



711 grand ave, #110  
san rafael, ca 94901

ph: 415.226.0855  
fax: 415.226.0856  
[marintransit.org](http://marintransit.org)



October 7, 2019

Honorable Board of Directors  
Marin County Transit District  
3501 Civic Center Drive  
San Rafael, CA 94903

**SUBJECT: Agreement with GMV Syncromatics for Real-Time Information Signs and Content Management System**

Dear Board Members:

**board of directors**

damon connolly  
president  
supervisor district 1

dennis rodoni  
vice president  
supervisor district 4

kate colin  
2nd vice president  
city of san rafael

judy arnold  
director  
supervisor district 5

stephanie moulton-peters  
director  
city of mill valley

katie rice  
director  
supervisor district 2

kathrin sears  
director  
supervisor district 3

eric lucan  
alternate  
city of novato

**RECOMMENDATION:** Authorize General Manager to execute an agreement with Syncromatics, Inc to purchase and install Real Time Information Bus Stop Signs and for associated content management system over a five-year period and approve initial sign purchase for an amount not to exceed \$210,000.

**SUMMARY:** Staff recommends that your Board authorize the General Manager to enter into an agreement with GMV Syncromatics (Syncromatics) to provide and install real time information signs at bus stops throughout Marin County and authorize the initial purchase of 20-25 signs to be placed in Novato and San Rafael.

On May 7, 2019, Marin Transit issued a joint Request for Proposals (RFP) on behalf of Marin Transit, Petaluma Transit, and Santa Rosa CityBus for real time information signs and a content management system. Project proposals were due July 1, 2019.

At a minimum, the joint RFP requested real time information signs that can read and display real time transit data for customers from the regional 511 data feed. This ensures the signs have the capacity to display real-time information from multiple operators that serve the same transit stop. In Marin County, real-time signs placed at bus stops served by Golden Gate Transit and Marin Transit will be able to display real-time information from both agencies. The RFP requested pricing for a variety of sign types including LCD, LED, and e-ink displays, with options for both solar and grid power connections.

Staff from Marin Transit, Petaluma Transit, and Santa Rosa CityBus reviewed proposals from two qualified bidders and issued a request for additional information due on August 2, 2019. Staff from the three agencies subsequently evaluated the bids based on the criteria specified in the RFP including cost. The qualified bidders were Syncromatics and Connectpoint. The evaluation panel determined that the proposal from Syncromatics best meets the

needs specified in the RFP and provides a variety of sign type options. While the three purchasing agencies issued a joint RFP, they will develop separate contracts with Syncromatics.

If approved by your Board, Marin Transit will initially purchase 20-25 real-time signs and will have the ability to purchase additional signs at fixed prices as described in the attached contract. The maximum number of real time information signs that can be purchased by the three agencies combined is 195. The term of the contract is five years. Future Marin Transit purchases under this contract will be brought before your Board for approval.

An initial list of locations for Real Time Signs is included as Attachment A. The stops are in the Canal neighborhood and in Novato at stops with existing shelters. This list was developed by prioritizing medium to high ridership stops at stops where Lifeline Funds are eligible. Staff's desire is to mount the signs on the shelters in an effort to ease installation and reduce the need for additional street infrastructure.

**FISCAL IMPACT:**

This project is included in the Capital Budget for FY 2019/20 under the project Real-Time Signs (RT). The initial purchase of 20-25 signs will not exceed the budgeted amount of \$210,000. Marin Transit was awarded a Federal Lifeline Grant for real time information signs in the Canal neighborhood in San Rafael and in Novato that will fund 82 percent of the total cost. Measure A transit capital funds will provide the local match. The District will need to secure additional funding to purchase more real-time signs in the future.

Respectfully submitted,



Anna Penoyar  
Senior Capital Analyst

Attachment A – List of Initial Sign Locations  
Attachment B – Contract

**Attachment A –List of Potential Initial Sign Locations**

List may be changed based on site and feasibility evaluations to be conducted by the contractor.

