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www.marintransit.org

REQUEST FOR PROPOSALS:

Marin Transit Human Resources Consultant Services 2017-12

INTRODUCTION

The Marin County Transit District (Marin Transit) seeks qualified Human Resources Consultant Services. The purpose of the study is to examine the total compensation plan for District positions in comparison to the market area for similar positions.

Proposals must be received by 3:00 p.m. January 18, 2018.

SCOPE OF WORK

Marin Transit is inviting firms to submit a proposal for human resources consulting services as defined below, to conduct an independent salary and benefits study for all District staff. The purpose of the study is to examine the total compensation plan for District positions in comparison to the market area for similar positions.

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.

Marin Transit has an annual operating budget of \$30 million and a capital budget of \$10-\$20 million. Scheduled Marin Transit services encompass all bus routes that begin and end within Marin County. Services are organized by program area. The five programs are:

- Traditional local fixed route service operated in high capacity transit vehicles on major travel corridors
- Community shuttle service operated in smaller vehicles and tailored to serve lower density neighborhoods
- Supplemental transit service for middle and high school students
- Rural fixed route service providing a link between rural west Marin County and the major activity centers in the County

- Muir Woods Shuttle – a seasonal service operated in partnership with the National Park Service to relieve congestion around the Muir Woods National Monument

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

In Fiscal Year 2015/16 Marin Transit initiated a yellow school bus program in the Ross Valley School District. In Fiscal Year 2016/17 school year Marin Transit began providing operational support for school bus programs in two additional school districts. More information can be found at www.marintransit.org.

Background – Marin Transit Employment Structure

Marin Transit has 15 full-time positions and this study will only include the full-time positions. The General Manager is the appointing authority for employees, and the General Manager is employed based on a negotiated contract with the Marin Transit Board of Directors. The organization has a traditional management structure, with three additional Directors with teams of professional and support staff. An organizational chart is included as Attachment A. The General Manager is responsible for setting the policies for employee performance, review, and compensation adjustments within the salary ranges authorized by the Marin Transit Board of Directors.

Unlike many transit agencies, Marin Transit has a defined contribution retirement program and no pension plan. Marin Transit contributes between 10-15% of employee salaries into employee 401(a) accounts. Marin Transit currently has the following levels:

- Director
- Manager
- Senior
- Analyst
- Administrative/Other

Marin Transit's current salary ranges and benefit structure are provided in Attachment B.

Scope of Services

Marin Transit is soliciting for a consultant firm to provide services which include a salary and benefits study to provide a comparison of current salaries and benefits against those of other agencies with similar positions. Study recommendations will be presented to Marin Transit for review, approval, and subsequent implementation in the Fiscal Year 2019 budget process.

The consultant will conduct a formal salary and benefits survey to compare current Marin Transit salary ranges and benefits with those of comparable agencies (between 5-7 agencies). The consultant will recommend appropriate and competitive compensation ranges as compared against the median of selected agencies.

The consultant will prepare a report that includes the following:

- 1) Review of current salary and benefit structure
 - a. Determine whether current structure meets the needs of the agency and if salary levels should be based on employment type, ex: planner, engineer, finance.
 - b. Provide feedback and recommendations for improvements.
- 2) Review current employee compensation
 - a. Comparison of classification salaries to peer organizations.
 - b. Recommendations for changes to maximum and minimum salary levels.
 - c. Comparison of TOTAL compensation, including benefits, to peer organizations.
 - d. Provide any recommendations for adjusting or adding benefits.

The report should include written recommendations along with associated data and calculations in an excel format.

PROJECT TIMELINE

Marin Transit anticipates the consultant would provide preliminary recommendations by March 30, 2017 and completed a final report by April 30, 2017.

SUBMISSION OF PROPOSALS

Proposers must provide one hard copy and one electronic copy to the Marin Transit office. The proposal should not exceed 15 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 15-written page limit.

Section One – Transmittal Letter

A cover letter stating the firm's understanding and capacity to complete the scope of services. The letter needs to be signed by an official authorized by the firm to solicit business and enter into contracts for the firm. The cover letter should include the name, address, email address, and phone number of the Project Manager.

Section Two – Experience and Qualifications

- Provide a brief description of the firm including its history, size, and structure of firm ownership.
- A description summarizing the firm's experience over the past five years in providing similar services to public agencies. Provide specific examples
- A statement identifying the Project Manager and highlighting the experience most relevant to this engagement.

- A description of the firm's understanding of and experience with the San Francisco Bay Area labor market.

