

Request for Proposals

for

INDEPENDENT YEAR END AUDITS



711 Grand Avenue, Suite 110
San Rafael, CA 94901
Tel: (415) 226-0855
www.marintransit.org

Service Requested:	Independent Year End Audits
Contract Type:	Professional Services
Number of Contracts:	1
Duration:	3 Years plus two - 1 year options
Funding Source:	Measure A Transportation Sales Tax
Date Issued:	January 16, 2018
Deadline for Questions Regarding this RFP:	February 5, 2018 - 3:00 PM
Answers to Questions Posted to Website:	February 9, 2018
RFP Responses Due:	Monday, February 26, 2018 - 3:00 PM
Interviews (if necessary):	March 12-13, 2018
Contract Award:	Monday, April 2, 2018

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REQUEST FOR PROPOSALS:
INDEPENDENT YEAR END AUDITS

INTRODUCTION

Marin Transit is seeking a qualified firm, team, or individual (Contractor) complete Marin Transit’s Independent Audit requirements including a Comprehensive Annual Financial Report (CAFR) for fiscal years ending June 30 of 2018, June 30 of 2019, and June 30, 2020 with an option for two (2) one (1) year extensions, provided that changes in the terms and conditions of each one (1) year extension are mutually agreed upon by both parties. These audits are to be performed in accordance with U.S. generally accepted auditing standards and the U.S. Office of Management and Budget (OMB) Circular A-133 *Audits of State and Local Governments and Non-Profit Organizations* and will include a federal single audit.

Proposal Timeline

The schedule below identifies Marin Transit’s best estimate of the procurement timetable:

Task	Date
Request for proposals issued by Marin Transit	January 16, 2018
Deadline for receipt of written questions and requests for addenda	February 5, 2018 - 3:00 PM
Marin Transit responses and/or addenda issued	February 9, 2018
Proposals due – 3:00 p. m. PST	Monday, February 26, 2018 - 3:00 PM
Oral Interviews (if needed)	March 12-13, 2018
Contract award	Monday, 2, 2018

BACKGROUND

Background – Marin Transit

Marin Transit was formed by a vote of the people of Marin County in 1964 and was given the responsibility for providing local transit service within Marin County. Although Marin Transit has responsibility for local transit services, it does not own any facilities and does not employ its own drivers. Instead, Marin Transit contracts with public, private, and nonprofit providers for local bus and paratransit services.

The District’s bus and shuttle services carry over 3.2 million passenger trips each year with a \$30 million annual operating budget. In addition to typical fixed route and paratransit services, Marin Transit operates limited yellow bus service and specialized mobility management programs. The District directly employs 15 staff members and provides a defined contribution retirement program.

Marin Transit’s Finance Department includes a Director of Finance and Capital Programs and two Accounting Analysts. Marin Transit uses Abila fund accounting financial software to record financial transactions, maintain the general ledger, record and track assets, and prepare budget and grant reports. Marin Transit is in a strong stable financial position and uses the County of Marin as the

repository for the District's fund balance and maintains a transactional account with Bank of Marin. Marin Transit is a direct recipient of local sales tax, State Transit Assistance and federal grants.

Marin Transit has received the GFOA Certificate of Achievement of Excellence in Financial Reporting for the past two years, and it is anticipated that Marin Transit will again receive the certificate for the FY2017 CAFR. Past audit and current budget reports are available on Marin Transit's website:

<http://www.marintransit.org/financial.html>.

Marin Transit received the Distinguished Budget presentation Award for the District's FY2017/18 Budget.

SCOPE OF WORK

To meet the requirements of this request for proposals, the audits shall be performed using the most current version of each of the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
- The standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States;
- The provisions of the Single Audit Act as amended;
- The provisions of U. S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations;
- State of California Transportation Development Act (TDA);
- Special District and Transit District Reporting Requirements, as specified by the California State Controller.

Task 1: Independent Audit

The selected proposer will be expected to audit all revenues and expenditures of Marin Transit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller of the United States. The auditor will be required to assist with implementation of Governmental Accounting Standards Board statements as applicable. The audit firm will render their auditors' report on the basic financial statements. The auditor will also prepare: Management's Discussion and Analysis; and a supplemental schedule fully identifying all Marin Transit revenues by source including the original source on pass through funds from Golden Gate Transit.

