

Request for Proposals

for

MAINTENANCE PROGRAM REVIEW AND FLEET INSPECTION



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

Service Requested:	Transit Maintenance Inspection
Contract Type:	Professional Services
Number of Contracts:	1
Duration:	3 Years
Funding Source:	Measure A Transportation Sales Tax
Date Issued:	October 12, 2016
Pre-proposal Meeting	November 1, 2016 – 2:00 PM
Deadline for Questions Regarding this RFP:	November 4, 2016 - 3:00 PM
Answers to Questions Posted to Website:	November 9, 2016
RFP Responses Due:	Friday November 18, 2016 - 3:00 PM
Interviews (if necessary):	Week of November 28, 2016 or December 5, 2016
Contract Award:	Monday, December 19, 2016

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REQUEST FOR PROPOSALS:

MAINTENANCE PROGRAM REVIEW AND FLEET INSPECTION

INTRODUCTION

Marin Transit is seeking a qualified firm, team, or individual (Contractor) to conduct a maintenance program review of Marin Transit's four contract operators as well as a complete inspection of all Marin Transit owned vehicles and vehicle records. Marin Transit operates 88 vehicles through four different maintenance and operations (M&O) contracts. In subsequent contract years the selected firm will be expected to inspect up to 25% of the fleet to ensure that maintenance standards are maintained and defects are resolved. Contractor may be asked to perform turnover inspections in the event Marin Transit experiences contractor turnover during the term of this Contract.

PROPOSAL TIMELINE

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

Task	Date
Request for proposals issued by Marin Transit	October 12, 2016
Pre-proposal Meeting	November 1, 2016 – 2:00 PM
Deadline for receipt of written questions and requests for addenda	November 4, 2016 - 3:00 PM
Marin Transit responses and/or addenda issued	November 9, 2016
Proposals due – 3:00 p. m. PST	Friday November 18, 2016 - 3:00 PM
Oral Interviews (if needed)	Week of November 28, 2016 or December 5, 2016
Contract award	Monday, December 19, 2016

BACKGROUND

Background – Marin Transit

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

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

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

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

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

In Fiscal Year 2015/16 Marin Transit initiated a yellow school bus program. The yellow bus program is not a subject of this program review and inspection.

SCOPE OF WORK

The successful contractor will complete an on-site evaluation of all four of Marin Transit's M&O contractor's maintenance practices. This evaluation will include an inspection of all vehicles owned by Marin Transit and of all maintenance records pertaining to these vehicles. Attachment A provides a list of all Marin Transit owned vehicles to be inspected under this Contract. Vehicles are located at four different contractor owned maintenance facilities. Marin Transit's operations contractor staff will be available to move vehicles. Program review and vehicle inspections should be conducted such that on-going operations are not disrupted. This may require Contractor to perform vehicle inspections in the evenings or on weekends.

Task 1: Pre-Inspection

Prior to undertaking the inspection Contractor will develop a review plan and vehicle inspection form for approval by Marin Transit's project manager. Maintenance review plan should insure that vehicle maintenance conforms to: M&O contract requirements, state and federal requirements, manufacturer's standards, and industry best practices. Plan should also include timeline to complete vehicle and record inspections and the date for submittal of final audit/inspection report.

Task 2: Facility, Vehicle, and Record Inspections

Contractor will visually inspect and road test all vehicles and inspect all records pertaining to each vehicle. Specifically, Contractor will review:

- Fleet appearance (cleanliness of interior and exterior, body and/or paint damage)
- Fleet repair
- Preventative maintenance inspection intervals
- Maintenance facility set-up
- Inventory practices
- Record keeping practices
- Warranty management

Any defects discovered in the course of the audit that post a potential safety concern must be brought to the immediate attention of the M&O contractor staff and the Marin Transit project manager.

Task 3: Final Vehicle Maintenance Audit Report

At the completion of the audit, Contractor will meet individually with Marin Transit project manager and M&O contractor staff to review findings from the review and inspection. Subsequent to these individual meetings Contractor will submit to Marin Transit an inspection form for each vehicle inspected as well as a summary report that includes the following:

- Audit scope and methodology
- Overview of overall fleet condition by operations and maintenance contractor and recommendations for maintenance program improvements and/or revised M&O contract requirements
- List of critical (safety related) defects by O&M Contract
- List of all other defects by O&M Contract
- Individual vehicle inspection reports including body diagrams highlighting damage, photographs illustrating significant defects
- Recommendations for future vehicle builds
- Suggested investments that Marin Transit can make to support M&O contractor maintenance

Task 4: Subsequent Years (2) Compliance Inspections

Each of the two years following the initial inspection up to 25% of Marin Transit's fleet will be selected for follow-up inspections. Follow up inspections will include at least one vehicle from each vehicle type. These follow up inspections will follow the same format as the initial inspections. Vehicles and contractors selected for follow up will be based on the results of the original audit and to ensure that a representative sample of the fleet is evaluated.

