MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY (MARTA)
REQUEST FOR PROPOSALS (RFP) NO. 2015-03
TO
DESIGN, INSTALL AND MAINTAIN
SUPPORT TECHNOLOGY & ADMINISTRATIVE RESOURCE (STAR)

KEY RFP DATES

<table>
<thead>
<tr>
<th>RFP Issue Date</th>
<th>August 19, 2015</th>
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<tbody>
<tr>
<td>MANDATORY Pre-Proposal (Call-In</td>
<td>September 3, 2015 @10:00 am</td>
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<tr>
<td>Option Available-See Section I.C)</td>
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<tr>
<td>Question Submittal &amp; Deadline to</td>
<td>September 10, 2015 by 3:00 pm</td>
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<td>notify MARTA of Interest to Submit</td>
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<tr>
<td>a Proposal</td>
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<td>MARTA Responses to Questions</td>
<td>September 16, 2015 by 5:00 pm</td>
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<td>Proposal Due Date</td>
<td>October 12, 2015 by 2:00 pm</td>
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<td>Interview Date</td>
<td>October 27, 2015 - times TBD</td>
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<tr>
<td>Recommendation to MARTA Board for</td>
<td>November 16, 2015</td>
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<tr>
<td>Contract Approval</td>
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<td>Notice to Proceed</td>
<td>No later than November 30, 2015</td>
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Transmit Completed Proposals To:

Sandy Benson, Mountain Area Regional Transit Authority Assistant General Manager
Mailing Address for United States Post Office: PO Box 1501, Big Bear Lake, CA 92315
Physical Address for UPS/FedEx/In Person Delivery: 41939 Fox Farm Rd., Big Bear Lake, CA 92315

Note that all times referenced in this Request for Proposal (RFP) are based on MARTA local time, Pacific Standard Time (PST).

Questions regarding the solicitation process and the Scope of Work should be directed to Sandy Benson via phone at 909.963.7201 or via email at sbenson@mountaintransit.org.

All questions should be submitted in writing by mail, e-mail no later than Thursday September 10, 2015, by 5:00 p.m. These questions, along with their answers, will be forwarded to all firms that have notified MARTA of their interest in submitting a proposal.
SUBJECT: NOTICE OF REQUEST FOR PROPOSALS (RFP) No. 2015-03 "SUPPORT TECHNOLOGY & ADMINISTRATIVE RESOURCE", (hereinafter referred to as "Project")

Mountain Area Regional Transit Authority ("MARTA") invites proposals from qualified firms to provide services to design, install and maintain a SUPPORT TECHNOLOGY & ADMINISTRATIVE RESOURCE for MARTA's services. A detailed Scope of Work is identified in this RFP as Attachment A.

Firms intending to submit proposals should note the "Key RFP Dates" on the cover of this RFP. The RFP updates and addenda, together with other important information are available on MARTA's website at www.mountaintransit.org. Firms are requested to check the website periodically, and no less frequently than weekly, for RFP updates, addenda and other information. All proposers will be held accountable for compliance with all updates, addenda and other information posted on the website. Please note that MARTA will not be responsible for mailing any addenda, schedule updates or other information to any firm. Firms submitting proposals will be evaluated based on qualifications, prior experience with the same or similar type of services identified in the attached Scope of Work, proposed staffing, the firm's understanding of the needs and requirements of the Project as identified in this RFP, and overall best value to MARTA.

Proposals are due on or before 2:00 p.m., Monday, October 12, 2015. A MANDATORY Pre-Proposal Conference is scheduled for 10:00 a.m., Thursday, September 3, 2015 at MARTA's office, located at 41939 Fox Farm Road, Big Bear Lake, California 92315, in the Big Bear Lake Facility's Conference Room. An option to call-into this conference will also be available as attendance at this Pre-Proposal Conference is MANDATORY (refer to Section I.C for call-in instructions).

All firms interested in proposing, as well as all questions related to this RFP must be put in writing and submitted to MARTA no later than 3:00 p.m., September 10, 2015. The Subject of the email should be titled "Intent to propose and Questions for RFP 2015-03" and submitted electronically to: sbenson@mountaintransit.org. Questions received after the deadline may or may not be responded to at the MARTA's sole discretion. Questions received by the deadline or responded to after the deadline at the discretion of MARTA.

If the contract is awarded, the firm awarded the contract will be required to comply with all applicable laws and regulations including but not limited to, equal opportunity laws and regulations. Firms using subcontractors are encouraged to subcontract with small and disadvantaged businesses enterprises (DBEs) to the maximum extent possible. Subject to approval by MARTA's governing body, MARTA intends to have the selected firm under contract by November 30, 2015.

MARTA has an established project budget of $175,000. The award of this contract is subject to the availability, appropriation and receipt of federal, State and/or local funds sufficient to carry out the work identified in this RFP. The contract, if awarded, may be financed in part by federal funds, and as such, Proposers are required to certify that they meet all federal requirements identified in this RFP.

Kathy Hawsford, General Manager/CEO

Date
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SECTION I – PROPOSAL SCHEDULE

A. SCHEDULE
The RFP will follow the schedule outlined on the RFP cover sheet. It is the responsibility of the proposers to check the website periodically, for RFP updates, addenda and other information that may change or be added post RFP release. Note that MARTA will not be responsible for mailing any addenda, schedule updates or other information to any firm.

B. ADDENDA
Any changes to this RFP will be made by written addendum. MARTA will not be bound to any modifications to or deviations from the requirements set forth in this RFP as a result of any oral discussions and/or instructions. Proposers shall acknowledge receipt of any addenda in their proposal and will be held accountable for compliance with all updates, addenda and other information posted on the website.

C. PRE-PROPOSAL CONFERENCE
A MANDATORY Pre-Proposal Conference is scheduled for 10:00 a.m., Thursday, September 3, 2015 at MARTA's office, located at 41939 Fox Farm Road, Big Bear Lake, California 92315, in the Big Bear Lake Facility's Conference Room. A call-in option to the conference will also be available to interested proposers, as attendance at this Pre-Proposal Conference is MANDATORY. To call into the conference and join the online meeting, follow these instructions:

- US Toll Number: 701.801.1220 when prompted, enter Meeting ID: 559 731 220#
- To view online materials presented during the conference, go to this website: https://www.startmeeting.com/wall/559-731-220
- Instructions to join Online Meeting: At the scheduled date and time of the meeting, click on the meeting link above. When at the StartMeeting homepage, select "Join". On the next page, complete your name and email address, then press "Submit". The system will guide you through the process of downloading the meeting dashboard to participate in the online meeting.

Be aware that all proposers will be held accountable for compliance with all information and instructions given at the Pre-Proposal Conference.

D. QUESTIONS, NOTIFICATION AND RESPONSES
Proposers are encouraged to submit questions regarding the RFP and the Scope of Work (SOW) via email, no later than Thursday September 10, 2015 prior to 5:00 p.m. This is also the deadline to notify MARTA, in writing, of your interest in submitting a proposal, in response to this RFP. This notification does not bind your firm in submitting a proposal, it merely allows MARTA the ability to track and if needed, communicate with all interested proposers in a timely manner. Questions submitted by the deadline, along with questions and answers from the MANDATORY Pre-Proposal Conference, and MARTA’s responses to all questions, will be forwarded to all
prospective proposers via email no later than Wednesday September 16, 2015 by 5:00 p.m.

**Forward Questions To:**
Sandy Benson, Assistant General Manager
Mountain Area Regional Transit Authority
sbenson@mountaintransit.org

Proposers shall not discuss the RFP with any MARTA Board Member, member or any other officer or employee of MARTA or its member agencies and their appointed or elected officials, other than the staff identified herein. Neither proposers nor anyone representing the proposer or proposer's team are to discuss this RFP with any consultant or contractor engaged by MARTA for assistance in preparing the bid documents or a response to the RFP. Any party attempting to influence any part of the proposal, submittal or evaluation process through ex parte contact with any MARTA officials may result in MARTA rejecting their proposal and disqualification of the proposer.

**E. CONTRACT TYPE**
MARTA anticipates a firm-fixed price contract will be used as the approach for the Project and the resulting contract. Any work provided by the consultant that is not specifically covered by the contract, will not be reimbursed. Please refer to the Template, Attachment D, for more detailed information.

**F. INFORMED PROPOSER**
Proposers shall review the Scope of Work, (identified herein in Section III), and the federal contract clauses, for a complete understanding of the terms and conditions in this RFP. Proposers are expected to be fully aware of the conditions, requirements, and SOW before submitting any proposal. Failure to do so will be at the proposer's own risk. By submitting a proposal, the proposer represents that it is legally qualified and fully capable of performing quality work to achieve MARTA's objectives and comply with all requirements identified in this RFP.

**G. CONFLICT OF INTEREST**
Any person or firm that has assisted MARTA in preparing any aspect of this RFP or any cost estimate associated with this project is prohibited from submitting a proposal in response to this RFP. Firms that received assistance from any such person or entity, or who will use the services of such person or entity in performing the work will be disqualified. A firm that is prohibited from submitting a proposal in response to this RFP will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time.

