

Request for Proposals

For

BUS STOP REAL TIME SIGNAGE and CONTENT MANAGEMENT SYSTEM



MARIN COUNTY TRANSIT DISTRICT
711 Grand Ave, Ste. 110
San Rafael, CA 94901
Tel: (415) 226-0855
www.marintransit.org

Service Requested:	Real Time Signage to be deployed at Bus Stops and Content Management
Contract Type:	Professional Services
Number of Contracts:	1
Duration:	5 years
Funding Source:	Lifeline, Federal
Date Issued:	Friday, May 17, 2019
Deadline for Questions Regarding this RFP:	Wednesday, May 29 – 3:00 PM PST
Proposals Due:	Wednesday, June 12, 2018 – 3:00 PM PST
Contract Award:	Monday, July 1, 2019

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I. Introduction

Marin County Transit District (Marin Transit) is leading a joint procurement with other North Bay transit operators requesting proposals from qualified vendors to furnish and install a commercial, off-the-shelf Real Time Information Sign solution for use at public bus stops. This solution will include a web-based content management system that is hardware agnostic and will allow a variety of sign types to be integrated as part of a system of signage. The deployment may be phased with an initial purchase of 25 signs and the options to purchase up to 80 additional signs. This procurement is requesting management of all activities including installation and ongoing maintenance warranties for all products delivered under this Request for Proposals (RFP).

This RFP describes the project, required scope of services, contractor selection process, and the minimum requirements for proposal submittal.

II. Proposal Timeline

Task	Date
Release of RFP	Friday, May 17, 2019
Deadline for Questions Regarding this RFP:	Wednesday, May 29 – 3:00 PM PDT
Marin Transit responses and/or addenda issued	Monday, June 3, 2019
Proposals Due:	Monday, June 12, 2019 – 3:00 PM PDT
Interviews (if necessary):	TBD
Contract Award:	Monday, July 1, 2019

III. Agency Information

a. Marin Transit – Lead Agency

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.

Scheduled Marin Transit services encompass all bus routes that begin and end within Marin County. Services are organized by program area. The five programs are:

- Traditional local fixed route service operated in high capacity transit vehicles on major travel corridors
- Community shuttle service operated in smaller vehicles and tailored to serve lower density neighborhoods
- Supplemental transit service for middle and high school students

- Rural fixed route service providing a link between rural west Marin County and the major activity centers in the County
- Muir Woods Shuttle – a seasonal service operated in partnership with the National Park Service to relieve congestion around the Muir Woods National Monument

Marin Transit also provides demand response paratransit services for those eligible under the Americans with Disabilities Act (ADA). In addition to traditional paratransit services, Marin Transit provides a number of specialized services for the senior and disabled community through its Marin Access programs. These include a subsidized taxi program (Catch-A-Ride), multiple volunteer driver programs, and travel training.

In Fiscal Year 2015/16 Marin Transit initiated a yellow school bus program in the Ross Valley School District. For the 2016/17 school year, Marin Transit has also been providing operational support for school bus programs in two additional school districts.

Marin Transit serves 583 stops in the county and many of those stops are shared with Golden Gate Transit who provides regional service to Santa Rosa and San Francisco as well as local service under contract with Marin Transit. Both agencies have Automatic Vehicle Location (AVL) installed on their vehicles. Marin Transit holds a contract with Syncromatics for real time information and Golden Gate Transit uses software provided by INIT through the district's Advanced Communications and Information System (ACIS) for real time information. Both agencies send their real time information to 511 SF Bay, the regional web source for up to the minute transit information. Real time information can be found at that site for both agencies and recently Real Time signs have been deployed at major transit transfer stops that read information from the regional 511 source.

Marin Transit implemented the Syncromatics system in 2011. This original deployment included 11 vehicles and seven real-time transit signs. Since that time, the system has been expanded to nearly 75 vehicles and an additional five signs have been added. Expansion of the signage portion of the system has been limited due to the desire to invest in a sign that can broadcast information from multiple transit data streams or a consolidated feed such as the 511 feed.

b. Santa Rosa CityBus

The City of Santa Rosa (CityBus) provides fixed-route and paratransit service throughout the City of Santa Rosa. The population in 2016 was 175,105, with projections showing it rising about 4% by 2021. The City of Santa Rosa is the fifth largest city in the Bay Area, located 55 miles north of San Francisco in the urban heart of the wine country. Santa Rosa is the county seat for the County of Sonoma, which has a population of over 500,000.

