

Request for Proposal

for

COMPUTER NETWORK AND INFORMATION TECHNOLOGY SUPPORT SERVICES



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

Service Requested:	Information technology support and computer systems maintenance
Contract Type:	Professional Services
Number of Contracts:	1
Duration:	Three years with two one-year optional extensions
Funding Source:	Local Funding
Date Issued:	October 13, 2020
Pre-Proposal Virtual Site Visit	October 26, 2020 - 2:00 PM
Deadline for Questions Regarding this RFP:	October 29, 2020 - 3:00 PM
Proposals Due:	November 12, 2020 - 3:00 PM
Interviews (if necessary):	Week of November 16, 2020
Contract Award:	December 7, 2020

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MARIN TRANSIT REQUEST FOR PROPOSALS

INFORMATION TECHNOLOGY SUPPORT SERVICES

INTRODUCTION

Marin Transit requests proposals from qualified individuals or firms to provide computer network and information technology (IT) support services. Marin Transit does not have in-house IT staff so the individual or firm selected for this project will be expected to comprehensively support all of Marin Transit's IT applications. Specific services required under the contract include: maintenance of desktop workstations; maintenance of in-house server; network support for Marin Transit's local area network; coordination with telephone, internet and printer providers; and consulting on potential new IT projects and needs as needed.

The following request for proposals describes the project background, the required services, the proposal requirements, and the evaluation process. Proposals must be submitted by 3:00 PM on Thursday November 12, 2020.

BACKGROUND

Marin County Transit is a public agency providing local bus and shuttle service within Marin County including transportation programs for seniors and the disabled. In addition to standard IT office needs Marin Transit runs a variety of transit specific IT. Marin Transit currently uses outside vendor services and proprietary maintenance agreements to provide maintenance and support on an as needed basis.

The services to be provided under this contract fall into two categories: support of Marin Transit's office computer systems, and support of Marin Transit's paratransit dispatch system. The equipment to be maintained under this contract is primarily housed at two separate locations as described below.

Marin Transit Administrative Offices - 711 Grand Ave. San Rafael

The office has 16 full time employees. User workstations are Windows desktop or laptop computers networked in a Windows Active Directory environment. The Windows server services provide file sharing, printer sharing, Abila Fund Accounting, Microix Workflow, and ArcGIS license management. User workstations are password protected and antivirus programs are installed. Users' applications are Microsoft Office, Abila Fund Accounting, Microix Workflow, ArcGIS, Adobe Creative Cloud suite, Google G-Suite, Fulcrum, TransTrack, GMV Syncromatics, Internet web browser, and other common tools.

User workstations are a mix of laptops and desktops. From outside the office, laptop users use Cisco VPN client to access the office network remotely and securely.

Google Apps for Business is Marin Transit's choice of email, calendar, and other collaboration tools. Users access email and calendar via a web browser, Outlook client, tablet device, and smart phone.

Marin Transit uses a hosted transit industry data management system TransTrack that relies on imported data from multiple sources including Genfare Odyssey fareboxes and Golden Gate Transit databases.

Office network infrastructure is provided by category 6 Ethernet cable with Cisco gigabyte switch. Internet connection is business grade dedicated Internet access. Marin Transit utilizes Cisco enterprise grade routers and firewall for multiple layer security from the Internet.

Servers and network equipment are protected by uninterruptable power supply.

Print, scan, and copy are provided by a Kyocera in a network copier as well as one additional laser printer used by the finance department.

Phone system is Avaya IP Office.

Note: Marin Transit's current lease for the 711 Grand Ave. location is up June 30, 2024. At that time Marin Transit may choose to stay in their current location or move to a different location. Should the need for a move occur the individual or firm should be available for the additional hours that would be required to support such a move. This could include, but is not limited to, infrastructure design at the new location, movement, and setup of hardware as well as coordination of wiring and other necessary items required to facilitate such a move.

Laptops to support GFI electronic Fareboxes

In addition to the permanent facilities above, two laptops are configured to support Marin Transit's electronic farebox application (GFI). These laptops are used by Marin Transit's contractors in the field and can be returned to the Marin Transit offices for upgrades and support. Marin Transit remotely accesses these computers using GoToMyPC.

A complete inventory of Marin Transit's current IT related assets is provided in Attachment A.

