

# Request for Proposals

*for*

## WEBSITE DESIGN, DEVELOPMENT, AND IMPLEMENTATION



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

Service Requested:	Web design and development
Contract Type:	Professional Services
Number of Contracts:	1
Duration:	1 year
Funding Source:	Measure A Transportation Sales Tax
Date Issued:	Wednesday September 7, 2016
Pre-Proposal Meeting (by phone or in person):	Wednesday September 14, 2016 – 2:00 PM PDT
Deadline for Questions Regarding this RFP:	Thursday September 15, 2016 – 3:00 PM PDT
RFP Responses Due:	Friday October 7, 2016 – 3:00 PM PDT
Interviews (if necessary):	Week of October 17, 2016
Contract Award:	Monday, November 21, 2016

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## REQUEST FOR PROPOSALS:

# Website Design, Development, and Implementation

## INTRODUCTION

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Marin Transit is interested in hiring a web design and development firm, team, or individual to design, develop, and implement a new website to provide passengers with comprehensive information on transit services within Marin County.

## PROPOSAL TIMELINE

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<b>Task</b>	<b>Date</b>
Request for Proposals issued by Marin Transit	September 7, 2016
Pre-proposal meeting (711 Grand Avenue, Suite 110, San Rafael, CA at 2:00 PM)	September 14, 2016
Deadline for receipt of written questions and requests for addenda	September 15, 2016
Marin Transit responses and/or addenda issued	September 19, 2016
Proposals due – 3:00 p.m. PST	October 7, 2016
Oral Interviews (if needed)	Week of October 17, 2016
Contract Award	November 21, 2016

## AGENCY BACKGROUND

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

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

- Traditional local fixed route service operated in high capacity transit vehicles on major travel corridors
- Community shuttle service operated in smaller vehicles and tailored to serve lower density neighborhoods
- Supplemental transit service for middle and high school students
- Rural fixed route service providing a link between rural west Marin County and the major activity centers in the County
- Muir Woods Shuttle – a seasonal service operated in partnership with the National Park Service to relieve congestion around the Muir Woods National Monument

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

In Fiscal Year 2015/16 Marin Transit initiated a yellow school bus program in the Ross Valley School District. For the 2016/17 school year, Marin Transit has also been providing operational support for school bus programs in two additional school districts.

## PROJECT OVERVIEW

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### **Background**

Marin Transit staff currently maintains three separate websites – [marintransit.org](http://marintransit.org), [marinaccess.org](http://marinaccess.org), and [store.marintransit.org](http://store.marintransit.org). The first serves as a more traditional transit agency website, with information on routes and schedules, fares, ongoing planning projects, and the District's Board of Directors. The second is focused on the services within the Marin Access program and is meant to provide more targeted information to seniors and persons with disabilities about their travel options. The third is a more recent addition and is an online store ([store.marintransit.org](http://store.marintransit.org)), which was developed to sell yellow school bus passes and provide information on that specific program. Finally, another separate domain, [marintransit.net](http://marintransit.net), provides a distinct portal for real-time information; this site is maintained by the District's AVL vendor, Syncromatics.

The [marintransit.org](http://marintransit.org) website went through its last major update in 2009. The current site is maintained using Dreamweaver, with some edits or custom features done manually through a text editor.

The [marinaccess.org](http://marinaccess.org) website was created in 2010 using Wordpress. The school bus online store was created in 2015 using Drupal. Authorize.net is currently used as the payment gateway. The District is not currently looking to change or update the school bus online store.

The [marintransit.org](http://marintransit.org) website is currently hosted through [marin.org](http://marin.org), and as part of the redesign, the District intends to switch the site to a managed VPS hosting service provided by Media Temple, which is currently used to host the Marin Access website and the school bus online store.

