION OF TERMS AND CONDITIONS:** The Scope of Work/Services, Instruction to Proposers, Terms and Conditions, and Special Provisions for Services/Work are intended to be complementary and to describe and provide for complete service/work project. In the event that there are inconsistencies or discrepancies between provisions contained in these components of the contract documents, the Scopes of Work/Services and Special Provisions for Services/Work shall govern over the Instruction to Proposers, Terms and Conditions.

For clarification of the specifications, contact:

Monterey-Salinas Transit  
Lisa Cox  
Risk & Security Manager  
19 Upper Ragsdale Drive, Suite 200  
Monterey, CA 93940-5703  
Phone: (831) 264-5879  
FAX: (831) 583-9048

**7.5. CORRESPONDENCE:** All correspondence related to the proposal or the contract must show:

**Security Guard Foot and Mobile Patrol Service, RFP# 20-01**

**7.6 DAMAGE** The contractor shall be held responsible for any breakage, loss of MST equipment or supplies through negligence of the contractor or his employee while working under this Contract. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to MST any damages to the premises or equipment resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

**7.7 DISADVANTAGED BUSINESS ENTERPRISES** MST hereby notifies all respondents that recipients of Federal financial assistance from the Department of Transportation, Federal Transit Administration, is committed to and has adopted a Disadvantaged (Minority/Women) Business Enterprise (DBE) Policy, in accordance with federal regulations issued by the Department of Transportation. The complete guidelines for this policy are located in the Section 6 Terms and Conditions.

7.7.1 This DBE Policy provides that DBE's will be afforded every practicable opportunity to submit proposals and to participate in the performance of all Contracting activities.

7.7.1.1 "DBE Participation Goal". **There is no DBE Goal for this Contract.**

7.7.1.2 "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.

7.7.1.3 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.

7.7.1.4 DBE Information on any Disadvantaged Business Enterprise (DBE) participation shall be submitted. At a minimum, DBE information shall include:

- A description of any DBE firm(s) and the work it (they) will perform.
- Evidence of the firm's DBE certification.
- Estimated value of services to be performed and/or materials to be provided by DBE firm(s) under the proposal.
- Evidence of good faith efforts.

**7.8 INSURANCE REQUIREMENTS** Within ten (10) consecutive calendar **days** of award of contract, Successful Proposer must furnish MST with the Certificates of Insurance proving coverage as specified in "**Attachment A**" and naming MST, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

**7.9 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.

**7.10 LENGTH OF CONTRACT:** Three (3) years, with up to two (2) option years.

**7.11 RIGHTS RESERVED** (a) Rejection of Services. Contractor agrees that MST has the right to make all final determinations as to whether the services has been satisfactorily completed. (b) Completion of Service. If Contractor fails to comply with the conditions of the contract, or fails to complete or furnish the required services within the time stipulated, MST reserves the right to complete the required services, at the expense of the Contractor, including but not limited to, by recourse to provisions of the performance bond if such bond is required under the conditions of this proposal.

**7.12 SAFETY, FIRST AID REQUIREMENTS** Successful Contractor shall comply with the provisions of California Code of Regulations Section 1502 & 1512, et. seq. regarding safety and first aid kits on site.

**7.13 WORK/SERVICE AREAS, INSPECTION OF** It is the responsibility of the Proposer to carefully and personally examine the various sites of the proposed work/service operation areas. Proposers are required to inspect site of work/service areas in order to judge for themselves, by personal examination or by such other means, as they may prefer, of the location of the foot patrol and mobile patrol driving environs and as to the actual conditions of and at the various sites of work/service areas. The submission of a proposal by a Proposer shall constitute the acknowledgment that it is relying on its own examination of the various sites of the proposed work/service operation areas and believes the scope of work can be accomplished for the cost/price submitted in its proposal.