REQUIRED SERVICES

Administrative Office Computer System Maintenance and Support

1. On call and email requests
 - a. Diagnose and troubleshoot
 - i. Internet access problems
 - ii. Network applications issues
 - iii. User authentication issues
 - iv. User computer hardware issues
 - v. User computer software issues
 - b. Purchase and set up new computer and associated equipment
 - c. Add and remove user accounts
 - d. New employee phone set-up
 - e. File recovery
 - f. Computer software and hardware upgrades
 - g. Evaluate new software applications or upgrades
 - h. Recommend new hardware specifications and provide quotations
 - i. Train users on computer operations (as needed)
 - j. Maintain server rack and networking equipment
 - k. Work with Internet service provider
 - l. Work with phone system contractor
 - m. Work with alarm system contractor
 - n. Work with network cabling contractor
 - o. Update system documentation
 - p. Maintain computer and hardware inventory and warranties
2. **Routine Maintenance**
 - a. Weekly maintenance
 - i. Server backup check
 - ii. Server backup off-site device check
 - iii. Server performance and disk usage check
 - iv. Server date and time check
 - v. Server services check
 - vi. Server event logs check
 - vii. Network printers check

- b. Monthly maintenance
 - i. Network equipment performance check
 - ii. Network equipment intrusion check
 - iii. Network equipment utilization and logs check
 - iv. Network equipment capture information to analyze usage and changes
 - v. Network equipment check stacks, interfaces, lines error, VLAN related
 - vi. Maintain voice mail server
 - vii. Server software update check
 - viii. Application software update check
 - c. Maintain software licenses for user workstations
 - i. Maintain computer and software Inventory
 - ii. Maintenance user workstation as requested
 - d. Annual maintenance
 - i. Server warranty check
 - ii. Computer warranty check
 - iii. Software maintenance and subscription renewal
 - iv. Hardware maintenance renewal
3. **Support GFI Equipped Laptops (2)**
- a. SugarSync backup of GFI database spot check
 - b. Provide remote access to GFI laptops for office staff (currently GoToMyPC)
 - c. Call support and help troubleshoot GFI related issues
 - d. Setup new GFI laptops (if needed)
4. **Overall Information Technology Support**
- a. Inventory – Maintain an up-to-date inventory of all Marin Transit computer related hardware and software
 - b. Procurement – Assist Marin Transit personnel with software and hardware purchases
 - c. Security – Ensure computers and equipment are safe from viruses and hacking
 - d. Provide IT consulting support for evaluation and installation of new technology.
5. **Potential Future Projects**
- a. Aid with a future Virtual Private Server (VPS) in the event Marin Transit updates its website
 - b. Provide support for upgrades to the Trapeze™ system (i.e. setting up and procuring new servers, etc.)
 - c. Provide support for installation of contract management software
 - d. Provide support for internal communications software project
 - e. Other software/hardware projects as needed

Maintenance and Support for Paratransit Dispatch System

1. As needed support tasks

- a. User site set up and support
 - i. Support Marin Transit users for access to Trapeze application
 - ii. Connect to PASS program through VPN and troubleshoot issues

PROPOSAL REQUIREMENTS

Proposers should provide an electronic copy to kgreen@marintransit.org no later than 3:00 PM PDT on November 12, 2020. The proposal should not exceed 10 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.

Proposals should be organized in the following format:

1. **Letter of Transmittal:** The letter of transmittal must contain the following statements and information:
 - a. Company name, address, telephone number(s), and website
 - b. Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed
 - c. Federal and State taxpayer identification numbers of the firm
 - d. Signature of a corporate officer or person authorized to bind the vendor to the proposal and cost schedule
 - e. A statement indicating that the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date, and will become part of the contract negotiated with the District
2. **Company Profile:** The profile of the firm should include at a minimum:
 - a. Length of time in business
 - b. Length of time in providing proposed services
 - c. Number of clients
 - d. Number of clients in the public sector
 - e. Number of full-time employees and area of involvement: Technical Support, Programming, Consulting, Sales Support, Administrative Support
 - f. Location of office to service the account
 - g. DBE certification status, if applicable
3. **Project Staff:** Identify the account or project manager and other key staff who will work on this project. Provide the following information for all staff who will **actively** work on this project:
 - a. Experience and education related to the work required on this contract
 - b. Number of years in the industry
 - c. Number of years with the firm
4. **Work Plan:** Provide a detailed proposal that describes how required services will be provided. Marin Transit anticipates that the most significant portion of this contract will be dedicated to

on-going maintenance of equipment. Proposers are asked to identify the time needed to perform each of the maintenance tasks listed above. Below is a sample format for providing this information.