Stop ID	Stop Location	Jurisdiction	Preferred Sign Type
40449	Medway Rd/E Francisco Blvd	San Rafael	Solar LED
40452	Canal St/Medway Rd	San Rafael	Solar LED
40467	Bellam Blvd/E Francisco Blvd	San Rafael	Solar LED
40446	Kerner Blvd/Canal St	San Rafael	Solar LED
40455	Medway Rd/Mill St	San Rafael	Solar LED
40457	Canal St/Novato St.	San Rafael	Solar LED
40459	Canal St./Sonoma St	San Rafael	Solar LED
40461	Kerner Blvd/Bahia Way	San Rafael	Solar LED
40463	Kerner Blvd/Larkspur St	San Rafael	Solar LED
40673	San Marin Dr/San Carlos Way	San Marin	Solar LED
40706	S Novato Blvd/Arthur St	Novato	Solar LED
40746	Ignacio Blvd Bus Pad NB	Ignacio	Solar LED
40771	Nave Dr/Bolling Dr	Ignacio	Solar LED
40772	Nave Dr/Bolling Dr	Ignacio	Solar LED
40779	Rowland Blvd Bus Pad SB	Novato	Solar LED
42114	Enfrente Rd/Salvatore Dr	Ignacio	Solar LED
Additional Locations TBD			

**MARIN COUNTY TRANSIT DISTRICT  
PROFESSIONAL SERVICES CONTRACT**



THIS CONTRACT is made and entered into this \_\_\_\_ day of October, 2019, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and GMV Syncromatics, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, District desires to retain a person or firm to provide the following service: furnish, install and provide content management for Real Time Information Signs; 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 **\$ 2,113,247** 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 October 7, 2019, and shall terminate on October 6, 2024. 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](http://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 checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input checked="" type="checkbox"/> Federal Transit Administration Contract Provisions	



**EXHIBIT E.**

<input checked="" type="checkbox"/>	Contractor's Debarment Certification	
<input checked="" type="checkbox"/>	Subcontractor's Debarment Certification	

**EXHIBIT F.**

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"

The Scope of Services describes general requirements, legal requirements, and technical requirements that the Contractor must adhere to in the delivery of the Project. This Scope of Services also describes the on-going Maintenance and Warranty activities the Contractor will be expected to perform to support the deployed signs.

### **Sign Type and Quantity**

---

Unit prices are requested for a digital signage that can, at a minimum, consume real time transit data from the regional 511 API and broadcast this information for riders. The regional 511 system includes all bay area transit agency's real-time data and allows for multiple transit agencies to invest in a uniform product. More information of the 511 real-time transit data API can be found at: <http://www.transit.511.org/developers/list/resources/>. It is also desired to have signage programable to read directly from each agency's real-time data feed, but this is not a requirement.

This RFP is requesting a variety of sign types including LCD, LED, and e-Ink displays. Powering options should include both solar and grid power and signs should be able to mount to either within a shelter, within a protective enclosure, or on a pole. The sign pricing sheet in **Attachment B** should be completed as part of the submittal. Please note that not all sign types or power options are required to submit. Bidders can submit for any combination of available sign types. The contractor shall be responsible for purchasing, maintaining all equipment required for any required development and testing of the Real Time Signs.

### **Hardware Requirements**

---

The Contractor shall provide and support all hardware associated with the operation of the system. All hardware and equipment that is purchased through this contract from the Contractor for Project, excluding consumable material (material that needs continuous replenishment), shall be certified to have a five-year minimum service life to withstand all weather-related elements, with ten-year service life being preferred.

All equipment, supplies and materials furnished under the Agreement shall also be new, field proven and meet or exceed applicable ISO, IEEE and ANSI standards. Where to the extent possible, Contractor shall source commercially-available, off-the-shelf components that are easily accessible, modular, and easily removable to facilitate ease in maintaining and/or replacing the equipment.