## **SECTION 8: FORMS AND CERTIFICATIONS**

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

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

19 Upper Ragsdale Drive, Suite 200  
Monterey, California 93940-5703  
Telephone (831) 264-5884  
Fax (831) 899-3954  
E-mail : samorim@mst.org

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

### **IMPORTANT NOTICE**

#### **PROPOSALS 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) – Page-45
- b. DBE Participation for Subcontractors – Page-46
- c. Certificate of lower-tier participants (subcontractors) Debarment – Page-47
- d. Certificate of Primary Contractor Regarding Debarment – Page-48
- e. Lobbying Certificate – Page-49
- f. MST Bidders/Proposers list form – Page-50
- g. Fair Employment Certification – Pages-51-53
- h. Non-Collusion Certificate - Page-54
- i. Proposal Form Pages-55-57
- j. Proposer's Statement Regarding Insurance Coverage - Page-58

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- k. Worker's Compensation Insurance Certificate - 59
- l. Experience Statement - Pages-60-61
- m. Proposer information sheet(s) - Page-62
- n. Subcontractors List - Page-63
- o. Contractor's Nondiscriminatory Employment Statement of Certification:  
(Proposer please provide your firms Nondiscriminatory Statement on Firms letterhead.)
- p. Certificate of Compliance (Attachment B) - Page-66

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

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

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

**# Notes**

- 1 Awards exceeding \$100,000 by Statute
- 2 Awards exceeding \$100,000 when tangible property or construction will be acquired
- 3 All contracts
- 4 All Awards Exceeding \$100,000

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

RFP #20-01 for Security Guard Foot and Mobile Patrol Services

If supplier desires 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 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\_\_\_\_,

**DBE PARTICIPATION FORM**

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

DBE Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Dollar amount awarded: \_\_\_\_\_

Description of work to be  
performed : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR'S COMMITMENT TO USE DBE FIRM**

\_\_\_\_\_ is committed to utilize the DBE  
(Name of Contractor)

contractor to utilize the above named DBE subcontractor/supplier in the manner  
and amount described on this form.

Dated \_\_\_\_\_  
(Authorized Signature)

**DBE'S COMMITMENT TO PARTICIPATE**

\_\_\_\_\_, as a DBE firm, is committed to  
(Name of subcontractor/supplier)

perform the work as described above for the amount specified.

Dated \_\_\_\_\_  
(Authorized Signature)



**CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTORS)  
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

The Lower Tier Participant (Subcontractor to the Primary Contractor), \_\_\_\_\_, certifies, by submission of this proposal, that neither it 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.

If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The Lower-Tier participant (Subcontractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31. U.S.C. Sections 3801 et seq. are applicable thereto.

\_\_\_\_\_  
***Signature and Title of Authorized Official***

\_\_\_\_\_  
***Notary Public Name (Printed)***      ***Date***

\_\_\_\_\_  
***Notary Public Signature***

\_\_\_\_\_  
***County of***

\_\_\_\_\_  
***Expiration Date***

.

**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 of 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 proposal, bid or quote. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. 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.**

**FAIR EMPLOYMENT PRACTICES CERTIFICATE**

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, sex, marital status, physical handicap or medical condition, as defined in Government Code Section 12926. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, sex, physical handicap, or medical condition as defined in Government Code Section 12926. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data records by the Fair Employment and Housing Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment and Housing Act, Government Code Sections 12900 et. seq., shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order under Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

## RFP #20-01 for Security Guard Foot and Mobile Patrol Services

Upon receipt of such written or notice from the Department of Fair Employment and Housing, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

5. The Contractor agrees, that should the awarding authority determine that the contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the contractor shall, as a penalty to the awarding authority, forfeit for each calendar day or portion thereof for each person who was denied employment as a result of such noncompliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.

6. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.

7. The Contractor will include the provisions of the foregoing paragraphs 1 through 6 in every first tier subcontract, if any, so that such provisions will be binding upon each such subcontractor.