Task 2: Federal Single Audit

The audit firm will perform a Single Audit on the expenditures of federal grants in accordance with 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance (formerly OMB Circular A-133)* and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of Marin Transit's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule

of Expenditures of Federal Awards in Accordance with 2 CFR 200. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.

The audit firm shall issue a separate “management letter” that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Prior to issuance of the final management letter, the auditor shall deliver a draft copy to Marin Transit for review and management’s responses.

Task 3: Comprehensive Annual Financial Report

The auditor shall complete a Comprehensive Annual Financial Report (CAFR) for submittal to the Government Finance Officers Association Certificate for Achievement of Excellence in Financial Reporting Program:

http://www.gfoa.org/index.php?option=com_content&task=view&id=35&Itemid=58. This report will be completed with assistance from Marin Transit staff. Marin Transit staff will be responsible for compiling the Statistical Section of the report and assisting in the document set-up.

Deliverables for Tasks 1,2 & 3

The auditor shall prepare and submit four (4) copies of the preliminary draft of findings and recommendations, material weaknesses identified as a result of the evaluation in internal control systems, a summary of all instances of noncompliance with federal and state compliance requirements, and an identification of total amounts questioned. The preliminary draft should be submitted no later than October 30 of each year unless otherwise authorized by the General Manager.

Concurrent with submittal of the preliminary draft the auditor shall conduct an exit conference with the General Manager, and other appropriate personnel to review the preliminary draft and discuss findings.

At the conclusion of the CAFR the auditor shall provide:

- One (1) unbound reproducible master of each auditor prepared report
- An electronic file of each auditor prepared report, preferably in Word format
- Fifteen (15) bound copies of each final auditor prepared report

The auditor may be required to attend a minimum of one Board of Directors meeting for the purpose of discussing the audit and its conclusions.

Task 4: National Transit Database (NTD) Independent Auditor Statement for Federal Funding Allocation Data (IAS-FFA)

If required, Auditor will apply the agreed-upon procedures prescribed by the FTA, to the data contained in the Federal Funding Allocation Statistics Form (FFA-10). Such procedures, which were specified by the Federal Transportation Administration (FTA) in the Declarations section of the 2017 Reporting Manual and were agreed to by the District, were applied to assist the specified parties in evaluating whether the District complied with the procedures specified by the FTA and that the information included in the

National Transit Database (NTD) report Federal Funding Allocation Statistics Form (FFA-10) is presented in conformity with the requirements of the Uniform System of Accounts (USOA) and Records and Reporting System; Final Rule, as specified in 49 CFR Part 630, Federal Register, December 2007 and as presented in the 2008 Reporting Manual.

The NTD IAS-FFA services represent agreed-upon procedures under AICPA attestation standards. Exhibit E defines the terms of the NTD IAS-FFA services according to AICPA attestation standards.

PROPOSAL REQUIREMENTS

Proposers must provide three hard copies and one electronic copy to the Marin Transit office. The proposal should not exceed 25 written pages (8-1/2" X 11" pages, minimum font size of 10 pt, printed double sides). Supplemental information such as firm brochures, similar project deliverables, and full resumes can be included within the electronic submittal but do not count toward the 25 page limit.

Proposals must be organized in the following format:

1. **Cover Letter:**

- Maximum of two pages
- Organization details: name, address, and structure (individual, partnership, corporation or joint venture)
- Describe Organization (size, experience, organization, philosophy)
- Organization Contact – name address, email, and telephone number for contact person who will be authorized to make representations for the organization
- Indicate that the proposal represents a firm binding offer for 120 days
- Acknowledge receipt of all addenda by addendum number
- Indicate willingness to accept the terms and conditions in the attached Standard Short Form Contract (Attachment B) or list those to which you take exception, and, as appropriate, provide proposed alternate wording (It is not Marin Transit's intent to make substantial changes to the Standard Short Form Contract.)
- Willingness to accept the FTA Grant Contract Provisions (Attachment C)

2. **Project Understanding:** Proposers shall describe their understanding of Marin Transit and the audit services to be provided by the proposer in response to this RFP.