By submitting a proposal in response to this RFP, the prospective consultant warrants that he/she/they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement; that no appointed or elected official, member or other officer or employee of MARTA or its member agencies is interested directly or
indirectly, in any manner whatsoever in or in the performance of the agreement or in the supplies, work or business to which it relates or in any portion of the profits thereof; or has been or will be offered or given any tangible consideration in connection with this proposal and/or agreement. Prospective consultant covenants that neither prospective consultant nor, to the best of the prospective consultant’s knowledge after diligent inquiry, any director, officer, owner or employee of the firm has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the agreement. In the event that the prospective consultant has no prior knowledge of a conflict of interest as set forth above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, prospective consultant shall promptly bring such information to the attention of the General Manager as soon as it is known, prospective consultant shall thereafter cooperate with MARTA's review and investigation of such information, and comply with any instruction it receives from the General Manager in regard to remedying the situation.

SECTION II – INTRODUCTION & BACKGROUND

A. INTRODUCTION
Mountain Area Regional Transit Authority (MARTA) is seeking proposals from qualified firms for the purpose of establishing a contract to supply MARTA with the following services: design, provide, and install the specified Support Technology and Administrative Resources at hosted locations, and on-board MARTA vehicles. The specific work requirements are detailed in Scope of Work, Section III.

B. BACKGROUND
MARTA is a joint powers agency that provides public transportation within the San Bernardino Mountains, which includes the City of Big Bear Lake and unincorporated communities of Big Bear City, Lake Erwin, Fawnskin, Crestline, Blue Jay, Lake Arrowhead, Running Springs and Green Valley Lake. Fixed route service is provided within the Big Bear Valley and between Crestline, Lake Arrowhead, Running Springs and Green Valley Lake. General public DAR is provided within the Big Bear Valley, Crestline, Blue Jay, Lake Arrowhead and Running Springs. Aside from its fixed routes and DAR services, MARTA operates intercity routes from Big Bear Lake and Crestline; both "Off-the-Mountain" (OTM) routes which provide connections in San Bernardino with Omnitrans, Metrolink commuter rail and the Greyhound Station. In general, MARTA's ridership consists of low-income individuals, seniors and transit dependent persons.

MARTA provides seven fixed routes and DAR service utilizing 20 buses. MARTA utilizes a combination of Motorola radio equipment and Verizon Wireless mobile phones to communicate with its drivers. Be aware that the ONLY cellular service that is available in the MARTA service area, is Verizon Wireless. In addition, there are five light-duty vehicles that are used to assist in daily operations and dispatch. Note that dispatching of vehicles and communication between dispatch and the drivers is conducted from two locations: the MARTA Crestline facility from 5:00 a.m. to 1:00 p.m.,
and then from the MARTA Big Bear Lake facility from 1:00 p.m. to 8:00 p.m.

C. MARTA RIGHTS
MARTA reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal. MARTA reserves the right to withdraw or cancel this RFP at any time without prior notice and MARTA makes no representation that any contract will be awarded to any firm responding to this RFP. MARTA reserves the right to reject all proposals and to re-issue (or not re-issue) a new RFP for the same or similar Work. MARTA reserves the right to postpone proposal openings for its own convenience. Proposers may withdraw their proposals before the proposal submittal date by submitting a written request signed by an authorized representative of the firm and delivered to MARTA's General Manager.

MARTA makes no representation that any contract will be awarded to any firm responding to or as a result of this RFP. No Proposer shall have the right to make a claim against MARTA in the event MARTA accepts a proposal or does not accept any or all proposals.

D. PRE-CONTRACTUAL EXPENSES
MARTA shall not be liable for any pre-contractual expenses incurred by Proposer and its team, in preparation or submittal of their proposal. The proposer shall not include any such expenses in their proposal. Prohibited pre-contractual expenses include any and all expenses incurred by the Proposer and its team prior to executing a contract and MARTA issuing a Notice To Proceed (NTP).

SECTION III – SCOPE OF WORK
Mountain Area Regional Transit Authority (MARTA) is seeking to contract with a Consultant (referred throughout as Consultant, Proposer, Firm, Team or Contractor) to develop and implement Support Technology and Administrative Resources (referred throughout as Project, Program or System) for MARTA's Fixed Route, Dial-A-Ride (DAR) and intercity public transit services. Activities not only include development, testing and implementation, but also post-implementation activities such as ongoing maintenance, product warranty and program enhancements (if requested) during the contract term. The services and goods to be provided shall be developed according to the following Scope of Work (SOW) and shall conform to the following concepts and requirements. Each proposer will provide a written narrative explaining the methodology for undertaking each component of the SOW.

A. PROJECT GOALS
MARTA seeks a Consultant to develop and implement a System that achieves the following goals:

1. Accountability: ensure that MARTA is providing timely delivery of transit services in accordance with its published timetables, which will result in improved schedule adherence and timed transfers.

2. Real Time Passenger Information: provide real-time transit information to
customers via in-vehicle passenger information systems, the Internet, as well as mobile "apps" for iOS and Android smart phones.

3. **Safety**: Increase the safety and security of MARTA's public transit system, through identification of vehicle location and expeditious response time during incidents and emergencies.

4. **Communication**: Reduce paperwork and improve/expedite communication between dispatchers (provided at two locations), drivers, mechanics and supervisory staff.

5. **Transit Management**: Increase the availability of data for MARTA's operations for the purposes of enhanced transit management, service planning and reporting.

6. **Productivity**: as a result of improved schedule adherence and easier passenger access to information, increase ridership of MARTA's transit system.

**B. CONCEPT OF OPERATIONS**

In general, MARTA prefers an “out-of-the-box” system that is hosted and served from a central data center and provides password-protected accessibility from any Internet capable desktop, laptop, tablet or smart phone. MARTA intends to utilize the system for all of its public transit services, for tracking, scheduling, dispatching, passenger information and all other proposed capabilities. By use of both digital map-based and tabular displays, MARTA's dispatchers will track and be able to identify locations of all revenue vehicles. The capability to exchange status and command information between drivers and dispatch will result in a reduction of current paperwork, as well as reduced voice traffic levels and clearer/documented instructions. In addition, because dispatch is performed from two separate locations each day, the communication and coordination between the two locations should be minimized and improved (daily dispatching from the MARTA Crestline facility is conducted from 5:00 a.m. to 1:00 p.m., and from the MARTA Big Bear Lake facility, is conducted from 1:00 p.m. to 8:00 p.m.). From a customer service perspective, staff will be able to monitor all bus locations and status in real time. The System shall have the ability for drivers to manually enter passenger loads, boarding and alighting data.

The system will have the ability to track the location versus schedule for each bus in service and inform the driver and dispatch when a variance exists (whether the bus is early or late, based on MARTA parameters which may vary from route to route). In addition, the system shall generate logs and data that record the operations and have the capability to generate reports documenting route operations and ridership. The Traveler Information System will also simultaneously broadcast to customers and the public, vehicle location and arrival times via the Internet and other mobile devices.

Since the System will track/report on vehicle locations, MARTA will have a greater understanding of where service issues impact on-time performance. Data from system operations shall be transmitted while the vehicle is in service and if necessary, at the end of the shift/workday through a wireless network located at MARTA’s facility. This will result in a wealth of data for MARTA to plan for new service and tailor existing service to best meet its mission and goals.
The core system will be hosted in the "cloud" with assurances that MARTA receives the benefits of timely upgrades and enhancements, and information is available in a timely manner across all platforms.

C. GENERAL SCOPE
In response to the RFP and SOW, the Proposer shall include all labor, freight, taxes, software, hardware, spare parts, warranty and any miscellaneous components necessary to implement a fully functioning Project to be maintained and supported by the Contractor for a period of not less than five (5) years, commencing from the date of final testing and acceptance of the system by MARTA. Although specific components were identified as the most beneficial technologies to realize MARTA's project objectives, MARTA welcomes proposer recommendations that could improve the system (in addition to those components identified as optional). The System shall meet MARTA's expectations and requirements to address MARTA's data needs in real-time and on demand, addressing:
1. system architecture;
2. hardware, software and functionality;
3. mobile capabilities;
4. querying, reporting and mapping;
5. security;
6. performance;
7. communications needs and availability;
8. training; and
9. maintenance.

D. TECHNICAL REQUIREMENTS
The technical requirements for implementing the proposed Project includes the following:

1. Vendor-hosted, "cloud-based" web portal System, with 24/7 customer support.
2. In vehicle device integration to include:
   a. On-board tablet devices to serve as mobile data terminals, contained in ruggedized cases and mounted near the driver seat, with onboard charging and additional USB/Ethernet interfaces for future peripheral connections.
   b. A Wi-Fi hotspot using Verizon Wireless service, so that tablets are able to connect either inside or outside the vehicle. Note that the ONLY cellular service that is available in the MARTA service area, is Verizon Wireless; therefore all data plans must be for Verizon Wireless service.
   c. On-board Global Positioning System (GPS)-based Automatic Vehicle Location (AVL) and position transmission technologies.
3. Drivers will be able to:
   a. Login and navigate through the System through a clear, concise user interface.
   b. Manually enter passenger counts/information as riders board and alight the bus by stop.
c. Enter pre-route vehicle inspection data that will download into MARTA’s ManagerPlus system.
d. Receive speed alerts, route and schedule adherence alerts, and dispatch messaging; and send emergency alerts and messages to dispatch.