CityBus implemented a completely redesigned system in May 2017. The system revision was over two years in the planning stage which included extensive public involvement. This newly redesigned system provides more frequent, reliable, and convenient service for customers and includes 15-minute service on the highest ridership corridors, providing increased service to many large employers, major medical facilities, Santa Rosa Junior College, and the Sonoma-Marín Area Rail Transit (SMART) stations. Coordination with the regional partners including Sonoma County Transit, Golden Gate Transit and SMART was included during the planning phase to provide the best service to customers which includes timed connections and free 2-hour transfers.

The City of Santa Rosa's fixed route fleet is currently comprised four 30-foot and 28 40-foot low-floor buses operating 14 local fixed-routes. In 2017, the City of Santa Rosa provided 2,005,865 fixed route passenger trips on the fixed-route system and 42,000 paratransit trips.

The City currently serves 422 stops including five transfer hubs, the major ones being the Transit Mall and Coddingtontown. CityBus shares stops with Sonoma County Transit and Golden Gate Transit and at the Transit Mall Mendocino Transit.

Avail is the CAD/AVL system utilized by CityBus. The City is currently integrated into 511, has a GTFS feed, and real-time location information available through the MyStop app.

Stops have a variety of different brands of fixtures and shelters located at them with the majority of models being Tolar Manufacturing brand. The vast majority of stops do not have hard-wired electricity at them. The only locations that currently have electronic signs at them are the City's primary transit hubs:

- Santa Rosa Transit Mall – located between Santa Rosa Ave and B Street on Second Street. It serves as a regional transfer facility bringing together routes from Sonoma County Transit, Golden Gate Transit and Mendocino Transit and Greyhound. This facility is currently maintained by the City of Santa Rosa.

Signage for these and any other shared locations would need to at a minimum include CityBus ideally also incorporating information for Sonoma County Transit and Golden Gate Transit static/real-time information. Sonoma County Transit serves runs throughout all major communities in Sonoma County with Golden Gate Transit connecting communities from San Francisco up to Santa Rosa.

The City's transit Division staff operates out of the City transit at 45 Stony Point Rd.

c. Petaluma Transit

Petaluma is a charter city with a council-manager form of government. The City Council is composed of seven members, one of whom functions as mayor and one as vice-mayor. Petaluma's population has increased by one-third over the past two decades, with the 2010 Census reporting 57,941 residents.

Petaluma Transit currently provides fixed route, scheduled service along six primary bus routes all operating within City boundaries. Service is provided from 6:15 a.m. to 8:25 p.m. Monday through Friday and from 7:30 a.m. to 8:25 p.m. on Saturday. Sunday service is provided from 8:30 a.m. to 5:25 p.m. Petaluma Transit's ADA complementary paratransit service operates during the same days and hours as the fixed route service. Petaluma Transit's fixed route fleet consists of fourteen vehicles: four 29-foot, four 35-foot, and three 40-foot clean-diesel buses and two 35-foot and one 40-foot diesel-electric hybrid buses. The ADA complementary paratransit fleet consists of nine gas cutaway vans.

Avail is the CAD/AVL system utilized by Petaluma Transit. The City is currently integrated into 511, has a GTFS feed (provided through Trillium), and real-time location information available through the MyStop app. The City doesn't currently have an active GTFS-RT feed but anticipates offering this by the end of 2019 (likely through Avail).

Petaluma has approximately 200 bus stops throughout the City. Bus stops can serve Petaluma Transit solely or and also serve Sonoma County Transit and/or Golden Gate Transit. Stops have a variety of different brands of fixtures and shelters located at them with the majority of models being Tolar Manufacturing brand. The vast majority of stops do not have hard-wired electricity at them. The only locations that currently have electronic signs at them are the City's two primary transit hubs:

- Copeland Transit Mall - is located in the City on Copeland Street between Washington & D Street and serves as a regional transfer facility bringing together routes from Petaluma Transit, Sonoma County Transit, Golden Gate Transit and the nearby SMART train service. This facility is currently maintained by Sonoma County Transit.
- Eastside Transit Center – is located on Maria Drive between N. McDowell Blvd & Park Ln. The facility is served by Petaluma Transit and Golden Gate Transit; it is maintained by the City of Petaluma.

Signage for these and any other shared locations would need to at a minimum include Petaluma Transit ideally also incorporating information for Sonoma County Transit and Golden Gate Transit static/real-time information. Sonoma County Transit serves runs throughout all major communities in Sonoma County with Golden Gate Transit connecting communities from San Francisco up to Santa Rosa.

The City's transit Division staff operates out of the City transit facility located at 555 North McDowell Boulevard. Approximately 70% of the vehicles are active at "peak pull" times with the remainder residing in the facility as spare ratio vehicles.

IV. Scope of Services

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.