3. **Relevant Experience:** Provide a brief description of your firm's experience as it relates to auditing public transit agencies. We are especially interested in staff experience with specific state and federal transit funding sources. Please list experience completing federal single audits and TDA audits.

4. **Project Staff & Qualifications:** Provide the qualifications and background of the staff members who will be working on this project. Please include the position of staff at the firm, the years of experience (specify if the experience was with a different firm), experience with public transit audits and educational background.

5. **Project Approach:** Describe your firm's approach to providing the services described in the RFP Scope of Work. The proposal should set forth a work plan and time line, including an explanation of

the audit methodology to be followed, and the services to be performed as required in the Scope of Work of this request for proposals. Proposals should include, but not be limited to, the following:

- Sample Audit schedule
 - Description of how your firm collects and organizes data (this may include sample year end request, discussion of what work your firm performs on site versus remotely, and description of audit software or tools)
 - Approach to be taken to gain and document an understanding of the agency's internal control structure
 - Approach to be taken in determining the laws and regulations that will be subject to audit test work
6. **References:** Provide at least three references (names, current phone numbers, and email addresses) from recent clients.
 7. **Required Forms:** Complete and include all of the forms includes in Appendix C (FTA Certification Forms and California Levine Act Form)
 8. **Project Cost:** Using the form provided in Attachment A submit a cost proposal for the requested services. Include

PRE-PROPOSAL MEETING AND QUESTIONS

There will not be a pre-proposal meeting for this RFP. Questions pertaining to this RFP, the Scope of Services, or the proposal should be directed in writing to:

Lauren Gradia
Director of Finance
lgradia@marintransit.org

Questions must be submitted by February 5, 2018. Questions and answers received during the open question and answer time will posted as an Addendum to the RFP on February 9, 2018 on Marin Transit's website at <http://www.marintransit.org/purchasing.html>. It is the responsibility of the Proposer to visit Marin Transit's website to obtain the question and answer information as well as any other updates to the RFP. Receipt of the Addendum must be acknowledged in the proposal cover letter.

Marin Transit is not bound by any oral interpretations, clarifications, or changes made to this RFP by any Marin Transit representative. Any clarification or change to the RFP must be provided in writing pursuant to this Section.

PROPOSAL SUBMITTAL PROCEDURE

The proposal shall be submitted in accordance with the following requirements:

1. The proposal shall be transmitted with a cover letter as described above.

2. The proposal shall be mailed or delivered to:

Marin Transit
 711 Grand Ave, Suite 110
 San Rafael, CA 94901
 Attention: Independent Audit RFP

3. The proposal must be received at the above address no later than 3:00pm on February 26, 2018. Late proposals will not be accepted.

PROPOSAL EVALUATION AND AWARD PROCEDURE

Marin Transit will review all proposals to determine which firm/consultants have qualified for consideration. Interviews may be conducted with selected proposers. Marin Transit reserves the right to include information received in the interviews in the evaluation process. This is a most cost-effective procurement and Marin Transit reserves the right to award to a proposing firm other than that of the lowest price proposal.

The following criteria will be considered in the selection of the contractor firm/team (relative weights as shown):

Criteria	Points
Assigned staff’s experience with public transit audits	10
Firm experience with public transit audits	10
Firm and assigned staff’s experience with Single Audits	10
Firm and staff’s Experience with other relevant funding sources	10
Project Approach	20
References	20
Cost	20
Total	100

Once the firm/consultant has been determined, Marin Transit will start contract negotiations with that proposer. If contract negotiations are not successful, the remaining firms/consultants may be asked to negotiate a contract. The Marin Transit Board of Directors is required to approve the negotiated contract, although work may be initiated with a Notice to Proceed.

ATTACHMENT A: COST PROPOSAL

Proposers are required to submit a fee for all services outlined in the Scope of Services. The proposal shall include a breakdown of the estimated time and rate by member of the audit team (Sample Table 1). The cost of each year’s engagement should be listed separately on a “not to exceed” basis (Sample Table 2). The fee proposal shall include costs for option years or propose a method for calculating costs for the option years (e.g., increase by CPI). Additionally, the portion of each year’s audit costs associated with performance of the MTD IAS-FF must be identified separately. These fees will only be

included if Marin Transit requires this service. All expense reimbursements will be charged against the total all-inclusive maximum price submitted in this proposal. Fee proposal should also include an hourly rate to provide additionally services over and above those requested in this RFP.