4. Administrative and reporting capabilities shall include:
   a. GPS/AVL will provide vehicle tracking, mapping and reporting capabilities, as well as determine entry and exit from stops with software or interface allowing the creation of routes of travel and geo-coding or location identification software for the purpose of identifying stops and waypoints.
   b. Web-based, real-time computer aided dispatch (CAD) integrated to provide trip taking and reservations, vehicle assignment, customizable alerts/features, incident management, monitoring, performance alerts, messaging between supervisors/dispatch and drivers, routing information, as well as real-time updates to driver manifests for MARTA’s fixed route, Trolley and DAR services via desktop, laptop and mobile applications. Note that dispatching of vehicles and communication between dispatch and the drivers is conducted from two locations: the MARTA Crestline facility from 5:00 a.m. to 1:00 p.m., and then from the MARTA Big Bear Lake facility from 1:00 p.m. to 8:00 p.m.
   c. Import and export reporting capability, including a "handshake" with TransTrack Business Intelligence System and ManagerPlus management maintenance system.
   d. Trip planner interface allowing export of data into format used by Google Transit Feed System (GTFS).
   e. Suite of management and analytical tools, including, but not limited to selected system alerts transmitted to management via smart phones, real time graphs, statistics, route management, monitoring/management of on-time performance, passenger reporting, as well as data capture, analysis, and reporting services capable of producing National Transportation Database (NTD) reporting.
   f. Customizable, executive dashboards.

5. Real-time Traveler Information System to include:
   a. Real time arrival (RTA) predictive information.
   b. Mobile "apps" for iOS and Android smart phones for public and for management/supervisors/dispatchers.
   c. Ability to push text/SMS messages to users.
   d. Mobile friendly browser, QR Codes, and website portal for 24/7 access.
   e. End-user customization services for public real-time schedule and route information including public access to information via major bus stop information signs.
   f. Automated on-board audio-visual announcement system.

6. The Projects shall comply with system engineering requirements and applicable Regional and Federal ITS standards.

7. **Optional features (to price separately)**, include, but are not limited to:
   1. Integrated HD Video Security Camera System (MARTA currently has four HD cameras installed per vehicle in existing fleet, and will have eight HD cameras
installed on vehicles purchased to be delivered in 2016 and beyond.
2. Automatic Passenger Counting (APC) solution.
3. Expanded password protected Wi-Fi availability to riders.

E. TASKS AND DELIVERABLES
1. **Project Management:** The Contractor will designate a single point of contact (Project Manager) for the duration of the Contract. Identify all tasks in sufficient detail to permit task-by-task assessment of progress based on milestones, deliverable accountability, resource identification and allocation, as well as the following subtasks:
   a. During development and implementation, Contractor shall report in writing on a weekly basis, the following elements: staff allocations and assignments as required to meet the contract scope, budget and schedule requirements; summary of any problems encountered and if any, the planned resolution and timeline of those problems.
   b. On a monthly basis along with Contractor's invoice, Contractor shall compile a report that describes the work completed by task, percentage of work completed by task, identify work remaining by task, description by task of any adjustments required to complete task and a risk assessment and containment plans (if needed).
   c. Upon MARTA acceptance of System (once project is in maintenance phase), Contractor reporting shall be monthly along with monthly invoices (unless an incident or additional work is assigned, then that reporting shall be weekly until implemented).
   d. Submit other reports as needed or requested by MARTA and/or required for MARTA to comply with reporting requirements of participating entities.

**Deliverables:**
   a. Kick off meeting Agenda, summary and action items of meeting as well as if any changes to scope/timeline;
   b. Monthly invoices with progress report;
   c. Weekly status report during development and implementation; and
   d. As required updates and reports.

2. **System Design:**
   a. Translate the system requirements into a technical design to be used as a guide for the development of the System.
   b. Define the approach for system implementation and required components.
   c. Describe specific component specifications, including, but not limited to all hardware, software, platform, and communications solutions that will be used.
      a. Identify useful life of all hardware products.
      b. Define minimal MARTA required hardware and system software (not part of Contractor's cost proposal) required for these minimal components: scheduling software, local area network connection, internet connections, and computer infrastructure.
d. Provide analysis of coverage and possible liabilities or “dead areas” where communication may be interrupted or minimally available;

e. Detail a training and implementation plan specific to MARTA.

f. Detail a disaster recovery and system stability plan.

**Deliverables:**

a. Technical design documentation;
b. Training and implementation approach; and
c. Disaster recovery and system stability plan.

**3. System Installation**

a. Provide installation drawings, by bus model and supervisory vehicles for any new equipment to be installed in vehicles for approval by MARTA staff.
b. Provide factory acceptance test documentation for each component to be installed.
c. Furnish and install required on-site components and configure remote/hosted devices to communicate with MARTA systems.
d. General MARTA hardware requirements will include:
   i. Vehicle installed devices: ruggedized cases for tablet devices, capable of reliable and continuous operation in service environment of transit buses and supervisory vehicles, including temperature and humidity variations, shocks, electrical supply variations and vibration.
   ii. Tablet mobile devices: Capable of sustained operation for up to 18 hours at a time under both vehicle and auxiliary power sources.
   iii. Desktop/laptop services: capable of being operated on computers used for other general office purposes without significant degradation in performance and capability.
   iv. Back-end devices: Back-end devices are expected to be in a vendor-hosted environment and are expected to be provided by and maintained by the vendor. MARTA is not expecting to maintain or provide a server environment.

e. General MARTA software requirements will include:
   i. User-friendly, responsive, graphically based interface.
   ii. Administrative tools including user report customization, the ability to set security levels and user access rights, and diagnostic functions to measure system health and detect defects.
   iii. Data archiving tools including automatic archiving of daily data, online storage of at least 12 months of data, accessible at any time by MARTA staff, and offline storage of all data for the previous five years. Online and offline data will be based on MARTA’s fiscal year of July 1 – June 30 of each year, and not on a calendar year basis. Offline storage data shall be made available to MARTA at no cost to MARTA within 48 hours of request.
iv. Supervisory and on-bus devices shall use the simplest possible interfaces required to perform necessary tasks so as to minimize driver attention requirements.

**Deliverables:**
1. Memorandum summarizing installation approach, components, hardware and software requirements;
2. Vehicle installation drawings and diagrams;
3. Factory acceptance test documentation; and
4. Hardware and software components, and peripherals.

**4. System Testing**

a. Because of daily dispatch from two locations, the installation must be complete at both locations prior to testing.
b. Prepare system-testing plan that details testing methods to include pass/fail criteria.
c. Verify all system components and total system functions according to technical requirements and specifications.
d. Coordinate with MARTA staff on scheduling of tests, performance of acceptance tests and review of testing results.
e. Conduct availability testing to confirm that all components operate correctly on an individual basis and communicate correctly within the entire system.
f. Conduct seven-day availability test to confirm correct operation of the entire system.
g. Conduct 30-day reliability test to verify continuous reliable and correct operation of the entire system. This will include the vendor conducting two full consecutive weekdays of manually recording passenger boarding and alighting activity to confirm that the APC system is 95% correct; the recording sheets tallied by the surveyors will be provided to MARTA for verification.

**Deliverables:**
1. System testing plan, that includes a schedule, staff resources required, as well as pass/fail criteria;
2. Memorandum summarizing seven-day test results; and
3. Memorandum summarizing 30-day test results, as well as corrective action plan (if needed).

**5. Training and Documentation**

a. Prepare and deliver training plan, training activities, training materials and system documentation. Training plan shall describe the resources provided and a preferred training path for drivers, maintenance staff, dispatchers, supervisors and administrative staff;
b. Training plan shall include a minimum of two on-site classes, written tutorials, web-based learning, and train-the-trainer resources. Training plan shall include estimated number of hours to complete a competent level of system understanding by MARTA staff as it applies to the different
rolls but not limited to drivers, maintenance staff, dispatchers, supervisors and administrative staff; and

c. Deliver system documentation, to include, but not be limited to “as-built” system and component design documents, records of all required testing and acceptance procedures, warranty certificates for all components, training materials, and user and administration reference manuals.

**Deliverables:**

1. Training Plan, materials and system documentation;
2. Written tutorials, web-based learning and train-the trainer resources; and

6. Warranty, Maintenance and Spare Parts (Includes Deliverables):

a. Provide three-year warranty for all system components (hardware and software), and total system that includes a warranty certificate for three-years following completion of vendor reliability testing and acceptance by MARTA staff.

b. Documentation and support, to include telephone, email and remote support for three-hour and 24-hour response incident levels during normal business hours and after-hours incident reporting.

c. Provide two-years of maintenance support following the warranty period.

d. Provide an operations and maintenance agreement detailing how the Contractor will service system or component defects and failures for the two year period starting at the end of the warranty period.

e. Provide spare parts to ensure functioning of the system. Spare parts inventory sufficient to cover likely failures over the first five years of service. Spare parts may also be used to perform or configure test environment.