8. Statements and Payrolls. The Contractor shall maintain his records in conformance with the requirements in the Specifications and the following provisions:

- a. The submissions by the Contractor of payrolls, or copies thereof, is not required. However, each Contractor and subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of this contract.
- b. The payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.
- c. The Contractor shall make his payroll records available at the project site for inspection by MST and shall permit MST to interview employees during working hours on the job.

The following certification is to be executed by every bidder and enclosed and forwarded in a sealed envelope containing the bid. The person signing the certification shall state his address and official capacity.

**FAIR EMPLOYMENT PRACTICES CERTIFICATION**

TO MONTEREY-SALINAS TRANSIT:

The undersigned, in submitting a bid for performing the following work by contract, hereby certifies that the bidder will meet the above standards of affirmative compliance with the Fair Employment and Housing Act, Government Code Sections 12900, et seq.

_____		_____	
Date		Bidding Company	
_____		_____	
Address		Signature	
_____		_____	
City		Name of Signer	
_____		_____	
State		Title	
_____		_____	
Zip Code		Telephone	
_____		_____	

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty for perjury:

1. That I am the bidder or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned course of action with any other supplier of materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition;
3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and,
4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

SIGNED \_\_\_\_\_

FIRM  
NAME \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_,  
20\_\_\_\_\_

Bidder's E.I. Number \_\_\_\_\_  
(Number used on employer's Quarterly Federal Tax Return)



**PROPOSAL FORM**  
**For**  
**“Security Guard Foot Patrol Service, RFP No. 20-01”**

To: Monterey-Salinas Transit District  
19 Upper Ragsdale Drive, Suite 200  
Monterey, California, 93940-5703

From: \_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State & Zip

**CONTRACTOR'S PROPOSAL**

The undersigned Proposer agrees that he will contract with MST to provide all necessary labor, services supervision, cars/vans, tools, apparatus and other means necessary to do all the work and furnish all the services, reports and materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Proposal No. **20-01** for **Security Guard Service**, in its entirety, all Addenda, and the following documents forms and /or certificates by this reference are hereby made a part of this contract:

- Notice of Request For Proposals
- Scope of Work
- Instructions To Proposer
- Terms and Conditions
- Special Provisions for Services and Equipment

**ADDENDA:**

Proposer acknowledges receipt of Addenda Number(s) \_\_, \_\_, \_\_, if any and the following, Documents, Forms and/or Certificates:

- Non-Collusion Affidavit
- Proposal Security Bond
- Certificate of Compliance (Attachment “B”)
- Proposer's Statement Regarding Insurance Coverage
- Worker's Compensation Insurance Certificate
- Proposer's Nondiscriminatory Employment Contractor's Proposal

## RFP #20-01 for Security Guard Foot and Mobile Patrol Services

- Experience Statement
- Subcontractors List
- Fair Employment Certificate
- DBE Participation for Subcontractors

The cost of all labor, material, cars/vans and equipment necessary for the completion of the work/services itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. MST reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

**PRICE/COST PROPOSAL**

*Proposer shall describe cost elements that are included in the fixed annual cost.*

	A	B	F
<b>Contract Year</b>	<b>Foot Patrol Guard hourly cost</b>	<b>Approximate Annual Guard Hours</b>	<b>Total Annual Cost {(AxB)} = F</b>
Year One		5,600	\$
Year Two		5,600	\$
Year Three		5,600	\$
Year Four		5,600	\$
Year Five		5,600	\$
<b>TOTAL CONTRACT EXPENSE</b>			<b>\$</b>

	A	B	F
<b>Contract Year</b>	<b>Mobile Patrol Cost</b>	<b>Approximate Annual Mobile Patrol Hours</b>	<b>Total Annual Cost {(AxB)} = F</b>
Year One		2,600	\$
Year Two		2,600	\$
Year Three		2,600	\$
Year Four		2,600	\$
Year Five		2,600	\$
<b>TOTAL CONTRACT EXPENSE</b>			<b>\$</b>

RFP #20-01 for Security Guard Foot and Mobile Patrol Services  
(Cont)

Please describe the cost elements that are included in the Guard fixed annual cost:

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Please describe the cost elements that are included in the Mobile Patrol fixed annual cost

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Please check your calculations before submitting your Proposal; MST will not be responsible for Proposer's miscalculations.

