

Request for Qualifications

for

ON-CALL PUBLIC INFORMATION AND OUTREACH SERVICES



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

Service Requested:	Public Information and Outreach
Contract Type:	Professional Services
Number of Contracts:	1
Duration:	24 months with option to extend
Funding Source:	Measure A Transportation Sales Tax
Date Issued:	Tuesday, September 11, 2018
Pre-proposal Meeting	No Pre-proposal Meeting
Deadline for Questions Regarding this RFQ:	Friday, September 21, 2018- 3:00 PM PST
RFQ Responses Due:	Monday, October 3, 2018- 3:00 PM PST
Interviews (if necessary):	Week of October 15, 2018
Contract Award:	Monday, November 5, 2018

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REQUEST FOR QUALIFICATIONS:

On-Call Public Information and Outreach Services

INTRODUCTION

Marin Transit is seeking a firm to provide on-call public information and outreach services for Marin Transit projects and programs in the following areas:

Task 1: Messaging and Strategic Planning

Task 2: Public Outreach and Marketing

Task 3: Media Relations

Task 4: Collateral Materials

Task 5: Ribbon Cutting Ceremony

Task 6: Other outreach services

The goals of the services requested in this Request for Qualifications are to:

- Educate residents and voters about the value of public transit and maintain a positive public perception
- Inform community about Marin Transit's new services, innovative projects, fleet upgrades, and other updates as applicable
- Educate residents about Marin Transit's contribution to the county
- Educate residents about funding for Marin Transit, and the benefits of investing in public transit
- Elevate Marin Transit rider's voices so that residents and voters hear from those who benefit from their investment

PROPOSAL TIMELINE

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

Task	Date
Request for qualifications issued by Marin Transit	Tuesday, September 11, 2018
Deadline for receipt of written questions and requests for addenda	Friday, September 21, 2018
Marin Transit responses and/or addenda issued	Tuesday, September 25, 2018
Proposals due – 3:00 p. m. PST	Wednesday, October 3, 2018
Oral Interviews (if needed)	Week of October 15, 2018
Contract award	Monday, November 5, 2018

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

In June 2018 Marin Transit initiated Connect service, a new micro transit pilot program, that provides door to door, on-demand public transit service within Northern San Rafael.

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 the following school year, Marin Transit began providing operational support for school bus programs in two additional school districts.

Background – Measure A

Marin voters approved a 20-year ½ cent transportation sales tax (Measure A) in 2004 that designates 55 percent of revenues to local transit services. This dedicated local funding enables the District to pay for and improve local bus and shuttle services and provide targeted mobility programs for Marin senior, disabled, and low-income residents. The District relies on the availability of a dedicated local funding source to secure federal, state, and regional funding for public transit operations, equipment, and facilities.

Since the passage of Measure A, Marin Transit has significantly expanded the range of public transit services offered in the County with the goal of providing each community, neighborhood and segment of the population with services tailored to their unique needs. Marin Transit now provides over 3.2 million rides a year across its diverse services.

SCOPE OF WORK

This is an on-call contract to be executed by task order. The services are divided into six overall task areas, with sub-tasks/activities under each task area.

Task 1: Messaging and Strategic Planning

1. Work with Marin Transit to develop or expand key messages to share with residents and voters. Examples include:

- Muir Woods Shuttle reservation system launched in January 2018
- Impacts of voter-approved changes to transportation funding on Marin Transit
- Marin Access information – technology classes, office hours, other senior services
- Aging in place in Marin County – how Marin Transit helps make it possible
- Two years since service expansion – how riders are using Marin Transit’s improved services
- Marin Transit is a lifeline – how public transit connects communities to critical services
- San Rafael Transit Center study launch
- Marin Transit Connect pilot program
- Fleet upgrade and launch of electric buses

2. Create a **Strategic Communications Plan** to disseminate messaging to residents. The plan will: identify key segments of the population to target for outreach effort; provide effective communication specifically tailored to each population; and use new and traditional communications technologies to deliver regular timely updates and, where appropriate, receive public feedback and comments.