7. Optional Task(s) - If Proposed by Proposer and to be accepted by MARTA.

**SECTION IV – GENERAL INFORMATION**

**A. GENERAL INSTRUCTIONS**

1. In submitting a proposal, proposers must comply with the performance criteria as set forth in the following instructions. All proposals will be reviewed thoroughly prior to any selection to determine if proposers have met all proposal condition criteria as set forth in this RFP. It is essential that proposers read each of the sections carefully and take action where necessary.

2. Where the words "MARTA" are used in these instructions, reference is made to Mountain Area Regional Transit Authority. The words "offer", "contract proposal", and "proposals" are synonymous, and it is understood that once MARTA accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.
3. The award of a contract or contracts under this RFP will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFP will be subject to negotiation. A MARTA Evaluation Committee will review and screen proposals. Proposers submitting responsive proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be judged upon criteria presented in Sections V and VI of this RFP.

4. MARTA may consider proposals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.

5. MARTA reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.

6. Required information to be submitted in the proposal must be current, complete and accurate. Please complete the forms referenced in other sections of this RFP. MARTA reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.

7. Note that where two or more firms, persons or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture. MARTA will contract with a single firm, person or entity only and not with a joint venture.

B. LIMITATIONS
This RFP does not commit MARTA to award a contract, pay any cost incurred in the preparation of a proposal responsive to this RFP, or procure or contract for services. MARTA reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interests of MARTA. The contents of the proposal submitted by a proposer may become a contractual obligation if a contract ensues.

C. PROTESTS
In the event a proposer desires to protest the proposal or an award, the following procedure shall be used. Mountain Area Regional Transit Authority has the authority to resolve protested solicitations and awards.

1. Any bid protest must be submitted in writing within ten calendar days after the notice of intent to contract. Protests must be transmitted to:
   Mountain Area Regional Transit Authority
   Office of the General Manager
   Mailing Address for United States Post Office: PO Box 1501, Big Bear Lake, CA 92315
   Physical Address for UPS/FedEx/In Person Delivery: 41939 Fox Farm Rd., Big Bear Lake, California 92315

2. To be considered valid, the bid protest shall:
   a. contain a complete, detailed statement of the basis for the protest;
   b. include all relevant, supporting documentation; and
   c. identify the name, address, and telephone number of the person representing the protesting party.
3. In addition, the party filing the protest shall transmit a copy of the protest and any supporting documentation to all other parties with a direct financial interest in the award of the contract and/or the outcome of the contract protest. Such parties shall include all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4. MARTA shall issue a decision within ten calendar days of receiving the bid protest.

5. If MARTA determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and thus ineligible for future contract awards by MARTA.

6. The procedure and time limits set forth in this paragraph are mandatory and are the proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest or other legal proceedings.

D. DEBRIEFING
Any proposer who wishes a debriefing shall submit a written request no later than 10 calendar days after award by the MARTA Board. Written requests shall be submitted to the attention of:
Mountain Area Regional Transit Authority
Office of the General Manager/Chief Executive Officer
Mailing Address for United States Post Office: PO Box 1501, Big Bear Lake, California 92315
Physical Address for UPS/FedEx/In Person Delivery: 41939 Fox Farm Rd., Big Bear Lake, California 92315

E. PUBLIC RECORDS ACT
Proposals may be subject to public disclosure under the California Public Records Act and other public records laws. Proposals become the property of MARTA when submitted and, by submitting a proposal, the proposer agrees that MARTA may use any information, documentation or writing contained in the proposal for any MARTA purpose. All MARTA public records, as such, may be subject to public review. Documents protected by law from public disclosure will not be disclosed by MARTA if clearly marked with the word "CONFIDENTIAL" on each applicable page. Trade secrets may be marked as "CONFIDENTIAL" only to the extent they meet the requirements of California Government Code Section 6254.7. Only information claimed to be a trade secret at the time of submittal to MARTA and clearly identified as "CONFIDENTIAL" will be treated as a trade secret. Entire Proposals in which every page is marked "CONFIDENTIAL" may be rejected by MARTA if each and every page does not meet the California Government Code Section 6254.7 referenced above. Consistent with 49 U.S.C. 5325(b)(3)(D), before requesting or using indirect cost rate data, MARTA shall first notify and obtain written permission from any Proposer or firm subject to an indirect cost rates audit. If T receives a Public Records Act request for a Proposer's or firm's indirect cost rates, pursuant to Government Code Section 6250 et seq., NT shall also take the above-described precautionary steps.
F. DISADVANTAGED BUSINESS ENTERPRISES  MARTA encourages the use of small and disadvantaged firms in its contracting purposes.

G. FURNISHED MATERIALS
All software, data, reports, and other documents furnished to the awarded firm, or generated during the course of the Project, or for the firm's use in the performance of work or services under this contract shall be made available only for the use in performing this assignment and shall remain the sole property of MARTA. All such materials shall be returned to MARTA upon completion of the work, termination of the contract, or at any such time that MARTA determines. Contractor shall not utilize in print, in its materials or in the media, any MARTA data, reports, documents or information without prior written consent of MARTA.

H. REGULATION CONFORMANCE
Contractor is bound by the same terms and conditions of applicable federal and state regulations that are imposed on MARTA for proper administration of this project. This project may be funded in part with federal funds, and as a result, all of the statutes, rules and regulations by the federal government applicable to the work identified in this RFP will apply to this project. All applicable provisions, whether identified herein or not, shall pertain to the project. A listing of federal clauses that will be incorporated into the contract is presented herein under the Agreement Template Attachment Two: Federally Required Contract Clauses. By submitting a proposal, the proposer agrees to comply with these provisions.

I. PROPOSER RESPONSIBILITY
1. Should Proposer find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Project Manager in writing. Written instructions will be sent notifying all known potential Proposers of such discrepancy, if any, and of any changes.

2. The Proposer is required to complete and submit its proposal in the specified format. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. MARTA reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the Agreement.

3. The proposal and all other accompanying documents or materials submitted by a Proposer will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the proposal due date listed in Section I. No proposal may be withdrawn for a period of 120 days after the proposal due date listed in Section I.

J. THE AGREEMENT
The Agreement (refer to Attachment D), along with the Insurance Requirements for Consultants (Agreement Attachment One) and Additional Contract Conditions, the Scope of Services, and other relevant components of the proposal shall constitute the entire agreement for the performance of services described herein. The successful
proposer will be required to comply with all terms, conditions, and provisions of the Agreement during the entire contract period. Insurance requirements as specified in Attachment One are mandatory and non-negotiable. Failure or inability to comply with insurance requirements will result in disqualification for non-responsiveness.

K. DEBARMENT CERTIFICATION
The Proposer shall certify that it is not included in the U.S. General Service Administration’s list of ineligible contractors.

SECTION V – FORMAT OF PROPOSALS
Proposer shall submit an original along with three reproductions (four printed copies in total) and one digital copy on a CD or flash drive (containing the entire proposal in an Adobe Acrobat PDF format, and the Cost Proposal Attachment A in a Microsoft Excel format), of its proposal in the format outlined below. This format will assist MARTA in evaluating the proposals. Each proposal shall be presented to MARTA in a sealed package, clearly marked with the RFP number and title, and clearly marked with the proposer’s name and address. Submit to the following:

MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY
Attention: Sandy Benson, Assistant General Manager
Proposal in Response to RFP No. 2015-003
Physical address for UPS/FedEx/Personal Delivery: 41939 Fox Farm Road
Big Bear Lake, California 92315
Mailing Address for United States Post Office: PO Box 1501, Big Bear Lake, California 92315

The contents of the package will be formatted and presented to MARTA in the following order:

A. PROPOSAL FORMAT/CONTENT
All proposals shall be typed and single-spaced, with no font smaller than 11-point font size, on 8.5" x 11" paper. The proposal shall be numbered consecutively numbered and shall not exceed 30 pages (including attachments and required forms). Proposals shall be prepared simply and economically, providing a straightforward, concise and clear description of proposer’s qualifications to the requirements in the RFP. Special bindings, colored displays, exhibits, promotional, and similar materials are not required, nor desired and will be removed prior to evaluation. Proposals that do not contain the required information will be deemed non-responsive and will not be considered.

If at any time during the RFP process, a firm makes any changes to proposed key personnel or subcontractors, the firm must notify MARTA in writing of those proposed changes as soon as they are known. MARTA reserves the right to accept or reject such proposed changes or to revise the evaluation scoring to reflect the proposed staffing changes.
B. COVER LETTER
1. Indicate the location of the office from which the work will be performed.
2. Identify the name, email and phone number of the key personnel that will be responsible on behalf of the proposer and team, for all products and services that are proposed.
3. Acknowledgement of all addenda.
4. A statement that the proposal is valid for 120 calendar days from the date of submission.
5. A signature of an authorized person within the prime firm who can bind the firm to the terms and conditions of the RFP and attesting that all information in the proposal is true and correct.

C. TABLE OF CONTENTS
The Table of contents should include a clear identification of the material, by section and by page number.