Section Three - Outline Approach to Study

Describe the proposed approach for the study, including detail of key tasks and timelines. This may include a discussion with Marin Transit's General Manager and Director of Finance of the firm's general methodology used in conducting such a study and the results of the study.

Section Four – References

Provide references from three different relevant clients. Include the names, emails and telephone numbers for each contact person referenced.

Section Five - Fee Proposal

Propose the fees to be charged by your firm on a not-to-exceed basis. Provide hourly rates and hours by task by key personnel. Identify any reimbursable expenses and provide quote for the project.

EVALUATION CRITERIA

The firm's submittal will be evaluated in accordance with the responsiveness of information as outlined in "Form of Submittal". Submittals will be evaluated as follows:

Criteria	Pts
Cover letter (project understanding)	5
Experience and Qualifications	4
Approach	25
References	15
Cost	15
Total	100

Cost will be one of several factors in the evaluation. However, Marin Transit reserves the right, after the firms have been ranked, to negotiate rates with the selected firm.

Proposed Schedule

Issue RFP	December 21, 2017
Proposal submittals due	January 18, 2018
Issue Purchase Order	January 29, 2018
Deliver draft report to Marin Transit staff	March 30, 2018
Present final report to General Manager	April 30, 2018 (estimated)

Please submit one (1) original submittals and one (1) electronic (pdf) version to:

Lauren Gradia
 Director of Finance and Capital Programs
 Marin Transit
 711 Grand Ave. Ste 110
 San Rafael CA 94901

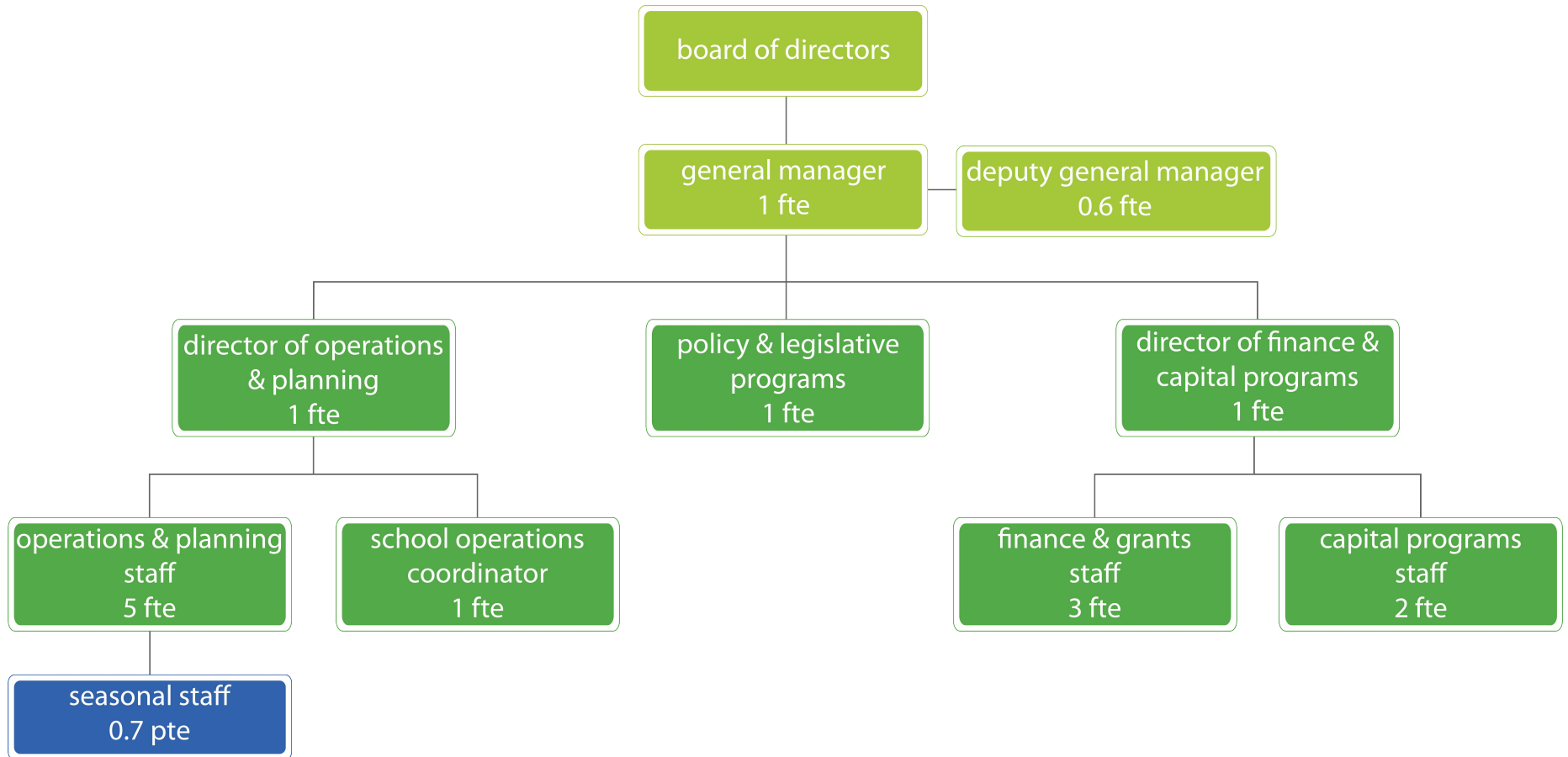
Marin Transit reserves, holds, and may exercise, at its sole discretion, the rights and conditions in regard to this RFP and procurement process indicated below. The firm, by submitting qualifications, acknowledges and consents to the following conditions relative to the procurement process and the ultimate selection of a firm to perform the proposed work:

- 1) Marin Transit reserves the right to cancel this procurement process at any time, for any reason, at its sole discretion; thus, this RFP does not obligate Marin Transit to procure or contract for any services.
- 2) Any qualifications not received by the submittal date and time indicated in the above timeline in this RFP may be rejected and returned.
- 3) All qualification submittals accepted by Marin Transit for evaluation become the property of Marin Transit and will not be returned. Such property, once in Marin Transit's possession, becomes public information and subject to requests under the Public Records Act regardless if a firm as marked the RFP as "confidential".
- 4) Marin Transit reserves the right to seek clarifications from any or each of the proposing consulting firms in order to fully understand the nature of the submittals.
- 5) Marin Transit reserves the right to eliminate any firm from further consideration if the submittal is incomplete or is not responsive to the requirements of this RFP.
- 6) Marin Transit reserves the right to select, negotiate with, and enter into a contract via a purchase order with the firm whose submittal is deemed to be most advantageous to Marin Transit. Further, Marin Transit reserves the right to discuss and negotiate modified or additional terms to those included in the submittal.
- 7) Marin Transit reserves the right to discontinue negotiations with any proposing firm.

QUESTIONS

Questions should be sent via email to Holly Lundgren, hlundgren@marintransit.org , no later than 5:00 p.m. on Thursday, January 4, 2018. An addendum will go out to all registered firms answering any questions received no later than 5:00 p.m. on Monday January 8, 2018.

ATTACHMENT A: ORGANIZATIONAL STRUCTURE



ATTACHMENT B: SALARY & BENEFITS OVERVIEW

Updated July 1, 2016

Employment Framework Attachment E: Marin Transit Employment Classifications and Monthly Salary Ranges

Classification <i>(number of current positions)^{1,2}</i>	FY2017 Monthly Salary Range³	
	Low	High
Director/Deputy (3.5)	\$9,167	\$12,150
Manager (2)	\$7,917	\$10,800
Senior (3)	\$6,667	\$9,450
Analyst (4)	\$5,000	\$7,650
Administrative (0)	\$3,333	\$5,953
Part Time (Muir Woods greeters, interns, outreach)	Minimum wage	\$26.24/hour

- 1) Staffing levels and classifications are approved by the Board annually through the budget process.
- 2) Staff changes within these classification systems are consistent with the current year budget and not to exceed the total number of positions authorized to the General Manager.
- 3) Top salary ranges may not increase annually by more than the consumer price index (CPI, Feb15-16 3.0%). Individually salary increases subject to outcome of annual performance.

ATTACHMENT B: SALARY & BENEFITS OVERVIEW

A SUMMARY OF MARIN TRANSIT STAFF BENEFITS

July 2017

HEALTH & WELLNESS BENEFITS

Medical Insurance :	<i>Employer pays up to 95% of employee+1 premium for base HMO plan towards Employee and Employee +1 premiums; up to 95% of employee+2 premium for base HMO plan for Employee +2; or with proof of coverage, a cash payment equal to the employee only premium for the base HMO plan.</i>
Dental Insurance :	<i>Employer paid</i>
Vision Insurance :	<i>Employer paid</i>
Short-Term Disability Insurance :	<i>1% premium (state) Employer paid</i>
Long-Term Disability Insurance :	<i>Employer Paid Basic</i>
Transit Commute Benefit :	<i>Free Marin Local Transit plus free transit to work up to the federal taxable limit</i>
Dependent Care Assistance Plan :	<i>Available, employee funded, enrollment starting Jan. 1 of each year</i>
Health Flexible Spending Account :	<i>Available, employee funded, enrollment starting Jan. 1 of each year</i>