Materials and products that have been previously used for development work, purchased systems or items that have been salvaged or rebuilt shall not be permitted to be used in connection with the Agreement or Project without the prior written approval by Marin Transit.

All equipment provided by the Contractor shall be multi-sourced and readily available to Marin Transit. Proof of purchase in the form of dated invoice and shipping waybills should be retained and furnished to Marin Transit upon request.

## Digital Sign Hardware

Digital sign hardware should provide options for various power sources including standalone solar power and grid power (when available). Hardware must demonstrate ability to provide three (3) days of battery backup power in the event of low solar energy generation. Signs must provide for ADA compliant text-to-speech annunciation of arrival predictions and customer messages. Signs should be resistant to vandalism and weather (Waterproof IP68).

## Hardware Updates

The Contractor shall warrant its devices installed for Project free from defects and for workmanship, for the duration of the Agreement. At minimum, all equipment, hardware and software shall be rated for five (5) year minimum service life, with a preference for ten (10) year service life. If the Contractor develops new features not included in the original Bill of Materials for Project that is deemed desirable, the Contractor shall provide an option to purchase the added functionality. If Contractor must upgrade its devices to ensure the continued and proper operation of the System as configured for Project, Contractor will assume all costs related to said hardware upgrade at no additional cost.

## Content Management System (CMS)

---

It is desired to have a web-based, back end content management system (CMS) that allows the City/transit agency to manage the content displayed on the signs. The following outlines the desired requirements for this CMS.

- CMS shall be compatible with a variety of digital sign types, including: LED pixel matrix, LCD multimedia screens, and e-ink displays to enable future expansion of the digital signage network
- CMS shall be hardware agnostic and provide for management of signage hardware included in this procurement or procured independently by Marin Transit (proposer to describe capabilities and constraints of this approach)
- CMS shall be able to process arrival predictions and real-time information as outlined in this procurement and from other third-party transit operators and other mobility services for display on digital signs (proposer to describe capabilities and constraints of this approach)
- CMS shall allow for publishing of service alerts and other customer messages
  - Remote monitoring of sign hardware health
  - (If hardware retrofits / upgrades are needed, please describe)
- CMS shall allow for remote editing of signage content/layout and enable remote publishing of service alerts to digital signs as well as other communication channels. Additional functionality not required includes the ability to integrate and push these alerts to agency's website, GTFS-RT service alerts, on-board ADA announcements, and social media.

## Project Deployment

---

The contractor shall include a reasonable allotment of hours for the labor that will be required to take measurements and perform low-level site engineering for each candidate site. Each site should be evaluated in the following;

- What is the desired site type? (Agency desired, confirmed by contractor)

- Is solar power applicable? (Yes/No)
- What additions/modifications are needed to support installation of the identified sign?

**Sign Installation (Optional Task)**

Upon direction from the ordering agency, the Contractor shall proceed to install one or more Real Time Signs at each of the selected sites and complete all necessary power and communications connections testing, and certifications to render the displays fully operational. If the Displays are to be installed in the public rights-of-way the Contractor shall apply for and obtain encroachment permits from the appropriate jurisdiction.

**EXHIBIT "B"**

**FEES AND PAYMENT SCHEDULE (required)**

DISTRICT shall pay CONTRACTOR as follows:

- (1) **CONTRACT RATES.** DISTRICT shall pay CONTRACTOR based on the rate table below and billed in quarter hours. 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 5 years. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$2,113,247.