Attachment A shows the minimum and maximum number of real-time signs each participating agency is will obtain through this procurement.

Attachment C shows a summary of the anticipated number of stops (by location) and sign type for each transit agency participating in this procurement. While these will likely change following award and site visits by the selected contractor, they are provided to better prepare bidders.

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.

V. Proposal Requirements

Vendors must provide three (3) hard copies and one electronic copy on a USB drive to Marin Transit no later than 3:00 PM PST on June 12, 2019. Final proposals can be submitted mailed to or dropped off at:

Marin County Transit District
Attention: Anna Penoyar
711 Grand Ave, Ste 110
San Rafael, CA 94901

Proposals shall be organized in the format outlined below. Applicants should demonstrate familiarity with public projects and provide description of at least three reference projects completed within the last three years for services requiring similar responsibilities. The proposal (#2-#9 outlined below) should not exceed 20 written pages (single sided, 8-1/2" X 11" pages, minimum font size of 11 pt). Supplemental information such as firm brochures, similar project deliverables, and full resumes can be included in addition to the 20-page limit.

1. **Cover Letter:**

- Identify the prime contractor and describe any subcontract arrangements.
- Identify the person who is authorized to negotiate for the team
- 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 C) or list those to which vendor takes 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. Proposer must also acknowledge their willingness to accept the FTA Grant Contract Provisions (**Appendix B**).

2. **Relevant Experience & Project Approach:** Describe your understanding of the project and describe your approach to meeting the task objectives outlined in this request for proposals. In addition to items you identify, please discuss:

- Description of products that are being offered under this contract along with a per unit cost.
- Demonstration of signs' abilities to read data from 511 and multiple agency real time information data feeds.
- Description of Content Management System and functionality.
- Ability to support hardware and software
- Describe any information to support your firm's experience working on similar projects.
- Ability to install selected signs. (Optional Task)

3. **Key Staff:** Identify key team members and a brief description of their relevant experience. This section should present staff that will **actively** participate in this effort and become part of the core project team. Include a statement that these key team members will not be removed or reassigned without prior approval of Marin Transit.

4. **Work Plan and Schedule:** Provide a proposed work plan. Provide a detailed description of assumed services anticipated to be performed for this project. Description shall include:

- Identification of major tasks or range of tasks anticipated to complete construction;
- A schedule of expected start dates, milestones, and completion dates for each task; and
- Estimated hours to complete each task and level of effort from identified key staff.

5. **References:** Provide at least three (3) relevant references (names, current phone numbers, and email addresses) from recent clients.

6. **Required Forms:** Complete and include all of the forms included in **Appendix C** (FTA Certification Forms) and **Appendix D** (California Levine Act).

7. **Project Cost:** Please include the rate sheet for signs included as **Attachment B** to this document. Please include any other related costs that are to be billed directly. You may make changes to the sheet to accurately reflect costs.

Proposal Questions

Potential proposers are invited to submit any questions related to this request in writing by emailing to the contact provided below by Wednesday, May 29, 2019 by 3:00 pm PST. All submitted questions and answers will be provided as an addendum on Marin Transit's website 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.

Questions pertaining to this RFP, the Scope of Services, or the proposal should be directed to:

Anna Penoyar
Senior Capital Analyst
apenoyar@marintransit.org

Proposal Submittal Procedure

Please provide three (3) hard copies, and one digital copy to be submitted on a USB drive of proposals to Marin Transit, no later than 3:00 PM on Wednesday, June 12, 2019. The entire proposal (excluding cover letter and section 7) shall not exceed 20 pages and shall be printed double-sided. Late submittals will not be accepted and will be returned unopened to sender.

Marin County Transit District
Attn: Anna Penoyar
711 Grand Ave, Suite 110
San Rafael, CA 94901

The cost of preparing, submitting, and presenting a Proposal is at the sole cost and expense of the Consultant. Marin Transit shall not be liable for any pre-contractual expenses incurred by the firm/team in preparation of their proposal.

VI. Method/Criteria for Selection

Consulting firms interested in being considered for selection to perform services under this RFP must submit a proposal in compliance with this notice. A Selection Committee will evaluate responses to the RFP. Based on the evaluation of submitted proposals, a list of qualified vendors will be established. Vendors may be requested to participate in an oral presentation or asked to provide demonstrations of signs that meet the specifications identified in Section IV above. Marin Transit reserves the right to include information received through the interviews or demonstrations in the evaluation process. Upon completion of the proposal evaluations, possible interviews, and demonstrations, Vendors will be screened and a list of qualified vendors will be identified. **Each participating agency will have the discretion to select from one or all vendors and exercise an agreement individually.** Marin Transit reserves the right to award to a proposing vendor other than that of the lowest price proposal.