### **Goals**

The breadth of programs within the District has resulted in a lack of connection between the different types of services, contributing to passenger confusion and making the system seem too complicated to navigate. This also hinders both existing and potential riders from realizing all of their transportation options. One of the overarching goals of this project is to consolidate all of these different brands of programs under one "umbrella" brand of Marin Transit.

As the District continues to expand its services and program offerings, its website will need to be scalable and flexible enough to accommodate this growth. Also, as web-based technology continually advances, the District needs to keep up with the types of easily accessible, online information that riders are beginning to expect, including trip planning and real-time information.

The primary objectives of this project are:

1. Integrate the Marin Access website into the main [marintransit.org](http://marintransit.org) site
2. Define a new information architecture that is intuitive and user-friendly
3. Update the look and feel of the website to be consistent with Marin Transit's branding

4. Establish a content management system that will facilitate dynamic content and automated workflows

In addition to updating the navigation, design, and functionality of marintransit.org, the website must be browser- and mobile-friendly, ADA-compliant and able to support e-commerce. The redesign should also take into account the ability for non-English speakers to easily navigate the website and find information.

## SCOPE OF WORK

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This project is divided into two phases: design and development. Proposers may propose on either or both phases.

### **Phase I**

#### TASK 1: INFORMATION ARCHITECTURE

Work with Marin Transit staff to develop a sitemap and navigation, focusing on content, structure, and organization. Considerations should be made in terms of how to make the website the most user-friendly for various types of users, including existing and potential riders, the general public, stakeholders, and vendors/consultants. The new architecture should reflect the vision for the website as a one-stop, primary source for information on transit services in Marin County.

The main goals and objectives of this task are:

1. Create a seamless integration of the Marin Access and Marin Transit websites and of trip planning, real-time, and route information
2. Define a hierarchy of content and provide a more intuitive navigation structure, including homepage content, so that users can quickly and easily find the information they need
3. Reduce or eliminate duplicative information and extraneous content
4. Fill in any gaps in information

Marin Transit staff will approve the sitemap prior to moving forward.

#### TASK 2: DESIGN

The design of the website should reflect the Marin Transit brand and the hierarchy of content established by the new information architecture. The new website should carry forward the District's current branding elements, while also developing new elements that can be applied to its other marketing materials.

Based on discussions with Marin Transit staff and industry best practices, develop up to three redesign concepts for the marintransit.org home page and route schedule pages. This should also include a style guide that specifies the color palette, typography, icons, and other elements that would be used throughout the site. (NOTE: Marin Transit reserves the right to provide feedback on the initial designs and require a round of edits to ensure we move forward with the best design.)

Marin Transit staff will agree on one of the proposed design concepts to be used as the template for the redesign of the remainder of the website. Based on the chosen template, develop redesigns for secondary level pages as identified in the sitemap. Marin Transit staff will approve the design templates prior to moving forward.

## Phase II

### TASK 1: DEVELOPMENT

Provide recommendations for a content management system based on the selected design and desired functionality. The consultant will discuss with Marin Transit staff the ability for the recommended CMS to accommodate the features outlined below.

Required CMS features include:

- Core functionality – creating, editing, deleting, versioning, organizing pages
- WYSIWYG editor – draft, review, publish, scheduling, versioning, font characteristics
- Asset management – data, image, and video files
- Search – thoroughness (page content and files), speed, display
- Customization – news stories, alerts, calendar of events, web forms, social media
- Roles and permissions – multi-user login, multiple roles, management of user permissions
- Accessibility – variable text size, multilingual
- Mobile-friendly – updates made in CMS should push to main and mobile sites simultaneously
- Full testing and rollback functionality – CMS must provide the ability to test and verify changes before pushing them live to website

The CMS should also allow for integration of the following tools and applications:

- Trip Planner (through Google)
- Real-time Information (through 511)
- Interactive maps – system map & individual route maps
- Google Translate
- E-commerce – integrated shopping cart and secure checkout process
- Social media

Additional desired functionalities include:

- Ability to customize schedule views and generate PDFs and/or bookmark page
- Generation of timetables from GTFS feed
- Direct integration of real-time and/or trip planning tools using APIs
- User accounts for customers to provide customized information
- Ability for users to securely upload and submit eligibility applications and associated documents
- “Program Finder” tool for Marin Access services
- Integration with Trapeze web scheduling software
- Automation of workflows for recurring events

The website must be compatible with standard web browsers, including Internet Explorer, Safari, Firefox, and Chrome. The website must also be mobile-friendly and compliant with Americans with Disabilities (ADA) regulations.