Sample Table 1 : Contractor Hourly Rate Schedule

Classification	Hourly Rates				
	FY18	FY19	FY20	FY21	FY22
<i>Fill in Position Title (ie Director, Manager, Analyst)</i>					

Sample Table 2: Format for Not to Exceed Amounts by Audit Component

Fiscal Year & Audit Year	Contract Maximum ¹	General Audit	Single Audit (base and per program area) ²	CAFR Prep	NTD IAS-FF (If needed) ³
FY2017/18	(A+B+{3C}+D+E)	A	B- base price & C – price per program area	D	E
FY2018/19					
FY2019/20					
Option Year Pricing					
FY2020/21					
FY2021/22					
Notes:					
1) Maximum Contract the addition of the project components					
2) Single Audit pricing can be based on the number of major programs by including a base price (B) and a price per program (C); in the maximum contract price, assume that there are three program areas (3 * C)					
3) The NTD work will only be done (and paid for) if required by FTA for the audit year					

ATTACHMENT B: STANDARD SHORT FROM CONTRACT

Contract Log #

**MARIN COUNTY TRANSIT DISTRICT
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and _____, hereinafter referred to as "Contractor. "

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following service: _____ ; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by District, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The District agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide District with his/her/its Federal Tax I. D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$ _____ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on _____, and shall terminate on _____. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The District shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000. 00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to the District prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless District specifically consents to a "claims made" basis. The insurer shall supply District adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the District immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, District may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the Marin County Transit District based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and Marin County Transit District as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the District evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the District.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit District to audit all books, accounts or records

relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at District's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the Marin County Transit District as a work for hire. The Marin County Transit District shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the Marin County Transit District.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the District may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The District's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Transit District Board of Directors, the State of California or other third party. Should the funds not be appropriated District may terminate this Contract with respect to those payments for which such funds are not appropriated. District will give Contractor thirty (30) days' written notice of such termination. All obligations of District to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Transit District Board of Directors, the State of California or other third party, District's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, District may reduce the Maximum Cost to District identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the District. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to District, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, District will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any Federal Transit Administration grant funds, Exhibit D must be attached. Exhibit D provides all Federal Transit Administration Contract Provisions relevant to this Contract.
4. For Contracts involving any State or Federal grant funds, Exhibit E must be attached. Exhibit E shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit E - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by District.
- The Contractor shall provide immediate written notice to District if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or Contractors are excluded, disqualified or ineligible for the award of Contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - re not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180. 800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - 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 offenses listed in 2 CFR 180. 800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on District’s behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to District at the following location:

Contract Manager: _____

Dept. /Location: _____

Telephone No. : _____

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No. : _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

**CONTRACTOR’S
INITIALS**

<u>EXHIBIT A.</u>	<input type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input type="checkbox"/> Federal Transit Administration Contract Provisions	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Contractor’s Debarment Certification	
<u>EXHIBIT F.</u>	<input type="checkbox"/> Subcontractor’s Debarment Certification	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR

By: _____

Name: _____

Title: _____

APPROVED BY

MARIN COUNTY TRANSIT DISTRICT:

By: _____



COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: _____ Date:

EXHIBIT "A"
to Short Form Contract

SCOPE OF SERVICES (required)

EXHIBIT "B"
to Short Form Contract

FEES AND PAYMENT SCHEDULE (required)

DISTRICT shall pay CONTRACTOR as follows:

- (1) BASE CONTRACT FEE. DISTRICT shall pay CONTRACTOR a Contract fee of \$_____ per month not to exceed \$_____ during the term of the Contract. CONTRACTOR shall submit requests for payment via invoice net 30 days following provision of services.

- (2) MILEAGE. DISTRICT shall not pay CONTRACTOR for travel by private, leased or hired vehicles as required by this Contract.

- (3) TRAVEL COSTS. DISTRICT shall not pay CONTRACTOR for meals, lodging, or other travel costs not included in this Contract. All costs above base Contract fee (the not to exceed limit) are capped at \$_____.]