D. PROFILE OF THE FIRM AND TEAM
1. Provide a brief profile and history of the prime firm, including, but not limited to:
   a. the types of services offered,
   b. how long the proposer has provided the kinds of services requested in this RFP,
   c. the year founded,
   d. form of the organization (such as corporation, partnership, sole proprietorship, etc.),
   e. number, size and location of offices, and if the firm is local, regional, national, or international and
   f. number of employees.
2. Identify if within the past five years the proposer has ever been terminated from a contract, and if so, describe the facts and circumstances in detail surrounding the termination.
3. Provide a project organizational chart, identifying key personnel and including the role of any subcontractors.
4. Provide the location of the office that would be responsible for servicing this project. Indicate how long this specific office has been in existence and the number of employees in this office.
5. To evaluate the proposer’s financial and legal capacity, provide a general description of the firm’s current financial and legal condition. Provide a statement as to whether or not the proposer has filed bankruptcy in the last ten years, and any other relevant information within the last ten years documenting the proposer’s financial capability to complete this Project, including, but not limited to pending litigation, planned office closures, impending merger or acquisitions that may impact the Project in any which way (positive or negative).
6. Note that references shall be provided in Attachment B, and information to provide includes a description of the work of a similar nature that’s identified in this RFP, agency name and location, contract amount, agency contact name, title, telephone number and e-mail address, project length (from notice to
proceed to completion, in months) and date project was completed or estimated project completion date.
7. Identification of all proposed subcontractors including description of the work to be performed by the firm and each subcontractor proposed and an estimate of the percentage of work to be performed by each subcontractor.
8. A memorandum from a principal of each subcontractor indicating the specific portion of the scope of work the subcontractor will be performing.

E. STAFFING AND PROJECT ORGANIZATION
This section of the proposal should establish the method that will be used to manage the project as well as identify key personnel assigned and their qualifications. Specifically, the proposal shall include:
1. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm.
2. Provide education, experience and applicable professional credentials of proposed project staff. Furnish brief (1 page each) resumes for the proposed key personnel.
3. Include a project organization chart that clearly delineates communication and reporting relationships among the project staff, including subcontractors.
4. Include a statement that key personnel will be available to the extent proposed, or designated by MARTA, for the duration of the project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of MARTA.

F. PROJECT APPROACH
This section of the proposal shall provide a narrative that addresses the Scope of Work and shows a clear understanding of the Project needs and requirements ("work plan").
1. Provide a summary of the approach and methodologies the firm will follow to complete the Scope of Work described in this RFP.
2. Include a project timeline.
3. The work plan shall be of such detail to demonstrate the firm's ability to accomplish the project objectives and to meet the project schedule
4. Address the firm's staffing resources to complete the project, as well as estimated staffing requirements of MARTA.
5. Identify anticipated deliverables that will be provided by the Proposer, by task.
6. Identify any special issues or problems that are likely to be encountered during this project and how they will be addressed.

G. COST PROPOSAL
1. All Proposals submitted in response to this RFP shall include a "cost proposal" of what the proposer would charge to provide the services requested. Each
proposer shall fill out Attachment A-Cost Proposal, and provide any additional backup/support to this form.
2. Pricing shall include all travel time and expenses, including airfare and transportation, hotels and meals.
3. All proposals must note that all costs within the scope of the proposal will be performed on a billed as incurred, “not to exceed” basis.
4. Where possible, cost proposal shall include unit costs, total labor hours and/or average hourly rates by task.
5. The number of on-site visits and their lengths of time for each shall also be included in the cost proposal with appropriate costs detailed by hourly rate and number of hours required. All expenses presented for payment shall have invoices and/or proper documentation and shall correspond to the cost proposal.
6. The cost for hosting the system shall be detailed as a separate identifiable item covering a period of five years.
7. Additional ongoing costs such as data transmission devices (cellular service fees) shall also be detailed as separate items.
8. The proposal should be completed on the form provided per Attachment A, and provided to MARTA in an Excel comparable format upon proposal submission. Additional documentation providing greater detail may be provided by the proposer.

H. CONFORMITY WITH MARTA AGREEMENT AND FEDERAL PROVISIONS
1. MARTA does not anticipate making substantive changes to the Professional Services Agreement template (Section 4). In such, proposers are asked to include in their proposal any written exceptions to or deviations to the Agreement template (Attachment D).
2. Proposers are to also include in their proposal any written exceptions to or deviations to MARTA’s Scope of Work (Section III).
3. Proposers are to include in their proposal any written exceptions to or deviations to the Federal contract provisions identified herein.
4. Proposers are to include in their proposal that they are able to conform with the insurance provisions (Agreement Attachment One) and if not, identify any written exceptions to or deviations to the insurance requirements provisions identified herein.
5. If no exceptions are noted in the submitted proposal, proposers will be deemed to have accepted all Agreement terms and conditions, Scope of Work conditions and Federal contract provisions.
6. Note that MARTA reserves the right to reject any proposal where identified exceptions or deviations are considered non-negotiable by MARTA.

I. INSURANCE PROVISIONS
1. Proposer shall affirm they have read and they understand the insurance requirements as outlined in Attachment One Insurance Requirements for Professional Services.
2. The proposer shall affirm they have read and agree to Indemnity language in the template professional service Agreement Attachment D, Indemnity, unmodified.
3. Proposer agrees to furnish MARTA with original insurance certificates and endorsements immediately following award of contract. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by MARTA before work commences and must be in effect for the duration of the contract and MARTA reserves the right to require completed copies of all required policies and endorsements.

SECTION VI – EVALUATION PROCESS
The primary objective of MARTA is to select a qualified firm to perform the Work identified in this RFP and more specifically, in the Scope of Work. In addition, the following criteria will be used in the selection process: the selection process shall be fair, open, and competitive; the selection of the firm will be based on clearly stated objectives identified in this RFP; the selection of the firm shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required work identified in this RFP and in the Scope of Work.

A. SUBMITTAL DEADLINE
Only those proposals received by the submittal deadline on or before the date identified on the RFP cover page, and as outlined in Section I - Proposal Schedule, will be evaluated by MARTA’s Evaluation Committee. Postmarks will be accepted in lieu of receiving the proposals by the date and time specified. Proposals received after the date and time specified may be returned to the firm without further consideration or evaluation.

B. RESPONSIVENESS CRITERIA
All proposals will then be evaluated based on their responsiveness to the criteria as outlined in this RFP, including, but not limited to:
1. Submittal meets MARTA deadline;
2. Organization of proposal, in that the Proposals must be submitted as required in the “Format of Proposals”, Section V; and
3. Completeness of proposal, in that all required forms, questionnaires and information are contained, completed, signed and dated.

C. EVALUATION CRITERIA
MARTA intends to use a Best Value method to determine which proposal is most advantageous to the agency’s goals. Technical and Financial merit will be evaluated simultaneously, and scores will be combined on the following criteria, noting that scores may be fractions and that ratings will be scaled so that the best proposal in each element will receive the maximum points for that element.

<table>
<thead>
<tr>
<th>Category</th>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
</table>
| Experience & Qualifications of the Firm/Team | 1. Specialized experience or knowledge of firm in developing & implementing comparable projects;  
2. demonstrated competence of the firm, including sub-contractor(s) to perform SOW requirements; | 15             |
### Experience & Qualification of Key Staff

| 1. Professional qualifications and experience of key project personnel, as demonstrated by key personnel resumes in Section E.2 of Proposal; |
| 2. relevant experience of the project Team in developing and implementing comparable projects; |
| 3. proposed Team/personnel's experience appropriate for technical and management requirements of the Project; |
| 4. staff with knowledge of public fixed route, DAR, and information systems requirements in a rural transit setting; and |
| 5. time commitment of key personnel and Team members. |

### Work Plan & Technical Approach

| 1. Demonstrates a depth of understanding of the project, as outlined in RFP and SOW; |
| 2. approach, methodology and technology demonstrates reflects the ability to provide the work requested, a responsive implementation plan and schedule; |
| 3. fully addressed warranty, technical support, training, and documentation; and |
| 4. is responsive to the functional and technical requirements and needs of the agency and service area. |

### Price & Cost Effectiveness

| 1. Capital cost for system meets the RFP and SOW required elements; |
| 2. overall capital cost for system providing all desired and any optional elements (as provided in proposers response); |
| 3. cost effective ongoing operating & maintenance costs (contractor and MARTA staff), as well as annual support/maintenance fees; |
| 4. Points will be awarded based on the reasonableness of total costs based on anticipated requirements; adequacy of data in support of figures quoted and basis on which prices are quoted. |

| Total Maximum Points to be Awarded | 100 |

### D. INTERVIEWS

Upon review of the proposals, a shortlist of firms within the competitive range may be invited to an interview scheduled on **October 27, 2015**, at MARTA's office between the hours of 10:00 am and 3:00 pm. The exact time of the interviews by proposer will be determined by the Evaluation Committee and communicated to the shortlisted proposers by no later than 5:00 pm on Thursday October 22, 2015. The determination of the competitive range is at the sole discretion of the Evaluation Committee. Proposers who are invited to the interview will be asked a series of questions which pertain to the RFP and correspond to the above Evaluation Criteria. The shortlisted
proposers will be scored based on the Evaluation Criteria during the interview. MARTA may choose, at its sole discretion, to not interview all or any proposers.