**Subcontractor Information:** Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

---

\_\_\_\_\_  
Company Name of Proposer

\_\_\_\_\_  
Mailing Address (PO Box or street)

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type of Business (Corp, Partnership, Sole Proprietorship)

---

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number



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

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposals No. 20-01 to provide Security Guard and Mobil Patrol Service, Proposal No: 20-01. See Attachment "A". 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

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Name of Proposer (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Proposer's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

**EXPERIENCE STATEMENT**  
To Be Submitted With Proposal

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

\_\_\_\_\_  
Signature of Proposer

Description	Yr.	Amt.
_____	_____	\$ _____
_____		
_____		

\_\_\_\_\_  
Customer

\_\_\_\_\_  
& Telephone

(\_\_\_\_\_) \_\_\_\_\_

Description	Yr.	Amt.
_____	_____	\$ _____
_____		
_____		

\_\_\_\_\_  
Customer

\_\_\_\_\_  
& Telephone

(\_\_\_\_\_) \_\_\_\_\_



RFP #20-01 for Security Guard Foot and Mobile Patrol Services

EXPERIENCE STATEMENT Continued

Description	Yr.	Amt.
		\$

Customer

& Telephone
( )

Description	Yr.	Amt.
		\$

Customer

& Telephone
( )

**PROPOSER INFORMATION SHEET(S)**

Please provide the following information with your proposal:

- a. Background of firm in one page or less.
- b. List of principles and staff that will be assigned to the project. Resumes of individuals listed need to be included.
- c. Client and Address List: List shall include both previous and current clients, including any transit/transportation clients for the last three (3) Years. Please provide client contact name and telephone numbers.

**SUBCONTRACTORS LIST**

The following is a list of the subcontractors that will be used in the work/services if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of MST. Additional numbered pages outlining this portion of the Proposal may be attached to this page. NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of Proposals. Subcontractor name, location, and item of work must be stated at the time of the Proposal.

\_\_\_\_\_  
Proposer Name

SUBCONTRACTORS LIST, Page 1		
All Subcontractors in excess of 1/2 of 1% of total Proposal must be listed.		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ( )
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ( )
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ( )
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ( )

## **SECTION 9: LISTING OF ATTACHMENTS**

### **ATTACHMENT "A" INSURANCE**

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.

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 subcontractors having no employees) with limits of not less than one million dollars (\$1,000,000) per occurrence.
- (b) 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 two million dollars (\$2,000,000) 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 two million dollars (\$2,000,000) combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:

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.

**ATTACHMENT B**  
***(Proposer must complete and submit with his proposal)***

**COMPLIANCE OR EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFP**

**A. COMPLIANCE:**

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

Firms Name: \_\_\_\_\_

Offeror  
Signature; \_\_\_\_\_

Title: \_\_\_\_\_

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

**B. EXCEPTION:**

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

Firms Name: \_\_\_\_\_

Proposer  
Signature; \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**SECTION 10: SAMPLE CONTRACT**

The following represents the possible sample contracts that may result from this RFP.

**CONTRACT  
FOR  
SECURITY GUARD FOOT PATROL SERVICE RFP 20-01**

THIS CONTRACT is made by and between Monterey-Salinas Transit 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 RFP # 20-01 and its salient sections as listed below:

**INTRODUCTION:**

**1. General Information**

The Contractor shall provide Security Guard Foot Patrol Services for MST.

The Contractor has been awarded a three year contract with up to two (2) option years to provide the aforementioned services for the period beginning January 1, 2019 through December 31, 2024. If all option years are exercised.