After approval by Marin Transit staff, the consultant will develop or deploy the recommended CMS and develop appropriate templates and style sheets to be used as the framework for the remainder of the website. Marin Transit staff will work with the consultant to create the individual pages using the templates, transfer existing content, and populate new content.

## PROPOSAL REQUIREMENTS

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Proposers must provide one electronic copy to Marin Transit no later than 3:00 PM PDT on October 7, 2016. Final proposals should be emailed to Melody Reebbs at [mreebs@marintransit.org](mailto:mreebs@marintransit.org). The proposal should not exceed 25 written pages (single sided, 8-1/2" X 11" pages, minimum font size of 10 pt). Samples of previous work (#4 below) are not included in the 25-page requirement.

Proposals shall be organized in the following format:

1. **Cover Letter:**
  - Identify whether proposal is for one or both of the phases
  - Identify the prime Contractor and describe any subcontract arrangements
  - Identify the person who is authorized to negotiate for the team
  - Indicate that the Proposal represents a firm binding offer for 120 days
  - Acknowledge receipt of all addenda by addendum number
  - Indicate willingness to accept the terms and conditions in the attached Standard Short Form Contract (Attachment A) or list those to which Proposer takes 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 & Project Approach:** Provide a brief description of your experience as it relates to web design and/or development. In particular, describe your familiarity with Web Content Management Systems, UI/UX design, Web Application Frameworks, and/or programming languages, and your ability to use these tools to implement the desired functionalities. Identify whether you have a preferred or recommended content management system. Also describe any experience you have working with transit and/or government agencies. Marin Transit desires to be an active partner in the design and development process. Provide any information to support your firm's experience with client collaboration.
3. **Project Staff & Qualifications:** Provide a summary of the qualifications and background of the staff members who will be working on this project.
4. **Previous Work (not included in 25-page requirement):** Provide samples of your work on similar websites. If possible provide links to currently active websites designed and/or developed by project team. Identify any key team members involved in the creation of those work products who would actively participate in this project.
5. **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 #4).
6. **Project Cost:** Provide an hourly rate sheet for individuals to be assigned to this contract, a summary of any other related costs that are to be billed directly, and a total not-to-exceed amount for each phase.

## PRE-PROPOSAL MEETING AND QUESTIONS

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

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

Melody Reeb  
Senior Transit Planner  
[mreebs@marintransit.org](mailto:mreebs@marintransit.org)

## PROPOSAL SUBMITTAL PROCEDURE

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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 emailed to Melody Reeb at [mreebs@marintransit.org](mailto:mreebs@marintransit.org).
3. The proposal must be received no later than the time specified in the proposal timeline. Late proposals will not be accepted.

## PROPOSAL EVALUATION AND AWARD PROCEDURE

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A Selection Committee will evaluate responses to the RFP. Members of this team will participate in any interviews that 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.

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

Criteria	Points
Relevant Experience & Project Approach	35
Project Staff & Qualifications	20
Previous Work	25
References	10
Project Cost	10
<b>Total</b>	<b>100</b>



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).

## ADDITIONAL CONSIDERATIONS

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### **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.