- (4) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for DISTRICT. Payment for additional services shall be made to CONTRACTOR by DISTRICT if, and only if, this Contract is amended by both parties in advance of performing additional services.

- (5) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is \$_____. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$_____.

EXHIBIT "C"
to Short Form Contract

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: _____

CONTRACT TITLE: _____

Contractor's professional liability insurance may be provided, in part, by self-insurance or large deductible as long as Contractor provides: (1) evidence to the District that Contractor has segregated amounts in a special insurance reserve fund meeting the Contract's insurance requirements and restricted specifically to this project or (2) Contractor's general insurance reserves are adequate to provide the necessary coverage and the Marin County Transit District may conclusively rely thereon.

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box

if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Contract Manager Signature:

Date:

ATTACHMENT C: FTA GRANT CONTRACT PROVISIONS

The FTA Grant Contract Provisions set forth herein shall be incorporated into and become part of the contemplated contract documents executed in connection with an award of this contract to the CONTRACTOR. In case of any conflict or discrepancy, the FTA Grant Contract Provisions set forth herein shall prevail over all other terms and conditions contained in the RFP, the contents of the successful proposal and/or the Professional Services Agreement.

No Obligation by the Federal Government

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

Access to Records

The following access to records requirements apply to this Contract:

- 1) Where the Purchaser is not a State but a local government and is the FTA Marin Transit or a subgrantee of the FTA Marin Transit in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 2) Where the Purchaser is a State and is the FTA Marin Transit or a subgrantee of the FTA Marin Transit in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Marin Transit or a subgrantee of the FTA Marin Transit in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4) Where any Purchaser which is the FTA Marin Transit or a subgrantee of the FTA Marin Transit in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized

representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

- 7) FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

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

Termination

- 1) Termination for Convenience

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

- 2) Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Marin Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Marin Transit that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Marin Transit after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- 3) Opportunity to Cure

Marin Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to 15 Days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Marin Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Marin Transit setting forth the nature of said breach or default, Marin Transit 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 Marin Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4) Waiver of Remedies for any Breach

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

5) Termination for Convenience (Professional or Transit Service Contracts)

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

6) Termination for Default (Supplies and Service)

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

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

7) Termination for Convenience of Default (Cost-Type Contracts)

Marin Transit may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of Marin Transit or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Marin Transit, or property supplied to the Contractor by

Marin Transit. If the termination is for default, Marin Transit may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Marin Transit and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Marin Transit, the 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, Marin Transit determines that the 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 the contractor, Marin Transit, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights

The following requirements apply to the underlying contract:

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

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

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

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

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

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

Disadvantaged Business Enterprises

(1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2.9%. A separate contract goal has not been established for this RFP.

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

(3) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(4) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Marin Transit. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Marin Transit and contractor's receipt of the partial retainage payment related to the subcontractor's work.

(5) The contractor must promptly notify Marin Transit whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Marin Transit.

(6) Marin Transit encourages prime contractors to use financial institutions owned and controlled by socially and economically disadvantaged individuals. If available, institutions located in Marin County are preferred.

(7) Marin Transit is a participant in the California Unified Certification Program (CUCP), which follows U.S. DOT directives and guidance concerning certification matters. The CUCP makes all DBE certification decisions on behalf of U.S. DOT Marin Transits in the state. Marin Transit relies upon the CUCP for the certification of DBE firms and ensures that only firms certified as eligible DBEs participate in the Program. The DBE Database is a consolidated and automated directory that identifies firms that have been certified as DBEs by the CUCP. This database is available at Caltrans' website, www.dot.ca.gov/hq/bep/find_certified.htm. The DBE Database shall not in any way prequalify the identified DBE firms with respect to licensing, bondability, competence, or financial responsibility.

(8) A DBE is a for-profit, small business concern; 1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. With respect to firms participating as DBEs in U.S. DOT assisted contracts, a small business concern is an existing small business, as defined by Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121), whose average annual gross receipts for the previous three (3) years does not exceed \$22.41million (or as adjusted for inflation by the Secretary of U.S. DOT) pursuant to 49 CFR § 26.65(b).