E. AWARD
MARTA will receive a recommendation from the Evaluation Committee based on the results of the proposal evaluation scores, reference checks, best and final offer negotiations (if conducted), and of the short listed proposers (if conducted), their interview scores. Such a recommendation is scheduled for the November 16, 2015 MARTA Board meeting. MARTA reserves the right to withdraw this RFP at any time without prior notice. MARTA also makes no representations that any agreement will be awarded to any proposer responding to this RFP. MARTA expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.
RFP CHECKLIST FORM

Below is a list of documents that are required to be submitted as part of the proposer's response to this RFP. This list may or may not be all inclusive; therefore it is the responsibility of the proposer to ensure that his/her proposal is complete.

Write “yes” on the blank space if you have included those items for submittal of your RFP, and submit this form along with your proposal.

_______ One original proposal (with original signatures and marked “Original”) and three copies of the entire proposal, which includes technical information.

_______ A thumb drive which contains the entire proposal in PDF format, as well as the Cost Proposal (Attachment A) saved in Microsoft Excel format.

_______ Cost Proposal - Attachment A

_______ Proposer's Relative Experience/Reference Form - Attachment B

_______ Proposer's Designated Contact List - Attachment C

_______ Signed Non-Lobbying Certification

_______ Signed Certification Regarding Debarment, Suspension

_______ Signed Drug-Free Workplace Act Certification

_______ Signed Non-Collusion Affidavit

_______ Signed Eligible Proposer Certification

_______ Receipt of Addenda Form (if issued)
### RFP No. 2015-003 Cost Proposal

<table>
<thead>
<tr>
<th>A. Software - Describe your Product Licensing user requirements</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Software/licensing</strong></td>
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<table>
<thead>
<tr>
<th>B. Hardware - Describe Each Product Category and Useful Life</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Hardware</strong></td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Implementation Professional Services &amp; Other</th>
<th>Hours</th>
<th>Ave. Hrly Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Management</td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>2. System Design</td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>3. System Installation</td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>4. System Testing</td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>5. Training and Documentation</td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>6. Warranty</td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>6. Yr. 1 Maintenance/hosting</td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>6. Spare Parts</td>
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<td></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>**Subtotal Implementation Professional Services &amp; Other</td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D. Travel &amp; Miscellaneous (identify number of trips, number of staff per trip, and which tasks)</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfare, mileage, train, transportation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotels</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Meals</td>
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<td></td>
<td></td>
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<tr>
<td>Misc - describe</td>
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<tr>
<td><strong>Subtotal Travel &amp; Misc Costs</strong></td>
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<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E. Verizon Wireless Data Plan (if separate cost from above expenses)</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue vehicles/buses</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Non revenue vehicles</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Data Plan</strong></td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

| Total Not-to-Exceed Year 1                                         |          |           | **$0**|
| Years 2 through 5 Support                                          | Quantity | Cost/Rates | Cost |
| Year 2 Support/maintenance, hosting and data plan                  |          |           |      |
| Year 3 Support/maintenance, hosting and data plan                  |          |           |      |
| Year 4 Support/maintenance, hosting and data plan                  |          |           |      |
| Year 5 Support/maintenance, hosting and data plan                  |          |           |      |
| **Totals Not-to-Exceed Year 2 through 5 Support**                  |          |           | **$0**|
| **Total Not-To-Exceed Project Costs Years 1 through 5**            |          |           | **$0**|

### Notes:
- Identify if service provided is through a subcontract; dispatching occurs at two separate locations.

### Optional Services/Software/Products (not required in SOW). Describe each and cost out - reference where identified in Proposal narrative.

<table>
<thead>
<tr>
<th>Options</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incremental cost to add a setup/system to an expansion bus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incremental cost to transition a setup/system from a revenue bus to a new bus</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Not-to-Exceed Options**

**$0**

I certify that the above costs will be fixed during the contract term and include fully burdened labor rates, overhead, insurance, freight, taxes and profit. I further certify that the pricing and information contained are complete and correct, and will be billed absent

**Signature of Authorized Person**

**Name of Proposer/Firm**
## REFERENCES

Provide a minimum of four similar completed or near completed projects, where your Firm was the Prime Contractor, with work accomplished which best illustrates current qualifications relevant to this project:

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Agency Name &amp; Location</th>
<th>Contract Amount</th>
<th>Contact Name, Title, Email, Phone</th>
<th>Project Length in Months</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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</tbody>
</table>

NOTE: It is important that this sheet be completed and submitted with your proposal. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.
# DESIGNATED CONTACTS LIST

Proposers are required to complete this form and return with Proposal.

<table>
<thead>
<tr>
<th>Requested Information</th>
<th>Comments &amp; Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>Address, City, State and Zip</td>
</tr>
<tr>
<td>Physical Address:</td>
<td>If different than Mailing Address</td>
</tr>
<tr>
<td>Company Type</td>
<td>Select One &amp;/Or Describe Other</td>
</tr>
<tr>
<td>Sole Proprietorship</td>
<td></td>
</tr>
<tr>
<td>Partnership</td>
<td></td>
</tr>
<tr>
<td>Corporation</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
<tr>
<td>Federal Tax ID:</td>
<td></td>
</tr>
<tr>
<td>Name of Authorized Representative</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Contact</td>
<td>Phone:</td>
</tr>
<tr>
<td></td>
<td>FAX:</td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Is your firm a Certified DBE?</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>If Yes, provide your CUCP Certification #:</td>
</tr>
<tr>
<td>Will you use Certified DBE's as Subcontractors?</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>If Yes, which Sub(s)?</td>
</tr>
</tbody>
</table>

**NOTE:** It is important that this form be completed and submitted with your proposal. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.
ATTACHMENT D

Comment: items highlighted in gray will be filled in when Contractor is selected and terms are final.

MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY TEMPLATE
PROFESSIONAL SERVICES AGREEMENT NO. 2015-03

BY AND BETWEEN
MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY
AND
PROPOSER NAME
FOR
SUPPORT TECHNOLOGY & ADMINISTRATIVE RESOURCE (STAR)

This “Agreement” is made as of this ____ day of ______________, 2015, by and between Mountain Area Regional Transit Authority, hereinafter referred to as "MARTA", located at 41939 Fox Farm Rd., Big Bear Lake, California 92315, and Proposer Name, hereinafter referred to as "Contractor", located at Address. MARTA and Contractor are each a "Party" and collectively the "Parties" herein.

RECITALS

WHEREAS, MARTA desires to procure a vehicle locating, scheduling, dispatching, reporting and passenger information system for MARTA’s fleet. This system will include hardware and software installed on MARTA vehicles for the purpose of GPS location and vehicle diagnostics, as well as passenger counting and current systems integration. The system responsible for collecting and managing the data is to be hosted and maintained by Contractor; and

WHEREAS, MARTA desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement; and

WHEREAS, Contractor represents to MARTA that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to MARTA in connection with said services; and

WHEREAS, the Parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.
NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Services.** Contractor shall provide to MARTA the services described in Exhibit A - Scope of Services, hereto and incorporated herein by this reference. Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The Parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. **Compensation**
   a. MARTA shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B (Note: Contractors cost Proposal is submitted in proposal and accepted by MARTA). Contractor shall submit monthly statements to MARTA, which shall itemize the services, performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.
   b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall MARTA be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.
   c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of $XXX,YYY.ZZ (x dollars and y cents).

3. **Documentation and Retention of Materials**
   a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.
   b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of MARTA for inspection at any reasonable time, including but not limited to the U.S. Department of Transportation, Federal Highways Administration or the Federal Transit Administration.
   c. Contractor shall maintain the records and any other records related to the
performance of this Agreement and shall allow MARTA access to such records during the performance of this Agreement and for a period of three years after completion of all services hereunder.

4. **Indemnity.** Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless MARTA, and its employees, officials and agents, hereinafter referred to as “Indemnified Parties”, for all claims, demands, damages, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of MARTA.

5. **Insurance.** Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with the Agreement's Attachment One, hereinafter referred to as “Insurance Requirements.” Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for MARTA’s agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide MARTA notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by MARTA as a material breach of this Agreement by Contractor, whereupon MARTA shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of MARTA pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to MARTA under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. **Assignment.** Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of MARTA, in MARTA’s sole and absolute discretion. Contractor agrees that MARTA shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. **Termination.**
   a. **Termination for Convenience.**
      i. MARTA shall have the right at any time, with or without cause, to terminate further performance of work at any time by giving 30 days written notice to the Contractor of its intent to terminate the Agreement.
ii. Upon such termination, Contractor shall submit to MARTA an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. If the System/Project has been installed, Contractor shall provide a working installation and configuration of the System/Project system to MARTA within 30 days of the termination date. MARTA shall pay Contractor for any services for which compensation is owed. Contractor shall promptly deliver to MARTA all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of MARTA without additional compensation to Contractor.

b. Termination for Cause.
   i. In the event Contractor files a petition in bankruptcy court, or makes a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against Contractor, or a receiver shall be appointed on account of its solvency, or if Contractor shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten calendar days following written notice, MARTA may, without prejudice to any other rights or remedies MARTA may have, (a) hold in abeyance further payments to Contractor; (b) stop any Work of Contractor or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to Contractor specifying the date of termination. In the event of such termination by MARTA, MARTA may take possession of the deliverables and finish Work by whatever method MARTA may deem expedient. A waiver by MARTA of one default of Contractor shall not be considered to be a waiver of any subsequent default of Contractor, nor be deemed to waive, amend, or modify any term of this Contract.

   ii. Contractor shall deliver to the Mountain Area Regional Transit Authority all finished and unfinished Products prepared under this Contract by Contractor or its subcontractors or furnished to Contractor by the Mountain Area Regional Transit Authority within ten working days of said notice.

   c. All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to MARTA, satisfactory in form and content to the MARTA and verified by MARTA. In no event shall Contractor be entitled to any prospective profits or any damages because of such termination.