Category	Assembly Name	(A) Capital Price per Unit (pre-tax)	(T) Capital Price per Unit (incl Sales Tax)	(B) Installation Price Per unit	Equipment + Installation Price per Unit (incl Tax) (T+B)	Annual Fee Per Unit (incl. cellular costs)	Volume Discount / Notes (discount applied to capital unit price of all units based on total qty)
<b>Project Level Costs</b>							
	Fixed Project Level Planning and Coordination	15,000	15,000	-	15,000	-	-
	Site Specific Planning and Coordination (per site)	1,100	1,100	-	1,100	-	-
	Training	4,500	4,500	-	4,500	-	-
<b>Digital Signs</b>							
<b>LED Signs</b>							
	WaySign LED - Solar Power (ADA Audio included)	6,059	6,604	378	6,982	685	Qty 100 - 5% discount
	WaySign LED - Grid Power (ADA Audio included)	5,048	5,503	378	5,881	685	
	B-Line LED Sign (Sunrise) - Grid Power	10,252	11,215	3,024	14,242	685	
	2-Line LED Sign (Sunrise) - Grid Power	7,430	8,121	1,512	9,633	685	
	Option - Add Text to Speech to Sunrise LED Sign	2,175	2,371	378	2,749	-	
<b>LCD DISPLAYS (Grid Power Only)</b>							
	32" LCD - Exterior	4,790	5,221	1,134	6,355	685	cellular data not included. Recommend agency contract directly for better deal on unlimited plan if multimedia content is desired.
	43" LCD - Exterior	8,117	8,848	1,512	10,360	685	
	55" LCD - Exterior	10,289	11,215	1,512	12,727	685	
	65" LCD - Interior Only	4,020	4,382	756	5,138	685	
	Option - Add Text to Speech to LCD Sign	2,175	2,371	378	2,749	-	
<b>E-INK DISPLAYS</b>							
	13" E-ink Display - Solar Power (ADA Audio included)	5,813	6,336	756	7,092	685	
	13" E-ink Display - Grid Power (ADA Audio included)	4,710	5,134	378	5,512	685	
<b>MISCELLANEOUS</b>							
	Add Media Player Only to Existing LCD Screen	1,250	1,363	378	1,741	685	
	New Modem, Firmware on Legacy Marin LED Signs	1,045	1,115	378	1,493	685	
<b>Additional Services</b>							
	Design and Engineering Approvals for Each Unique Custom Mounting Bracket Type	7,500	7,500		7,500		
	Per Unit Cost for Each Custom Mounting Bracket (production)	650	650		650		

**EXHIBIT "C"**

**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>
<b>General Liability Insurance</b>	<input type="checkbox"/>	\$	
<b>Automobile Liability Insurance</b>	<input type="checkbox"/>	\$	
<b>Workers' Compensation Insurance</b>	<input type="checkbox"/>		
<b>Professional Liability Deductible</b>	<input type="checkbox"/>	\$	

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


Contract Manager Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

## Exhibit "D"

### 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.

#### 1. No Federal Government Obligations to Third Parties

As a Federal Transit Administration (FTA) grantee, the Berks Area Regional Transportation Authority (BARTA), a Municipal Authority of the Commonwealth of Pennsylvania and County of Berks, is required to inform the Contractor of the following information: The federal government shall not be subject to any obligations or liabilities to any third-party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.

#### 2. Program Fraud and False or Fraudulent Statements and Related Acts

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.

#### 3. Access to Records and Reports

The following access to records requirements apply to this Contract:

**Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.



**Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

**Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

#### 4. 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 <http://www.fta.dot.gov/documents/20-Master.pdf> 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.

#### 5. Civil Rights Laws and Regulations

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

**Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

**Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

**Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**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 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.

## **6. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most recent circular on third party contracting entitled Circular 4220.1F, at

[http://www.fta.dot.gov/documents/CIRCULAR\\_4220.1F\\_\(Document\).docx](http://www.fta.dot.gov/documents/CIRCULAR_4220.1F_(Document).docx), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

## 7. Energy Conservation Requirements

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

## 8. Termination

**Termination for Convenience (General Provision).** 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 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.

**Termination for Default [Breach or Cause] (General Provision).** 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.