### **Changes in Scope-of-Work**

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

### **Pre-contractual Expenses**

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

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

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

### **Verbal Agreement or Conversation**

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

### **Special Funding Considerations**

Any Contract resulting from this RFP will be financed primarily with funds available from Marin County's Measure A Transportation Sales Tax, Marin County's Measure B Vehicle Registration Fee, and FTA grants. 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 RFP. Contractor must have policies to minimize employee turnover and retain qualified personnel.

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

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

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

Marin Transit must be notified in writing of any changes to personnel and reserves the right to reject changes in staffing. Should any position be vacant for more than 60 Days, the salary for that position for the time in which it remained vacant will be credited back to 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 Attachment B.

**Federal Transit Administration (FTA) Certifications and Grant Contract Provisions**

This project may be financed in part with Federal Transit Administration funds. If so, Federal requirements will apply to this Contract; and if those requirements change, then the most recent requirements will apply to the project as required. Contract Provisions can be found in Exhibit D to the Standard Contract. Required Federal Proposal submittals can be found in Exhibits E-F of the Standard Contract.

**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: STANDARD SHORT FORM CONTRACT

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Contract Log #

### MARIN COUNTY TRANSIT DISTRICT PROFESSIONAL SERVICES CONTRACT

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

#### RECITALS:

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

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

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

#### 1. SCOPE OF SERVICES:

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

#### 2. FURNISHED SERVICES:

The District agrees to:

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

#### 3. FEES AND PAYMENT SCHEDULE:

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

#### 4. MAXIMUM COST TO DISTRICT:

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

#### 5. TIME OF CONTRACT:

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

#### 6. INSURANCE:

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

**7. ANTI DISCRIMINATION AND ANTI HARASSMENT:**

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

**8. SUBCONTRACTING:**

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

**9. ASSIGNMENT:**

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

**10. LICENSING AND PERMITS:**

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

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

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

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

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

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

**13. TERMINATION:**

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

**14. APPROPRIATIONS:**

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

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

**15. RELATIONSHIP BETWEEN THE PARTIES:**

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

**16. AMENDMENT:**

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

**17. ASSIGNMENT OF PERSONNEL:**

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

**18. JURISDICTION AND VENUE:**

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

**19. INDEMNIFICATION:**

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

**20. COMPLIANCE WITH APPLICABLE LAWS:**

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

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

<b><u>EXHIBIT A.</u></b>	<input type="checkbox"/> <b>Scope of Services</b>	
<b><u>EXHIBIT B.</u></b>	<input type="checkbox"/> <b>Fees and Payment</b>	
<b><u>EXHIBIT C.</u></b>	<input type="checkbox"/> <b>Insurance Reduction/Waiver</b>	



**EXHIBIT D.**

<input type="checkbox"/>	<b>Federal Transit Administration Contract Provisions</b>	
<input type="checkbox"/>	<b>Contractor's Debarment Certification</b>	
<input type="checkbox"/>	<b>Subcontractor's Debarment Certification</b>	

**EXHIBIT E.**

**EXHIBIT F.**

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

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED BY  
MARIN COUNTY TRANSIT DISTRICT:**

By: \_\_\_\_\_

=====

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

**County Counsel:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "A"**

**SCOPE OF SERVICES (required)**

**EXHIBIT "B"**

**FEES AND PAYMENT SCHEDULE (required)**

DISTRICT shall pay CONTRACTOR as follows:

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

**EXHIBIT "C"**

**INSURANCE REDUCTION/WAIVER (if applicable)**

CONTRACTOR: \_\_\_\_\_

CONTRACT TITLE: \_\_\_\_\_

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

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

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

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

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


Contract Manager Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT B: CALIFORNIA LEVINE ACT STATEMENT

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California Government Code § 84308

**California Levine Act Statement**

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

Marin Transit’s Board of Directors Include:

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

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

\_\_\_ YES \_\_\_ NO

If yes, please identify the director:

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

\_\_\_ YES \_\_\_ NO

If yes, please identify the director:

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

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date

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(signature of authorized official)

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(type or write appropriate name, title)

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(type or write name of company)