8. Notices. All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notice(s) in person or by depositing said notice(s) in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
<table>
<thead>
<tr>
<th>MARTA Representative</th>
<th>Contractor Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Kathy Hawksford</td>
<td>Name:</td>
</tr>
<tr>
<td>Title: General Manager/CEO</td>
<td>Title:</td>
</tr>
<tr>
<td>Mailing Address: PO Box 1501, Big Bear Lake, CA 92315</td>
<td>Mailing Address:</td>
</tr>
<tr>
<td>Physical Address: 41939 Fox Farm Rd., Big Bear Lake, CA 92315</td>
<td>Physical Address:</td>
</tr>
<tr>
<td>Phone: 909.963.7200</td>
<td>Phone:</td>
</tr>
<tr>
<td>FAX: 909.878.5207</td>
<td>FAX</td>
</tr>
</tbody>
</table>

9. **Independent Contractor.** The Parties intend that Contractor, in performing the services specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor’s employees, shall not be considered agents or employees of MARTA. Neither Contractor nor Contractor’s employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by MARTA for its employees.

10. **Additional Services.** Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on the percentage of work completed by task, as set forth in Exhibit B, or paid as otherwise agreed upon by the Parties in writing prior to the provision of any such additional services.

11. **Successors and Assigns.** MARTA and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. **Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A – Scope of Services.

13. **Miscellaneous.**
   a. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.
   b. **Modification.** No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.
   c. **Compliance with Laws.** Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, circulars, and ordinances, including but not limited to, FTA Circular’s 4220.1F and 4220.1E., as well as (i) the Americans with Disabilities Act of 1990 (42 U.S.C.
12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Contractor shall pay to MARTA when due all business taxes payable by Contractor.

d. **Delinquent Taxes.** MARTA may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

e. **Governing Law and Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in San Bernardino County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. **Conflict of Interest.** MARTA’s Conflict of Interest Code requires that individuals who qualify as “Contractors” under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and MARTA’s Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term “Contractor” generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that MARTA determines, in its discretion, that Contractor is a “Contractor” under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as “Contractors,” and (2) cause these individuals to file with MARTA’s Representative the “assuming office” statements of economic interests required by MARTA’s Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with MARTA Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by MARTA’s Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. MARTA may withhold all, or a portion of, any payment due under this agreement until all required statements are filed.

g. **Waiver of Rights.** Neither MARTA acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

h. **Ownership and Use of Property Rights.** Unless otherwise expressly provide herein, all original works created by Contractor for MARTA hereunder shall be and remain the property of MARTA. Contractor agrees that any patentable or
copyrightable property rights, to the extent created for MARTA as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

i. Ownership of Materials/Hardware. Unless otherwise expressly provide herein, all materials, hardware, software, tangible products, drawings, designs, purchased by Contractor for MARTA hereunder shall be and remain the property of MARTA. Contractor agrees that any patentable or copyrightable property rights, to the extent created for MARTA as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

j. Incorporation of Attachments and Exhibits. The Attachments and Exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

k. Dispute Resolution. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by MARTA’s Assistant General Manager, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Assistant General Manager shall be final and conclusive unless within ten working days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to MARTA’s General Manager, with a copy to the Assistant General Manager. The determination of such appeal by the General Manager of MARTA shall be final and conclusive unless within ten working days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to MARTA’s Board of Directors. The decision of MARTA’s Board of Directors shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal preceding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Assistant General Manager’s decision.

l. The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law

14. Accessibility Requirements. In addition to those requirements set forth in Subsection 13(C), MARTA requires that all MARTA telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at http://access-board.gov/sec508/standards.htm.
15. Authority, Signatures Required for Corporations.
   a. Contractor hereby represents and warrants to MARTA that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.
   b. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

16. Indemnification for Patient and Intellectual Property Violations
   a. Warranty. Licensor warrants that the Licensed Software, as specified in Licensor's proposal, was developed by the Licensor as its original work and does not infringe any copyright or patent.
   b. Indemnification. In the event of any United States copyright or patent infringement claim brought against MARTA arising out of use of the Licensed Software provided pursuant to this Contract, Licensor will defend, at its expense, and pay any direct costs, including attorneys' fees and damages, made in settlement or finally awarded as a result of such infringement action brought against MARTA, provided (1) Licensor is promptly notified in writing by MARTA that such action is threatened or has been brought; (2) Licensor shall have sole control of the defense of any such action and all negotiations for its settlement or compromise; and, (3) Licensor receives the cooperation and assistance of MARTA.

IN WITNESS WHEREOF, the Parties hereto have executed the within Agreement on the date first written above.

Mountain Area Regional Transit Authority FIRM NAME

By: ___________________________  By: ___________________________
Name: __________________________ Name: __________________________
Title: Chairman, Board of Directors Title: __________________________
Date: __________________________  Date: __________________________
Agreement Attachments (to include, but may not be limited to):

1. Scope of Work
2. Cost Proposal/Form
3. Attachment One: Insurance Requirements for Professional Services Agreements
4. Attachment Two: Federally Required Contract Clauses
**AGREEMENT ATTACHMENT ONE**

**INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES’ AGREEMENTS**

A. **Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to MARTA.

<table>
<thead>
<tr>
<th>Insurance</th>
<th>Minimum Coverage Limits</th>
<th>Additional Coverage Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1 million per occurrence; $2 million aggregate</td>
<td>Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</td>
</tr>
<tr>
<td>Business auto coverage</td>
<td>$1 million</td>
<td>ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1 million per accident for bodily injury and property damage.</td>
</tr>
<tr>
<td>Professional Liability E&amp;O</td>
<td>$1 million per claim; $3 million aggregate</td>
<td>Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.</td>
</tr>
<tr>
<td>Workers compensation and employers liability</td>
<td>$1 million</td>
<td>As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1 million per accident for bodily injury or disease. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of MARTA for all work performed by the Consultant, its employees, agents and subcontractors.</td>
</tr>
</tbody>
</table>
B. Endorsements:
   1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to MARTA in accordance with the policy provisions.
   2. Liability policies shall provide or be endorsed to provide the following:
      a. For any claims related to this project, Consultant’s insurance coverage shall be primary and any insurance or self-insurance maintained by MARTA shall be excess of the Consultant’s insurance and shall not contribute with it; and,
      b. Mountain Area Regional Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant’s insurance at least as broad as ISO Form CG 2010 11 85 or if not available, through the addition of both CG 20 10 and CG 2037 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish MARTA with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by MARTA before work commences and must be in effect for the duration of the contract. MARTA reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:
   1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnities.
   2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
   3. Self-insured retentions above $10,000 must be approved by MARTA. At MARTA’s option, Consultant may be required to provide financial guarantees.
   4. Sole Proprietors must provide a representation of their Workers’ Compensation Insurance exempt status.
   5. MARTA reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
FEDERALLY REQUIRED CONTRACT CLAUSES

The proposer agrees to comply with the following federally required contract clauses. In addition to these clauses, the proposer shall include and submit signed forms with its proposal, the following Certifications/Affidavits:

(1) Non-Lobbying Certification ("LLL") – Must be completed by the prime and submitted with the proposal. All subcontractors performing work shall complete the form(s) and submit within ten (10) after the proposal due date. If there is nothing to report, each firm shall affix a "N/A" on the form.

(2) Certification Regarding Debarment, Suspension – The prime shall complete and submit the "Certification of Debarment, Suspension and other Responsibility Matters" included in this RFP for itself and its principals, and submit the forms with their proposal. Failure to submit the forms may result in the proposal being found non-responsive. If the prime intends to use subcontractors on this project, the prime shall have all subcontractors performing work in excess of $25,000 complete the certification entitled, "Certification Regarding Debarment For Lower Tier Covered Transactions" and submit those forms within ten (10) days after proposal due date.

(3) Drug-Free Workplace Act Certification
(4) Non-Collusion Affidavit
(5) Workers' Compensation Insurance Certification
(6) Eligible Proposer Certification
NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

I, {________ Insert Firm Name ________}, as the Proposer, certifies by signing and submitting this proposal, to the best of my 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 any Federal 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 Federal 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 of Lobbying Activities," in conformance with its instructions.