The following criteria will be considered in selection of the successful proposal (relative weights as shown).

Criteria	Points
Firm Qualifications, with focus on experience gained in successful completion of similar Projects as outlined in this RFP	20
Cost – Initial Implementation + Sign Hardware	25
Cost - Ongoing	20
Project Staff/Implementation Plan	10
Ongoing Maintenance and Support	20
References	5
	100

Once the preferred vendor has been determined, each Agency will start contract negotiations with their selected vendor. If contract negotiations are not successful, the remaining vendors 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 (NTP).

At its sole discretion, Marin Transit reserves the right to amend this RFP, to withdraw all or a portion of this RFP, to award a contract for only a portion of the scope of work described herein, or to decline to award a contract.

VII. Additional Considerations

Solicitation Disclaimer

Marin Transit reserves the right to withdraw this RFP at any time without notice. Marin Transit reserves the right to reject any and all responses. Marin Transit reserves the right to award to other than the low cost Proposer. All responses to this RFP become the property of Marin Transit upon submission. The costs of preparing a Proposal and participating in an interview are at the sole expense of the Proposer.

Confidentiality

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between Marin Transit and Proposer will be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to Proposer's competitive position if disclosed, Proposer will request that Marin Transit withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential.

Protests

A copy of Marin Transit's written protest procedures is available upon request.

Changes in Scope-of-Work

Without invalidating the Contract, Marin Transit may order additions to or deletions from the work to be performed.

Pre-contractual Expenses

Marin Transit will not be liable for any pre-contractual expenses incurred by any Proposer, or selected Proposer. Pre-contractual expenses are defined as expenses incurred by Proposers and selected Proposer in:

- Preparing Proposal in response to this RFP
- Submitting Proposal to Marin Transit
- Negotiating with Marin Transit on any matter related to Proposal
- Incurring other expenses by Proposer or selected Proposer prior to date of award of any Agreement

Proposer will not include any such expenses as part of the price proposed in response to this RFP. Marin Transit will be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by or on behalf of any person or organization responding to this RFP.

Verbal Agreement or Conversation

No prior, current, or post award verbal agreement(s) with any officer, agent or employee of Marin Transit will affect or modify any terms or obligations of this RFP or any Contract resulting from this procurement.

Special Funding Considerations

Any Contract resulting from this RFP will be financed primarily with funds available from Marin County's Measure A Transportation Sales Tax, Marin County's Measure B Vehicle Registration Fee, and FTA grants. The Contract for this service is contingent upon the receipt of these funds and annual budget approval of the Marin Transit Board of Directors. In the event that funding from these sources is eliminated or decreased, Marin Transit reserves the right to terminate any Contract or modify it accordingly.

Withdrawal of Proposals

Any Proposer may withdraw his/her Proposal received by Marin Transit, either personally or by telegraphic or written request, at any time prior to the time fixed for receiving Proposals. Negligence on the part of the Proposer in preparing his/her Proposal confers no right of withdrawal or modification of the Proposal after such Proposal had been opened.

No Proposal may be withdrawn for a period of 120 Days after the date and time for receiving Proposals.

Insurance/Indemnity

At its own expense, Contractor will obtain and maintain for the duration of the Contract the insurance policies and endorsements required in Attachment A, the Standard Short Form Contract.

Personnel

The Contractor will be solely responsible for maintaining a qualified labor force and for the satisfactory work performance of all employees as described by this RFP. Contractor must have policies to minimize employee turnover and retain qualified personnel.

The Contractor will be required to comply with Marin County's Living Wage Ordinance throughout the duration of the Contract and complete a Living Wage Ordinance Declaration. Rules and Regulations regarding the Living Wage can be found at:

<http://www.marincounty.org/depts/ad/divisions/management-and-budget/living-wage-ordinance>

The Contractor will be solely responsible for payment of all employee wages, benefits, and subcontractor costs. Without any additional expense to Marin Transit, the Contractor will comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security. The Contractor will defend, indemnify, and hold Marin Transit harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices. Marin Transit will have the right to demand removal of any personnel furnished by the Contractor from the project for reasonable cause (to be determined by Marin Transit).

Marin Transit must be notified in writing of any changes to personnel and reserves the right to reject changes in staffing. Should any position be vacant for more than 60 Days, the salary for that position for the time in which it remained vacant will be credited back to Marin Transit.

Ownership of Proposals and Data

All Proposals and related information submitted by any Proposer, including the selected Contractor, to Marin Transit, will become the property of Marin Transit. None of the material submitted will be returned to any Proposer and may be made available under California Government Code section 6250, et seq.