**2. SCOPE OF SERVICES**

**SCOPE OF SERVICE SPECIFICATIONS AND/OR WORK**

(Awarded contract shall have scope of work/services added here.)

**3. SUPPLEMENTARY SPECIFICATIONS THAT ARE APPLICABLE TO SERVICE**

(Awarded contract may have additional specifications added here.)

**4. ADDITIONAL COMPONENT PARTS.**

This Contract shall consist of the following documents, a copy of which are on file in the office of MST and all of which are incorporated herein and made a part hereof by reference hereto:

- A. This signed and dated Contract Agreement
- B. Request For Proposal (RFP) #20-01 and any Addenda there to
- C. Executed Bid Form
- D. 49 Code of Federal Regulations (CFR) Part 26
- E. Required Forms and Certifications

**5. CONTRACT TERM**

The term of this Contract is for 5 years from January 1, 2019 through December 31, 2022, with two option years, for a total contract term of 5 years, subject to the cancellation provisions of section 8.

**6. CONTRACT PRICE.**

Contractor shall faithfully perform each and every item of work required under this Contract and shall be compensated at the unit prices bid as submitted on the Proposal Form, Payments shall be made to the Contractor within thirty calendars (30) days of invoice(s) acceptance. Acceptance of invoice(s) is within MST sole discretion.

MST shall pay the Contractor the below listed prices as quoted by Contractor on the Proposal form.

Year	Price
Year One	\$
Year Two	\$
Year Three	\$
Year Four	\$
Year Five	\$

**7. OPTION TERM.**

MST shall have the option to extend this contract for the option term commencing January 1, 2019 – December 31, 2022, and a second optional two (2) one year terms, from January 1, 2022 - December 31, 2024. The fees for the option period shall be negotiated and set by mutual agreement. MST shall retain the sole discretion to exercise the option(s) to extend the contract. During any option period MST shall retain the right to cancel the contract pursuant to section 8.



**8. CANCELLATION.**

If CONTRACTOR fails to meet service performance standards as stated in the RFP #20-01, or if CONTRACTOR incurs liquidated damages frequently or excessively or fails to provide generally satisfactory service, MST will notify contractor of the apparent deficiencies. If contractor fails to correct each deficiency within fourteen calendar days of the date required by MST, Contractor will be in default. MST will notify Contractor in writing of default and that this contract shall be cancelled.

Monterey-Salinas Transit reserves the right to terminate this contract within thirty (30) calendar days if the Contractor fails to perform in accordance with the specifications of MST Request for Proposals # 20-01, Contractors Proposal Submittal and this Contract.

**9. 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 also known as (Contractor name, Street address, City, State and Country and zip code. In the case of MST, at 19 Upper Ragsdale Drive Suite 200, Monterey CA 93940-5703, or at any other address which either party may subsequently designate in writing to the other party.

**10. INSURANCE**

**10.1 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.

**01.2 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 subcontractors having no employees) with limits of not less than one million dollars (\$1,000,000) per occurrence.

RFP #20-01 for Security Guard Foot and Mobile Patrol Services

(b) 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 two million dollars (\$2,000,000) 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 two million dollars (\$2,000,000) combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:

**10.3 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.

**11. 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, indemnify and 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.

**12. 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.

**13. 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

**14. TERMINATION:**

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

- 14.1 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.

- 14.2 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.

- 14.3 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.

- 14.4 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

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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.

**15. 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.

**16. 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.

**17. SIGNATURE AUTHORITY:**

(Name of individual) by signing represents that he has the authority to bind (Firm) to the terms and conditions of this contract.

**18. 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.

Signed and authenticated by authorized representatives as follows:

\_\_\_\_\_  
Carl Sedoryk  
General Manager/CEO  
Monterey-Salinas Transit

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

\_\_\_\_\_  
(Name)  
(Title)  
(Company Name)

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