Specific plan components will:

- Identify stakeholders and their organizational roles and responsibilities
- Develop specific project messaging
- Propose method and frequency for communicating with the general public (e. g. in person vs. print and social media, existing board and council meetings vs. special meetings and providing a method for comment), recognizing that much of Marin Transit’s ridership is Spanish-speaking
- Provide a schedule of meetings
- Include a timeline and milestones for all actions in the plan with press releases, public meetings, and notifications as applicable

Marin Transit expects that the selected contractor will complete the **Strategic Communications Plan** within two weeks of receiving a Notice to Proceed on each Task Order.

Monthly activity reports are expected to describe the contractor’s progress in implementing the community outreach plan and identify the activity plan for the upcoming month.

Task 2: Public Outreach and Marketing

1. Lead marketing efforts, staff events, and provide on-site outreach to promote Marin Transit's new services and programs
2. Facilitate forums for Marin Transit to employ its messaging. Examples of possible forums are:
 - Meetings with Community Based Organization (CBO) leaders that include Marin Transit staff and Board members to strengthen relationships between Marin Transit and CBO leaders, identify ways to better support of community needs, and facilitate CBO leader engagement around common goals of supporting transit. Community Based Organizations may include Canal Alliance, Canal Welcome Center, Next Generations Scholars, and others. Shared outreach efforts with CBOs and other public agencies as applicable
 - Periodic email blast to Marin Transit subscribers. Potential email content may include press hits, service updates, infographics, and Marin County news
 - Take advantage of Marin Transit's recent website launch to explore tools and opportunities for directing traffic to the new website and engaging riders and members of the public to communicate with Marin Transit

Task 3: Media Relations

Lead media outreach to ensure coverage of Marin Transit's messaging and outreach:

- Provide media kits, news releases, and presentations
- Seek positive publicity for Marin Transit through featured news stories, media releases and letters to the editor
- Provide basic media training to help the District answer questions and engage with the media and the public
- Coordinate meetings with editorial boards
- Coordinate ad placements
- Develop social media messaging
- Place radio ads
- Develop Marin Transit messaging guide for the District's Board of Directors

Task 4: Collateral Materials

Bring Marin Transit's story to life through eye-catching design. New graphics may be used for:

- Brochures
- Banners
- Email blasts
- Printed advertisements
- Inside bus advertisements
- Website
- Presentations

Task 5: Ribbon Cutting Ceremony

Plan and manage ribbon-cutting ceremonies within a pre-defined event budget. The selected firm will be expected to provide staffing, coordinate and develop notifications and event promotion through social media, e-newsletters, and collaterals, coordinate photography, develop and promote press releases and media coverage, etc.

Task 6: Other Outreach Services

Within the selected firm's expertise, Marin Transit request other types of outreach services through this contract.

Task Orders

Marin Transit will establish work under the Agreement as needed on an individual task order basis. There is no guaranteed minimum level of compensation. Marin Transit reserves the right to procure the services described in these solicitation documents from other firms at its sole discretion. The District may issue task orders under the Agreement any time during the base term or option years. A not to exceed amount will be set for each task order.

The availability of key personnel must be flexible to meet the needs of the project. Marin Transit expects all individuals identified as key personnel shall remain on the Public Information and Outreach team for the duration of the contract, unless the District agrees upon a replacement.

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 firm
- 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 A) 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 public outreach, public information, media relations and graphic design. Highlight similar projects on which the project team or firm have worked. Describe any experience working with transit and/or government agencies. Include a description of your experience working with the media in Marin County.

3. Project Staff & Qualifications: Provide a summary of the qualifications and background of the staff members who will be working on this project.