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, and 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.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Executed this _____ day of ______________, 2015

By: _______________________________
Signature of authorized official

______________________________
Name and Title of authorized official
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secure to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action in item 1. If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes, e.g. RFP.DE-90-001.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(s). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(s). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal official(s). Identify the Federal officer(s) or employee(s) contacted or the officer(s), employee(s) or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material changes</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post award</td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>year ___ quarter ________</td>
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<tr>
<td>e. loan guarantee</td>
<td></td>
<td>date of last report ________</td>
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<tr>
<td>f. loan insurance</td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____ Prime   _____ Subawardee</td>
<td>Congressional District, if known:</td>
</tr>
<tr>
<td>Tier _____, if known</td>
<td></td>
</tr>
<tr>
<td>Congressional District, if known:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CFDA number, if applicable: ______________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>10. a. Name and Address of Lobbying Entity</td>
<td>b. Individuals Performing Services</td>
</tr>
<tr>
<td>(if individual, last name, first name, MI)</td>
<td>(including address if different from No. 10a)</td>
</tr>
<tr>
<td>(attach Continuation Sheets(s) SF-LLL - A if necessary)</td>
<td>(last name, first name, MI):</td>
</tr>
<tr>
<td>11. Amount of Payment (check all that apply):</td>
<td>13. Type of Payment (check all that apply):</td>
</tr>
<tr>
<td>$ _____________________  ___ actual  ___ planned</td>
<td>___ a. retainer</td>
</tr>
<tr>
<td></td>
<td>___ b. one-time fee</td>
</tr>
<tr>
<td></td>
<td>___ c. commission</td>
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<td></td>
<td>___ d. cotangent fee</td>
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<td>___ e. deferred</td>
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<td>___ f. other specify: __________________</td>
</tr>
<tr>
<td>12. Form of Payment (check all that apply):</td>
<td></td>
</tr>
<tr>
<td>___ a. cash</td>
<td></td>
</tr>
<tr>
<td>___ b. in-kind; specify nature: ________________</td>
<td></td>
</tr>
<tr>
<td>value: ________________</td>
<td></td>
</tr>
<tr>
<td>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in item, 11:</td>
<td></td>
</tr>
<tr>
<td>(attach Continuation Sheet(s) SF-LLL-A if necessary)</td>
<td></td>
</tr>
</tbody>
</table>
Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

<table>
<thead>
<tr>
<th>Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: ____________________________</td>
</tr>
<tr>
<td>Print name: ____________________________</td>
</tr>
<tr>
<td>Title: ________________________________</td>
</tr>
<tr>
<td>Telephone No: ___________ Date: _______</td>
</tr>
</tbody>
</table>
DISCLOSURE OF LOBBYING ACTIVITIES (Continuation Sheet)

Reporting Entity: _________________________________
INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

Each Proposer shall complete the "Certification of Debarment, Suspension and other
Responsibility Matters" included in this RFP for itself and its principals, and submit the
certification with its Proposal. Failure to submit the certification may result in the rejection of the
proposal.

If a Proposer plans to use subcontractors on this project, the Proposer shall have all
subcontractors with contracts in excess of $25,000 complete the certification entitled "Certification
Regarding Debarment For Lower Tier Covered Transactions" for and submit that certification
within ten (10) days after proposal due date.

By signing and submitting this Proposal, the prospective prime is providing the certification set out
below. The inability of a person to provide the certification required below will not necessarily
result in denial of participation in this covered transaction. The prospective participant shall submit
an explanation of why it cannot provide the certification set out below. The certification or
explanation will be considered in connection with the MARTA's determination whether to enter into
this transaction. However, failure of the Proposer to furnish a certification or an explanation
shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed
when the department or agency determined to enter into this transaction. If it is later determined
that the prospective primary participant knowingly rendered an erroneous certification, in addition
to other remedies available to the Federal Government, the department or agency may terminate
this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or
agency to which this Proposal is submitted if at any time the prospective primary participant learns
that its certification was erroneous when submitted or has become erroneous by reason of
changed circumstances.

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 the rules
implementing Executive Order 12549. You may contact MARTA for assistance in obtaining a copy
of those regulations.

The prospective primary participant 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 by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this Proposal that it will include the
clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
Lower Tier Covered Transaction," provided by the department or agency entering into this covered
transaction, without modification, in all lower tier covered transactions and in all solicitations for
lower tier covered transactions.

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 proposed for debarment under 48 CFR part 9,
subpart 9.4, 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 List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a 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.

Except for transactions authorized under 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 29, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
Instructions for Certification Regarding Debarment,
Suspension – Lower Tier Covered Transactions

Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29). By signing and submitting this proposal, the prospective lower tier (subcontractor) is providing the certification set out below.

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.

The prospective lower tier participant shall provide immediate written notice to the person to which this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "Proposal or bid," 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. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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.

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

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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.
CERTIFICATION REGARDING DEBARTMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

The {Insert Firm Name and Principle} Certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding the Proposal due date, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local), with commission of any of the offenses enumerated in paragraph 2 herein; and
4. Have not within a three-year period preceding this proposal had one or more public transaction (federal, state or local) terminated for cause or default.

If unable to certify to any of these statements in this certification, the primary participant (Prime) shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT

________________________________________________________________________
Firm Name/Principal

Certifies or affirms the truthfulness and accuracy of the content of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq., are applicable.

Signature and Title of Authorized Official: __________________________________________________________________________
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION-

LOWER TIER COVERED TRANSACTIONS

The ___________________________ (Insert Firm Name and Principle) certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

If unable to certify to any of the statements in this certification, such participant(s) shall attach an explanation to the proposal.

THE LOWER TIER PARTICIPANT

________________________________________________________________________

Firm Name/Principal

Certifies or affirms the truthfulness and accuracy of the content of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable.

Signature and Title of Authorized Official:

________________________________________________________________________
MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY
DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME: ______________________________________________________

The consultant named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 9b), to inform employees about all the following:
   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355 (c), that every employee who works on the proposed contract:
   (a) Will receive a copy of the company's drug-free policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

______________________________________________  ______________________________
Official's Name                                      Date

Executed in County Of: ______________________________

______________________________________________
Official Signature

______________________________________________  ______________________________
Official's Title                                      Federal I.D. Number
NON-COLLUSION CERTIFICATION

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure, any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Company

By

Title

Date

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Non-collusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.
MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY
WORKER'S COMPENSATION INSURANCE CERTIFICATION

The Consultant shall secure the payment of Workmen's Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish MARTA with a certificate evidencing such coverage together with verification thereof as follows:

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

__________________________
Signed

__________________________
Date

__________________________
Print Name and Title
By signing and submitting its bid or proposal, the bidder or proposer hereby certifies that they are not on the Comptroller General of the United States of America list of ineligible bidders.

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

Date __________________________

Name of Proposer __________________________

By __________________________

Title __________________________

By __________________________

Title __________________________

Official Address

________________________________________

________________________________________

________________________________________
FEDERAL CONTRACT PROVISION
FEDEERAL CHANGES
49 CFR Part 18

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

No Obligation by the Federal Government.

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

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

TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1F

a. Termination for Convenience (General Provision) MARTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in MARTA’s best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid. If the Contractor bas any property in its possession belonging to MARTA, the Contractor will account for the same, and dispose of it in the manner MARTA directs.

b. 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, MARTA 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 MARTA 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, MARTA, 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.

c. **Opportunity to Cure (General Provision)** MARTA 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 MARTA'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 MARTA setting forth the nature of said breach or default, MARTA 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 MARTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

e. **Termination for Convenience (Professional or Transit Service Contracts)** MARTA, 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 Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If 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, MARTA may terminate this contract for default. MARTA 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 Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, MARTA may terminate this contract for default. MARTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of MARTA, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and MARTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 MARTA.

j. Termination for Convenience of Default (Cost-Type Contracts) MARTA 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 MARTA 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 MARTA, or property supplied to the Contractor by MARTA. If the termination is for default, MARTA 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 MARTA and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of MARTA, the Contractor shall be paid its contract closeout 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, MARTA determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, MARTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CPR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, and 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services [49 CPR 29.220(b)]. This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required [49 CFR 29.300].

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Suspension and Debarment

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

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

PRIVACY ACT

5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

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

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

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

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

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

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the California Department of Transportation (Caltrans) achieves its federally mandated statewide overall Disadvantaged Business Enterprise (DBE) goal, the Agency encourages the participation of DBE's, as defined in 49 CFR 26, in the performance of Agreements financed in whole or in part with
federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

As required by federal law, Caltrans has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all federally assisted contracts.

To assist Contractors in ascertaining DBE availability for specific item of work, the Agency advises that it has determined that DBE's could reasonably be expected to compete for subcontracting opportunities on this project and the likely DBE Availability Advisory Percentage is 4 percent, consistent with Caltrans' objective. The Agency also advises that participation of DBE's in the specified percentage is not a condition of award.

The Contractor has agreed to carry out applicable requirements of Title 49 CFR 26, in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference.

The Contractor should notify the MARTA's General Manager in writing, of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

DBE as defined in Title 49 CFR 26 and other small businesses are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor 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 the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation 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 recipient deems appropriate.

Any subcontract entered into as a result of the Agreement shall contain all the provisions of this section.

ACCESS TO RECORDS AND REPORTS

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until MARTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(I).
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.
49 U.S.C. 5307

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

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1E

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 FTA Circular 4220.1E, 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 MARTA to be in violation of the FTA terms and conditions.