Equipment	Task	Time to complete	Frequency

Include in your work plan the response time to address issues that occur both during business hours and after hours and on weekends. As Marin Transit operates early morning, weekend, and evening paratransit service, after hour support services could be required for the equipment at the paratransit operations facility.

5. **Project Cost:** Provide an hourly rate(s) for services for each year of the contract including the option years and a proposed not to exceed overall annual cost for services for the initial contract year. Contractor will be reimbursed for equipment/software purchased for this contract at cost.
6. **References:** Provide at least three references (names and current phone numbers and email addresses) from recent customers (previous three years). Include a brief description of the work associated with each reference.
7. **Professional Services Contract:** Indicate your willingness to accept the terms and conditions in the Standard Short Form Contract (Attachment B) 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.

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 should be emailed to kgreen@marintransit.org and addressed to:

Attention: Keith Green
3. The proposal must be received at the above email address no later than 3:00 PM on November 12, 2020. Late proposals will not be accepted.
4. If deemed necessary by the selection panel, Marin Transit will conduct interviews during the week of November 16, 2020.
5. Questions pertaining to this RFP, the Scope of Services, or the proposal should be submitted by October 29, 2020- 3:00 PM and directed to:

Keith Green
 Capital Analyst
 415-226-0870
kgreen@marintransit.org

PROPOSAL EVALUATION AND AWARD PROCEDURE

The individuals/firms are invited to an informational pre-proposal virtual site visit scheduled for **October 26, 2020 at 2:00 PM. The meeting will be conducted via google meeting teleconference.** Questions

and answers from the pre-proposal virtual site visit as well as others received during the open question and answer time will be provided on the Marin Transit website (<http://www.marintransit.org/purchasing.html>). It is the responsibility of the proposer to visit the Marin Transit website to obtain the question and answer information as well as any other updates to the RFP.

All proposals will be evaluated and ranked based on the criteria defined below. Following the ranking process, the top individuals/firms may be invited to an interview to be scheduled during the week of November 16, 2020. Marin Transit plans to take an award recommendation to its Board on December 7, 2020.

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

Criteria	Pts.
Proposer's Past Experience with Similar Work	35
Proposed Work Plan	30
Cost	35
Total	100

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

PROPOSAL TIMELINE

Task	Date
Request for Proposals issued by Marin Transit	October 13, 2020
Pre-proposal virtual site visit <i>(711 Grand Ave, Suite 110, San Rafael, CA at 2:00 PM)</i>	October 26, 2020
Deadline for receipt of written questions and requests for addenda	October 29, 2020
Marin Transit responses and/or addenda issued	November 5, 2020
Proposals due – 3:00 p.m. PST	November 12, 2020
Interviews (if needed)	Week of November 16, 2020
Contract Award	December 7, 2020

SOLICITATION DISCLAIMER

Marin Transit reserves the right to reject any and all responses. Marin Transit reserves the right to award to other than the low 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.

PROTESTS

A copy of Marin Transit's written protest procedures may be requested by contacting Marin Transit at info@marintransit.org.