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

If Contractor fails to remedy to 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.

**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.

**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.

**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.

**Termination for Default (Construction).** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, 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. In this event, Marin Transit 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. The Contractor and its sureties shall be liable for any damage to Marin Transit resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Marin Transit in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Marin Transit, acts of another Contractor in the performance of

a contract with the Marin Transit, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The Contractor, within [10] days from the beginning of any delay, notifies Marin Transit in writing of the causes of delay. If in the judgment of Marin Transit, the delay is excusable, the time for completing the work shall be extended. The judgment of Marin Transit shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Marin Transit.

**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, 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.

## 9. Government-Wide Debarment and Suspension

**Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to

participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, 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 by Marin Transit 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

#### **10. Buy America Requirements**

Clause applies to Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000). The \$100,000 threshold applies only to the grantee contract. Subcontracts under that amount are subject to Buy America. 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 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, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA Marin Transit the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

#### **Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**11. Violation and Breach of Contract**

**Rights and Remedies of Marin Transit.** Marin Transit shall have the following rights in the event that Marin Transit deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

**For purposes of this Contract, Marin Transit shall define breach in the Contract terms.**

**Rights and Remedies of Contractor.** Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Marin Transit, the Contractor expressly agrees that no default, act or omission of Marin Transit shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Marin Transit directs Contractor to do so) or to suspend or abandon performance.

**Remedies.** Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Marin Transit will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as

provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Marin Transit takes action contemplated herein, Marin Transit will provide the Contractor with sixty (60) days written notice that Marin Transit considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

**Disputes.** Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Marin Transit's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: Marin Transit and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Marin Transit and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Marin Transit's direction or decisions made thereof.

**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 its employees, agents or others for whose acts it 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.



**12. Lobbying Restrictions.**

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. The undersigned 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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 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.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

### **13. Clean Air Act and Federal Water Pollution Control Act**

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

### **14. 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.

### **15. Cargo Preference Requirements**

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 are available at fair and reasonable rates for United States-Flag commercial 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 leading 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, DC 20590 and to the FTA Marin Transit (*through the contractor in the case of a subcontractor's 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.*

### **16. Recycled Products**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

### **17. Disadvantaged Business Enterprise (DBE)**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). The contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent. Unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of Marin Transit and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of Marin Transit to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Marin Transit shall make all determinations with regard to whether or not a Bidder/Offeror is in

compliance with the requirements stated herein. In assessing compliance, Marin Transit may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with Marin Transit.

**Contract Assurance.** The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Marin Transit deems appropriate.

**DBE Participation.** For the purpose of this Contract, Marin Transit will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the *[certifying agency or the Unified Certification Program (UCP)]*; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by Marin Transit.

**DBE Participation Goal.** The DBE participation goal for this Contract is set at 6%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 6% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

**Proposed Submission.** Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the

Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by Marin Transit.

3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

**Good Faith Efforts.** If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), Marin Transit will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that Marin Transit will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with Marin Transit's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, Marin Transit generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

**Administrative Reconsideration.** Within five (5) business days of being informed by Marin Transit that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to Marin Transit's Director of Policy and Legislative Programs. The Director of Policy and Legislative Programs will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. Marin Transit will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

**Termination of DBE Subcontractor.** The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without Marin Transit's prior written consent. Marin Transit may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify Marin Transit in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

**Continued Compliance.** Marin Transit shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to Marin Transit that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;

- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to Marin Transit. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

1. Marin Transit to have access to necessary records to examine information as Marin Transit deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
2. The authorized representative(s) of Marin Transit, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
3. All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

**Sanctions for Violations.** If at any time Marin Transit has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Marin Transit may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
2. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

**Exhibit "E"**

**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: \_\_\_\_\_

**Exhibit "F"**

**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

## Appendix D: California Levine Act Statement

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
Dennis Rodoni
Judy Arnold
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)