All records, data, and related material collected and used in conjunction with the completion of the Agreement will be owned exclusively by Marin Transit. Proposer will not remove any records from Marin Transit property without receiving express permission to do so.

Compliance with the Levine Act

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.

Proposers must submit as part of their Proposal the “California Levine Act Statement” found in Attachment B.

Federal Transit Administration (FTA) Certifications and Grant Contract Provisions

This project may be financed in part with Federal Transit Administration funds. If so, Federal requirements will apply to this Contract; and if those requirements change, then the most recent requirements will apply to the project as required. Contract Provisions can be found in Exhibit D to the Standard Contract. Required Federal Proposal submittals can be found in Exhibits E-F of the Standard Contract.

Governing Document

Any item of work contained in either the RFP or the Proposal will be performed by Contractor as though it appeared in the executed Agreement. In the event of any conflict, the terms of the Agreement and the RFP govern over the Proposal unless specifically stated otherwise.

Appendix A: Sample Short Form Contract

MARIN COUNTY TRANSIT DISTRICT

STANDARD SHORT FORM CONTRACT

THIS AGREEMENT is made and entered into this ____ of _____, 2011 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 services _____
_____; and

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

NOW, THEREFORE, for and in consideration of the agreement 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.

5. TIME OF AGREEMENT:

This Agreement 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:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to District. The general liability policy shall be endorsed naming the MARIN COUNTY TRANSIT DISTRICT as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the District prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to District of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the District, its employees, officers, and agents, harmless and defend the District against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. District agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. 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.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The District shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

(see sample form: ISO - CG 20 10 11 85).

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to District prior to commencement of work.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed \$2,500 unless approved by the District.

6.4.a Professional Liability Insurance.....☐ (check box if required)

6.4.b Maritime Insurance.....☐ (check box if required)

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination 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 Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. 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. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the District. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to District without exception or reservation.

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. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances 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 worker's compensation.

15. AMENDMENT:

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

16. 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.

17. 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.

18. INDEMNIFICATION:

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), Consultant/Contractor agrees to indemnify, defend and hold harmless Marin Transit, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of Consultant/Contractor, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to Consultant/Contractor's performance under this Agreement.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the offshoring of professional services involving employee/retiree medical and financial data) affecting the services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the District's contact person referenced in paragraph 20. See NOTICES below.

20. 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.:

21. ACKNOWLEDGEMENT OF 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	_____

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

APPROVED BY

MARIN COUNTY TRANSIT DISTRICT:

By: _____

PRESIDENT, Board of Directors

CONTRACTOR:

By: _____

Name: _____

Telephone No.: _____

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reasons applies)

REASON(S) FOR REVIEW:

- ☐ Contract requires approval of the Marin County Transit District Board of Directors
- ☐ Standard Short Form content has been modified
- ☐ Optional review by County Counsel at Department's request

County Counsel: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES (required)

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: _____

CONTRACT TITLE: _____

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: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____

Appendix 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 or 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 ay 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.

Appendix C: FTA Certification Forms

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

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

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)

Minimum & Maximum Quantities

(Combined Agency Totals)

Power Source	Sign Type	Minimum Quantity	Estimated Maximum Quantity
Solar	LCD Multimedia	0	10
	LED Pixel Matrix	25	115
	E-Ink	0	20
Grid	LCD Multimedia	2	20
	LED Pixel Matrix	2	20
	E-Ink	0	10

Please note, quantities provided above are estimates based on current needs and potential near-term expansions. These are provided to allow prospective bidders to better understand the scope and scale of the request. Awarding agencies will determine the final number to include in contract.

Sign Pricing Information Summary

Sign Pricing

Please list the price of each sign type and indicate if there are any cost savings based on quantity purchased.

				Please indicate any price differences based on quantity (optional)			
Power Source	Sign Type	Qty	Price per Sign	Qty	Price per Sign	Qty	Price Per Sign
Solar	LCD Multitmedia	0-10					
	LED Pixel Matrix	0-25		26-80			
	E-Ink	0-20					
Grid	LCD Multimedia	0-10					
	LED Pixel Matrix	0-20					
	E-Ink	0-10					

Sign Installation Costs (If applicable)

List estimated range for sign installation costs for both solar signs and grid signs where power is readily available

Estimated Cost per Location		
	Low	High
Solar		
Grid		

Content Management System

Please indicated any costs related to the content management system here

Content Management System

Please indicated any costs related to the content management system here

Attachment C - Identified Minimum Sign Locations

Marin Transit - Initial Real Time sign locations

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