ATTACHMENT A: INFORMATION TECHNOLOGY ASSET INVENTORY

Updated	Warranty Expire	Model	Type	CPU	OS	Memory	HDD_Total	Monitor	2nd Monitor
5/18/2018	5/1/2023	Dell Latitude 7490	Lap	Intel Core i7-8650U 1.9GHz	Windows 10 Pro	16 GB	256 GB	Dell 24 inch	Dell 24 inch
12/18/2018	12/11/2023	Dell Latitude 7490	Lap	Intel Core i7 - 8650U 1.9GHz	Windows 10 Pro	16 GB	256 GB	Dell 24 inch	
3/21/2017	3/16/2022	Dell Latitude 7480	Lap	Intel Core i7-7600U Dual Core 2.80Gz	Windows 10 Pro	16 GB	500 GB		
4/30/2020	4/20/2025	Dell Latitude 7400	Lap	Intel Core i7-8665U, 1.9GHz	Windows 10 Pro	16 GB	256 GB		
4/1/2020	3/14/2025	Dell Latitude 7400	Lap	Intel Core i7-8665U, 1.9GHz	Windows 10 Pro	32 GB	256 GB	Dell 19 inch	Dell 19 inch
3/8/2018	3/7/2021	Dell Latitude E5550	Lap	Intel Core i7-5600U 2.59GHz	Windows 10 Pro	8 GB	256 GB	Dell 20 inch	Dell 20 inch
2/22/2017	8/26/2021	Dell Optiplex 7040	Desk	Intel Core i7-6700 3.4GHz	Windows 10 Pro	16 GB	224 GB	Dell 19 inch	Dell 19 inch
12/12/2018	12/11/2023	Dell Latitude 7490	Lap	Intel Core i7-8650U 1.9GHz	Windows 10 Pro	16 GB	256 GB	Dell 24 inch	Dell 24 inch
7/6/2016	7/4/2021	Dell Latitude E5470	Lap	Intel Core i7-6600U 2.6GHz	Windows 10 Pro	16 GB	500 GB	Dell 24 inch	Dell 24 inch
1/23/2019	1/15/2024	Dell Optiplex 7060	Desk	Intel Core i7-8700 4.6Ghz	Windows 10 Pro	16 GB	256 GB	Dell 20 inch	Dell 20 inch
12/28/2018	12/11/2023	Dell Latitude 7490	Lap	Intel Core i7 - 8650U 1.9GHz	Windows 10 Pro	16 GB	256 GB	Dell 24 inch	
5/18/2018	4/28/2023	Dell Latitude 7490	Lap	Intel Core i7-8650U 1.9GHz	Windows 10 Pro	16 GB	236 GB	Dell 24 inch	Dell 24 inch
5/8/2018	5/1/2023	Dell Latitude 7490	Lap	Intel Core i7-8650U 1.9GHz	Windows 10 Pro	16 GB	236 GB	Dell 24 inch	Dell 24 inch
3/16/2020	3/16/2024	Dell Latitude 7400	Lap	Intel Core i7-8665U 1.9GHz	Windows 10 Pro	16 GB	256GB	Dell 24 inch	Dell 24 inch
5/25/2016	5/23/2021	Dell Latitude E5470	Lap	Intel Core i7-6600U	Windows 10 Pro	8 GB	256 GB	Dell 20 inch	Dell 20 inch
9/14/2018	9/4/2023	Dell Latitude 7490	Lap	Intel Core i7 - 8650U 1.9GHz	Windows 10 Pro	16 GB	475GB	Dell 19 inch	Dell 19 inch
6/12/2018	6/5/2023	Dell Latitude 7490	Lap	Intel Core i7-8650U 1.9GHz	Windows 10 Pro	16 GB	450 GB	Dell 24 inch	Dell 24 inch
5/8/2018	7/15/2016	Dell OptiPlex 9010 MT	Desk	Intel Core i5-3470 3.2 GHz	Windows 7 Pro	8 GB	450 GB	Dell 20 inch	Dell 20 inch
7/22/2016	7/20/2021	Dell Latitude E5470	Lap	Intel Core i7-6820HQ 2.71GHz	Windows 10 Pro	16 GB	500GB		
6/12/2018	6/5/2023	Dell Latitude 7490	Lap	Intel Core i7-8650U 1.9GHz	Windows 10 Pro	16 GB	236 GB		
8/31/2018	8/22/2023	Dell Optiplex 3060	Desk	Intel Core i7-8700T 2.4GHz	Windows 10 Pro	16 GB	236GB		
12/28/2018	12/27/2023	Dell Optiplex 3060	Desk	Intel Core i7-8700T 2.4GHz	Windows 10 Pro	16 GB	236GB		