(9) Marin Transit shall monitor and track the actual DBE participation through contractor and subcontractor reports of payments. The District's Civil Rights Officer will maintain a running tally of payments actually made to DBE firms and may require prime contractors and DBE subcontractors and suppliers to provide appropriate documentation to verify such payments. Marin Transit will monitor actual DBE participation and will include a written certification that Marin Transit has reviewed contracting records and monitored work sites in California for this purpose. DBE participation will be counted in accordance with the federal regulations. Credit toward overall or contract goals, if applicable, will only be given upon satisfactory evidence that payments were actually made to DBEs.

(10) The contractor shall maintain records of all DBE participation in the performance of the contract, including subcontracts entered into with certified DBEs and all materials purchased from certified DBEs. It is the contractor's responsibility to maintain records and documents for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of Marin Transit or U.S. DOT. This reporting requirement is also extended to any certified DBE subcontractor. Marin Transit will maintain a running tally of payments actually made to DBE firms and may require prime contractors and DBE subcontractors and suppliers to provide appropriate documentation to verify such payments. Credit toward overall or contract goals will only be given upon satisfactory evidence that payments were actually made to DBEs. Marin Transit may perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the report of proposed DBE participation.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal and signing the certification form included in this document, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Marin Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Marin Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Breaches and Dispute Resolution

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

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

Performance During Dispute - Unless otherwise directed by Marin Transit, 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 therefor shall be made in writing to such other party within a reasonable time 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 Marin Transit and the 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 State in which Marin Transit is located.

Rights and Remedies - The 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 Marin Transit, (Architect) 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.

Lobbying

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts. Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995. Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air Requirements

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

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

Clean Water Requirements

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

ATTACHMENT D: FTA AND STATE CERTIFICATION FORMS

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Subcontractor's Listing Form
- Schedule of DBE
- Lobbying Certification
- California Levine Act

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Pursuant to 49 CFR Part 29, Appendix B)

- A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.
1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 2. The Proposer shall provide immediate written notice to MARIN TRANSIT if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact MARIN TRANSIT for assistance in obtaining a copy of those regulations.
 4. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
 5. The Proposer further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

1. The Proposer certifies, by submission of this bid or 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.

2. If Proposer is unable to certify to the statements in this certification, Proposer shall attach an explanation to this proposal.

Date: _____

Name of Proposer: _____

Signature: _____

Print Name/Title: _____

SUBCONTRACTORS' LISTING FORM

This form is in compliance with Sections 4100 – 4113, inclusive, of the California Public Contracts Code. Each Bidder shall list all subcontractors that will perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Attach additional copies of this form, if necessary.

SUBCONTRACTOR		ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT	DESCRIPTION OF WORK	DBE OWNED BUSINESS
Name				
Address				
Phone				
Fax				
Email				
Name				
Address				
Phone				
Fax				
Email				
Name				
Address				
Phone				
Fax				
Email				

NAME OF FIRM: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE OF PERSON SIGNING: _____

DATE: _____

SCHEDULE OF DBE

Name of Prime Contractor

Name of DBE	Street Address	City, State, Zip	Type of Work	Start/End Dates	Agreed Price

The undersigned will enter into a formal agreement with Disadvantaged Contractors for work listed in this schedule conditioned upon the execution of a contract Marin Transit.

Name of Prime Contractor *(signature)*

Date

Lobbying Certification

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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 an 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

California Government Code § 84308

California Levine Act Statement

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a Contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the Contract award, and for three months following the final decision, from the person or company awarded the Contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

Marin Transit’s Board of Directors Include:

- Damon Connolly
- Katie Rice
- Kathrin Sears
- Judy Arnold
- Denis Rodoni
- Stephanie Moulton-Peters
- Kate Colin
- Eric Lucan (alt)

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Marin Transit Board Member in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the director:

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Marin Transit director in the three months following the award of the Contract?

___ YES ___ NO

If yes, please identify the director:

Answering yes to either of the two questions above does not preclude Marin Transit from awarding a Contract to your firm. It does, however, preclude the identified director(s) from participating in the Contract award process for this Contract.

_____ date

_____ (signature of authorized official)

_____ (type or write appropriate name, title)

_____ (type or write name of company)

