



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Board of Supervisors Chambers, Room 330
3501 Civic Center Drive, San Rafael, CA 94903

AGENDA

Monday, April 2, 2018 (Note late start time)

2:00 p.m. Convene as the Marin County Transit District Board of Directors

1. Open Time for Public Expression (limited to three minutes per speaker on items not on the Transit District's agenda)
2. Board of Directors' Matters
3. General Manager's Report
 - a. General Manager's Oral Report
 - b. Monthly Monitoring Report for February
4. Consent Calendar
 - a. Minutes for February 26, 2018 and March 5, 2018
 - b. Contract with Brown Armstrong Accountancy for Independent Year End Audits
 - c. Purchase Agreement with Apollo Video Technology for Security Camera Systems for Ten Gillig Hybrid Buses

Recommended Action: Approve.

5. Contract for Operations and Maintenance with MV Transportation of Fixed Route Package 2 Services
Recommended Action: Authorize Board President to execute agreement with MV Transportation for operation and maintenance of Marin Transit Fixed Route Package 2 service for an initial three-year term beginning on July 1, 2018 with two additional option years.

(continued)

6. Contract with Michael's Transportation Service, Inc. to Provide Yellow School Bus Services

Recommended Action: Authorize General Manager to execute a pupil transportation services agreement (#171863) with Michael's Transportation Service, Inc and approve the Transportation Safety Plan included in Attachment G of the contract.

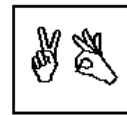
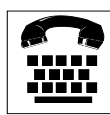
7. Performance Monitoring Discussion Update

Recommended Action: Approve new performance targets and fixed route service adjustments

8. Marin Transit Connect On-Demand Transit Pilot Project

Recommended Action: Approve Marin Transit Connect pilot project with a soft launch and a twelve-month pilot period.

Adjourn



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<http://www.marintransit.org>

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Americano de Señas, dispositivos de ayuda auditiva, u otras adaptaciones para participar en esta reunión, puede solicitarlas llamando al (415) 226-0855 (voz) o comunicarse con el Servicio California Relay marcando al 711 para conectarse al número de teléfono mencionado. **Las solicitudes deben recibirse a más tardar cinco días laborables antes de la reunión para ayudar a asegurar la disponibilidad.** Para obtener información adicional, visite nuestro sitio web en <http://www.marintransit.org>

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marintransit.org

April 2, 2018

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: General Manager Report – Monthly Report

Dear Board Members:

board of directors

stephanie moulton-peters
president
city of mill valley

damon connolly
vice president
supervisor district 1

dennis rodoni
2nd vice president
supervisor district 4

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

kathrin sears
director
supervisor district 3

katie rice
director
supervisor district 2

RECOMMENDATION: This is a recurring information item.

SUMMARY: The attached monthly report provides an overview of Marin Transit operations for the period ending February 28, 2018. The monthly reports summarize statistics on the performance of Marin Transit services, customer comments, and training activities under the District's Mobility Management program.

Ridership in February 2018 increased significantly compared to February 2017 (+16.3%). Ridership on fixed-route services increased 17.2% compared to the same month last year. Ridership on Marin Access services increased 4.7%, primarily on paratransit and dial-a-ride services.

Additional detailed analyses of system performance and trends are provided in separate quarterly and annual reports, including route-level statistics and financials. These reports are available on the District's website at <http://marintransit.org/monitoringreports.html>.

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,

Nancy Whelan
General Manager

Attachments



MARIN TRANSIT LOCAL ROUTES

- 17 Sausalito – Marin City – Mill Valley – San Rafael
- 22 San Rafael – San Anselmo – College of Marin – Marin City
- 23 Fairfax – San Anselmo – San Rafael – Canal
- 23X Canal – San Rafael – San Anselmo – Fairfax – Manor
- 29 Canal – San Rafael – Larkspur Landing – College of Marin – Marin General
- 35 Canal – San Rafael Transit – Marin Civic Center – Northgate Mall – Novato
- 36 Canal – San Rafael – Marin City
- 49 Novato – Hamilton – Northgate – Marin Civic Center – San Rafael
- 61 Sausalito – Marin City – Mill Valley – Stinson Beach – Bolinas
- 66 Sausalito – Marin City – Pohono – Muir Woods
- 68 San Rafael – San Anselmo – Pt. Reyes Station – Inverness
- 71X Novato – San Rafael – Marin City – Sausalito
- 113 Redwood High School – Paradise Cay
- 115 Sausalito – Marin City – Mill Valley – Strawberry – St. Hilary School
- 117 Neil Cummins / Hall MS – San Clemente Park
- 119 Tiburon – Belvedere – Redwood HS
- 122 College of Marin – San Anselmo – San Rafael
- 125 Lagunitas – Sir Francis Drake HS – San Anselmo Hub
- 139 Terra Linda High School – Lucas Valley
- 145 Terra Linda HS – Northgate Mall – Marin Civic Center – San Rafael
- 151 Hamilton – Ignacio – San Jose MS – Novato HS – San Marin HS
- 154 Olive – San Marin HS – Sinaloa MS – Downtown Novato
- 219 Strawberry – Belvedere – Tiburon
- 228 San Rafael – Larkspur Landing – San Anselmo – Fairfax – Manor
- 233 Santa Venetia – Marin Civic Center – Dominican – San Rafael
- 245 San Rafael – Northgate Mall – Kaiser Hospital – Smith Ranch Road
- 251 San Marin – Novato – Vintage Oaks – IVC – Ignacio
- 257 San Rafael – Northgate Mall – Kaiser Hospital – Marinwood – Hamilton – Ignacio

FISCAL YEAR

2018

Year-to-Date Ridership Trends

Fixed-Route Passengers (incl. Yellow Bus) by Month



Demand Response Passengers by Month

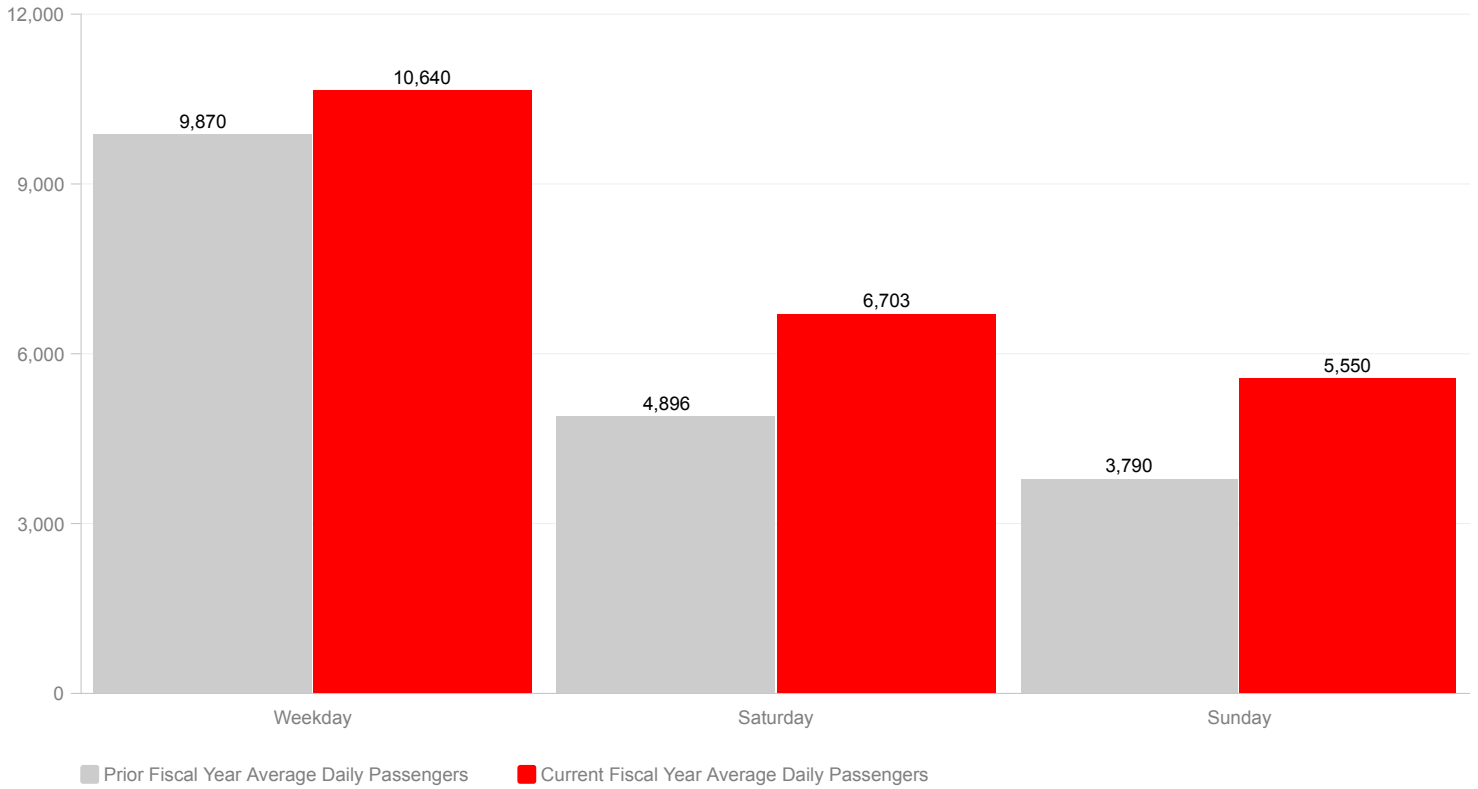


Monthly Statistics

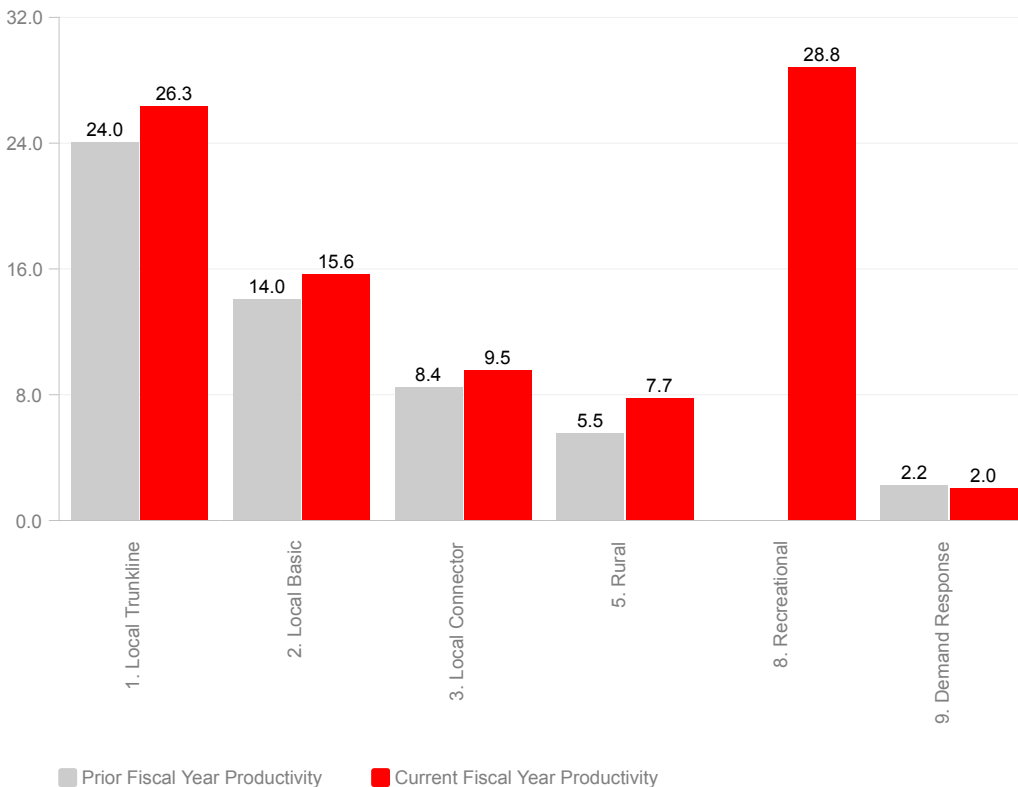
MONTH

February

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology



Route Typologies

- 1. Local Trunkline:
Routes 35, 36, 71X
- 2. Local Basic:
Routes 17, 22, 23, 23X, 29, 49
- 3. Local Connector:
Routes 219, 228, 233, 245, 251, 257
- 5. Rural:
Routes 61, 68
- 8. Recreational:
Routes 66/66F
- 9. Demand Response:
Local Paratransit, Novato Dial-A-Ride,
Rural Dial-A-Ride



Month: February 2018

Category	Program							Total
	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide	
Commendation	2	0	0	0	5	0	0	7
Service Delivery Complaint	27	14	3	6	2	0	0	52
Accessibility	4	0	0	0	0	0	0	4
Driver Conduct Complaint	10	2	0	0	1	0	0	13
Driving Complaint	4	2	0	2	1	0	0	9
Early Trip	2	0	0	1	0	0	0	3
Equipment Issue	1	0	0	0	0	0	0	1
Farebox	0	0	0	0	0	0	0	0
Late Trip	1	5	0	2	0	0	0	8
Missed Connection	0	0	0	0	0	0	0	0
Missed Trip	0	0	0	0	0	0	0	0
No-Show	1	2	1	1	0	0	0	5
Off-Route	0	0	0	0	0	0	0	0
Pass-Up Complaint	4	3	2	0	0	0	0	9
Service Structure Complaint	2	0	1	0	3	0	0	6
Bus Stop Improvement Request	0	0	0	0	0	0	0	0
Fares	0	0	0	0	0	0	0	0
Other Complaint	1	0	1	0	0	0	0	2
Scheduling Complaint	0	0	0	0	2	0	0	2
Service Improvement Suggestion	1	0	0	0	1	0	0	2
Safety Complaint	0	0	0	0	0	0	0	0

Total Service Hours	8,365	3,248	1,514	766	4,972	-	18,865	18,865
Commendations per 1,000 Hours	0.2	0.0	0.0	0.0	1.0	-	0.0	0.4
Complaints per 1,000 Hours	3.5	4.3	2.6	7.8	1.0	-	0.0	3.1

Total Passengers	166,394	30,714	19,910	28,285	10,170	2200	257,673	257,673
Commendations per 1,000 Passenger:	0.0	0.0	0.0	0.0	0.5	0.0	0.0	0.0
Complaints per 1,000 Passengers	0.2	0.5	0.2	0.2	0.5	0.0	0.0	0.2

FY 2017/18 Marin Access Outreach and Travel Training

Events Completed Year to Date: February 2018

Date	Event	Description	Audience
7/11/2017	Marin Mental Health Board Meeting	Staff presentation on Marin Access and Marin Transit.	10
7/12/2017	Travel Navigator Satellite Hours at Pickleweed (Albert J. Boro Community Center)	"Office hours" during regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.	35
7/18/2017	Travel Navigator Satellite Hours in Marin City	"Office hours" during regularly scheduled social event.	12
7/20/2017	Travel Navigator Satellite Hours at West Marin Senior Services – Point Reyes.	"Office hours" during a congregate lunch.	40
7/27/2017	Travel Navigator Satellite Hours at Margaret Todd Senior Center – Novato.	Office hours in main lobby.	40
8/9/2017	Travel Navigator Satellite Hours at Pickleweed (Albert J. Boro Community Center)	"Office hours" during regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.	25
8/11/2017	Novato Vision Support Group Presentation	Group travel presentation.	12
8/17/2017	Travel Navigator Satellite Hours at West Marin Senior Services – Point Reyes.	"Office hours" during a congregate lunch.	40
8/17/2017	Smith Ranch Homes Presentation	Group travel presentation.	28
8/31/2017	Marin General Hospital Braden Diabetes Center – Outpatient Resource Navigators	In-service presentation.	8
9/13/2017	Travel Navigator Satellite Hours at Pickleweed (Albert J. Boro Community Center)	"Office hours" during regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.	30
9/20/2017	Travel Navigator Satellite Hours in Marin City – Senior Center	"Office hours" during regularly scheduled social event.	11
9/22/2017	Group Presentation at Age Friendly Fairfax Forum	Presentation and group discussion focusing on available programs and community needs.	14

FY 2017/18 Marin Access Outreach and Travel Training

9/28/2017	Travel Navigator Satellite Hours at Margaret Todd Senior Center – Novato.	Office hours in main lobby.	40
9/28/2017	Travel Navigator Satellite Hours at West Marin Senior Services – Point Reyes.	“Office hours” during a congregate lunch.	30
10/11/2017	Travel Navigator Satellite Hours at Pickleweed (Albert J. Boro Community Center)	“Office hours” during regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.	35
10/11/2017	Group Presentation at Novato Villages	Focus presentation on Senior Clipper Cards.	12
10/19/2017	Travel Navigator Satellite Hours at West Marin Senior Services – Point Reyes.	“Office hours” during a congregate lunch.	32
10/25/2017	Marin Senior Information Fair	Annual senior information fair. Marin Access booth in the main hall with giveaways and information.	500+
11/8/2017	Travel Navigator Satellite Hours at Pickleweed (Albert J. Boro Community Center)	“Office hours” during regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.	25
11/9/2017	In-service presentation to Kaiser San Rafael social workers.	Group presentation on Marin Transit and Marin Access services.	7
11/14/2017	Redwoods presentation.	Group presentation on Marin Transit and Marin Access services.	25
11/16/2017	Travel Navigator Satellite Hours at West Marin Senior Services – Point Reyes.	“Office hours” during a congregate lunch.	20
11/16/2017	Drake Terrace presentation	Group presentation on Marin Transit and Marin Access services.	18
11/30/2017	Travel Navigator Satellite Hours at Margaret Todd Senior Center – Novato.	Office hours in main lobby.	25
11/30/2017	Grant Grover School	Group presentation focused on students with developmental disabilities	15

FY 2017/18 Marin Access Outreach and Travel Training

12/13/2017	Travel Navigator Satellite Hours at Pickleweed (Albert J. Boro Community Center)	"Office hours" during regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.	40
1/10/2018	Travel Navigator Satellite Hours at Pickleweed (Albert J. Boro Community Center)	"Office hours" during regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.	25
1/10/2018	Novato Villages @ Novato Row 3 Presentation	Group presentation on Marin Transit and Marin Access services	10
1/11/2018	Alma Via Presentation	Group presentation on Marin Transit and Marin Access services	15
1/18/2018	Travel Navigator Satellite Hours at West Marin Senior Services – Point Reyes.	"Office hours" during a congregate lunch.	38
2/1/2018	Presentation to Polio Survivors Support Group	Group presentation on Marin Transit and Marin Access services.	6
2/14/2018	Travel Navigator Satellite Hours at Pickleweed (Albert J. Boro Community Center)	"Office hours" during regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.	25
2/15/2018	Travel Navigator Satellite Hours at West Marin Senior Services – Point Reyes.	"Office hours" during a congregate lunch.	50

Upcoming Events

Date	Event	Description	Audience
3/14/2018	Travel Navigator Satellite Hours at Pickleweed (Albert J. Boro Community Center)	"Office hours" during regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.	25
3/15/2018	Travel Navigator Satellite Hours at West Marin Senior Services – Point Reyes.	"Office hours" during a congregate lunch.	40

FY 2017/18 Marin Access Outreach and Travel Training

4/11/2018	Travel Navigator Satellite Hours at Pickleweed (Albert J. Boro Community Center)	"Office hours" during regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.	25
4/19/2018	Travel Navigator Satellite Hours at West Marin Senior Services – Point Reyes.	"Office hours" during a congregate lunch.	40
5/9/2018	Travel Navigator Satellite Hours at Pickleweed (Albert J. Boro Community Center)	"Office hours" during regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.	25
5/17/2018	Travel Navigator Satellite Hours at West Marin Senior Services – Point Reyes.	"Office hours" during a congregate lunch.	40
6/13/2018	Travel Navigator Satellite Hours at Pickleweed (Albert J. Boro Community Center)	"Office hours" during regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.	25
6/21/2018	Travel Navigator Satellite Hours at West Marin Senior Services – Point Reyes.	"Office hours" during a congregate lunch.	40

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, February 26, 2018 at 9:30 A.M.

Roll Call

Present: President Rice, Vice President Stephanie Moulton-Peters, Second Vice President Connolly, Director Sears, Director Arnold, Director Rodoni

Absent: Director Colin

Director Lucan was in attendance as a voting member

President Rice opened the meeting at 9:33 am.

1. [Organization of Transit District](#)

Director Sears made a motion to nominate Stephanie Moulton-Peters as President, Damon Connolly as Vice President, and Dennis Rodoni as Second Vice President. Director Arnold seconded the motion.

M/s: Director Sears – Director Arnold

Ayes: President Moulton-Peters, Vice President Connolly, Second Vice President Rodoni, Director Rice, Director Arnold, Director Sears, Director Lucan

Noes: None

Absent: Director Colin

President Moulton-Peters thanked her fellow board members. She then asked for a motion to move agenda Item 8 to follow Item 6.

M/s: Director Rice – Director Sears

Ayes: President Moulton-Peters, Vice President Connolly, Second Vice President Rodoni, Director Rice, Director Arnold, Director Sears, Director Lucan

Noes: None

Absent: Director Colin

2. [Open Time for Public Expression \(limited to three minutes per speaker on items not on the Transit District's agenda\)](#)

President Moulton-Peters asked if any member of the public wished to address the Board on matters not on the agenda. No one came forward.

3. [Board of Directors' Matters](#)

Director Sears thanked staff and fellow Board members for accommodating the earlier start time of meeting.

4. [General Manager's Report](#)

General Manager Nancy Whelan congratulated President Moulton-Peters, and thanked Director Rice for her service as Board President who she presented with a gift from staff. Ms. Whelan then gave an update on the recently implemented shuttle and parking reservation system for Muir Woods National Park. The park began taking reservations on January 15, 2018, and Marin Transit began year-round weekend service on January 20, 2018. Ms. Whelan reported that the advance ticketing is proving successful and that the service averaged 800 passengers per day in January and 1800 passengers per day so far in February. Ms. Whelan concluded with an update on monthly monitoring for November and December 2017.

b. [Monthly Monitoring Report for November and December](#)

5. [Consent Calendar](#)

a. [Minutes for December 18, 2017](#)

b. [Update on FY 2017/18 Contracting Opportunities and Awards](#)

c. [Marin Transit Second Quarter FY 2017/18 Financial Report](#)

d. [Marin Transit Second Quarter FY 2017/18 Performance Report](#)

e. [Authorizing Resolution 2018-01 and Project List for California's State of Good Repair Program](#)

f. [Resolution 2018-02 for Low Carbon Transit Operations Program Funds](#)

g. [Agreement with Park Engineering to Provide Construction Management Services for the State of Good Repair Bus Stop Improvement Project for an amount not to exceed \\$69,661](#)

h. [Contract amendment with Clean Solutions, Inc to Maintain the Redwood and Grant Transit Facility for an amount not to exceed \\$65,000](#)

i. [Purchase Agreement with Hilltop Ford for a Transit Connect Passenger Wagon for an amount not to exceed \\$31,000](#)

Recommended Action: Approve.

M/s: Director Arnold – Second Vice President Rodoni

Ayes: President Moulton-Peters, Vice President Connolly, Second Vice President Rodoni, Director Rice, Director Arnold, Director Sears, Director Lucan

Noes: None

Absent: Director Colin

6. [Purchase Agreement with Creative Bus Sales, Inc. for Four Accessible Vans Staff Report](#)

Capital Analyst Anna Penoyar outlined the cooperative purchase agreement for four accessible vans from Creative Bus Sales. Ms. Penoyar stated the vans will be used in an on-demand pilot program to provide accessible same-day transportation services. Ms. Penoyar remarked that this purchase modifies and expands on a purchase agreement previously approved by the Board. Measure B funds for innovative transit service for seniors will cover the additional cost. Ms. Penoyar added that if the pilot program proves unsuccessful, the four accessible vans will be suitable for traditional paratransit service.

Director Sears expressed appreciation for the images of the van and the seating layout.

Recommended Action: Authorize General Manager to complete the purchase of four accessible vans for an amount not to exceed \$245,000 and approve Budget Amendment 2018-07.

M/s: Director Sears – Director Rice

Ayes: President Moulton-Peters, Vice President Connolly, Second Vice President Rodoni, Director Rice, Director Arnold, Director Sears, Director Lucan

Noes: None

Absent: Director Colin

7. The Greening of Marin Transit's Fleet
This item was postponed to a future meeting.

8. [Marin Transit Local Fixed Route Performance Summary and Monitoring Discussion Staff Report](#)

Director of Operations and Planning Robert Betts reported that staff has been monitoring the performance of 2016 major service changes and recommends that the Board have a broader discussion on District performance targets and whether current standards represent desired outcomes.

Mr. Betts provided an outline of service expansion and ridership growth since the passage of the Measure A in 2004. He reported that the District has increased service 120 percent with a 60 percent growth in ridership. Mr. Betts added that the District has managed to achieve a relatively low 12 percent increase in costs since 2006. Mr. Betts remarked that productivity has dropped as service has expanded. President Moulton-Peters asked how passengers per hour is determined. Mr. Betts responded that total unlinked passenger trips divided by revenue hours determines passengers per hour on a route. General Manager Nancy Whelan noted that the 2016 service expansion included more night, weekend, and express service as requested by riders and this type of service typically carries fewer riders.

Mr. Betts shared that customer satisfaction has increased. He outlined monitoring reports and tools. He identified productivity and subsidy as the District's two primary performance targets. Mr. Betts provided analysis of cost effectiveness and highlighted that much of the variation in cost is due to the terms of each of the operations contracts. Mr. Betts concluded with questions for the Board to consider regarding adjusting performance targets, service reallocation, and fare increases and incentives.

Director Sears recommended looking at all the questions raised and asked what the other impediments might be to attracting riders given the relatively low fares. Director Rice agreed that adding late night service was beneficial and requested that staff continue to evaluate the cost on that type of lower performing service. She then asked about if the Youth Pass fees were reflected in the total farebox recovery numbers. Director Lucan asked about the appropriate amount of time for assessing service changes and requested more clarity regarding operation costs by contractor. Second Vice President Rodoni emphasized the importance of not reducing service. Director Arnold asked for next steps. General Manager Nancy Whelan said that staff will start to bring recommendations to the Board in April. President Moulton-Peters recommended evaluating the convenience of the District's fare media and looking for ways to attract more riders.

Recommended Action: Provide feedback on how to proceed with future service monitoring efforts and potential service changes.

President Moulton-Peters requested that Item 7 be postponed to a later meeting due to time constraints.

9. [Marin Transit 2018 Legislative Program Staff Report](#)

Director of Policy and Legislative Programs Amy Van Doren presented the item for Board approval. Ms. Van Doren stated that the intent of policy is to formalize procedures when engaging policymakers and participating in coalition-led advocacy, as well as allowing the General Manager to work directly with the Board President to provide support to relevant legislation in a timelier manner. Director Arnold inquired if the intent was for the District to hire a lobbyist and if staff had considered working with partner organizations that currently have lobbyists and legislative plans. General Manager Nancy Whelan responded that the District is not seeking a lobbyist and participates in coalitions and associations that do have lobbyists. Ms. Whelan added that any letters of support or direction on engagement with legislators provided by the Board President will be presented to the entire Board at the earliest possible date. Director Sears recommended reaching out to other jurisdictions to coordinate support on shared issues. Director Rice remarked that she was in support of priorities as outlined in the item.

Recommended Action: Adopt Marin Transit legislative and policy program for 2018.

M/s: Director Rice – Director Arnold

Ayes: President Moulton-Peters, Vice President Connolly, Second Vice President Rodoni, Director Rice, Director Arnold, Director Sears, Director Lucan

Noes: None

Absent: Director Colin

[Adjourn](#)

President Moulton-Peters adjourned the meeting at 10:25 am and the Board went into

closed session.

Report from Closed Session

President Moulton-Peters reported that instructions had been given to staff.

SINE DIE

PRESIDENT

ATTEST:

CLERK

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, March 5 2018 at 10:00 A.M.

Roll Call

Present: President Moulton-Peters, Vice President Connolly, Second Vice President Rodoni, Director Rice, Director Sears, Director Colin

Absent: Director Arnold

Director Lucan was in attendance as a non-voting member.

President Moulton-Peters opened the meeting at 10:02 am.

1. [Open Time for Public Expression \(limited to three minutes per speaker on items not on the Transit District's agenda\)](#)

No one came forward to speak.

2. [Board of Directors' Matters](#)

President Moulton-Peters asked if any member of the Board wished to speak. Seeing none she called for the General Manager's report.

3. [General Manager's Report](#)

General Manager Nancy Whelan introduced Administrative Assistant Rodolfo Saldaña. Ms. Whelan reported that presentations will begin this week that focus on the benefits of Measure A and the Transportation Authority of Marin's (TAM) expenditure plan advisory committee recommendations. These presentations will continue into April. Lastly, Ms. Whelan gave an update on the San Rafael Transit Center. Sonoma Marin Area Rail Transit (SMART) is beginning the interim improvements at the San Rafael Transit in anticipation of constructing the extension to Larkspur. The construction of the platforms is scheduled to begin within the next 3-4 weeks and should be completed within the next 4-6 months. Ms. Whelan concluded her report with monthly monitoring data for January 2018.

{Director Arnold present at 10:08 am}

- b. [Monthly Monitoring Report for January](#)

4. [Consent Calendar](#)

[Item 4-Staff Report](#)

- a. Marin Transit Drug and Alcohol Policy Update

Recommended Action: Approve.

M/s: Director Sears - Director Rice

Ayes: President Moulton-Peters, Vice President Connolly, Second Vice President Rodoni, Director Arnold, Director Colin, Director Rice, Director Sears

Noes: None

Absent: None

5. [Contract with Marin Airporter for Operation and Maintenance of Marin Transit Fixed Route Package 1 Services](#)

[Item 5-Letter & Contract](#)

General Manager Nancy Whelan gave an overview of items 5 and 6 and requested that both items be introduced together.

Director of Operations and Planning Robert Betts reported Marin Transit issued a request for proposal for fixed route services on November 17 that was due January 12. Mr. Betts provided an overview of the three packages of services available for bid and explained that the contract lengths will be three years with two option years. The District received three proposals, though only two proposals were deemed responsive. These consisted Marin Airporter, bidding for Package 1, and MV Transportation services, bidding on all three service packages. On January 29, 2018, a technical evaluation panel interviewed Marin Airporter and MV Transportation and scored their proposals. The technical team recommended awarding the Package 1 services to Marin Airporter and the Package 2 services to MV Transportation.

Mr. Betts remarked that Marin Transit is very fortunate to continue moving forward with MV and Marin Airporter as they have been partners of Marin Transit for over ten years and have helped grow and develop the District's services. Mr. Betts added that Marin Transit is excited to continue these partnerships.

President Moulton-Peters expressed her gratitude to staff for their work on the two contracts and their renewal.

Recommended Action: Award contract for operation and maintenance of Marin Transit Fixed Route Package 1 service to Marin Airporter for an initial three-year term beginning on July 1, 2018 with two additional option years and authorize Board President to execute agreement.

M/s: Director Sears - Director Arnold

Ayes: President Moulton-Peters, Vice President Connolly, Second Vice President Rodoni, Director Rice, Director Colin, Director Sears, Director Arnold

Noes: None

Absent: None

6. [Award of Contract for Operations and Maintenance of Fixed Route Package 2 Services to MV Transportation](#)

[Item 6-Letter](#)

This item was discussed with item 5. President Moulton-Peters called for a motion and a second for each of the contracts.

Recommended Action: Award contract for operation and maintenance of Marin Transit Fixed Route Package 2 service to MV Transportation for an initial three-year term beginning on July 1, 2018 with two additional option years, and direct General Manager to negotiate final contract terms for service beginning on July 1, 2018.

M/s: Director Sears - Director Arnold

Ayes: President Moulton-Peters, Vice President Connolly, Second Vice President Rodoni, Director Rice, Director Colin, Director Sears, Director Arnold

Noes: None

Absent: None

7. [The Greening of the Marin Transit Fleet](#)

[Item 7-Staff Report](#)

Capital Analyst Anna Penoyar gave a presentation on the Greening of the Marin Transit Fleet. Director Sears asked if there is a difference in charging rates between electric buses and electric vehicles. Capital Analyst Anna Penoyar responded that buses consume more energy and there is no specific rate for buses. Director Sears suggested that Marin Transit enter into conversation with Marin Clean Energy about electric vehicle rates. She asked about what lobbying activities are needed to promote necessary changes to the rate structure, since electricity rates have been flagged as an impediment.

Capital Analyst Anna Penoyar noted that Marin Transit does not currently have control over the energy provider. A new operations and maintenance facility, if

constructed, would enable greater control over those decisions. Director Lucan asked about the range of the electric buses and how their range is affected by climate and topography. Ms. Penoyar responded that it is difficult to know in advance. The amount of battery drainage will become clearer after running this pilot program. General Manager Nancy Whelan further added that the routes identified for this pilot are likely to be the shortest, with blocks between 80 or 90 miles in length.

Director Colin inquired about the California Air Resources Board (CARB) Draft Innovative Clean Transit Rule and its effect on the greening of Marin Transit. Ms. Penoyar responded that beginning in 2023, the District plans to replace nine buses, and under the draft rule five of these will be required to be zero-emission. Ms. Colin remarked that the regulation is in the draft stage and asked how Marin Transit is participating in the process. Ms. Penoyar responded that CARB has been soliciting comments from transit agencies through the California Transit Association and its Electric Bus Working Group, and they are preparing comments.

Director Rice remarked that the clean CARB rule is signaling to the manufacturers nationwide that there is going to be demand. Ms. Rice remarked that it is challenging because Marin Transit relies on federal funding for these vehicle purchases. The District will benefit from lobbying at the State level, the local air district, and CARB to secure the additional funding to pay for these purchases.

President Moulton-Peters questioned whether State Cap and Trade money is being considered. General Manager Nancy Whelan confirmed that Marin Transit does receive some Cap and Trade funding through a formula.

Recommended Action: Information only.

8. [Demonstration of Marin Transit's New Website](#)

[Item 8-Staff Report](#)

Director of Operations and Planning Robert Betts provided an overview of Marin Transit's recently launched website.

Director Sears and Director Colin remarked that the mobile version of the website and translation services were very well done. Director Colin suggested that the "Program Finder" section of the website be reworked so that the feature is clearer for the general public. Mr. Betts responded that the feedback section of the website is now more easily accessible and will include feedback on device use and operating data.

Recommended Action: Discussion only.

9. [Agreement with Golden Gate Bridge Highway and Transportation District and Sonoma-Marín Area Rail Transit District for sharing State Transit Assistance Population-based Funds](#)

[Item 9-Staff Report](#)

General Manager Nancy Whelan gave an overview of State Transit Assistance (STA) population-based funding and remarked that Marin Transit primarily uses these funds for operating expenses. The funds have been governed by Metropolitan Transportation Commission policies going back to 2008. Historically, Golden Gate Transit and Marin Transit have shared STA population-based funds on a formula basis. MTC recently revised its regional policy for these funds, making them available to county Congestion Management Agencies on a block grant basis. In addition to this policy change, as a new transit operator SMART is now eligible for STA population-based funds. Staff recommends approving an agreement between the three eligible transit operators in Marin County for sharing the funds. The agreement is based on the same formula Marin Transit and Golden Gate Transit used previously and now includes SMART. The agreement addresses MTC's new requirements. The Golden Gate Bridge Highway & Transportation District Board approved the new agreement on February 23, 2018. The SMART Board will consider approval later this month. Staff recommended that Marin Transit approve this agreement.

Recommended Action: Approve.

M/s: Director Sears - Director Arnold

Ayes: President Moulton-Peters, Vice President Connolly, Second Vice President Rodoni, Director Rice, Director Sears, Director Arnold, Director Colin

Noes: None

Absent: None

[Adjourn](#) President Rice adjourned the meeting at 10:53 am.

SINE DIE

PRESIDENT

ATTEST:

CLERK



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 2, 2018

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

board of directors

stephanie moulton-peters
president
city of mill valley

damon connolly
vice president
supervisor district 1

dennis rodoni
2nd vice president
supervisor district 4

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

kathrin sears
director
supervisor district 3

katie rice
director
supervisor district 2

SUBJECT: Contract with Brown Armstrong for Independent Year End Audits

Dear Board Members:

RECOMMENDATION: Award contract and Authorize Board President to execute contract with Brown Armstrong Accountancy for Independent Year End Audits for three years with two additional option years.

SUMMARY: Staff recommends that your Board approve a contract (#171868) with Brown Armstrong to provide Independent Year End audits for fiscal years ending June 30, 2018, June 30, 2019, and June 30, 2020, with two optional one-year extensions. The contract includes performance of the federal single audit and preparing the Comprehensive Annual Financial Reports (CAFR) and National Transit Databased compliance audits (if required).

On January 16, 2018, Marin Transit issued a Request for Proposals (RFP) to complete independent year end audits. Responses were due February 26, 2018. Marin Transit received nine proposals from qualified firms. An evaluation panel was convened to review the proposals based on the criteria specified in the RFP and conducted four interviews on March 13, 2018.

The panel concluded that Brown Armstrong possesses significant experience with governmental accounting, the transit industry, and compliance auditing. Moreover, this firm provided clear schedules and key staff members with deep experience with transit agency audits.

Marin Transit staff believe that Brown Armstrong will effectively and efficiently provide comprehensive year end audit services and has the expertise to continue to improve the sophistication of Marin Transit's financial reporting.

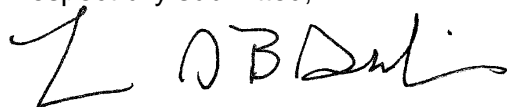
FISCAL/STAFFING IMPACT:

The cost to Marin Transit for the services to be provided shall not exceed the maximum sum of \$97,760, including direct non-salary expenses for the three base contract years. Table 1 shows contract maximums by fiscal year and option year pricing. The overall contract budget is very close to the costs projected in the District's 10-year financial plan. In the first contract year, the new contract maximum is below the prior year costs though this is offset by a higher annual cost escalation. The funding for the audits will be budgeted by fiscal year under the accounting and audit fees line item, and future years will be subject to Board approval.

Table 1: Contract Expense by Fiscal Year:

FISCAL YEAR	Audit Year	Contract Maximum	General Audit	Single Audit**	CAFR Prep	NTD IAS-FF (if needed)
FY17/18	FY18	\$31,010	\$19,970	\$4,480	\$5,060	\$1,500
FY18/19*	FY19	\$32,561	\$20,969	\$4,704	\$5,313	\$1,575
FY19/20*	FY20	\$34,189	\$22,017	\$4,939	\$5,579	\$1,654
Option Years						
FY20/21*	FY21	\$35,898	\$23,118	\$5,186	\$5,858	\$1,736
FY21/22*	FY22	\$37,693	\$24,274	\$5,445	\$6,150	\$1,823
* Contingent on budget approval and funding availability						
** Includes three program areas						

Respectfully submitted,



Lauren Gradia
Director of Finance and Capital Programs

Attachment A: Contract
Attachment B: Engagement Letter

**MARIN COUNTY TRANSIT DISTRICT
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this April day of 2, 2018, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and Brown Armstrong Accountancy Corporation, hereinafter referred to as "Contractor" or "Auditor"

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following service: Independent Financial Audit Services; 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 **\$ 97,760** including direct non-salary expenses for the three base years. Table 1 shows contract maximums by fiscal year and option year pricing. 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.

Table 1: Contract maximums by Fiscal Year:

FISCAL YEAR	Audit Year	Contract Maximum	General Audit	Single Audit	CAFR Prep	NTD IAS-FF (if needed)
FY17/18	FY18	\$31,010	\$19,970	\$4,480	\$5,060	\$1,500
FY18/19*	FY19	\$32,561	\$20,969	\$4,704	\$5,313	\$1,575
FY19/20*	FY20	\$34,189	\$22,017	\$4,939	\$5,579	\$1,654
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FY21/22*	FY22	\$37,693	\$24,274	\$5,445	\$6,150	\$1,823

5. TIME OF CONTRACT:

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

6. INSURANCE:

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

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

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

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

13. TERMINATION:

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

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

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

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

Exhibit E - Debarment Certification (SUBMITTED WITH CONTRACTOR PROPOSAL)

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:	Lauren Gradia, Director of Finance and Capital Programs
	Marin Transit
Dept./Location:	711 Grand Ave, Suite 110, San Rafael, CA 94901
Telephone/Email.:	415-226-0861 LGRADIA@marintransit.org

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone | Email.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

**CONTRACTOR'S
INITIALS**

<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input type="checkbox"/> Federal Transit Administration Contract Provisions	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT F.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	

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

The Auditor will perform services using the most current version of each of the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
- The standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States;
- The provisions of the Single Audit Act as amended;
- The provisions of U. S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations;
- State of California Transportation Development Act (TDA);
- Special District and Transit District Reporting Requirements, as specified by the California State Controller.

Task 1: Independent Audit

The Auditor will be expected to audit all revenues and expenditures of Marin Transit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller of the United States. The auditor will be required to assist with implementation of Governmental Accounting Standards Board statements as applicable. The audit firm will render their auditors' report on the basic financial statements. The auditor will also prepare: Management's Discussion and Analysis; and a supplemental schedule fully identifying all Marin Transit revenues by source including the original source on pass through funds from Golden Gate Transit.

Task 2: Federal Single Audit

The audit firm will perform a Single Audit on the expenditures of federal grants in accordance with 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance (formerly OMB Circular A-133)* and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of Marin Transit's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with 2 CFR 200. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.

The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Prior to issuance of the final management letter, the auditor shall deliver a draft copy to Marin Transit for review and management's responses.

Task 3: Comprehensive Annual Financial Report

The auditor shall complete a Comprehensive Annual Financial Report (CAFR) for submittal to the Government Finance Officers Association Certificate for Achievement of Excellence in Financial Reporting Program: http://www.gfoa.org/index.php?option=com_content&task=view&id=35&Itemid=58. This report will be completed with assistance from Marin Transit staff. Marin Transit staff will be responsible for compiling the Statistical Section of the report and assisting in the document set-up.

Deliverables for Tasks 1,2 & 3

The auditor shall prepare and submit four (4) copies of the preliminary draft of findings and recommendations, material weaknesses identified as a result of the evaluation in internal control systems, a summary of all instances of noncompliance with federal and state compliance requirements, and an identification of total amounts questioned. The preliminary draft should be submitted no later than October 30 of each year unless otherwise authorized by the General Manager.

Concurrent with submittal of the preliminary draft the auditor shall conduct an exit conference with the General Manager, and other appropriate personnel to review the preliminary draft and discuss findings.

At the conclusion of the CAFR the auditor shall provide:

- One (1) unbound reproducible master of each auditor prepared report
- An electronic file of each auditor prepared report, preferably in Word format
- Fifteen (15) bound copies of each final auditor prepared report

The auditor may be required to attend a minimum of one Board of Directors meeting for the purpose of discussing the audit and its conclusions.

Task 4: National Transit Database (NTD) Independent Auditor Statement for Federal Funding Allocation Data (IAS-FFA)

If required, Auditor will apply the agreed-upon procedures prescribed by the FTA, to the data contained in the Federal Funding Allocation Statistics Form (FFA-10). Such procedures, which were specified by the Federal Transportation Administration (FTA) in the Declarations section of the 2017 Reporting Manual and were agreed to by the District, were applied to assist the specified parties in evaluating whether the District complied with the procedures specified by the FTA and that the information included in the National Transit Database (NTD) report Federal Funding Allocation Statistics Form (FFA-10) is presented in conformity with the requirements of the Uniform System of Accounts (USOA) and Records and Reporting System; Final Rule, as specified in 49 CFR Part 630, Federal Register, December 2007 and as presented in the 2008 Reporting Manual.

The NTD IAS-FFA services represent agreed-upon procedures under AICPA attestation standards.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

DISTRICT shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** DISTRICT shall pay CONTRACTOR an all-inclusive maximum price a contract fee according to the table below. The price includes all expense reimbursements. Payments will not exceed the annual contract maximum during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 days following provision of services.

FISCAL YEAR	Audit Year	Contract Maximum ¹	General Audit	Single Audit ²	CAFR Prep	NTD IAS-FF (if needed) ³
FY17/18	FY18	\$31,010	\$19,970	\$4,480	\$5,060	\$1,500
FY18/19	FY19	\$32,561	\$20,969	\$4,704	\$5,313	\$1,575
FY19/20	FY20	\$34,189	\$22,017	\$4,939	\$5,579	\$1,654
Option Years						
FY20/21 ⁴	FY21	\$35,898	\$23,118	\$5,186	\$5,858	\$1,736
FY21/22 ⁴	FY22	\$37,693	\$24,274	\$5,445	\$6,150	\$1,823
1) Maximum Contract is the addition of project components 2) Single Audit pricing is based on the number of major programs and is shown based on three major programs 3) The NTD work will only be done (and paid for) if required by FTA for the audit year 4) Option years will require a contract amendment						

The Contactor can invoice for fees no more than monthly based work completed and billed according to the rate schedule included in the contractor proposal (not to exceed the contract maximum) or on completion of each task.

- (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.
- (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 amount payable to Contractor under this Contract for this period shall not exceed \$97,760.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: _____

CONTRACT TITLE: _____

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

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

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

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

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

Contract Manager Signature:

Date:



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 2, 2018

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Purchase Agreement with Apollo Video Technology for Security Camera Systems for Ten Gillig Hybrid Buses

board of directors

Dear Board Members:

stephanie moulton-peters
president
city of mill valley

RECOMMENDATION: Authorize the General Manager to execute an agreement with Apollo Video Technology to purchase and install on-board camera systems on ten Marin Transit buses at a cost not to exceed \$25,672.

damon connolly
vice president
supervisor district 1

SUMMARY: In 2017, Marin Transit purchased ten 40' Gillig Hybrids to replace ten vehicles owned and operated by Golden Gate Transit (GGT) and which were used on Marin Transit local service. The buses were delivered in December.

dennis rodoni
2nd vice president
supervisor district 4

Onboard security cameras help to address both passenger behavior and operational issues. They enable the operator to capture and verify on-board incidents and identify offenders, and they can also monitor driver behavior.

judy arnold
director
supervisor district 5

In planning for this vehicle purchase, staff had decided to transfer the security cameras from the ten retired buses that are being replaced to the new vehicles. These ten replaced buses are Marin Transit's local share of the overall shared fleet of Marin Transit and Golden Gate vehicles. GGT is in the process of replacing the remaining vehicles in this shared fleet, however, there is a delay in delivery. GGT needs to keep the ten replaced vehicles in service to maintain operations on their routes. Thus, the cameras are not available for transfer to the new Marin Transit vehicles.

kate colin
director
city of san rafael

kathrin sears
director
supervisor district 3

GGT has requested that Marin Transit purchase new cameras for the ten Gillig buses. In return, GGT will not charge the District for in-plant inspection services when the Gilligs were built or for equipment installation.

katie rice
director
supervisor district 2

Apollo Video Technology is the camera system that GGT uses on all of its buses, and is installed on all Marin Transit vehicles operated

by GGT. The recommended purchase will allow Golden Gate Transit to maintain equipment consistency.

With your Board's approval, the General Manager will execute an agreement with Apollo Video Technology to purchase camera systems for ten new buses. All vehicle installation work will be performed at GGT's yard at no cost to the District.

FISCAL/STAFFING IMPACT: The total cost to purchase the onboard camera surveillance systems for ten Gillig Hybrid Buses will not exceed \$25,672. The cost of the cameras falls under the project budget LY – Purchase 10 40ft vehicles. GGT waived charges for in-plant inspection services and installation of equipment, allowing Marin Transit's costs to fall within the project budget.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Anna Penoyar". The signature is fluid and cursive, with a long, sweeping underline that extends to the left.

