

Request for Qualifications

for

ON-CALL GRAPHIC DESIGN SERVICES



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

Service Requested:	Graphic Design Services
Contract Type:	Professional Services
Contract Duration:	12 months with 3 option year extensions
Funding Source:	Measure A Transportation Sales Tax
Date Issued:	Tuesday, July 14, 2020
Pre-proposal Meeting	No Pre-proposal Meeting
Deadline for Questions Regarding this RFQ:	July 28, 2020 - 3:00 PM PST
RFQ Responses Due:	Friday, August 14, 2020 - 3:00 PM PST
Interviews (if necessary):	Week of September 7, 2020
Contract Award (anticipated):	Monday, October 5, 2020

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MARIN TRANSIT REQUEST FOR PROPOSALS

Graphic Design Services

SECTION 1 – GENERAL INFORMATION

1.1 OVERVIEW OF DISTRICT

The Marin County Transit District (Marin Transit or District) 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 employ its own operators. Instead, Marin Transit contracts with public, private, and nonprofit providers for local bus and paratransit services.

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 several specialized services for the senior and disabled community through its Marin Access programs. These include an on-demand microtransit service (Connect), a subsidized taxi program (Catch-A-Ride), multiple volunteer driver programs, mobility management and travel training.

1.2 INTRODUCTION

As mentioned above, the District contracts out all operations, which places a significant amount of responsibility on District staff to oversee contract management of operations, marketing efforts, and outreach initiatives. Marin Transit employs a small but nimble staff. Currently, there are four staff members dedicated to Planning and quarterly sign-up periods throughout the calendar year where service can be changed. When service changes occur, a significant amount of staff time is required before each quarterly sign-up to update materials while maintaining other departmental responsibilities.

Marin Transit requests Proposals from qualified vendors to provide graphic design assistance. This service would assist the District performing design work related to service changes, rider guide and other marketing material and initiatives.

This RFP is open to all firms with the ability to provide the stated requirements listed in this Solicitation. This RFP consists of the following key documents:

- Section I – General Information

- Section II – Scope of Work

- Section III – Proposal Requirements

- Exhibits – Materials and Certifications to be accepted or submitted by Proposers

1.3 DEFINITIONS

As used in this RFP:

Addendum. The term “Addendum” means a written revision to this Solicitation document, issued and posted on the Marin Transit website for all Prospective Proposers to review.

Contract or Agreement. The term “Contract” or “Agreement” means the Contract for professional graphic design services entered into between Marin Transit and the successful Proposer in this procurement.

Contractor. The term “Contractor” means the individual, vendor, firm, company, corporation, partnership, or association executing the Contract, as the entity providing the services described in this RFP.

Days. The term “Days” means calendar days, unless otherwise specifically indicated.

Federal Transit Administration (FTA). The term “Federal Transit Administration” or “FTA” means the Federal Transit Administration of the United States Department of Transportation or its successor entity.

Marin County Transit District (MCTD). The term “Marin County Transit District,” “Marin Transit,” and “District” means the Marin County Transit District, which is the transit district for Marin County, California.

Price Proposal. The term “Price Proposal” means the portion of the Proposal submitted in response to the Request for Proposals which represents the Proposer’s total Contract price proposed.

Project Manager. The term “Project Manager” means the individual who is responsible for oversight of this Contract and is the point of contact for issues that arise during the Contract.

Proposal. The term “Proposal” means the response submitted by the Proposer, and any interview and exercise, pursuant to the issuance of this Request for Proposal.

Proposer. The term “Proposer” means any person or firm who submits a Proposal in response to this RFP.

Prospective Proposer. The term “Prospective Proposer” means any person who indicates an interest in responding to this RFP.

Solicitation. The term “Solicitation” means this RFP.

1.4 PROPOSAL TIMELINE

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

Task	Date ¹
Request for Proposals issued by Marin Transit	Tuesday, July 14, 2020
Deadline for receipt of written questions and requests for addenda	Tuesday, July 28, 2020 - 3:00 PM PST
Marin Transit responses and addendum issued	Tuesday, August 4, 2020
Proposals due – 3:00 p.m. PST	Friday, August 14, 2020
Oral Interviews (if needed)	Week of September 7, 2020
Contract award (anticipated)	Monday, October 5, 2020

1. Marin Transit reserves the right to alter the dates shown above by written notice.

SECTION 2 – SCOPE OF WORK

This is an on-call contract to be executed by task order. The Contractor shall be responsible for supporting Marin Transit's ongoing graphic design needs related to service changes and other marketing initiatives. It is expected that any proposer has advanced experience in graphic design programs, including but not limited to Adobe Creative Suite.

Tasks and responsibilities include:

- Provide graphic design services to support Marin Transit's marketing, communication, and public outreach efforts.
- Develop graphics, and/or and update Marin Transit's marketing materials including updates to the graphic artworks including but not limited to brochures, booklets, banners, printed advertisements, Inside bus advertisements, signage, media print ads, and presentations.
- Coordinate for printing and distribution of above mentioned, as needed.
- A list of current materials and update frequency is listed below and are available at the Districts website: <https://marintransit.org/brochures>:

Description	Update Frequency
Marin Transit Rider Guide	Bi-annually or quarterly
Rider Panels & Kiosks	Quarterly, or with service changes
Muir Woods Shuttle brochures and signage	Annually
Stagecoach brochures	With changes or reorders
COM Card brochure and signage	Bi-annually
Printed school schedules	Annually, or with service changes
Marin Access brochures	With changes or reorders
Stop & vehicle notices	As needed
Marin in Motion Booklet	As needed
Promotional Materials / Campaigns	As needed
Vehicle Decal Design	As needed

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.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 PROPOSALS

Proposers must provide one digital copy of their response by the submittal deadline. Submittals can be emailed to the District's contact or provided through a physical submission of a flash drive that includes the digital file. Proposer must obtain confirmation of receipt from the District's contact in order to consider the response submitted.

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 should be prepared simply and economically and avoid the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. The response to this RFP must be made in accordance with the format set forth in this section. Failure to adhere to the following format may be cause for the District to reject the proposal as non-responsive.

Marketing collateral may be submitted to supplement proposer's written response if it assists in demonstrating the Contractor's ability to meet the Scope of Work.

Proposals shall be organized in the following format:

1) Cover Letter

- a) Identify the prime Contractor and describe any subcontract arrangements
- b) Identify the person who is authorized to negotiate for the team
- c) Identify the Project Manager who will be the primary point of contact for administering the Scope of Services
- d) Indicate that the Proposal represents a firm binding offer for 120 days
- e) Acknowledge receipt of all addenda by addendum number
- f) Indicate willingness to accept the terms and conditions in the attached Standard Short Form Contract (Attachment C) or list those to which you take exception, and, as appropriate, provide proposed alternate wording (It is not Marin Transit's intent to make substantial changes to the Standard Short Form Contract.)
- g) Indicate if Proposer, and/or any of its owners and/or officers, has filed (voluntarily or involuntarily) bankruptcy within the last seven years. Proposer must provide detailed information concerning such bankruptcy. Proposer must also provide detailed information on any failures to complete awarded contracts and any contract defaults or terminations

2) Relevant Experience: Describe your firm's experience as it relates to this Contract. Experience should reflect Proposer's knowledge and/or expertise of graphic design, relevant software, public transportation, and an ability to provide a high level of product quality. Highlight similar projects on which the project team or firm have worked. Describe any experience working with transit and/or government agencies.

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 and demonstrate the Proposer can meet the requirements outlined in this RFQ.

Response shall:

- indicate how District staff can communicate with Proposer, Project Manager, and respective staff.
- Response shall specify how the vendor will provide updates to District staff on assigned project work.
- specify assumptions for computer any external software needed to support the final product of assigned project work. Proposer should identify if these are provided as part of the proposal or if it is assumed the District will provide these supportive components. If Proposer provides them, the costs for these components should be included in the price proposal.

- 5) Previous work:** examples should be provided in an appendix and include:

- Graphic design, such as brochures, logos, or advertisements
- Digital media development, i.e. video, web applications, etc.

- 6) References:** Provide at least three relevant references including:

- i) Name and address of client
- ii) Description and terms of services provided
- iii) Name of the individual responsible for administering and monitoring the contract for the client organization, and an email address and telephone number where that person can be reached.

- 7) Timeline:** Proposer shall identify an overall implementation schedule that assumes an award as late October 5, 2020. This schedule must include any other mobilization tasks beginning after the contract award date. The term of the contract(s) is expected to be a minimum of 12 months.

- 8) Project Cost:** Proposer shall 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.

If pricing is tied to a specific quantity or range, proposal must describe how changes to these assumptions would impact pricing.

- a) Pricing should be offered for a minimum of 1 years and delineate between any annual/administrative costs in the first year, costs associated with optional years (years 2-3) and additional charges escalation associated with specific project work charged.
- b) Pricing should include any additional components (supplies, equipment etc.) required to perform tasks outlined in the Scope of Work. Any and all hourly rates should be stated.

Team Member/Direct Cost	Position	Estimated Hours & Hourly Rate
Project Manager		
Key Personnel (senior)		
Key Personnel (Intermediate)		
Key Personnel (Junior)		
Support / Admin		
Add on as needed		
Any other related costs		

9) Required Forms: Complete and include all the forms included in:

- a) Attachment A (California Levine Act)
- b) Attachment B (Non-collusion Affidavit)

3.2 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:

Aida Banihashemi
 Planning Manager
abanihashemi@marintransit.org

3.3 PROPOSAL SUBMITTAL PROCEDURE

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

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

Marin Transit
 711 Grand Avenue, Suite 110
 San Rafael, CA 94901
 Attention: Graphic Design Services
3. A digital copy of the proposal shall be emailed to abanihashemi@marintransit.org
4. The proposal will be dispatched in order to be received at the above address no later than the time specified in the proposal timeline. Proposer must receive confirmation of receipt from District prior to the deadline for the submittal.

3.4 PROPOSAL EVALUATION AND AWARD PROCEDURE

District staff will evaluate all written responses that fulfill the requirements of the RFP. Marin Transit may request proposers to provide a demonstration of Proposers' ability to meet the Scope of Work in the RFP. 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 criteria shown in the table below.

Criteria	Points
Relevant Experience & Project Approach	30
Project Staff & Qualifications	20
Previous Work	20
References	10
Cost/Hourly Rates	20
Total	100

3.5 ADDITIONAL CONSIDERATIONS

Solicitation Disclaimer

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

Confidentiality

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

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

Protests

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

Pre-contractual Expenses

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

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

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

Verbal Agreement or Conversation

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

Special Funding Considerations

Any Contract resulting from this RFP will be financed primarily with funds available from Marin County's Measure AA Transportation Sales Tax and Marin County's Measure B Vehicle Registration Fee. The Contract for this service is contingent upon the receipt of these funds and annual budget approval of the Marin Transit Board of Directors. If 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 insurance policies and endorsements as required by Marin Transit.

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 Exhibit A.

Governing Document

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

ATTACHMENT A: 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:

Dennis Rodoni
Damon Connolly
Katie Rice
Kathrin Sears
Judy Arnold
Eric Lucan
Kate Colin
Brian Colbert (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)

ATTACHMENT B: NONCOLLUSION AFFIDAVIT

Public Contract Code § 7106

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**,

the party making the foregoing Contract.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on the following date:

Date: _____

Proper Name of Proposer: _____

City, State: _____

Signature: _____

Print Name: _____

Title: _____

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.



Scope of Services

EXHIBIT B.



Fees and Payment

EXHIBIT C.



Insurance Reduction/Waiver

EXHIBIT D.



Federal Transit Administration Contract Provisions

EXHIBIT E.



Contractor's Debarment Certification

EXHIBIT F.



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: _____