Task 5: Turnover Inspection (Optional)

In the event that Marin Transit replaces an M&O contractor during the term of this Contract, Contractor will be engaged to perform a turnover inspection in conformance with the requirements of the M&O contract in effect at the time of the turnover.

PROPOSAL REQUIREMENTS

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

Proposals must be organized in the following format:

1. Cover Letter:

- Identify the prime contractor and describe any subcontract arrangements
- Identify the person who is authorized to negotiate for the team
- Indicate that the proposal represents a firm binding offer for 120 days
- Acknowledge receipt of all addenda by addendum number

- Indicate willingness to accept the terms and conditions in the attached Standard Short Form Contract (Attachment C) or list those to which you take exception, and, as appropriate, provide proposed alternate wording (It is not Marin Transit's intent to make substantial changes to the Standard Short Form Contract.)
2. **Relevant Experience:** Provide a brief description of your firm's experience as it relates to transit fleet maintenance and maintenance program reviews and inspections. Highlight similar projects on which the project team or firm have worked.
 3. **Project Staff & Qualifications:** Provide the qualifications and background of the staff members who will be working on this project. Marin Transit is looking for a Contractor with significant experience in transit maintenance and knowledge of all relevant state and federal regulations. Members of the team should have experience with both standard transit buses and cutaways.
 4. **Project Approach:** Describe your firm's approach to providing the services described in the RFP Scope of Work. Develop and describe a conceptual plan that satisfies project objectives and proposal assumptions discussed in the Scope of Work. Explain how Marin Transit and M&O contractor staff will be included in the project. Estimate inspection time per vehicle.
 5. **References:** Provide at least three references (names, current phone numbers, and email addresses) from recent clients.
 6. **Project Cost:** Using the form provided in Attachment B submit a cost per vehicle for inspection services. The cost per vehicle should include the cost of pre-inspection responsibilities and writing of the final report. Cost per vehicle may vary by vehicle type. Unless otherwise stated, cost per vehicle will apply to all three years of the contract and to any optional work related to M&O contract turnovers.

PRE-PROPOSAL MEETING AND QUESTIONS

Potential Proposers are invited to an informational pre-proposal meeting/teleconference on the date and time specified in the Proposal timeline at Marin Transit offices, 711 Grand Avenue, Suite 110, San Rafael, CA 94901. It will be possible to participate in this meeting via conference call. Interested firms should contact Marin Transit staff in advance in order to participate in the pre-proposal teleconference. Questions and answers from the pre-proposal meeting/teleconference as well as others received during the open question and answer time will be provided on Marin Transit's website at <http://www.marintransit.org/purchasing.html>. It is the responsibility of the Proposer to visit Marin Transit's website to obtain the question and answer information as well as any other updates to the RFP.

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

Barbara Duffy
Deputy General Manager
bduffy@marintransit.org

PROPOSAL SUBMITTAL PROCEDURE

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

1. The proposal shall be transmitted with a cover letter as described above.
2. The proposal shall be addressed to:

Marin Transit
711 Grand Ave, Suite 110
San Rafael, CA 94901
Attention: Fleet Maintenance Program Review

3. The proposal must be received at the above address no later than the time specified in the proposal timeline. Late proposals will not be accepted.

PROPOSAL EVALUATION AND AWARD PROCEDURE

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

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

Criteria	Points
Relevant Experience and Project Staff	40
Project Approach	20
References	20
Cost	20
Total	100

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

ADDITIONAL CONSIDERATIONS

Solicitation Disclaimer

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

Confidentiality

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

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

Protests

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

Changes in Scope-of-Work

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

Pre-Contractual Expenses

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

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

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

Verbal Agreement or Conversation

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

Special Funding Considerations

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

Withdrawal of Proposals

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

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

Insurance/Indemnity

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

Personnel

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

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

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

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

Marin Transit must be notified in writing of any changes to personnel and reserves the right to reject changes in staffing.

Ownership of proposals and Data

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

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

Compliance with the Levine Act

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract.

Proposers must submit as part of their proposal the "California Levine Act Statement" found in Attachment D.