4. **Project Approach:** Describe your firm's approach and any special ideas and techniques or suggestions that you believe will make for a successful partnership. Include an understanding of the consultant's role in providing services as described in the RFQ Scope of Work.
5. **Previous work** examples should be provided in an appendix and include:
 - Graphic design, such as brochures or advertisements
 - Copywriting for an audience, such as editorial or newsletter
 - Sample press release
 - Digital media development, i.e. video, web applications, etc.
6. **References:** Provide at least three references (names, current phone numbers, and email addresses) from recent clients. Ideally, references should be provided for the work examples (requested in #5).
7. **Project Cost:** Provide an hourly rate sheet for key personnel and supporting team members to be assigned to this contract, and a summary of any other related costs that are to be billed directly. Provide a sample Task Budget for one or more of the tasks described in the scope of services, indicating the number of staff hours by position/key staff that would be allocated for the effort. Direct costs such as printing, purchasing food and supplies for events, should be billed directly to Marin Transit by the appropriate vendor with no additional mark up from the selected firm.

Team Member	Position	Hourly Rate
Project Manager		
Key Personnel (senior)		
Key Personnel (Intermediate)		
Key Personnel (Junior)		
Support		
Support		
Add on as needed		

QUESTIONS

Answers to questions received during the open question and answer time will be provided on Marin Transit's website (<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 RFQ.

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

Nancy Whelan
General Manager
nwhelan@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: Public Information and Outreach proposal

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	30
Project Approach	15
Examples of Previous Work	15
References	20
Cost/Hourly Rates	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 Qualification (RFQ) 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 RFQ 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 must 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 RFQ
- 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 RFQ. 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 RFQ.

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 RFQ or any contract resulting from this procurement.

Special Funding Considerations

Any Contract resulting from this RFQ 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 A, the Standard Short Form Contract.

Personnel

The contractor will be solely responsible for maintaining a qualified labor force and for the satisfactory work performance of all employees as described by this RFQ. 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 B.

Governing Document

Any item of work contained in either the RFQ 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 RFQ govern over the proposal unless specifically stated otherwise.

ATTACHMENT A: 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. TASK ORDER PROCEDURE:

This is a task order contract. Each task order issued hereunder shall be identified by number, issued consecutively by the time of District's approval of the task. All work hereunder will be performed in accordance with the following:

- a. Each task hereunder will be initiated by a request from District for the Consultant to propose an approach to the specified task. Consultant's proposal will include the personnel to be employed, the estimated hours for each, and a firm fixed price. If personnel nominated for a task are outside the categories and hourly rates contained herein, Consultant shall identify the hourly rate and explain the reason for employing such personnel. Each such proposal may be negotiated regarding any matters other than the hourly rates established in the base contract.
- b. The approved amounts per task order will be consistent with the annual budget as approved by the District Board of Directors. Upon acceptance of Consultant's proposal, District shall issue a task order and notice to proceed to Consultant. Consultant shall promptly perform the services included in the task to District's satisfaction.
- c. Payment for each task shall be generally in accordance with the payments Section above. Consultant shall invoice separately for each task; each invoice shall be identified by the contract and task number. Consultant may invoice monthly on the basis specified in the task order for specified deliverables.

As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Consultant agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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).

15. 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.

16. 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.

17. 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.

EXHIBIT B.

EXHIBIT C.

EXHIBIT D.

EXHIBIT E.

EXHIBIT F.

<input checked="" type="checkbox"/>	Scope of Services	
<input checked="" 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	

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.

The contract fee shall be based on the hourly rate provided for key personnel and supporting team members that are assigned to this task order/contract, and a summary of any other related costs that are to be billed directly.

- (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	<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: _____

ATTACHMENT B: CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308

California Levine Act Statement

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

Marin Transit’s Board of Directors Include:

Damon Connolly
Katie Rice
Kathrin Sears
Dennis Rodoni
Judy Arnold
Stephanie Moulton-Peters
Kate Colin
Eric Lucan (alt)

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

___ YES ___ NO

If yes, please identify the director:

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

___ YES ___ NO

If yes, please identify the director:

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

date

(signature of authorized official)

(type or write appropriate name, title)

(type or write name of company)