Anna Penoyar
Capital Analyst



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director
city of san rafael

kathrin sears
director
supervisor district 3

katie rice
director
supervisor district 2

April 2, 2018

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Contract with MV Transportation for Operations and Maintenance of Fixed Route Package 2 Services

Dear Board Members:

RECOMMENDATION: Authorize Board President to execute contract with MV Transportation for operation and maintenance of Marin Transit Fixed Route Package 2 service beginning on July 1, 2018

SUMMARY: On November 17, 2017 Marin Transit issued a Request for Proposal (RFP) for the operation and maintenance of Package 1 and 2 services. The RFP provided an option to propose a consolidated single contract, as Package 3, that would include all the services under Packages 1 and 2. The Package 1 services consist of eight Marin Transit Local Connector and Local Basic routes (22, 49, 219, 228, 233, 245, 251, and 257) and an estimated 74,950 revenue hours annually. Package 2 services consist of 13 of Marin Transit's Rural, Supplemental School, Recreational, and Partnership Routes (61, 66, 68, 113, 115, 117, 119, 122, 125, 139, 145, 151, and 154) and an estimated 30,000 revenue hours annually.

Marin Transit currently provides Package 2 services under contract with MV Transportation. As part of the RFP design, the Route 49 was shifted from Package 2 to Package 1 for continuity of service and equipment utilization. All other Package 1 services are currently provided under contract with Marin Airporter.

The Package 1 and 2 contracts will end on June 30, 2018. Marin Transit is required to competitively procure goods and services under the District's Procurement Policy and as a recipient of federal funds.

A technical panel interviewed the two responsive proposers and evaluated them using the criteria identified in the RFP. To ensure that the technical evaluation was independent of cost considerations, the technical panel was not provided with the proposal pricing sheets. Price points were awarded separately based on the total proposal costs over the possible five-year term. The Marin Transit Board approved the contract award and authorized the Board President to execute a contract with Marin Airporter for Package 1 services. At the

same meeting, the Board approved award of the Package 2 service contract with MV Transportation and authorized the General Manager to negotiate final contract terms.

As a part of their proposal, MV Transportation submitted a request that Marin Transit consider changes to the draft contract included with the RFP. Marin Transit staff discussed the requested changes with MV Transportation management at a contract negotiation meeting on March 14, 2018. The parties agreed to minor changes to the contract language as a result of the meeting. Legal counsel assisted in the review of requested changes and concurred in a change to the indemnification clause. There are no changes to the contract pricing.

FISCAL/STAFFING IMPACT: The MV Transportation Package 2 pricing is summarized below:

Cost per Revenue Hour - Package 2 Service

	Base Years			Option Years	
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Hourly Rate	\$ 56.59	\$ 57.00	\$ 59.16	\$ 60.26	\$ 62.20
Fixed Monthly Fee	\$ 112,143	\$ 115,617	\$ 120,302	\$ 123,377	\$ 126,570

The total cost of this contract over the possible five-year time frame is \$16,032,412 for Package 2 service. This is based on the RFP Package 2 forecast of 30,000 revenue hours annually.

The contract allows Marin Transit to increase or decrease the forecast revenue hours by 20 percent without renegotiating. Option years and expanded revenue hours will be authorized as needed, subject to approval of the Board and available funding.

The effective contract hourly rate for these services in FY 2018/19, is \$101.45 per revenue hour. Many of the Package 2 services are peak period services with significant deadhead hours that are costly to provide. In the District's 10-year financial plan for the recent Short Range Transit Plan (SRTP), the contract rates for the services in Package 1 and Package 2 included 10 percent and 20 percent escalations, respectively, to account for potential price increases in the new contracts. The effective contract hourly rate is 17 percent above the SRTP estimate. While the costs of Package 2 are above SRTP projections, this package accounts for only 36 percent of the combined service hours. The cost for Package 1 is below SRTP projections. Combined, both packages are within one percent of the SRTP projections and provide for 700 additional service hours.

Respectfully submitted,



Nancy Whelan
General Manager

#171871

**FIXED ROUTE SERVICE
PACKAGE 2
OPERATIONS AND MAINTENANCE CONTRACT**

Between

MARIN COUNTY TRANSIT DISTRICT

And

MV TRANSPORTATION, INC

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CONTRACT FOR THE OPERATION AND MAINTENANCE OF RURAL AND SEASONAL SERVICE

This Contract (CONTRACT) is made and entered into by and between the Marin County Transit District (MCTD) and MV Transportation, Inc. (CONTRACTOR).

ARTICLE 1—DEFINITIONS AND INTRODUCTORY PROVISIONS

SEC. 101 DEFINITIONS

As used in this Contract:

1. **Adequate, Appropriate, Proper, Sufficient.** The terms “Adequate, Appropriate, Proper, Sufficient”, or variations thereof as used throughout this Contract, mean performing work or duties under the Contract in accordance with the standards and requirements of the Contract Documents and in accordance with the standards and requirements generally accepted as standards in the transit industry.
2. **Americans with Disabilities Act of 1990 (ADA).** The terms “Americans with Disabilities Act of 1990” or “ADA” mean the statute enacted by the United States Congress as Public Law Number 101-336.
3. **Assumed Annual Revenue Hours.** The term “Assumed Annual Revenue Hours” means the range of revenue hours (with an identified floor and ceiling) on an annual basis that is anticipated by the MCTD to meet the service requirements of this Contract. The Assumed Annual Revenue Hours for each base and option year of the Contract are set out in Section 304, below.
4. **Automated Passenger Counting System.** The term “Automated Passenger Counting System” or “APC” means the on-board automated passenger counting system (Syncromatics) used by MCTD in support of counting passengers.
5. **Automatic Vehicle Location/Automated Voice Annunciation System.** The term “Automatic Vehicle Location System” and “Automated Voice Annunciation System” or “AVL” and AVAS means the automatic vehicle locations system/ Automated Voice Annunciation System (Syncromatics) used by the MTCD in support of vehicle tracking and monitoring.
6. **Block.** The term “Block” means a work assignment for a revenue vehicle.
7. **Clipper.** The term “Clipper” refers to the San Francisco Bay Area’s regional electronic fare system. MCTD is a participating transit agency in the program and accepts Clipper fare media as fare payment from other participating transit agencies with equipment provided by the program’s sponsor the Metropolitan Transportation Commission.
8. **Commencement Date.** The term “Commencement Date” means the date on which CONTRACTOR assumes responsibility for Revenue Service under this Contract.
9. **Contract.** The term “Contract” means this Contract between the MTCD and the CONTRACTOR for the operation and maintenance of Package 1 services described in MTCD Request for Proposals (RFP).
10. **Contract Documents.** The term “Contract Documents” means the following documents which collectively constitute the obligations of CONTRACTOR. In the event of an inconsistency or conflict among Contract Documents, the documents shall control in the following order of

precedence: (1) any Contract Amendments; (2) this Contract and the Attachments hereto; (3) CONTRACTOR's Proposal in response to the RFP; and (4) the RFP and any addenda thereto.

11. **CONTRACTOR.** The term "CONTRACTOR" means the entity entering into this Contract with the MCTD to provide the services described in the Contract Documents.
12. **Days.** The term "Days" means regular business days of the MCTD (Monday-Friday), unless otherwise specifically indicated as "calendar days".
13. **Mobile Digital Surveillance System.** The term "Mobile Digital Surveillance System" means the on-board camera system currently in use by the MCTD for recording video and audio events. The MCTD currently uses the Mobile Digital Surveillance system manufactured by Seon Design, Inc.
14. **Equipment.** The term "Equipment" means the equipment provided by the MCTD for use by CONTRACTOR in providing operations and maintenance services under the Contract, as listed in Attachment B.
15. **Facilities.** The term "Facilities" means the (CONTRACTOR or MCTD) provided buildings, structures, and grounds listed in Attachment C to be used by CONTRACTOR in providing services under this Contract.
16. **Fixed Monthly Fee.** The term "Fixed Monthly Fee" means the fixed amount to be paid to the CONTRACTOR by the MCTD on a monthly basis during the Contract Term, set forth in Attachment A hereto, as compensation for the CONTRACTOR's fixed cost of providing the services covered by this Contract.
17. **Federal Transit Administration (FTA).** The term "Federal Transit Administration" or "FTA" refers to the Federal Transit Administration of the United States Department of Transportation or its successor entity.
18. **Governing Body of the Marin County Transit District.** The term "Governing Body of the Marin County Transit District" or "MCTD Governing Body" means the Marin County Transit District Board of Directors.
19. **Holiday Schedule.** The term "Holiday Schedule" means a modified schedule to provide a different level of transit service on designated days.
20. **Key Personnel.** The term "Key Personnel" means the following CONTRACTOR personnel: The General Manager, Operations Manager, Maintenance Manager, and Safety and Security Manager.
21. **National Transit Database.** The term "National Transit Database" or "NTD" means the uniform reporting system that the U.S. Secretary of Transportation is required to maintain, and to which FTA grant recipients, including the MCTD, is required to report pursuant to Section 5335 of Title 49 of the U.S. Code.
22. **Normal Wear and Tear.** The term "Normal Wear and Tear" means damage or loss to a Revenue Vehicle, Facility or item of Equipment resulting from ordinary use and demand over time. The age of the Revenue Vehicle, Facility or item of Equipment, and the miles accumulated on a Revenue Vehicle, are among the factors the MCTD uses to distinguish Normal Wear and Tear from wear and tear that is the result of abuse or improper use.

23. **On-Time Performance.** The term “On-Time Performance” means the level of success in schedule adherence (avoiding Late and Early Trips).
24. **Proposal.** The term “Proposal” means the written documents submitted by CONTRACTOR in response to MCTD Request for Proposals (RFP).
25. **Revenue Vehicle.** The term “Revenue Vehicle” means the vehicles utilized to provide revenue in accordance with this Contract, as identified in Attachment D.
26. **MCTD General Manager.** The term “MCTD General Manager” means the General Manager of the MCTD or the person designated in writing by the MCTD General Manager to carry out his or her duties under this Contract.
27. **MCTD Project Manager.** The term “MCTD Project Manager” means the individual designated by the MCTD General Manager to administer the MCTD’s responsibilities under this Contract or the person designated by the MCTD Project Manager to carry out his or her responsibilities under the Contract.
28. **MERA.** The term “MERA” means the Marin Emergency Radio Authority, which is a Joint Powers Authority in Marin County that plans, implements and manages a countywide public safety and emergency radio system for the use of all member agencies. MCTD is a member agency and provides MERA radios to contractors.
29. **Radio System.** The term “Radio System” means the communication systems provided by MCTD or CONTRACTOR for voice communications with operators.
30. **Revenue Hour Rate.** The term “Revenue Hour Rate” means the rate to be paid to CONTRACTOR by the MCTD on a monthly basis during the Contract Term, set forth in Attachment A hereto, as compensation for CONTRACTOR’s variable costs of providing the services covered by this Contract.
31. **Special Services.** The term “Special Services” means additional transportation requirements above the existing schedule in support of community events that may occur annually or on a one-time basis.
32. **Support Vehicle.** The term “Support Vehicle” means any CONTRACTOR-provided vehicle needed to support the operation and maintenance of services provided under this Contract, including, but not limited to, cars, vans, tow trucks, lifted-equipped vans, and service trucks.
33. **System.** The term “System” means a complete and organized sum of integral parts that make up a working unit such as hardware, software, mechanical, electrical and structural systems. Examples include but are not limited to bus washes, building structures, flooring, fire/life safety, plumbing, mechanical, electrical, pneumatic, HVAC, and lighting systems.
34. **TransTrack.** The term “TransTrack” refers to MCTD’s centralized Data Management System provided by TransTrack Systems, Inc.®.
35. **Vehicle Trip.** The term “Vehicle Trip” means the operation of a Revenue Vehicle in scheduled service from the first geographic timepoint to the last geographic timepoint on a route or pattern servicing all applicable bus stops along the route or pattern and adhering to the published departure times.

All references to transit terminology in this document not defined above will be as defined in the Federal Transit Administration National Transit Database (NTD) Glossary. The NTD glossary can be found at <http://www.ntdprogram.gov/ntdprogram/Glossary.htm>.

SEC. 102 GENERAL OBLIGATIONS OF THE PARTIES

- A. **In General.** CONTRACTOR shall manage and operate (fixed route or paratransit) services; appropriately maintain a fleet of Revenue Vehicles and Equipment provided by the MCTD; CONTRACTOR in compliance with vendors' specifications and standards; and provide, operate, and maintain all Support Vehicles necessary to accomplish its obligations under this Contract. CONTRACTOR shall also provide an appropriately trained workforce and provide equipment and materials (except those items provided by the MCTD in accordance with this Contract) needed to operate the Revenue Vehicles over the routes and in accordance with the Revenue Hours established by the MCTD.
- B. **Project Management.** CONTRACTOR shall manage the Contract activities, (i.e., the "Project") according to the terms of this contract and CONTRACTORS defined operating procedures provided to the MCTD. The MCTD shall have the right to establish additional requirements which are reasonable for the operation of this service, pursuant to a Contract Amendment or the service change process set forth in this Contract.
- C. **CONTRACTOR's Responsibilities.** CONTRACTOR's performance shall be in accordance with the obligations of this Contract and the Attachments and forms attached hereto. CONTRACTOR's responsibilities shall include the following:
- a. Administration
 - i. Maintain written and verbal communications with the MCTD to the satisfaction of the MCTD Project Manager or his or her designee.
 - ii. Comply with and/or assist with the MCTD's monitoring and auditing programs, including Title VI submittals and Section 5335(a) reports for National Transit Database (NTD) submittals. Assist with the MCTD's ongoing programs, including customer satisfaction surveys that may be periodically undertaken.
 - iii. Respond promptly and precisely to the MCTD's requests for information according to the schedule set by the MCTD.
 - iv. File all operating, financial, and performance reports and invoices in accordance with this Contract in order to allow the MCTD to review their content in a timely manner.
 - v. Provide insurance coverage and indemnification as required in this Contract.
 - vi. Refer all MCTD-related media inquiries to the designated MCTD representative, and cooperate in providing public information through the MCTD.
 - vii. Provide any office equipment (including computers, hardware, software, and copiers) that CONTRACTOR determines will be needed for operation of the MCTD's Services, to supplement the Equipment provided by the MCTD as listed in Attachment B.

- viii. Notify the MCTD Project Manager in writing of any issues or concerns in proposed MCTD services or service area expansions, alterations, and/or reductions in service in a timely manner.
- ix. Notify the MCTD in writing, of any issues or concerns in proposed vehicle or other capital purchases.
- x. Identify, develop, and propose to the MCTD new or revised services or service performance ideas intended to create cost savings for the MCTD; provided that the decision to implement any such proposal shall be at the sole discretion of the MCTD.
- xi. Comply with all FTA drug and alcohol testing requirements and assist the MCTD in auditing and monitoring compliance with those requirements.
- xii. Comply with the Equal Employment Opportunity (EEO) Program and with FTA's EEO Program Guidelines.
- xiii. Comply with all applicable Federal, State, and local laws and regulations.
- xiv. Assist in the administration of the MCTD's Vehicle Advertising Program (if relevant).

b. Facilities

- i. The CONTRACTOR will provide a facility for the operation and maintenance of bus services provided under this contract. The facility will include (but not be limited to) an asphalted parking lot, the ability to access the undercarriage of all vehicle inside the garage, maintenance area, parts storage area, revenue vehicle cleaning and servicing area, administrative offices, sufficient space to allow for operator training and relief, revenue vehicle parking lot, and a dispatch area. The maintenance area will be fully equipped with all materials required to maintain all vehicles in accordance with the specifications, manufacturer's warranty, and preventative maintenance programs. The maintenance area will be kept clean and safe at all times throughout the term of the contract. The CONTRACTOR will be responsible for obtaining and complying with all required building, occupancy, or other governmental permits and must abide by OSHA safety standards. MCTD will approve maintenance and storage locations.
- ii. The Facility will be equipped with a computer and sufficient internet data communications to support, at a minimum, access to MCTD's web based data management system licensed through TransTrack. MCTD will determine whether and where a wireless communication system (e.g. antennae, router, computer connection, etc.). to download and upload Clipper data is to be located.
- iii. During the term of the Contract, the CONTRACTOR will be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials produced at the Facility, and will comply with all applicable Federal, State, and local laws, regulations, and requirements. The term "hazardous materials" includes flammable, explosive, or radioactive materials, chemicals, hazardous waste, toxic wastes or materials, or other similar substances, and any petroleum products or derivatives deemed hazardous by Federal, State, or local law.

c. Operations

- i. Meet all operations, equipment, and maintenance requirements established by this Contract.
- ii. Operate and maintain all Revenue Vehicles provided by the MCTD, including new Revenue Vehicles purchased during the Contract Term (except those that the MCTD determines, in its sole discretion, should be operated and/or maintained by another CONTRACTOR).
- iii. Provide transit service in accordance with the fixed route schedules established by MCTD.
- iv. Meet performance and safety standards, as set forth in this Contract and the Attachments hereto.
- v. Provide for the acquisition (by purchase or lease) of the Support Vehicles needed to support the service, and provide for the registration, insurance, maintenance, fueling, repair, and all other associated costs relating to the Support Vehicles.
- vi. Meet employee hiring standards, training standards, and staffing levels as specified in this Contract.
- vii. Provide properly trained, qualified personnel having management, operation, and vehicle maintenance expertise necessary to operate the MCTD's services, and administer personnel matters regarding CONTRACTOR's employees.
- viii. Provide properly trained and qualified personnel in sufficient quantities to fully support the service.
- ix. Provide appropriately trained and qualified safety personnel to investigate accidents and unsafe practices in a timely manner, and provide reports of those investigations to the MCTD in accordance with this Contract.
- x. Immediately report to the MCTD any accidents, including passenger accidents, or any other non-routine event or operational deviation, in accordance with this Contract.
- xi. Provide safe operation of the Revenue Vehicles and the Support Vehicles, cooperate with law enforcement agencies regarding security activities on board vehicles and elsewhere, provide safe workplace practices and safe working conditions for vehicle and Equipment maintenance, and meet safety and security requirements at the Facilities in accordance with Section 316.
- xii. Provide appropriate Facilities in accordance with this Contract, and provide, through contract or otherwise, for the maintenance and cleaning of the Facilities, for all landscaping at the Facilities, and for safety and security of the Facilities, including appropriate procedures for Facilities access and control.
- xiii. Provide for and manage all Radio System equipment, and coordinate with the MCTD for the timely maintenance of radios in vehicles and in the Facilities.

- xiv. Promptly notify the MCTD Project Manager of any deficiencies or defects in any Equipment or vehicles furnished by the MCTD, in accordance with this Contract.
- xv. Ensure compliance and enforcement of all MCTD passenger rules, policies and procedures as provided to CONTRACTOR by the MCTD
- xvi. Assist MCTD in marketing in accordance with its marketing plan and perform other marketing activities as determined by MCTD.
- xvii. Provide on road emergency farebox service, such as clearing jammed fareboxes.
- xviii. Provide for vehicle scheduling, run cutting, and operator deployment.
- xix. Conduct all National Transit Database (NTD) on-board passenger data trip surveys in the manner prescribed by the MCTD.
- xx. Manage and implement the posting and timely removal of Rider Alerts, Transit Guides and Schedules, and other MCTD publications and announcements.
- xxi. Probe all fareboxes in revenue service regularly. Maintain all fareboxes in accordance with MCTD and Original Equipment Manufacturer (Genfare) requirements.
- xxii. Ensure Clipper units download/upload data at Facilities. Maintain Clipper equipment in accordance with MCTD, Metropolitan Transportation Commission (MTC), and Cubic requirements. Review weekly recurring reports sent by Cubic to ensure that all Clipper units are working properly.
- xxiii. Provide a complete customer service information phone line, including customer voice phone.
- xxiv. Develop and implement methods to maximize service delivery.

d. Maintenance

- i. Maintain all Equipment and Revenue Vehicles and Support Vehicles in accordance with this Contract and provide qualified personnel who can assist the MCTD in troubleshooting defects and working with manufacturers to resolve problems.
- ii. Maintain, preserve, and protect all MCTD-provided Equipment, tools, and materials in good working order and in accordance with the vendors' specifications.
- iii. Notify MCTD in the event that any MCTD provided Equipment becomes damaged or is otherwise inoperable.
- iv. Provide tires and replacement tires in sufficient quantities and of sufficient quality to assure that Revenue Vehicles will be available to maintain the MCTD service and satisfy other contractual requirements.
- v. Provide all of the appropriate tools needed for the maintenance of Revenue Vehicles.

- vi. Identify, acquire, and maintain a sufficient parts inventory to properly maintain the various types and number of Revenue Vehicles in the MCTD fleet.
 - vii. Properly dispose of all hazardous materials including, waste oil, grease, and automatic transmission fluid, in accordance with all applicable local, State, and Federal laws and regulations.
 - viii. As requested, process the disposal or donation of any Revenue Vehicles, identified by the MCTD for disposal or donation, in accordance with procedures provided by the MCTD.
 - ix. Procure and furnish fuel and track and report fuel usage for the Revenue Vehicles. Pass through actual cost of fuel to MCTD.
 - x. Fuel vehicles at Marin County Civic Center Facility and track and report fuel usage.
 - xi. Track and report Revenue Vehicle fuel usage at Commercial fueling locations or at Contractor's facility in accordance with MCTD policy for fuel cost reimbursement.
 - xii. Work with vehicle manufacturers, dealerships and local warranty shops during the initial warranty period.
 - xiii. Work with the OEM on all vehicle warranty campaigns. Make repairs to, adjustments to, updates to and programming of AVL systems, APC systems, radio communications systems, destination signs, fare collection equipment, Clipper equipment, and mobile digital surveillance systems.
 - xiv. Provide employee development training to maintenance personnel for advancement.
 - xv. Procure necessary materials and establish a Genfare farebox "bench" for training purposes.
- e. Fares
- i. Collect fares and sell MCTD passes in a manner that complies with the MCTD's established and published fare policy.
 - ii. Probe and empty fareboxes, collect and deposit and report actual revenues.
 - iii. Maintain region-wide Clipper equipment and provide for clear reporting of MCTD revenues collected through this program.

D. MCTD's Responsibilities.

The MCTD's responsibilities include the following:

- a. Administration

- i. Identify, develop, and plan for new and revised services, and develop service scopes for competitive procurement within the Transportation Improvement Program/Short Range Transit Plan.
- ii. Establish and periodically evaluate all policies regarding the operation and performance of the MCTD's fixed route and paratransit system.
- iii. Provide continuing service planning and capital planning (short and long range).
- iv. Coordinate informational reports and manage appropriate information systems.
- v. Establish routes and schedule services and define service areas.
- vi. Communicate with CONTRACTOR, the media, and the public.
- vii. Carry out marketing activities, including publication of timetables and route maps, and materials that increase accessibility for visually and hearing impaired persons in accordance with the ADA.
- viii. Administer and monitor this Contract, audit CONTRACTOR's books, records, and accounts, and evaluate and inspect CONTRACTOR's work and procedures for contract compliance.
- ix. Comply with Federal, State and local laws and regulations.
- x. Prepare for and provide official notice of all meetings, including those for which CONTRACTOR is responsible for the presentation of informational items.
- xi. Collaborate in the administration of the vehicle advertising program for MCTD-owned vehicles.
- xii. Audit CONTRACTOR's invoices prior to reimbursement.

b. Operations

- i. Establish operations and maintenance requirements and performance standards for CONTRACTOR.
- ii. Determine compliance with Contract requirements and assess liquated damages, as appropriate.
- iii. Investigate unsafe practices as MCTD deems appropriate.
- iv. Provide sufficient Revenue Vehicles for use in the service described in this Contract, and determine the paint schemes and logos for Revenue Vehicles, including those vehicles provided by CONTRACTOR.
- v. Provide the Equipment, tools, and materials which are specifically designated as MCTD's responsibility in this Contract.
- vi. Communicate information concerning deficiencies in service to CONTRACTOR in a timely manner.

- vii. Pay CONTRACTOR for services rendered as provided in this Contract.
- viii. Locate, establish, and maintain all bus stops and transit centers.
- c. Maintenance
 - i. Inspect, monitor and audit vehicle maintenance practices and activities for all MCTD-provided vehicles.
- d. Fares
 - i. Establish and evaluate fare policies and fare structure, and review and evaluate ridership trends.

SEC. 103 REPRESENTATIONS, WARRANTIES, AND STANDARD OF PERFORMANCE

- A. **CONTRACTOR Representations and Warranties.** CONTRACTOR represents, warrants, and covenants as follows:
- a. Maintenance of Licenses and Permits. CONTRACTOR has, and through the Contract Term shall maintain, all required licenses, permits, status, professional ability, skills and capacity to perform the Work in accordance with the requirements of the Contract Documents, other than permits and licenses pertaining to the Facilities obtained by the MCTD.
 - b. Laws, Regulations, and Governmental Approvals. CONTRACTOR has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the condition of any required governmental approvals, prior to entering into this Contract. CONTRACTOR acknowledges and agrees that it is responsible for complying with such laws and regulations, and, except as otherwise provided in the Contract Documents, for obtaining governmental approvals at its sole cost and without any increase in compensation on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.
 - c. Legal Proceedings. There are no existing or threatened legal proceedings against CONTRACTOR, as of the date of execution of this Contract that would have an adverse effect on its ability to perform its obligations under the Contract, its financial condition, or its operations.
 - d. Status and Authority. (a) CONTRACTOR is a corporation, joint venture, or partnership duly organized and licensed to do business in the State of California, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted; (b) if a joint venture or partnership, each member of CONTRACTOR is duly qualified to do business, and is in good standing, and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents; and (c) the execution and performance of this Contract will not result in a breach or default under the organizational documents of any such Person or under the terms of any indenture, loan, credit agreement, or related instrument to which such Person is a party or by which it is otherwise bound.

e. Variety of Vehicles. CONTRACTOR acknowledges that the MCTD has a variety of Revenue Vehicles in its fleet and may purchase an additional variety of Revenue Vehicles during the Contract Term, and agrees that the compensation to be paid to CONTRACTOR (as described in Section 401 and Attachment A) covers the full cost of operating and maintaining a variety of Revenue Vehicle types and providing the services required under this Contract, subject to any possible adjustments under Section 304F hereof.

B. **Standard of Performance.** CONTRACTOR shall perform the work diligently, carefully, and in a timely and professional manner, in accordance with the standards and requirements in the Contract Documents and in accordance with standards and practices generally accepted as standards of the industry; and shall have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform its obligations under this Contract. CONTRACTOR shall perform all work as an independent CONTRACTOR.

SEC. 104 NOTICES AND TERM OF CONTRACT

A. **Notice of Award.** Within seven (7) Days after the date this Contract is approved by the MCTD Governing Body, the CONTRACTOR will submit the following to the MCTD: (1) the insurance policies as specified in Section 405 (or a declaration page indicating coverages specified in Section 405, so long as the full insurance policy is submitted to the MCTD within twenty-one (21) calendar days of the Award); (2) the list of CONTRACTOR's Key Personnel (as identified in CONTRACTOR's Proposal in response to the RFP); and (3) CONTRACTOR's complete organizational chart.

B. **Submittals.**

a. 45 Day Submittals. Within forty-five (45) calendar days after Contract approval, CONTRACTOR shall submit to the MCTD, for its review and approval pursuant to Section 105F, the following plans and programs: (1) the Transition and Start-up Plan; (2) the Employee Training Program; (3) the Vehicle Maintenance Plan, and the Preventative Maintenance Program, (4) and the Safety Program.

b. 90 Day Submittals. Within ninety (90) calendar days after Contract approval, CONTRACTOR shall submit to the MCTD for its review and approval pursuant to Section 105F, the following plans and programs specific to the MCTD contract: (1) the Drug and Alcohol Policy Program; (2) and the Safety, Security, and Emergency Management Program, (3) Emergency Preparedness Plan.

c. Maintenance of Effort. All CONTRACTOR plans and programs shall be consistent with the plans and programs submitted with CONTRACTOR's proposal in response to the RFP, and shall contain at least the same level of effort (e.g., the required activities during transition and start-up; the hours of specific training, etc.) as set forth in CONTRACTOR's proposal.

C. **Contract Term.** The term of this Contract is for three (3) years (the Base Contract Term), beginning on the Commencement Date, with two (2) one (1) year options, for a total possible Contract term of five (5) years. The Contract Term will commence July 1, 2018 (the Commencement Date).

- D. **Assumption of Responsibility.** CONTRACTOR shall assume responsibility for the provision of Revenue Service and all other obligations under this Contract on the Commencement Date, at the conclusion of the Transition and Start-up period.
- E. **Options.**
- e. Exercise by the MCTD. At least ninety (90) calendar days prior to the end of the last year of the Base Contract Term, the MCTD shall notify CONTRACTOR whether it intends to exercise the option(s). This notification shall specify whether one or more than one option is being exercised. If only the first option is exercised at that time, the MCTD shall provide notice in writing at least ninety (90) calendar days prior to the end of that option term whether the MCTD intends to exercise the remaining option. Upon receipt of said notice, the contractor shall respond in writing to MCTD of its interest to proceed with the option(s). The decisions as to whether to exercise the option(s) shall be in the MCTD's sole discretion. In addition, the MCTD also reserves the right to extend the Base Contract Term, or an option term, on a month-to-month basis, for a period of not-to-exceed six months at then-current Fixed Monthly Fee and Service Hour Rate. Performance during any such extension shall be subject to all terms and conditions of this Contract.
 - f. Nature of Option and Calculation of Option Prices. The option(s) provided under this Contract is the unilateral right of the MCTD to obtain transit services from CONTRACTOR for the option term. The Revenue Hour Rate for each option year shall be as set forth for that year in Attachment A. CONTRACTOR acknowledges and agrees that it is contractually obligated, upon exercise of the option by the MCTD, to provide the services described hereunder at the fees and rates established for the applicable option year.

SEC. 105 TRANSITION AND START-UP

- A. **Timing and General Obligation.** Transition and Start-up activities of CONTRACTOR shall begin immediately upon Contract award. CONTRACTOR shall be responsible for carrying out an effective and smooth transition and start-up process, in accordance with its Transition and Start-up Plan, which will assure that it is capable of hiring necessary employees (consistent with the preference-in-hiring requirements), conducting required training, and assuming responsibility for all required operations by the date of commencement of services. The Transition and Start-up Plan, as provided to the MCTD, shall be binding on CONTRACTOR.
- B. **Vehicles and Facilities.** The MCTD will provide CONTRACTOR a minimum of three (3) Revenue vehicles for purposes of training employees during the transition period. Revenue Vehicles assigned to CONTRACTOR for training become the responsibility of CONTRACTOR and CONTRACTOR shall maintain those Revenue Vehicles in accordance with Section 306.
- C. **Training.**
- a. Refresher and other Training. CONTRACTOR shall assure that all existing vehicle operators who remain in service under this Contract have at least eight (8) hours of training, which shall include refresher courses on safety and defensive driving as well as any other training included in CONTRACTOR's Training Program. Such refresher training shall accommodate the work schedule of the existing employees. All employees shall be trained in accordance with CONTRACTOR's Training Program, including refresher

courses identified in that Program or otherwise deemed to be reasonably necessary by CONTRACTOR, within ninety (90) calendar days after the commencement of service.

- b. Post Training Testing Program. CONTRACTOR shall develop and implement a post-training testing program to be given to new employees (including employees of the prior operator) to ensure the information provided during training was understood and absorbed so that the employees can complete their assigned tasks properly. Employees receiving a failing grade will be required to participate in the entire training course again or segments of the course training they failed, and they must receive a passing grade prior to being assigned to operate a vehicle in Revenue Service. CONTRACTOR shall provide the MCTD with a written syllabus of the training course, and shall make available upon request training logs that identify the name of the course, provide a brief course description, the date of when training was provided, the location where training was provided, the name and title of the course instructor, a listing of all employees who participated in the training, and post-training test scores. CONTRACTOR shall also demonstrate the specific efforts it made to retrain those employees that received failing grades.
- D. **Compensation.** MCTD, at its discretion, shall determine whether CONTRACTOR's Transition and Start-up activities are significant, identified in the Contract's proposal as such, and warrant compensation. If deemed as such, CONTRACTOR shall submit invoices to the MCTD per MCTD reimbursement policy for the identified Transition and Start-up activities, such as staff or administrative costs of participating in the initial Revenue Vehicle and Equipment inspection under subsection E of this Section. Each invoice shall be paid within ten (10) Days after receipt, subject to MCTD review to assure that invoiced amounts are necessary and reasonable transition costs.
- E. **Initial Vehicle, Facility, and Equipment Inspection.**
- a. General Requirements. During the Transition period, CONTRACTOR shall actively participate with the MCTD in a detailed acceptance inspection, in accordance with this subsection, of all MCTD-provided Revenue Vehicles, Facilities, and Equipment for purposes of establishing the overall condition of the Revenue Vehicles, Facilities, and Equipment as of the time CONTRACTOR commences work under this Contract. Following the commencement of services under this Contract, CONTRACTOR shall assume responsibility, as specifically set forth in this Contract, for maintenance and repair of the MCTD-provided Revenue Vehicles, Facilities, and Equipment. In its discretion, the MCTD may coordinate this inspection with the turnover audit and inspection process for the prior Services CONTRACTOR. The MCTD may also provide CONTRACTOR access to the Facilities following the Contract award for purposes of participating in the inspection process.
 - b. Third Party Inspector. The inspection under this subsection shall be performed by an independent third party, selected by the MCTD, who is experienced in transit operations and maintenance and vehicle, facility, and equipment inspections. The MCTD shall be responsible for the expenses of such inspection.
 - c. Purpose of Inspection. As the owner of certain assets, the MCTD is committed to protecting those assets and ensuring that the MCTD's contractors maintain the assets in good repair. This inspection process is one means used by the MCTD to so protect those assets. The purpose of the inspections under this subsection shall be to establish the condition of each vehicle in the Revenue Vehicle fleet, the Facilities, and the Equipment,

as of the inspection date, and to determine the specific repairs and maintenance that need to be performed in order to assure that the Revenue Vehicles, Facilities, and Equipment are in a safe and sound mechanical condition, properly serviced, and in good repair, Normal Wear and Tear excluded. The inspection process will be an on-going process that may include re-inspections. Once the independent third party inspector has completed each inspection or reinspection, the MCTD will release the results of the inspection report to Vehicle Verification Inspection Team, a team that includes representatives of the MCTD, CONTRACTOR, the MCTD's prior Services CONTRACTOR, and the independent third party inspector.

- d. Repairs. Any repairs indicated on the inspection report shall be addressed on an item-by-item basis and, at the MCTD's sole discretion, may be performed by the MCTD's prior Services CONTRACTOR or another entity subject to the MCTD's approval. The current Services CONTRACTOR shall be solely responsible for the cost of all repairs to the Revenue Vehicles, Facilities, and Equipment until those assets are all in good repair, and ready to turn over to CONTRACTOR (i.e., Revenue ready). Following the completion of repairs indicated on the initial inspection report, the MCTD may require the independent third party inspector to conduct an item-by-item re-inspection of the Revenue Vehicles, Facilities and Equipment to verify whether satisfactory repair of the MCTD assets has been completed. Any re-inspection report will include the third party inspector's cost estimate for outstanding repairs, parts, materials and labor (at fair market rates) for work not completed. Following receipt of the re-inspection report, the MCTD will release that report to all interested parties. Any repair identified on a re-inspection report shall be addressed, subject to verification and sign off by the MCTD (or the MCTD's designee), on an item-by-item basis and, at the MCTD's sole discretion, may be performed by the MCTD's prior Services CONTRACTOR or another entity subject to the MCTD's approval. The process of inspection, re-inspection, repair of the Revenue Vehicles, Facilities and Equipment, and the MCTD's verification of those repairs shall continue until the date that CONTRACTOR assumes responsibility for Revenue Service under this Contract. Nothing in this Section shall be interpreted to relieve the MCTD's prior CONTRACTOR of its obligation to maintain the MCTD-provided assets during the transition period. The MCTD will take all reasonable steps to assure that all repairs and necessary maintenance are completed by the date CONTRACTOR assumes responsibility for Revenue Service under this Contract. If any repairs have not been completed by such Revenue Service date, the MCTD will have such repairs completed by a third party, or by CONTRACTOR.
 - e. Turnover Audit and Inspection. Prior to the termination of this Contract, the existing Revenue Vehicles and the Equipment shall be subject to the turnover audit and inspection process set forth in Section 306G.
- F. **Review of CONTRACTOR Plans.** The MCTD shall review each of CONTRACTOR's plans and programs submitted under Section 104C and shall either (1) approve such plan or program as submitted; or (2) require CONTRACTOR to make reasonable revisions to such plan or program, in which event CONTRACTOR shall promptly make such revisions (after any necessary discussions with the MCTD) and resubmit the plan or program involved to the MCTD for its approval. After approval under this subsection, a plan or program may not be modified without prior written consent of the MCTD.

ARTICLE 2—PERSONNEL REQUIREMENTS

SEC. 201 GENERAL REQUIREMENTS FOR CONTRACTOR PERSONNEL

- A. **In General.** CONTRACTOR shall be responsible for providing qualified personnel capable of performing all of CONTRACTOR's responsibilities and obligations under this Contract. The total number and qualifications of personnel necessary for operations, maintenance, and other service requirements shall be in accordance with this Contract and with CONTRACTOR's Staffing and Personnel Plan, set forth in Attachment F. CONTRACTOR shall file and maintain a current list of all employees, by number and by function (i.e., operators, dispatchers, schedulers, mechanics, supervisors, etc.) working under this Contract every fiscal quarter. Such written update shall specifically identify all new employees, their positions, and where applicable, their training status.
- A. **Key Personnel.**
- a. Key Personnel List. In order to manage and perform the service required by this Contract, the CONTRACTOR will provide and maintain throughout the Contract Term, the following Key Personnel:
 - i. General Manager
 - ii. Operations Manager
 - iii. Maintenance Manager
 - iii. Safety and Training Manager
 - b. Dedication to Project. Unless otherwise specifically authorized in writing by the MTCD: (a) the Key Personnel providing services under this Contract shall be the same individuals identified in the CONTRACTOR's response to the RFP and in the Staffing and Personnel Plan in Attachment F; (b) all Key Personnel shall be full time to the project under this Contract; and (c) the CONTRACTOR shall provide a separate individual for each Key Personnel position.
 - c. Changes and Vacancies. CONTRACTOR shall provide the MTCD at least thirty (30) Days advance notice prior to any contemplated change to Key Personnel, and the MTCD must provide written approval of such change prior to the action being taken. CONTRACTOR shall fill any vacancy in a Key Personnel position, within sixty (60) calendar days of the date of the vacancy, with an individual whose qualifications and experience meet the requirements of the position. Subject to the MTCD's approval, a vacancy may be temporarily filled by a qualified individual on an interim basis while a more extensive search for a replacement is conducted. Failure to provide a satisfactory replacement for a Key Personnel position within sixty (60) calendar days shall result in a deduction of the amount of the salary and benefits of the individual, during the full period of the vacancy, from the MTCD's monthly payments to the CONTRACTOR.
 - d. MTCD Right to Remove. The MTCD reserves the right to direct the removal of any Key Personnel during the term of the Contract if the MTCD determines such removal is in the best interest of the MTCD or the Project.
- B. **General Manager.** CONTRACTOR's General Manager shall supervise the day-to-day operation of the service, as well as the management of the project's accounts and operating records. The General Manager or individuals designated under subsection C of this Section shall be available by telephone or in person during all hours of operations to make decisions as necessary at the

request of the MCTD. The General Manager shall have an office onsite at the CONTRACTOR's facility.

- C. **Operations Manager.** CONTRACTOR's Operations Manager shall provide supervision and management of the project's accounts and operating records. The Operations Manager shall be located onsite at the CONTRACTOR's facility.
- D. **Maintenance Manager.** CONTRACTOR's Maintenance Manager shall manage and supervise maintenance staff in the repair, preventive maintenance, servicing and cleaning of MCTD owned and CONTRACTOR owned vehicles. The Maintenance Manager shall be located onsite at the CONTRACTOR's facility or MCTD, at its sole discretion, will allow a 100% dedicated and on-site lead mechanic of level A or greater available each weekday during normal business hours and supported by corporate personnel.
- E. **Additional Management.** In addition to the General Manager, CONTRACTOR shall designate two (2) members of management with the authority and responsibility to (1) make binding decisions, acting as agent for CONTRACTOR; and (2) respond in person to any emergency or accident involving extensive property damage or injuries. CONTRACTOR shall provide the names, titles, and telephone numbers of those individuals to the MCTD.
- F. **Corporate Support.** CONTRACTOR shall not include in its personnel costs or corporate support expenses charged to the MCTD any time spent by Key Personnel on matters other than the performance of services for the MCTD under this Contract. CONTRACTOR may not use any Revenue Vehicles or Equipment provided by the MCTD, for any work not directly related to the performance of services for the MCTD under this Contract. The MCTD reserves the right to review and audit CONTRACTOR's compliance with these prohibitions at any time during the Contract term. If and to the extent that the MCTD determines that CONTRACTOR has engaged in any such prohibited use, the MCTD reserves the right, in its discretion, to bill CONTRACTOR for the fair market value of such use, or to deduct the fair market value of such use from CONTRACTOR's monthly invoice.
- G. **MCTD Project Manager.** All notices and communications required to be submitted by CONTRACTOR under this Contract shall be submitted to the MCTD Project Manager.

SEC. 202 PERSONNEL PERFORMANCE STANDARDS AND REQUIREMENTS

- A. **Personnel Standards.** CONTRACTOR shall require that all personnel providing any services for the MCTD under this Contract maintain a professional, courteous attitude toward MCTD customers, including answering to the best of their abilities all passenger questions (including questions about schedules) and performing other tasks as directed. CONTRACTOR shall use appropriate employee screening and selection criteria (including the hiring standards set forth in this Section) to assure the employment of the best qualified applicants available, emphasizing competence, reliability, and good customer service skills. Promptly upon the MCTD's request, CONTRACTOR shall remove from any work under this Contract any employee who the MCTD considers unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by the MCTD (including any act inconsistent with CONTRACTOR's Standards of Conduct).
- B. **Personnel Policies.**
 - a. General Requirement. CONTRACTOR shall follow its personnel program and policies in carrying out recruitment, hiring, training, and performance reviews, as set forth in its

Staffing and Personnel Plan. CONTRACTOR shall comply with its Staffing and Personnel Plan throughout the term of this Contract. CONTRACTOR shall give written notice to the MCTD of any material changes in its personnel program and policies.

- b. Compliance with Applicable Law. CONTRACTOR's personnel policies and personnel wages and work hours shall be in accordance with applicable local, State, and Federal laws and regulations.
- c. Standard of Conduct. CONTRACTOR shall apply its standards of conduct, which are subject to MCTD-approval. All of CONTRACTOR's employees performing work under this Contract shall strictly adhere to CONTRACTOR's standards of conduct. Material changes in these standards shall require prior written approval by the MCTD. Any deviation from the MCTD-approved standard of conduct by any of CONTRACTOR's employees shall be grounds for removal of the employee from MCTD project services. Failure of CONTRACTOR to enforce these standards shall be grounds for termination of this Contract for default under Section 410.
- d. Background Checks and Hiring Standards.
 - i. CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their assigned duties are of good moral character. CONTRACTOR, prior to hiring, shall conduct employee candidate background checks of all positions, especially those positions to be considered safety-sensitive in nature. The MCTD considers all positions to be safety-sensitive unless they are administrative in function only.
 - ii. The background checks conducted by CONTRACTOR shall be in accordance with MCTD standards and applicable Federal and State law, and shall include the use of a licensed background check vendor to carry out criminal background checks. Criminal background checks must include arrest and conviction records (county, state, and nationwide) for all jurisdictions in which the applicant has resided in the previous ten (10) years.
 - iii. Any decision regarding whether or not to hire an individual on the basis of a prior felony or misdemeanor conviction record shall be made by CONTRACTOR on a case-by-case basis, taking into account the nature and gravity of the criminal offense committed by such individual, the relationship of such offense to the nature and requirements of the job involved, considerations of business necessity, the time elapsed since the commission of the offense and/or the completion of the sentence, and other relevant considerations set forth in applicable EEOC guidance.
 - iv. CONTRACTOR shall ensure that employees are tested in accordance with the FTA Alcohol and Drug Testing Regulations, including: pre-employment, reasonable cause, return to duty, post-accident, and random testing in accordance with 49 CFR Part 655. CONTRACTOR shall adjust annual random testing rates to comply with any future amendments to the Federal requirements.
 - v. CONTRACTOR shall maintain all records relating to background checks conducted on all employees providing services under this Contract. For purposes of audit and oversight by the MCTD, and unless prohibited by law,

CONTRACTOR shall make all background check records and drug and alcohol reporting available to MCTD representatives for the periods and at the location specified in Section 504 of this Contract.

- C. **Staffing Levels.** CONTRACTOR shall employ and provide, throughout the Contract Term, no less than the number of personnel by position as specified in its Staffing and Personnel Plan. Any changes to the level of staffing must be approved by the MCTD and may, in the MCTD's discretion, require the negotiation of a reduction in the applicable Fixed Monthly Payment or Service Hour Rate. CONTRACTOR shall provide the MCTD written notification of any variance to the staffing levels that could impact service, immediately upon the occurrence of such variance. CONTRACTOR shall accompany any such notification with a "recovery plan" that addresses personnel shortages. Should any key 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.
- D. **Training.**
- a. General Requirement. CONTRACTOR shall require that all employees of CONTRACTOR complete its Training Program, as set forth in Attachment G. CONTRACTOR shall be responsible for implementing all aspects of its Training Program throughout the term of the Contract. Training shall include courses and instruction in all aspects of the operation and maintenance of services under this Contract. Any material changes to CONTRACTOR's Training Program shall require prior written approval by the MCTD.
 - b. ADA Sensitivity Training. CONTRACTOR shall require vehicle operators, dispatch personnel, schedulers, public contact personnel, and supervisory employees to complete ADA sensitivity training to better prepare those employees to address situations relating to the physical and cognitive disabilities of passengers. This training should give particular emphasis to situations that may arise in working with clients who experience cognitive or psychiatric impairments.
 - c. Drug and Alcohol. CONTRACTOR shall require that all safety-sensitive employees, as defined by the FTA, complete drug and alcohol training in accordance with 49 CFR Part 655. In addition, CONTRACTOR shall provide a Drug and Alcohol Program Manager who has been trained, through a FTA-approved Drug and Alcohol Program Management course, within ninety (90) Days after Contract award, or as soon thereafter as practical, based on course availability.
 - d. Required Safety and Security Training. CONTRACTOR shall provide the following safety and security training, including annual refresher training, maintained in a separate employee file:
 - a. Emergency Response training for all employees.
 - b. National Incident Management System (NIMS) training and Incident Command System (ICS) training for CONTRACTOR operations and safety managers as specified in Section 316B(a).
 - c. Training in MCTD and CONTRACTOR policies, procedures, and protocols, including safety, security and incident response plans for all employees, position appropriate.

- d. OSHA-required training (i.e., Occupational Safety and Health Training, Personal Protective Equipment, Drug-Free Workplace, Lock Out Tag Out, Confined Spaces, Hazardous Communications, etc.).
- e. Timing of Training. CONTRACTOR shall implement its Training Program in a way that will assure that vehicle operator training is not conducted during peak service hour periods at the expense of providing on-time Revenue Service.
- f. Costs of Training. CONTRACTOR acknowledges and agrees that all costs of training required for this Contract are included in its Service Hour Rate, including the cost of training associated with any new Revenue Vehicles.
- g. Post Training Testing Program. CONTRACTOR shall, on a regular basis throughout the term of the Contract, conduct the post-training testing program developed by CONTRACTOR to ensure that the information provided during training was understood and absorbed by the employees. Any employee who receives a failing grade will be required to receive additional training and testing until that employee receives a passing grade. Until the employee receives a passing grade, CONTRACTOR shall not permit that employee to perform any function that could jeopardize the safety of the MCTD or the MCTD's customers.

E. Uniforms.

- a. General Requirement. CONTRACTOR shall cause all vehicle operators, dispatchers and personnel available to the public to be attired in such uniforms or clothing as specified by CONTRACTOR and approved by the MCTD. The cost of such uniforms shall be borne by CONTRACTOR and is included in the Service Hour Rate. CONTRACTOR shall submit a sample of the uniform to the MCTD for approval within forty-five (45) calendar days of Contract award.
 - b. Cost of Uniform Changes. Any cost associated with a change in uniforms proposed by CONTRACTOR shall be borne by CONTRACTOR. CONTRACTOR shall submit to the MCTD for its approval a sample of any proposed change in uniform to be worn by each uniformed job category. Any cost associated with a change in uniform required by the MCTD shall be the responsibility of the MCTD.
- F. Labor Productivity**. CONTRACTOR shall promote productivity and efficiency in carrying out this Contract by implementing strategies that serve to maximize efficiency of the employee workforce.
- G. Passenger Comments**. CONTRACTOR shall assure that all project personnel report all passenger complaints, comments, vehicle issues and any operational problems to MCTD in accordance with the process set forth in Section 502A of this Contract. Passenger complaints, comments, vehicle issues and any other operational problems shall be entered in TransTrack Daily Customer Module at the time of receipt. CONTRACTOR shall enter information regarding follow-up response and corrective actions taken to address initial issue in TransTrack Daily Customer Module. CONTRACTOR shall provide information requested by the MCTD and otherwise cooperate with the MCTD in the resolution of any comments.
- H. Compliance with California Labor Code Sections 1070 et seq.** CONTRACTOR and any Subcontractors will be responsible for full compliance with California Labor Code Section 1070, et seq. The law establishes incentives to those submitting proposals for public transit service

contracts that will retain qualified employees of the prior Contractor or its subcontractor to perform the same or similar work for a period of at least 90 days. Pursuant to the law, the CONTRACTOR must have declared in its RFP proposal whether or not it and its subcontractor(s) will retain the employees (as defined by California Labor Code Section 1071(d)) of the prior Contractor or subcontractor(s), except for reasonable and substantiated cause, for a period of at least 90 days. The CONTRACTOR that declares it will retain such employees will be responsible for the duties and obligations provided in California Labor Code Section 1072, including making a written offer of employment to each employee to be retained and in the event fewer employees are necessary under the new contract, retaining qualified employees by seniority within the job classification. Nothing in California Labor Code Section 1070 et seq. requires CONTRACTOR to pay the same wages or offer the same level of benefits provided by the prior Contractor. The CONTRACTOR will also be subject to the enforcement provisions of California Labor Code Section 1073 for any violations of this law.

Within three working days after the Contract has been awarded, the prior Contractor and its subcontractor(s) will provide to CONTRACTOR the name, address, date of hire, wage, benefit level and job classification of each employee employed at the locations covered by the prior Contractor's contract. The MCTD will notify the prior Contractor and its subcontractor(s) of the identity of CONTRACTOR as soon as practicable to facilitate the transfer of this information.

In order to facilitate the provisions of the law, the MCTD requires that upon the commencement of the Contract and throughout the full term of the Contract, that CONTRACTOR maintain a list of all employees providing the services required under the Contract, which includes the information above and must indicate which employees were employed by the prior Contractor and its subcontractor(s), if any. CONTRACTOR must also maintain a list of all employees of the prior Contractor that were not retained by CONTRACTOR, and such list must indicate the reasons why such employees were not retained.

Upon request from the MCTD, CONTRACTOR must provide such lists to the MCTD within 10 days of such request. MCTD has the ability to request such lists throughout the term of the Contract.

CONTRACTOR will be responsible for defending, and will hold MCTD harmless from, any claims or controversies alleging any violation or breach of Labor Code Section 1070 et seq., whether made by CONTRACTOR's own employees or employees of the prior Contractor or its subcontractor(s), arising from or related to the terms and conditions of employment of employees hired to work for CONTRACTOR as of the effective date of this Contract. Notwithstanding any other provision of this Contract, no cost of liability for which CONTRACTOR is responsible under this paragraph will be deemed an allowable cost payable to CONTRACTOR or claim or liability for which CONTRACTOR is entitled to indemnification or reimbursement from the MCTD. CONTRACTOR will be exclusively responsible for satisfaction of all obligations that may be owed to its employees of the prior Contractor, pursuant to Labor Code Section 1070 et seq., both during and subsequent to the term of the Contract.

At least six months prior to the end of the Contract, CONTRACTOR will be required to provide the MCTD a complete list of employees who have participated in providing the MCTD services. This list of employees will indicate the length of service of each employee, their job title and description, and their current salary. This information may be distributed by MCTD to future bidders for a new contract that will commence whenever the current contract term ends. CONTRACTOR must provide updates on a monthly basis of the employee lists after the original employee list has been submitted. CONTRACTOR's obligation to provide monthly updates of the employee lists will last until the end of the Contract term. If a new contract is awarded to a different Contractor at the end of CONTRACTOR's Contract, CONTRACTOR must provide to the new Contractor the name, address, date of hire, wages, benefit level, and job classification of

each employee employed at CONTRACTOR's locations covered by CONTRACTOR's Contract within three working days after CONTRACTOR has been notified by the MCTD of the identity of the new Contractor.

I. Collective Bargaining Agreements.

- a. CONTRACTOR Collective Bargaining Agreement Negotiations. CONTRACTOR shall negotiate a collective bargaining agreement with any labor organization that is designated or selected, in accordance with applicable law, as the collective bargaining representative of CONTRACTOR's employees. Any such collective bargaining agreement shall include provisions addressing health benefits, retirement, grievance procedures, recognition of seniority, and related matters that are normally the subject of collective bargaining between management and labor in the private sector transportation industry.
- b. Limitations on Term. CONTRACTOR shall not enter into a collective bargaining agreement or other labor contract with labor organization representing its workforce for a longer term than the Base Term of this Contract with the MCTD, or if any option is exercised, for longer than the term of that option.
- c. No Assumption. Nothing in this Contract, including this subsection hereof, shall be construed as requiring CONTRACTOR to assume or otherwise be bound by the terms and conditions of the collective bargaining agreement or other labor contract of the prior operator of Services for the MCTD.

J. Responsibility for Accrued Paid Time Off. CONTRACTOR shall pay out to employees any accrued vacation, sick time, or other paid time off prior to the termination of this Contract or any option years exercised. Such payments are the sole expense of CONTRACTOR and no additional compensation shall be provided by the MCTD for this CONTRACTOR expense.

K. Retirement Obligations. CONTRACTOR shall also be solely liable and responsible for any retirement obligations or liabilities to its employees, under any 401(k) or other retirement plan. The responsibility for any such obligations and liabilities shall survive the termination of this Contract.

SEC. 203 VEHICLE OPERATORS

- A. **General Requirement.** CONTRACTOR shall employ and maintain, throughout the Contract Term, a level of vehicle operators sufficient to meet the daily operator shift requirement, as well as sufficient extra-board and stand-by operators to allow for the expected call-outs, vacations, no-shows, etc., typically experienced in a transit system of the MCTD's size. All operators shall be fully trained and qualified to operate the vehicles for the services provided under this Contract.
- B. **Requirements for Operators.** CONTRACTOR shall have rules and requirements in place, and shall provide such rules and requirements to each vehicle operator, to ensure that each operator employed by CONTRACTOR satisfies the following minimum requirements:
 - a. Each vehicle operator shall have a valid California Commercial Driver's License, Class C or above with passenger endorsement, as well as any other licenses required by applicable local, State, and Federal laws and regulations.
 - b. Each vehicle operator shall be subject to periodic as well as random testing related to drug and alcohol use conducted by CONTRACTOR in accordance with applicable Federal

laws and regulations. A summary report of drug testing results (exclusive of individual test results) will be provided to the MCTD upon request. Any vehicle operator who does not pass the medical examination or whose drug/alcohol screening tests do not comply with applicable standards for alcohol or drug use shall not be permitted to operate any vehicle used to provide service under this Contract.

- c. Each vehicle operator shall be alert, careful, and competent in terms of driving ability and habits.
- d. Each vehicle operator shall be courteous to all passengers.
- e. Each vehicle operator shall be neat and clean in appearance, and shall wear a regulation uniform and identification badge at all times while in revenue service.
- f. Vehicle operators shall have completed CONTRACTOR's Training Program and shall be fully trained in defensive driving and vehicle handling in accordance with a defined defensive driving program, prior to operating any vehicle in Revenue Service. CONTRACTOR shall also maintain ongoing training for vehicle operators.
- g. Adequate numbers of fully-qualified vehicle operators shall be available as back-up operators during all operating hours to ensure consistent and reliable service.
- h. Vehicle operators shall be trained in, and be cognizant of, all operational procedures relating to the MCTD's Services, including a thorough knowledge of the routes and schedules.
- i. Vehicle operators shall be trained in, and be cognizant of, the technology (including on-board technology) of the vehicles they operate.
- j. Vehicle operators shall, pursuant to requests by the MCTD, hand out notices to passengers or otherwise render assistance in MCTD's monitoring and supervising operations.
- k. Vehicle operators shall honor passes, collect cash, sell specific MCTD passes on board, and collect all other fare media authorized by the MCTD.
- l. Vehicle operators must immediately report to CONTRACTOR any traffic accidents, passenger accidents, or other non-routine events.
- m. Vehicle operators are not permitted to use personal cell phones or other electronic devices (including entertainment games but excluding global positioning systems), or to use MCTD-provided or CONTRACTOR-provided cell phones or electronic devices for personal purposes while operating in Revenue Service.
- n. Tobacco products may not be used inside any MCTD vehicle, in proximity to any MCTD vehicle, and their use is prohibited at or near fuel tanks or pumps, and in any restricted areas.
- o. Vehicle operators must have in their possession at all times while on duty, a valid California CDL and shall wear and display identification badges at all times while on duty. All such licenses, cards and badges shall be subject to inspection by the MCTD at any time.

- p. Vehicle operators, prior to beginning Revenue Service, shall inspect their assigned vehicles daily in a timely manner before pulling out of the yard in accordance with Federal, State, and MCTD requirements and CONTRACTOR procedures. If there are any defects, the vehicle operator must enter the defect on a CONTRACTOR-provided pre-trip/post trip inspection form and immediately report the defect to a designated CONTRACTOR operations staff member for determination of usability of the vehicle. All reported defects shall also be validated by CONTRACTOR maintenance staff. The vehicle operator must sign and date the pre-trip/post trip inspection form prior to leaving the bus yard. The pre-trip/post trip inspection form shall remain with the vehicle during that day and shall be replaced on a daily basis.
- q. Vehicle operators shall immediately report mechanical breakdowns and/or in-service failures of Revenue Vehicles by radio or via the operators' MDTs to Dispatch. Upon receipt of such report, CONTRACTOR shall immediately document the service interruption log and notify vehicle maintenance staff of the occurrence.
- r. All vehicle operators shall demonstrate, through examination, an ability to speak, read, and write Standard English.

C. Hiring Principles.

- a. Satisfactory Driving Record. CONTRACTOR shall not employ any person as a vehicle operator whose driving record is not acceptable as provided in CONTRACTOR's Staffing and Personnel Plan. This information should be compiled and verified in conjunction with Section 202B(d) and paragraph (3) of this subsection.
- b. Employment Experience. Prior to offering employment to any person as a vehicle operator, CONTRACTOR shall obtain from each such person detailed information concerning such person's employment experience, driving record, professional driving experience, motor vehicle violations and accidents, criminal history, personal and character references, and complaints filed against such person in the course of any employment as a professional driver, whether by any bus service provider or otherwise. CONTRACTOR shall investigate and verify the accuracy of the information obtained from all job applicants.
- c. Background Checks and Re-Checks. CONTRACTOR shall perform the background checks described in Section 202B(d) prior to offering employment to any person as a vehicle operator. The background check will include, at a minimum, a Motor Vehicle Record (MVR) report and a report from a licensed background check vendor. CONTRACTOR shall perform a MVR re-check every year for all vehicle operators and other employees in safety sensitive positions, within thirty (30) Days of the anniversary of their individual hiring dates, and shall perform a complete background check on all such employees at least every four (4) years. CONTRACTOR will provide the MCTD a summary report for all background checks and re-checks on request.

D. Training Requirements. CONTRACTOR shall conduct training for vehicle operators in accordance with its stated Training Program, which must include both classroom and behind-the-wheel training for newly hired employees and experienced drivers (e.g., employees of the prior operator). The MCTD may monitor any training provided. The vehicle operator training program shall contain, at a minimum, the following components:

- a. California Commercial Driver's License, Class B or above, driving and testing preparation;

- b. MCTD Services policy and procedures;
- c. ADA Sensitivity;
- d. Proper on-board ADA passenger securement;
- e. Passenger Empathy and Sensitivity;
- f. Passenger Assistance Training;
- g. Map reading and interpretation;
- h. Customer courtesy, problem resolution, and instruction in dealing with difficult customers and situations;
- i. Safety, bus maneuvering, defensive driving and accident procedures;
- j. Transit safety, security and incident command system procedures;
- k. Effects and consequences of prohibited drug use on personal health, safety, and the work environment, including addressing signs and symptoms that may indicate drug use;
- l. Correct operation of the farebox, destination signage, MDT, and Clipper equipment;
- m. Correct operation and system status indications of the Mobile Digital Surveillance System.

SEC. 204 DISPATCHERS

- A. **General Requirement.** CONTRACTOR shall employ and maintain, throughout the Contract Term, properly trained dispatch personnel in sufficient numbers and with an adequate mix of skills, to assign vehicles and operators, facilitate the daily planned deployment of service, assist road supervisors and vehicle operators with in-service problem resolution, and to operate the Communication System.
- B. **Requirements.** All dispatch personnel shall demonstrate, through examination, an ability to speak, read, and write Standard English.
- C. **Assignment.** Contractor shall ensure that dispatch personnel are on duty during MCTD Revenue Service, weekdays, weekends, holidays, with sufficient coverage during morning and evening work shifts. The duties and responsibilities of dispatch personnel are to be independent of road supervision and vehicle operation.
- D. **Components of Dispatcher Training.** All dispatch personnel are required to complete CONTRACTOR's Training Program. CONTRACTOR shall also maintain ongoing training requirements for dispatchers. Training programs shall contain, at a minimum, the following components:
 - a. Communications System and use of related Services software and technology tools;
 - b. Local geography familiarization;

- c. MCTD Services policies and procedures;
 - d. DOT and MCTD emergency action plan implementation strategies;
 - e. Customer relations, empathy, and problem resolution;
 - f. Accident/incident procedures;
 - g. Transit safety, security, and incident command system procedures;
 - h. Mapping and schedule familiarization;
 - i. Vehicle change procedures and dynamic scheduling (methods and practices);
 - j. Vehicle operator training; and
 - k. Reporting and troubleshooting vehicle maintenance problems;
 - l. Familiarization with farebox, MDT, Clipper, and other on-board equipment.
- E. **Drug and Alcohol Testing.** All dispatchers shall be subject to drug and alcohol testing in accordance with applicable Federal laws and regulations.

SEC. 205 SECTION INTENTIONALLY LEFT BLANK

SEC. 206 ROAD SUPERVISORS

- A. **General Requirement.** At a minimum, CONTRACTOR shall have on duty, throughout the Contract Term, sufficient road supervisors necessary to properly manage operations and Revenue Vehicles in service and to respond to incidents within sixty (60) minutes or prior to the next scheduled trip, during all hours of operations. Road supervisors shall be deployed in a manner consistent with CONTRACTOR's Proposal responding to the RFP, and shall be equipped with the appropriate communication and safety equipment, and assigned to a designated CONTRACTOR-provided accessible or lift/ramp equipped road supervision vehicle suitable for response to emergencies, in-service problems, and other events.
- B. **Responsibilities and Requirements.** Road supervisors shall be responsible for coordinating runs, ensuring adherence to Manifest schedules, assisting passengers, accident investigation, communicating with the dispatch personnel at Facilities and with vehicle operators, assisting in the implementation of CONTRACTOR's Operations Management Plan, and carrying out such other responsibilities as CONTRACTOR may establish. CONTRACTOR shall assure that all road supervisory personnel are fully trained in all aspects of the MCTD's Services, including rules and regulations, routes, mapping and schedules, emergency procedures, safety, ADA requirements, reporting protocols, and other requirements. CONTRACTOR shall assure that sufficient supervisors are present during peak hour, pull-out periods to coordinate the timely and orderly assignment and departure of vehicles.
- C. **Training Requirements.** All supervisors employed by CONTRACTOR shall fully meet all training requirements for both vehicle operators and dispatchers, as required by the terms of this Contract and the CONTRACTOR's Training Program, prior to being placed into service as a supervisor.

- D. **Drug and Alcohol Testing.** All supervisors shall be subject to drug and alcohol testing in accordance with applicable Federal laws and regulations.

SEC. 207 MAINTENANCE PERSONNEL

- A. **General Requirement.** CONTRACTOR shall employ and maintain, throughout the Contract Term, maintenance personnel in sufficient numbers, and with the appropriate mix of skills, to maintain and service the assigned mix of Revenue Vehicles. At a minimum, one "A" level mechanic will be available at any given time during scheduled revenue hours throughout the day. The maintenance workforce must include a complement of mechanics collectively capable of repairing and maintaining all systems of the Revenue Vehicles, including air conditioners, heating units, engines and transmissions, differentials, suspension systems, brakes, electrical systems, wheelchair lifts and ramps and other passenger assist mechanisms, and all other related systems consistent with light, medium, and heavy duty transit fleet maintenance functions. CONTRACTOR shall ensure that the complement of mechanics assigned to this Contract collectively have, at a minimum, knowledge of and the ability to:

- a. Complete reliable and safe preventive maintenance inspections;
- b. Independently diagnose and repair defects on systems as necessary;
- c. Use automotive, truck, and heavy duty transit test equipment and specialized tools effectively;
- d. Obtain precision measurements as required;
- e. Diagnose and perform repairs on systems related to automotive, light, medium, and heavy duty transit vehicles;
- f. Diagnose, repair, and maintain vehicle drivetrains, including engines, transmissions, driveshaft, differentials and exhaust systems, including after treatment;
- g. Diagnose, repair, and maintain vehicle brake systems, suspension/steering, electrical/electronic systems, and related sub components;
- h. Diagnose, repair, and maintain air conditioning, heating and ventilation systems;
- i. Adjust, repair, or replace damaged body parts, window glass, window inset film, and perform structural repairs;
- j. Diagnose, repair, and maintain wheelchair lifts and ramps;
- k. Read and understand parts and repair manuals, and electrical/vacuum schematics;
- l. Properly understanding and utilizing a Materials Safety Data Sheet (MSDS) book.

B. Skills and Availability.

- a. Requirements. CONTRACTOR shall ensure that the skills, capability, and availability of sufficient vehicle maintenance personnel who are adequately matched to the type of maintenance and repairs needed for the all Services at the time they are needed. This level of staffing shall be identified in CONTRACTOR's Vehicle Maintenance Plan. (VMP). The contractor will employ a minimum of one maintenance technician specializing in

electronic component repairs (i.e. fareboxes, on-board security cameras, mobile data terminals, etc).

- b. Scheduling of Maintenance. CONTRACTOR's VMP shall ensure that all maintenance activities are carried out at times that do not interfere with scheduling of Revenue Vehicles to meet peak period service demands.
 - c. Availability of Mechanics. CONTRACTOR's VMP shall ensure sufficient fully qualified, experienced vehicle mechanics shall be available during all hours of service to respond to any in-service failures or Revenue Vehicle or equipment problems that arise in the yard during the pre-trip and post trip vehicle inspections.
- C. **Training**. Training for all maintenance personnel shall be in accordance with the CONTRACTOR's Training Program and shall include Automotive Service Excellence ("ASE") certification training, vendor-provided training, maintenance safety training and security and emergency preparedness training.
- a. Components of Maintenance Training. Training programs must contain, at a minimum, the following components:
 - a. Wheelchair lift and ramp manufacturers' training;
 - b. Hazmat and storm water training;
 - c. OSHA and DOT compliance, health and safety training;
 - d. Hazardous waste operations and emergency response training;
 - e. Lockout/tagout training;
 - f. Material handling and storage requirements training;
 - g. Forklift or loading equipment training (if applicable);
 - h. Vehicle Fire Suppression Training; and
 - b. New Vehicle Training. CONTRACTOR will cooperate with the MCTD to provide space for and schedule all vehicle mechanics for new vehicle service training, as needed with the receipt of either expansion or replacement vehicles. The MCTD, CONTRACTOR, and the supplier of the new vehicles will work together to develop an appropriate vehicle maintenance training plan.
- D. **Fueling and Cleaning**.
- a. General Requirement. CONTRACTOR shall have on duty qualified personnel to fuel and clean the required number of Revenue Vehicles for daily pull-outs.
 - b. Knowledge Required. CONTRACTOR shall ensure that all personnel shall have full knowledge of vehicle fueling procedures and vehicle cleaning/detailing programs as required by the Contract.
 - c. Ability Required. CONTRACTOR shall ensure that all personnel are required to have the training, skills and ability to:

- a. Operate vehicles to facilitate a safety brake inspection procedure;
 - b. Maintain up-to-date, accurate records of vehicle fueling and vehicle cleanliness requirements; and
 - c. Properly clean the interior and exterior of all MCTD vehicle types.
- E. **License Requirements.** CONTRACTOR shall require all vehicle mechanics to maintain a valid California CDL, Class B or above.
- F. **Skill Level.** CONTRACTOR shall maintain the full staffing levels, by skill level category and number, as identified in CONTRACTOR's Staffing and Personnel Plan. In addition, all maintenance personnel performing mechanical repairs shall be ASE certified in the category in which they are performing repairs. In addition, every technician who performs air conditioning repairs is required to hold a Clean Air Act, Section 609 certification. If the total number of Revenue Vehicles assigned by the MCTD to CONTRACTOR changes, CONTRACTOR shall maintain the proposed ratio of maintenance personnel, by skill level category, to Revenue Vehicles, as detailed in CONTRACTOR's Staffing and Personnel Plan. The skill levels required for CONTRACTOR's maintenance personnel are as follows:
- a. **A-Level maintenance technician or mechanic job duties** are defined as performing preventive maintenance, diagnosis, service and repair of steering, suspension, brakes, engines, transmissions, differentials, electrical, wheelchair lifts, and air conditioning systems. This level technician or mechanic shall have the ability to perform part analysis on damaged parts and assist with inventory control. A-Level maintenance technicians or mechanics must have three (3) years or more of automotive/diesel repair experience or have graduated from an automotive technology course at an accredited trade school or college and have two (2) years or more experience.
 - b. **B-Level maintenance technician or mechanic job duties** are defined as performing preventive maintenance, diagnosis, service and repair of steering, suspension, brakes, engines, transmissions, differentials, electrical, wheelchair lifts, and air conditioning systems. This level technician or mechanic shall have the ability to perform part analysis on damaged parts and assist with inventory control. B-Level maintenance technicians or mechanics must have a minimum of two (2) years or more of automotive/diesel repair experience or have graduated from an automotive technology course at an accredited trade school or college and have one (1) year or more experience.
 - c. **C-Level maintenance technician or mechanic job duties** are defined as performing general preventive maintenance including tire repair and replacement, lube/oil/filter servicing, brake jobs and general minor maintenance repairs. This position may also include fueling responsibilities and assisting with inventory control. C-Level maintenance technicians or mechanics must have a minimum of one (1) year experience of automotive/diesel repair and or a combination of training and experience or have graduated from an automotive technology course at an accredited trade school or college.
 - d. **ASE Master Certification** - At least twenty-five (25%) of all mechanics must be ASE master certified on medium or heavy duty trucks or possess comparable certification. This requirement must be achieved by the end of the first year of the Base Contract Term. Certifications must be kept current throughout the duration of the Contract.

- G. **Drug and Alcohol Testing.** All maintenance personnel shall be subject to drug and alcohol testing in accordance with applicable Federal laws and regulations.

ARTICLE 3 -- OPERATIONS AND MAINTENANCE RESPONSIBILITIES

SEC. 301 VEHICLES

- A. **MTCD Responsibility.** The MTCD will provide the CONTRACTOR with sufficient Revenue Vehicles for operation of the Fixed Route Services required to be provided under this Contract. The MTCD may, in its sole discretion, change the mix of Revenue Vehicles and/or add Revenue Vehicles to the fleet during the Contract Term, and such actions shall not be the basis for any increase in the CONTRACTOR's Fixed Monthly Fee or Service Hour Rate, except as may be provided under Section 304F.
- B. **Use of Vehicles.** The Revenue Vehicles provided by the MCTD under this Contract shall be used by CONTRACTOR only for the Services covered by this Contract, except as otherwise authorized or directed by the MCTD in writing.
- C. **Inspection of New Vehicles.** Upon taking possession of any new Revenue Vehicles furnished by the MCTD during the Contract Term, CONTRACTOR shall inspect such Revenue Vehicles and notify the MCTD in writing within seventy-two (72) hours if any such Revenue Vehicles have defects, unless more than three (3) vehicles are under inspection at one time, in which event the notice period shall be within five (5) Days after taking possession. If CONTRACTOR subsequently discovers latent defects, including excessive wear to tires, in any new MCTD-provided Revenue Vehicles which could not have been discovered by a reasonable inspection at the time of receipt, CONTRACTOR shall notify the MCTD in writing within seventy-two (72) hours after it determines that such latent defects exist.
- D. **CONTRACTOR Responsibility.**
- a. **Support Vehicles.** CONTRACTOR shall be responsible for providing sufficient Support Vehicles to support the Services provided under this Contract. Such Support Vehicles shall include vehicles for road supervision, inspection, and maintenance functions, including tow trucks, forklifts, and maintenance service vehicles. The number of Support Vehicles provided shall be at the discretion of CONTRACTOR, based on its determination of what is required to meet the requirements of this Contract. The Contractor should provide appropriate service vehicles to support road calls and be able to make quick fixes to vehicles and onboard equipment to support service needs.
 - b. **Spare Parts and Tires.** CONTRACTOR shall also be responsible for providing and maintaining (a) an adequate inventory of spare parts to assure proper maintenance and operation of Revenue Vehicles, taking into account the lead time required for shipping and other transportation and delivery requirements; and (b) tires in sufficient quantity for the Revenue Vehicles, in compliance with all requirements set forth in Section 306E hereof.
- E. **Vehicle Acquisition Plan.**
- a. **CONTRACTOR Obligations.** CONTRACTOR shall operate and maintain all of the various types of Revenue Vehicles that are provided by the MCTD at the start of services under this Contract, or that are purchased by the MCTD during the Contract Term, in compliance with the intervals, specifications, and procedures in the manufacturers'

operations and maintenance manuals. The full cost of such operation and maintenance is fully compensated for by the Fixed Monthly Fee and Service Hour Rate.

- b. **Substantial Deviations from Plan.** In the event of any substantial deviation from the Vehicle Acquisition Plan set forth in this Section, CONTRACTOR may request a re-negotiation of the then-applicable Fixed Monthly Fee and/or Service Hour Rate, in accordance with Section 304F hereof. As used in this subsection, the term “substantial deviation” means that (1) the actual timing of vehicle acquisition by the MCTD is twelve (12) months or longer than the timing set forth or assumed in the vehicle replacement plans of MCTD, or (2) more than twenty percent (20%) of the vehicles actually acquired by the MCTD are different in type, and have different maintenance requirements, than the vehicles presented in the RFP.

SEC. 302 OPERATING PERFORMANCE STANDARDS

- A. **Operation of Vehicles.** CONTRACTOR shall operate all MCTD-provided and CONTRACTOR-provided vehicles in accordance with all applicable local, State, and Federal laws and regulations with regard to safety, comfort, and convenience of passengers and the general public, emphasizing accident prevention strategies and techniques.
- B. **Service Characteristics.** CONTRACTOR shall provide all Revenue Service according to hours established by the MTCD. CONTRACTOR shall ensure that the direction, loading, departure, and general performance of vehicles are coordinated to ensure adherence to On-Time Performance standards.
- C. **Excessive Idling.** CONTRACTOR shall not leave a Revenue Vehicle running at a pickup location (unless passengers are already on board) or in the bus yard for more than fifteen (15) minutes (or for such other time period as the MTCD may establish in its discretion upon notice to the CONTRACTOR.)

SEC. 303 SCHEDULES

- A. CONTRACTOR shall operate the MTCD’s Fixed Route Services in accordance with the budgeted and approved Service Hours established by the MTCD.
- B. **On Going Review.** The MTCD shall evaluate schedules to address changes in ridership and demand, review feedback and assessments provided by CONTRACTOR, and review system parameters to reflect current operating conditions. All permanent schedule changes requested by the MTCD shall be implemented by the CONTRACTOR (following any necessary public hearings and MTCD action); provided that the MTCD, prior to directing any schedule change, shall give due consideration, pursuant to the service change process in Section 305 of this Contract, to the views of the CONTRACTOR regarding the feasibility and operating impact of such change. The MTCD shall have sole discretion to determine Service Hours, and to direct schedule changes pursuant to the service change process set forth in this Contract.
- C. **Holiday Schedules and Other Closures.** The MTCD reserves the right to require the CONTRACTOR to operate modified schedules on holidays as the MTCD deems appropriate. Notice of such modified schedules will be provided by the MTCD in writing.
 - a. Changes to such holiday schedules shall be in writing and delivered not less than two (2) weeks before the scheduled change.

- b. The MCTD also reserves the right to require the CONTRACTOR to operate modified service schedules due to MCTD and/or Facilities closures even though such closures may not be pre-scheduled.

SEC. 304 ALLOWABLE SERVICE CHANGES

A. Description of Services Changes.

- a. **Authority of MCTD.** The MCTD may modify or adjust the services provided under this Contract at any time in accordance with the procedures in this Section. Service changes shall be set forth in a written notice from the MCTD, following any public hearing required and any necessary MCTD approval. The MCTD anticipates conducting service changes throughout the term of the Contract to make routing and scheduling modifications to existing Services or to add new services. Based upon the bi-annual review process described in Section 303B, the MCTD may implement additional service changes.
- b. **Allowable Service Changes.** Allowable modifications and adjustments may include: extending, deleting from, or adding to Services service area and a corresponding revision of Services; temporarily increasing routes when the MCTD deems those routes necessary to avoid or address a capacity constraint in violation of Section 37.131(f)(3) of the Code of Federal Regulations; reallocating, decreasing or increasing Revenue Hours or the frequency of service; or modifying requirements or scope relating to the maintenance of vehicles or Facilities (hereafter collectively referred to as "Service Changes"). Except as provided in subsection F of this Section, changes in Revenue Vehicle fleet mix do not constitute a Service Change for purposes of this Section.

B. Process for Service Changes.

- a. **Proposed Changes.** During the ongoing review process described in Section 303B, the MCTD and CONTRACTOR will evaluate ridership changes, changes in hours of service demand, passenger Trips Per Service Hour, capacity constraints and On-Time Performance to determine if a service change is appropriate. If the current level of service no longer attains the MCTD service standards, and if sufficient funding is identified, public review conducted (if necessary), and authority received by the MCTD Board of Directors (if necessary), MCTD shall request in writing that CONTRACTOR prepare for the provision of the service changes. The written request will outline elements to be followed such as any change in fixed monthly rate or Revenue Service Hourly Rate costs, vehicle deployment requirements, and other resources necessary to accommodate service change.
- b. **CONTRACTOR Response.** CONTRACTOR shall, within twelve (12) Days after receipt of a request for a Service Change, provide the MCTD, in writing, with (a) a timeline for implementation of the Service Change; (b) an estimate of the cost or savings of the proposed change; (c) the anticipated impact of such change on existing operations, maintenance activities, schedules, routes, and existing capital equipment usage; (d) the necessity for any additional capital equipment to implement such change; and (e) the feasibility of such change. CONTRACTOR may also propose Service Changes, and may suggest alternatives or modifications to the Service Change criteria proposed by the MCTD.

- c. **Implementation.** MCTD will review information provided by CONTRACTOR pursuant to paragraph (2), and may either (a) direct that CONTRACTOR proceed with the development and implementation timeline proposal for the Service Change as originally described; (b) direct that the proposed Service Change be implemented with modifications; or (c) notify CONTRACTOR the proposed Service Change will not be implemented. CONTRACTOR shall proceed to implement the proposed Service Change (with any modifications specified by the MCTD) in accordance with the schedule or timetable approved by the MCTD. Only those Service Changes directed or approved by the MCTD, in writing, shall be implemented by CONTRACTOR.
- C. **Temporary Modifications.** Notwithstanding the preceding provisions of this Section, the MCTD may direct CONTRACTOR to make temporary modifications in the services provided or the schedules in order to address short term operating problems or issues.
- D. **Other Service.** If the MCTD determines that other services should be added to its Services system, the MCTD reserves the right, in its sole discretion, to implement those other services through the Service Change process set forth in subsection B, or to separately procure and contract for those other services from an alternate provider.
- E. **Special Services.** If the MCTD determines that Special Services are needed to meet a particular transit need within the scope of this Contract, the MCTD shall provide notice to CONTRACTOR of the Special Services to be provided and the date on which the provision of such services shall commence. Given the very nature of Special Services, the MCTD may itself be provided limited advanced information and notice of requests. However, the MCTD will endeavor to provide CONTRACTOR with as much advance notice as feasible. CONTRACTOR shall be compensated for Special Services on the basis of the then applicable Service Hour Rate.

CONTRACTOR shall implement Special Services in accordance with the schedule established by the MCTD.

- F. **Possible Rate Adjustments.**
- a. **Categories.** In the event of the following Service Changes, and no others, the CONTRACTOR will invoice at the alternate compensation rates identified in Attachment A: or request a re-negotiation:
- i. If there is a cumulative increase or decrease in Service Hours of ten percent (10%) or more but less than twenty percent (20%) over a Contract Year, of the Annual Service Hours set out for the Contract in Section 304, then the compensation in Attachment A columns B or D of the alternate compensation rate tables will apply.
 - ii. If there is a cumulative increase or decrease in Service Hours of twenty percent (20%) or more but less than thirty percent (30%) over a Contract Year, of the Annual Service Hours set out for the Contract in Section 304, then the compensation in Attachment A columns A or E of the alternate compensation rate tables will apply.
 - iii. If there is a "substantial deviation" from the Vehicle Acquisition Plan as defined in Section 301E(b) then CONTRACTOR may request a re-negotiation of the then applicable Fixed Monthly fee and/or Variable Service Hourly Rate.

- b. Procedure. Any request for a rate change under this subsection shall be in writing and shall provide quantitative documentation that the Service Change in question has resulted, or will result, in additional costs to the Contractor in the operation or maintenance of Revenue Vehicles under this Contract. The MCTD is not obligated to agree to such a request, but will review, discuss, and consider any such request in good faith.

SEC. 305 SECTION INTENTIONALLY LEFT BLANK

SEC. 306 VEHICLE MAINTENANCE

- A. **Vehicle Safety.** CONTRACTOR shall maintain all Revenue Vehicles and Support Vehicles in accordance with the manufacturers' specifications and standards and all local, State, and Federal requirements for safety and in accordance with the CONTRACTOR Vehicle Maintenance Plan in Attachment I.
- B. **Revenue Vehicle Maintenance.** CONTRACTOR shall complete, from bumper to bumper, all maintenance and repair of the Revenue Vehicles, including the routine replacement of components, within the Contract price, and in accordance with all manufacturers' specifications and standards, preventive maintenance manuals and Vehicle Maintenance Plan in Attachment H. CONTRACTOR shall use all OEM or OEM-approved equivalent components, parts and fluids. CONTRACTOR may not use any non-OEM equivalent products, components, or fluids without prior written approval of the MCTD and the OEM manufacturer.
 - a. Availability of Equipment. CONTRACTOR shall ensure that a minimum of eighty-five percent (85%) of all Revenue Vehicles are in operable condition and available for Revenue Service at all times. The total number of Revenue Vehicles out of service shall not exceed fifteen percent (15%) of the peak requirement for Services. All Revenue Vehicles shall, to the maximum extent feasible or as otherwise agreed, be used and maintained by classification on an equal and uniform basis so that miles are accrued evenly amongst vehicles initially placed into service during comparable periods, and maintenance activities shall be scheduled to assure that the maximum numbers of Revenue Vehicles are available for Revenue Service during peak periods. CONTRACTOR shall ensure that an adequate supply of spare parts is available in order to maintain the Revenue Vehicles on a timely basis in accordance with this Section, taking into account the lead time required for shipping, customs clearance, and other transportation and delivery requirements.
 - b. MCTD Inspection. The MCTD reserves the right, in its sole discretion at any time, and either directly or through a CONTRACTOR, to review CONTRACTOR's maintenance records and inspect and reject temporarily or permanently, by notice to CONTRACTOR, any vehicle CONTRACTOR proposes to use or subsequently utilizes which the MCTD deems unacceptable due to uncleanliness, appearance, mechanical failure, or safety concerns.
 - i. Pre-trip and Post-trip Inspections. CONTRACTOR shall ensure that all vehicle operators conduct a daily vehicle pre-trip inspection prior to being placed in service and a post-trip inspection at the end of service. Vehicle operators shall immediately report defects identified during the pre-trip inspection to a designated CONTRACTOR operations staff member. In addition, all defects reported on CONTRACTOR-provided pre-trip/post-trip inspection form shall be validated by CONTRACTOR maintenance staff.

The MCTD may, without prior notice, perform random inspections of the daily pre-trip/post-trip inspection forms, as well as monitor vehicle operators during their inspections. CONTRACTOR shall make necessary repairs, adjustments, or additions, at CONTRACTOR's sole expense, prior to placing any Revenue Vehicle in service. CONTRACTOR shall maintain inspection forms as required by Department of Transportation regulations and the California Highway Patrol and the MCTD may review such inspection forms during the Contract Term.

- c. Defects. Any defects noted by the vehicle operator inspector shall be noted on a pre-trip/post trip inspection form. Appropriate action shall be taken by CONTRACTOR to correct defective items noted in a defect report prior to the operation of the Revenue Vehicle.
- d. Records. A written record of all inspections and repairs shall be kept by CONTRACTOR. As requested, CONTRACTOR shall provide inspection and repair reports to the MCTD.
- e. Unsafe Vehicles. Revenue Vehicles shall not be operated with defects or other required repairs that make them unsafe to operate.
- f. Repair Standards. CONTRACTOR shall ensure that all repair work is performed by maintenance personnel who have demonstrated experience and documented training in the work to be done. Maintenance personnel shall have the necessary equipment and tools to perform any authorized work.
- g. Major Engine and Transmission Overhauls. When CONTRACTOR determines that a major engine or transmission overhaul is required, CONTRACTOR shall notify the MCTD. The MCTD may, in its discretion, retire the vehicle, have the overhaul performed by a third party, or direct CONTRACTOR to perform such work. If CONTRACTOR performs the work, the payment to CONTRACTOR will be for replacement engines or transmissions (as the case may be). CONTRACTOR shall use all OEM or OEM-approved components during routine maintenance and overhauls. CONTRACTOR may not use any non-OEM equivalent products, components, or fluids without prior written approval of the MCTD and the OEM manufacturer. MCTD shall not pay for Major Engine and Transmission overhauls on CONTRACTOR owned vehicles.
- h. Preventive Maintenance Program. CONTRACTOR shall perform preventive maintenance in accordance with the intervals, specifications, and procedures set forth in the manufacturers' operations and maintenance manuals, including staffing, level of expertise, and reporting forms. Preventive maintenance should, to the maximum extent feasible, be conducted during off peak periods, and should be conducted in an expeditious manner to minimize the amount of time vehicles are out of Revenue Service. CONTRACTOR shall perform all required weekly, monthly, and yearly preventive maintenance as identified by OEM.
- i. Graffiti. CONTRACTOR shall remove or cover graffiti as specified in CONTRACTOR's Vehicle Maintenance Plan.
- j. Fueling. Revenue Vehicle fueling is to be performed in accordance with the Fueling provision found in Section 315.
- k. Specific Maintenance Items. CONTRACTOR shall maintain the vehicle operators' First Aid kits, fire extinguishers and other required safety equipment.

- l. Fire Suppression. CONTRACTOR shall perform an annual Fire Suppression and portable extinguisher PMI and certification on all Revenue Vehicles and shall be responsible for the annual charging of the fire suppression bottles on all Revenue Vehicles. CONTRACTOR shall follow all Federal, State and local guidelines in conducting these inspections, and shall use a certified technician to perform any inspections or repairs.
 - m. Electrical repairs. CONTRACTOR shall ensure that all electrical work is performed in accordance with the vehicle manufacturers' specifications and standards. Branching of wires, direct wiring, or circumventing safety systems by by-passing circuit protection devices is prohibited. When necessary to re-wire a particular system or systems differently than what is shown in the electrical schematic, CONTRACTOR must obtain prior approval from the OEM manufacturer.
 - n. Heating and Air Conditioning. CONTRACTOR shall perform an annual heating and air conditioning preventive maintenance inspection on all Revenue Vehicles.
 - o. Electronic Vehicle Maintenance Program. MCTD will be granted access to the CONTRACTOR's electronic vehicle maintenance program tracking system. If the CONTRACTOR does not have an electronic tool to track vehicle maintenance work, then MCTD will work with the CONTRACTOR to utilize TransTrack's Vehicle Maintenance module(s).
 - p. GFI Genfare Bench. The contractor shall procure all material and establish a GFI training bench for all personnel to use.
- C. **Warranties**. CONTRACTOR shall be responsible for managing all Revenue Vehicle-related warranty repairs.
- D. **Inventory**. CONTRACTOR shall maintain an adequate inventory of spare parts, supplies, tools, and other equipment to conduct maintenance and repairs on vehicles and other equipment in a timely manner in order to assure the capability of providing full Revenue Service at all times as required by this Contract.
- E. **Tires**.
- a. CONTRACTOR Obligation. CONTRACTOR shall be responsible for providing tires for the performance of the Contract.
 - b. Tire Replacement
 - i. CONTRACTOR is also responsible assuring that vehicles are equipped with safe and functional tires and that there is an adequate stock of tires on hand at all times, including at the end of the Contract Term. All replacement tires shall be properly sized and load-rated for vehicle weight and duty type, and only new (non-recap or grooved) tires may be utilized on the vehicle steering axle.
 - ii. At the completion or termination of the Contract, CONTRACTOR shall return all Revenue Vehicles with useable tires free and clear of any lien. Any tire lease entered into by CONTRACTOR shall not exceed the base Contract Term and the period of any option term exercised by the MCTD.

- c. Obligation to Recycle. CONTRACTOR shall be responsible for recycling all worn out and replaced tires.
- F. **California Highway Patrol (CHP) Terminal Inspection.** The CONTRACTOR will maintain a record of satisfactory California Highway Patrol (CHP) terminal inspections throughout the life of the contract. Upon completion of a CHP terminal inspection, the CONTRACTOR will immediately notify MCTD in writing as to whether the CONTRACTOR's facility received a satisfactory or unsatisfactory rating from the CHP; the CONTRACTOR will provide a copy of the CHP report to MCTD and indicate what action is being pursued if an unsatisfactory rating was received. These reports will be submitted to MCTD within 10 working days subsequent to the CHP inspection.

If the CONTRACTOR receives an unsatisfactory rating from the CHP, the CONTRACTOR will notify MCTD immediately and state what is being done to correct the deficiency. MCTD reserves the right to terminate the contract with cause with a 30-day notice if the CONTRACTOR receives an unsatisfactory rating from the CHP.

- G. **Condition Upon Return.** Upon termination of this Contract (for whatever reason), CONTRACTOR shall be responsible for ensuring, and shall warrant to the MCTD, that the Revenue Vehicles have been properly serviced and maintained, and are in good repair, in accordance with this Contract, and shall return such Vehicles to the MCTD in sound mechanical condition, Normal Wear and Tear excluded. The inspection process for this assessment is described in subsection H of this Section.

H. **Turnover Inspection and Audit Process.**

- a. General Requirements. CONTRACTOR shall be responsible for return of all Revenue Vehicles and Equipment to the MCTD in the condition in which CONTRACTOR received those Revenue Vehicles and Equipment (with the exception of Normal Wear and Tear) including body condition, system condition and function, all ancillary equipment (intact and functional), and overall vehicle operation and performance. This requirement extends to fare boxes and any other MCTD-provided equipment. No later than ninety (90) calendar days prior to the termination of this Contract, the MCTD, CONTRACTOR, and the new CONTRACTOR (if any) taking over operations and maintenance responsibility for the MCTD, shall participate in the Revenue Vehicle and Equipment turnover inspection and audit process set forth in this subsection.
- b. Third Party Inspections. The detailed turnover inspection and audit will be performed by an independent third party, selected by the MCTD that is experienced in fixed route operations and maintenance and vehicle, facilities, and equipment inspections. The MCTD shall be responsible for the expenses of the audit. The third party inspector will conduct individual inspections on each Revenue Vehicle prior to the return of each Revenue Vehicle to the MCTD. Such inspections will be timed to ensure that any necessary repairs are completed and will require that CONTRACTOR conduct any needed repairs.
- c. Purpose. As the owner of certain assets, the MCTD is committed to protecting those assets and ensuring that the MCTD's contractors maintain the assets in good repair. This inspection process is one means used by the MCTD to so protect those assets. The purpose of the inspection and audit will be to establish the condition of the Revenue Vehicle fleet, the Facilities (if applicable) and the Equipment, as of the audit date, to determine if the Revenue Vehicles, Facilities, and Equipment have been maintained in accordance with the standards required under this Contract, and to determine the

specific repairs and maintenance that needs to be performed, by Revenue Vehicle, Facility or Equipment item, in order to assure that all Revenue Vehicles, Facilities, and Equipment will meet the requirements set forth in this Section and the other Contract Documents.

- d. Process. Once the independent third party inspector has completed its inspection, the MCTD will release the results of the inspection report the outgoing CONTRACTOR and the MCTD's in-coming Services CONTRACTOR. CONTRACTOR shall be responsible for promptly completing all repairs and/or maintenance identified during the inspection and audit as necessary to meet such condition requirements by the Contract termination date, and shall also be responsible for the cost of all such repairs and maintenance.

Following the completion of repairs indicated on the initial inspection report, the MCTD may require the independent third party inspector to conduct an item-by-item re-inspection of the Revenue Vehicles and Equipment to verify whether satisfactory repair of the MCTD assets has been completed.

Any repair identified on a re-inspection report shall be addressed at CONTRACTOR's cost, subject to verification and sign off by the MCTD (or the MCTD's designee), on an item-by-item basis and, at the MCTD's sole discretion, may be performed by CONTRACTOR or another entity subject to the MCTD's approval. The process of inspection and re-inspection and repair of the Revenue Vehicles and Equipment shall continue until the date that the incoming contractor assumes responsibility for Revenue Service under a subsequent contract. Nothing in this Section shall be interpreted to relieve CONTRACTOR of its obligation to maintain the MCTD-provided assets during the transition period. Further, the cost of any repairs identified on a re-inspection report that are not completed by the initiation of Services under a contract immediately subsequent to this Contract shall be withheld by the MCTD from CONTRACTOR's final invoice under this Contract. The amount of the funds withheld will be sufficient to effectuate the identified repairs that have not been completed by CONTRACTOR to the MCTD's satisfaction.

- e. Final Day of Transition. During the twenty-four (24) hours prior to the Commencement Date of the new contract (as set out in the transition schedule established by the MCTD), the new contractor assuming responsibility for Revenue Service will conduct a final quick inspection of the Revenue Vehicle fleet and note any safety items or body damage. The MCTD, the outgoing CONTRACTOR and the incoming contractor shall also be on hand for that inspection to verify the incoming contractor's findings. The independent third party, selected by the MCTD may also be present at the final inspection and will facilitate the final turnover process. Any items identified in this final inspection in addition to items previously identified by the third party inspector may serve as a basis for the MCTD to withhold amounts from CONTRACTOR's final invoice in accordance.
- f. Disputes. If any dispute arises in the turnover inspection and audit process, the MCTD shall first attempt to facilitate the resolution of such dispute through meetings and conferences with CONTRACTOR and the new contractor. If the dispute remains unresolved for thirty (30) calendar days, the MCTD may invoke an expedited mandatory arbitration process, using an outside neutral arbitrator selected by the MCTD with the concurrence of CONTRACTOR and the new contractor, for a final and binding decision on all matters in dispute. In the absence of concurrence, the MCTD shall obtain a list of

potential arbitrators from the American Arbitration Association, and shall select the neutral arbitrator from that list after consultation with the parties. Prior to binding arbitration, the MCTD shall require the parties to participate in a mediation process conducted by a neutral third party selected jointly by the parties. CONTRACTOR and the new contractor shall participate in the mandatory arbitration process and the mediation process. In addition, the MCTD may choose, in its discretion, to participate in the arbitration and mediation processes. During the disputes process, the MCTD may, in its discretion, direct CONTRACTOR to continue the process of repairing Revenue Vehicles, Facilities and Equipment. If appropriate, the arbitration may address cost allocation for repairs if that allocation is in dispute.

- g. Consent of Parties. By execution of this Contract, the MCTD and CONTRACTOR hereby consent to the mediation and arbitration process described in paragraph (6) and further agree to comply fully with any resulting arbitration decision, subject to any rights to contest such decision in accordance with applicable State law.
- h. Costs. The costs of any mediation or arbitration under this subsection shall be borne equally by CONTRACTOR and the new contractor.
- i. Documentation. If CONTRACTOR claims any Equipment as its property at the end of the Contract Term, it shall support that claim with invoices and other appropriate evidence of ownership.

SEC. 307 VEHICLES – CLEANING AND APPEARANCE

- A. **General Obligation**. CONTRACTOR shall be responsible for the appearance of all Revenue Vehicles and Support Vehicles and shall maintain the cleanliness of vehicles in accordance with the performance standards set forth in this Section and CONTRACTOR's Vehicle Maintenance Plan.
- B. **Standards**. CONTRACTOR shall clean and maintain all Revenue and Support Vehicles used by CONTRACTOR in carrying out services under this Contract in accordance with the following standards: Vehicle interiors shall be swept or vacuumed, gum shall be removed from the floors and all passenger seats, windows shall be cleaned on the interior, and vehicles shall be mopped daily to remove all dirt and debris.
 - a. Vehicles shall be cleaned using only fragrance free cleaning chemicals that are recommend by the OEM and that are not offensive or injurious to individuals with a heightened sensitivity to environmental toxins and fragrances.
 - b. Vehicle exteriors and wheels shall be washed and scrubbed as needed, but no less than twice weekly.
 - c. The complete undercarriage and engine of each Revenue Vehicle shall be steam cleaned as needed but no less than annually.
 - d. All components of the vehicle body, appurtenances, and frame shall be sound and undamaged while in revenue service.
 - e. All vehicles shall undergo insect extermination as necessary to eliminate the presence of insects. The extermination process shall be conducted while vehicles are out of service. CONTRACTOR is expressly prohibited from using any vermin

control product or application for such a product that would be hazardous, when a vehicle is in operation, to the health and well-being of the passengers, service animals or the vehicle operator.

- f. Each Revenue Vehicle shall be fully detailed inside and out every one hundred-twenty (120) calendar days.
- g. All seat cushions that are tethered, faded, worn or torn shall be replaced.

SEC. 308 SECTION INTENTIONALLY LEFT BLANK

SEC. 309 EQUIPMENT

- A. **MCTD Responsibility.** The MCTD shall provide CONTRACTOR with the Equipment necessary to support the operation and maintenance of Services under this Contract. The Equipment provided by the MCTD is listed in Attachment B.
- B. **CONTRACTOR Responsibilities.** CONTRACTOR shall provide all Equipment necessary to support the operation and maintenance of Contract services, with the exception of 1) any equipment and spare parts purchased with the existing MCTD-provided Revenue Vehicles; 2) capital equipment and spare parts purchased by MCTD for any new MCTD-purchased vehicles; 3) MCTD supplied MERA Radio equipment.

SEC. 310 VEHICLE AND EQUIPMENT INVENTORY

- A. **Initial Equipment Inventory.** The MCTD shall provide CONTRACTOR with an initial inventory and list of all Equipment to be provided. The existing Equipment owned or leased by the MCTD may be utilized only for the provision of Services by CONTRACTOR during the term of the Contract, without additional consideration to the MCTD.
- B. **Obligation to Return Equipment.** CONTRACTOR shall be responsible for returning to the MCTD, at the termination of this Contract Equipment that is of equivalent type, value (as of the date acquired), and condition as the Vehicles and Equipment identified in the initial inventory and Equipment list, Normal Wear and Tear excluded in accordance with the return of vehicles provisions found in Section 408C.
- C. **Final Equipment Inventory.** The MCTD shall conduct a final inventory prior to the conclusion of the Contract Term. If any Equipment or other property is determined, on the basis of a comparison to the initial inventory, to be missing, damaged, otherwise unavailable for use, or in a condition that is in excess of Normal Wear and Tear, CONTRACTOR shall be responsible for either replacing such Equipment, tools, or other property, or compensating the MCTD for its replacement value. The MCTD may deduct any amounts due to the MCTD for the replacement of Equipment or property from the final monthly payment due to CONTRACTOR.
- D. **Sales of Surplus Property.** CONTRACTOR shall, in consultation with the MCTD, identify any MCTD Equipment or other property that it believes to be obsolete or no longer needed for Services. The MCTD may sell or otherwise dispose of such property in accordance with State and Federal law. The proceeds of any such sale shall be the property of the MCTD.

SEC. 311 FAREBOXES AND FAREBOX MAINTENANCE

- A. **MCTD Obligations.** The MCTD shall provide fareboxes and Clipper equipment to CONTRACTOR on all new vehicles. CONTRACTOR shall be responsible for farebox and Clipper maintenance. Farebox and Clipper maintenance shall include the ongoing maintenance of the equipment and any post-maintenance set-up. Such maintenance shall be performed in such a manner so as to cause minimal disruption in CONTRACTOR's operations. The MCTD shall also provide farebox keys to CONTRACTOR so it can perform on-road emergency services such as gaining access for clearing jammed fareboxes.

The Contractor will store spare farebox units, spare parts, diagnostic units, Clipper units and spare parts, and maintain an adequate inventory of card stock. Card stock must be stored in a temperature-controlled environment.

- B. **CONTRACTOR Obligations.** CONTRACTOR will ensure functionality, provide ongoing training to personnel on proper use of, provide ongoing maintenance, and OEM recommended preventative maintenance on the fareboxes (GFI) and Clipper units (Cubic). CONTRACTOR's vehicle operators shall record and maintain all data necessary for the satisfactory operation of the farebox and Clipper.
- C. **Farebox Key Controls.** The MCTD shall issue CONTRACTOR farebox keys to enable CONTRACTOR staff to access MCTD fare boxes. CONTRACTOR shall be responsible for adhering to the following procedures and requirements: (1) maintaining a written log of all personnel issued farebox keys, which shall be made available to MCTD upon request; (2) implementing safeguards to inspect key inventory quarterly; (3) collecting keys from personnel who are no-longer employed by CONTRACTOR; and (4) reporting in the log all keys acquired to replace lost, stolen, or otherwise unaccounted for keys. CONTRACTOR shall be responsible for the cost of replacing any lost or stolen keys it is issued, and shall be responsible for the cost of re-keying all fare boxes in the event that any key has been lost, stolen, or otherwise cannot be accounted for.
- D. **Clipper Revenue Data Responsibility.** The Contractor will ensure that all Clipper units are fully operational and responsible for Clipper data downloading and uploading from each bus at least every two days. The Contractor will be responsible for reviewing weekly recurring reports sent by Cubic to ensure that all Clipper units are working properly. If vehicles have uploaded data to the system within a week, contractor will be responsible for making special accommodation to either established communication using the vehicle or by swapping out the onboard equipment and docking to an active vehicle or test console to upload the data.
- E. **GFI Genfare Bench.** The contractor shall procure all material and establish a GFI training bench for maintenance and operating personnel to use.

SEC. 312 INTELLIGENT TRANSPORTATION TECHNOLOGY

- A. **MCTD Obligations.** The MCTD shall provide Intelligent Transportation (IT) technology to CONTRACTOR on all new vehicles.
- B. **CONTRACTOR Obligations – AVL/AVAS System.** CONTRACTOR will ensure functionality, provide ongoing training to personnel on proper use of, provide ongoing maintenance, and OEM recommended preventative maintenance on the AVL (Syncromatics) system. The Contractor will monitor service via Syncromatics' Tracking/Live Dispatch modules and ensure that every operator is signed into the correct vehicle assignment before leaving the yard. CONTRACTOR will establish and maintain direct contact with Syncromatics for ongoing support. MCTD, at its discretion during the term of the Contract, reserves the right to establish a 3rd party maintenance agreement directly with the OEM for the AVL system.

- C. **CONTRACTOR Obligations - APC System.** CONTRACTOR will ensure functionality, provide ongoing training to personnel on proper use of, provide ongoing maintenance, and OEM recommended preventative maintenance on the APC (Syncromatics) system. The CONTRACTOR will, on a quarterly basis, recalibrate the APC sensors on all vehicles. CONTRACTOR will establish and maintain direct contact with OEM for ongoing support. MCTD, at its discretion, during the term of the Contract, reserves the right to establish a 3rd party ongoing maintenance agreement directly with the OEM for the APC system.
- D. **CONTRACTOR Obligations Mobile Digital Video Surveillance.** CONTRACTOR will ensure functionality, provide ongoing training to personnel on proper use of, provide ongoing maintenance, and OEM recommended preventative maintenance on the (Seon) Mobile Video Surveillance system. CONTRACTOR will establish and maintain direct contact with OEM for ongoing support needs. MCTD reserves the right to establish a 3rd party ongoing maintenance agreement directly with the OEM.

The onboard camera systems record audio and video for an average of up to a month depending on hours of actual bus operation. The Contractor will be responsible for retrieving requested data on occasion and conducting preventive maintenance activities during PM cycles.

Marin Transit is exploring integrating their onboard camera system with WiFi during the term of this contract. Marin Transit will work with the Contractor to coordinate equipment installations and provide training support to maintain any associated equipment with the Camera-WiFi integration.

- E. CONTRACTOR shall house networking equipment, provide necessary server rack space and cooling for the IT technology, and have sufficient internet data communications to support a minimum access to Marin Transit's web-based data management system. CONTRACTOR shall provide all desktop computers to be used by dispatchers, supervisors, and data clerks to interact with TransTrack, Clipper, and GFI. CONTRACTOR is required to use any IT software package or hardware as directed by MCTD and for coordinating with MCTD on the proper staff training for use of said software/hardware.

SEC. 313 FARE STRUCTURE

- A. **MCTD and CONTRACTOR Responsibilities.** The MCTD shall determine the fare rate and fare structure for Services. The MCTD reserves the right, in its discretion, to implement any fare adjustments deemed appropriate, subject to any required public hearing process. CONTRACTOR shall be responsible for implementing and complying with the MCTD's fare policy and structure.
- B. **Methods of Payment.** CONTRACTOR shall accept all means of payment and onboard MCTD pass sales approved from time to time by the MCTD, including, but not limited to, cash, passes, tickets, Clipper cards, and other electronic transit fare media. All methods of payment by passengers shall be recorded by each vehicle operator. The MCTD shall notify CONTRACTOR of all acceptable methods of payment. CONTRACTOR shall not accept methods of payment that have expired or are otherwise invalid, and shall compensate the MCTD for an inappropriate method of payment accepted. CONTRACTOR shall insure that passengers are required to show proper identification.

SEC. 314 FARE COLLECTION

- A. **CONTRACTOR Obligations.**

- a. Fare Recording. CONTRACTOR's vehicle operators shall receive all fare payment into the MCTD supplied farebox or Clipper equipment and must verify that each passenger by boarding type (youth, senior, transfer, etc.) is accounted for. CONTRACTOR shall maintain the operation of the farebox and Clipper equipment to the satisfaction of the MCTD. Failure to pay a fare is considered a violation of MCTD policy and shall be reported by the vehicle operator.
 - b.
 - c. Revenue Collection and Deposit. CONTRACTOR will use the MCTD provided audit unit to receive and store farebox revenue. The Contractor will be responsible for emptying the vault weekly into a locking bag or other tamper-proof container (provided by MCTD) and taking the cash bag directly to the San Rafael Bank of Marin branch to be deposited into the MCTD designated account. The Bank of Marin is located at 999 Andersen Drive, Suite 190 in San Rafael. Revenue is to be counted by the bank. If Marin Transit finds a revenue discrepancy, the CONTRACTOR will be responsible for assisting in identifying and addressing the issue related to the source of the discrepancy.
- B. **Changes**. The MCTD may make changes to the fare collection and recording process. CONTRACTOR shall cooperate in implementing any such changes and shall implement appropriate procedures consistent with all such changes.

SEC. 315 FUEL

- A. **CONTRACTOR Obligation**. The MCTD will provide CONTRACTOR with access to the fueling facilities at the Marin County Civic Center Fleet facility. CONTRACTOR is responsible for managing fuel cards and working within the County of Marin fueling guidelines with respect to fueling times and access to fuel islands. Contractor may choose to fuel vehicles on-site at their facility or off-site at a commercial facility.

In the event that CONTRACTOR chooses to fuel at locations other than the Marin County Civic Center and MCTD has approved the CONTRACTOR's Vehicle Fueling Plan to do so, the CONTRACTOR be paid directly by Marin Transit.

- B. **Usage and Reporting**. CONTRACTOR shall be responsible for verifying fuel deliveries and usage to adequately measure amounts of fuel received and dispensed and reported to MCTD. If CONTRACTOR fuels at locations other than the Marin County Civic Center, they shall submit delivery slips or invoices as proof of usage, per approval by MCTD, when seeking fuel reimbursement. CONTRACTOR shall also provide daily fueling records including mileage and fuel dispensed in TransTrack or another format designated by MCTD.

SEC. 316 SAFETY, SECURITY, AND EMERGENCY MANAGEMENT PROGRAM

- A. **CONTRACTOR Obligations**. CONTRACTOR shall be responsible for the safety and security of the passengers and the Vehicles, Systems, and Equipment provided by the MCTD for the CONTRACTOR's use, and for providing a safe workplace for its employees in the performance of Vehicle and Equipment maintenance responsibilities. CONTRACTOR shall work cooperatively with MCTD staff, other contractors, and local, State and Federal representatives in developing and implementing safety and security procedures. CONTRACTOR shall provide MCTD with a copy of its Safety, Security, and Emergency Management Program (to be made part of this document as Attachment J). CONTRACTOR's Safety, Security, and Emergency Management

Program will be complementary to any MTCD Emergency Response, Safety and Communications Plans.

B. Emergency Preparedness Plan

MCTD will work with the Contractor to develop, implement, and maintain an Emergency Preparedness Plan. The Emergency Preparedness Plan will be updated as necessary and submitted to Marin Transit on an annual basis. See Section 508 in the contract. The Plan, at a minimum, shall address prioritizing requests for service during an emergency, Intra-agency and interagency communication and backup capabilities, staffing plan including essential personnel and staffing capable of multiple roles, a vehicle inventory, documentation procedures, communication protocols, and after-action evaluation. Contractor shall provide Marin Transit with a copy of its Emergency Preparedness Plan to be made part of this document as Attachment M.

C. CONTRACTOR Personnel.

- a. Responsible Staff. CONTRACTOR, as part of its Management Plan, shall designate its operations and safety/training managers to direct the CONTRACTOR's safety, system security and emergency preparedness programs. This staff person shall have sufficient training and experience to assist the MTCD in the coordination of emergency preparedness activities. The designated managers will complete the following National Incident Management System (NIMS) training courses within the first three months of the contract: IS-700-National Incident Management System, An Introduction and ICS100 – Introduction to the Incident Command System. Both courses are available through an interactive web-based program. Information on NIMS training is available at: https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf

MCTD will work with CONTRACTOR to identify appropriate emergency management training for staff and certification programs for designated managers.

- b. Attendance at Meetings. CONTRACTOR shall require its operations manager to participate, on behalf of CONTRACTOR, in regular meetings and special meetings with the MCTD as requested.
- c. Activities. CONTRACTOR shall be required to participate in activities in support of the MTCD's efforts to meet and prepare for emergencies. As directed by MCTD staff, CONTRACTOR's operations manager shall participate in select exercises and training opportunities under the Marin County Emergency Operations Center. CONTRACTOR's managers assigned to system security and emergency preparedness shall coordinate these events with the designated MCTD staff and additional CONTRACTOR staff if required, and shall arrange for the use of appropriate MCTD assets if needed.
- d. Training. CONTRACTOR shall ensure that training of all Managers, Supervisors and Front Line employees follows Federal, local, state recommendations, and includes:
- i. Training in emergency and incident response and personal security training (e.g., Drug Free Work Place Initiatives, Amber Alert and Community Safe House Programs, Employee Assistance Programs, and Workplace Violence Prevention and Awareness Programs); and

- ii. Safety/OSHA related training (e.g., first aid, personal protective equipment, etc.).
- e. CONTRACTOR shall conduct refresher and/or re-training on an annual basis. CONTRACTOR shall maintain documentation of training and shall provide it to the MTCD upon request.

D. Emergencies.

- a. Response by CONTRACTOR. Upon verbal or written authorization from the MCTD Project Manager, CONTRACTOR shall respond to emergency situations within Marin County with CONTRACTOR personnel and MCTD-owned vehicles. In the event of a major emergency or natural disaster, such as a fire, flood, or man-made catastrophe, CONTRACTOR shall make labor, management, transportation, and communications resources available to the extent feasible for emergency assistance. Contractor will deploy vehicles as directed by MCTD or the Marin County Emergency Operations Center.
- b. Record keeping. MCTD will be obligated to compensate CONTRACTOR for emergency service that significantly exceeds the normal expense of operating the service. MCTD will provide CONTRACTOR with systems to document costs for paratransit staff hours, vehicle operating hours, and miles over and above the baseline cost of maintaining normal service.
- c. Safety. CONTRACTOR shall be responsible for the safety of its personnel and for any worker's compensation claims that might result from performance of emergency service.

E. Audits. CONTRACTOR shall conduct a self-audit on safety, security, and emergency preparedness on an annual basis. CONTRACTOR shall also participate in periodic MTCD audits and monitoring. These audits/monitoring will be based upon Federal; State, and local programs and guidelines, audit results, and MTCD-established policies and procedures. The MTCD may conduct site visits of the Facilities at any time during the Contract Term for purposes of audits and monitoring. CONTRACTOR shall make available any and all records, files, logs and associated documentation to the MTCD's designated representatives as requested. CONTRACTOR shall also assist the MTCD during any local, State, or Federal safety or security audits.

F. Reporting. CONTRACTOR shall be responsible for regular reporting of information to the MTCD relating to system safety and security. The following is a reference list of required reports and the timing of the report.

- a. Monthly.
 - i. Security and Emergency Incident Report.
 - ii. NTD Safety and Security Report.
 - iii. Training sessions completed related to system safety and emergency. (Training should be classified as either CONTRACTOR-required or a Federal or State requirement.)
- b. Quarterly. Safety meeting agenda and minutes, including corrective actions taken as a result of items identified through the safety committee.
- c. Semi-Annually.

- i. OSHA Hazard Analysis.
- d. Annually.
- i. Results of annual self-audit.
 - ii. Year End Trend Analysis, to be included in Monthly Safety/Security incident Trend Analysis.

As other reports are required by local, State or Federal agencies, the CONTRACTOR will be notified of its responsibility to provide those reports and information.

- G. **Workplace Safety.** CONTRACTOR shall provide a safe workplace and safe working environment for all staff and all operations/maintenance activities, in accordance with required Federal, State, and local requirements. CONTRACTOR shall exercise reasonable care in discovering and preventing violations and in correcting identified hazards.

SEC. 317 ADVERTISING

- A. **MCTD Rights and Responsibilities.** The MCTD shall be responsible for marketing, public relations, and advertising services, and its decisions on all such matters shall be final. The MCTD shall establish the terms and conditions of any interior or exterior advertising, including the selection of advertising contractors. Proceeds of any advertisement shall be the sole property of the MCTD.
- B. **CONTRACTOR Obligations.**
- a. Cooperation. CONTRACTOR shall cooperate with the MCTD in the implementation of the MCTD's marketing and advertising activities.
 - b. Rider Alerts. CONTRACTOR shall be responsible for posting, or otherwise making available on board, passenger information provided by the MCTD.
 - c. Facilitation. CONTRACTOR shall make requested vehicles available at the assigned maintenance facilities for installation, repair and maintenance of advertising, upon a minimum of twenty-four (24) hour notice, unless it notifies the MCTD in advance that it cannot comply due to operational requirements. CONTRACTOR shall permit access to any Revenue Vehicles available in the yard for advertising activities so long as it does not impact service requirements.

SEC. 318 COOPERATION WITH OTHER CONTRACTORS.

CONTRACTOR acknowledges that one or more other contractors of the MCTD have certain responsibilities regarding the provision of transit or paratransit services in Marin County. CONTRACTOR agrees to cooperate and coordinate fully with such other contractors when appropriate, and further agrees not to interfere with such other contractors in the performance of their respective duties.

ARTICLE 4—COMPENSATION AND COMMERCIAL TERMS

SEC. 401 COMPENSATION TO CONTRACTOR

- A. **Basis for Compensation.** All compensation to the CONTRACTOR for services under this Contract shall be in accordance with the Fixed Monthly Fee and the Revenue Hour Rate for each year of the Base Contract Term and for each option year, as set forth in Attachment A to this Contract.
- B. **Compensation for Fixed and Variable Costs.** CONTRACTOR's fixed costs shall be compensated monthly on the basis of a Fixed Monthly Fee in accordance with Attachment A. CONTRACTOR's variable costs for the operation of services and maintenance of the Revenue and Support Vehicles and Equipment, and associated services provided under this Contract, shall be compensated monthly on the basis of a Revenue Hour Rate in accordance with Attachment A.
- C. **Monthly Amount Payable.** The amount due to the CONTRACTOR each month for its services under this Contract will equal the sum of (1) the Fixed Monthly Fee; plus (2) the number of Revenue Hours actually operated in that month, multiplied by the applicable Revenue Hour Rate. Any Special Services provided by the CONTRACTOR shall be compensated using the Revenue Hour Rate in effect at the time those services are provided. CONTRACTOR shall not invoice the MTCD for work not performed.
- D. **Scope of Compensation.**
- a. Inclusion in Rates. Except as provided in paragraph (2) of this subsection, the compensation provided to the CONTRACTOR as described in this Section shall cover all costs of services provided and Work performed under this Contract, including (a) all costs of operating, maintaining, and repairing the Revenue Vehicles and replacing vehicle components and parts as necessary; (b) all costs of operating and maintaining and repairing the Support Vehicles (whether supplied by the MTCD or the Contractor) and replacing vehicle components and parts as necessary; (c) all costs of maintaining and repairing the Equipment provided by the MTCD; (d) the costs of purchasing or otherwise obtaining any Equipment, materials, and supplies (including spare parts and tires) necessary for the performance of services (other than Equipment provided by the MTCD); (e) all costs of training; (f) all costs associated with the implementation of the CONTRACTOR'S required plans and programs; (g) the cost of repairs and parts for vehicle accident damage; (h) all costs associated with the administration and enforcement of warranties; (j) all costs associated with the removal of hazardous materials; and (k) all costs of preparing vehicles for donation, disposal or removal from Revenue Service.
 - b. Exclusion from Rates. CONTRACTOR shall not be responsible for (a) fuel costs of the Revenue Vehicles used in providing services under this Contract; and (b) engine and transmission overhauls as provided in Section 306B(h).
- E. **Fixed Price Obligations.** CONTRACTOR'S Fixed Monthly Fee and Revenue Hour Rates set forth in Attachment A are firm fixed price amounts that are not subject to increase during the Base Contract Term or the option years. CONTRACTOR acknowledges and agrees that it assumes the risk of increases in the cost of doing business over the Base Contract Term and the option years, subject to any rate adjustments it may seek pursuant to Section 304F. However, in the event of an unanticipated and exceptional change in applicable law or regulations after the date of execution of this Contract that directly results in additional costs of providing operations and maintenance services hereunder, the CONTRACTOR may request that the MTCD allow an adjustment in its Fixed Monthly Fee or Service Hour Rate. The MTCD is not obligated to agree to such a request, but will review, discuss, and consider any such request in good faith.

- F. **Price Summary.** CONTRACTOR'S Fixed Monthly Payment and Revenue Hour Rates are based upon the CONTRACTOR'S Detailed Base Year and Option Year Price Forms, which shall be utilized as provided in subsection G hereof.
- G. **Total Cost Summary Information.** The Contractor's Detailed Base Year and Option Year Price Forms information may be used by the MCTD and the Contractor for the following purposes: (a) determination of disputes over costs or invoices; (b) determination of costs associated with change orders, service changes, or Contract amendments; (c) resolution of claims; (d) audits by the MCTD or other Federal or State agencies with audit authority; and (e) other Contract oversight purposes determined appropriate by the MCTD in its discretion.

SEC. 402 INVOICES

- A. **In General.** During the term of the Contract, CONTRACTOR shall submit monthly invoices to the MCTD's Accounts Payable office, in the format prescribed by the MCTD, with appropriate documentation in accordance with this Section.
- B. **Billing Process.**
- a. **Invoice.** CONTRACTOR shall submit an invoice to the MCTD for each month of service by the 10th of the following month. The invoice shall (a) set forth the applicable Fixed Monthly Fee and Revenue Hour Rate; (b) specify the number of Revenue Hours operated in the month; (c) attach the monthly TransTrack report showing the specified number of Revenue Hours operated; and (d) calculate the total amount due.
 - b. **Net Amount Payable.** The net amount payable to the CONTRACTOR for a month will be the total amount due under paragraph (B)(a), less the sum of: (a) any liquidated damages assessed by the MCTD for that month under Section 403 hereof; (b) any fuel charges incurred by the MCTD related to operation of CONTRACTOR's other operations.
 - c. **Payment.** Subject to subsection C hereof, the MCTD shall make payment within thirty (30) calendar days after each invoice is received and approved.
 - d. **Reservation of Rights.** The MCTD reserves the right to obtain from the CONTRACTOR any information needed to support any charges included in an invoice.
- C. **MCTD Review.** If the MCTD determines, based on its review of an invoice, that payment has been requested for services that were not provided in accordance with this Contract or that failed to meet service specifications, or if the MCTD otherwise questions or objects to the contents of an invoice, MCTD shall so notify CONTRACTOR and give CONTRACTOR the opportunity to correct the invoice or provide further necessary documentation or explanation within ten (10) calendar days. If such correction or documentation is not provided to the satisfaction of the MCTD within the identified time, the MCTD will withhold payment of the disputed amount and make payment of any undisputed amount due.
- D. **Audits and Statements.**
- a. **Annual Statement.** CONTRACTOR shall have prepared, within ninety (90) calendar days after each anniversary date of this Contract, an annual financial statement of its revenues and expenses for services provided under this Contract.

- b. **Discretionary Audits.** In addition to the annual audits performed under paragraph (a.), the MCTD reserves the right to conduct, at any time, an audit of any records of CONTRACTOR that are related directly or indirectly to the services provided under this Contract. The cost of any discretionary audit will be paid by the MCTD.
 - c. **Adjustments.** Any overpayment or underpayment uncovered in any audit under paragraph (a) or (b) may be charged or credited (as the case may be) against future amounts otherwise due to CONTRACTOR. Appropriate financial adjustments to future payments shall be made by the MCTD based upon any inconsistency, irregularity, discrepancy, under-billing, or unsubstantiated billing revealed as a result of any audit.
 - d. **Notice to CONTRACTOR.** Prior to withholding payment or deducting amounts from future invoices, the MCTD will give notice to CONTRACTOR and provide CONTRACTOR with an opportunity to state its position on the issue presented. Any dispute that cannot be resolved by CONTRACTOR and the MCTD is subject to resolution under Section 509.
- E. **Address for Invoices.** Invoices for payment shall be forwarded to:

Accounts Payable
 Marin Transit
 711 Grand Avenue #110
 San Rafael CA 94901

Invoices shall be accompanied by any reports required by Section 501 of this Contract.

- F. **Final Month Invoice.** The MCTD may, in its discretion, withhold all or any portion of the amounts due for the final month of service by CONTRACTOR, pending the resolution of any disputes, the successful completion of all transition requirements under Section 507, and the completion of the turnover audit process (including the performance of any necessary maintenance and repairs) under Section 306G hereof.

SEC. 403 LIQUIDATED DAMAGES

- A. **Notification and Imposition of Liquidated Damages.**
 - a. **Notification Steps.** The MCTD intends to provide notice to CONTRACTOR for the first occurrence that can be the basis of the assessment of liquidated damages under subsection C of this Section. Upon the occurrence of the second violation at any time during the Contract term, the MCTD intends to provide written notice to CONTRACTOR as a warning that liquidated damages will be assessed on the occurrence of another violation. A third violation shall be the basis of the imposition of the liquidated damages at issue. Notwithstanding the preceding sentence: (a) the MCTD may, in its discretion, impose liquidated damages for any violation without following the three-step process described above; and (b) such three-step process shall not apply to vehicle maintenance liquidated damages under subsections C (3) and (4).
 - b. **Multiple Assessments.** The MCTD does not intend to impose multiple liquidated damages under this Section for the same incident, occurrence, or other event, but retains the discretion to do so in appropriate circumstances.

- c. **Moratorium.** The MCTD shall not impose liquidated damages under this Section for the first ninety (90) days of the first year of the Base Contract Term, except for any liquidated damages that relate to violations of safety requirements.

B. Deduction and Assessment of Liquidated Damages.

- a. **Assessment by MCTD.**
 - i. **Basis of Assessment.** The liquidated damages set forth in subsection A shall be calculated, assessed, and reported by the MCTD to CONTRACTOR on a monthly basis, in accordance with subparagraph (b) hereof. Liquidated damages shall be assessed on the basis of the information provided in CONTRACTOR's invoices, reports, and other documentation as required under this Contract, as well as through the various reporting mechanisms available to the MCTD, including Communications System reports, visual observations, inspections, ride checks, data surveys, passenger comments, and such other means the MCTD may utilize.
 - ii. **Notice.** The MCTD will provide CONTRACTOR with a listing of liquidated damages assessed each month, itemized by category and dollar amount. The MCTD will establish appropriate forms for such notification and assessment.
- b. **Response by CONTRACTOR.**
 - i. CONTRACTOR shall respond to the MCTD in writing within five (5) days of receipt of the notice of assessment of liquidated damages. CONTRACTOR shall have an opportunity to demonstrate to the MCTD that it made all reasonable efforts to comply with its contractual obligations and that its failure to comply was due to circumstances beyond the control of CONTRACTOR, or any person for whom CONTRACTOR is legally or contractually responsible, as consistent with the Force Majeure definition set out in Section 410D. The circumstances beyond CONTRACTOR's control do not include delays which may reasonably be anticipated on a daily basis on any given roadway or in any given area.
 - ii. On the basis of CONTRACTOR's demonstration under subparagraph (a), the MCTD reserves the right to reduce or waive the liquidated damages at issue. In the absence of a sufficient demonstration from CONTRACTOR, all amounts of liquidated damages imposed under this Section shall be deducted by the MCTD from CONTRACTOR's next monthly invoice.
- c. **Agreement of CONTRACTOR.** CONTRACTOR understands and agrees that if it fails to meet the schedule, maintenance, and other performance requirements of this Contract, the MCTD will suffer damages which cannot be quantified as of the date of execution of this Contract. CONTRACTOR hereby agrees to have deducted from its invoices, or to pay directly upon request, the liquidated damages amounts stated in this Section. CONTRACTOR further agrees that amounts payable under this Section are in the nature of liquidated damages and are not a penalty, and that such amounts are reasonable in light of the actual or anticipated harm incurred and the difficulties of proof of actual loss.

- C. **Categories of Liquidated Damages.** The following liquidated damages shall be assessed by the MCTD on CONTRACTOR for each failure to perform as described below.

Operating Liquidated Damages

Description of Violation	Penalty
1) Early Trips	\$500 per occurrence
2) Late Pull Outs (>10 minutes)	\$75 per occurrence
3) Missed Trips (>20 minutes)	(cost of trip + \$200)
4) More than 5 Verified Complaints per Month	\$75 per additional complaint
5) Failure to Submit Reports	\$75 per report
6) Falsification of Reports	\$1,000
7) Failure to Input Data into TransTrack	\$100 per occurrence
8) Heating or Air Conditioning Failure in Service	\$75
9) Unsafe Operation of Vehicle	\$100
10) Misuse of Marin Transit Vehicle	\$1,000
11) Use of Cell Phone during Vehicle Operation	\$1,000
12) Operator Discourtesy	\$75
13) Operator not Wearing Seatbelt during Vehicle Operation	\$100
14) Operators not Adequately Trained or Failing to Properly Operate Fareboxes or Destination signs.	\$100
15) Schedules or Complaint Cards Not Available on Vehicles	\$75
16) Rider Alerts/ Posters not Posted on Vehicles	\$75
17) Radio Communication Not Maintained	\$100 per occurrence after two warnings
18) ADA Related Operator Error, e.g., Failure to Announce Stops, Failure to properly secure wheelchair.	\$75
19) Failure to Complete Operator Daily Pre-and Post-Trip Inspection	\$100
20) Negligence of CONTRACTOR Staff Resulting in Serious Injury to Passengers	\$500

Maintenance Liquidated Damages

Description of Violation	Penalty
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1) Failure to Complete Scheduled Inspection/Oil Change/Lube Intervals/Engine Tune-Ups	\$75
2) Failure to Maintain Clean Vehicles	\$100/day
3) Failure to Complete Preventive Maintenance of Air Conditioning	\$75
4) Insufficient Inventory of Spare Parts	\$150 per day bus out of service
5) Failure to Make Timely Repairs of Accident Damage	\$150
6) Failure to Make Timely Repairs of AVL, MDT, APC, or Camera systems	\$150 per occurrence
7) Not Maintaining Clear Vehicle Maintenance Records	\$500
8) Not Providing Maintenance Reports to Marin Transit	\$75
9) Failing an Inspection by California Highway Patrol (CHP)	\$750
10) Safety Violations in Maintenance Yard or Vehicle Condition	\$500
11) Failure to Keep Wheelchair Lifts in Proper Working Condition	\$750
12) Failure to Remove Graffiti from Vehicles in a Timely Manner	\$750
13) Failure to Keep Glass and Windows in Proper Condition	\$100
14) Failure to Make Timely Repairs of Fareboxes or Clipper Units	\$500

- D. **Reservation of Rights.** Neither the agreement of the MCTD to accept liquidated damages as compensation for its damages for CONTRACTOR's failure to perform, nor the imposition or assessment of any liquidated damages under this Section, shall affect any other rights and remedies of the MCTD under this Contract, including the right of the MCTD to terminate this Contract in accordance with the termination provisions hereof. In addition, in the event of a pattern of repeated failures by CONTRACTOR in any of the liquidated damages categories in subsection C, the MCTD may in its discretion double or triple the stated liquidated damage amount.

SEC. 404 RISK OF LOSS OR DAMAGE

CONTRACTOR shall be responsible for the Revenue and Support Vehicles, Equipment, tires, supplies, and Facilities, whether owned by CONTRACTOR or the MCTD, used in the performance of the services under the Contract, and shall also be responsible for all losses or damages (whether or not the fault of CONTRACTOR) with respect to any such vehicles, equipment, tires, or supplies, subject to Normal Wear and Tear. In the event of damage to or loss of a Revenue Vehicle due to an accident, CONTRACTOR shall be responsible for replacement costs of the vehicle at the depreciated value of said vehicle at the time of loss.

SEC. 405 INSURANCE

- A. **Required Insurance.** CONTRACTOR shall carry and pay premiums for insurance of the types and with the limits of liability set forth in this subsection. Such insurance shall be maintained in effect at all times during the term of the Contract and shall cover all events occurring or arising during the term of the Contract (commonly known as tail coverage). The insurance required is as follows:
- a. Workers' Compensation Insurance, including Employers' Liability, with limits of not less than \$1,000,000, covering all of CONTRACTOR's employees engaged in work under the Contract as required under the Workers' Compensation Act of the State of California.
 - b. General Liability Insurance covering the occupied and utilized Facilities provided by the MCTD, other premises used for storage and maintenance of vehicles used in performance of

the Contract, and bus stops, with limits of liability of not less than \$2,000,000 each occurrence combined single limit and \$10,000,000 general policy aggregate if applicable. Such liability insurance shall also include coverage for Personal Injury Liability, Contractual Liability, and Liability for Independent CONTRACTOR.

- c. Automobile Liability Insurance covering all Revenue Vehicles and Support Vehicles used in connection with the work performed under the Contract, with limits of not less than \$10,000,000 each occurrence combined single limit for bodily injury and property damage.
 - d. Automobile Physical Damage Insurance on all MCTD-owned Revenue Vehicles covering collision and fire, theft, combined additional coverage with limits of liability not less than the actual cash value of the vehicle at time of loss or the cost to repair or replace with like kind and quality with deduction for depreciation. Deductibles shall not exceed \$50,000 for each loss, and MCTD shall be named Loss Payee under the policy. CONTRACTOR shall be responsible for payment of any loss under the deductible amount.
- B. **MCTD Coverage.** The MCTD (and its Governing Body, officers, employees and agents) shall be named as an additional insured via additional insured endorsement for all commercial coverage for all MCTD-owned or leased assets and for all liability coverage.
 - C. **Notice.** All insurance policies required in this Section shall be endorsed to provide a sixty (60) calendar day written notice of cancellation, renewal, or material change to the MCTD.
 - D. **Umbrella Policy.** The limits of liability as required under this Section may be provided by a single policy of insurance or a combination of policies including a so-called umbrella liability policy, subject to prior approval of the MCTD; provided that such umbrella policy provides all of the coverages required under subsection A.
 - E. **Self-Insurance.** Self-insurance programs are subject to prior approval by the MCTD upon review of CONTRACTOR's financial capacity to provide such self-insurance. Any self-insurance program utilized by a CONTRACTOR must provide the MCTD with at least the same coverage, limits of liability, and protection as would be afforded by first dollar insurance meeting the requirements of this Section.
 - F. **Minimum Insurance Requirements.** The types of insurance and limits of liability stated in this Section are the minimum acceptable to the MCTD and shall in no way be construed as a limitation of CONTRACTOR's liabilities and obligations arising out of the performance of the Contract.
 - G. **Subcontractors.** CONTRACTOR shall require all subcontractors performing work under the Contract to carry insurance to the types and with limits of liability as CONTRACTOR shall deem appropriate and adequate. CONTRACTOR shall obtain and make available for inspection by the MCTD upon request Certificates of Insurance evidencing insurance coverages carried by such subcontractors.
 - H. **MCTD Approval.** All insurance required to be maintained or provided by CONTRACTOR and subcontractors shall be with companies and through policies approved by the MCTD. All such Insurance Companies shall carry a Best's rating of A- or better Class VII and be licensed by the State of California. The MCTD has the right to inspect in person, prior to commencement of the work, all of CONTRACTOR's insurance policies in regard to required insurance coverages.

- I. **Certified Copies of Policies.** Proof that required insurance coverage exists shall be furnished to the MCTD in the form of certified copies of insurance policies within seven (7) Days after receipt of notice of Contract award. Renewal or replacement policies shall be furnished five (5) Days prior to the expiration date or termination date of any policy furnished in compliance with the requirements of the Contract.
- J. **MCTD Purchase of Insurance.** If at any time during the Contract term CONTRACTOR fails to provide the insurance required above, the MCTD reserves the right, but not the obligation, to purchase other insurance to protect the MCTD's interests, and to charge CONTRACTOR, or withhold from CONTRACTOR's payments, the full cost of such insurance, plus a five percent (5%) fee.

SEC. 406 INDEMNIFICATION

General Requirement. CONTRACTOR agrees to protect, defend, indemnify and hold the MCTD, its Governing Body, officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the performance of the Contract by CONTRACTOR, any subcontractor of CONTRACTOR, or any person for whom CONTRACTOR is legally or contractually responsible. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, any tangible or intangible property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that CONTRACTOR was negligent, and without regard to whether such claim is groundless, false, or fraudulent. Notwithstanding the foregoing, Contractor shall not be required to indemnify MCTD for claims caused by the negligence or willful misconduct of MCTD or its employees or agents.

- A. **Handling of Claims.** The MCTD agrees that it will notify CONTRACTOR in writing within ten (10) Days of receipt or notice of any claim described in subsection A; provided that the failure of the MCTD to so notify CONTRACTOR shall not relieve CONTRACTOR of any of its obligations under this Section. CONTRACTOR shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless the MCTD notifies CONTRACTOR that it elects to be represented by counsel of its own selection in connection with any such claim. If the MCTD elects to be represented by its own counsel, the MCTD will pay the costs of such representation. The MCTD shall provide such assistance (except financial) for the defense of any claim as may be reasonably required by CONTRACTOR. The MCTD shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of CONTRACTOR. CONTRACTOR agrees to inform the MCTD as to all correspondence and proceedings in respect to any claim as to which indemnity is sought and to consult with the MCTD with respect to all matters relating to any claim.

SEC. 407 DISCLAIMER OF LIABILITY

The MCTD will not hold harmless, defend or indemnify CONTRACTOR for any liability whatsoever.

SEC. 408 TERMINATION FOR CONVENIENCE

- A. **In General.** The performance of work under this Contract may be terminated by the MCTD in accordance with this Section in whole, or from time to time in part, whenever the MCTD determines that such termination is in the best interest of the MCTD. Any such termination shall be effected by delivery to CONTRACTOR of sixty (60) calendar days' advance written notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- B. **Actions Following Termination Notice.** Upon receipt of a notice of termination, and except as otherwise directed by the MCTD, CONTRACTOR shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or Facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the MCTD in the manner, at the times, and to the extent directed by the MCTD, all of the right, title and interest of CONTRACTOR under the orders and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the MCTD, to the extent the MCTD may require, which approval or ratification shall be final for all the purposes of this Section; (6) transfer title to the MCTD and deliver in the manner, at the times, and to the extent, if any, directed by the MCTD, supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of the work terminated, and any information and other property which, if the Contract had been completed, would have been required to be furnished to the MCTD; (7) complete any such part of the work as shall not have been terminated by the notice of termination; and (8) take such action as may be necessary, or as the MCTD may direct, for the protection and preservation of the property related to the Contract which is in the possession of CONTRACTOR and in which the MCTD has or may acquire an interest. Payments by the MCTD to CONTRACTOR shall be made by the date of termination but not thereafter. Except as otherwise provided, settlement of claims by CONTRACTOR under this Section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended from time to time.
- C. **Return of Vehicles.** Upon termination or completion of the contract, the CONTRACTOR will be responsible for returning all vehicles and equipment to Marin Transit in the condition in which they were received with the exception of normal wear and tear, including, but not limited to, body condition, system(s) condition and function, all ancillary equipment (intact and functional), and overall vehicle operation and performance. Ancillary equipment includes: bicycle racks; fareboxes (installed units, spare units, and parts inventory); farebox portable data units and audit units; MDT's, APC's, Clipper equipment (installed units and spare units), and any other Marin Transit provided equipment.

MCTD, at its discretion, may contract with a qualified, third-party vehicle inspection firm to assist in any return of vehicle turnover inspection process. Such a third-party inspector will conduct individual inspections on each vehicle (within its last preventive maintenance cycle) prior to the return of the vehicle to MCTD. Such inspections will ensure that any necessary repairs are completed and will require the Contractor to conduct any needed repairs. Once the CONTRACTOR is notified of any deficiencies requiring repair, the CONTRACTOR will have seven (7) days in which to complete those repairs.

SEC. 409 TERMINATION BY MUTUAL AGREEMENT

This Contract may be terminated by mutual agreement of the parties. Such termination shall be

effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Section 408 and Section 410, respectively.

SEC. 410 TERMINATION FOR DEFAULT

- A. **Events of Default.** The MCTD may, subject to the provisions of subsection B of this Section, by thirty (30) calendar days' advance written notice of default to CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:
- a. If CONTRACTOR fails to provide the services in the manner required by this Contract or in accordance with the performance standards articulated herein;
 - b. If CONTRACTOR fails to perform any of the provisions of this Contract in accordance with its terms; or
 - c. If CONTRACTOR fails to make progress in the prosecution of the work under the Contract as to endanger such performance.
- B. **Opportunity to Cure.** If the MCTD determines that an event of default has occurred, the MCTD shall provide CONTRACTOR with the opportunity to cure the default within thirty (30) calendar days after receipt of the default notice under subsection A; provided that the MCTD may, in its sole discretion, provide an additional period for cure if CONTRACTOR demonstrates to the satisfaction of the MCTD that there is a reasonable likelihood that such additional time will allow CONTRACTOR to effectuate a cure.
- C. **Procurement by MCTD.** If the MCTD terminates this Contract in whole or in part as provided in subsection A of this Section, the MCTD may procure, upon such terms and in such manner as the MCTD may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the MCTD for costs associated with the termination of this Contract and the procurement of replacement services by the MCTD, and also for any costs of the replacement supplies or services that are in excess of what the MCTD would have paid under the Contract in the absence of default from the date of termination to the expiration date of the Contract. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by CONTRACTOR and the MCTD are subject to resolution pursuant to Section 509 of this Contract.
- D. **Force Majeure.** CONTRACTOR shall not be liable for any failure to perform if CONTRACTOR demonstrates to the satisfaction of the MCTD that the failure to perform the Contract was due to events which were beyond the control and without the fault or negligence of CONTRACTOR and which could not have been avoided or prevented by due diligence and reasonable efforts of CONTRACTOR. Examples of such *Force Majeure* events include acts of God, civil disturbances, fire, war, floods, or other natural disasters, but do not include labor-related incidents, such as strikes or work stoppages.
- E. **Return of Vehicles.** Upon termination of the contract by default, the Contractor will be responsible for the return of vehicle and ancillary equipment in accordance with the return of vehicle provisions contained in Section 408.

- F. **Claims.** Except as otherwise provided, settlement of claims by CONTRACTOR under this termination clause shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended from time to time.

SEC. 411 CANCELLATION OF CONTRACT

In any of the following cases, the MCTD shall have the right to cancel this Contract without expense to the MCTD: (1) CONTRACTOR is guilty of a knowing or intentional misrepresentation; (2) the Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; (3) the Contract conflicts with any statutory or constitutional provision of the State of California or the United States; or (4) there is a change in ownership or control of CONTRACTOR after the date of Contract Award, and the MCTD has not approved the assignment of this Contract to the new owner or controlling entity. This section shall not be construed to limit the MCTD's right to terminate this Contract for convenience or default, as provided in Sections 408 and 410.

SEC. 412 SECTION 13(c) OBLIGATIONS

- A. **In General.** Except as provided in subsection B of this Section, the MCTD shall be administratively and financially responsible for obligations under Section 13(c) of the Federal Transit Act (49 U.S.C. §5333(b)) and the MCTD's July 6, 2000 and March 27, 2003 13(c) Arrangements.
- B. **CONTRACTOR Obligations.**
- a. **Financial Liability.** CONTRACTOR shall have financial liability for any 13(c) claims or obligations that are created by acts or omissions of CONTRACTOR that are not directed by the MCTD. CONTRACTOR agrees that it is bound to the terms of the July 6, 2000 and March 27, 2003 13(c) Arrangements. In addition, CONTRACTOR shall cooperate with the MCTD (including the provision of payroll records and other information) in the resolution or defense of any 13(c) claims or disputes, and in the implementation of any 13(c) remedies.
 - b. **Restrictions on Activities.** CONTRACTOR shall not assist or encourage any employee to file or otherwise pursue a 13(c) claim against the MCTD, or take any action which is contrary to the interests of the MCTD under 13(c) or its 13(c) arrangements or agreements, relating to the termination of services under this Contract, any future transition from CONTRACTOR to another service provider, or any other action or event relating to this Contract. If CONTRACTOR fails to comply with this obligation, CONTRACTOR shall be financially liable for all costs incurred by the MCTD (including attorneys' fees) associated with any 13(c) claims or delays in the receipt of Federal grants.

ARTICLE 5—ADMINISTRATIVE AND MISCELLANEOUS PROVISIONS

SEC. 501 REPORTING

- A. **CONTRACTOR Obligation.** In order to document services provided under the Contract, CONTRACTOR shall maintain all records requested by the MCTD and as required for good business practices. CONTRACTOR shall take appropriate steps to ensure the proper monitoring of service levels, and maintenance and operations activities related to the services provided under this Contract. CONTRACTOR shall permit authorized representatives of the MCTD to examine all data and records related to this Contract upon request or according to scheduled reporting periods.

- B. Management Level Reporting.** CONTRACTOR shall provide management level reporting to the MCTD on a monthly basis that includes detailed information describing and quantifying the level of service and the quality of the service provided by CONTRACTOR. For specific service issues, CONTRACTOR shall, upon request of the MCTD, provide additional information. Either party may recommend, from time to time, additions, modifications, or deletions to the reports and reasonable requests shall be accommodated by CONTRACTOR.
- C. Integrated Data Management System (TransTrack).** CONTRACTOR will provide all inputs and generate all of the reports described below using MCTD's integrated, web-based data collection system. The Data Management System is a customized version of the Web-based Transit Performance Manager™ software package developed by TransTrack Systems, Inc.®. CONTRACTOR will work with MCTD and their contractor, TransTrack, to ensure the proper data integration is set-up to automatically transfer data from CONTRACTOR automated reporting systems (e.g. GFI) on a regular basis to the system. Additional manual inputs such as vehicle maintenance and customer service records will be added daily by CONTRACTOR.

CONTRACTOR will be issued personalized access to the online system for each staff member that is assigned to entering and manage data in TransTrack. MCTD will control the permission levels for each staff member to ensure they have access to edit and review only relevant data to their function.

The CONTRACTOR is directly responsible for the following manual reporting and follow-up activities in the TransTrack system:

- Documenting and responding to customer service inquiries that area assigned to Contractor and documenting responses within the system;
- Documenting all daily service disruptions including the type of disruption, any impacts on service levels (adjustments to number of trips, changes in hours/miles), and any relevant description of the incident;
- Documenting all relevant information for any accident or safety and security incident;
- Documenting all relevant information for any roadcall or equipment failure that occurs during revenue service;
- Documenting all vehicle maintenance issues including when vehicles are not available for service due to maintenance issues, reason for unavailability, and when released for service, etc.;
- Documenting preventative maintenance by vehicle including type of service performed, mileage, etc. This report will match the Contractor's maintenance records and will be audited by Marin Transit on a random announced or unannounced basis.;
- Uploading vehicle fluid sample test results;
- Entering end of year vehicle mileage; and
- Maintaining an updated operator list

D. Required Reports.

CONTRACTOR is required to provide all of the reports described in this section at the frequency that is specified for each report. Some reporting requirements may change as MCTD's external reporting requirements change. These reports will be used to monitor performance along with MCTD staff field inspections and CONTRACTOR reporting.

- a. Daily Accident/Incident Report. A daily Accident/incident Report will be e-mailed to MCTD within 24 hours of each accident/incident occurring on a MCTD route. Any major accident involving injuries or significant damage to MCTD vehicles will be immediately reported through direct person-to-person contact, followed by a written summary of the accident/incident. Contractor is also responsible for inputting accident data into TransTrack.
- b. Passenger Complaints/Commendations. Passenger complaints and commendations will be entered directly into TransTrack software on an as received basis. In addition, Contractor is required to follow-up with customer complainant to notify them of complaint receipt and input at close of investigation input resolution into TransTrack. Monthly, MCTD will review entries in database and compile a summary report.
- c. Ridership Reports. A summary of actual revenue hours for each month will be included with the CONTRACTOR's invoice. This invoice will show schedule revenue Hours by route and adjustments made to those routes due to added or missed service. This report should be submitted with ten (10) working days after the end of the month.
- d. Trip and Fare Reports. CONTRACTOR shall submit a Monthly Trip and Fare Report within ten (10) working days after the end of the month. This report will contain daily ridership by type, farebox revenue, revenue hours and miles, deadhead hours and miles, and other desired operating information by route.
- e. Monthly Road Call/Missed Trip/Incident Report. CONTRACTOR shall submit a monthly report of all road calls, missed trips, and incidents within ten (10) working days after the end of each month. Missed trips or major incidents shall also be reported to MCTD immediately via email.
- f. Quarterly Preventive Maintenance and Vehicle Mileage Update Reports. CONTRACTOR shall submit a Quarterly Preventive Maintenance (PM) Report to MCTD indicating the date and mileage for when the last PM was performed for each vehicle and the type of PM (e.g., "A", "B", LOF, Brake Inspection, HVAC Inspection.) that was performed. This report will match the CONTRACTOR's maintenance records and will be audited by MCTD on a random announced or unannounced basis.
- g. FTA-National Transit Database (NTD) Reporting. In accordance with the Federal Transit Administration (FTA) guidelines, CONTRACTOR will be responsible for the tracking, collecting, and preparation of National Transit Database (NTD) report data. MCTD may also require passenger mile sampling, as required by NTD every three years. MCTD will work with CONTRACTOR for developing processes and procedures for collecting and reporting this data.
- h. Federal Triennial Reviews and NTD Reviews. CONTRACTOR will participate in Federal Triennial Reviews pertaining to Marin Transit. This will include NTD audits and Drug and Alcohol Program Reviews.
- i. Annual Drug and Alcohol MIS Report. CONTRACTOR (and any subcontractor(s)) shall prepare and submit their annual Management Information System (MIS) report online, as required by the FTA, and shall provide a signed original report to the MCTD no later than March 10 annually for the previous calendar year's drug and alcohol testing rates. The report must be in accordance with established Federal guidelines.

- j. Operator List. CONTRACTOR must maintain an updated list of all operators and backup operators within Marin Transit's TransTrack system. Any changes to the list (including reason for change, date of change) must be updated within Marin Transit's TransTrack system on a monthly basis.
- k. Special Reports. CONTRACTOR shall prepare and provide any special reports, or more detailed information, requested by the MCTD.

E. Meetings

CONTRACTOR shall meet with the MCTD Project Manager at least on a monthly basis and more frequently as necessary. Meetings with other key MCTD and CONTRACTOR staff will be held on a regular basis, as well as on an as needed basis. The MCTD shall include key CONTRACTOR staff in appropriate meetings related to service, planning, maintenance, and operations, as well as in circumstances in which the MCTD is contemplating the purchase of new equipment or systems or is making significant planning decisions.

SEC. 502 COMPLAINT RESOLUTION

A. Customer Complaints.

- a. Intake of Complaints. CONTRACTOR may be the initial intake of comments from the customers. In the event that a complaint is lodged through the MCTD administrative office or the 511 customer service operators, MCTD will provide CONTRACTOR with the complaint documentation through the TransTrack System.
- b. Required CONTRACTOR Process. CONTRACTOR shall establish a process for the thorough and prompt resolution of all customer complaints, in accordance with this Section. The process shall be completed and closed out in TransTrack within two (2) business days from the date of receipt of the complaint, and shall include, at a minimum, the following:
 - i. contemporaneous documentation of the nature of the complaint;
 - ii. passenger contact information;
 - iii. investigation, follow-up, and investigative reports; and
 - iv. complaint resolution, including any remedial action taken.
- c. Complaint Validity. For purposes of this Section MCTD will consider a customer complaint valid unless MCTD determines that CONTRACTOR has sufficiently documented that the complaint is not valid.

B. Title VI and ADA Complaints.

- a. Required CONTRACTOR Process. In the event MCTD requires assistance with or CONTRACTOR directly receives, Title VI or Americans with Disabilities Act (ADA) complaint, CONTRACTOR shall establish a process for the thorough and prompt consideration of all Title VI and ADA complaints. The MCTD shall be immediately notified of any such complaints in writing. In addition, at a minimum, the process shall include the following:
 - i. Intake procedures and complaint evaluation;

- ii. passenger contact information;
 - iii. investigation, follow-up, and investigative reports (including the information described below in the description of report evaluation criteria in paragraph (2)); and
 - iv. proposed complaint resolution.
- b. **Complaint Investigation.** All Title VI and ADA passenger complaint investigative reports will be evaluated by the MCTD for compliance with Federal requirements. CONTRACTOR is responsible for assuring that each completed investigative report provides full and complete documentation for each of the following requirements;
- v. Statement of issues;
 - vi. Respondent's reply to each issue; and
 - vii. Findings of fact.
- c. **Complaint Resolution Plan.** Prior to implementation, CONTRACTOR shall submit its Title VI and ADA Complaint Resolution Plan to the MCTD for evaluation and approval.

SEC. 503 ACCIDENT AND INCIDENT REPORTING

In the event of an accident involving vehicle damage, property damage, passenger injury or fatality, an emergency, or other non-routine event, CONTRACTOR shall notify the MCTD Project Manager within one (1) hour after CONTRACTOR learns of such event. CONTRACTOR shall report all media inquiries or media on scene to the MCTD's Project Manager immediately. CONTRACTOR shall, if requested by the MCTD, follow up with specific details from the accident or incident investigation within three (3) hours from the time MCTD was originally notified. CONTRACTOR shall prepare all reports required by the Contract relating to such accident or other non-routine event. CONTRACTOR shall comply with all applicable laws and regulations in the case of any accident or other non-routine event. In addition, the Contractor shall be responsible for replacement costs in accordance with Section 404.

SEC. 504 AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that the MCTD, the Comptroller General of the United States, and the U.S. Secretary of Transportation, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and to audit the books, records, and accounts relating to the performance of the Contract. Further, CONTRACTOR agrees to maintain all such required books, records, and accounts, at a site in Marin County, California, in a non-archived status, during the term of this Contract (including any option years) and for at least three (3) years after the MCTD has made final payment and all other pending matters are closed. In addition, CONTRACTOR shall assist and cooperate with the MCTD in the audit and monitoring of all program requirements, including EEO compliance, Drug and Alcohol compliance, and Safety/Security compliance, and shall permit the MCTD to perform on-site inspections of CONTRACTOR's procedures and programs.

SEC. 505 OWNERSHIP OF DOCUMENTS

CONTRACTOR agrees that any and all information, in oral or written form, whether obtained from the MCTD, its agents or assigns, or other sources, or generated by CONTRACTOR pursuant to the Contract,

shall not be used for any purpose other than fulfilling the requirements of this Contract. Any documents, reports, or data generated by CONTRACTOR (other than CONTRACTOR's internal documents) in connection with the performance of the Contract shall become the sole property of the MCTD, subject to any rights asserted by the FTA. CONTRACTOR may retain copies of such items for its files. CONTRACTOR shall not release any documents, reports, or data from this project without prior written consent of the MCTD.

SEC. 506 REPLACEMENT SERVICES

A. Plan and Response.

- a. CONTRACTOR Plan. In the event that CONTRACTOR is unable, due to any event not caused by the MCTD or not constituting a *Force Majeure* event under Section 410D of this Contract, to provide services in full compliance with the requirements of this Contract, CONTRACTOR shall deliver a plan to the MCTD within twenty-four (24) hours after the event detailing what actions will be taken and what the schedule will be to resume providing services in full compliance with the requirements of the Contract.
- b. MCTD Response. If CONTRACTOR has not resumed providing services in full compliance with the requirements of the Contract within fifteen (15) calendar days of the event, then the MCTD may obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as "replacement services"). The MCTD may utilize such replacement services as a substitute for all or any part of CONTRACTOR's services, and may maintain such replacement services in effect until either: (a) CONTRACTOR is able to resume performance in full compliance with this Contract; or (b) the MCTD terminates CONTRACTOR and obtains a permanent replacement contractor.

B. Liability; Limits on Compensation.

If the MCTD utilizes replacement services under this Section, CONTRACTOR shall be liable to the MCTD for (1) the actual amount by which the cost of such services exceeds the amount that would have been payable under this Contract for comparable services; plus (2) the administrative costs incurred by the MCTD in obtaining the replacement services. During the period in which any replacement services are provided, the only compensation payable to CONTRACTOR shall be for any Revenue Hours CONTRACTOR itself actually provides.

C. Savings Clause.

Any action taken by the MCTD pursuant to this Section in response to CONTRACTOR's failure to perform shall not preclude the MCTD from subsequently finding CONTRACTOR in default of this Contract for the same or any related failure to perform.

SEC. 507 CONTINUITY OF SERVICES

- A. **CONTRACTOR Obligation.** CONTRACTOR recognizes that the services under the Contract are vital to the MCTD and must be continued without interruption and that, upon Contract expiration or termination, another entity, either the MCTD or another provider, may continue those services. CONTRACTOR agrees to: (1) fully cooperate in any procurement process conducted by the MCTD; (2) furnish phase-in training for the new contractor; and (3) exercise its best efforts and cooperate to effect an orderly and efficient transition to the subsequent provider (including, the provision of access to Revenue Vehicles and Facilities, and coordination of equipment transfers, and related actions).
- B. **Transition Requirements.** CONTRACTOR shall, upon the MCTD's written notice (1) furnish phase-in, phase-out services for up to ninety (90) calendar days after the Contract expire or

terminates; and (2) negotiate in good faith a plan with the subsequent provider to determine the nature and extent of phase-in, phase-out service required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the MCTD's approval. CONTRACTOR shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the Contract are maintained at the required level of proficiency.

- C. **Compensation.** CONTRACTOR shall be reimbursed for all reasonable phase-in, phase-out costs that are incurred and not compensated by the MCTD under the method of compensation in this Contract, within the agreed period after Contract expiration or termination that directly result from phase-in, phase-out operations. At the end of the Contract Term, the MCTD may, in accordance with Section 402F, withhold any amount from the final invoice to CONTRACTOR determined by the MCTD to be due by CONTRACTOR to the MCTD as a result of CONTRACTOR's phase out and a subsequent CONTRACTOR's phase in of contract operations. The MCTD shall require its subsequent provider to indemnify CONTRACTOR for liability that directly results from CONTRACTOR's phase-in, phase-out operations during such agreed period, provided that such indemnification shall not extend to liability that arises out of negligent or willful acts or omissions of CONTRACTOR. The MCTD shall also require the subsequent provider to name CONTRACTOR as an additional insured (without exclusions) for purposes of general liability coverage in the performance of phase-in, phase-out operations.

SEC. 508 EMERGENCIES

- A. **Emergency Preparedness Plan.** CONTRACTOR shall develop, implement, and maintain an Emergency Preparedness Plan and submit to the MCTD on an annual basis. At a minimum, the Plan shall address:
- a. The ability to prioritize service requests to manage resources during an emergency.
 - b. Intra-agency and interagency communication systems. Radio communications during emergencies. CONTRACTOR shall use landlines or mobile phones as a primary method of communication with MCTD and the Marin County Emergency Operation Center, as needed. MCTD has determined that MERA and other radios will be used as a backup method of communication. CONTRACTOR shall coordinate with MCTD to predetermine which backup method will be used in case landlines and mobile phones are not available.
 - c. Backup capabilities for communications, dispatch, and power supply, and access to fuel resources.
 - d. A plan to support staffing demands for expanded operations and identification of essential personnel.
 - e. An inventory of vehicles, total seating capacity, maximum number of securement positions, and personnel available to direct, support, and deliver service and identifies staff that can perform more than one role.
 - f. A process to determine staff that will actually report to work during a disaster.
 - g. Anticipating hours of service rules that apply to drivers holding a commercial driver's license.
 - h. Procedures for complete documentation of services provided.
 - i. After action evaluation of CONTRACTOR emergency response and application of lessons learned.

SEC. 509 DISPUTES

- A. **Applicability.** Any dispute between CONTRACTOR and the MCTD relating to the implementation or administration of this Contract shall be resolved in accordance with this Section.
- B. **Informal Resolution.** The Parties shall first attempt to resolve the dispute informally in meetings or communications between CONTRACTOR and the MCTD Project Manager. If the dispute remains unresolved fifteen (15) Days after it first arises, CONTRACTOR may request the MCTD Assistant General Manager to issue a recommended decision on the matter in dispute. The MCTD Assistant General Manager shall issue the recommended decision in writing within thirty (30) Days and provide a copy to CONTRACTOR.
- C. **Interim Review.** If CONTRACTOR contests the recommended decision of the MCTD Assistant General Manager, CONTRACTOR shall provide its reasons for contesting the decision and the decision shall be reviewed by the Deputy General Manager, who may modify or confirm the decision. The MCTD General Manager may, upon request of CONTRACTOR, review the action of the Deputy General Manager and may modify or confirm the Deputy General Manager's recommended decision.
- D. **Review by MCTD Governing Body.** The recommended decision of the MCTD shall become final unless, within fifteen (15) Days of receipt of such recommended decision, CONTRACTOR submits a written request for review of the decision to the MCTD Governing Body. In connection with any such review, CONTRACTOR and the MCTD General Manager shall be afforded an opportunity to be heard and to offer evidence on the issues presented. If the dispute remains unresolved after review and CONTRACTOR objects to the decision issued by the MCTD Governing Body, CONTRACTOR may seek judicial resolution of the dispute in the Eighth Judicial District Court of California. Prior to seeking judicial resolution in the Eighth Judicial District Court, the parties may mutually agree to mediate the dispute.
- E. **CONTRACTOR Responsibility.** Pending final resolution of a dispute under this Section, CONTRACTOR shall proceed diligently with performance in accordance with this Contract and the MCTD's recommended decision.

SEC. 510 INSPECTION OF WORK

- A. **Right to Inspect.** All work (which term in this Section includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and testing by the MCTD to the extent practicable at all times and places during the term of this Contract. All inspections by the MCTD shall be made in such a manner as to not unduly delay the work. The MCTD shall have the right to enter the premises used by CONTRACTOR for the purpose of inspecting and auditing all data and records which pertain to CONTRACTOR's performance under this Contract, and observing management and operational practices. The MCTD shall also have the right to enter the premises used by CONTRACTOR for the purpose of inspecting vehicles that are used to provide services under this Contract.
- B. **Corrections and Adjustments.** If any work performed is not in conformity with the requirements of the Contract, the MCTD shall have the right to require CONTRACTOR to perform the work again in conformity with such requirements at no cost to the MCTD. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, the MCTD shall have the right to: (1) require CONTRACTOR to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the Contract, and (2) reduce the Contract price to reflect the reduced value of the work performed; or (3) assess appropriate liquidated damages. In the event CONTRACTOR fails promptly to

perform the work again or take necessary steps to ensure future performance of the work in conformity with the requirements of the Contract, the MCTD shall have the right to either by contract or otherwise have the work performed in conformity with the Contract requirements and charge to CONTRACTOR any costs to the MCTD that are directly related to the performance of such work, or terminate the Contract for default as provided in Section 410.

SEC. 511 SUBCONTRACTING OF CONTRACT WORK AND TRANSFER OF INTERESTS

- A. **Requirement for MCTD Approval.** CONTRACTOR may not enter into any subcontract without the prior written approval of the MCTD, which will not be unreasonably withheld. In any case in which CONTRACTOR desires to subcontract, it shall provide the MCTD with all proposed subcontracting agreements and documents (including scope of work and terms of compensation). If permitted to subcontract, CONTRACTOR shall be fully responsible for all work performed by its subcontractors. Any approval of a subcontract shall not be construed as making the MCTD a party to such subcontract, giving the subcontractor privity of contract with the MCTD, or subjecting the MCTD to liability of any kind to any subcontractor. Further, the entering into of a subcontract shall not, under any circumstances, relieve CONTRACTOR of its liability and obligations under this Contract and all transactions with the MCTD must be through CONTRACTOR.
- B. **Effect of Subcontracting.** CONTRACTOR may not, by subcontract, modify its obligation to perform in full accordance with its Proposal, change its Key Personnel, alter any of its required programs, or otherwise modify the basis upon which CONTRACTOR was selected and the Contract award made. Any action of CONTRACTOR in violation of the preceding sentence shall constitute a breach of the Contract and an act of default.
- C. **Required Subcontract Terms.** CONTRACTOR shall include in each subcontract (at all tiers) appropriate terms and conditions to ensure that the subcontractor shall have the same duties and obligations to CONTRACTOR for its work that CONTRACTOR has to the MCTD for such work under this Contract, that the subcontractors shall perform all of its work in full compliance with the requirements and standards of this Contract, and that the subcontractor shall comply with the other applicable provisions of this Contract, including the Federal laws and regulations identified in Attachment K.
- D. **Assignment.** There shall be no assignment/transfer of interests or delegation of CONTRACTOR's rights, duties, or responsibilities under this Contract, except at the direction or with the prior written approval of the MCTD.

SEC. 512 INDEPENDENT CONTRACTOR

Under the terms of the Contract, CONTRACTOR is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than MCTD employees, assisting in the performance of its services. CONTRACTOR agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, workers' compensation, and all other requirements relating to such matters. CONTRACTOR agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the term of the Contract.

SEC. 513 LICENSING, PERMITS, AND TAXES

CONTRACTOR shall be appropriately licensed for the work required pursuant to this Contract. The cost

for any required licenses or permits shall be the responsibility of CONTRACTOR. CONTRACTOR shall be liable for any and all taxes due as a result of the Contract.

SEC. 514 LACK OF FUNDS

- A. **Funding Requirement.** Entering into the Contract is subject to receipt by the MCTD of local and Federal funds adequate to carry out the provisions in full.
- B. **Cancellation or Reductions.** The MCTD may cancel or reduce the amount of service to be rendered if the MCTD determines that such action is in the MCTD's best interests, or there will be a lack of funding available for the service. In such event, the MCTD will notify CONTRACTOR in writing thirty (30) calendar days in advance of the date such cancellation or reduction is to be effective. A cancellation of the Contract for Lack of Funds will be processed in accordance with the Termination for Convenience provisions of Section 408. If a reduction in Contract services for Lack of Funds results in a decrease in Revenue Hours in a Contract Year in excess of the applicable percentage set forth in Section 305F(a)(i), the service change shall be processed in accordance with subsection F of Section 305, Allowable Service Changes.

SEC. 515 CONFLICT OF INTEREST

- A. **General Rule for MCTD Employees.** No employee, officer, agent, immediate family member or Board member of the MCTD shall participate in the selection, award, or administration of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:
 - a. The employee, officer, agent or Board member,
 - b. Any member of the employee's immediate family;
 - c. The employee's business partner; or
 - d. An organization that employs, or is about to employ, any of the above.
- B. **Gratuities.** The MCTD's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or other parties to subagreements.

SEC. 516 DEBARRED

CONTRACTOR has provided the MCTD with a certification addressing its debarment and suspension status and that of its principals. CONTRACTOR shall promptly inform the MCTD of any change in the suspension or debarment status of CONTRACTOR or its principals during the term of this Contract.

SEC. 517 ANTIDISCRIMINATION AND EEO REQUIREMENTS

- A. **General Requirements.** CONTRACTOR shall not in any way, directly or indirectly, in the performance of this Contract, discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.
- B. **Compliance with EEO Requirements.**

- a. **CONTRACTOR Duty.** CONTRACTOR shall comply with all EEO Program requirements in FTA Circular 4704.1, Equal Employment Opportunity Program Guidelines, or any updated version thereof.
- b. **Cooperation in Audits.** CONTRACTOR shall cooperate in any audits performed by FTA and shall cooperate with and assist the MCTD in the monitoring and auditing program requirements including permitting the MCTD to perform onsite inspections for the program administration/management guidelines, and procedures. This requirement shall include providing the MCTD with copies of records related to CONTRACTOR's EEO efforts prior to each site visit.
- c. **EEO Plan.** CONTRACTOR shall, no later than thirty (30) days after the end of each calendar year, prepare and submit to the MCTD, an EEO Plan (if applicable) or confirm in writing that the copy on file with the MCTD is the most active plan. The plan shall be consistent with established Federal guidelines.
- d. **Program Amendments.** CONTRACTOR shall comply with all program amendments as required by the FTA and/or the MCTD and all applicable Federal and State mandates.

SEC. 518 COMPLIANCE WITH LAWS AND REGULATIONS

CONTRACTOR shall give all notices and comply with all Federal, State, and local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of this Contract and the Federal laws, regulations and requirements specified in Attachment J to this Contract. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, CONTRACTOR shall furnish to the MCTD General Manager certificates of compliance with all such laws, orders, and regulations.

SEC. 519 WAIVER OF TERMS OR CONDITIONS

The failure of the MCTD or CONTRACTOR to enforce one or more of the terms or conditions of this Contract or to exercise any of its rights or privileges, or the waiver by the MCTD of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

SEC. 520 INTERPRETATION, JURISDICTION, AND VENUE

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of California. CONTRACTOR hereby consents and submits to the jurisdiction of the appropriate courts of California or of the United States having jurisdiction in California for adjudication of any suit or cause of action arising under or in connection with the Contract documents, or the performance of such Contract, and agrees that any such suit or cause of action may be brought in any such court.

SEC. 521 CONSTRUCTION

For the purposes of this Contract the use of the words "include" or "including" followed by a list is not intended to indicate that the list is an all-inclusive list.

SEC. 522 OFFICIAL RECEIPT

Communications shall be considered received at the time actually received by the addressees or designated agents. Communications to the MCTD should be addressed to the MCTD Project Manager and to the Contracting Officer, as follows:

Marin Transit
 711 Grand Ave.
 Suite 101
 San Rafael, California 94901

Communications to CONTRACTOR shall be addressed as follows:

MV Transportation, Inc.
 479 Mason Street
 Suite 221
 Vacaville, California 95688

SEC. 523 RESTRICTIONS ON ASSIGNMENT

This Contract or any portion hereof shall not be assigned, nor shall the interests, rights, duties or responsibilities of CONTRACTOR be transferred or delegated, unless the MCTD in its sole discretion grants prior written approval thereto. This provision extends to any purchase, merger, or consolidation (in whole or in part), and to any change in control, which would cause CONTRACTOR's responsibilities under this Contract to be transferred to or assumed by a new, different, or restructured entity. This provision is separate and apart from the provisions concerning subcontracting set forth in Section 511.

SEC. 524 SEVERABILITY

In the event any provision of this Contract is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

SEC. 525 ENTIRE AGREEMENT; AMENDMENT REQUIRED

This Contract constitutes the entire agreement between CONTRACTOR and the MCTD, and supersedes all prior negotiations, agreements, and understandings with respect thereto. No change, modification, or amendment to the obligations or responsibilities of the parties under the terms of this Contract shall be effective unless it is made by written Amendment, considered and approved by the MCTD Governing Body, and duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth below their endorsements.

MARIN COUNTY TRANSIT DISTRICT

MV Transportation, Inc.

By: _____

By: _____

Board President

Title: _____

ATTACHMENT A COMPENSATION

Cost per Revenue Hour - Package 2 Service	Base Years			Option Years	
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Hourly Rate	\$ 56.59	\$ 57.00	\$ 59.16	\$ 60.26	\$ 62.20
Fixed Monthly Fee	\$ 112,143	\$ 115,617	\$ 120,302	\$ 123,377	\$ 126,570

Alternate Compensation Tables for revenue hour increases or decreases of more than 10%

	A	B	C	D	E
	20%-30% decrease over Base Year	10%-20% decrease over Base Year	Base Year FY 18/19	10%-20% increase over Base Year	20%-30% increase over Base Year
ANNUAL REVENUE HOURS	<24,000	<27,000	27,000-33,000	>33,000	>36,000
COST PER REVENUE HOUR	\$57.40	\$56.95	\$56.59	\$56.30	\$56.05
MONTHLY FIXED FEE	\$109,302	\$110,722	\$112,143	\$113,564	\$114,986

	80% of Base Year	90% of Base Year	Base Year FY 19/20	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	<24,000	<27,000	27,000-33,000	>33,000	>36,000
COST PER REVENUE HOUR	\$57.71	\$57.31	\$57.00	\$56.74	\$56.52
MONTHLY FIXED FEE	\$112,745	\$114,180	\$115,617	\$117,054	\$118,492

	80% of Base Year	90% of Base Year	Base Year FY 20/21	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	<24,000	<27,000	27,000-33,000	>33,000	>36,000
COST PER REVENUE HOUR	\$59.89	\$59.48	\$59.16	\$58.89	\$58.67
MONTHLY FIXED FEE	\$117,369	\$118,835	\$120,302	\$121,769	\$123,237

	80% of Base Year	90% of Base Year	Base Year FY 21/22	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	<24,000	<27,000	27,000-33,000	>33,000	>36,000
COST PER REVENUE HOUR	\$60.87	\$60.53	\$60.26	\$60.04	\$59.85
MONTHLY FIXED FEE	\$120,397	\$121,887	\$123,377	\$124,867	\$126,358

	80% of Base Year	90% of Base Year	Base Year FY 22/23	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	<24,000	<27,000	27,000-33,000	>33,000	>36,000
COST PER REVENUE HOUR	\$62.78	\$62.46	\$62.20	\$61.99	\$61.82
MONTHLY FIXED FEE	\$123,535	\$125,052	\$126,570	\$128,088	\$129,607

ATTACHMENT B MCTD PROVIDED EQUIPMENT
Package 2 Contract - Onboard Equipment Inventory

Vehicle #	Mobile Data Terminal		Annunciation System		Automatic Passenger Counter		Headsigns			Cameras		Fare Collection Devices
	Manufacturer	Model	Manufacturer	Type	Manufacturer	Type	Manufacturer	Program Device	Signs	Manufacturer	Devices	
301	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Hanover	KeyLo	Front/Side/Rear	Seon	5-camera system+1TX8 DVR	Cubic+36" Odyssey Farebox
618	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+30" Odyssey Farebox
619	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+30" Odyssey Farebox
620	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+30" Odyssey Farebox
1136	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+30" Odyssey Farebox
1560	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Hanover	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odyssey Farebox
1561	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Hanover	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odyssey Farebox
1760	Syncromatics	MDT-1000	Syncromatics	AVAS	Syncromatics	1-door system	Hanover	KeyLo	Front/Side/Rear	Seon	5-camera system+1TX8 DVR	Cubic+36" Odyssey Farebox
1761	Syncromatics	MDT-1000	Syncromatics	AVAS	Syncromatics	1-door system	Hanover	KeyLo	Front/Side/Rear	Seon	5-camera system+1TX8 DVR	Cubic+36" Odyssey Farebox
3060	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odyssey Farebox
3061	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odyssey Farebox
3062	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	PC Card	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odyssey Farebox
3063	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	PC Card	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odyssey Farebox
3064	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	PC Card	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odyssey Farebox
3065	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odyssey Farebox
3066	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odyssey Farebox

Vehicle #	Mobile Data Terminal		Annunciation System		Automatic Passenger Counter		Headsigns			Cameras	Fare Collection Devices	
	Manufacturer	Model	Manufacturer	Type	Manufacturer	Type	Manufacturer	Program Device	Signs	Manufacturer	Devices	
3067	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odyssey Farebox
3068	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odyssey Farebox
3069	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odyssey Farebox

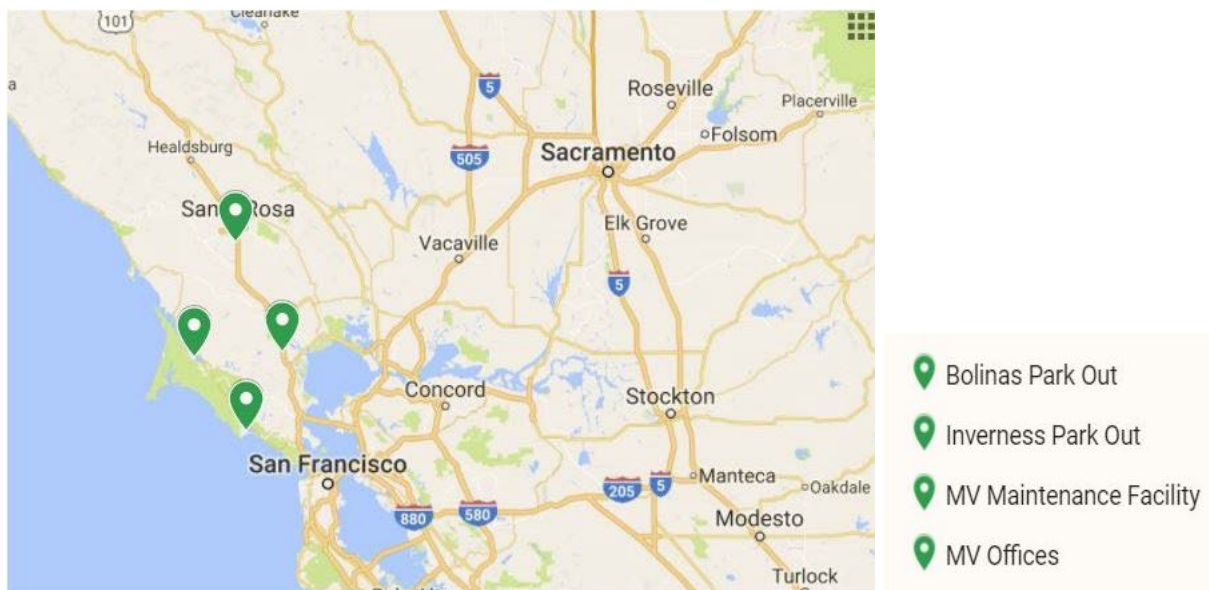
ATTACHMENT C FACILITIES

Operations and Administration

MV will operate service from its existing location at 600 Rush Landing Road in Novato, California

This location is an average of fifteen (15) miles distance between the facility and the start of the farthest route within the service area. The facility is within 3 miles of a fueling station.

The map below shows the location of MV's operations facility (1), vehicle park out locations (2 and 3), and maintenance facility (4). There are two park-out locations to serve the outlying rural routes beginning in Bolinas and Inverness.



MV's facility is equipped to handle the technological requirements of the contract. A local area network is in place, with Wi-Fi equipment to accommodate Clipper, GFI, and TransTrack data transfers. This location has the necessary bandwidth and speed to communicate with all of Marin Transit's systems. MV will use Office 365, with cloud storage at the facility.

MV will begin the process of implementing a new phone system at the onset of the Package 2 contract award. The new VOIP system will replace desk handsets, will include web-based voicemail that is centralized and hosted in the cloud, will handle all call processing, reporting, and monitoring, will have call statistics reporting including call volume and duration, and will be centralized in multiple datacenters allowing for seamless failover capability. MV's virtual help desk team will provide 24- hour emergency support and added 3rd party monitoring.

Also at the onset of Package 2 contract award, will be enhanced support for the internet service, consisting of an automatic backup data connection for the internet to automatically fall over to a 4G

connection, enhanced security features to filter out viruses, malware, and malicious attacks, a new more secure switch, and wireless access point, and uninterruptable power supply. Internet service and equipment will be monitored by 3rd party vendors.

MV will install, at the onset of Package 2 contract award, a climate-controlled network cabinet to house all IT equipment including the new network switch, patch panel, uninterruptable power supply (UPS), new router and new cables with air circulation fans and temperature and humidity sensor.

Maintenance

Vehicle maintenance will be performed at MV's facility at 7515 Redwood Blvd., in Novato, California. This facility includes office space and 3,200 SF of warehouse space for maintenance activities, including two (2) bays, a parts storage area, and a cleaning and servicing area.

ATTACHMENT D VEHICLES

Package 2 Contract - Vehicle Inventory

Vehicle #	VIN	License	Subfleet	Length	Fuel Type	Mileage (FY17)	Acquisition Date	In-Service Date	Replacement Year
301	1N9HBAC60FC084220	1473764	2015 El Dorado XHF	30 ft	Diesel Fuel (DF)	56,790	12/29/2015	1/8/2016	2027
618	1FDAF5GY1BED06704	1379653	2012 National Aero 550 Aero Elite	28 ft	Gasoline (GA)	264,763	1/6/2012	1/31/2012	2019
619	1FDAF5GY2BEC98984	1379652	2012 National Aero 550 Aero Elite	28 ft	Gasoline (GA)	233,088	1/6/2012	1/31/2012	2019
620	1FDAF5GY4BEC64917	1379651	2012 National Aero 550 Aero Elite	28 ft	Gasoline (GA)	254,477	1/6/2012	1/31/2012	2019
1136	1FDAF5GY3CEA34206	1379650	2012 National 550 320 Aero Elite Bus	32 ft	Gasoline (GA)	251,764	1/6/2012	1/31/2012	2019
1560	1FDAF5GY4FED20196	1473533	2015 El Dorado Aeroelite 270 E550	28 ft	Gasoline (GA)	110,627	9/14/2015	9/19/2015	2022
1561	1FDAF5GY6FED46248	1473535	2015 El Dorado Aeroelite 270 E550	28 ft	Gasoline (GA)	107,250	9/14/2015	9/19/2015	2022
1760	1N9HBAC65HC084098	1515377	2017 El Dorado XHF	30 ft	Diesel Fuel (DF)	7,293	3/13/2017	3/22/2017	2029
1761	1N9HBAC67HC084099	1515378	2017 El Dorado XHF	30 ft	Diesel Fuel (DF)	10,520	3/13/2017	3/21/2017	2029
3060	1N9HEACL48C084169	1338111	2008 El Dorado XHF	35 ft	Diesel Fuel (DF)	94,590	4/30/2010	9/21/2016	2020
3061	1N9HEACL08C084170	1338112	2008 El Dorado XHF	35 ft	Diesel Fuel (DF)	79,947	4/30/2010	9/21/2016	2020
3062	1N9HEACL2BC084226	1376610	2011 El Dorado XHF	35 ft	Diesel Fuel (DF)	118,603	9/9/2011	5/5/2012	2023
3063	1N9HEACL4BC084227	1376611	2011 El Dorado XHF	35 ft	Diesel Fuel (DF)	108,967	9/9/2011	5/5/2012	2023
3064	1N9HEACL6BC084228	1376612	2011 El Dorado XHF	35 ft	Diesel Fuel (DF)	105,460	9/9/2011	5/5/2012	2023
3065	1N9HEACL2DC084066	1396711	2012 El Dorado XHF	35 ft	Diesel Fuel (DF)	110,901	12/27/2012	5/4/2013	2024
3066	1N9HEACL4DC084067	1396716	2012 El Dorado XHF	35 ft	Diesel Fuel (DF)	126,134	12/27/2012	5/4/2013	2024
3067	1N9HEACL6DC084068	1396712	2012 El Dorado XHF	35 ft	Diesel Fuel (DF)	109,726	12/27/2012	5/4/2013	2024

Vehicle #	VIN	License	Subfleet	Length	Fuel Type	Mileage (FY17)	Acquisition Date	In-Service Date	Replacement Year
3068	1N9HEACL8DC084069	1396713	2012 El Dorado XHF	35 ft	Diesel Fuel (DF)	93,574	12/27/2012	5/4/2013	2024
3069	1N9HEACL4DC084070	1396714	2012 El Dorado XHF	35 ft	Diesel Fuel (DF)	109,597	12/27/2012	5/4/2013	2024

ATTACHMENT E TRANSITION AND START-UP PLAN

Pursuant to Section 104 B. of this Contract, the CONTRACTOR will provide this plan within 45 days of Contract approval.

ATTACHMENT F STAFFING AND PERSONNEL PLAN

Package 2 – Key Personnel

Staff Member	Title	% Dedicated to Package 2
Peter Edwards	General Manager	75%
Christy Bailey	Operation Manager	100%
Gregory Jones	School Coordinator/Muir Woods Supervisor	100%
Mohamed Hag Ali	Safety and Training Manager	50%
Stan Washington	Supervisor/Muir Woods	100%
Nga Prachittham	Maintenance Manager	75%

Package 2 – All Personnel

Vehicle Operators	25 Full Time
General Manager	1 Full Time
Operations Manager	1 Full Time
Accounting Manager	1 Full Time
Road Supervisor	3 Full Time
Dispatcher	1 Part Time
School Coordinator/Muir Woods	1 Full Time
Muir Woods Host	1 Full Time
Safety and Training Manager	1 Full Time
Classroom Trainer	1 Full Time
Maintenance Manager	1 Full Time
A-Level Mechanic	1 Full Time
B-Level Mechanic	2 Full Time

Vehicle Service Worker	1 Part Time
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ATTACHMENT G EMPLOYEE TRAINING PROGRAM

Pursuant to Section 104 B. of this Contract, the CONTRACTOR will provide this plan within 45 days of Contract approval.

ATTACHMENT H VEHICLE MAINTENANCE PROGRAM

Pursuant to Section 104 B. of this Contract, the CONTRACTOR will provide this plan within 45 days of Contract approval.

ATTACHMENT I SAFETY, SECURITY, AND EMERGENCY MANAGEMENT PLAN

Pursuant to Section 104 B. of this Contract, the CONTRACTOR will provide this plan within 90 days of Contract approval.

ATTACHMENT J FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES SECTION 1. TERMS AND CONDITIONS

1. To the extent required by law, Vendor shall be licensed by the State of California to furnish and deliver all goods and services provided for herein.
2. The purchase order number and "Invoice To:" name on the face of this form must appear on all invoices, shipping papers, packages and correspondence.
3. No charge for packing or drayage will be allowed unless specified in order.
4. The Marin County Transit District will not be responsible for goods delivered or services rendered without an order on this form. When this order covers a continuing service rendered over a stated period of time, a new order must be obtained upon expiration of the time period to authorize continuance of the service.
5. Taxes
 - a. Marin County Transit District is exempt from payment of Federal Excise Tax. No Federal Tax should be included in price. Exemption certificates will be furnished when applicable.
 - b. Where applicable, Vendor shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, city, state or federal law and shall include such expenses in the total contract price.
6. Any delivered commodity not meeting required specifications will be returned at Vendor's expense. Cost of inspection of deliveries or offers for delivery, which do not meet specifications, will be a chargeable expense to the Vendor.
7. Vendor agrees to indemnify, defend, and hold Marin County Transit District harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Agreement, and from any and all claims and losses to anyone who may be injured or damaged by reason of Vendor's willful misconduct or negligent performance of this Agreement.
8. Vendor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability.
9. Vendor shall comply with any and all federal, state and local laws (including, but not limited to, Marin County Code Chapters 23.13 – Nuclear Free Zone and 2.50 – Living Wage) affecting the goods or services covered by this Agreement.
10. Vendor shall comply with all applicable Federal Contract Clauses as outlined in Section 2, below.
11. Vendor has read and understands the foregoing, and agrees to be bound by all of the included terms and conditions.
12. This Agreement may be amended or modified only by written Agreement of the parties.
13. This Agreement shall be construed in accordance with the laws of the State of California, and the parties hereto agree that the venue shall be in Marin County, California.

SECTION 2. FEDERAL CONTRACT CLAUSES

1. Access to Records and Reports

The following access to records requirements apply to this Contract:

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2. Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that Marin Transit and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

3. Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

4. Civil Rights Laws and Regulations

Marin Transit is an Equal Opportunity Employer. As such, Marin Transit agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Marin Transit agrees to

comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Disadvantaged Business Enterprise (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). The contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent. Unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of Marin Transit and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of Marin Transit to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Marin Transit shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, Marin Transit may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with Marin Transit.

Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these

requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Marin Transit deems appropriate.

DBE Participation. For the purpose of this Contract, Marin Transit will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by Marin Transit.

DBE Participation Goal. The DBE participation goal for this Contract is set at 6%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 6% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission. Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by Marin Transit.
3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts. If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), Marin Transit will consider the Bidder/Offeror's documented good faith

efforts to meet the goal in determining responsiveness. The types of actions that Marin Transit will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with Marin Transit's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, Marin Transit generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration. Within five (5) business days of being informed by Marin Transit that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to Marin Transit's Director of Policy and Legislative Programs. The Director of Policy and Legislative Programs will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. Marin Transit will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate

good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor. The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without Marin Transit's prior written consent. Marin Transit may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify Marin Transit in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance. Marin Transit shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to Marin Transit that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to Marin Transit. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

1. Marin Transit to have access to necessary records to examine information as Marin Transit deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
2. The authorized representative(s) of Marin Transit, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

3. All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations. If at any time Marin Transit has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Marin Transit may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
2. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of 6% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of 6%) is committed to a minimum of % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE’s participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description of Work to Be Performed	Race and Gender of Firm

6. Employee Protections

Contract Work Hours and Safety Standards for Awards Not Involving Construction-The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

7. Energy Conservation Requirements

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. Fly America Requirements for Air Transportation

Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that Marin Transit and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

9. Government-Wide Debarment and Suspension

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Marin Transit. If it is later determined by Marin Transit that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Marin Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Lobbying Restrictions.

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

11. No Government Obligation to Third Parties

The Marin Transit and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Marin Transit, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FT It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13. Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

14. Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

15. Safe Operation of Motor Vehicles

Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Marin Transit.

Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while

using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

16. School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(f);
- b. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- c. Any other Federal School Bus regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may:
 1. Bar the Contractor from receiving Federal assistance for public transportation; or
 2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

17. Substance Abuse Requirements

Substance Abuse Testing. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [name of State], or Marin Transit, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to General Manager, Marin Transit, 711 Grand Avenue, Ste. 101, San Rafael, CA 94901. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

18. Termination

Termination for Convenience (General Provision). Marin Transit may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall

promptly submit its termination claim to Marin Transit to be paid the Contractor. If the Contractor has any property in its possession belonging to Marin Transit, the Contractor will account for the same, and dispose of it in the manner Marin Transit directs.

Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Marin Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Marin Transit that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Marin Transit, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision). Marin Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Marin Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within thirty (30) days after receipt by Contractor of written notice from Marin Transit setting forth the nature of said breach or default, Marin Transit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Marin Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach. In the event that Marin Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Marin Transit shall not limit Marin Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience (Professional or Transit Service Contracts). Marin Transit, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Marin Transit shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Convenience of Default (Cost-Type Contracts). Marin Transit may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of Marin Transit or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Marin Transit, or property supplied to the Contractor by Marin Transit. If the termination is for default, Marin

Transit may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Marin Transit and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Marin Transit, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Marin Transit determines that the Contractor has an excusable reason for not performing, Marin Transit, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

19. Violation and Breach of Contract

Rights and Remedies of Marin Transit. Marin Transit shall have the following rights in the event that Marin Transit deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, Marin Transit shall define breach in the Contract terms.

Rights and Remedies of Contractor. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Marin Transit, the Contractor expressly agrees that no default, act or omission of Marin Transit shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Marin Transit directs Contractor to do so) or to suspend or abandon performance.

Remedies. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Marin Transit will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Marin Transit takes action contemplated herein, Marin Transit will provide the Contractor with sixty (60) days written notice that Marin Transit considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes. Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Marin Transit's General Manager. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The

decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: Marin Transit and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Marin Transit and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Marin Transit's direction or decisions made thereof.

Performance during Dispute. Unless otherwise directed by Marin Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Marin Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Marin Transit is located.

Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Marin Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ATTACHMENT K DRUG AND ALCOHOL POLICY PROGRAM

Pursuant to Section 104 B. of this contract, the contractor will provide this plan within 90 days of Contract approval.

Marin Transit Drug & Alcohol Testing Program Contacts

Any questions regarding Marin Transit's Drug and Alcohol policy or any other aspect of the substance abuse policy should be directed to the following individual(s)

Marin Transit's Drug and Alcohol Program Manager

Name: Amy Van Doren
Title: Director of Policy & Legislative Programs
Address: 711 Grand Avenue, Suite 110
San Rafael, CA 94901

Telephone Number: 415-226-0859

Marin Transit's purchased transportation service contractors will fill out and maintain this staffing plan as a component of Marin Transit's requirements for their Drug and Alcohol Test Programs.

Purchased Transportation Contractor Contacts (required)**Drug and Alcohol Program Manager**

Name:
Title:
Address:
Telephone Number:

Medical Review Officer

Name:
Title:
Address:
Telephone Number:

Substance Abuse Professional

Name:
Title:
Address:
Telephone Number:

HHS Certified Laboratory Primary Specimen

Name:
Address:
Telephone Number:

HHS Certified Laboratory Split Specimen

Name:
Address:
Telephone Number:

ATTACHMENT L SAFETY PROGRAM

Pursuant to Section 104 B. of this contract, the contractor will provide this plan within 45 days of Contract approval.

ATTACHMENT M EMERGENCY PREPAREDNESS PLAN

Pursuant to Section 104 B. of this contract, the contractor will provide this plan within 90 days of Contract approval.



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

April 2, 2018

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Agreement with Michael's Transportation Service, Inc. to provide Pupil Transportation Services

board of directors

Dear Board Members:

stephanie moulton-peters
president
city of mill valley

RECOMMENDATION: Authorize General Manager to execute a pupil transportation services agreement (#171863) with Michael's Transportation Service, Inc and approve the Transportation Safety Plan included in Attachment G of the contract.

damon connolly
vice president
supervisor district 1

SUMMARY: On April 13, 2015, Marin Transit's Board of Directors authorized the execution of a student transportation services agreement with Michael's Transportation Service, Inc. The contract began on July 1, 2015 and continued until June 30, 2016. Marin Transit then exercised the additional two option years to continue the contract through June 2018.

dennis rodoni
2nd vice president
supervisor district 4

judy arnold
director
supervisor district 5

Marin Transit issued a new Request for Proposal (RFP) to continue to provide yellow bus service after the end of the 2017/18 academic year in the Ross Valley area to White Hill Middle School (WHMS), Hidden Valley Elementary School (HVES), and Ross Valley Charter (RVC). The Request for Proposal was released on January 16, 2018 as a joint procurement with Mill Valley School District (MVSD). The RFP requested proposers to submit responses for two separate contracts as service to schools in Mill Valley will be provided under a separate contract with MVSD.

kate colin
director
city of san rafael

kathrin sears
director
supervisor district 3

The Ross Valley service will be contracted by Marin Transit and will maintain the current level of service provided by six buses to maintain the same number of routes (ten morning and nine afternoon) serving WHMS, HVES, and RVC. The duration of Marin Transit's contract will be three years with two option years. Marin Transit will continue to manage pass sales.

katie rice
director
supervisor district 2

Responses were due on February 12, 2018 at 3:00pm. Only one company, Michael's Transportation, responded to the RFP. Their

proposal maintains the per day per bus pricing for 2018/19 at the same rate as 2017/18.

Daily Rates	All Day Rate
With Contractor Provided Parking	\$598
With Marin Transit Provided Parking	\$578

For the remainder of the contract, the rates will be adjusted annually for the Consumer Price Index (CPI).

Staff determined that the Michael's Transportation proposal was responsive and the rates were below the staff prepared independent cost estimates. Additionally, Michael's Transportation has provided reliable yellow bus service in the Ross Valley on Marin Transit's behalf throughout the duration of the original contract. Staff recommends that your Board authorize the General Manager to execute the contract with Michael's Transportation.

ADDITIONAL INFORMATION:

Marin Transit has secured parking for one more year at 1600 Los Gamos, San Rafael, a County of Marin owned property. Therefore, in 2018/19 Marin Transit will pay the daily rate of \$578.00/bus/day for the Michael's Transportation service since parking within the County will be provided to the contractor. To maintain low pricing in the future, Marin Transit staff continues to seek a long-term arrangement for yellow bus parking within Marin County. Local bus parking not only keeps contracted costs low, it enhances service reliability. When contractors, such as Michael's Transportation, provide parking outside the County there is greater likelihood of service disruption or delay.

The contract with Michael's Transportation includes a Transportation Safety Plan as Exhibit G. The California Department of Education (CA DOE) requires entities that provide home to school transportation adopt this document and make it publicly available to parents of bus riding students. The Transportation Safety Plan incorporates all of the required elements as specified by Education Code Section 39831.3.

FISCAL/STAFFING IMPACT:

The base contract maintains the current service: six all day buses will maintain the same number of routes (ten morning and nine afternoon) serving the same three schools. For FY 2018/19, the base contract rate per day will be \$578/bus for a total estimated annual cost of \$624,240 (Table 1). The contract rate will increase each year consistent with the Consumer Price Index (CPI). Annual contract costs are calculated based on an estimated three percent CPI. With this assumption, if parking is not needed under the contract (i.e. Marin Transit is able to provide a parking location), the total cost of the contract is estimated to be \$1,929,463. If Michael's Transportation is required to provide parking in FY2019/20 and FY2020/21, the estimated three-year contract cost increases to \$1,974,627.

Table 1 shows the estimated contract costs by fiscal year for the three-year base contract term and the option year pricing. The contract provides for additional buses to be added by increasing the contract rate per bus by one percent for every four buses added.

The yellow bus service budget is authorized by your Board in the annual budget and subject to your approval. The contract costs are within the District's 10-year financial plan projections. The final program budget will be included in Marin Transit's FY2018/19 annual budget for approval at your June 2018 Board meeting.

Table 1: Estimated Contract Costs

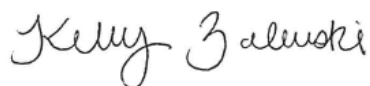
	# of Buses	Rate Per Day	Estimated School days	Annual Cost	Additional Cost for Contractor Provided Parking	Annual Cost with Contractor Provided Parking
FY2018/19	6	\$578	180	\$624,240	NA	\$624,240
FY2019/20	6	\$595	180	\$642,967	\$22,248	\$665,215
FY2020/21	6	\$613	180	\$662,256	\$22,915	\$685,172
				\$1,929,463		\$1,974,627
Option Years						
FY2021/22	6	\$632	180	\$682,124	\$23,603	\$ 705,727
FY2022/23	6	\$651	180	\$702,588	\$24,311	\$ 726,899

The total expenses for the Ross Valley yellow bus service include parking, vehicle GPS location (AVL) expenses, marketing, fare processing charges, and staff for service planning, monitoring, and coordination. Combined, the draft budget is estimated at \$730,000 for FY2018/19.

Bus pass revenues pay for just over 50% of costs. The County of Marin has historically contributed \$125,000. The towns of Fairfax and San Anselmo have also each contributed \$10,000 annually. Marin Transit makes annual requests for these contributions to keep the bus pass prices stable. The pass price increases incrementally each year. Bus passes discounted 50% are available for students who are eligible for the free and reduced lunch program.

Marin Transit allocates Measure A Sales tax funds to provide the remaining funds. Staff estimates this will be \$183,300 for FY2018/19. This is based on draft budget numbers and assumes continued contributions from the County, Fairfax, and San Anselmo.

Respectfully submitted,



Kelly Zalewski
School Operations Analyst

Attachment

PUPIL TRANSPORTATION SERVICES AGREEMENT

This Agreement ("Agreement") is made _____, 2018, in Marin County, California, between the _____ District (the "District") and _____ ("Contractor"). The District and the Contractor may herein be singularly referred to as "Party" or jointly referred to as "Parties."

WHEREAS, the District desires to engage and the Contractor jointly agrees to provide student bus transportation services ("Services") by entering into this Agreement pursuant to all applicable laws; and

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. GENERAL PROVISIONS

1.1. Communications and Procedures. District and Contractor, through each Party's contact person and in communication and coordination with the other Party, will:

- 1.1.1. Personnel Directory. Establish a directory of each Party's personnel to contact for every type of communication relating to this Contract.
- 1.1.2. Communication Procedures. Establish procedures for all communications regarding the day-to-day implementation of this Contract to be confirmed in writing by the Parties.
- 1.1.3. Fieldwork Problem Procedures. Establish procedures to handle fieldwork to most effectively prevent problems and, if problems arise, to settle them as quickly and as close to the source of the problems as possible.
- 1.1.4. Operational Problem Procedures. Establish procedures to resolve disputes involving bus routes, schedules, public relations, and other operational problems relating to this Contract that may arise during the Contract Term.

2. SCOPE OF WORK.

2.1. Generally.

- 2.1.1. Contractor shall furnish all labor and equipment, including vehicles, personnel, fuel, tools and related equipment, materials and supplies, required to provide District with transportation services for persons designated by District to and from certain public schools operated by District and other public agencies and to and from other points as directed by District, and to maintain and operate all vehicles and equipment safely and in a good and workmanlike manner and in

accordance with this Contract and all applicable laws. Contractor shall provide transportation services with vehicles as required in this Contract and at such times and places as District shall specify.

- 2.1.2. District reserves the right to change school hours; adjust school start and ending times; change any aspect of or delete any established bus routes; add new bus routes; change, increase, or decrease the number and type of vehicles required; change any school site to which transportation services will be provided; and/or change the number of or particular students assigned to a vehicle or bus route.
- 2.1.3. If Contractor does not have the required vehicle(s) and/or trained personnel available or District determines that the needs or preferences of District and/or certain student(s) require transportation services provided by another company or entity, District, at District's discretion, own expense and without any notice, obligation, or liability to Contractor, may retain another company or entity to provide transportation services for District. Such retention and use of another company or entity shall not constitute or be deemed a breach of any provision of this Contract.

2.2. License, Permits, and Certifications. Contractor shall maintain in good standing throughout the term all licenses, permits, and certifications required by all applicable laws to perform services under this Contract, and shall enforce strict discipline and good order among its employees and shall not employ any person who is not qualified and trained to operate the required vehicles and equipment, and to handle students.

2.3. Equipment Requirements and Maintenance.

2.3.1. Estimated Number of Vehicles.

2.3.1.1. District anticipates that District will need transportation services as described in the document entitled Services attached hereto as **Exhibit "A"** and incorporated by reference.

2.3.1.2. The Parties shall communicate and coordinate regarding the particular routes, schedules, types and number of vehicles, and the students who Contractor will transport. Contractor shall maintain a supply of spare vehicles in sufficient quantity and safe condition to maintain uninterrupted services to District under this Contract, which quantity shall at all times throughout the term be equal to at least 10 percent of those vehicles assigned to established bus routes to assure that uninterrupted service can be provided in the event a vehicle suffers mechanical breakdowns or other problems. Stand-by vehicles shall meet the same equipment and capacity requirements as vehicles assigned to an established bus route.

2.3.2. Vehicle Requirements / Conditions of Vehicles. Throughout the term, each vehicle that Contractor uses to provide transportation services under this

Contract shall comply with the following minimum standards:

2.3.2.1. **80-90 seat buses shall be 10 years old or newer as indicated by the year of manufacture.**

2.3.2.2. **60-70 seat buses shall be 10 years old or newer as indicated by the year of manufacture.**

2.3.2.3. **Contractor will comply with all California requirements regarding the installation and use of seatbelts by students on school buses.**

2.3.3. Other Requirements for Vehicles. Contractor shall comply with each of the following requirements for each vehicle that Contractor uses to transport students under this Contract:

2.3.3.1. **Compliance with Applicable Laws.** Furnish certificates of compliance issued by the California Highway Patrol or other entities acceptable to District, certifying that all vehicles used to transport students pursuant to this Contract comply with all applicable laws.

2.3.3.2. **Vehicle Identification Number.** Assign an identification number to each vehicle (to be carried or marked by six-inch numerals painted on the vehicle) and furnish District with the description of each vehicle and number on or before July 15 of each year. Except for identification signs stating the particular bus routes, Contractor shall not use any markings or lettering on any vehicle that identifies such vehicle with or as operated by District.

2.3.3.3. **Maintenance.** Keep and maintain all vehicles in good operating, running and mechanical condition, and in a clean and sanitary condition, adequate for the use and purpose for which the vehicles are intended and in compliance with applicable laws. Contractor shall make any or all vehicles available in Contractor's facilities for inspection by District or District's agents for a minimum of four inspections each calendar year. District may inspect vehicles at any time to determine whether Contractor is maintaining the vehicles in a clean, sanitary, and safe condition. These inspections may be conducted at Contractor's facilities or at a specific school site during a regular run. Date and times of inspections will not be posted in advance.

2.3.3.4. **Communication Devices.** Equip all vehicles used to provide transportation services under this Contract with an immediate means of communication to Contractor's base of operations by a two-way radio network system licensed by the Federal Communications Commission, and/or mobile phone.

2.3.3.5. **Additional Equipment.** Equip all vehicles with, at a minimum, all components (1) required by law, (2) described in Exhibit "A" to this

Agreement, or (3) agreed to by the Parties in writing.

2.3.3.6. **GPS Tracking Equipment.** The vendor is required to have all bus drivers carry tablets enabled with GPS tracking technology supplied and monitored by Marin Transit. All drivers, including substitute drivers, should be trained on the proper use of the tablets and how-to login in to the GPS tracking App. If a tablet stops functioning properly the vendor will work with Marin Transit to remedy the problem and bring the tablet back to working order as quickly as possible. Drivers will sign in to their assigned route before leaving the yard/bus parking location every day.

2.3.3.7. **The Paul Lee School Bus Safety Law.** Vehicle Code section 28160 states that on or before January 1, 2018, the Department shall adopt regulations governing the specification, installation, and use of child safety alert systems. On or before the beginning of the 2018-2019 school year, each school bus shall be equipped with an operational child safety alert system. Section 28160(c) defines a child safety alert system as a device located at the interior rear of the vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

Contractor will develop a policy that ensures compliance with all aspects of the Paul Lee School Bus Safety Law including equipment installations and bus driver inspections of the interior of the bus after each trip with students on board.

2.3.3.8. **Other Equipment.** Provide all required, appropriate, or related supplies, equipment, and materials in compliance with laws applicable to vehicles used to transport students in the State of California. Any equipment required by law or by a change in any applicable laws shall be made by Contractor at Contactor's sole expense.

2.3.4. Fuel and Other Purchases. Contractor will purchase, at its sole expense, and provide the fuel Contractor uses in providing transportation services to District under this Contract. Unless approved otherwise by District in writing, Contractor shall use only diesel and, with District's written pre-approval, non-gasoline fuel for any vehicles that will be used to transport students under this Contract. Unless pre-approved by District in writing, District is not obligated to and shall not pay or reimburse Contractor for any materials, supplies or other items relating to services provided by Contractor under this Contract. Contractor shall be solely responsible for the cost of all labor, equipment, materials, and supplies necessary and proper to provide services to District under this Contract.

2.3.5. Right to Demand Replacement Vehicles. Notwithstanding the foregoing, in the event that a vehicle does not perform to the reasonable satisfaction of the

District, the District shall have the right to request that vehicle be retired from service under this Agreement and be replaced with a vehicle satisfactory to the District.

2.4. Contractor Staffing Requirements.

- 2.4.1. Number of Drivers. At all times during the Contract Term, Contractor shall provide adequate number and qualified and trained drivers to cover all Bus Routes and such other transportation services as District may need. This includes substitute drivers knowledgeable of the routes and available to provide service if a regularly scheduled bus driver is not available to drive the route on any given day either due to a planned or unplanned absence.
- 2.4.2. Minimum Qualifications of Drivers.
- 2.4.2.1. Contractor shall employ only qualified drivers trained and licensed in accordance with applicable California and federal laws to operate the vehicles that will be used to provide transportation services under this Contract.
- 2.4.2.2. Contractor shall assign the same driver to the same Bus Route whenever possible.
- 2.4.2.3. Drivers shall be knowledgeable of the contents of this Contract, excluding rate information; any transportation rules provided by District; all applicable laws regarding operation of vehicles and transportation of students; and District policies and regulations.
- 2.4.2.4. Contractor shall instruct drivers regarding the rules and regulations applicable to safe driving on school grounds, and shall insure that such drivers exercise caution at all times.
- 2.4.2.5. All drivers shall be required to submit to controlled substance and alcohol testing as required by and in accordance with regulations of the United States Department of Transportation. Contractor shall adhere to District policy regarding drug and alcohol use. Contractor shall complete the certification attached hereto as **Exhibit "C"** and incorporated by reference.
- 2.4.2.6. Each driver shall have knowledge of the operation of the mobile two-way radio, and/or mobile phones and the federal regulations concerning their use.
- 2.4.2.7. All drivers shall be well groomed and in uniform with the name of Contractor imprinted (patch acceptable) on the front shirt pocket or sleeve area, so as to be easily visible. Contractor shall provide all drivers with an appropriate picture identification name badge with the driver's name and photograph displayed on it, which each driver shall

wear at all times while on duty. Contractor shall require all drivers to have a time piece with them while on duty so that the drivers can maintain established scheduled times.

- 2.4.2.8. All drivers shall be trained and certified in cardiopulmonary resuscitation (CPR).
- 2.4.2.9. Contractor shall provide all drivers with training in car seat installation by a certified instructor. Additionally, when any student is identified as having specialized medical problems or needs, District will notify Contractor that the driver assigned to that student's Bus Route or Special Trip may require additional training to accommodate the student's condition.
- 2.4.2.10. All drivers and relief drivers shall participate in a safety program provided by Contractor. District shall be permitted to participate in scheduled driver safety meetings for the purpose of coordination and articulating District's transportation programs and needs.
- 2.4.2.11. Contractor shall be solely responsible for hiring and discharging Contractor's drivers and other personnel who are employed to carry out this Contract and such personnel shall be and remain the employees of Contractor at all times and shall have no employee status or rights with regard to District. Contractor shall not enter into any agreement or arrangement with any employee, person, group, or organization that will, in any way, interfere with Contractor's ability to perform to the full extent of this Contract. Contractor is solely responsible for the assignment and discipline of Contractor's employees and all other matters incidental to the performance of services under this Contract and the control of Contractor's employees. District shall have the right to require Contractor to remove any driver from operating a vehicle on a Bus Route or Special Trip who, in District's determination, is not qualified to safely operate a vehicle in accordance with District's standards and goals; however, District's delay in or failure to remove a driver shall not constitute evidence of any liability or responsibility on District's part.
- 2.4.3. Manager/Supervisor Staff. Contractor shall provide, at a minimum, the following management and supervisory staff:
- 2.4.3.1. Manager. To deal directly with District on all matters concerning the implementation and operation of this Contract.
- 2.4.3.2. Dispatcher. To be used for dispatching and controlling Bus Routes and schedule implementation as set forth in the Bus Route Schedule or agreed upon otherwise by the Parties (this may be a shared responsibility of the General Manager).

- 2.4.3.3. Driver Trainer and Safety Program Specialist. Shall be certified by the California Department of Education as a School Bus Instructor and shall be qualified to train Contractor's drivers, both in the classroom and behind the wheel, as required by law and practical operating procedures.
- 2.4.3.4. Fleet Maintenance Supervisor. To be responsible directly to the General Manager for the safety and mechanical condition of Contractor's vehicles. Contractor must establish and maintain a complete and effective prevention maintenance program with complete and accurate maintenance and cost records on each vehicle, which records shall be available for District's inspection at all times.
- 2.4.3.5. Contact Person. Whenever a driver is on duty, there must be a Contractor contact available.
- 2.4.4. Standby Personnel. Contractor shall employ additional bus drivers and support staff required to cover absence of drivers and staff throughout the Contract Term. The number of substitute employees shall be at Contractor's discretion to assure that all established Bus Routes are covered at all times by qualified and trained drivers.
- 2.4.5. Fingerprinting and Criminal Background Check Certification.
- 2.4.5.1. Contractor shall require and ensure that each of its employees who will be operating or riding on any vehicle where any students will be present, will have been fingerprinted and criminal background checks completed, and that Contractor has completed, signed, and delivered to District the Fingerprinting Notice and Criminal Background Check Certification attached hereto as **Exhibit "D"** and incorporated by reference. Contractor shall apply for subsequent arrest notifications with the California Department of Justice in order for Contractor to receive subsequent arrest notices for Contractor and Contractor's employees, and shall provide District with proof of Contractor's application for subsequent arrest notifications and with an updated Fingerprinting Notice and Criminal Check Certification if there are any changes to the information Contractor previously provided. Contractor must immediately remove from performance of services under this Contract any of Contractor's employees who are convicted of or against whom a criminal proceeding is pending for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- 2.4.5.2. Contractor shall indemnify, defend, and hold harmless District, the District Board of Education and their officers, employees, consultants, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, resulting from, arising

out of, or caused by Contractor's failure to comply with this Subsection.

- 2.4.5.3. Contractor's obligations and liabilities under this Subsection to District are not limited to or by any insurance that Contractor maintains but apply to the fullest extent permitted by law without regard to whether Contractor's insurance provides coverage for the obligations and liabilities. The indemnity, defense, and hold harmless obligations in this Subsection shall survive the termination of this Contract.
- 2.4.6. Tuberculosis Clearance Certification. Contractor shall complete, sign, and deliver to District the Tuberculosis Clearance Certification or provide District with documentation satisfactory to District that each of Contractor's drivers who will provide services under this Contract has been examined and determined by a licensed physician or surgeon within four years of the Contract Effective Date to not have active tuberculosis. If during the Contract Term, any of Contractor's drivers who are providing services under this Contract are determined to have active tuberculosis, Contractor shall immediately remove such drivers from providing services under this Contract.
- 2.4.7. Workers Compensation Certification. Contractor shall complete, sign, and deliver to District the Workers Compensation Certification attached hereto as **Exhibit "E"** and incorporated by reference.
- 2.4.8. Student Safety and Information. To ensure student safety, all drivers shall personally check safety devices on all students. Contractor shall provide all drivers with training in car seat installation by a certified instructor.
- 2.4.9. District Observation. District reserves the right to observe any attendants or drivers at work to assess the interaction between students, attendants, and drivers. District does not accept any responsibility to supervise attendants or drivers.
- 2.5. Training and Safety Program.** Contractor shall comply with all California laws governing the safe operation of the vehicles required by this Contract and the training of personnel as it relates to the safety of students transported under this Contract. As required by California Education Code Section 39831.5, the Contractor shall provide at least once each school year instructions on, but not limited to, school bus safety, school bus evacuation, and emergency exit drills. These drills shall be held within the first four weeks of each school year. If unexpected problems develop to prohibit such scheduled drills during this time, a make-up drill shall be scheduled as soon thereafter as possible.
- 2.6. Transportation Safety Plan.** Marin Transit in partnership with the school Districts and the Contractor will develop a Transportation Safety Plan as required by AB 1297 which requires all K-8 school districts in California to prepare a "Transportation Safety Plan" containing procedures for school personnel to follow to ensure the safe transport of pupils.

2.7. Student Discipline on Vehicles.

- 2.7.1. Contractor shall maintain proper student supervision and monitoring for the safety of all persons aboard a vehicle. Contractor's driver shall be a reporting agent only and is not to perform acts of discipline upon any students.
- 2.7.2. Drivers shall maintain orderly conduct of students while students are riding on any vehicle operated by Contractor or while being escorted across any street, highway or road by driver.
- 2.7.3. Contractor will furnish Pupil Conduct Report as approved by District.
- 2.7.4. Contractor shall report any student behavior problems that develop on a vehicle through issuance of a District-approved Pupil Conduct Report to District site administrator for disciplinary action, and/or suspension or removal from riding on Contractor-operated vehicles.
- 2.7.5. Contractor's drivers and employees are not authorized to remove students from any vehicles.
- 2.7.6. District is responsible to inform students and parents of California laws regarding bus safety and behavior.

2.8. Routing, Scheduling, and Operation of Vehicles.

2.8.1. General Requirements.

- 2.8.1.1. Most students will be transported on a round-trip basis. The normal exceptions will be: (1) in case of illness in school, and (2) when parents transport their children to or from schools.
- 2.8.1.2. Most students will be picked up at a District authorized bus stop location or their residence. To aid Contractor in maintaining a timely schedule, District expects Contractor to wait for any student who is late to a Bus Stop no more than three minutes beyond the established pick up time. Contractor shall be consistent in the time of pick up at each Bus Stop.

2.8.2. Establishment and Scheduling of Bus Routes.

- 2.8.2.1. **Development of Bus Routes.** Before Contractor commences any transportation services under this Contract, routes for transporting students shall be developed (**individually "Bus Route" and collective "Bus Routes"**) and students shall be assigned to the Bus Routes.
- 2.8.2.2. **Bus Route Schedule.** Prior to July _____ 2018, and at least annually thereafter, and again on August _____ 2018, and at least annually thereafter, the Parties shall meet and confer to develop and agree

upon a **“Bus Route Schedule”** that sets forth, at a minimum, the following information:

- 2.8.2.2.1. A designation of the Bus Route by a number or sequence of numbers and/or letters.
- 2.8.2.2.2. The starting and ending time of each run, and the sum of all times for all runs on the Bus Route rounded to the nearest quarter of an hour (15 minutes) (**“Daily Bus Route Time”**). The sum of all times for all runs on a Bus Route shall be considered consecutive for purposes of computing the Daily Bus Route Time despite the fact that the schedule for the Bus Route may require multiple, separate runs or trips in the morning and mid-day, and one or more runs in the afternoon. The Daily Bus Route Time shall be computed starting at the pickup time of the first Bus Stop on a run and ending at the drop off time of the last Bus Stop on that run. All times before and after each run, which shall include, but are not limited to, the time for a vehicle to travel from Contractor’s facilities to the first Bus Stop or to travel from the last Bus Stop drop off on a run to Contractor’s facilities, shall not be computed as part of the Daily Bus Route Time.
- 2.8.2.2.3. The location of each pickup and drop-off of students along each Bus Route (**“Bus Stop”**).
- 2.8.2.2.4. The time that a vehicle is scheduled to arrive for pickup and drop-off of students at each Bus Stop.
- 2.8.2.2.5. The total cost for the Bus Route per day (**“Daily Bus Route Rate”**), which Daily Bus Route Rate shall be computed pursuant to the Rate Schedule attached hereto as **Exhibit “B”** and incorporated by reference, to be interpreted in accordance with the terms and conditions herein, including without limitation the supplemental Terms and Conditions attached hereto as **Exhibit “F”** and incorporated by reference. If there is a conflict between the terms Exhibit “F” of this Agreement and those of any other portion of this Agreement, the terms of the portion of this Agreement other than Exhibit “F” shall control.
- 2.8.2.2.6. The date on which the Bus Route Schedule becomes effective.
- 2.8.2.2.7. The signature of each Party’s Contact Person listed on Page 1 of this Contract.

2.8.2.3. Routing and Scheduling. District shall be responsible, with Contractor's full cooperation, for all routing and schedule of Bus Routes.

2.8.2.4. District Responsibilities. Unless agreed to in writing by the Parties otherwise, District shall have the following responsibilities:

2.8.2.4.1. Assign students to Bus Routes.

2.8.2.4.2. Establish arrival and departure times at schools.

2.8.2.4.3. Assign vehicle capacity to Bus Routes.

2.8.2.4.4. Provide timely information with respect to minimum day schedule.

2.8.2.4.5. Provide special instructions for students requiring special handling, treatment, and/or medication.

2.8.2.5. Dry Runs. To facilitate the development of Bus Routes and Bus Route Schedules, Contractor shall, prior to the opening of each school year and without charge, have each regularly assigned route driver accomplish two complete dry runs (practice runs without students) of his/her assigned route.

2.8.3. Changes to Bus Routes and Bus Route Schedule.

2.8.3.1. **District Initiated Changes.** District, with notice to Contractor, may:

2.8.3.1.1. Add or delete one or more Bus Routes at any time during the Contract Term. Contractor shall implement any such addition or deletion within 10 school days following Contractor's receipt of District's notice to do so.

2.8.3.1.2. Add or delete a pickup or drop-off Bus Stop on any Bus Route. Contractor shall implement such addition or deletion within two school days following the receipt of notice from District to do so.

2.8.3.1.3. Change the time of pickup and drop-off of students at any Bus Stop, or the starting and ending time of any run, on a Bus Route. Contractor shall implement the change no later than the second school day after District notifies Contractor of the change.

2.8.3.1.4. Add, suspend, or delete transportation services for any student. Contractor shall implement such addition, suspension, or deletion of transportation services the

second school day following Contractor's receipt of notice to do so from District.

2.8.3.2. **Contractor-Initiated Changes.** If at any time during the Contract Term, Contractor determines that transportation services can be improved by revising a Bus Route, scheduling, and/or vehicle assignments, Contractor shall confer with and seek District's written approval before implementing any changes to any Bus Route.

2.8.3.3. **Amendments to Bus Route Schedule.** Any change, deletion, and/or addition to any Bus Route or any related information shall be reflected in writing in a revised Bus Route Schedule, which revised Bus Route Schedule shall state an effective date and be signed by each Party's Contact Person or designee.

2.8.3.4. **Fleet Additions and Reductions.** Rate adjustments shall be allowed in the event of an increase or decrease in the base number of school buses operated. The rate on all buses shall be increased 1% for every four (4) buses reduced, or decreased 1% for every four (4) buses added. The base number of buses that this adjustment will be based upon is 6 school buses, as described in the Price Schedule.

2.9. **Unscheduled School Closing.**

2.9.1. District shall not be obligated to pay for any services by Contractor on those days when schools and classes are closed to insure the health and safety of students or for any other lawful reason. The decision as to the need for closing a school at the start of the day or for early dismissal during the day shall be made by District or other public agency.

2.9.2. Contractor shall, taking into consideration the safety of operations, operate during inclement weather conditions and will provide for appropriate equipment and trained personnel, and will implement alternate vehicle routes, as necessary, and approved by District under such inclement conditions. Foggy day schedules shall be determined by District or other public agencies and communicated to Contractor.

2.9.3. District shall notify Contractor of a cancelled Bus Route not less than one hour before the first scheduled pickup Bus Stop. If District fails to give Contractor this one-hour notification, District shall pay Contractor the driver(s)' actual time or minimum call-out time, whichever is less.

2.10. **Accident Reports and Citations.** All accidents or citations that involve Contractor's personnel while in operation pursuant to this Contract shall be reported to District. Accidents involving injuries to students or other persons shall be reported to **District immediately** after Contractor is notified of them. Contractor may deliver accident information by telephone but Contractor must provide to District a written report, which includes all pertinent information, as soon as reasonably possible after each

accident, but in no event later than three business days after the accident.

2.11. Record Keeping, Retention, Inspection, and Audit.

2.11.1. Contractor shall maintain and retain accurate books and accounting records of all services provided under, for costs billed pursuant to, and all documents required of Contractor under this Contract for at least five years after the termination of this Contract. Upon District's request, Contractor shall make all such books, accounting records, cost billings, and documents available for review, audit, and/or copying by District or District's designee. If this Contract involves the expenditure of funds from the State of California in excess of \$10,000, this Contract is subject to the State Auditor's examination and audit for three years after final payment under this Contract at District's request or as part of any audit of District. The obligations of this Subsection shall survive termination of this Contract.

2.11.2. Contractor shall provide to District within five business days of District's request all pertinent books, records, reports and documents requested by District, including but not limited to the following:

2.11.2.1. Weekly report on all late or missed trips or runs on any Bus Routes, and stating the cause of the problem and corrective action(s) taken.

2.11.2.2. Notification of hazards, problems or obstacles observed by Contractor personnel along any Bus Routes or relating to the Bus Route Schedule.

2.11.2.3. Accurate trip records showing Bus Route number, bus number, type of trip, number of students carried daily, time of route/trip and miles traveled.

2.11.2.4. Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation vehicle inspection reports on Contractor's vehicles.

2.11.2.5. Monthly report of vehicles receiving preventative maintenance services.

2.11.2.6. Monthly report of vehicles receiving major repairs.

2.11.2.7. Monthly summary report of Special Trips, showing vehicle number, school elapsed time, mileage, District's authorization and District's cost.

2.11.3. District may carry out such monitoring, evaluation and auditing of any records required by this Contract as District may deem necessary after written notice to Contractor.

- 2.12. Use and Handling of Confidential Records and Information.** To the extent Confidential Materials, as this term is defined in this Section, are provided to Contractor for its performance of this Contract, Contractor and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the Confidential Materials; (2) not release, disseminate, or publish the Confidential Materials, except as required by law or a court order, as may be permitted under this Contract, or as District may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this Contract; and (4) protect all Confidential Materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. **“Confidential Materials”** shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this Section shall survive the termination of this Contract.
- 2.13. Required Documents.** At the same time as when Contractor delivers to District this Contract signed by Contractor, Contractor shall submit to District, at District’s request and as applicable, all documents that District may require to establish the necessary process to make payment to Contractor.
- 2.14. Certification Regarding Debarment, Suspension, and Other Ineligibility.** If this Contract is funded, in part or in whole, with federal funds, Contractor shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).

3. TERM OF CONTRACT; COMMENCEMENT OF WORK; AND TERMINATION OF CONTRACT.

3.1. Contract Term and Renewal.

- 3.1.1. This Contract shall be in effect commencing on the Contract Effective Date of _____, **2018** and shall continue in full force and effect to and including _____, **2021 (“Contract Term”)** [MAXIMUM OF 3 YEARS], unless this Contract is terminated during the Contract Term pursuant to this Article.
- 3.1.2. Where this Contract terminates by expiration of the Contract Term, two one-year renewal options will be available to the Parties as follows:
- 3.1.2.1. The Parties may mutually agree in a writing executed by the Parties and pursuant to Education Code section 39803 to renew this Contract for a successive period of one year.
- 3.1.2.2. This one-year renewal option may be exercised by the Parties up to two times.

- 3.2. Commencement of Services.** Contractor shall commence services under this Contract no later than the **first** day of school. Because District operates education programs on multiple school sites, some of which are on schools operated by school districts, the first day of school will generally be determined by the school district in which the education program is located. Before Contractor may commence any services, the Parties must execute the Contract and Contractor must provide the proof of insurance and of all other documentation required by the Contract Documents.
- 3.3. Grounds for Termination – For Cause.** This Contract shall terminate upon expiration of the Contract Term. During the Contract Term, this Contract may be terminated pursuant to the following:
- 3.3.1. Termination by District. District may terminate this Contract upon Contractor’s material breach of one or more provisions of the Contract Documents or based on any of the following grounds, and after District has provided Contractor with notice as required by herein below:
- 3.3.1.1. Contractor refuses or fails to perform services as required under any Contract Documents.
- 3.3.1.2. Contractor fails to comply with any term or condition of the Contract Documents.
- 3.3.1.3. Contractor refuses or fails to provide vehicles and personnel in quantities and with qualifications required to provide services required by the Contract Documents.
- 3.3.1.4. Contractor furnishes, operates, or uses vehicles that do not conform to the requirements of the Contract Documents.
- 3.3.1.5. Contractor refuses or fails to comply with laws applicable to the services required by the Contract Documents, or District’s instructions.
- 3.3.1.6. Contractor materially breaches one or more provisions of the Contract Documents.
- 3.3.2. Termination by Contractor. Contractor may terminate this Contract upon District’s material breach of one or more provisions of the Contract Documents and after Contractor has provided District with notice as required by Section 3.3.3 below.
- 3.3.3. Notice of Termination. A Party intending to terminate this Contract pursuant to this **Grounds for Termination – For Cause** Section shall provide the breaching Party with written notice at least 30 days (“**Termination Notice Period**”) before the effective termination date and provide the breaching Party with five business days after the date of receipt of the notice to terminate to cure (“**Cure Period**”) unless the non-breaching Party shall agree in writing to an

extension of the Cure Period before the expiration of the Cure Period. Upon expiration of the Cure Period and any mutually agreed upon time extension, if the breaching Party has not corrected the breach and provided written notice of completion of such corrective action to the non-breaching Party, this Contract shall terminate effective the day immediately following the expiration of the Cure Period without any further notice or actions by either Party.

3.4. Additional Grounds for Termination. Notwithstanding any provisions to the contrary in this Contract, this Contract shall terminate during the Contract Term pursuant to any of the following:

- 3.4.1. Conviction or Criminal Proceeding Involving Serious or Violent Felony. District, at District's sole discretion and upon written notice by District to Contractor, may terminate this Contract, effective on the date stated in District's notice of termination, if Contractor provides any driver or attendant who has a conviction of, or a pending criminal proceeding for, a violent felony listed in Penal Code section 667.5(c) and/or a serious felony listed in Penal Code section 1192.7(c).
- 3.4.2. Contractor Noncompliance with Applicable Laws. District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor, in performing services under this Contract, fails to comply with federal, state, local laws, and/or District policies that apply to Contractor's performance of services required by the Contract Documents.
- 3.4.3. Receivership or Bankruptcy of, or Inability to Pay Debts by, Contractor. District, at District's election and upon written notice to Contractor, may terminate this Contract effective on the date specified in District's notice of termination if Contractor shall: (1) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors; (2) apply for, consent to, or have an order, judgment, or decree entered by a competent court for, approval of a petition or appointment of a receiver, trustee, custodian, or liquidator of Contractor or all or a substantial part of Contractor's assets; (3) be unable to, fail to, or admit in writing to Contractor's inability generally to pay Contractor's debts as they become due; or (4) make a general assignment for the benefit of creditors.
- 3.4.4. Contractor Unauthorized Assignment or Transfer of Contract. Any assignment or transfer of this Contract by Contractor in violation of this Contract constitutes a material breach of this Contract and District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice.
- 3.4.5. Contractor Failure to Procure and Maintain Required Insurance. If Contractor fails to maintain any of the insurance required by this Contract, District, upon providing Contractor with written notice, may terminate this Contract effective on the date stated in District's written notice.

- 3.4.6. Non-Allocation of or Insufficient Allocated Funds. Upon written notice to Contractor, District may terminate this Contract effective on the date stated in District's notice if, during the Contract Term, District and/or other government agencies and/or grant or funding entities from whom District receives or is to receive funds to pay for this Contract: (1) reduce or eliminate some or all funds to pay for this Contract, (2) fail to or determine not to appropriate or allocate funds for future payments under this Contract, or (3) fail or determine not to allocate funds in an amount sufficient to make future payments under this Contract.
- 3.4.7. License, Certification, or Permit. District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor's license, certification, or permit required to provide services under this Contract has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency.

3.5. Rights and Obligations upon Termination. Upon termination of this Contract, the following shall apply and shall survive termination of this Contract:

- 3.5.1. Generally. Any terms or conditions that by their nature extend beyond the termination of this Contract shall survive the termination of this Contract and remain in effect thereafter until they are fulfilled.
- 3.5.2. Termination by District For Cause. If District terminates this Contract pursuant to the **Grounds for Termination – For Cause** Section, District may secure the services required by the Contract Documents from any other company or entity. If the cost to District to secure such services exceeds the cost under this Contract, the excess cost shall be charged to and collected from Contractor. This recovery is in addition to and not in limitation of any other rights or remedies available to District to recover damages or seek other remedies from Contractor under this Contract or applicable laws.
- 3.5.3. Payment. Upon termination of this Contract, Contractor shall be paid only for services that Contractor performed in accordance with this Contract before the effective date of termination and for which Contractor has submitted an invoice and documentation as required by District. District shall not be obligated to pay Contractor for any services that Contractor has not performed or has not performed in accordance with the Contract Documents, and District shall have no further liability to Contractor, whether pursuant to contract, law, or equity.
- 3.5.4. Return of District-Provided Records and Information. At District's request, all documents, records, data, information, and materials and other items that District provided to Contractor related to this Contract shall be returned to District no later than 30 days after the effective date of termination of this Contract or the date of District's request, whichever is earlier.

- 3.6. Force Majeure.** No Party shall be liable for any failure or delay in performing this Contract if a Force Majeure Event caused the failure or delay and the Party seeking relief under this Section has provided the other Party with written notice of the occurrence of the Force Majeure Event, except that a failure to pay any amount due under this Contract shall not be excused by a Force Majeure Event where the required services has been performed in accordance with this Contract. A **“Force Majeure Event”** shall mean events or circumstances that are beyond a Party’s reasonable control and occurring without the Party’s fault or negligence, and which by the Party’s exercise of due diligence could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.
- 3.7. Suspension of Services.** Despite any provisions to the contrary in the Contract Documents, District shall have the right to suspend, delay, or interrupt any or all services at any time during the Contract Term upon written notice provided to Contractor at least 10 business days before the suspension, delay, or interruption begins. Such written notice shall state the beginning date and ending date of the suspension, delay, or interruption (**“Suspension Period”**). Unless the Parties agree in writing otherwise, the following shall apply upon District’s exercise of its right under this Section: (1) Contractor shall not be entitled to any damages or additional compensation relating to, resulting from, or arising out of District’s exercise of its right under this Section or the Suspension Period; and (2) Contractor shall resume performance of the Services on the next business day following the ending date of the Suspension Period.
- 4. PAYMENT AND PAYMENT SCHEDULE.** As full consideration and compensation for Contractor’s performance of the services required by this Contract, District shall pay Contractor in accordance with this Article.
- 4.1. Amount of Compensation to Contractor.** District shall pay Contractor in accordance with the Bus Route Schedule, the Rate Schedule, and in accordance with this Payment and Payment Schedule Provision as they may be amended from time to time during the Contract Term. Time spent for transportation services under this Contract shall be calculated based on the amounts stated in Contractor’s Proposal Form and as awarded by District, and in accordance with the following Subsections. Contractor agrees that the rates to be paid by District shall not exceed the rate(s) paid by other public agencies within Marin County, California and if lower rates are extended to other public agencies, those same rates shall be offered to District.
- 4.1.1. Bus Routes. District shall pay Contractor the Daily Bus Route Rate applicable to that Bus Route for each school day that Contractor actually performs transportation services on that Bus Route.
- 4.1.2. Lunch, Break, Other Leaves, and Layover. District is not obligated to pay Contractor for any time spent by Contractor’s employees for lunch, break, or

other leaves before, during, or after a Bus Route or Special Trip and any such time shall not be included in the Daily Bus Route Time or Special Trip Time.

- 4.2. Invoice Required of Contractor.** Contractor shall submit to District, each calendar month, a detailed invoice setting forth, at a minimum, a description of and the total cost for each Bus Route or Special Trip for which Contractor is requesting payment. Upon receipt of an invoice and if District has any objections to it and/or requires additional information or supporting documentation, District shall notify Contractor in writing and Contractor shall provide District with the required additional information and/or supporting documentation within five business days of Contractor's receipt of District's notice. Contractor shall include accurate monthly student counts in each monthly invoice to District. Contractor shall also provide District with year-end reports that include all accounting information as specified by District.
- 4.3. Payment Schedule and Payment to Contractor.** District shall pay Contractor the amount due under an invoice within 30 days of District's receipt and approval of an invoice. Contractor's acceptance of final payment under this Contract shall constitute and operate as a release of all claims and liability by Contractor against District for any additional compensation or payment relating to any and all labor, services, equipment, supplies, and materials provided or performed under this Contract. However, District's final payment shall in no way relieve Contractor of Contractor's obligations under this Contract or for deficient work discovered after final payment.
- 4.4. Rate Adjustments.** The prices set forth in the Proposal Form which the District shall pay the Contractor may be adjusted on July 1 of each contract year at least one year after the date of this Agreement pursuant to the following method of rate adjustment, provided the Contractor submits to the District in writing their request for rate adjustment no later than June 1, of that contract year.
- 4.4.1. Any rate adjustment shall be indexed to the United States Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose, CA Metropolitan Area issued in March of each year covered by the term of this Agreement for the preceding annual period.
- 4.4.2. Notwithstanding any other provision to the contrary, any upward or downward rate adjustment shall not exceed three percent (3%).
- 4.5. Failure to Perform Required Services.**
- 4.5.1. Reduction of Fees. Contractor's refusal, failure, and/or delay in performing the services as required by the Contract Documents shall subject Contractor to withholding of payment for those services.
- 4.5.1.1. **Missed Entire Bus Route.** If Contractor fails or refuses to perform services for an entire Bus Route, Contractor shall not charge, or shall

credit if already paid, the District the daily route rate in Exhibit "B", for each day that such services are required except for delayed bus runs that are not caused by the Contractor (i.e. traffic accident, weather or other similar predicament), and for the purposes of assessing damages under this Section, when a vehicle is late by 30 minutes or more, Contractor will be considered to have missed either the entire Bus Route, or if applicable, will be considered to have missed the morning or afternoon portion of any such route.

4.5.1.2. **Missed Portion of Bus Route.** If Contractor fails, refuses, and/or delays to perform services for only a portion of a Bus Route or Contractor is late by more than 15 minutes on the Bus Route due to Contractor's fault, Contractor shall not charge, or shall credit if already paid, the District an amount equivalent to the ONE QUARTER TIMES (0.25X) the Daily Bus Route Rate applicable to the Bus Route ("Missed Portion Bus Route Charge"). Delayed bus runs that are not Contractor caused (i.e. traffic accident, weather or other similar predicament) will not be charged. The Contractor will be required to notify District within 24 hours of this type of delay.

4.5.1.3. **Mitigation Incentive.** Notwithstanding the foregoing provisions, in the event that a delay is caused by an inoperable bus, the District will, no more than once a week, waive imposing a Missed Entire Bus Route Charge, Missed Portion Bus Route Charge, or Missed Special Trip Charge if Contractor, within five (5) minutes of the time that the inoperable vehicle is scheduled to arrive for pickup and drop-off, notifies the District of the delay by telephone at (_____) _____ - _____, promises to provide an operable equivalent bus within 30 minutes of the time that the inoperable bus was scheduled to arrive for pickup, and actually provides an operable equivalent bus within 30 minutes of the time that the inoperable bus was scheduled to arrive for pickup.

4.5.1.4. **Missed Students.** If any student is not picked up and/or dropped off for a Bus Route or a Special Trip due to Contractor's fault, Contractor shall, on its own time and at its own expense, pick up or drop off the missed student in a timely manner. If Contractor fails or refuses to do so, this shall be deemed a **Missed Portion Bus Route Charge** and a reduction of fees will be assessed accordingly.

The Contractor shall report every incidence of delay, missed route, or missed students to the District within twenty (20) minutes of occurrence in a manner and format acceptable to the District.

5. INSURANCE.

5.1. **Required Insurance.** Before the commencement of service, the vendor shall, at its expense, procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in

connection with the performance of the services by the vendor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the minimum levels of coverage as outlined below:

- 5.1.1. Workers' Compensation Insurance, including Employers' Liability, with limits of not less than \$1,000,000, covering all of CONTRACTOR's employees engaged in work under the Contract as required under the Workers' Compensation Act of the State of California.
- 5.1.2. General Liability Insurance covering the occupied and utilized Facilities provided by the MCTD, other premises used for storage and maintenance of vehicles used in performance of the Contract, and bus stops, with limits of liability of not less than \$2,000,000 each occurrence combined single limit and \$10,000,000 general policy aggregate if applicable. Such liability insurance shall also include coverage for Personal Injury Liability, Contractual Liability, and Liability for Independent CONTRACTOR.
- 5.1.3. Automobile Liability Insurance covering all Revenue Vehicles and Support Vehicles used in connection with the work performed under the Contract, with limits of not less than \$10,000,000 each occurrence combined single limit for bodily injury and property damage.
- 5.1.4. **MCTD Coverage.** The MCTD (and its Governing Body, officers, employees and agents) shall be named as an additional insured via additional insured endorsement for all commercial coverage for all MCTD-owned or leased assets and for all liability coverage.
- 5.1.5. **Notice.** All insurance policies required in this Section shall be endorsed to provide a sixty (60) calendar day written notice of cancellation, renewal, or material change to the MCTD.
- 5.1.6. **Umbrella Policy.** The limits of liability as required under this Section may be provided by a single policy of insurance or a combination of policies including a so-called umbrella liability policy, subject to prior approval of the MCTD; provided that such umbrella policy provides all of the coverages required under subsection A.
- 5.1.7. **Self-Insurance.** Self-insurance programs are subject to prior approval by the MCTD upon review of CONTRACTOR's financial capacity to provide such self-insurance. Any self-insurance program utilized by a CONTRACTOR must provide the MCTD with at least the same coverage, limits of liability, and protection as would be afforded by first dollar insurance meeting the requirements of this Section.
- 5.1.8. **Minimum Insurance Requirements.** The types of insurance and limits of liability stated in this Section are the minimum acceptable to the MCTD and shall in no way be construed as a limitation of CONTRACTOR's liabilities and obligations arising out of the performance of the Contract.
- 5.1.9. **Subcontractors.** CONTRACTOR shall require all subcontractors performing work under the Contract to carry insurance to the types and with limits of liability as CONTRACTOR shall deem appropriate and adequate. CONTRACTOR shall obtain

and make available for inspection by the MCTD upon request Certificates of Insurance evidencing insurance coverages carried by such subcontractors.

- 5.1.10. **MCTD Approval.** All insurance required to be maintained or provided by CONTRACTOR and subcontractors shall be with companies and through policies approved by the MCTD. All such Insurance Companies shall carry a Best's rating of A- or better Class VII and be licensed by the State of California. The MCTD has the right to inspect in person, prior to commencement of the work, all of CONTRACTOR's insurance policies in regard to required insurance coverages.
- 5.1.11. **Certified Copies of Policies.** Proof that required insurance coverage exists shall be furnished to the MCTD in the form of certified copies of insurance policies within seven (7) Days after receipt of notice of Contract award. Renewal or replacement policies shall be furnished five (5) Days prior to the expiration date or termination date of any policy furnished in compliance with the requirements of the Contract.

5.2. Conditions Applicable to Required Insurance.

- 5.2.1. Insurer Rating. The insurance required above, if it is provided through insurer(s), shall be provided by insurer(s) that are admitted by the State of California to transact insurance and have an A.M. Best rating of at least **A-VII** or higher. District, in its sole discretion, may waive this requirement.
- 5.2.2. Proof of Insurance and Notices. Contractor shall provide proof of the required insurance to District before commencing any services, including copies of all required endorsements required above. If the required insurance is provided through insurer(s), the following shall apply: (1) the insurance shall be endorsed to require that each insurer mail a written notice to District no later than 30 days before the effective date of any cancellation, non-renewal, or reduction of coverage of the insurance; (2) upon District's request, Contractor shall provide District with a certified copy, or other proof satisfactory to District, of any or all of the required insurance; and (3) Contractor shall provide District with proof of renewal of the required insurance, including all required endorsements, at least 15 days before the insurance expires.
- 5.2.3. Contractor's Insurance Primary. Contractor's insurance shall be endorsed to state that District's insurance coverage is in excess of Contractor's insurance coverage and will not contribute with Contractor's insurance with respect to any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, arising out of, resulting from, or caused by the act or omission of Contractor and/or Contractor's governing body, officers, employees, or agents.
- 5.2.4. Deductible or Self-Insured Retention. Any deductibles or self-insured retentions applicable to the above-required insurance shall be specifically approved by District before their application. Contractor shall be solely responsible for payment of any deductibles or self-insured retentions for

insurance that Contractor is required to procure under this Contract.

- 5.2.5. Claims-Made Policies. If any of the above-required insurance is written on a claims-made basis, Contractor shall provide an extended reporting period (i.e., tail coverage) for the coverage and limits specified in this Section available for District commencing on the effective termination date of this Contract and extending for four years from the effective termination date of this Contract.
- 5.2.6. Procurement by District in Event of Contractor Failure. If Contractor fails to provide any of the insurance as required above, District may, but is not obligated to, procure and maintain such insurance. If District elects to procure any of the above-required insurance, District shall provide Contractor with written notice of this election at least 10 business days before District procures the insurance. After providing Contractor with the 10-business day notice and if District procures any of the above-required insurance pursuant to this Subsection, Contractor shall be responsible for the full cost of such insurance and shall reimburse such cost to District no later than 10 business days from the date of the invoice from District. If Contractor fails or refuses to do so, District may deduct the amount incurred to procure the insurance from any payment due to Contractor under this Contract.

6. INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS.

- 6.1. **Indemnity Obligations.** Excepting only such claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgment and expenses, including attorney's fees and costs (**collectively "Loss"**) that are caused by District's fault or negligence in which case District shall be responsible therefore only to the extent of and in proportion to District's liability, Contractor shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless District and its officers, employees, and agents (**collectively "District Personnel"**) from and against any Loss related to this Contract, including but not limited to, injuries to or death of any person; damage, loss, loss of use, or destruction of property of District or any third party; and compensatory damages, statutory and/or regulatory fines and penalties, and/or extra-contractual liability. While students are under the supervision of Contractor or riding in any vehicle operated by Contractor, the students shall be considered Contractor's agents for the purpose of this Section, and as such, Contractor shall be responsible for and owe a duty to defend, indemnify, and hold harmless the District Personnel and each school district or public agency on or to which site Contractor provides transportation services for any demands, claims, causes of action, actions, lawsuits, or liabilities arising or occurring out of any act or omission of the students or that are made by the students.
- 6.2. **No Limitation by Insurance and Survival.** Contractor's contractual and equitable indemnity obligations and liabilities are not limited to or by any insurance that Contractor maintains but apply to the fullest extent permitted by law without regard to whether Contractor's insurance provides coverage for the obligations and liabilities. Contractor's contractual and equitable indemnity obligations and liabilities shall survive the termination of this Contract.

7. DISPUTE RESOLUTION.

- 7.1. Meet and Confer.** The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this Contract, including the alleged breach, interpretation, or application of this Contract.
- 7.2. Mediation.** If the Parties are unable to agree upon a resolution during the meet-and-confer process, the Parties shall submit the dispute to a mediator, with each Party to pay one-half of the mediator's fees and costs. Each Party shall bear its own attorney's fees and costs that it may incur to participate in the mediation.
- 7.3. Handling of Matters during Dispute.** During any dispute, District's decision, for the time being, shall prevail, and Contractor shall perform this Contract as directed by District without prejudice to a final determination of the dispute. During a dispute regarding payment under this Contract, District shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is finally determined to be due to Contractor, District shall pay such amount to Contractor within 30 days of the final determination. Except for an action to obtain injunctive relieve to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this Article, a Party may not commence a civil action regarding or relating to this Contract until after compliance with this Article.

8. ADDITIONAL PROVISIONS.

- 8.1. Entire Agreement and Amendment.** This Contract constitutes, and is a complete and exclusive statement of, the Parties' agreement pursuant to Code of Civil Procedure section 1856. Except as specifically provided in this Contract otherwise, this Contract shall be amended or modified only by a writing executed by the Parties.
- 8.2. Applicable Law, Venue, and Interpretation.** This Contract is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California's conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this Contract shall be resolved or adjudicated in the appropriate state or federal court for Marin County, California, provided that nothing in this Contract constitutes a waiver of immunity to suit by District.
- 8.3. Execution by Facsimile or in Counterparts.** The Parties may sign this Contract in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this Contract, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.
- 8.4. Independent Contractor.** Contractor is retained as an independent contractor. Contractor and its officers, employees, and agents are not officers, employees, or agents of District. Contractor shall not represent or hold out itself or any of its officers, partners, employees, or agents to be an employee or agent of District. Contractor shall

be solely responsible for paying and shall pay all federal, state and local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance under federal, state, or local law. Contractor and its principals, officers, employees, and agents are not eligible to receive from District workers' compensation, medical, indemnity or retirement benefits. This Contract shall not be construed to create a partnership or joint venture between the Parties.

- 8.5. Non-Discrimination.** Contractor shall not discriminate against any of its prospective or active employees based on race, color, ancestry, national origin, sex, religious creed or any other protected status, and shall comply with applicable federal and California laws, including but not limited to, the California Fair Employment and Housing Act.
- 8.6. Notices.** Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice by email shall be effective upon acknowledgment of receipt, if so requested.
- 8.7. Assignment and Transfer.** Contractor shall not assign or transfer any of Contractor's rights or obligations under this Contract, including by operation of law or change of control or merger, without District's prior written consent.
- 8.8. Waiver.** Any failure by a Party to comply with any covenant, term, or condition of this Contract may be waived only in writing by the Party in whose favor a covenant, term, or condition runs. A Party's failure to insist upon strict compliance with or to enforce any covenant, term, or condition of this Contract shall not constitute a waiver of, or estoppel with respect to that covenant, term, or condition. A Party's waiver of any covenant, term, or condition of this Contract shall not be deemed or constitute a waiver by that Party of any other provision of this Contract, and such waiver shall also not constitute a continuing waiver unless the Party making the waiver expressly agrees to a continuing waiver in writing.
- 8.9. Severability.** If a court of competent jurisdiction holds any provision of this Contract void, illegal, or unenforceable, this Contract shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Contract. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this Contract, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this Contract.
- 8.10. Provisions Required by Law Deemed Inserted.** Each provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein.
- 8.11. Advertising.** A Party shall not use the other Party's name or logo in any descriptive or promotional literature or communication of any kind without the other Party's prior written consent.

8.12. Binding Effect and Third Party Benefits. This Contract is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this Contract). Nothing in this Contract creates any contractual relationship between any Party and any third party or gives any third party any claim or right of action against any Party.

8.13. Cumulative Rights and Remedies. Unless specifically provided in this Contract, no right or remedy in this Contract provided to any Party is exclusive of any other remedy or right, and each and every right or remedy shall be cumulative and in addition to any right or remedy provided under this Contract, or now or hereafter existing at law or in equity.

8.14. Headings. The headings in this Contract are provided for the convenience of the Parties and in no way define, limit, extend or describe the scope or intent of this Contract or of any of the provisions of this Contract. If any conflict or inconsistency exists between any heading and any provision, the provision, and not the heading, shall govern and control the construction of this Contract.

8.15. Piggyback Clause. For the term of the Contract, and any mutually agreed extension(s) pursuant to this request forbid and subsequent contract, other school districts, community college districts, public corporations or agencies, including any county, city, town or public corporation or agency within the State of California, may purchase item(s) at the same price and upon the same terms and conditions pursuant to Section 20652 and/or 20118 of the Public Contract Code. The District waives it right to require other districts and agencies to draw their warrants in the favor of the District, as provided in said code sections.

Indicate selection (both parties must initial):

Piggyback Provision is granted: _____
Piggyback Provision is granted for the following areas: _____
Piggyback Provision is not granted: _____

Accepted and agreed on the date indicated below:

Dated: _____, 2018

Dated: _____, 2018

_____ **School District**

_____, **Inc.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

EXHIBIT "A" TO PUPIL TRANSPORTATION SERVICES AGREEMENT – SERVICES

- Contractor will provide service for the routes and stops shown on the following pages for home to school transportation. Any proposed adjustments to these routes and stops or proposed addition or new routes and stops will be first reviewed and then approved by Contractor prior to service.
- Marin Transit will ensure that the daily bus service time as described in Exhibit F will end by 8:40am in the morning and begin again no earlier than 3pm on regular school days and 2pm on early release days.

EXHIBIT "B" TO PUPIL TRANSPORTATION SERVICES AGREEMENT – RATE SCHEDULE

CONTRACTOR WILL PROVIDE THE SERVICES BASED UPON THE FOLLOWING RATE SCHEDULE, CALCULATION OF TIME IS FURTHER DEFINED IN "EXHIBIT F":

Service Description		4-Hour Minimum		5-Hour Minimum		8-Hour Minimum	
		Daily Rate for 4 hour min (per bus)	Hourly rate for service exceeding 4 hours per bus	Daily Rate for 5 hour min (per bus)	Hourly rate for service exceeding 4 hours per bus	Daily Rate for 8 hour min (per bus)	Hourly rate for service exceeding 8 hours per bus
Home-to-school bus, 80 - 90 seat	Parking in Marin County	\$ 578.00	\$ 649.00	\$ 720.00	\$ 791.00	\$ 862.00	\$ 933.00
	No Parking	\$ 598.00	\$ 669.00	\$ 740.00	\$ 811.00	\$ 882.00	\$ 953.00
Home-to-school bus, 60 - 70 seat	Parking in Marin County	\$ 578.00	\$ 649.00	\$ 720.00	\$ 791.00	\$ 862.00	\$ 933.00
	No Parking	\$ 598.00	\$ 669.00	\$ 740.00	\$ 811.00	\$ 882.00	\$ 953.00

**EXHIBIT "C" TO PUPIL TRANSPORTATION SERVICES AGREEMENT – DRUG-FREE WORKPLACE
CERTIFICATION**

CONTRACT NO.: _____ between the _____ School District
(the "District") _____ (the "Contractor" or the "Proposer") (the "Contract").

The District is not a "state agency" as defined in Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, but the District is a public school district under California law that requires all contractors providing services to District to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

Contractor agrees to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

Contractor also understands that if the District determines that it has either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor further understand that, if it violates the terms of the Drug-Free Workplace Act of 1990, it may be subject to debarment in accordance with the requirements of section 8350 et seq.

Contractor acknowledges that it is aware of the provisions of Government Code section 8350 et seq. and hereby certifies that it will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

**EXHIBIT "D" TO PUPIL TRANSPORTATION SERVICES AGREEMENT – CRIMINAL BACKGROUND
INVESTIGATION/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between the _____ School District ("District") and _____ ("Contractor" or "Proposer") for pupil transportation services ("Contract").

The undersigned does hereby certify to the governing board of the District as follows:

The undersigned is an authorized representative of the Contractor currently under contract for the above-described Contract with the District; that the undersigned is familiar with the facts herein certified, and is authorized and qualified to execute this certificate on behalf of Contractor. Contractor certifies that it has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

**EXHIBIT "E" TO PUPIL TRANSPORTATION SERVICES AGREEMENT - WORKERS' COMPENSATION
CERTIFICATION**

CONTRACT NO.: _____ between _____ District (the "District")
and _____ (the "Contractor" or the "Proposer") (the
"Contract").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

**EXHIBIT "F" TO PUPIL TRANSPORTATION SERVICES AGREEMENT – SUPPLEMENTAL TERMS AND
CONDITIONS**

[SUBJECT TO REVISION BASED ON DISTRICT'S NEEDS]

a) Daily Bus Service Time

- i) The Contractor's pricing will primarily be structured upon the length of time required for a vehicle to complete its regularly assigned daily route package. The District will assemble individual Transportation routes in time tiers, potentially serving multiple schools in succession. The route package time of service will start when the first scheduled student rider boarding occurs for either the morning home-to-school, or afternoon school-to-home component and ends when the last scheduled student debarkation occurs at the final school destination in the morning or the final scheduled stop in the afternoon. The combination of the morning and the afternoon route package time of service constitutes the **Daily Bus Service Time**. The Daily Bus Service Time of any individual route may also include all or a portion of mid-day and/or post-day bus route at the discretion of the District. If mid-day or post-day segments are included, then the morning or afternoon route package time of service will continue from the last scheduled student debarkation at the final morning home-to-school destination (or from the final scheduled home-to-school stop in the afternoon) to the final scheduled stop of the mid-day or post-day routing component to be included in the Daily Bus Service Time.
- (1) Vehicle operating time expended transiting from the Contractor's assigned vehicle parking location to the first scheduled student boarding in either the morning or afternoon component of the service day **shall not** be included in the Daily Bus Service Time.
- (2) Vehicle operating time expended transiting from the final scheduled student debarkation to the Contractor's assigned vehicle parking location in either the morning or afternoon component of the service day **shall not** be included in the Daily Bus Service Time.
- (3) Vehicle operating time expended transiting empty of student riders at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.
- (4) Vehicle time expended empty of student riders and waiting for a subsequent component of the route package to start at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.
- (5) Daily Bus Service Time is calculated in accordance with scheduled route data as

determined by the District and operated by the Contractor following all of the requirements of this Agreement.

- (6) Daily Bus Service Time will be rounded to the nearest fifteen (15) minute increment.
- (7) Occasional variances in planned versus actual Daily Bus Service Time of fifteen (15) minutes or less will receive no adjustment to compensation.
- (8) Recurring variances in planned versus actual Daily Bus Service Time of any length may result in a compensation change following verification by the District and adjustment to the scheduled route data. The Contractor must report recurring variances to the District immediately on their identification notwithstanding any other reporting requirements of this Agreement.

b) Route Packages

- i) The Daily Bus Service Time will be comprised of a package of routing components as determined by the District. Route components may include any combination of regular or special needs students of any grade level, one or multiple schools or program types, any number of bus stops, and service to any location within the geographic area defined by this Agreement.
- ii) Route packages will be assembled such that individual assigned vehicles are performing logical and efficient combinations of routing components in the morning and again in the afternoon, to the extent feasible.
- iii) Route packages will be assembled such that the assigned vehicle type, size and equipment requirements are common to all routing components in the package, to the extent feasible.
- iv) Route packages will be assembled such that the composition of the Contractor fleet is considered in matching requirements to available bus types, to the extent feasible.
- v) The District will schedule some routing components on a recurring, but not on a daily basis. The District will treat any such component occurring on three (3) or more service days during a regular five (5) day service week as a regular recurring service for compensation purposes.
- vi) Any regular routing component that occurs on a recurring basis but less than three (3) service days in any regular five (5) day service week will be treated as an additional supplemental service for compensation purposes.
- vii) Morning and afternoon route packages will be paired as efficiently as possible by the

District, with the morning and afternoon schools and programs served being the same, to the extent feasible.

viii) The Contractor will assign the same driver to both the morning and afternoon package of runs, to the extent feasible.

EXHIBIT "G" TRANSPORTATION SAFETY PLAN

Marin Transit managing pupil transportation service on behalf of the Ross Valley School District and Ross Valley Charter School

The Transportation Safety Plan is intended to comply with Education Code Section 39831.3 which requires all K-8 school districts in California to prepare a Transportation Safety Plan containing procedures for school personnel to follow to ensure the safe transport of pupils.

Marin Transit is not a school district, but operates a yellow bus program for students attending schools in the Ross Valley School District and at the Ross Valley Charter School. Marin Transit as the program administrator is adopting this Transportation Safety Plan and has worked with the School Districts to develop the policies and procedures.

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This Plan is adopted by Marin Transit as of the dates listed:

Marin County Transit District

Date

This Plan has been delivered to the contractor, Michael's Transportation, as of the dates listed:

Michael's Transportation

Date

This Plan has been provided to the school districts where the yellow bus program operates as of the dates listed:

Ross Valley School District

Date

Ross Valley Charter

Date

Section I: Transportation Safety and Emergencies

Each day, prior to driving a school bus, the Contractor will require each school bus driver to inspect the bus to ensure that it is in safe operating condition and equipped as required by law and that all equipment is in good working order. At the completion of each day's work, the driver shall prepare and sign a written report of the condition of the equipment specified in 13 CCR 1215. The report shall indicate any defect or deficiency discovered by or reported to the driver which would affect safe operation or result in mechanical breakdown of the bus or, if no defect or deficiency was discovered or reported, shall so indicate. Any defect or deficiency that would affect safe operation shall be repaired prior to operating the bus.

Section II: Passenger Restraint Systems

The Contractor shall ensure that any school bus, or student activity bus which is purchased or leased by the Contractor, is equipped with a combination pelvic and upper torso passenger restraint system at all designated seating positions of that bus: (Vehicle Code 27316, 27316.5; 13 CCR 1201)

- a. Is a Type 1 school bus manufactured or after July 1, 2005 which is designed for carrying more than 16 passengers and the driver
- b. Is a Type 2 school bus or student activity bus manufactured on or after July 1, 2004 which meets one of the following criteria:
 - Is designed for carrying 16 or fewer passengers and the driver
 - Has a manufacturer's vehicle weight rating of 10,000 pounds or less and is designed for carrying not more than 20 passengers and the driver.

Bus drivers shall be instructed regarding proper use of the passenger restraint system. Students who fail to follow instructions of the bus driver may be subject to discipline, including suspension of riding privileges, in accordance with program policy and administrative regulations.

Section III: Fire Extinguishers

The Contractor shall equip each school bus with at least one fire extinguisher located in the driver's compartment which meets the standards specified in law. In addition, a wheelchair school bus shall have another fire extinguisher placed at the wheelchair loading door or emergency exit. All fire extinguishers shall be regularly inspected and serviced in accordance with regulations adopted by the State Fire Marshal. (Education Code 39838; 13 CCR 1242; 19 CCR 574-575.3)

Section IV: Electronic Communications Devices

A bus driver is prohibited from driving a school bus or student activity bus while using a wireless telephone or other electronic wireless communications device except for work-related or emergency purposes, including, but not limited to, contacting a law enforcement agency, health care provider, fire department, or other emergency service agency or entity. In any such permitted situation, the driver shall only use a wireless telephone or device that is specifically designed and configured to allow voice-operated and hands-free operation or a function that requires only a single swipe or tap of the driver's

finger provided the device is mounted on the windshield, dashboard, or center of the console of the bus. (Vehicle Code 23123.5, 23125)

Section V: Safe Bus Operations

The Contractor will ensure that school buses and student activity buses shall not be operated whenever the number of passengers exceeds bus seating capacity, except when necessary in emergency situations which require that individuals be transported immediately to ensure their safety. (Education Code 39834)

School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home-to-school transportation service. Bus drivers for school activity trips may discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

Section VI: Unauthorized Entry

The Contractor may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization. (Education Code 39842; 13 CCR 1256.5)

Section VII: Determining if pupils require escort

When stopping at a designated stop, drivers should ask the students disembarking if anyone needs to cross the street. If a student needs to cross, drivers will then cross the student according to the procedures outlined in Section 22112 of the California Vehicle Code. Drivers should report the necessary red light crossings to a supervisor who will then incorporate the red light crossings into the route sheet. Each driver will keep a copy of the route sheet on the bus at all times. Substitute drivers should refer to the route sheet when covering the route.

The bus contractor will maintain an updated record of all designated school bus stops. This record will include stops requiring red light escorts.

Section VIII: Procedures for boarding and exiting the appropriate school bus at each school bus stop

a. Waiting for the bus at the school bus stop

It is recommended that students arrive at the school bus stop five minutes before the scheduled pick up time. Students should stand at least six feet from the bus and not approach the bus until it has come to a final halt and the doors have opened.

b. Boarding the appropriate bus and school bus stop

The flashing red lights will be activated upon loading as required by law. Each student will be assigned a school bus stop. The bus stop will be listed on the student's bus pass. Drivers should check bus passes as students board the bus.

If a student does not present a bus pass, the driver will allow the student to board, but should give a verbal warning to the student that a bus pass is required. Subsequent violations may result in written citations. The driver should then contact a supervisor who will check the student roster and report the student to the School Operations Analyst at Marin Transit who will follow up with school staff and request that they contact the parent.

c. Exiting the appropriate bus at the school bus stop

The flashing red lights will be activated upon unloading as required by law. Students may be dropped off at any stop along their assigned route. Kindergarten and 1st grade students must be met by a parent in order to be released from the bus. If a Kindergarten or 1st grade student is not met by a parent, then the driver will contact their Supervisor who will call the parent to coordinate pick up from White Hill Middle School. If the parent cannot be contacted, the Supervisor will contact the School Operations Analyst at Marin Transit who will also attempt to reach the parent. The driver will keep the student on board and release them to a staff member at White Hill Middle School.

d. One Trip Passes

Students who have not purchased an annual pass may ride the bus with the use of a one trip pass on routes where capacity allows. All passes must be signed and dated. The student should present a one trip pass to the driver upon boarding the bus in the morning or the afternoon.

Section IX: Procedures for boarding and exiting a school bus at a school or other trip destination

a. Boarding a school bus at the school site or other location

It is recommended that students line up at least 10 feet from the bus loading zone. The red lights will flash at all times while the door is open and students are boarding. When all students have boarded the bus and the door has closed, the driver may turn off the flashing red lights and vehicles may pass the school bus.

As students are boarding, drivers should check bus passes to make sure students are boarding the correct bus. Drivers will not transport students home on a different route unless directed to by a supervisor, Marin Transit staff, or with written permission from a parent. If the student does not have a bus pass, the driver should call dispatch for further direction. Students may be left at school if the student does not present a bus pass and does not appear on the student roster in the dispatch office or the Marin Transit office.

b. Exiting a school bus at the school site or other location

Students should depart the bus in an efficient and orderly fashion. The red lights will flash prior to the door opening and will remain flashing until the door closes.

Section X: No child left unattended on the bus

In accordance with Education Code 39831.3(a) (4), California school districts are required to include procedures for drivers to check for unattended pupils.

The Contractor will ensure that after each route/run (this means at each school site in the morning and after the last stop for each school in the AM, mid-day and the PM) all drivers shall physically walk to the rear of the bus while checking each row of seats to ensure that there are NO STUDENTS remaining on the bus. This bus check shall include looking under each bus seat.

Upon returning to the parking facility drivers will once again physically walk to the rear of the bus and check each row of seats to ensure that there are NO STUDENTS still on board. This bus check shall include looking under the bus seats.

No driver shall leave students unattended on the bus. Drivers shall ensure that all students have been delivered to their assigned destination before leaving their bus.

Section XI: Child Safety Alert System

On or before the beginning of the 2018-2019 school year, each school bus, school pupil activity bus, youth bus, and child care motor vehicle, with a few specified exceptions, shall be equipped with an operational child safety alert system. Section 28160(c) of the Vehicle Code defines a child safety alert system is a device located at the interior rear of the vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

The Contractor will install the required device and train all school bus drivers to know all procedures, laws and regulations pertaining to student safety including but not limited to: the “child check” procedure.

Section XII: Parental Notifications

Marin Transit shall provide written safety information to the parents/guardians of all students in grades kindergarten through 8 each year. This information shall be provided upon purchase of the bus pass on the yellow bus program website and shall contain: (Education Code 39831.5)

- a. A list of school bus stops near each student’s home
- b. General rules of conduct at school bus loading zones
- c. Red light crossing instructions
- d. A description of the school bus danger zone
- e. Instructions for safely walking to and from school bus stops

This information is available on the yellow bus program website at store.marintransit.org under the headings: “How it Works – Bus Rules” and “FAQ.”

Section XIII: Student Instruction

Students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures and passenger safety as follows. These instructions will be performed by the driver. Training curriculum will be designed by the Contractor and comply with the requirements below: (Education Code 39831.5; 5 CCR 14102)

- a. Each year, all students who receive home-to-school transportation in a school bus shall be provided appropriate instruction in safe riding practices and emergency evacuation drills.
- b. At least once each school year, all students in grades kindergarten through 8 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to:
 - a. Proper loading and unloading procedures, including escorting by the driver
 - b. How to safely cross the street, highway, or private road
 - c. In school buses with passenger restraint systems, instruction in the use of such systems as specified in 5 CCR 14105, including, but not limited to, the proper fastening and release of the passenger restraint system, acceptable placement of passenger restraint systems on students, times at which the passenger restraint systems should be fastened and release, and acceptable placement of the passenger restraint systems when not in use.
 - d. Proper passenger conduct
 - e. Bus evacuation procedures
 - f. Location of emergency equipment

As part of this instruction provided by the Contractor, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit.

Each time the Contractor provides the above instruction, the following information shall be documented:

- a. District name
- b. School name
- c. Date of instruction
- d. Names of supervising adults
- e. Numbers of students participating
- f. Grade levels of students
- g. Subjects covered in instruction
- h. Amount of time taken for instruction
- i. Bus driver's name
- j. Bus number
- k. Additional remarks

This documentation shall be kept on file at the Contractor's office for one year and shall be available for inspection by the CHP.

Section XIV: Emergency Procedures

a. Guidelines for Parents

Parents should have a back up plan in case the bus is late. Parents are advised to call the Marin Transit office regarding late buses. Live dispatch is available from 6:00am – 4:00pm. Parents are also advised to have a family emergency plan in case of a major earthquake or natural disaster.

b. Late Buses, Mechanical Breakdowns

The Contractor will notify Marin Transit and each affected school whenever a bus is running ten minutes late. The Contractor may send another bus to help deliver students. Students may be transferred to another bus for delivery home (driver must walk students over to the other bus).

c. Bus Accidents

Any event which damages a part of the bus is considered a school bus accident. School bus accidents must be investigated by the California Highway Patrol (CHP). The driver shall not leave the immediate vicinity of the bus to seek aid unless necessary. (13 CCR 1219)

The Contractor shall maintain a report of each accident that occurred on public or private property involving a school bus with students aboard. The report shall contain pertinent details of the accident and shall be retained for 12 months from the date of the accident. If the accident was not investigated by the CHP, the Contractor shall forward a copy of the report to the local CHP within five work days of the date of the accident. (13 CCR 1234)

The Contractor will notify Marin Transit immediately in the event of a bus accident (immediately following notification to CHP).

The CHP usually requires students to stay on board until an officer arrives. Parents desiring to pick up students must wait until the CHP releases them. The contractor may send another bus to help deliver students home (drivers must walk students over to the other bus).

Section XV: Providing Copies of the Transportation Safety Plan

Location of Copies

Copies of the approved Transportation Safety Plan will be available on the yellow bus program website, at the school district offices, the Marin Transit office, and the bus contractor's office. The School Operations Analyst will provide updated copies to all parties as necessary.



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April 2, 2018

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Performance Monitoring Discussion Update

Dear Board Members:

board of directors

stephanie moulton-peters
president
city of mill valley

damon connolly
vice president
supervisor district 1

dennis rodoni
2nd vice president
supervisor district 4

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

kathrin sears
director
supervisor district 3

katie rice
director
supervisor district 2

RECOMMENDATION: Approve new performance targets and fixed route service adjustments.

SUMMARY: At your February 26, 2018 meeting, staff summarized ongoing fixed route performance monitoring and highlighted performance specifically since the June 2016 major service change. Staff also introduced a series of questions for discussion on options to improve performance and make the monitoring program more meaningful.

This item addresses two areas that your Board expressed interest in pursuing. These include: (1) Adjust current performance targets to better depict current operating conditions and changes due to increasing costs/inflation, and (2) Consider adjustments to reduce unproductive service and reallocate service hours to supplemental school routes in Fall 2018.

Performance Target Adjustments

Though performance targets are revisited during each update of the Short Range Transit Plan, current targets largely reflected those developed in the original 2006 Plan. Service levels and operating conditions have changed significantly since 2006. Perhaps the most significant changes are due to inflation and changes in economic conditions in the Bay Area.

Recognizing these changes, staff recommends that your Board consider adjusting three of the seven productivity targets and four out of the seven subsidy targets in the District's performance monitoring plan. The current and proposed targets are provided in Attachment 1.

Staff's proposed changes to the productivity targets are largely in response to recent expansion and changes to the route network. The June 2016 service expansion focused on increasing service frequency and reducing travel times and the need to transfer. In

addition, the District added a significant amount of service on weekends and evenings. Although needs are greatest during these times since fewer transit options exist, ridership tends to be lower at these off-peak times. These improvements are intended to attract new riders. They also offer more convenience for existing users. While ridership has not grown in a linear relationship to added service, customer satisfaction has steadily increased from 55 percent in 2005 to 89 percent in 2017¹.

Further, the District has succeeded in reducing the percent of transfers since the June 2016 changes. With less need to transfer, there is better service reliability for passengers. They do not have to negotiate a physical transfer between buses or the potential for added wait time on their trip. However, the unintended consequence is a decline in the total number of unlinked passenger trips (or ridership). Productivity is measured in unlinked passenger trips per revenue hour of service. Since productivity relies on the number of passenger trips taken, it is less likely that services will meet existing performance targets.

Staff proposes adjusting the cost-effectiveness targets to reflect the District's current financial conditions and changes in the regional economy over the last 12 years. Subsidy per passenger is largely a function of the cost to operate service and passenger fare revenues. It will be challenging to significantly improve performance in the cost-effectiveness metric due to economic conditions, long-term contracts, and recent direction from your Board. These include:

- **Adjustments to driver compensation in 2017 and the award of new fixed route contracts to Marin Airporter and MV Transportation.** These steps are important to maintain reliable service and respond to market conditions
- **Service expansion.** The District continues to expand service as resources allow, which increases overall operating costs. The Board has expressed limited interest in significantly reducing service on the basis of reducing subsidy levels or increasing productivity.
- **Maintaining low fares.** The District continues to keep its base fare low and is not interested in increasing fares for the purpose of decreasing subsidy levels. The fare proposals outlined in the Short Range Transit Plan are proposed as cost-neutral financial scenarios.

Setting and adjusting performance targets is very specific to an agency's operating environment and structure for service delivery. Staff considered conducting a peer review to help evaluate current and proposed targets, and determined there are too many unique factors in Marin Transit's operation and performance goals. However, it is useful highlight where Marin Transit performs well compared to our peers in terms of productivity and cost effectiveness. Among the 16 small operators in the Bay Area, Marin Transit has the second highest productivity, the seventh lowest cost per passenger, and the fifth highest farebox recovery. Attachment 2 shows Marin Transit's performance relative to the other small operators in the Bay Area, extracted from the most recent Statistical Summary of Bay Area Transit Operators (October 2017).

¹ Customer satisfaction is defined as those who rated the service "good" or "excellent" on rider surveys completed onboard the vehicle

Fixed Route Service Adjustments

Since the June 2016 service expansion, Marin Transit has largely held service levels constant to allow routes to mature and to monitor how riders respond to these changes. Staff has held off on making routine service adjustments. These are typically done each signup (every three months) to respond to underperforming trips or segments of routes that are not the best use of financial resources. The routes have operated for over 18 months, and staff has completed a detailed performance assessment. Staff recommends that the District restart its regular schedule of identifying and implementing service adjustments to eliminate or repurpose revenue hours of service.

The initial proposed adjustments consist of elimination of less than one percent of all fixed route service and will not trigger the need to conduct public hearings or a Title VI analysis. Adjustments will largely focus on underperforming routes including Routes 22, 23x, 29, and 228. Staff proposes that the District routes eliminates underperforming trips on these routes where there is alternative service is provided. Under this proposal: Route 29 service hours will be reduced by 7.5 percent; Route 23x by 11.5 percent; Route 22 by 2.9 percent; and Routes 228 and 251 by less than 1 percent. In total, the proposal will reduce all fixed route service by an estimated 0.7 percent.

Table 1 summarizes the proposed adjustments including the eliminated trips, estimated reduction in revenue hours, and alternative options for riders on those discontinued trips.

Table 1: Proposed Service Adjustments for June 2018

Route	Trips Eliminated	Est. Annual Change in Rev. Hours	Alternative Service for Riders
Route 22	Weekday: 10:00 PM (Southbound)	-195	Route 23 WB Route 22 NB->Route 70 SB
	Sat/Sun/Holiday: 7:00 PM, 8:00 PM, 9:00 PM (Southbound)	-260	Route 22 NB->Route 70 SB
Route 23x	Weekdays: 9:00 AM, 10:00 AM (Eastbound)	-170	Route 35 EB
	Weekdays: 6:05 AM (Westbound)	-225	Route 23 WB, Route 228 WB
Route 29	Weekdays: 9:30 AM, 6:30 PM, 7:30 PM (Eastbound)	-300	Route 35 EB
Route 228	Sat/Sun/Holiday: 7:42 PM (Eastbound)	-78	Route 22 NB, 23 EB, 68 EB
Route 251	Sat/Sun/Holiday: 9:14 PM (Southbound)	-72	Route 49 SB
TOTAL		-1,300	

If approved by your Board, the proposed service adjustments outlined above will be implemented on June 10, 2018. Staff will continue to monitor all services and if approved, use the new performance standards as the basis for future adjustments. Staff will also evaluate a more significant adjustment or reallocation of service if routes continue to fall short of their targets.

Staff also requests your approval to expand supplemental school service on overcrowded routes that serve in Tamalpais Union School District high schools, San Rafael High School District and Novato High School District. To support service expansion on Supplemental school programs, your Board approved the purchase of two expansion vehicles in December 2017. The District expects to place these vehicles into service sometime in the fall of 2018 and to assign these vehicles to those routes that experience overcrowding. These include Routes 113, 119, 145, and 151. As a part of the annual service planning process, Marin Transit will work with school staff to identify service needs and determine how to best meet those needs within the available resources.

FISCAL/STAFFING IMPACT: There are no fiscal impacts associated with the proposed changes to the performance targets. The proposed service adjustments are estimated to save 1,300 hours annually in regular fixed route costs. These hours will be reallocated to supplemental school service in Fall 2018. Staff will be able to estimate the increase in school service hours in late Spring when schools establish bell times for next school year. These hours will be included in the FY 2018/19 budget. Staff assumes minimal financial impact based on 2018/19 operating costs for these routes and the expected reinvestment of revenue hours.

Respectfully submitted,



Robert Betts
Director of Operations and Planning

ATTACHMENT 1: CURRENT AND PROPOSED PRODUCTIVITY TARGETS

Productivity (Passengers per Revenue Hour)

Typology	Routes	Current Productivity Target (minimum)	Current Performance ¹	Proposed Productivity Target (minimum)	Proposed Performance ¹
Local Trunkline	35, 36, 71x	25 passengers/ REV HR	2/3	20 passengers/ REV HR	2/3
Local Basic	17, 22, 23, 23X, 29, 49	20 passengers/ REV HR	0/6	18 passengers/ REV HR	1/6
Local Connector	219, 228, 233, 245, 251, 257	8 passengers/ REV HR	4/6	8 passengers/ REV HR	4/6
Supplemental	113, 115, 117, 119, 125, 139, 145, 151, 154	20 passengers/TRIP	6/9	20 passengers/TRIP	6/9
Rural	61, 68	4 passengers/ REV HR	2/2	6 passengers/ REV HR	2/2
Recreational	66	25 passengers/ REV HR	1/1	25 passengers/ REV HR	1/1
Demand Response	Local DAR, Novato DAR, Rural DAR	2 passengers/ REV HR	2/3	2 passengers/ REV HR	2/3

Cost Effectiveness (Subsidy per Passenger)

Typology	Routes	Current Subsidy Target (maximum)	Current Performance ¹	Proposed Subsidy Target (maximum) ²	Proposed Performance ¹
Local Trunkline	35, 36, 71x	\$3.00/passenger	0/3	\$4.50/passenger	2/3
Local Basic	17, 22, 23, 23X, 29, 49	\$5.00/passenger	0/6	\$6.50/passenger	3/6
Local Connector	219, 228, 233, 245, 251, 257	\$8.00/passenger	1/6	\$9.00/passenger	4/6
Supplemental	113, 115, 117, 119, 125, 139, 145, 151, 154	\$3.00/passenger	6/9	\$3.00/passenger	6/9
Rural	61, 68	\$12.00/passenger	2/2	\$12.00/passenger	2/2
Recreational	66	\$3.00/passenger	1/1	\$3.00/passenger	1/1
Demand Response	Local DAR, Novato DAR, Rural DAR	\$30.00/passenger	1/3	\$35.00/passenger	3/3

1. Routes meeting standard / total routes in that category. Based on 17/18 annual performance report.
2. Proposal to increase Subsidy target by 5% every two years as part of the SRTTP update process.

ATTACHMENT 2: Marin Transit Performance Compared to Peer Agencies in Bay Area

Farebox Recovery

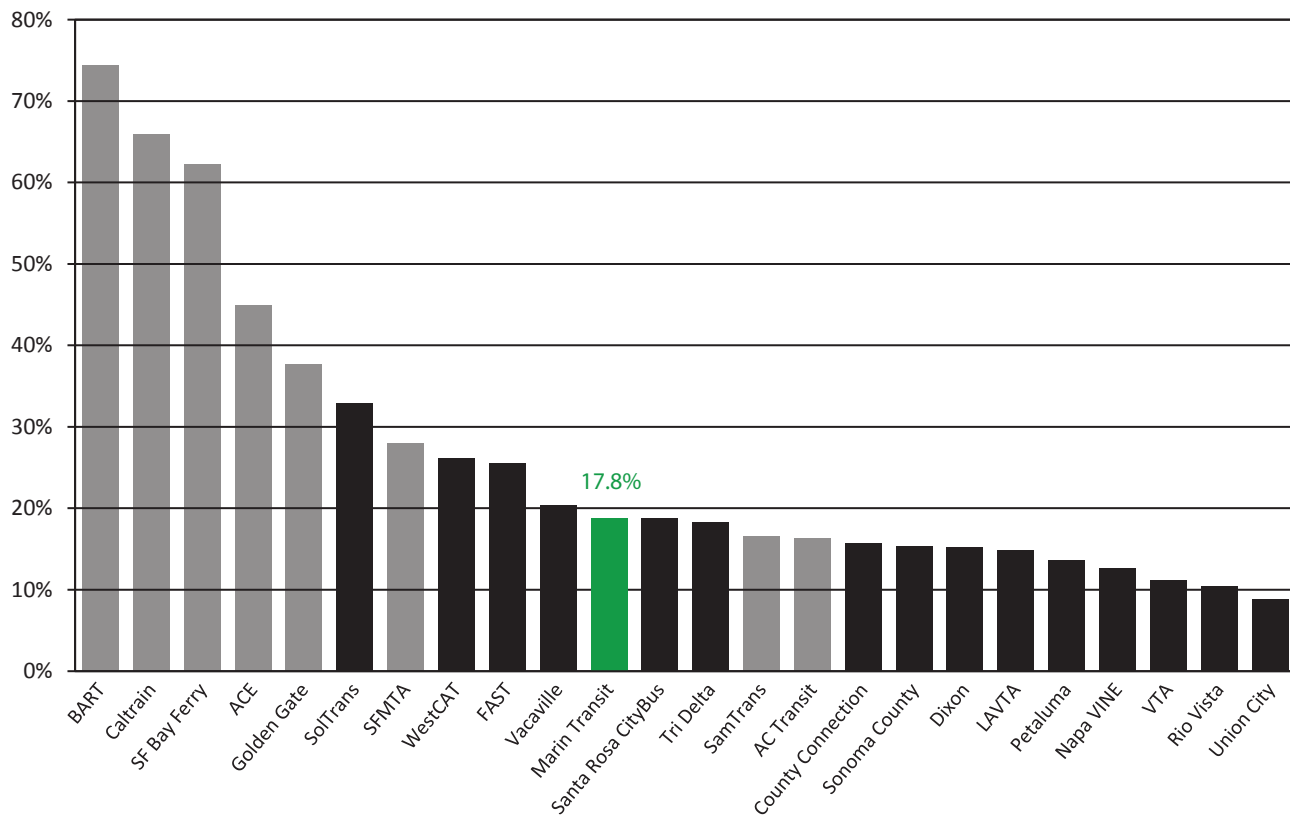
Service Effectiveness (Passengers / Revenue Hour)

Cost Effectiveness (Cost / Passenger)

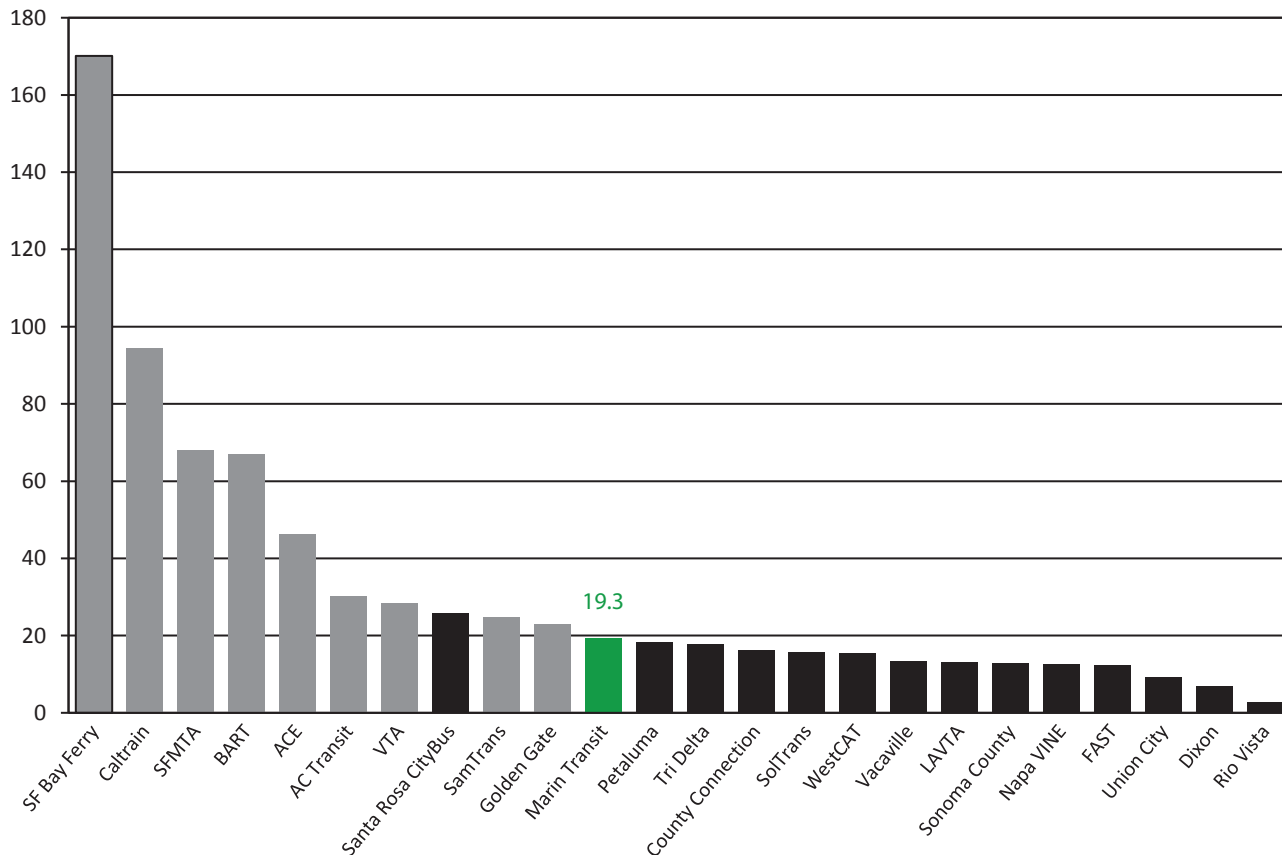
Cost Efficiency (Cost / Revenue Hour)

Bay Area System - Performance by Operator*

Farebox Recovery Ratio, FY 2015-16 [Fare Revenues/Cost]



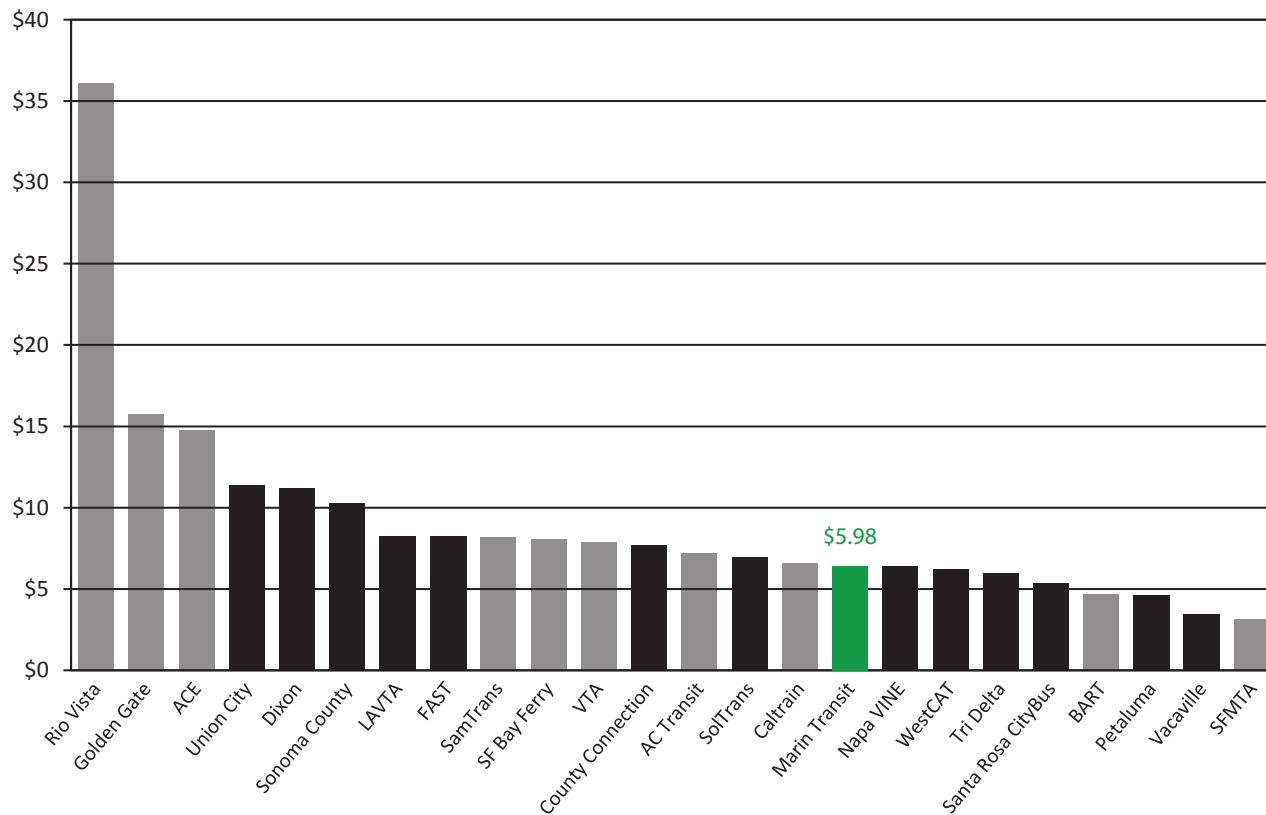
Service Effectiveness, FY 2015-16 [Passenger/Revenue Vehicle Hour]



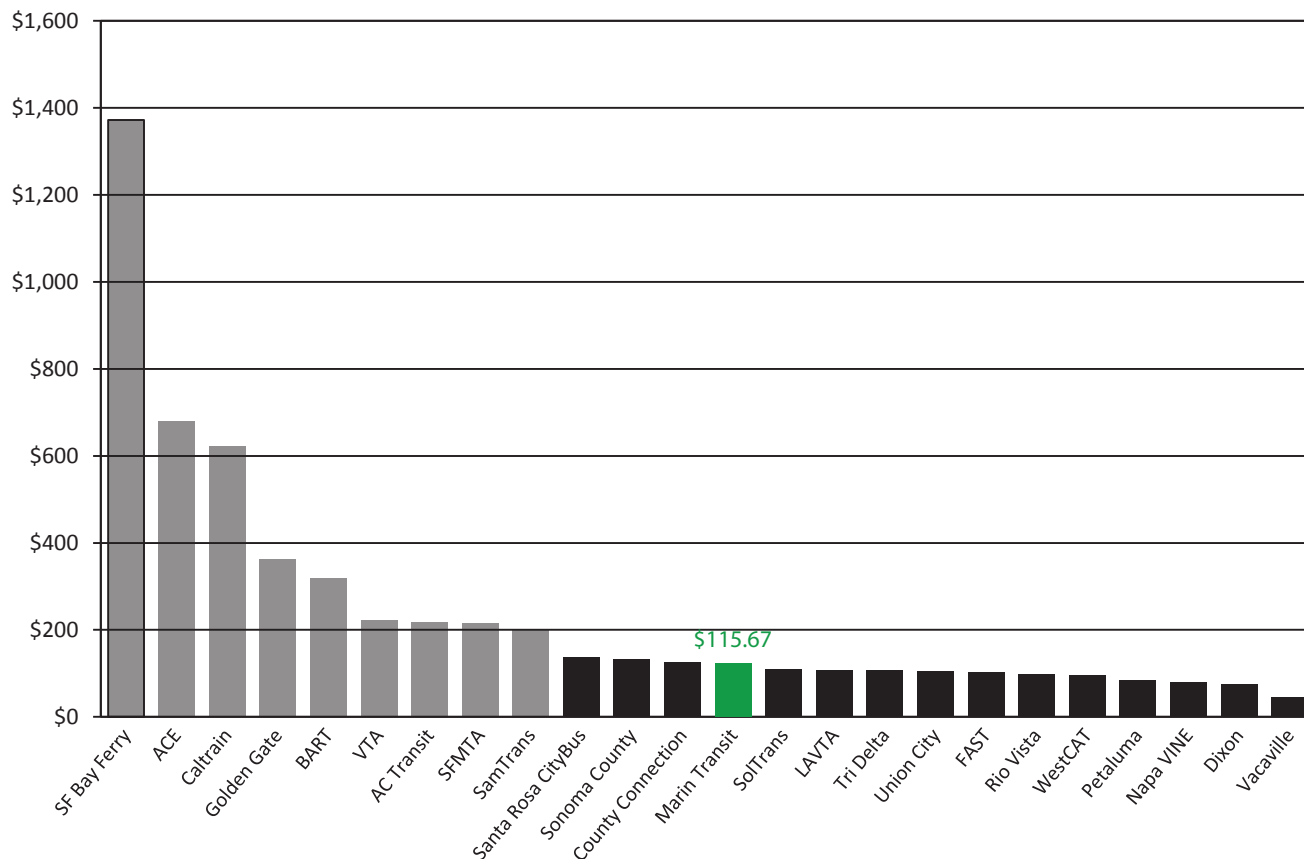
*Data used for the comparative charts include all modes with the exception of paratransit for all operators listed in this summary. Pleasanton is not included in these charts.

Bay Area System - Performance by Operator*

Cost Effectiveness By Operator, FY 2015-16 [Cost/Passenger]



Cost Efficiency By Operator, FY 2015-16 [Cost/Revenue Vehicle Hours]



*Data used for the comparative charts include all modes with the exception of paratransit for all operators listed in this summary. Pleasanton is not included in these charts.



Performance Monitoring Update

Marin Transit Board of Directors

April 2, 2018

- Should productivity and cost effectiveness performance targets be **adjusted** to meet market conditions?
- As there is no impending financial shortfall, should under-performing services be **reduced** to help **improve productivity and cost effectiveness**?
- Should fixed route service be **reallocated** to focus on the most productive markets?
- Should **fares be raised** to increase fare revenue and improve cost effectiveness?
- Should additional **fare incentives** (e.g., fare reductions for frequent riders) be offered to increase ridership and productivity?

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Productivity Targets



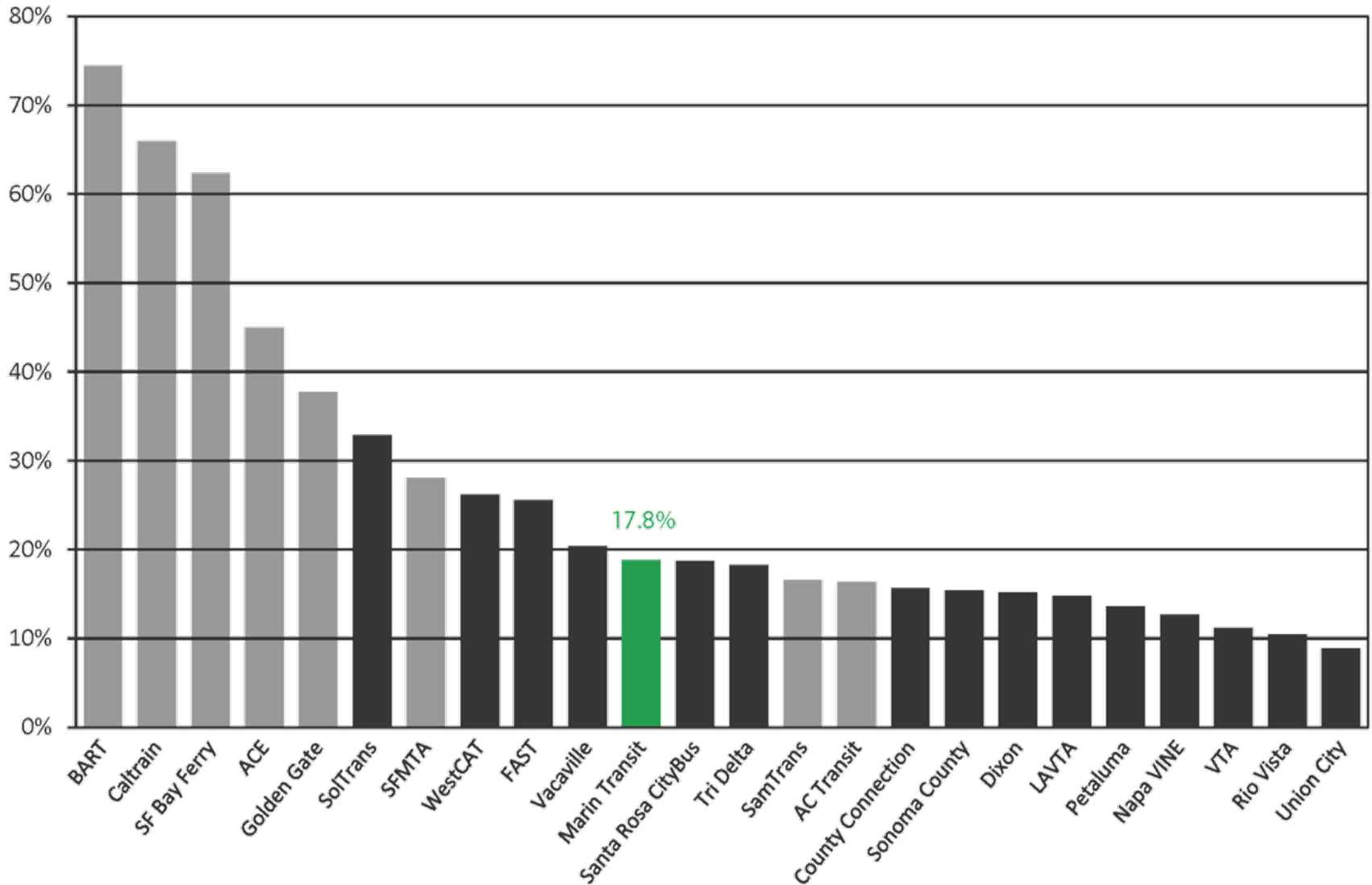
Typology	Routes	Current Productivity Target (minimum)	Current Performance ¹	Proposed Productivity Target (minimum)	Proposed Performance ¹
Local Trunkline	35, 36, 71x	25 passengers/ REV HR	2/3	20 passengers/ REV HR	2/3
Local Basic	17, 22, 23, 23X, 29, 49	20 passengers/ REV HR	0/6	18 passengers/ REV HR	1/6
Local Connector	219, 228, 233, 245 , 251, 257	8 passengers/ REV HR	4/6	8 passengers/ REV HR	4/6
Supplemental	113, 115, 117, 119, 125, 139, 145, 151, 154	20 passengers/ Trip	6/9	20 passengers/ Trip	6/9
Rural	61, 68	4 passengers/ REV HR	2/2	6 passengers/ REV HR	2/2
Recreational	66	25 passengers/ REV HR	1/1	25 passengers/ REV HR	1/1
Demand Response	Local DAR, Novato DAR, Rural DAR	2 passengers/ REV HR	2/3	2 passengers/ REV HR	2/3

Cost Effectiveness Targets



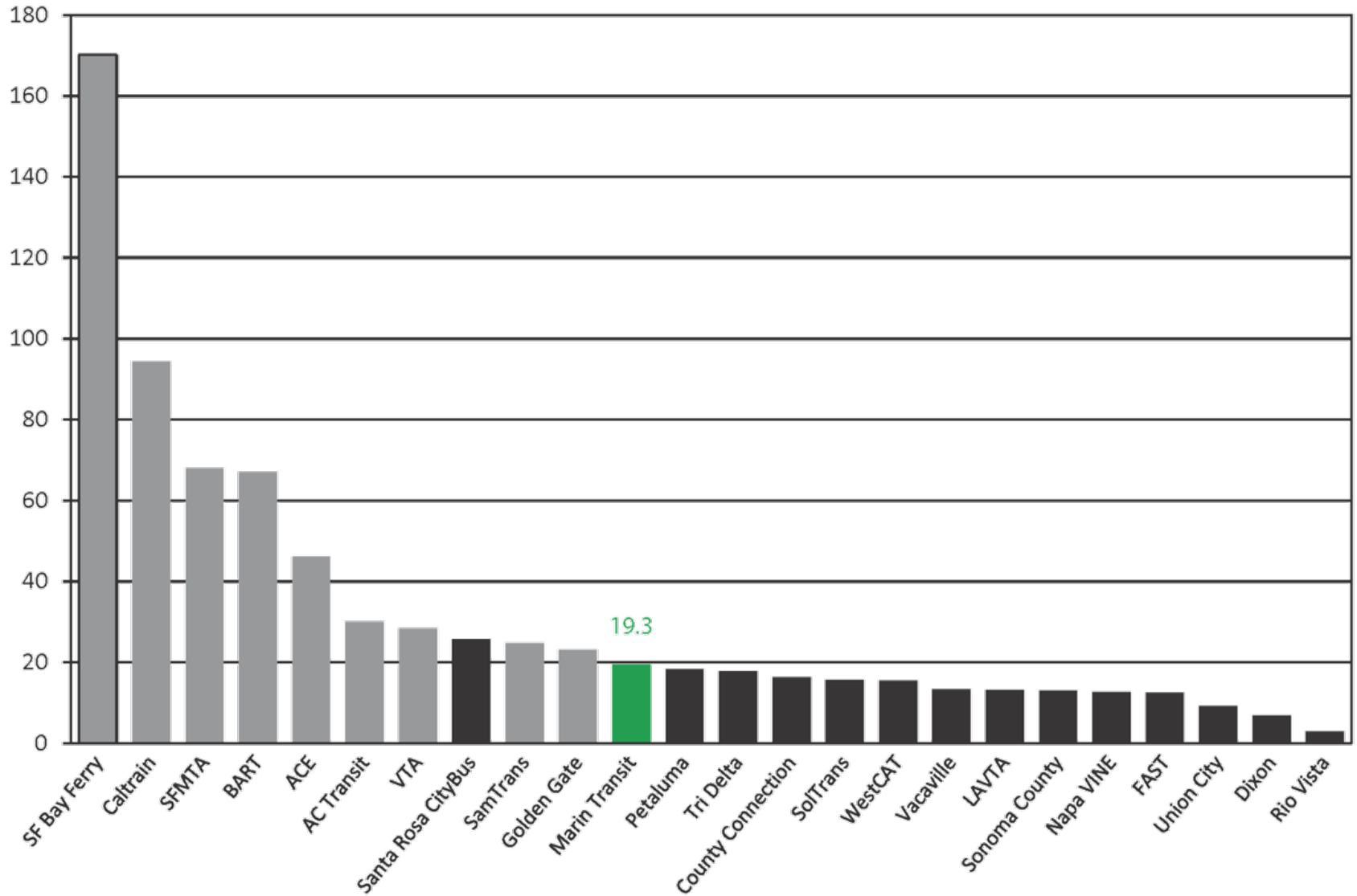
Typology	Routes	Current Subsidy Target (maximum)	Current Performance ¹	Proposed Subsidy Target (maximum) ²	Proposed Performance ¹
Local Trunkline	35, 36, 71x	\$3.00/passenger	0/3	\$4.50/passenger	2/3
Local Basic	17, 22, 23, 23X, 29, 49	\$5.00/passenger	0/6	\$6.50/passenger	3/6
Local Connector	219, 228, 233, 245, 251, 257	\$8.00/passenger	1/6	\$9.00/passenger	4/6
Supplemental	113, 115, 117, 119, 125, 139, 145, 151, 154	\$3.00/passenger	6/9	\$3.00/passenger	6/9
Rural	61, 68	\$12.00/passenger	2/2	\$12.00/passenger	2/2
Recreational	66	\$3.00/passenger	1/1	\$3.00/passenger	1/1
Demand Response	Local DAR, Novato DAR, Rural DAR	\$30.00/passenger	1/3	\$35.00/passenger	3/3

Farebox Recovery Ratio, FY 2015-16 [*Fare Revenues/Cost*]



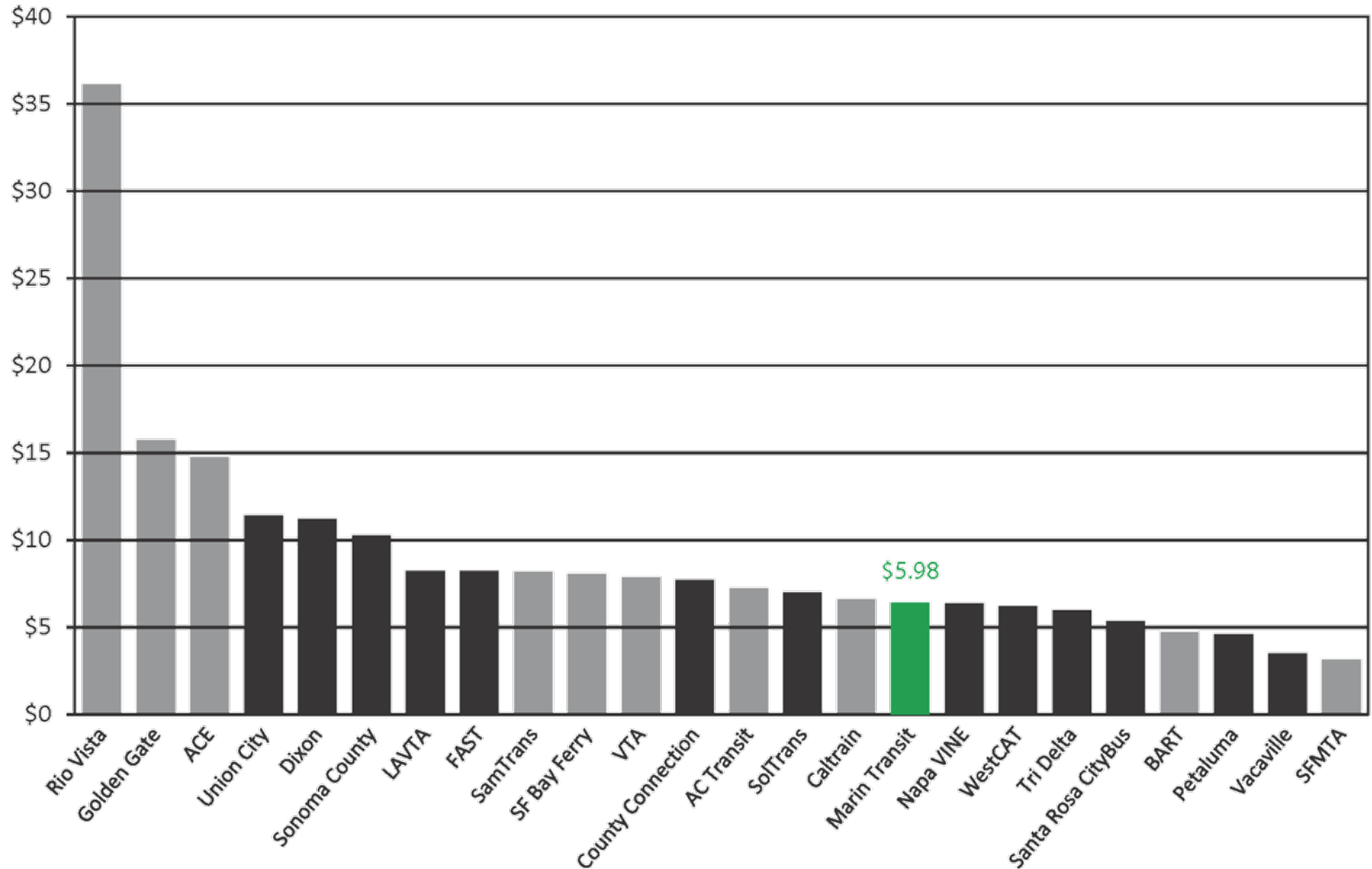
SOURCE: MTC STATISTICAL SUMMARY OF BAY AREA OPERATORS (FY 2016 DATA)

Service Effectiveness, FY 2015-16 [Passenger/Revenue Vehicle Hour]



SOURCE: MTC STATISTICAL SUMMARY OF BAY AREA OPERATORS (FY 2016 DATA)

Cost Effectiveness By Operator, FY 2015-16 [Cost/Passenger]



SOURCE: MTC STATISTICAL SUMMARY OF BAY AREA OPERATORS (FY 2016 DATA)

Service Adjustments



Route	Trips Eliminated	Est. Annual Change in Rev. Hours
Route 22	Weekday: 10:00 PM (Southbound)	-195
	Sat/Sun/Holiday: 7:00 PM, 8:00 PM, 9:00 PM (Southbound)	-260
Route 23x	Weekdays: 9:00 AM, 10:00 AM (Eastbound)	-170
	Weekdays: 6:05 AM (Westbound)	-225
Route 29	Weekdays: 9:30 AM, 6:30 PM, 7:30 PM (Eastbound)	-300
Route 228	Sat/Sun/Holiday: 7:42 PM (Eastbound)	-78
Route 251	Sat/Sun/Holiday: 9:14 PM (Southbound)	-72
TOTAL		-1,300*

* Reallocate hours to routes serving overcrowded Supplemental School Routes

Questions?

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April 2, 2018

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

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supervisor district 2

SUBJECT: Marin Transit Connect On-Demand Transit Pilot Program

Dear Board Members:

RECOMMENDATION: Approve Marin Transit Connect pilot project with a soft launch and a twelve-month pilot period.

SUMMARY: Marin Transit staff request authorization to move forward with Marin Transit Connect, a pilot shared-ride shuttle service that will be available on demand in northern San Rafael. The pilot is designed to increase same-day transportation options for riders with disabilities, increase first and last mile connections to fixed route transit for all riders, and help commuters traveling to jobs in Marin County reach their final destinations. This innovative pilot program will integrate a ride hailing service model with public transportation. Riders can request a ride using a smart phone application or make a simple phone call to request a ride within the service area. Riders will register with a name, phone number, and optional email, and request a ride in real-time along with an estimated pickup time. The Marin Transit Connect app will be powered by VIA's scheduling technology. Riders can download this app from the app store on their smart phone or work with Marin Access Travel Navigators to request a ride.

BACKGROUND:

Planning and Analysis

Emerging mobility services are rapidly offering new opportunities to provide more efficient and attractive transportation services to a variety of markets. These include advances in scheduling and dispatch technology and vehicle design. Marin Transit staff have taken a proactive approach to understand the changing transportation landscape and determine how Marin Transit can best adapt to and leverage these changes. The following is a summary of

previous planning efforts that have identified needs where this technology could support mobility needs.

2010 Senior Mobility Action & Implementation Plan. The 2010 plan was the guiding framework for supporting senior mobility in Marin County and identified the need for “flexible transit services” for seniors who live too far from transit to walk. These needs are supported by the proposed on-demand Connect service.

2013 Job Access Mobility Institute (JAMI) Summary Report. Marin Transit participated in a countywide project that focused on improving access to employment opportunities for low-wage workers. One of the identified concepts is to develop transportation hubs served by high-frequency transit and connected to multi-modal transportation options. One of the primary locations for such a hub is in the Northgate Mall area, which is within the Marin Transit Connect service area.

Marin Access 2016 Strategic Analysis and Recommendations. This analysis provided guidance for developing new programs and improving current services for older adults and ADA consumers, and including more travel options. These include:

- Same-day rides, more direct service, and better time choices;
- More convenient short travel connections to local destinations and fixed route transit services;
- Safe and reliable service in the most challenging topography and roadway infrastructure in the county; and
- Options that provide new riders with attractive alternatives to driving.

Additionally, the study recognized that Marin Access riders are adopting technology and have expressed interest in the benefits technology has to offer for transportation. Advances in technology and increased rates of internet and smart phone use present the opportunity for more seamless experiences and new options for travel. As follow-up actions, the study suggested that staff develop and pilot a new transportation program with input from riders and contractors to address transportation gaps in convenience and coverage for seniors and persons with disabilities. The study also provided an example of working with outside transportation providers (for example, ride-hailing companies or employee shuttle programs) to support first and last mile connections where current services are not meeting these needs.

Marin Transit 2016 and 2018 Short Range Transit Plan (SRTP). The two most recent SRTPs recognize that mobility services are in the midst of radical changes and that transit needs to respond to these changes and take advantage of benefits for congestion relief and transportation for highly transit-dependent populations. There are opportunities for public transit to be part of the solution alongside private and non-profit partners and the District should evaluate partnerships with the private sector to increase and expand mobility. The 2018 SRTP anticipated a partnership to support on-demand mobility within the plan's first year.

Coordination and Funding

In addition to these reports and studies, the District’s partnership with Via and the proposed Marin Transit Connect pilot has been informed by discussions with the private and non-profit sectors as well as peer agencies. Ongoing engagement over the past four years has helped staff to identify opportunities for successful partnerships that can leverage technology and policy changes to improve local transit offerings and serve the mobility needs of all Marin residents. The District has continuously sought out funding to support innovative mobility initiatives.

May 2013: Job Access and Reverse Commute (JARC)-Funded Mobility. Marin Transit received federal funding for a Mobility Management Technology Backbone Project in 2013. This project provided funding to develop an overall systems approach to Marin County's mobility management technology needs and create comprehensive technology functions to facilitate coordination of transportation for low-income residents. From the time of award until recently, District staff searched for a vendor capable of providing suitable software. Following conversations with a variety of vendors, Marin Transit released a Request for Proposals for a comprehensive demand response scheduling software package and associated hardware for the operation of the Marin Access Paratransit program and all Marin Access mobility management programs in November 2016. In April 2017, your Board authorized a contract with TripSpark for Demand Response Scheduling Software and Hardware. As the incumbent vendor, TripSpark offered new features from the previous contract. These features provide Marin Access riders and their support teams more ways to view, schedule, or update existing reservations and increase the efficiency of the call and dispatch center. They consolidate the functionalities of three software suites utilized by Marin Access contractors into one central software package. However, the TripSpark software did not provide the tools to integrate emerging mobility services or dynamically schedule same-day transportation.

April 2015: On the Move Taxi Company closes. Traditionally, the District has relied on and subsidized local taxis to support short local trips and provide a same-day option for riders who are dependent on paratransit. Through the Marin Access Catch-A-Ride program, eligible riders receive either a \$14 or \$18 discount on up to eight one-way trips per month. The services provided are limited by the availability of taxis. Beginning in April 2015, there was a dramatic decrease in ridership when the county's largest cab company, On the Move, went out of business. Following that closure, the one remaining taxi subcontractor instituted "blackout" periods during hours of peak demand. In addition to limited availability and capacity, the taxi industry has found it difficult to operate and maintain wheelchair accessible vehicles to adequately serve all Marin residents.

November 2015: Transportation Network Companies In November 2015, Marin Transit met with Transportation Authority of Marin (TAM) staff to discuss potential partnership opportunities. These included partnering with Lyft to provide scheduled and on demand transportation service specifically for older adults and people with disabilities. Lyft approached Marin Transit about using their coupon codes to provide subsidized rides to our selected users and offered their Concierge tool that allows an agency's representatives to book trips for riders up to seven days in advance through an online dashboard. Staff developed a list of potential benefits and risks to assess partnerships with TNCs such as Lyft and evaluated the opportunity based on those considerations. Considerations included: 1. Labor, insurance, and liability; 2. Data and transparency; 3. Integration with fixed route operations and payment; and 4. Accessibility and equity. In comparing the District's needs and regulatory requirements to the partnership structure that Lyft offered, staff had key concerns that Lyft was unable to resolve.

April 2017: Marin Access Innovation Incubator In 2017, Marin Transit staff revised the Measure B Gap Grant program and reintroduced it as a Mobility Innovation Incubator. The 2017-2018 call for proposals made available up to \$100,000 over the period of two years, open to all interested parties. These included non-profits, community-based organizations, local government agencies, and private firms. The District was looking for projects and programs that required initial seed funding and technical support and addressed gaps in transportation for seniors and people with disabilities. The intent was to identify programs in areas where the District may have expertise though may not be the appropriate entity to operate, implement, or market a particular solution. Chariot, a micro transit company operating in the San Francisco Bay Area,

submitted the second highest scoring application. They proposed operating accessible on-demand transportation, and their proposal advanced to the next round for phone and in-person interviews. Through subsequent meetings, Marin Transit learned that Chariot's proposal required more than seed funding, would be less cost-efficient to operate compared to existing District contracts, and that the service delivery model that Chariot was ready to implement did not meet the needs of the intended population of older adults and persons with disabilities.

April 2017: Section 5310 Formula Grant for the Enhanced Mobility of Seniors and Individuals with Disabilities. Section 5310 funding provides capital and operating support to private non-profit and public agencies for safe, efficient, and coordinated transportation services for seniors and individuals with disabilities for whom public transportation is otherwise unavailable, insufficient, or inappropriate. In 2017, Marin Transit staff applied for 5310 funding to operate accessible same-day service above and beyond ADA-mandated paratransit. Projects were evaluated by a panel consisting of representatives from the Metropolitan Transportation Commission (MTC) Policy Advisory Council, Congestion Management Agencies, Paratransit Coordinating Council, and MTC. Marin Transit's application for operating assistance received the highest average score among all proposals, indicating strong regional support for the program. The grant funding provides a total of \$700,000 over the course of three years.

August 2017: Golden Gate Introduction to Via. Through ongoing meetings and discussions with our partner Golden Gate Transit, Marin Transit was introduced to Via as a potential partner to achieve the goals outlined in previous planning work. Via offered to provide Marin Transit with an opportunity to test the provision of accessible, on-demand service without making a significant investment in new software or having to contract with a new provider to operate the service. On November 20, 2017, your Board authorized the General Manager to enter into a no-fee agreement with NoMad Transit, LLC, a wholly-owned subsidiary of Via Transportation, Inc. to provide a cloud-based technology platform for scheduling and dispatch of on-demand transit service. This agreement enabled staff to work with Via to develop the most appropriate use of the technology for existing or new services within Marin County. On February 26, 2018, your Board authorized the General Manager to purchase four accessible vans to provide the service, through an agreement with Creative Bus Sales. At today's meeting, staff recommends that your Board approve the pilot program to begin in late Spring 2018.

Proposed Pilot Project

The proposed pilot project will be the first on-demand service of its kind for Marin Transit. Developing the project has required significant collaboration with all partners including Via, Whistlestop, the Transportation Authority of Marin (TAM), and stakeholder groups who will benefit from the service (senior facilities, employers, retail centers, etc.). Staff continues to finalize many specifics of the service. These are the basic service parameters that will be incorporated into the pilot project:

Pilot Service Area: Marin Transit Connect will serve an area of Northern San Rafael stretching north to south from Smith Ranch Road/Lucas Valley Road to North San Pedro Road, and east to west from Venetia Valley School/Osher Marin to the western edge of Terra Linda. It includes the Marin County Civic Center, Northgate Mall, Kaiser Hospital, YMCA, and the McInnis Park Golf Center, among other key destinations for Marin residents and visitors. Most exciting for commuters who wish to leave their cars at home, it can serve riders going to and from the Civic Center SMART Station and anywhere in the service zone, including major employers like Kaiser, the County of Marin, and Autodesk. The map in the attached presentation displays the proposed boundaries.

Pilot Service Hours: The initial pilot program will be available weekdays between 7 am and 7 pm. Based on demand, the service could be expanded to weekends during the course of the pilot.

Pilot Fares: The proposed one-way fare for the service is \$4.00. Discounted fares will be considered for certain riders including ADA eligible and low-income senior riders. Free ride incentives will provide incentives for riders to try the service while enabling staff to capture data and survey riders to identify improvements. The District is exploring additional fare incentives for frequent riders that may include transfer agreements to the fixed route network and integration with employer-sponsored programs.

Drivers and Vehicles: The pilot program will be operated under the existing terms and rates of the paratransit service contract with the Marin Senior Coordinating Council (Whistlestop). The program will use Marin Transit's four new accessible vans that will accommodate any of the following configurations: seven ambulatory passengers; one wheelchair passenger and five ambulatory passengers; or two wheelchair passengers and three ambulatory passengers.

Implementation Timeline

Staff have been collaborating with Via and Whistlestop to meet the milestones necessary for a launch in late Spring. The service will be tested for an initial trial period so that the District and its partners can work out any initial issues and ensure delivery meets expectations before conducting an outreach and marketing campaign to potential riders. At full scale, the service will operate four vehicles during the peak and two vehicles during off-peak.

Key Milestones	
May and June 2018	Two-month pre-pilot soft launch (promotional period) <ul style="list-style-type: none"> ▪ Targeted marketing to key riders ▪ Solicit initial feedback and make updates to app configurations
July 2018	Full service launch <ul style="list-style-type: none"> ▪ Expanded marketing ▪ Expanded service hours ▪ Introduce fares
January 2019	Six-month evaluation
March 2019	Board recommendation

Project Evaluation

The Marin Transit Connect pilot is an exciting opportunity for the District to test a transit service that could efficiently meet unmet needs of multiple markets and be more attractive for riders. The goal of the pilot is to gain experience with dynamic on-demand scheduling software and understand how it serves or does not serve the markets identified below. To achieve this, staff will monitor productivity (passengers per revenue hour) and cost-effectiveness (subsidy per passenger) as well as key service metrics (passengers per hour and subsidy per passenger)

and compare them to Marin Transit's other services. In addition to evaluating the service's performance, the District also plans to capture external measures such as customer satisfaction, the number of new transit riders, and the number of trips that would have been made using other Marin Transit services.

Market	Objectives
1. Paratransit Riders	<ul style="list-style-type: none"> ▪ Better understand same day paratransit opportunities and service delivery model ▪ Improve transit options for conditionally eligible paratransit riders
2. Commuters traveling from outside of Marin	<ul style="list-style-type: none"> ▪ Reduce number of drive alone commuters
3. Northern San Rafael residents and commuters	<ul style="list-style-type: none"> ▪ Improve first and last mile connectivity between Northern San Rafael residential neighborhoods and transit corridors ▪ Test delivery method for more effective/productive neighborhood shuttle

Via staff will assist in monitoring performance during the launch and throughout the pilot. They will be available to make changes to the configuration of both the rider and driver apps if necessary. As part of the proposed budget for the pilot, staff proposes to engage a consultant to develop benchmarks and data collection tools and to independently evaluate the service throughout the first year. Based on this evaluation, staff will provide a recommendation to your Board on whether to continue the service. If service is intended to continue beyond the initial year, staff will perform the required steps to formalize the service, including a Title VI assessment.

FISCAL/STAFFING IMPACT: The Marin Transit Connect pilot project consists of a soft launch of up to two months and a twelve-month pilot period. The District's FY2017/18 budget included costs for launching this service in the Marin Access budget as "Same Day Accessible" service. The ongoing operation is in the District's SRTP financial plan. If approved, the pilot service costs will be included in the FY 2018/19 Budget.

Operations costs for the service are based on the Whistlestop Contract service rates and estimated fuel prices. Other costs associated with service include: scheduling, marketing, technology fees, staff time, and consultant support for service evaluation. Via, the software partner, is waiving the software licensing fees for the pilot period. Estimates for the technology fees are included in the ongoing service operation costs. While scheduling will primarily be done with the Via smart phone app, Marin Transit will provide phone-based scheduling through schedulers under the District's Travel Navigator program. Staff has estimated the costs for this service, and the full Travel Navigator contract is anticipated to come to your Board for approval in May 2018.

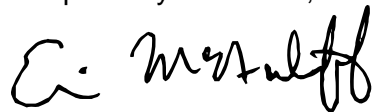
The table below shows estimated operating costs for the soft launch, the twelve-month pilot period, and ongoing annual operating costs. The total costs for the soft launch and the twelve-month pilot is \$901,300.

Estimated Operations Costs and Revenues

	Soft Launch (up to two months)	12 Month Pilot	Ongoing Annual Operating Costs (only if pilot is continued)
<i>Paid Hours</i>	1,831	10,988	10,988
<i>Projected Ridership</i>	9,157	54,940	54,940
Contract Service Costs	\$66,184	\$719,115	\$731,082
Scheduling	\$0	\$20,000	\$20,000
Evaluation Cost	\$0	\$25,000	\$5,000
Marketing	\$15,000	\$8,000	\$4,000
Staff Time	\$16,000	\$32,000	\$32,000
Software Licensing	\$0	\$0	\$20,000
Total Estimated Cost	\$97,184	\$804,115	\$812,082
Estimated Fares	\$0	\$219,760	\$219,760
Federal Grant Funds	\$25,000	\$337,500	\$337,500
Measure B Funds	\$72,184	\$226,853	\$234,822
Subsidy per Passenger	\$10.61	\$10.27	\$10.42

The project will be funded with federal grants, fare revenue, and Marin County Vehicle Registration Fees (Measure B). Marin Transit received \$700,000 Federal Transit Administration (FTA) Section 5310 grant for the operation of same day accessible service. These funds will be used for operations over a two to three-year period. Fares are anticipated to be \$4 per trip and will offer discounts for passengers transferring to or from other transit services. Marin Transit will use promotions, such as free trips during the soft launch, to attract riders and market the new service.

Respectfully submitted,



Erin McAuliff
Senior Transportation & Mobility Planner

Attachment: Marin Transit Connect Presentation



Marin Transit Connect

Marin Transit Board of Directors

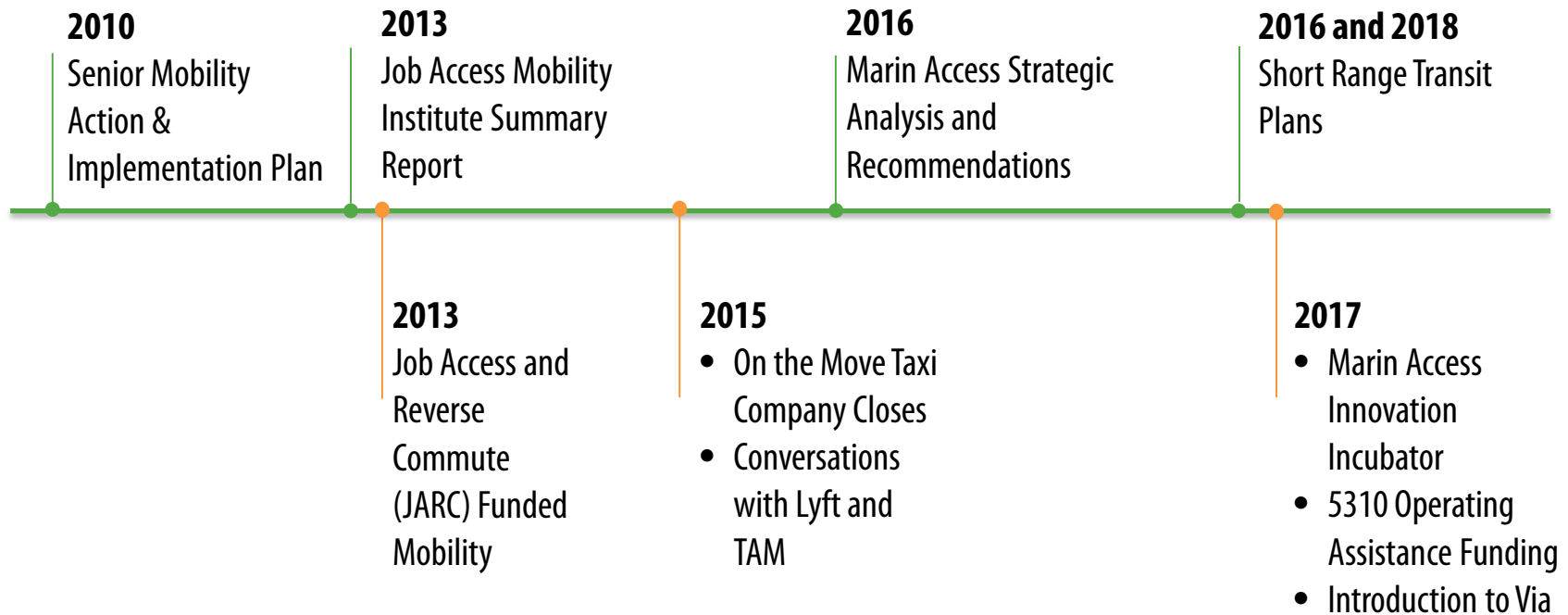
April 2, 2018



- Provide more same day options for riders with disabilities
- Increase first and last mile connectivity to existing fixed route transit for all riders
- Help commuters traveling to jobs in Marin County reach their final destinations



Planning



Funding

- Cloud-based technology platform for scheduling & dispatch of shared ride on-demand transit service
- Riders can use a smartphone application or make a phone call to request a ride
- Travel Navigators will provide assistance to users who would like to set up an account without a smartphone and also assist with ride requests made over the phone





+



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Request ride by phone call or smart phone app

Track your ride

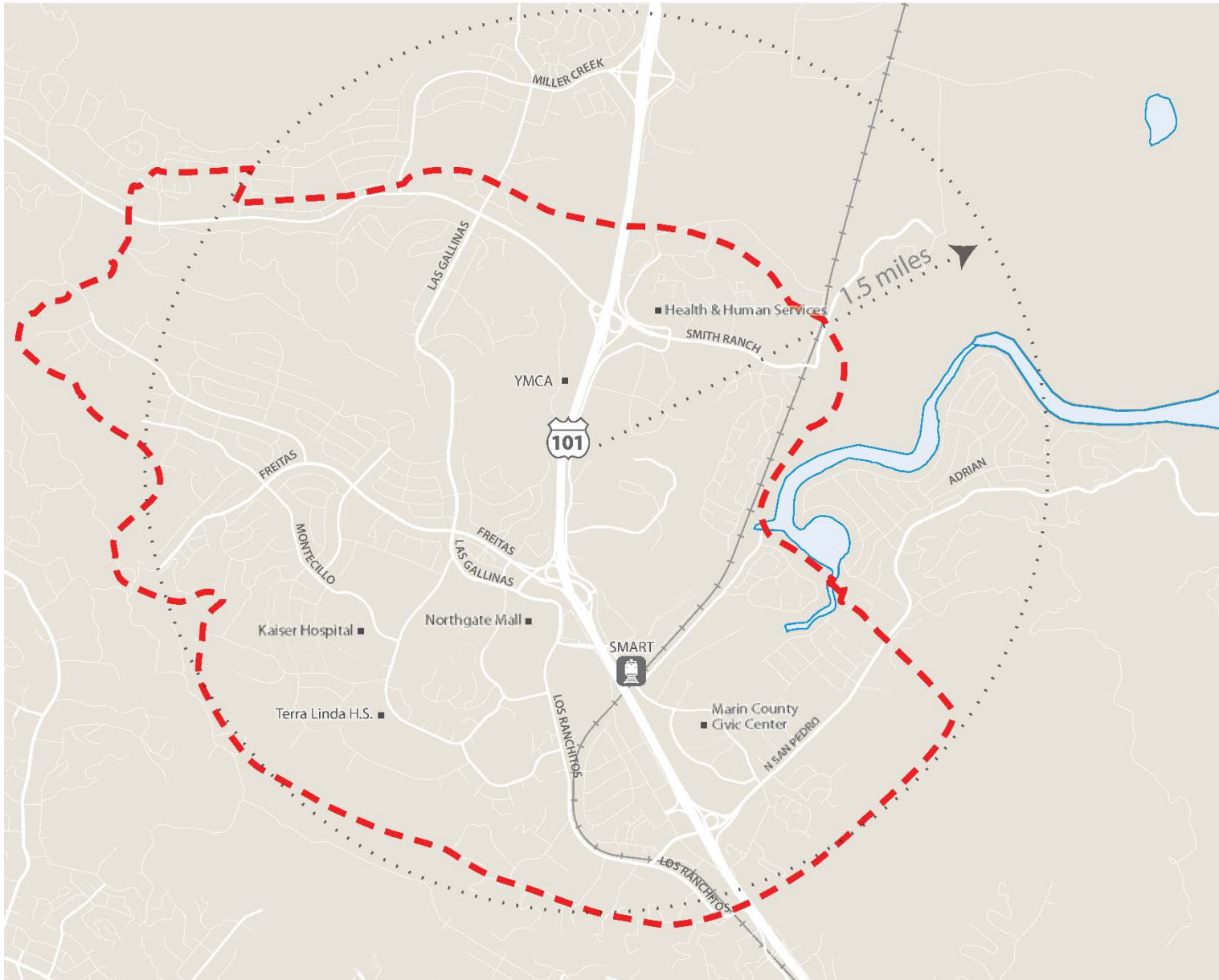
Accessible to anyone

Service Characteristics



	Paratransit	Fixed Route	Dial-A-Ride	TNCs (Uber, Lyft, Chariot)	Marin Transit Connect
Drivers drug tested and trained to proficiency	X	X	X	X	X
Wheelchair accessible	X	X	X	X	X
Open to the general public		X	X	X	X
Available without advance reservation		X		X	X
Subscription trips available	X		X	X	X
Curbside pickup/dropoff	X		X	X	X

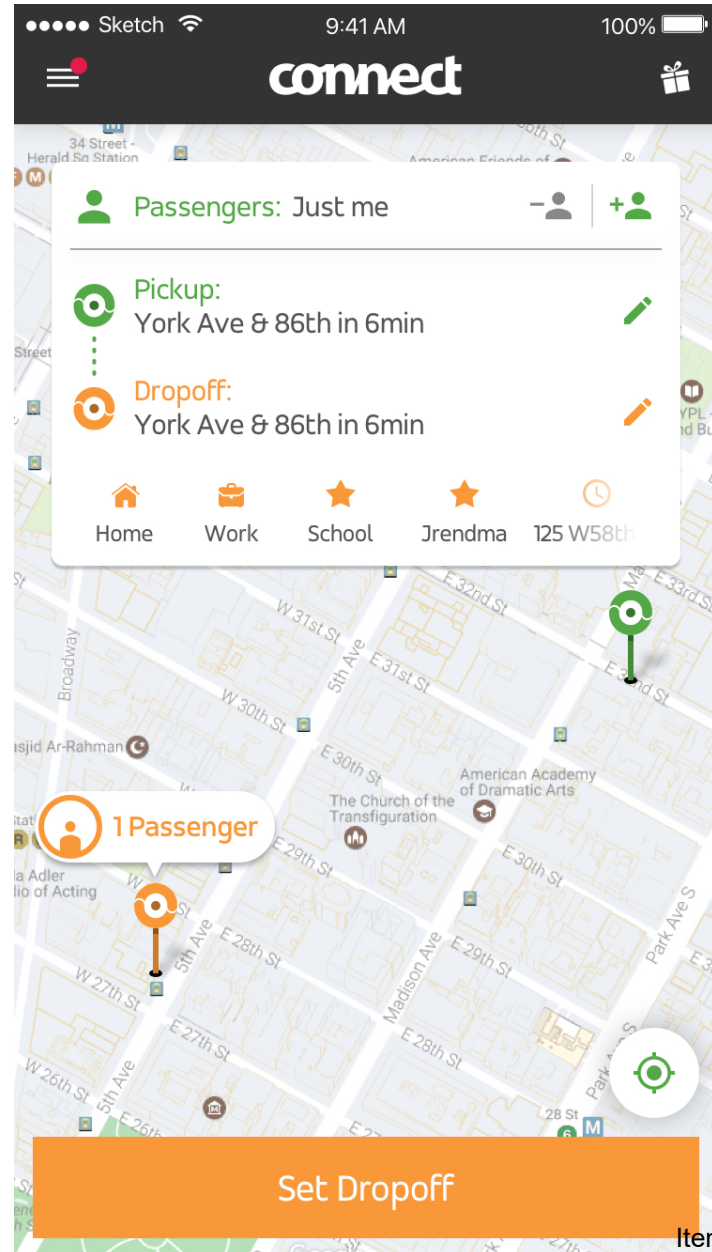
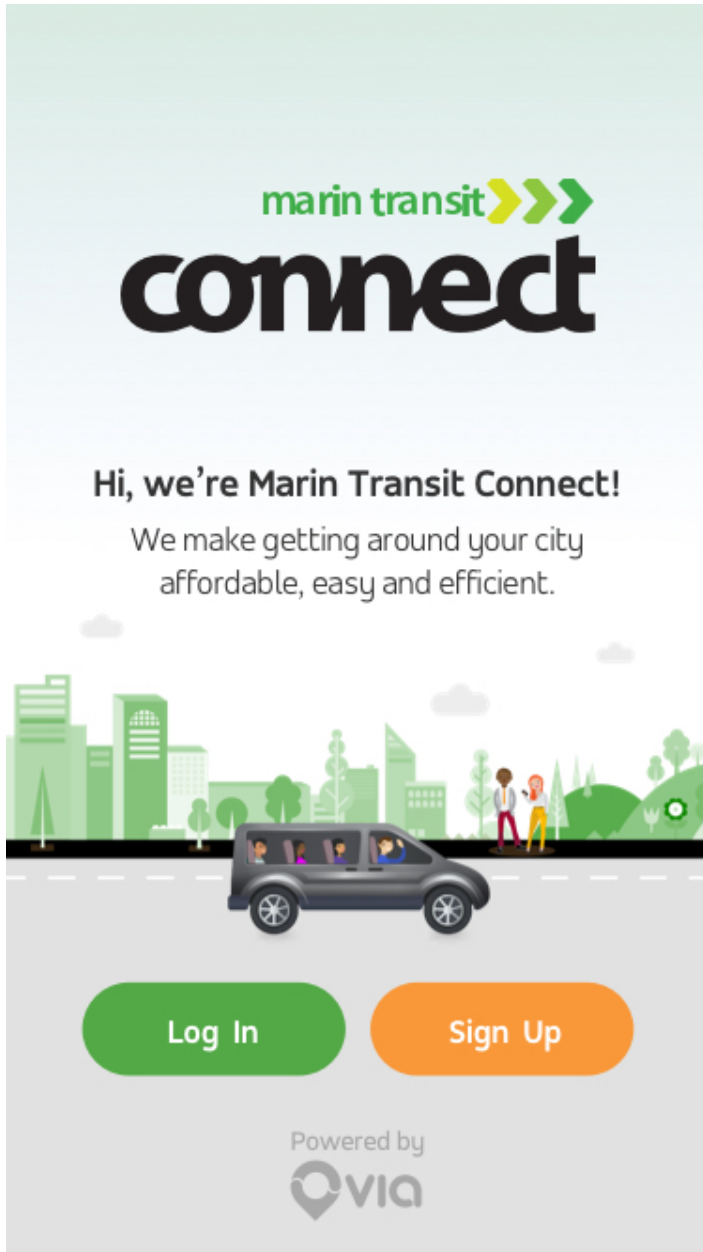
Proposed Service Area in Northern San Rafael



Ford Transit – Medium Roof

219







Service Design

- December 2017 – April 2018



Operations Plan and Training

- April - May 2018



Marketing and Information

- Soft Launch: Late Spring 2018
- Full Launch: July 1, 2018



Monitoring and Evaluation

- Six-Month Evaluation: January 2019
- Recommendation to Board: March 2019

Questions?

Erin McAuliff

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