Governing Document

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

ATTACHMENT A: MARIN TRANSIT FLEET

Contractor Locations		
Contractor	Abbreviation	Address
Golden Gate Transit	GGT	1011 Andersen Dr. San Rafael CA
Marin Airporter	MA	8 Lovell Ave. San Rafael CA
MV Transportation	MV	600 Rush Landing Dr. Novato CA
Whistlestop	WS	15 Jordan St. San Rafael CA

Fleet Information						
Number of Vehicles	Vehicle Type	Manufacturer	Vehicle Length	Manufacture Year	Average Lifetime Miles	Contractor
10	Articulated Bus	New Flyer	60'	2007	262,804	GGT
7	Hybrid Bus	Gillig	40'	2015	6,544	MV(5) MA(2)
7	Hybrid Bus	New Flyer	35'	2010	298,537	GGT
4	Hybrid Bus	Gillig	30'	2015	5,715	MA
10	XHF Bus	El Dorado National	32'	2008-2012	79,280	MV
1	XHF Bus	El Dorado National	29'	2015	20,691	MV
4	Cutaway	National	32'	2012	211,378	MV
2	Cutaway	El Dorado	27'	2015	49,216	MV
11	Cutaway	El Dorado	24'	2008-2013	181,496	MA
32	Cutaway	El Dorado, Starcraft	20-22'	2009-2016		WS

MARIN TRANSIT**RFP – MAINTENANCE PROGRAM REVIEW AND FLEET INSPECTION**

	Estimated Number of Vehicles		
	Base Year 1	Year 2	Year 3
A. Bus	39	10	10
B. Cutaway	49	12	12
Total	88	22	22

	Cost Per Vehicle		
	Base Year 1	Year 2	Year 3
C. Total Bus			
D. Total Cutaway			
Total			

	Total Annual Cost			
	Base Year 1	Year 2	Year 3	Total
Total Bus (A x C)				
Total Cutaway (B x D)				
Total				

If applicable, please provide your reasoning/justification for any potential price increases throughout the duration of the contract period. If additional space is needed, please attach document to this proposal when all materials are due for submission.

Submitted by (Firm Name):

Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date:

ATTACHMENT C: STANDARD SHORT FORM CONTRACT

Contract Log #

MARIN COUNTY TRANSIT DISTRICT PROFESSIONAL SERVICES CONTRACT

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

RECITALS:

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

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

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

1. **SCOPE OF SERVICES:**

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

2. **FURNISHED SERVICES:**

The District agrees to:

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

3. **FEES AND PAYMENT SCHEDULE:**

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

4. **MAXIMUM COST TO DISTRICT:**

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

5. **TIME OF CONTRACT:**

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

6. **INSURANCE:**

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

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

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

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

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

13. TERMINATION:

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

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

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

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

Exhibit E - Debarment Certification

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

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

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

21. NOTICES:

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

Contract Manager:

Dept. /Location:

Telephone No. :

Notices shall be given to Contractor at the following address:

Contractor:

Address:

Telephone No. :

22. ACKNOWLEDGEMENT OF EXHIBITS



Check applicable Exhibits

CONTRACTOR'S
INITIALS

<u>EXHIBIT A.</u>	☐ Scope of Services	
<u>EXHIBIT B.</u>	☐ Fees and Payment	
<u>EXHIBIT C.</u>	☐ Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	☐ Federal Transit Administration Contract Provisions	
<u>EXHIBIT E.</u>	☐ Contractor's Debarment Certification	
<u>EXHIBIT F.</u>	☐ Subcontractor's Debarment Certification	

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

APPROVED BY

CONTRACTOR

MARIN COUNTY TRANSIT DISTRICT:

By: _____

Name: _____

Title: _____

By: _____

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

County Counsel: _____ Date:

EXHIBIT "A"
to Short Form Contract

SCOPE OF SERVICES (required)

EXHIBIT "B"
to Short Form Contract

FEES AND PAYMENT SCHEDULE (required)

DISTRICT shall pay CONTRACTOR as follows:

- (1) BASE CONTRACT FEE. DISTRICT shall pay CONTRACTOR a Contract fee of \$_____ per month not to exceed \$_____ during the term of the Contract. CONTRACTOR shall submit requests for payment via invoice net 30 days following provision of services.
- (2) MILEAGE. DISTRICT shall not pay CONTRACTOR for travel by private, leased or hired vehicles as required by this Contract.
- (3) TRAVEL COSTS. DISTRICT shall not pay CONTRACTOR for meals, lodging, or other travel costs not included in this Contract. All costs above base Contract fee (the not to exceed limit) are capped at \$_____.]
- (4) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for DISTRICT. Payment for additional services shall be made to CONTRACTOR by DISTRICT if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is \$_____. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$_____.

EXHIBIT "C"
to Short Form Contract

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: _____

CONTRACT TITLE: _____

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

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

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

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

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

Contract Manager Signature:

Date:

ATTACHMENT D: CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308

California Levine Act Statement

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

Marin Transit’s Board of Directors Include:

Damon Connolly
Katie Rice
Kathrin Sears
Steve Kinsey
Judy Arnold
Stephanie Moulton-Peters
Maribeth Bushey
Eric Lucan (alt)

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

___ YES ___ NO

If yes, please identify the director:

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

___ YES ___ NO

If yes, please identify the director:

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

date

(signature of authorized official)

(type or write appropriate name, title)

(type or write name of company)