Updated	Warranty Expire	Model	Type	CPU	OS	Memory	HDD_Total	Monitor	2nd Monitor
4/6/2018		Dell Latitude 7480	Lap	Intel Core i7 - 7600U Dual Core 2.8 GHz	Windows 10 Pro	16 GB	256GB		
5/17/2017	2/20/2019	Dell Latitude E6540	Lap	Intel Core i7-4800MQ 2.70 GHz	Windows 7 Pro	16 GB	256 GB		
7/19/2015	11/24/2015	Dell Latitude E5530	Lap	Intel Core i5-3360M 2.8 GHz	Windows 7 Pro	8 GB	320 GB		
3/4/2014	2/19/2019	Dell Latitude E6540	Lap	Intel Core i5-4800MQ 2.70 GHz	Windows 10 Pro	8 GB	500 GB		
5/23/2017	2/20/2019	Dell Latitude E6540	Lap	Intel Core i7-4800MQ 2.70 GHz	Windows 10 Pro	16 GB	256GB		
12/13/2014	12/6/2019	Dell Latitude E6440	Lap	4th gen Intel i7-4610M, 3.0 GHz	Windows 7 Pro	16 GB	256 GB		
12/12/2018	11/24/2015	Dell Latitude E5530	Lap	Intel Core -i5-3360 2.8 GHz	Window 10 Pro	8 GB	320 GB		
9/26/2014	5/30/2019	Dell Latitude E6540	Lap	Intel Core i7-4600M 2.90 GHz	Windows 7 Pro	8 GB	260 GB		
6/19/2017	11/24/2015	Dell Latitude E5530	Lap	Intel Core i5-3360M 2.8 GHz	Windows 7 Pro	8 GB	320 GB		

Office Server Inventory

Description of Asset	Manufacturer	Model	Mfcr. Year
APC 1500VA Smart-UPS	APC	SMT1500RM2UC	2019
APC 1500VA Smart-UPS	APC	SMT1500RM2UC	2019
Cisco 2911 Internet Router	Cisco	CISCO2911/K9	2012
Cisco 2911 Internal Router	Cisco	CISCO2911/K9	2012
Cisco ASA 5510 Firewall	Cisco	ASA5510-SEC-BUN-K9	2012
Cisco EtherSwitch HWIC	Cisco	HWIC-4ESW=	2012
Cisco T1 DSU/CSU WAN Interface Card	Cisco	HWIC-1DSU-T1	2012
Cisco Catalyst 2960S-48TS-S Switch	Cisco	WS-C2960S-48TS-S	2013
Cisco 2504 Wireless Controller with 5 AP License	Cisco	AIR-CT2504-5-K9	2017
Cisco Aironet 1852i Controller-based Access Point	Cisco	AIR-AP1852I-B-K9	2017
Cisco Aironet 1852i Controller-based Access Point	Cisco	AIR-AP1852I-B-K9	2017
Cisco ASA 5510 SEC PLUS as VPN Concentrator	Cisco	ASA5510-SEC-BUN-K9	2013

**MARIN COUNTY TRANSIT DISTRICT
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this ____ of _____, 2020 by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and _____, hereinafter referred to as "Contractor."

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The District agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$_____ including direct non-salary expenses.

5. TIME OF AGREEMENT:

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

6. INSURANCE:

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

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the District, its employees, officers, and agents, harmless and defend the District against any and all claims, damages, losses and expense

that may arise by reason of the Contractor's negligent actions or omissions. District agrees to timely notify Contractor of any negligence claim.

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

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

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The District shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

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

6.2 AUTO LIABILITY

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

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

6.3 WORKERS' COMPENSATION

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

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

6.4 OTHER INSURANCES

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

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

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

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is

required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the District evidence of same.

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit District to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at District's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously charged.

12. TITLE:

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

13. TERMINATION:

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

14. RELATIONSHIP BETWEEN THE PARTIES:

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

15. AMENDMENT:

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

16. ASSIGNMENT OF PERSONNEL:

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

17. JURISDICTION AND VENUE:

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

18. INDEMNIFICATION:

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 willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

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

20. NOTICES:

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

Contract Manager: _____

Dept./Location: _____

Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No.: _____

21. ACKNOWLEDGEMENT OF EXHIBITS

CONTRACTOR'S INITIALS

EXHIBIT A. **Scope of Services** _____

EXHIBIT B. **Fees and Payment** _____

EXHIBIT C. **Insurance Reduction/Waiver** _____

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

**APPROVED BY
MARIN COUNTY TRANSIT DISTRICT:**

By: _____
PRESIDENT, Board of Directors

CONTRACTOR:

By: _____

Name: _____

Telephone No.: _____

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

REASON(S) FOR REVIEW:

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

County Counsel: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES (required)

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: _____

CONTRACT TITLE: _____

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

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

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

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____