PAID LEAVE BENEFITS

Vacation :	<i>10 days (80 hours) vacation balances in excess of two times the annual accrual will be cashed out on June 30th. Upon commencement of third consecutive year of employment, employee accrues 15 vacation days annually.</i>
Sick Leave :	<i>12 days (96 hours) annually in Year 1 and 2 of employment, 6 days annually thereafter, unlimited accrual</i>
Holidays :	<i>10 fixed days (8 hours each) annually (New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day & Friday after Thanksgiving, Christmas Day); 1/2 day for Christmas Eve</i>
Jury Duty :	<i>If needed and employee meets criteria</i>
Bereavement Leave :	<i>If needed, up to 3 days (24 hours) per occurrence which meets criteria</i>
Administrative Leave :	<i>2 days (16 hours) annually on July 1, does not accrue.</i>

POST-EMPLOYMENT BENEFITS

Defined Contribution Retirement :	<i>401(a) Employer paid 10% 0-2 years; 13% >2 years; 15% >4 years; vesting after 6 months</i>
Social Security :	<i>Employee/Employer Paid (currently 6.2%/6.2%)</i>
Life Insurance :	<i>1x Salary employer paid, supplemental coverage available</i>
Deferred Compensation :	<i>457 Plan available</i>

ATTACHMENT B: SALARY & BENEFITS OVERVIEW

A SUMMARY OF MARIN TRANSIT MANAGEMENT BENEFITS

July 2015

HEALTH & WELLNESS BENEFITS

Medical Insurance :	<i>Employer pays up to 95% of employee+1 premium for base HMO plan towards Employee and Employee +1 premiums; up to 95% of employee+2 premium for base HMO plan for Employee +2; or with proof of coverage, a cash payment equal to the employee only premium for the base HMO plan.</i>
Dental Insurance :	<i>Employer paid</i>
Vision Insurance :	<i>Employer paid</i>
Short-Term Disability Insurance :	<i>1% premium (state) Employer paid</i>
Long-Term Disability Insurance :	<i>Employer Paid Basic</i>
Transit Commute Benefit :	<i>Free Marin Local Transit plus free transit to work up to the federal taxable limit</i>
Dependent Care Assistance Plan :	<i>Available, employee funded</i>
Health Flexible Spending Account :	<i>Available, employee funded</i>

PAID LEAVE BENEFITS

Vacation :	<i>10 days (80 hours) vacation balances in excess of two times the annual accrual will be cashed out on June 30th. Upon commencement of third consecutive year of employment, employee accrues 15 vacation days annually.</i>
Sick Leave :	<i>12 days (96 hours) annually in Year 1 and 2 of employment, 6 days annually thereafter, unlimited accrual</i>
Holidays :	<i>10 fixed days (8 hours each) annually (New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day & Friday after Thanksgiving, Christmas Day), 1/2 day for Christmas Eve</i>
Jury Duty :	<i>If needed and employee meets criteria</i>
Bereavement Leave :	<i>If needed, up to 3 days (24 hours) per occurrence which meets criteria</i>
Management Administrative Leave :	<i>5 additional days (40 hours) annually on July 1, does not accrue.</i>

POST-EMPLOYMENT BENEFITS

Defined Contribution Retirement :	<i>401(a) Employer paid 10% 0-2 years; 13% >2 years; 15% >4 years; vesting after 6 months</i>
Social Security :	<i>Employee/Employer Paid (currently 6.2%/6.2%)</i>
Life Insurance :	<i>1x Salary employer paid, supplemental coverage available</i>
Deferred Compensation :	<i>457 Plan available</i>

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**

EXHIBIT A.

<input type="checkbox"/>	Scope of Services	
<input type="checkbox"/>	Fees and Payment	
<input type="checkbox"/>	Insurance Reduction/Waiver	
<input type="checkbox"/>	Federal Transit Administration Contract Provisions	
<input type="checkbox"/>	Contractor's Debarment Certification	
<input type="checkbox"/>	Subcontractor's Debarment Certification	

EXHIBIT B.

EXHIBIT C.

EXHIBIT D.

EXHIBIT E.

EXHIBIT F.

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

CONTRACTOR

By: _____

Name: _____

Title: _____

APPROVED BY

MARIN COUNTY TRANSIT DISTRICT:

By: _____

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

County Counsel: _____ Date: _____

EXHIBIT "A"

SCOPE OF SERVICES (required)

EXHIBIT "B"

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"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: _____

CONTRACT TITLE: _____

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

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

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

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

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

Contract Manager Signature:

Date:
