

Request for Proposal

for

OPERATION AND MAINTENANCE OF MARIN TRANSIT FIXED ROUTE PACKAGES 1 AND 2 SERVICE

for



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Service Requested:	Operation and Maintenance of Fixed Route Transit Service Package 1: Local Connector and Local Basic Service Package 2: Rural, Supplemental, Recreational, and Partnership Service
Number of Contracts:	Two (2) - with option for a single combined contract
Estimated Annual Rev. Hrs:	104,950 (Package 1: 74,950) (Package 2: 30,000)
Duration:	3 Fixed and 2 Option Years
Funding Source:	Marin County Measure A/TDA 4.0/FTA/Other
Date Issued:	November 17, 2017
Pre-Proposal Meeting	December 6, 2017
Deadline for Questions Regarding this RFP:	December 15, 2017
Proposals Due:	December 22, 2017
Interviews:	Week of January 2, 2018
Award:	January 29, 2018

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MARIN TRANSIT REQUEST FOR PROPOSALS

MAINTENANCE AND OPERATION OF MARIN TRANSIT FIXED ROUTE SERVICE (Packages 1 & 2)

SECTION 1 – GENERAL INFORMATION

INTRODUCTION

Marin Transit requests proposals from qualified firms to provide fixed route service under two service package contracts. Package 1 service is for the operation and maintenance of Marin Transit’s six Local Connector routes and two Local Basic routes. Package 2 is for the operation and maintenance of 13 routes comprising Marin Transit’s Rural, Supplemental School, Recreational, and Partnership services. Marin Transit will be accepting proposals to operate Package 1, or Package 2, or a third option to operate both Packages 1 and 2. However, proposals to operate a combined Packages 1 and 2 together must include the willingness and cost to operate each Package as a stand-alone bid.

PACKAGE 1 SERVICE

The Package 1 service includes Marin Transit’s Local Connector routes 219, 228, 233, 245, 251, and 257 and Local Basic routes 22 and 49, which operate a total of 74,950 annual revenue hours. These services are currently provided by 24’ cutaway vans and 30’/40’ transit buses. The Contractor will be expected to provide an adequate operating and maintenance facility to operate the current service.

PACKAGE 2 SERVICE

Package 2 service includes Marin Transit’s Rural Stagecoach routes 61 and 68, Supplemental School routes 113, 115, 117, 119, 125, 139, 145, 151, and 154, Recreational Muir Woods Shuttle route 66, and Partnership route 122. The Package 2 service described in this RFP is currently provided by 28’ and 32’ cutaway vans, 30’ and 35’ transit buses. The Contractor will be expected to provide an adequate operating and maintenance facility to operate the current service and any possible expansion of the program as outlined in the following scope of services.

Proposals must be received by 3:00 p.m., December 22, 2017. The contract period for both Packages 1 and 2 will be for three (3) years beginning on July 1, 2018 and ending on June 30, 2021 with the possibility of up to two (2) optional annual extensions to June of 2023.

The following request for proposals describes Marin Transit and the specific service requested under this RFP, including the proposal requirements, the submittal procedures, the selection process, and the scope of work for the contract.

OVERVIEW OF MARIN TRANSIT

The Marin County Transit District (Marin Transit) was formed by a vote of the people of Marin County in 1964 and was given the responsibility for providing local transit service within Marin County. Although Marin Transit has responsibility for local transit services, it does not own any facilities and does not employ its own operators. Instead, Marin Transit contracts with public, private, and nonprofit providers for local bus and paratransit services. Current contractors include Golden Gate Transit, Marin Airporter, MV Transportation, and Whistlestop Wheels.

Prior to Golden Gate Transit’s major fixed route service restructuring in November 2003, the primary responsibility of Marin County’s Transit District was to manage and administer the paratransit contract for both local and regional paratransit services in Marin County. For fixed route services, Marin Transit was a “pass through” agency providing funds for local services managed by Golden Gate Transit. With the 2003 service restructuring, Marin Transit took on increasing responsibility for the planning, scheduling, outreach, oversight, and management of local fixed route transit services throughout the County.

In 2004 the voters approved Marin County’s ½ cent sales tax increase, Measure A, which enabled Marin Transit to utilize dedicated local funding to support and expand its local bus and rural stagecoach programs and introduce its community shuttle program.

SERVICE DESCRIPTION

Package 1 Service Area Characteristics and Route Descriptions

This Request for Proposal solicits proposals to deliver Marin Transit’s Local Connector and Local Basic service, which currently provides community-based services in 24’ cutaway vans and 30’/40’ transit vehicles. Cutaways are most appropriate for operations on the Local Connector routes and transit vehicles are most appropriate on the Local Basic routes, however, most routes can use either vehicle type.

The Local Connector services are offered in lower density areas with less supportive transit land use patterns or areas where larger bus capacity is not warranted. These services rely on good transfer opportunities to the Local Trunkline and Local Basic Services for travel outside the community. The Local Basic Services are operated along many of the County’s arterial corridors with transit-supportive land use patterns with an emphasis on providing more extensive coverage of transit services.

The chart below provides detail on each of the proposed routes to be operated under the contract awarded as the result of this proposal for Package 1. This chart should be considered as illustrative as Marin Transit reserves the right to shift, increase, and decrease services as defined elsewhere in this document. Current schedules and additional information can be found on the District’s website at www.marintransit.org.

Table 1: Package 1 Span of Service and Frequency

Type	Route		Service Span		Frequency		Annual Rev Hrs
			Weekdays	Weekends	Weekdays	Weekends	
Local Basic	22	San Rafael-Marin City	6:00 am-10:55 pm	7:00 am-9:55 pm	30-60 min	60 min	15,850
Local Basic	49	San Rafael- Novato	6:11 am-9:01 pm	7:15 am-10:55 pm	30-60 min	60 min	15,600
Local Connector	219	Tiburon Shuttle	6:18 am-9:05 pm	7:43 am-7:58 pm	30 min	30 min	6,400
Local Connector	228	Fairfax-Manor Shuttle	6:30 am-8:25 pm	6:42 am-8:25 pm	60 min	60 min	10,500
Local Connector	233	Santa Venetia Shuttle	6:24 am-7:28 pm	7:24 am-5:55 pm	60 min	60 min	4,400
Local Connector	245	Smith Ranch Shuttle	7:00 am-6:55 pm	7:00 am-6:55 pm	60 min	60 min	4,400
Local Connector	251	Novato Shuttle	6:35 am-8:56 pm	8:01 am-9:54 pm	60 min	60 min	10,000
Local Connector	257	Indian Valley Campus Shuttle	6:01 am-10:25 pm	no service	60 min	no service	7,800
Total							74,950

Package 1 Historical Service Data

The table below show passenger trips, revenue hours, and revenue miles for Package 1 routes over the last three fiscal years.

Table 2: Package 1 Historical Performance

Year	Passenger Trips	Revenue Hours	Revenue Miles
FY 2015	687,576	50,366	724,992
FY 2016	686,240	51,694	732,949
FY 2017	831,979	74,539	830,855

Package 2 Service Area Characteristics and Route Descriptions

Marin Transit’s Rural, Supplemental School, Recreational, and Partnership services are currently provided in 24’ and 32’ cutaway vans, and 30’ and 35’ transit vehicles. All transit vehicles can be shared between the Supplemental, Partnership, and Recreational services. Rural services are operated in the cutaway vans and 30’ transit vehicles.

The Rural Stagecoach services are designed to connect the lowest density and more remote areas of the Marin County in West Marin with the more populous eastern portion of the County, for recreation, employment, and education trips as well as tourist trips.

The Supplemental School routes augment Marin Transit’s fixed route system by better serving public high schools and select middle schools in Marin County. The Partnership Route 122 is a joint funded partnership service between the College of Marin and Marin Transit to provide more direct transit service for students. These routes operate an average of 175 days annually and only operate when school is in session.

The Recreational Muir Woods Shuttle is a unique seasonal service provided jointly by the National Park Service and Marin Transit to reduce visitor automobile traffic along the narrow and easily congested roadway to and from Muir Woods. Starting January 20, 2018, this service will operate all weekends and holidays and also operate daily service during an eight-week period in mid-summer when school is not in session.

The chart below provides detail on each of the proposed routes to be operated under the contract awarded as the result of this proposal for Package 2. This chart should be considered as illustrative as Marin Transit reserves the right to shift, increase, and decrease services as defined elsewhere in this document. Current schedules and additional information can be found on the District’s website at www.marintransit.org.

Table 3: Package 2 Span of Service and Frequencies

Type	Route		Service Span		Frequency		Annual Rev Hrs
			Weekdays	Weekends	Weekdays	Weekends	
Rural	61	South Route	6:55 am-8:00 pm	8:20 am-10:05 pm	8 trips	16 trips	5,800
Recreational	66	Muir Woods Shuttle	6:18 am-9:05 pm	7:43 am-7:58 pm	30 min	10-20 min	6,400
Rural	68	North Route	6:16 am-10:40 pm	7:16 am-11:55 pm	60-120 min	60-120 min	10,700
Supplemental	113	Redwood HS	7:16 am-3:47 pm	-	3 trips	-	130
Supplemental	115	TAM HS	7:20 am-3:59 pm	-	5 trips	-	450
Supplemental	117	Hall MS/Cove School/Neil Cummins ES	7:41 am-3:54 pm	-	6 trips	-	490
Supplemental	119	Redwood HS	7:04 am-3:47 pm	-	5 trips	-	730
Partnership	122	College of Marin Express	8;15 am-2:55 pm	-	30 min	-	3,200
Supplemental	125	Sir Francis Drake HS	7:05 am-5:10 pm	-	4 trips	-	620
Supplemental	139	Terra Linda HS	7:02 am-4:25 pm	-	2 trips	-	230
Supplemental	145	Terra Linda HS	7:20 am-4:10 pm	-	2-3 trips	-	170
Supplemental	151	San Marin HS/San Jose MS	6:59 am-4:18 pm	-	4-5 trips	-	720
Supplemental	154	Sinaloa MS/San Marin HS	7:33 am-3:22 pm	-	3 trips	-	360
Total							30,000

Package 2 Historical Service Data

The table below show passenger trips, revenue hours, and revenue miles for Package 2 routes over the last three fiscal years.

Table 4: Package 2 Historical Performance

Year	Passenger Trips	Revenue Hours	Revenue Miles
FY 2015	402,187	23,839	385,259
FY 2016	480,805	27,692	430,210
FY 2017	434,849	26,148	411,387

Route Calendars

Table 5 shows Marin Transit Holiday service for Local Basic, Local Connector and Rural Stagecoach Service. Supplemental and Partnership services operate based on the primary school they are scheduled to serve and typically operate 175 days annually. Recreational Route 66 (Muir Woods Shuttle) operates year round on weekends and holidays and weekdays during an eight week period between mid-June and mid-August. This weekday schedule corresponds to date when the Supplemental routes are non-operational due to Summer break.

Table 5: Holiday Schedules

Holidays	Local Connector & Local Basic	Rural Stagecoach (61 and 68)
Presidents' Day	Holiday	Holiday
Memorial Day	Holiday	Holiday
Independence Day	Holiday	Holiday
Labor Day	Holiday	Holiday
Veterans Day (observed)	Regular	Holiday
Thanksgiving Day	Holiday	Holiday
Day After Thanksgiving	Holiday	Holiday
Christmas Day	Holiday	Holiday
New Year's Day	Holiday	Holiday
Martin Luther King Day	Regular	Holiday

Fare Structure

Marin Transit accepts cash fares, passes, transfers, and some special tickets through a GFI Odyssey validating farebox. The Contractor will be responsible for the sale of Marin Transit daily passes on-board the vehicles through the farebox, but will not be responsible for the sale of Marin Transit’s 7-Day or 31-Day passes. The San Francisco Bay Area regional electronic fare collection system, Clipper, is installed on all Package 1 and 2 vehicles and accepted on all services except the Muir Woods Shuttle. The Contractor will not be responsible for the sale of Clipper cards.

Regional fares are also accepted on Package 1 and 2 services and are good for transfer to Golden Gate Transit bus and ferry service outside the County. The appropriate local or regional transfers are to be issued to passengers at the time of boarding.

Fares are set by Marin Transit and may change during the life of the contract. Complete information on Marin Transit’s fare structure and pass programs and the Clipper program can be found at <http://www.marintransit.org/fares.html>.

CAPITAL EQUIPMENT AND FACILITIES

All vehicles provided for service by the District are equipped with bicycle racks that can carry up to two bicycles and support two wheelchairs. Additionally, all vehicles are equipped with automatic passenger counters and automatic vehicle locators that provide riders with real-time passenger information online or via text messages. They also have GFI registering fareboxes, on-board Seon digital mobile video surveillance camera, Clipper Card readers, and electronic destination headsigs. See Attachment B for detailed inventory of revenue fleet and equipment.

Package 1 Vehicle Inventory

The Local Connector service will require an estimated 12 vehicles and the Local Basic service an estimated 11 vehicles to operate for a total of 23 vehicles. This includes 19 revenue vehicles plus four spares during peak pull-out (weekday). The table below shows a summary of the current fleet assigned to these services. This list should be considered as representative of the available fleet as the actual fleet

make-up could change prior to service start-up. For a detailed inventory of the revenue fleet see Attachment B.

Table 6: Local Connector and Local Basic Service Vehicle Summary

Vehicle Type	Year	Quantity	Length	Fuel
El Dorado Cutaway Van	2008	1	24’	Gas
El Dorado Cutaway Van	2011	1	24’	Gas
Cutaway Van	2013	9	24	Gas
El Dorado Cutaway Van	2016	1	24’	Gas
Gillig Transit Bus	2015	4	30’	Hybrid
Gillig Transit Bus	2015	7	40’	Hybrid

Package 2 Vehicle Inventory

The Rural, Supplemental School, Partnership, and Recreational service require an estimated 19 vehicles to operate collectively. This includes 15 vehicles for peak pullout during school weekdays with a four vehicle spare and an estimated 17 vehicles during summer peak weekends with two spares. This list should be considered as representative of the available fleet as the actual fleet make-up could change prior to service start-up. For a detailed inventory of the fleet see Attachment B.

Table 7: Rural, Supplemental School, Partnership, and Recreational Service Vehicle Summary

Vehicle Type	Year	Quantity	Length	Fuel
El Dorado Cutaway Van	2012	3	29’	Gas
El Dorado Cutaway Van	2012	1	32’	Gas
El Dorado Cutaway Van	2015	2	29’	Gas
El Dorado XHF	2008	2	35’	Diesel
El Dorado XHF	2011	3	35’	Diesel
El Dorado XHF	2012	5	35’	Diesel
El Dorado XHF	2015	1	30’	Diesel
El Dorado XHF	2017	2	30’	Diesel

Vehicle Storage

When not in revenue service, all revenue vehicles will be stored in a secure area that is fenced and well-lit with appropriate security. Any exceptions must be approved by Marin Transit.

Vehicle Fueling Plan

Currently, all Package 1 vehicles are fueled at the Marin County Civic Center Fleet facility that is equipped with both unleaded and diesel fuel. Package 2 vehicles are fueled both on-site at the contractor facility and at a commercial fueling location. Marin Transit’s preference is that Package 1 and 2 vehicles all be fueled at the Marin County Civic Center. However, depending on the location of a proposer’s facility, proximity to the service area, or proposed available personnel to fuel vehicles, proposers may elect to fuel at locations other than the Marin County Civic Center. Should proposers choose to fuel at locations other than the Marin County Civic Center, a detailed rationale is to be included in their proposal’s Vehicle Fueling Plan. The fuel cost under this scenario will be paid directly by

Marin Transit, minus any surcharges or mark-up, and should not be included in the proposed hourly costs.

Radio Communications System

The Contractor will maintain a two-way communication system (either by a radio base station and radios or cell phones or other technology) to support vehicle operation that allows instantaneous communication between operator and dispatcher and operator to operator. The Contractor will provide equipment for radio communication. In addition, the Contractor will provide Marin Transit staff with comparable radio communication equipment to monitor service operations. Dispatch support with radio communications shall be provided for all hours that Marin Transit vehicles are in revenue service operation.

Marin Transit has equipped all Package 1 and 2 vehicles with an Automated Vehicle Location (AVL) system developed by Syncromatics, (see Attachment C for AVL MDT specifications sheet). A feature of the AVL system allows for non-voice communication, through on-board Mobile Data Terminal's (MDT's), between dispatch and drivers. This system can be used as a secondary form of communication with operators and Marin Transit encourages the use of the system as such.

Marin Transit is member of the Marin Emergency Radio Authority (MERA), which operates and maintains a digital voice radio system with dedicated FCC licensed radio channels for Marin County's public safety entities. As a member of MERA, Marin Transit has individual hand-held radios and can communicate with first responders in the event of emergencies. The contractor(s) for Package 1 and 2 will be provided a MERA radio to be kept at all times in dispatch in order to communicate between Marin Transit and Marin County's emergency operations center during an emergency.

Bus Advertisement

If Marin Transit develops a bus advertising program, the Contractor will be required to allow advertising on all vehicles. All revenue generated from bus advertising will belong to Marin Transit. Contractor is prohibited from advertising on vehicles without the consent of Marin Transit.

Return of Vehicles

Upon termination or completion of the contract term, 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. In addition to vehicles this requirement also applies to: bicycle racks; fareboxes (installed units, spare units, and parts inventory); farebox portable data unit and audit unit; Clipper equipment (installed units and spare units), and any other Marin Transit provided equipment.

Marin Transit may contract with a qualified, third-party vehicle inspection firm to assist in the vehicle turnover inspection process. The third-party inspector will conduct individual inspections on each vehicle (within its last preventive maintenance cycle) prior to the return of the vehicle to Marin Transit. 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.

Refer to Fixed Route Contract for additional end of contract requirements and responsibilities (Attachment I)

Facilities

The Contractor will provide an adequate facility for supporting the operation and maintenance of bus services provided under this contract. The facility will include (but not be limited to) a paved parking lot, inside garage with ability to access underneath the vehicle (bus lift preferred), 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 Contractor will be responsible for obtaining and complying with all required building, occupancy, or other governmental permits and must abide by OSHA safety standards. Marin Transit will approve maintenance and storage locations.

Marin Transit prefers that Proposers have a facility(ies) in the same geographic area as the service they are proposing to operate to allow for minimal deadhead mileage. Marin Transit has established as a goal an average of fifteen (15) miles distance between the Proposer's facility and the start of the farthest route within the service area. If multiple facilities are proposed to be acquired and used for services outlined in this RFP, the contractor will indicate how these facilities will be utilized and what actions will

be taken to acquire these sites prior to the start of service. Any leased property for the operation and maintenance of service will require the lease to be assigned to Marin Transit as a lessee on such property agreement upon execution of this contract.

Facility(ies) must be equipped with a computer and sufficient internet data communications to support at a minimum access to Marin Transit's web based data management system licensed through TransTrack. The facility may have to accommodate one of two wireless communication systems (e.g. antennae, router, computer connection, etc.) necessary to download and upload Clipper data. The Marin County Civic Center facility is equipped with one Clipper communication system and Marin Transit will determine where the second communication system, currently located at a Contractor facility, will be located.

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.

Onboard Equipment (Intelligent Transportation Technology)

Marin Transit has invested in several Intelligent Transportation (IT) systems to improve performance monitoring, provide real time passenger information, to collect and manage operational data, and to improve on-board safety. The Contractor will be required to properly operate and maintain this equipment. A summary of all onboard equipment is included in Attachment B. Attachment C includes manufacturer cutsheets for this equipment.

Contractor is responsible for housing all networking equipment and must provide any necessary server rack space and cooling. Contractor is also responsible for providing all desktop computers to be used by dispatchers, supervisors, and data clerks to interact with any of the back-end systems needed to support operations. Contractor is required to use any software package or hardware as directed by Marin Transit and will be responsible for working with Marin Transit on the proper training of their staff on procedures for use of said software/hardware.

AVL System – This real time AVL system is a product of Syncromatics and includes on-board MDT's installed on each of the Package 1 and 2 vehicles. Contractor will ensure functionality, provide ongoing maintenance, and OEM recommended preventative maintenance. Contractor will establish and maintain direct contact with OEM for ongoing support needs. Marin Transit reserves the right to establish a 3rd party ongoing maintenance agreement directly with the OEM.

Automatic Passenger Counter (APC) System – The APC system is linked through the AVL system by Syncromatics and installed on all Package 1 and 2 vehicles. Contractor will ensure functionality, provide ongoing maintenance, and OEM recommended preventative maintenance. Contractor will establish and maintain direct contact with OEM for ongoing support needs. Marin Transit reserves the right to establish a 3rd party ongoing maintenance agreement directly with the OEM.

Mobile Video Surveillance – Marin Transit has installed onboard video cameras, manufactured by Seon, on all Package 1 and 2 vehicles. These systems range between 4 to 7 cameras, based on vehicle size, in designated locations throughout vehicles. Contractor will ensure functionality, provide ongoing maintenance, and OEM recommended preventative maintenance. Video storage management will be performed by Contractor, on behalf of Marin Transit. Contractor will establish and maintain direct contact with OEM for ongoing support needs. Marin Transit reserves the right to establish a 3rd party ongoing maintenance agreement directly with the OEM.

Clipper – Marin Transit is a participating transit agency in the Bay Area's regional electronic fare collection system and accepts Clipper fare media on all its Fixed Route services except the Muir Woods Shuttle. Passengers can ride seamlessly from transit system to transit system with this fare media. Clipper's sponsor, the Metropolitan Transportation Commission (MTC), and vendor Cubic, have installed Clipper card readers and driver consoles on all Package 1 and 2 vehicles. In addition, Cubic installed two wireless communication hubs to download and upload data at two locations in Marin County. Contractor will ensure functionality, provide ongoing maintenance, and OEM recommended preventative maintenance of the Clipper equipment. Contractor may also be responsible for the site preparation of the wireless communication hubs once Marin Transit determines its location. Contractor will establish and maintain direct contact with the OEM for ongoing support needs. Marin Transit reserves the right to establish a 3rd party ongoing maintenance agreement directly with the OEM.

GFI Fareboxes –GFI Genfare Odyssey fareboxes are installed on each Package 1 and 2 vehicles. Contractor will ensure functionality, provide ongoing maintenance, and OEM recommended preventative maintenance on the fareboxes. A probe unit will be provided for Package 1 and Package 2

Section 1 – General Information

facilities. This unit is used to extract daily transactional data from each farebox and stored on computer. Contractor will establish and maintain direct contact with OEM for ongoing support needs. Marin Transit reserves the right to establish a 3rd party ongoing maintenance agreement directly with the OEM.

SECTION 2 – TERMS AND CONDITIONS**PROPOSAL REQUIREMENTS**

Proposals must include nine hard copies (one unbound proposal plus eight bound copies) and one electronic copy delivered to Marin Transit's offices no later than 3:00 p.m. PST on Friday, December 22, 2017. Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. The response to this RFP must be made in accordance with the format set forth in this Section. Failure to adhere to the following format may be cause for rejection of the proposal as non-responsive. Cost proposals must be submitted in electronic and hard copy format. Hard copies and a data storage device (e.g. USB flash drive) should be placed in a separate envelope and must not be included with the other required proposed materials. No cost or price information shall be contained in the other required proposal materials.

Proposers must review the attached fixed route service contract (Attachment I) along with the RFP for detailed contractual requirements.

Proposals will be organized in the following format:

1. Cover Letter: (0 pts/required)

- a) Identify the prime Contractor and describe any subcontract arrangements. Please identify the person who is authorized to negotiate for the team, and indicate that the proposal represents a firm binding offer for 120 days. Proposers must acknowledge receipt of all addenda to this RFP in the cover letter.

2. Project Understanding (5 pts):

- a) **Operations and Maintenance Contract:** Proposer will indicate willingness to accept the terms and conditions in Fixed Route Service Contract (Attachment I) or list those to which Proposer takes exception, and, as appropriate, provide proposed alternate wording. It is not Marin Transit's intent to make substantial changes to the Fixed Route Service Contract. Proposer must also acknowledge their willingness to accept the FTA Grant Contract Provisions (Attachment E).
- b) **Scope of Work:** Proposer will indicate that an understanding of the Scope of Work (Section 3) included in this RFP and agrees to follow said Scope of Work unless alternatives to the scope are presented within the Proposer's proposal. All proposed alternatives should be listed here along with references to detailed descriptions within the proposal. Marin Transit reserves the right to accept or reject any proposed changes to the scope of work.

3. Corporate Capacity, Experience, Past Performance (14 pts):

- a) **Company Financial Capacity:** Submit a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects and all pending litigations in which the company may be directly or indirectly involved. If Proposer, and/or any of its owners and/or officers, has filed (voluntarily or involuntarily) bankruptcy within the last seven years, Proposer must provide detailed information concerning such bankruptcy. Proposer must also provide detailed information on any failures to complete awarded contracts and any contract defaults or terminations.
- b) **Experience with Similar Contracts:** Supply a ten-year history of Proposer's company and demonstrate at least five consecutive recent years' experience in service operations of a system similar in scope, size, and complexity to the package of services being proposed. Include:
 - Name and address of client
 - Date service was provided
 - Type of services provided (e.g. fixed route, paratransit)
 - Functions performed (e.g. vehicle operation, dispatching, maintenance)
 - Number of employees
 - Number of buses operated in peak service
 - Types and sizes of buses operated
 - Accident and industrial injury information that accurately reflects the quality of service provided (detailed accident information is also requested in the Safety Program below)
 - Road failure rate (road calls per 100,000 miles)

- Name of the individual responsible for administering and monitoring the contract for the client organization, and an address and telephone number where that person can be reached
- Copies of the most recent CHP inspection for a fixed route operation of similar size and scope

c) **References:** Provide any additional relevant reference information over and above the contacts information provided above.

4. Key Personnel Qualifications and Experience (13 pts)

Key personnel must be designated and identified. A description of these key positions is included in Section 3 (Scope of Work). The following is a list of personnel Marin Transit believes are key to this project:

- General Manager
- Operations Manager
- Maintenance Manager
- Safety and Training Manager

a) **Summary of Key Personnel:** Provide a summary of the qualifications and background of each staff member identified above as key personnel. If personnel will be shared with other projects, the percentage of time dedicated to this project must be included. Include the proposed location of these staff members and the percentage of time at these locations if they are to be shared with other projects. Provide a description of which required duties will be assigned to each of the proposed staff and how their time will be split between each of the duties. If subcontractors are to be used, describe the arrangement as well as their role in the project. Designate one of these individuals as the point of contact for issues that arise during the contract for Marin Transit.

b) **Resumes:** Include resumes for each of the key personnel mentioned above.

5. Organization, Workforce and Staffing (13 pts)

a) **Management Plan:** Provide a management plan for this project, including a detailed description of understanding of the work to be performed. Plan should also include:

- Description and extent of corporate support available to on-site staff and Marin Transit
- Discussion of how the ongoing performance of the operators, mechanics, and supervisory personnel will be monitored and evaluated and how this will be used to improve performance

b) **Personnel:** Include a listing of all proposed personnel with qualifications and responsibilities for each position or classification (dispatcher, road supervision, mechanics, etc.)

c) **Organization Chart:** The Proposer should provide an organizational chart which identifies how the following functions will be satisfied: project management, maintenance management, dispatch, customer service, supplemental school coordination (Package 2 requirement), Muir Woods Shuttle coordination and support (Package 2 requirement), safety and training, operations management, road supervision, level and expertise of mechanics, and bus operation (including full and part-time operators). Discuss the proposer's minimum qualifications for each relevant position (e.g., background checks, language fluency, age minimums).

d) **Hiring and Retention:** Discuss method for attracting and maintaining a quality and experienced workforce for this project. Provide a table showing the salary range or hourly rates and benefit package Proposer will provide for each position, including operators, mechanics, supervisors, and specifically state if incentives for ASE certification will be provided for maintenance staff.

e) **Incentives:** Describe any proposed internal employee incentive program that would be implemented for vehicle operators as part of this contract. Examples of incentives could include incentives for driver safety, customer service, and increased efficiency and certification / licensing.

f) **Mechanic Qualifications:** Discuss any minimum experience or training required as a condition of hiring mechanic staff.

g) **Drug and Alcohol Testing:** Provide a copy of Proposer's current employee drug and alcohol testing policy compliant with the Department of Transportation Regulations.

- h) **California SB 1070-1074:** Confirm intention to comply with California SB 1070-1074 and intention with regard to hiring employees of the existing Package 1, Package 2, or both service contracts.

6. Mobilization Plan (5 pts)

- a) **Project Schedule:** Describe transition plan and start-up activities between the time that this contract is awarded and the first day of service. Explain how Proposer will address issues such as staffing recruitment, retention, equipment to be acquired or transitioned from incumbent contract (if applicable), training, etc. Include

7. Facility (5 pts)

- a) **Contractor Facility:** Submit a description of proposed maintenance and operations facility (location, size, and detailed description of all facilities) as well as all vehicle parking locations to be utilized in the performance of this service. Include supporting documentation such as photos and/or a property lease/purchase offer (if available). Please note that Marin Transit prefers that Proposers have a yard(s) in the same geographic area as the service they are proposing to operate. Marin Transit has established as a goal an average of fifteen (15) miles distance between the Proposer's facility and the start of the farthest route within the service area. If multiple facilities are proposed to be acquired and used for services outlined in this RFP, the contractor will indicate how these facilities will be utilized and what actions will be taken to acquire these sites prior to the start of service.
- b) **Technological Readiness of Facility:** Indicate how this facility will house Marin Transit's networking and Wi-Fi equipment that will be used to facilitate Clipper data upload/downloading and support other ancillary equipment data transmittal (e.g., GFI farebox, TransTrack, etc.). Include assurances that internet services are available and secure at this location at the bandwidth and speed necessary for proper interaction with Marin Transit's servers. Also, indicate that all necessary phone, power, and cooling is available at this location.

8. Vehicle Maintenance (10 pts)

- a) **Vehicle Maintenance Plan:** Provide a detailed description of the maintenance program to be used. The program should meet or exceed Marin Transit's requirements as stated in the Scope of Work. The following should be included at a minimum:
 - Preventative maintenance
 - General repair
 - Parts inventory
 - Bus washing and detailing
 - Fueling
 - Special repairs, i.e. MDTs, HVAC, and other onboard systems
 - Warranty repairs
 - Hazardous materials storage and disposal
- b) **Support Vehicles:** Describe how many support vehicles will be provided and how these vehicles will be used to support operations and maintenance. Provide the type, age and mileage of all the vehicles.
- c) **Road Call Plan:** Provide Maintenance procedures for responding to on-street mechanical failures, with minimum adverse effect on revenue service. Marin Transit requires that schedules for all downed vehicles be addressed immediately to minimize the effect on our riders and to ensure on-time performance remains minimally affected.
- d) **Reporting:** State whether Proposer will provide an electronic vehicle maintenance information system (VMIS).
- e) **CHP Inspections:** Describe any Incidents of failure to pass a California Highway Patrol (CHP) facility inspection, the circumstances surrounding this failure, and the actions taken to address the issue(s). Include a copy of your most recent CHP inspection.

9. Customer Service (5 pts)

- a) **Customer Service:** Discuss Proposer's approach to pursue customer service and a high service quality standard. Include the proposer's approach and examples of customer service programs and tools that will be provided.
- b) **Service Quality Assurance:** Describe in detail all operating procedures that Proposer will employ in order to ensure service quality and help prevent service-related problems. Discussion should include monitoring and maintaining on-time performance, strategies

for expeditiously resuming service in the event of a road call or other service interruption, operator in service evaluations, bus cleanliness inspections, reviewing of comment cards/phone surveys, call monitoring and other relevant issues. Discuss any plans to sub-contract with an independent firm to assist in project monitoring.

10. Intelligent Transportation Technology Plan (5 pts)

- a) **IT support staff:** Describe the qualifications of your IT support staff in relations of knowledge of desktop systems, servers, MDT's and phone systems. Include experience with AVL; Automated Passenger Counters (APC); GFI fareboxes; Clipper or other stored value card systems; TransTrack software and data import/export; and on-board video monitoring equipment.
- a) **Radio Systems:** Describe your experience with radio systems, the installation of radios (including antennas and mounting brackets), overcoming radio coverage "deadspots", and experience with the proposed radio system.
- b) **Mobile Data Terminals:** Describe your experience with Mobile Data Terminals (MDT's) including the installation and troubleshooting of MDT's, training program for MDT use, experience with data communications between drivers and dispatch.
- c) **On-Board Security Cameras:** Describe your experience with mobile video surveillance systems, maintenance of these systems, and video storage management of these systems.
- d) **GFI Fareboxes:** Describe your experience with the operation and maintenance, data probing, revenue collection, and staff training on electronic validating fareboxes.
- e) **AVL and APC Systems:** Describe your experience monitoring, providing preventive maintenance, and working with manufacturers on AVL and APC systems.

11. Field Operations / Road Supervision Plan (5 pts)

- a) **Operations Plan:** Provide an operations plan for this project that includes Proposer's approach to each of the following operational areas. Provide any relevant policies and procedures as an appendix to the submittal.
 - **Employee Scheduling:** Provide proposed schedule aggregated by weekday and weekend work shift for maintenance, road supervision, dispatch, and vehicle operators that ensures coverage consistent with the requirements identified in the Scope of Work.
 - **Communication:** Radio contact between buses in service and dispatcher will be maintained at all times. Describe how Proposer will ensure this, including the use of hand held radios, maintenance of radio equipment, and contingency plans in case of radio theft and field coverage if a radio breakdown occurs while a bus is in revenue service.
 - **Extra Board Driver:** Discuss proposed extra-board policy. Describe how the proposer will handle vehicle operator sick calls and planned time off.
 - **Operator Relief:** Describe how Proposer will handle operator relief and breaks.
 - **Supervision:** Describe vehicle operator monitoring and evaluation.
 - **Accident/Incident Investigation:** Describe process for accidents and incidents and include any standard forms used by Proposer.
 - **Alternative Models (Field Operations):** If you are proposing to use an alternative model or subcontract for some or all of the service requested under this RFP describe in detail the proposed model and how it differs from the model described in this solicitation.

12. Reporting Plan (5 pts)

- a) **Operations Monitoring.** Describe experience managing and documenting daily operations incidents and performance
- b) **NTD, MIS, Other Regulatory Agencies:** Describe experience in reporting figures for:
 - NTD Reporting
 - Department of Transportation (DOT) Drug and Alcohol Program MIS Reporting
 - California Air Quality Resources Board (CARB)
- b) **Presenting to Groups:** Describe experience presenting statistics to transit agency Boards, committees, rider advisory and community groups.

- c) **Participation in Federal Triennial Reviews:** Describe experience in participating in Federal Triennial Reviews.

13. Employee Training (5 pts)

- a) **Initial Training (Vehicle Operators):** Provide a detailed description of Proposer's vehicle operator training program, including the amount of time dedicated to each aspect of the Proposer's training program. Include the total number of hours of classroom, behind the wheel, and on-route supervised training that will be provided. Include any certifications and licensing to be included along with the initial training (CPR, First Aid, Class B, etc.).
- b) **Ongoing Supervisor Training:** Describe ongoing training and education of supervisors. Include a list of any annual conferences you plan to have them attend or courses they will be required to take.
- c) **Ongoing Training (Front Line Staff):** Describe ongoing training of vehicle operators, dispatchers and mechanics/technicians. Include any classroom and in-service training you plan to provide.
- d) **Ongoing Software and IT Equipment Training:** Describe your plan for staff to remain current with the features of the newest versions of TransTrack, describe how you will train front line staff on use of the MDT, farebox, and Clipper features, and how you maintain refresher training.

14. Safety and Security Plan (5 pts)

- a) **Safety Program:** Include a written Safety, Security, and Emergency Management Plan. Passenger safety is one of the most important aspects of providing public transportation. Proposer's safety record will be based on the following:
- Overall company safety record in public transportation
 - A summary copy of Proposer's operator training program
 - A summary copy of Proposer's safety program. Safety programs should include customer relations, defensive driving, refresher training, safety meetings, and safety incentives.
 - A summary copy of Proposer's emergency response plan for hazardous and/or biological materials for both the operational facility site and on-street incidents
 - A review of any CHP inspection reports in the past three years of operations. Include copies of your most recent inspection(s).
 - Pre-and post-trip inspection procedures.

15. Price Proposal (50 pts)

- a) **Cost Proposal:** Submit a detailed breakdown using the Cost Proposal Forms shown in Attachment A and included as an Excel attachment to this RFP on the District's website. **Failure to complete these forms will result in the rejection of the proposal.** This contract will be reimbursed on a two-tiered formula that includes a fixed monthly rate and a fixed variable hourly rate for revenue hours. Separate pricing sheets are to be included for either Package 1 or Package 2, and are to be considered stand-alone pricing for each service. Proposers also have an option to include the pricing sheets for a combined Package 1 and 2. However, proposers that choose to bid this option are required to also submit stand-alone Package 1 and 2 cost sheets as well.

Revenue hours are defined by the NTD as beginning from the first stop served on a fixed route to the last stop excluding refueling, scheduled operator time off (lunches, breaks and out of services), vehicle maintenance testing and operator training. Revenue hours are reported directly to Marin Transit through TransTrack and are calculated by route, day, contract, and contractor. No alternative method for reporting revenue hours will be accepted.

This contract will be reimbursed on a variable revenue hour rate (less missed service) basis for the base service hours.

Fuel is provided by or reimbursed by Marin Transit and should not be included in the proposed rate.

The cost proposal evaluation will be based on the base contract revenue hours.

Cost proposals must be submitted in electronic and hard copy format. Hard copies and a data storage device (e.g. USB flash drive) should be placed in a separate envelope and must not be included with the other required proposed materials.

16. Preference for complying with Labor Code 1072 (10% Bonus)

- a) Statement of Planned Compliance:** Include a statement indicating the Contractor’s willingness to comply with Labor Code 1072. The bonus for statement of compliance with Labor Code 1072 will be calculated on the sum point values awarded for items 1 through 15.

17. Required Forms (0 pts / required)

- a) Include Forms:** Complete and include all of the forms included in:
- Attachment E (FTA Grant Contract Provisions)
 - Attachment E (FTA Certification Forms)
 - Attachment F (California Levine Act)

PRE-PROPOSAL MEETING AND QUESTIONS

Potential Proposers are invited to an informational pre-proposal meeting/teleconference scheduled for Wednesday, December 6, 2017 at 2:00 p.m. PST, at the County of Marin, Board of Supervisors Chambers, 3501 Civic Center Drive, San Rafael, CA 94903. A representative vehicle used in the Community Shuttle and Local services will be available for inspection at that time. It will be possible to participate in this meeting via conference call. Interested firms should contact Marin Transit staff by 5:00 p.m. PST, Friday, December 1, 2017 in order to participate in the pre-proposal teleconference. Questions and answers from the pre-proposal meeting/teleconference as well as others received during the open question and answer time will be provided on Marin Transit website (<http://www.marintransit.org/purchasing.html>) by 5:00 p.m. PST, Monday, December 18, 2017. It is the responsibility of the Proposer to visit Marin Transit website to obtain the question and answer information as well as any other updates to the RFP.

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

Aubrey Smith
Operations Analyst
415-226-0863
asmith@marintransit.org

PROPOSAL SUBMITTAL PROCEDURE

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

1. The proposal will be transmitted with a cover letter as described above.
2. The cost proposal will be transmitted in a separate envelope.
3. The proposal and the cost proposal (in a separate envelope) will be addressed to:
Marin Transit
711 Grand Avenue, Suite 110
San Rafael, CA 94901
Attention: Aubrey Smith
4. The proposal and cost proposal must be received at the above address no later than 3:00 p.m. PST on December 22, 2017. Late proposals will not be accepted.
5. Marin Transit will schedule interviews during the week of January 2, 2018.

PROPOSAL EVALUATION AND AWARD PROCEDURE

A Selection Committee made up of Marin Transit staff and affiliated agencies will evaluate responses to the RFP. Members of this team will participate in any interviews that may be conducted with selected Proposers. The Project Manager and key team members should attend the interview. Marin Transit reserves the right to include information received in the interviews in the evaluation process. This is a most cost-effective procurement and Marin Transit reserves the right to award to a Proposing firm(s) other than that of the lowest price proposal(s), to award individual Package 1 and 2 service package contracts, or award a combined Package 1 and 2 contract. Evaluation of proposals will be based on the following criteria established by Marin Transit:

Table 8 summarizes the criteria and point values that will be used to evaluate proposals.

Table 8: Criteria Scoring Summary

Section	Criteria	Pts.
1	Cover Letter	0
2	Project Understanding	5
3	Corporate Capabilities, Experience, Past Performance	14
4	Key Personnel Qualifications and Experience	13
5	Organization, Workforce and Staffing	13
6	Mobilization Plan	5
7	Facility	5
8	Vehicle Maintenance	10
9	Customer Service	5
10	Intelligent Transportation Technology Plan	5
11	Field Operations/Road Supervision Plan	5
12	Reporting Plan	5
13	Employee Training	5
14	Safety and Security Plan	5
15	Cost proposal (in a separate envelope) (Must include completed Cost Proposal Forms, provided in Attachment A)	50
16	Preference for complying with Labor Code 1072	10% Bonus
17	Required Forms	0

PROPOSAL TIMELINE

Table 9 below details the expected timeline of the procurement process up to the start of service.

Table 9: Proposal Timeline

Task	Date
Request for Proposals issued by Marin Transit	November 17, 2017
Pre-proposal meeting (3501 Civic Center Drive, San Rafael, CA 94903 - Board of Supervisors Chambers at 2:00 p.m. PST) RSVP by December 1, 2017	December 6, 2017
Deadline for receipt of written questions and requests for addenda due – 3:00 p.m. PST	December 15, 2017
Marin Transit responses and addenda issued by 5:00 p.m. PST	December 18, 2017
Proposals due – 3:00 p.m. PST	December 22, 2017
Oral Interviews	Week of January 2, 2018
Contract Award	January 29, 2018
Service Start Date	July 1, 2018

ADDITIONAL CONSIDERATIONS

Definitions

All references to transit terminology in this document 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>.

Solicitation Disclaimer

Marin Transit reserves the right to withdraw this RFP at any time without notice. Marin Transit reserves the right to reject any and all responses. Marin Transit reserves the right to award to other than the low

Proposer. All responses to this RFP become the property of Marin Transit upon submission. The costs of preparing a proposal and participating in an interview are at the sole expense of the Proposer.

Confidentiality

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

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

Protests

A copy of Marin Transit's written protest procedures can be found in Attachment G to this document.

Changes in Scope-of-Work

Without invalidating the contract, Marin Transit may order additions to or deletions from the work to be performed. Marin Transit will be allowed to increase or decrease annual revenue hours up to 20% of contracted work without affecting the rates proposed for service.

Marin Transit will have the right to make changes in service not involving extra cost and not inconsistent with the work to be performed. In addition, Marin Transit may make alterations or additions to service to respond to the demands of special events and other occurrences.

Cost proposal evaluation will be based on the base contract revenue hours.

Pre contractual Expenses

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

- Preparing proposal in response to this RFP
- Submitting proposal to Marin Transit
- Negotiations with Marin Transit on any matter related to proposal
- Other expenses incurred by Proposer or Proposer prior to date of award for any agreement.

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

Verbal Agreement or Conversation

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

Special Funding Considerations

Any contract resulting from this RFP will be financed primarily with funds available from Marin County's Measure A Transportation Sales Tax, Marin County's Measure B Vehicle Registration Fee, Transportation Development Act 4.0, State Transit Assistance, Marin County Property Tax, and Federal Transit Administration funds. The contract for this service is contingent upon the receipt of these funds and annual budget approval of Marin Transit Board of Directors. In the event that funding from these sources is eliminated or decreased, Marin Transit reserves the right to terminate any contract or modify it accordingly.

Withdrawal of Proposals

Any Proposer may withdraw his/her Proposal received by Marin Transit, either personally or by telephonic or written request, at any time prior to the time fixed for receiving Proposals. Negligence on the part of the Proposer in preparing his/her Proposal confers no right of withdrawal or modification of the Proposal after such Proposal had been opened.

No Proposal may be withdrawn for a period of 120 days after the date and time for receiving Proposals.

Insurance/Indemnity

At its own expense, Contractor will obtain and maintain for the duration of the contract the insurance policies and endorsements required in Attachment I, the Fixed Route Service Contract. Contractor will provide Marin Transit with a certificate of insurance, naming Marin Transit as an additional insured,

which will provide that the insurance may not be cancelled or the coverage reduced without providing Marin Transit a minimum of 30 days prior written notice of such cancellation or reduction of coverage. Contractor will also provide Marin Transit with a certificate of insurance that names the Golden Gate Bridge, Highway, and Transportation District as an additional insured for use of the San Rafael Transit Center.

Contractor agrees to protect, defend, indemnify and hold the MCTD, its Board of Directors, 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 Contract or the performance by the Contractor, any subcontractor of Contractor, or any person for whom Contractor is legally or contractually responsible, whether or not it is alleged or determined that the action on which the claim was based was caused by the negligence or willful misconduct of Contractor, any subcontractor, or any other person for whom Contractor is legally or contractually responsible.

In the event that a vehicle needs to be replaced due to extensive damage resulting from an accident, fire, etc., the Contractor shall be responsible for replacing the damaged vehicle (at its cost) with a vehicle of at least equal value (or cash) at Marin Transit’s discretion.

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

Please refer to Fixed Route Service Contract (Attachment I) for required insurance amounts and additional insurance and indemnification information.

Use of Vehicles and Equipment

Contractor will use the vehicles and equipment provided by Marin Transit solely for the purpose of supporting the operations and planning of Marin Transit service or for maintenance and other uses directly associated with the service. Contractor will not use Marin Transit vehicles to provide service under any of its other contracts. Contractor’s right to use the vehicles and equipment is merely a license that is terminable at will by Marin Transit and may not be transferred or assigned by Contractor.

Contractor will maintain the condition of the vehicles and equipment, and will return them to Marin Transit on the termination date in the same condition that it received them except for normal wear and tear. Complete maintenance records for all vehicles kept during the time of operation will also be transmitted to Marin Transit at the close of the contract. Should Contractor return any vehicle or equipment prior to the termination date for any reason, it will be in the same condition as when delivered to the Contractor except for normal wear and tear. Without limiting the foregoing, the tires, steering, suspension, body, brake, and drive train components of any vehicle returned to Marin Transit at any time must, at the time of its return, meet OEM specifications and manufacturer safety standards. Prior to the effective date, Contractor and Marin Transit will provide a detailed maintenance record of the interior and exterior of each bus, and conduct a joint inspection of its mechanical condition to establish its overall condition at the time of transfer of the bus to Contractor.

Ownership of Proposals and Data

All proposals and related information submitted by any Proposer, including the selected Contractor to Marin Transit, will become the property of Marin Transit. None of the material submitted will be returned to any Proposer and may be made available under California Government Code section 6250, et seq.

All records, data, and related material collected and used in conjunction with the completion of the Agreement will be owned exclusively by Marin Transit. Proposer will not remove any records from Marin Transit property without receiving express permission to do so.

Compliance with the Levine Act

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

Proposers must submit as part of their proposal the “California Levine Act Statement” found in Attachment F.

Federal Transit Administration (FTA) Certifications and Grant Contract Provisions

This project is funded with Federal Transit Administration funds. Accordingly, Federal requirements apply to this contract and if those requirements change, the most recent requirements will apply to the

project as required. Fixed Route Service Contract provisions can be found in Attachment I. Required Federal Proposal submittals can be found in FTA Grant Contract Provisions in Attachment E.

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. These incentives protect against the significant economic dislocation of qualified public transit employees. Pursuant to the law, the Proposer must declare in its 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. Marin Transit will give a 10% preference to any Proposer that declares that it will retain such employees. The successful Contractor and its subcontractor(s) 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 or subcontractor(s) to pay the same wages or offer the same level of benefits provided by the prior Contractor or subcontractor(s). The successful 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 Agreement has been awarded, the prior Contractor and its subcontractor(s) will provide to Contractor and its subcontractor(s) 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. Marin Transit will notify the prior Contractor and its subcontractor(s) of the identity of Contractor and its subcontractor(s) as soon as practicable to facilitate the transfer of this information.

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

Upon request from Marin Transit, Contractor and its subcontractor(s) must provide such lists to Marin Transit within 10 days of such request. Marin Transit has the ability to request such lists throughout the term of the Agreement.

Contractor will be responsible for defending, and will hold Marin Transit 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, the employees of its subcontractor(s), 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 Agreement. Notwithstanding any other provision of this Agreement, 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 Marin Transit. 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 Agreement.

At least six months prior to the end of the Agreement, Contractor and its subcontractor(s) will be required to provide Marin Transit a complete list of employees who have participated in providing Marin Transit 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 Marin Transit to future bidders for a new contract that will commence whenever the current contract term ends. Contractor and its subcontractor(s) must provide updates on a monthly basis of the employee lists after the original employee list has been submitted. Contractor's and its subcontractors' obligation to provide monthly updates of the employee lists will last until the end of the Agreement term. If a new contract is awarded to a different Contractor at the end of Contractor's Agreement, 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 Agreement within three working days after Contractor has been notified by Marin Transit of the identity of the new Contractor.

Termination of Contract

The performance of work under this Contract may be terminated by Marin Transit, whenever Marin Transit determines that such termination is in the best interest of the Marin Transit. Any such termination shall be affected by delivery to Contractor of forty-five (45) 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.

Continuity of Services

Contractor recognizes that the services under the Contract are vital to Marin Transit and must be continued without interruption and that, upon Contract expiration or termination, another entity, either Marin Transit or another provider, may continue those services. Contractor agrees to fully cooperate in any procurement process conducted by Marin Transit, furnish phase-in training for the new contractor, and exercise its best efforts and cooperate to affect an orderly and efficient transition to the subsequent provider.

Disputes

Any dispute between Contractor and Marin Transit relating to the implementation or administration of this Contract shall be resolved in accordance with the Dispute procedure found in the Fixed Route Service Contract (Attachment I).

Inspection of Work

All work (including 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 Marin Transit to the extent practicable at all times and places during the term of this Contract. All inspections by Marin Transit shall be made in such a manner as to not unduly delay the work.

Subcontracting of Contract Work and Transfer of Interests

Contractor may not enter into any subcontract without the prior written approval of Marin Transit, which will not be unreasonably withheld. In any case in which Contractor desires to subcontract, it shall provide Marin Transit 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 Marin Transit a party to such subcontract, giving the subcontractor privity of contract with Marin Transit, or subjecting Marin Transit 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 Marin Transit must be through Contractor.

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 Marin Transit 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.

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.

Lack of Funds

Entering into the Contract is subject to receipt by Marin Transit of local and Federal funds adequate to carry out the provisions in full.

Governing Document

Any item of work contained in either the RFP or the Proposal will be performed by Contractor as though it appeared in the executed Fixed Route Service Contract (Attachment I). In the event of any conflict, the terms of the Contract and the RFP govern over the Proposal unless specifically stated otherwise.

SECTION 3 - SCOPE OF WORK

OVERALL CONTRACTOR RESPONSIBILITIES

Marin Transit will contract with the successful Proposer(s). The Contractor(s) will coordinate, manage, and control all necessary program activities that will include:

- Provide vehicle operations, vehicle maintenance, and operating personnel;
- Provide operator and other personnel initial and ongoing training;
- Develop and maintain administrative procedures, performance statistics, and financial records;
- Provide ancillary equipment maintenance, warranty management, and maintain 3rd party vendor support on behalf of Marin Transit;
- Ensure excellent customer service;
- Support service planning; and
- Develop and implement methods to maximize service efficiency.

The Contractor(s) will provide a high quality, customer service-oriented fixed route bus operation. Marin Transit will monitor the service closely to ensure that all contractual responsibilities are met.

The selected Proposer (s) will abide by and obey all applicable Federal, State, and City laws. The selected Proposer must also fully comply with all provisions of the Federal Americans with Disabilities Act (ADA).

Personnel

The Contractor will be solely responsible for maintaining a qualified labor force and ensuring satisfactory work performance of all employees as described by this RFP. The Contractor must have policies to minimize employee turnover and retain qualified personnel.

The Contractor will be required to comply with Marin County’s Living Wage Ordinance throughout the duration of the contract and complete a Living Wage Ordinance Declaration. Rules and Regulations regarding the Living Wage can be found at:
<https://www.marincounty.org/depts/ad/divisions/management-and-budget/living-wage-ordinance>.

The Contractor will be required to pay, at a minimum, all front line staff (dispatches and road supervisor) no less than the hourly wage and benefit rates paid by the current contractor for the term of the contract. Current wage and benefit information is included in Attachment H. In addition, the Contractor will be required to pay, at a minimum, the drivers no less than the hourly wages presented below in Table 10 for each year of the contract.

Table 10: Required Minimum Hourly Pay Rates

Employment Term	Hourly Pay Rate
Training Rate	\$12.00
Starting Wage	\$20.50
Year 1	\$21.00
Year 2	\$21.50
Year 3	\$22.00
Year 4	\$22.50
Year 5	\$23.00

For employee benefits, Marin Transit encourages the Contractor to create flexible spending accounts for employees to draw from as part the offered medical benefits program offered to employees, the flexible account would allow employees to offset various medical expenses during the course of a year by choosing how and where (medical co-payment, prescription costs, etc.) to spend this medical benefit supplement. While Marin Transit is not requiring provision of this employee benefit, Marin Transit is interested in encouraging proactive employer participation to assist their employees with the costs of medical benefits.

The Contractor will be solely responsible for payment of all employee wages, benefits, and subcontractor costs. Without any additional expense to Marin Transit, the Contractor will comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security. The Contractor will defend, indemnify, and hold Marin Transit harmless from any liability,

damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices. Marin Transit will have the right to demand removal of any personnel furnished by the Contractor from the project for reasonable cause (to be determined by Marin Transit).

The Proposer will include the wages and benefits proposed to be offered to the existing Contractor staff. Contractors are encouraged to propose wages and benefits for incumbent Contractor staff that are at a minimum equal to what those employees are currently receiving from the incumbent Contractor.

Marin Transit must be notified in writing of any changes to key personnel and reserves the right to reject changes in staffing. 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. The Contractor must file and maintain a current list of operators with Marin Transit as well as a current organization chart every fiscal quarter. The following key positions must be filled by the Proposer and must be included with any proposal: General Manager, Operations Manager, Maintenance Manager, Safety & Training Manager, Dispatchers, Road Supervisors, and Mechanics. The Contractor's personnel must demonstrate the ability to provide the general functions as described below:

Staffing Plan

Proposed staffing personnel will vary between Package 1 and 2. Personnel proposed by the Contractor for each package should include, at a minimum, the following positions: General Manager, Operations Manager, Safety & Training Manager, Dispatcher, Road Supervisor, and Mechanic, Vehicle Operators. Package 2 requires a School Coordinator position to support the Supplementary School, Partnership Service, and IVC Training Services. The proposed staffing allocation should be identified in Attachment A. The minimum requirements for each of these positions are identified below:

General Manager

Contractor shall designate and provide the services of a full-time General Manager. The office of the General Manager shall be physically located in Marin County, unless pre-approved by Marin Transit. The General Manager will provide employee oversight of Contractor and monitor operational activities associated with this RFP. The General Manager will prepare a monthly invoice that documents all incurred expenses minus the total amount of any possible performance penalties, missed trips, or incomplete service. Contractor shall assure Marin Transit that the General Manager designated for this project will not be replaced without the written consent of Marin Transit.

Operations Manager

Contractor shall designate and provide the services of a full-time Operations Manager who will be located onsite. The Operations Manager will provide both direct staff supervision and management of the project's accounts and operating records. The Operations Manager will be responsible for training, scheduling, and supervising all contractor staff (e.g. Dispatchers, Road Supervisors, etc.) to ensure the provision of quality service that meets or exceeds the requirements of this RFP and the proposal. The Operations Manager will also be responsible for the complete operation of all Marin Transit-owned vehicles, including all ancillary equipment identified in Attachment B. The Operations Manager will be responsible for addressing any operational problems and/or passenger complaints and accurately report these problems to Marin Transit staff in a timely manner.

Maintenance Manager

Contractor shall designate and provide the services of a full-time Maintenance Manager who will be located onsite. The Maintenance Manager must at a minimum have experience with maintaining small and large buses, diesel and hybrid engines, air conditioning systems, intelligent technology applications, and wheelchair lifts. Technical expertise is considered as important as administrative capability in the Maintenance Manager; however, the manager must manage/supervise maintenance staff in the repair, preventive maintenance, servicing and cleaning of gasoline and hybrid vehicles. The Maintenance manager will develop work orders and will inspect major and minor vendor repairs completed internally as well as those done by outside vendors. Maintenance managers are also responsible for ordering and monitoring spare-part inventory levels and coordinating major repairs that require coordination with outside vendors.

The tracking and analysis of PMI on-time performance and quality, monthly vehicle road calls and breakdowns, and engine/transmission fluid usage and oil/transmission samples will be required in order to monitor and evaluate the condition of every Marin Transit-owned vehicle. The Maintenance Manager will ensure that vehicle performance standards, as outlined in the RFP, are adhered to and that all vehicles are systematically inspected, maintained, and repaired while minimizing time out of service. .

Mechanics

Maintenance personnel who have demonstrated experience and skills in the work to be performed must perform all repair work. At a minimum, one "A" level mechanic will be available at any given time

during scheduled revenue hours throughout the day. An “A” level mechanic is broadly defined as a professional Journeyman Level maintenance technician with a minimum of four years of experience as a mechanic and significant experience in the major systems and subsystems of motor vehicles. The “A” level mechanic is capable of safely and accurately performing his/her duties with little or no supervision. A qualified “A” level mechanic is capable of performing complex trouble shooting and diagnostic procedures efficiently by utilizing past experience, logical thought, and the latest technologies including mechanical, hydraulic, electrical, and electronic testing equipment.

All of the Contractor’s maintenance personnel will have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts and related mechanical parts, methods and procedure normally used in servicing mechanical equipment for transit vehicles. Contractor must also have at least one mechanic with technological knowledge of onboard equipment identified in Attachment B. The qualifications of technicians must appear in the proposed Vehicle Maintenance Program and be verifiable to Marin Transit’s satisfaction. Marin Transit reserves the right to acquire additional assurance throughout the contract period that maintenance personnel are properly equipped, trained and qualified to service, repair, and properly document repairs to Marin Transit’s equipment. At its discretion, Marin Transit reserves the right to request that an unqualified mechanic be removed at any time from working on this project.

Safety/Training Manager

The Safety and Training Manager will develop and manage the necessary training functions and mitigations for compliance matters required for successful operations of the system. The Safety and Training Manager will also be responsible for ensuring compliance with all applicable California Highway Patrol, OSHA Federal, State, and local requirements.

Training

Contractor will assume full responsibility for training personnel. In this regard, Contractor must develop and implement an ongoing comprehensive Training Program covering all aspects of the system. The Training Program must meet, at a minimum, all applicable Federal, State, and local regulations.

Vehicle operators must be trained in all operational procedures relating to the system. The Contractor must provide a program of operator training in vehicle operation, defensive driving, passenger relations, ADA requirements, fare collection, route and schedule orientation, and on-time performance prior to permitting any operator to operate any bus in revenue service. The Contractor will also provide an on-going safety program to ensure a safe operating environment. Training must place significant emphasis on techniques for interacting with the public in a helpful and courteous manner to achieve the maximum level of customer service; this requirement pertains to regularly assigned and relief vehicle operators.

The Contractor will be required to have an on-going refresher operator-training program for existing operators. Among the relevant topics included in the training should be defensive and safe driving, emergency crisis management, understanding work expectations, and passenger sensitivity training.

System Safety

Contractor will assume full responsibility for assuring that the safety of passengers, personnel, members of the public, vehicles, and equipment are maintained at the highest possible level throughout the term of the contract. In this regard, Contractor must develop and implement an ongoing comprehensive Safety Program covering all aspects of the system. The Safety Program must meet, at a minimum, all applicable Federal, State, and local regulations. The Safety Program must be submitted for Marin Transit approval one month prior to service startup. Contractor will require that all operators, supervisors, dispatchers, mechanics, and managers participate in the Safety Program.

Safety reviews and accident prevention are to be included in the Safety Program. The program must also include provisions to regularly review all aspects of the operation to ensure that the service being provided meets the highest level of safety standards. This will include audits of vehicles and equipment, delivery of accident prevention programs, monthly safety meetings, and ensuring adequate follow-up on findings.

Dispatchers

A dispatcher will be assigned during operator sign-on, sign-outs, and the hours of revenue service (including Saturdays, Sundays, and holidays) to maintain reliable communication with vehicle operators, to respond to requests/inquiries from operations and Marin Transit staff, and document daily activity within the TransTrack data system. Dispatchers will be responsible for coordinating vehicle and operator assignments, monitoring radio transmissions and Marin Transit’s online AVL platform for service quality, monitoring daily traffic conditions, and responding to service interruptions and alterations. A dispatcher may not be required to be on active duty only if there is a road supervisor to handle dispatch

responsibilities and also if the number of vehicles in revenue service are less than 20% of total vehicles in peak revenue service.

Road/Field Supervisors

Proposers will provide dedicated on-street road supervision throughout the service area during the time that any vehicles are in revenue service to:

- a. ensure quality service delivery on a regular basis;
- b. facilitate fleet deployment while performing pre- and post-trip inspections;
- c. monitor and review on-time performance captured by onboard AVL equipment;
- d. work with Marin Transit staff to identify operational efficiencies to improve revenue and non-revenue operations;
- e. provide extensive field support in an effort to minimize service interruption;
- f. address specific service problems and service interruptions; and
- g. complete specific projects as requested.

A road supervisor should be available to respond to all service incidents within 60 minutes or prior to the next scheduled trip. The road supervisor must also be available to complete unscheduled revenue trips as needed.

Vehicle Operators

Vehicle operators will work on a schedule that ensures a consistent and overall high quality of service. Vehicle operators must have a valid California Class B (with appropriate endorsements) operator's license and Medical Examination Certificate, as well as any other licenses required by applicable federal, state, and local regulations. There are Marin Transit vehicles used in both Package 1 and Package 2 service that require an air brake endorsement.

While performing their route duties, vehicle operators must maintain a clean and neat appearance and must be in a uniform that displays the operator's name. Contractor will be expected to provide uniforms for their driving staff. These uniforms should include (at a minimum), collared shirts (polo or long sleeve) with their company logo or the Marin Transit logo, full length pants, closed toed shoes and employee badges that clearly display the employee's name, position and photo as well as the Marin Transit Logo. Marin Transit has the right to approve or disapprove of the operators' uniform to be used for the service. Maintenance and replacement of uniforms remains the Contractor's responsibility.

In addition, the Contractor will conduct pre-employment DMV checks of all personnel including independent Contractor or subcontracted employees hired for service. The Contractor will also enroll all drivers in a DMV pull program and check DMV records at least every six (6) months and as additional updates are received for accidents, vehicle code violations, and valid operator's licenses of its employees whose jobs require them to operate vehicles for this project. This information will be filed by vehicle operator and should be located in a central place and be accessible to Marin Transit upon request.

Drug Free Work Place

Contractor(s) will comply with:

- a. U.S. Department of Transportation (DOT) regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40 to the extent applicable.
- b. Federal Transit Administration (FTA) "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

Drug and Alcohol Testing Program

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with relevant United States Department of Transportation regulations, produce any documentation necessary to establish its compliance with these regulations, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or Marin Transit to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under DOT regulations and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before March 1 and to submit the Management Information System (MIS) reports before March 1 to Marin Transit General Manager. To certify compliance the Contractor will 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. The Contractor agrees further to submit before contract implementation a copy of the Policy Statement developed to implement its drug and alcohol testing program.

Marin Transit will conduct ongoing oversight to ensure the Contractor’s compliance with the DOT/FTA regulations during the term of the contract. The Contractor(s) will provide Marin Transit with a copy of their Anti-Drug and Alcohol Misuse Policy and related forms, quarterly *and* annual drug and alcohol testing reports, and other information as requested. Non-compliance may result in suspension or termination of contract and/or non-payment of outstanding invoices.

Currently, the operators in Package 2 are represented by an employee union, Teamsters Local 655. For information regarding the Collective Bargaining Agreement (CBA), proposers are directed to contact the business representative, Juan Gallo, at jgallo@teamsters665.org or (650) 678-5502.

Package 2 Additional Personnel

The following positions are specific to the operation of Package 2.

Muir Woods Supervisors

In addition to the required Dispatch and Road Supervisors identified above, contractors bidding on Package 2 must also include a Road Supervisor dedicated to supporting the Muir Woods operation when this route is in operation. This position will be the liaison between the National Parks ticketing/reservation vendor and the transit service operation. Supervisors will be expected to be physically onsite at all shuttle pickup points, but focus most of their time at either the Pohono Park and Ride lot or the Muir Woods stop. This position will also participate in coordination meetings between Marin Transit, the National Park Service and their ticketing/reservation vendor as needed.

Muir Woods Host

In addition to the required Dispatch and Road Supervisors identified above, contractors bidding on Package 2 must also include a Muir Woods Host position dedicated to supporting the Muir Woods operation when this route is in operation. The Host would report to the Pohono Park and Ride Lot between 8:30 am and 4:30 pm during weekend and holiday operations and support operations including, but not limited to: ticket validation and sales, bus passenger information, and National Monument information. This position would be responsible for driving and staffing the mobile information kiosk.

School Coordinator

The School Coordinator should be included for those bidding on Package 2 to support supplemental school services and will ensure coordination with all schools served by the Supplementary School routes. Marin Transit will provide school route scheduling and planning for school districts currently served. The Contractor will be responsible for monitoring and updating the online bell schedule calendar and coordinating these schedules with operations. They will also work with each school-designated coordinator on any issues related to early releases, overcrowding, or any other daily operational concerns. This position can share other duties within the contract but must have specific time allocated in their schedule to support these efforts.

Please refer to Fixed Route Service Contract (Attachment I) for additional personnel requirements and responsibilities.

OPERATIONS RESPONSIBILITIES

Management

The Contractor will be held responsible for project management according to specified operating procedures. Marin Transit may establish additional rules that are reasonable for efficient and safe operation of this service after consultation with the Contractor.

Operating Performance Standards

Vehicles will be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public.

Service will be provided as scheduled or according to any adjusted schedule established by Marin Transit, including route modifications required as a result of a declared emergency, construction activity, local event, or weather conditions. Operational difficulties that result in missed trips or vehicles not operating as required by this RFP must be reported immediately to Marin Transit.

Customer Service

Procedures must be established to ensure that project management staff is aware of passenger complaints and operational problems. Operations staff are to report any passenger complaints, vehicle issues, or any other operational problems to management staff, which will ensure that supervisory or maintenance staff take appropriate measures to correct the problem and report all complaints to Marin Transit. All passenger complaints, vehicle issues, or other operational problems are required to be

entered into TransTrack’s Daily Customer Feedback module immediately. The Contractor is responsible for entering information regarding follow up response and corrective actions taken to address the initial issue. All passenger complaints must be recorded within 24 hours of occurrence and followed-up on within two business days of receipt.

On-Time Performance

The Contractor will strive to maintain on-time performance; however, the Contractor will not be held responsible for failure to provide on-time service due to unusual weather, traffic conditions, or naturally occurring disasters if sufficient documentation is provided to Marin Transit. The Contractor must report any issues that will impact on-time performance to Marin Transit staff immediately. The Contractor is responsible for reporting ongoing traffic or other operational issues that effect on-time performance and working with Marin Transit staff to modify schedules to correct any issues.

The minimum On-Time Performance standards include:

- No trip will leave schedule time points early;
- Ninety-percent of fixed routes at major stops and transfer hubs and eighty percent of fixed routes at minor timepoint stops will depart no more than five minutes after the schedule time; and
- No trips will be missed due to unavailability of operators or vehicles.

Personnel Performance Standards

Regularly assigned operators/mechanics or a fully trained backup must be available at all times to ensure consistent and reliable service.

All personnel are responsible for knowledge of the service system design, including the routing and stops, fare policy, schedules, access to major attractions and regional transit service connections, and ADA requirements as they relate to stop announcements and wheelchair passengers. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints and operational problems to project management staff.

Destination Signs

Marin Transit’s vehicles have either Hanover or Twinvision destination signs (see Equipment Summary in Attachment B). Vehicles that currently have Twinvision destination signs and are due to undergo a vehicle replacement within the timeframe of this contract will be replaced with vehicles that have Hanover destination signs.

While in revenue service, the operator will ensure the proper route destination is displayed, including route number and direction. This information must be visible from the front or side of the vehicle (depending how the vehicle equipment is configured). The Contractor is responsible for ensuring that all destination signs are working and are maintained correctly. The Contractor is responsible for promptly repairing or replacing all destination signs if deemed that the destination signs are irreparable or exceed costs of reasonable repair. Technical specifications for Hanover destination signs are in are provided in Attachment C.

Fare Collection and Accountability

The Contractor must collect or validate fares on the Package 1 and 2 services at levels set by Marin Transit and according to procedures approved by Marin Transit. GFI Odyssey Validating fareboxes and Clipper units are installed on all vehicles.

The vehicle operators will be responsible for accepting local cash fares, passes, and stored value cards, as well as future payment options. Operators will also be responsible for accepting regional cash fares, regional Clipper cards, and issuing the appropriate transfers for travel on other Marin Transit services and Golden Gate Transit buses and ferries outside the County. In the event of a farebox becoming full or malfunctioning, operators are to notify dispatch immediately and are not, under any circumstances, to handle any money. The Contractor is to repair the farebox or swap out units with drivers as soon as it is safe to do so without impacting operations.

The Contractor will oversee and be responsible for daily fare data and revenue collection. Package 1 and 2 services will use the provided portable data unit for downloading data from each farebox, at a minimum, on a weekly basis. Reports from the portable data unit must be transmitted to Marin Transit weekly. When not in use, the Contractor will need to connect the portable data unit to the internet in a secure location. The data unit will need to be made available to Marin Transit as needed via remote access or by bringing the unit to Marin Transit offices to allow staff to run special reports or change configuration settings.

The Contractor will use the 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 Marin Transit) and taking the cash bag directly to the San Rafael Bank of Marin branch to be deposited into the County 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.

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.

Currently, the Package 1 vehicle's data is captured daily when vehicles refuel at the Marin County Civic Center Facility. This facility is equipped with an antenna that transmits and receives data when a vehicle passes within its signal range. Package 2 data is collected onsite at the current contractor's facility as the Clipper antennae system is currently installed at this location. Marin Transit will work with Clipper and relocate the Package 2 equipment at its own expense.

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.

AVL Equipment

The Contractor must ensure that all MDT, AVAS, and APC equipment are working before any vehicle begins revenue service. If any equipment has been determined to not be functioning correctly, the Contractor will notify Marin Transit staff and either submit a support ticket via Syncromatics online platform or fix internally. 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.

Automatic Passenger Counter

Automated passenger counting allows Marin Transit to make informed decisions about where people are riding, and when they are doing it. This data is critical for making service changes, adjusting schedules, and other related operations and planning aspects of Marin Transit's fixed-route service. The Contractor will be required to quarterly recalibrate APC sensors on all vehicles (See Attachment C for specifications of the APC devices).

Audio Visual Annunciation System

The Contractor will be required to ensure that the Audio Visual Annunciation System (AVAS) is functional on all vehicles at all times. If AVAS is malfunctioning, the Contractor will work the Syncromatics to identify and address any issues.

Onboard Video Equipment

Marin Transit has Seon onboard camera systems installed on all Marin-Transit owned vehicles. The purpose of having onboard cameras is to improve the safety of bus passengers and drivers. 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 conducting preventive maintenance activities during PM cycles as well as follow up to any driver write-ups identified in their pre-trip inspection sheets. See Attachment C for recommended maintenance schedules.

Onboard Routers (Wifi)

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.

Safety, Security, and Management Program

The Contractor shall be responsible for the safety and security of the passengers and the vehicles, systems, and equipment provided by the Marin Transit for the Contractor's use, and for providing a safe workplace for its employees in the performance of vehicle and equipment maintenance responsibilities. The Contractor shall work cooperatively with Marin Transit staff, and any contractors, local, State and Federal representatives identified by Marin Transit to develop and implement safety and security procedures. Contractor shall provide Marin Transit with a copy of its Safety, Security, and Emergency Management Program to be made part of Fixed Route Service Contract (Attachment I).

Emergency Preparedness Plan

Marin Transit will work 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. 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 Fixed Route Service Contract (Attachment I).

MAINTENANCE RESPONSIBILITIES

General Requirements

The Contractor will be responsible for implementing a comprehensive vehicle maintenance program, as approved by Marin Transit, that is in compliance with the requirements of this RFP and Original Equipment Manufacturer (OEM) standards. Marin Transit reserves the right to require additional maintenance standards at its discretion. In the event of any discrepancies in maintenance standards/intervals between this RFP and OEM standards, the Contractor will be responsible for adhering to the more stringent of the requirements.

If new vehicles are acquired and the specific maintenance requirements for these vehicles are not provided for in this RFP, Contractor is required to follow all procedures as stated in the OEM Operations and Maintenance Manual for the new vehicles and the individual components, such as engines, transmissions, and air condition units.

Through an approved Preventive Maintenance program, the Contractor will maintain all components of each bus, including its body, frame, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. Any significant bus damage caused in any accident or otherwise will require the Contractor to immediately repair such damage when it is determined such damage impairs the proper and safe mechanical operation of the bus. No bus will be operated in revenue service that has body, paint, or interior damage unless Marin Transit has granted special permission to do so. In no event will Marin Transit be required to repair, replace, or maintain any bus.

Please refer to Fixed Route Service Contract (Attachment I) for additional vehicle maintenance requirements, including end-of contract vehicle turnover requirements.

Vehicle Maintenance

The Contractor is responsible for all vehicle maintenance on Marin Transit-owned vehicles and vehicle equipment including fareboxes, destination signs, APC's, AVL, AVAS, Clipper equipment, MDT's, and onboard mobile video surveillance equipment. Contractor will be responsible for programming electronic head signs and ensuring that data communication links and computer set-up related to Clipper, GFI fareboxes, and TransTrack are functional. The Contractor will also be responsible for ensuring that all vehicle warranty work is performed in accordance with the warranty conditions, if applicable.

Should Marin Transit require that additional onboard equipment be installed, the Contractor will be required to cooperate during the installation of the equipment, attend training, and adjust its operating procedures accordingly. Costs for installing additional equipment will be incurred by Marin Transit.

Applicable Codes and Regulations

All vehicles required to be utilized for this proposal will be safe for operation on public streets and freeways over the term of the contract and meet all requirements in the California Vehicle Code for a bus. All parts of the vehicle (and all equipment mounted on or in the vehicle) will conform to the Federal Motor Vehicle Safety Standards and the California Administrative Code, Title 13 on Motor Vehicles. Particular attention will be directed to compliance with California Highway Patrol Motor Carrier Safety Regulations within Title 13 and approved updates to these regulations. The service vehicles operated under this contract are subject to random periodic inspection by the California Highway Patrol (CHP), California Air Resources Board (CARB), and Federal Transit Administration (FTA), as well as Marin Transit staff. Contractor will notify Marin Transit of inspections performed by a governmental agency other than Marin Transit. The results of those inspections will be transmitted to Marin Transit immediately and any applicable signed certification will be displayed or carried on the vehicles.

Unforeseen Major Repairs

Marin Transit-provided vehicles are not expected to need major repairs over the life of the contract. Unforeseen major repairs not covered under warranty (such as engine or transmission rebuilds) will be paid for by Marin Transit outside of this contract. It is at Marin Transit's discretion to determine what qualifies as an unforeseen major repair, and Marin Transit may elect to have the Contractor pay these costs, especially if it determines that Contractor negligence was cause of repair being needed. Tires or other routine maintenance are not to be included as major repairs.

Warranty Service

The Contractor will be required to negotiate and process all vehicle warranty claims through the manufacturer's own warranty department and is responsible for the collection of any monies, extended warranties, or credits as a result for the length of time the warranty is in effect. The Contractor will be responsible for keeping a vehicle file by vehicle number, documenting all warranty work.

Tires

The Contractor will be responsible for providing tires for all revenue vehicles without any additional cost to Marin Transit. The Contractor will furnish and maintain tires for all vehicles utilized at any time during the term of this contract.

Spare Vehicles

The Contractor will dispatch a spare vehicle in the event of a vehicle breakdown or accident. If a Marin Transit-owned vehicle is unavailable for revenue service, the Contractor will work with Marin Transit to identify a short-term solution until spare vehicles are made available. All vehicles used in revenue service must include an appropriate headsign and farebox.

Road Calls

A road call will be defined as when a mechanic and/or tow truck responds to a call for assistance for any reason or when a road supervisor responds to a call for a mechanical reason. 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.

Spare Parts

The Contractor will be required to maintain a consistent and ample inventory of parts that are commonly used in maintenance service and/or repairs. Parts such as decals, destination signs, farebox equipment, clamps, lights, hoses, and belts of all variety of sizes and other highly-used parts will be readily available at the Contractor's facility. Unnecessary delays to the repair of a vehicle, caused by a lack of spare parts, can be grounds for performance penalties.

Required Service and Maintenance Records

The Contractor will be responsible for keeping a vehicle file by vehicle number, documenting all vehicle maintenance to include preventative maintenance (P.M.) scheduled maintenance and inspections, parts usage, unscheduled maintenance, fuel and oil usage, labor expended on each vehicle, and engine and transmission rebuilds. The file and all other records must be clear, legible, accurately describe the work performed, and completely filled out by the mechanic doing the work.

The Contractor is responsible for keeping the vehicle file current throughout the term of the Contract and will remit complete copies of all vehicle files to Marin Transit at the end of the Contract. The Contractor will have a maintenance records system that meets the criteria set forth in this section within 90 days of the start of the contract.

Quality Assurance

Marin Transit will have immediate and unrestricted access to all vehicle maintenance records and vehicles during planned or unannounced visits or inspections to vehicles and the Contractor's facility for the duration of the contract. Marin Transit will be entitled at all times to conduct unscheduled or unannounced inspections of any vehicle or facility in order to determine compliance with the provisions hereof.

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 Marin Transit 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 Marin Transit and indicate what action is being pursued if an unsatisfactory rating was received. These reports will be submitted to Marin Transit within 10 working days subsequent to the CHP inspection.

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

Vehicle Maintenance Status

The Contractor will maintain a vehicle maintenance status report for each vehicle in the shop where vehicles are maintained. The status report will contain (but not be limited to) the following:

- Vehicle Mileage
- Date and Mileage of last L.O.F.;
- Date and Mileage of last P.M.;
- Date and Mileage of last brake inspection;
- Date and Mileage of last A/C inspection;
- Date and Mileage of last wheelchair lift or ramp inspection;
- Date and Mileage of next L.O.F.;
- Date and Mileage of next P.M.;
- Date and Mileage of next brake inspection;
- Date and Mileage of next A/C inspection; and
- Date and Mileage of next wheelchair lift or ramp inspection.

Marin Transit may add categories at its discretion.

Preventive Maintenance Program

The Contractor will implement a preventative maintenance program consistent with the original equipment manufacturer’s specification (OEM) recommended intervals which includes: preventive maintenance / safety inspections; engine oil and filter changes; tune-ups and adjustments; major transmission service; and all other manufacturer guidelines.

The preventative maintenance program must include maintenance on all ancillary equipment to the vehicles such as fareboxes, destination signs, Clipper units, onboard video surveillance systems, APC, AVAS, and AVL equipment.

Provisions will be made in the maintenance program to complete the majority of scheduled preventive maintenance services and repair when the buses are not required for service. Access to the Contractor’s Maintenance Program tracking system must be made available to Marin Transit at any time. In addition to maintaining maintenance records internally, Contractor must also track maintenance activities using TransTrack’s Vehicle Maintenance module(s) as described in the Reporting Requirements section below.

Preventive Maintenance of Lift Equipment

The Contractor will require all operators to cycle all lifts prior to the start of revenue service each day. Operators must document and submit all noted lift defects to the Contractor's maintenance department. The Contractor will provide a separate preventive maintenance program for the vehicle wheelchair lift system that meets or exceeds the manufacturer's recommended or specified PM program, including testing the wheelchair lifts to up to the maximum allowable weight according to the manufacturer of each vehicle. The PM program for the wheelchair lifts should be done as part of the regular PM cycle. The wheelchair lift PM program will be submitted within the response to this RFP. Any wheelchair lifts determined to be malfunctioning or not working correctly will require the bus to be removed from service. The Contractor will document any issues with a wheelchair lift in the vehicle file and will make reference to operator pre-trips inspection sheets.

Vehicle Cleanliness

On a scheduled basis, the Contractor will maintain each vehicle in a clean condition throughout (both interior and exterior). The Contractor will ensure the cleanliness of each vehicle prior to the commencement of each service day. The exterior of each vehicle will be kept clean from road dust, mud, tar, grime, and graffiti. Vehicles will be washed frequently enough to ensure a professional appearance while maintaining compliance with rainwater and runoff regulations.

The interior floor of each vehicle will be kept swept and mopped by the Contractor daily.

This complete cleaning will include (but not be limited to) ceiling, walls, area behind the seats, floors, operator’s area and dash, ancillary equipment, and windows, and gum shall be removed from the floors and all passenger seats.

Seats will be cleaned regularly and marks and stains removed promptly. Seats that are worn, excessively stained, or torn will be replaced.

The interior will be maintained free from roaches and other vermin at all times. The Contractor is expressly prohibited from using any vermin control product that would be hazardous to the health and well-being of the passengers and operator of such vehicle. The interior passenger compartment of each vehicle will be free of noxious odors from cleaning products; vermin control products, and exhaust fumes emitted by the engine of such vehicle.

The complete undercarriage and engine of each revenue vehicle shall be steam cleaned as needed but no less than annually. Each Revenue Vehicle shall be fully detailed inside and out every one-hundred-twenty (120) calendar days.

Vehicles are to be kept free of graffiti throughout, including windows, seats, and side panels. Contractor must keep in stock sufficient spare parts and maintain an aggressive cleaning program to remove graffiti as soon as it is discovered. Operators should note graffiti damage as part of their pre-and post trip inspections. Road supervisors must check for graffiti damage as part of field checks. On routes that experience graffiti damage more than other, Marin Transit encourages Contractor to pursue proactive strategies to graffiti abatement such procurement of interior window film inserts to quickly and more economically address graffiti window damage.

General Repairs

The Contractor will be responsible for all general repairs to vehicles provided by this contract. The Contractor will be required to obtain original equipment manufacturer (OEM) parts and supplies. No variance will be allowed regarding OEM replacement parts unless written approval is obtained in advance by Marin Transit. The Contractor must submit a request for a OEM parts variance (with all relative documentation to Marin Transit for review) in order to obtain a variance.

As a result of vehicle repairs, the Contractor will ensure that all re-assembly tasks are performed in such a manner that the vehicle remains in the OEM configuration as it was received. This includes, but is not limited to, wiring configuration and clamping, power train components, and body assembly. No variation or vehicle system modifications will be allowed without written authorization from Marin Transit.

Maintenance repairs to vehicles must be completed within a reasonable amount of time to minimize the time the bus is not available for revenue service or back-up service. Adequate maintenance staff levels and shift assignments, proper inventory controls, and established accounts with various vendors are just some of the resources available to address this requirement.

In the event of a revenue vehicle breakdown, accident, or other event rendering the revenue vehicle unfit for service, the Contractor shall provide a replacement vehicle within thirty (30) minutes after the vehicle operator reports (or should have reported) the occurrence.

Repair of Accident Damage

The Contractor will be responsible for all accident damage repairs. All vehicle repairs will be performed by competent repair facilities, which are capable of repairing the vehicles back to their original configuration, appearance, and structural integrity.

Repair of Decals

The Contractor will maintain and replace all decals, applied to both the interior and exterior surface of the vehicles, at the Contractor's expense. There will be no perceivable variation in gloss or shade of the decals throughout the contract period.

Painted Surfaces

All painted surfaces must be in good condition. Normal wear and tear to the finish is to be expected, but paint is to be maintained at a high level of finish throughout the contract period to present the best possible image to the public. All painted surfaces will be free from graffiti, body damage, rust, and scratches. It will be the responsibility of the Contractor to assume all costs associated with painting the vehicles to the standards established by Marin Transit with regards to fading or discoloration from wear and tear.

Wheel Maintenance

The Contractor will maintain all wheels in a clean and presentable condition throughout the contract period. This is to include (but not be limited to) cleaning and painting of wheel hubs in an even appearance so as to leave no runs, drips, fogged painting, or over spray. No bus is to be in revenue service or in ready status with dirty, stained, or improperly maintained wheels.

Please refer to Fixed Route Service Contract for additional requirements and responsibilities related to vehicle maintenance and the Contractor's Vehicle Maintenance Plan (VMP) in Attachment I.

REPORTING REQUIREMENTS

The Contractor is required to provide all inputs and generate all of the reports described below using the District’s integrated, web-based data collection system TransTrack (see description below). The Contractor will work with Marin Transit and their vendor, TransTrack, to ensure the proper data integration is set-up to automatically transfer GFI, Clipper, APC, and AVL data on a regular basis to the system. Additional manual inputs such as vehicle maintenance and customer service records will be added daily by the Contractor.

Reports should be provided by the times specified for each report. Some of the reporting requirements may change as Marin Transit’s external reporting requirements change. These reports will be used to monitor performance along with Marin Transit staff field inspections and Contractor reporting.

The Contractor is required to provide all of the reports described in this section at the frequency that is specified for each report.

Integrated Data Management System (TransTrack)

All applicable data furnished by the Contractor must reside in Marin Transit’s centralized Data Management System provided by TransTrack Systems, Inc.® (TransTrack). Contractor must maintain access and information in TransTrack, which will provide the basis for Contractor invoicing. The Data Management System is a customized version of the Web-based Transit Performance Manager™ software package developed by TransTrack Systems, Inc.®. Attachment D shows example data entry view for this software.

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

Automated data reporting is currently in place for select performance metrics. Marin Transit staff monitor these imports and Contractors have little responsibility for their maintenance. These imports typically occur daily during non-operational hours of service and include:

- Ridership – imported from GFI probing computer and online Clipper system
- On-Time Performance – imported from Syncromatics data feed
- Customer service reports taken by Marin Transit’s contracted call center (operated by Golden Gate Transit and shared with SMART)

Marin Transit is responsible for many areas of reporting within TransTrack. Contractor will work with Marin Transit during schedule changes to review and confirm planned hours of revenue service and NTD calculations. These planned hours of revenue service become the basis for reporting and invoicing by the contractor and agreement is needed prior to starting a new service plan. Marin Transit recently hired an outside analyst to review NTD calculations and develop a spreadsheet that assists with calculating these hours based on industry standards and definitions. This will be used as the basis for calculating revenue and non-revenue hours and miles.

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 are 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 a vehicle is not available for service due to maintenance issues, the reason it is unavailable, and when it is 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.

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. Marin Transit may also require passenger mile sampling, as required by the NTD every three years. Marin Transit needs to conduct data sampling to develop statistically-valid estimates of passenger miles traveled (PMT) and unlinked passenger miles (UPT) and report them to the NTD. Marin Transit will work with contractor for developing processes and procedures for collecting and reporting this data.

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.

Department of Transportation Drug and Alcohol MIS Reporting

Contractors are subject to Department of Transportation (DOT) drug and alcohol testing regulations and thus must submit online their annual drug and alcohol testing data as required by the DOT into their Drug and Alcohol Management Information System (MIS). Contractor shall provide Marin Transit a signed original report 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.

Special Reports

Contractor shall prepare and provide any special reports, or more detailed information, requested by the Marin Transit.

Ownership of Documents

Contractor agrees that any and all information, in oral or written form, whether obtained from the Marin Transit, 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 Marin Transit, 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 Marin Transit.

LIQUIDATED DAMAGES

Marin Transit will monitor the performance of the Contractor in delivering service and maintenance of all vehicles and equipment in order to ensure the reliable and safe delivery of service, contract compliance, and the preservation of the integrity of Marin Transit equipment. Marin Transit will maintain the right to assess liquidated damages against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards and any additional requirements by Marin Transit.

Applicable liquidated damages may be charged at the discretion of the District based upon non-compliance with the standards reported by: 1) the Contractor; 2) at least three passengers; or 3) Marin Transit staff. Marin Transit reserves the right to modify these performance criteria as necessary.

The assessment of liquidated damages by Marin Transit in no way diminishes the responsibility of the Contractor to meet the requirements of the contract. Failure of the Contractor to comply with these requirements may result in the Contractor being considered non-compliant, which may result in contract termination.

Table 11: 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 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

Table 12: Maintenance Liquidated Damages

Description of Violation	Penalty
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

OTHER CONSIDERATIONS

Service Expansion and Reduction/Hourly Rates

Demand for the service may increase from time to time, requiring additional vehicles, additional hours, and/or more frequent service.

Without invalidating the contract, Marin Transit may order additions to or deletions from the work to be performed. Marin Transit will be allowed to increase or decrease annual revenue hours up to 20% of contracted work without affecting the rates proposed for service.

While the cost proposal will be evaluated on the base contract revenue hours, proposers are required to provide cost information for service expansion and reduction in the cost proposal (to be provided in a separate envelope). In the event that Marin Transit must increase or decrease revenue hours by 20%, the Contractor will be notified in writing.

Additional services will not be performed by the Contractor under this Agreement unless specifically stated within this Agreement or authorized by Marin Transit in writing and in advance.

Additional Operating Requirements

Providing adequate service may require route changes as well as additions in level of service. The Contractor must have available, or be able to acquire in a timely fashion, personnel required for the operation of the project. Marin Transit will have the option to add or delete from the given schedule or to re-deploy the service to other areas based on demand or increase of service productivity. Any modification to the routes and schedules will be furnished by Marin Transit to the Contractor fifteen (15) days prior to the service change. Route modifications caused by non-recurring events (e.g. freeway accident) are the responsibility of the Contractor. Route modifications necessitated by recurring events (e.g. street closure) are also the responsibility of the Contractor but must be approved by Marin Transit. In case of an emergency, the Contractor will respond to modifications to service immediately upon request by Marin Transit.

Compensation

Marin Transit will pay the Contractor based on the costs contained in the submitted cost proposal, but not to exceed the budget approved by Marin Transit, for the complete and satisfactory performance of the terms and conditions of this Agreement for the period agreed upon.

Contractor Invoice

The Contractor will submit claims for payment with documentation thereof in the form and number required by Marin Transit within the time specified by Marin Transit. Documentation will be provided via the TransTrack reports (see previous sections on Reporting Requirements). These reimbursements will represent actual costs. Upon receipt of the invoice, Marin Transit staff will review and approve the Contractor’s request for payment and will submit the invoice to accounting for payment. Marin Transit makes payments every two weeks according to a check run schedule (available upon request). If any further information or any corrections are required, the review period will be extended until such information has been received and corrections have been made by the District.

Marin Transit has the authority to withhold funds under this Agreement pending a final determination by Marin Transit of questioned expenditures or indebtedness to Marin Transit arising from past or present agreements between Marin Transit and the Contractor. Upon final determination by Marin Transit of disallowed expenditures or indebtedness, Marin Transit may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

Payments to the Contractor may be withheld by Marin Transit if the Contractor fails to comply with the provisions of this Agreement.

Cooperation with Marin Transit

The Contractor will work with Marin Transit on special projects. This includes (but is not limited) to the following items:

Promotional Use of Vehicles

The Contractor will provide such vehicle(s) and driver(s) as Marin Transit may, from time to time, specify for promotional appearances, uses, and photographs at no additional cost to Marin Transit.

Bus Stops and Signage

On-going bus stop maintenance is the responsibility of Marin Transit however, the Contractor is responsible for reporting damaged or vandalized bus stop equipment as well as operating impediments at bus stops such as overhanging tree branches. Route schedules are installed in permanent schedule holders at all bus stops. The Contractor is responsible for installing and removing schedules, rider alerts, or other passenger information (provided by Marin Transit) in the rider panels.

Contacts With Media/Major Incidents

The Contractor will refer all media requests to Marin Transit and will not provide any information without prior approval from Marin Transit. In the event of a major incident affecting Contractor's operation of Marin Transit revenue service, the Contractor will defer all media inquiries to Marin Transit. The Contractor will not issue a press release or initiate other media contact without first receiving approval from the Marin Transit General Manager.

Surveys and Data Collection

From time to time Marin Transit will undertake passenger surveys and data collection to better understand service usage and passenger opinions. Authorized representatives of Marin Transit will administer these surveys. It is the responsibility of the Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work, including the distribution of survey questionnaires, and other survey or data collection material.

The Contractor will ensure that all operators of buses and road supervisors cooperate and comply with any reasonable requests by Marin Transit to collect data on passenger counts, and distribute notices, schedules, or other promotional materials to passengers in connection with the services provided.

Contractor will ensure an adequate supply of comment cards on each vehicle and will ensure their staff encourages rider feedback.

Marin Transit Identified Meetings and/or Training Session

The Contractor will be required to attend all meetings and/or training sessions as identified by Marin Transit. The Contractor may be excused from attendance only by prior written consent from Marin Transit.

Performance Monitoring by Marin Transit

The failure of Marin Transit to insist upon strict performance by the Contractor of any provision hereunder in any one or more instances will not constitute a waiver of such provision by Marin Transit nor will, as a result, Marin Transit relinquish any rights, which it may have under this Contract.

Limitations on Subcontracting

The Contractor will not sub-contract any function, duty, or work without the expressed written approval of Marin Transit.

Additional Requirements

Marin Transit, after consulting with the Contractor, may develop additional reasonable requirements under this Agreement.

Emergency Preparation

Contractor must develop procedures and provide training programs to address all types of emergency situations, including accidents, crime/security incidents, inclement weather, and forms of natural disaster. These procedures and programs will be provided to Marin Transit on an annual basis.

Upon declaration of any emergency by the County of Marin, Marin Transit may be responsible for a number of transportation-related activities, including the development of emergency travel routes, and coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor will deploy vehicles in a manner determined by the Marin County Mass Transportation and Evacuation Plan (DRAFT June 2010). Marin Transit will be obligated to compensate the Contractor for emergency service that significantly exceeds the normal expense of operating the service.

From time to time the Contractor may be required to provide non-declared emergency service, which does not necessarily require a declaration from the County. Such emergency service may require re-routing of regular service, notification of passengers, and increased road supervision and monitoring. These situations may be prompted by unforeseen road construction, road closures, and special events, or police incidents and may require the Contractor to provide a re-route of service. In the event that such an occurrence takes place where no advance notice is given, then the Contractor will take the responsibility to produce a re-route that minimizes interruptions to service, immediately notify Marin Transit, dispatch a supervisor to monitor the area and the situation, and return to the normal route/operation as quickly as possible. When advance notice is received, the Contractor will work with Marin Transit staff to develop a re-route plan, post rider alert bulletins, and in some situations, pick-up and post signs that may be provided by Marin Transit. The Contractor will also be responsible for removing the rider bulletins and signs as soon as the emergency is over.

Meeting Attendance

There will be times when the services operated by Contractor are the topic of discussion at public meetings (e.g. Marin Transit Board Meetings). Contractor management staff will be required to attend such meetings. Whenever possible, Marin Transit will notify Contractor in advance of particular concerns that might be raised. Should meeting comments be directed to Contractor operations issues, Contractor must submit to Marin Transit within seven days a plan to address the issues discussed.

On-Board Distribution/Collection of Information

Marin Transit will periodically require that the operator distribute or collect information to/from passengers. In most instances, this will be service-related material regarding detours, proposed route changes, or passenger surveys. Marin Transit will provide specific instructions with the materials to be distributed or collected. Periodically, on/off counts may be requested from operators to monitor specific trips or trip segments.

Marin Transit also requires that each vehicle be stocked with a sufficient amount of customer comment cards. These cards will be provided by Marin Transit.

Promotion

Marin Transit will notify Contractor of any promotion Marin Transit is conducting on a route. The Contractor must honor all Free Ride/Discount coupons associated with the promotion. Samples of the associated promotional coupons will be provided to familiarize operators with them. The operator will have the responsibility to verify that the Free Ride/Discount coupon presented is valid and has not expired. Instructions will be provided for the counting of riders using Free Ride/Discount coupons. Since operators will be asked about Marin Transit activities, the information and related coupons must be posted in a prominent location and/or circulated among the operators.

Contractor's employees may occasionally be required to apply/install interior and/or exterior Marin Transit-provided promotional banners, signs, decals, or similar media, onboard the vehicles. The Contractor will require operators of buses and road supervisors to cooperate and comply with reasonable requests by Marin Transit to distribute notices, schedules, or other promotional materials to passengers in connection with the services provided.

The Contractor will assist Marin Transit in conducting promotions of the service under Marin Transit's direction and approval. This assistance may require the use of a vehicle for inclusion in community service functions, parades, community fairs, or other promotional appearances, uses, and photographs.

Schedule Preparation

Marin Transit will print and provide schedules for routes served by Contractor. Updated schedules will be provided in advance of a schedule change and must be placed in vehicles by the Contractor on the appropriate routes at least seven days prior to the change going into effect. The Contractor must dispose of outdated schedules. The Contractor must maintain an inventory of current Marin Transit schedules/brochures and notify the designated Marin Transit Manager when there is a need for additional schedules prior to depletion of their supply.

Upon Contract Execution

Notice of Award. Within seven (7) Days after the date the Contract is approved by Marin Transit's Board of Directors, the Contractor will submit the following: the insurance policies as specified within twenty-one (21) calendar days of the Award), the list of Contractor's Key Personnel, and Contractor's complete organizational chart.

Transition and Start-up Plan

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 which will assure that it is capable of hiring necessary employees, conducting required training, and assuming responsibility for all required operations by the date of commencement of services.

For new contractors to Package 1 or 2, Marin Transit will provide the Contractor(s) with Revenue Vehicles for training of employees during the transition period. Revenue Vehicles assigned to Contractor for training become the responsibility of Contractor and Contractor shall maintain those Revenue Vehicles.

Compensation for Transition and Start-up activities, depending on the scale and significance of the Transition and Start-up (i.e. new facility, new equipment, staffing, etc.), shall be paid to Contractor by Marin Transit as outlined in the Fixed Route Contract (Attachment I).

New Package 1 or 2 Contractors will actively participate with Marin Transit in a detailed acceptance inspection of all Marin Transit provided Revenue Vehicles and Equipment. The inspection process shall be performed by an independent third party, selected by Marin Transit. Repairs will be identified in an inspection report and Marin Transit will determine what entity (previous contractor, new contract, or independent contractor) will be performing the repairs.

Details on the turnover audit, vehicle inspection process, and return of vehicle standards can be found in the Fixed Route Service Contract (Attachment I).

Required Submittals.

45 Day Submittals. Within forty-five (45) calendar days after Contract approval, Contractor shall submit to Marin Transit, for its review and approval the following plans and programs formalized from the RFP submittal: (1) the Transition and Start-up Plan; (2) the Employee Training Program; (3) the Vehicle Maintenance Plan, including the Preventative Maintenance Program, (4) and the Safety Program.

90 Day Submittals. Within ninety (90) calendar days after Contract approval, Contractor shall submit to Marin Transit for its review and approval, the following plans and programs formalized from the RFP submittal: (1) the Drug and Alcohol Policy Program; (2) the Safety, Security, and Emergency Management Program, (3) Emergency Preparedness Plan.

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.

ATTACHMENT A: COST PROPOSAL

Based on the general and specific provisions and requirements, and the draft service agreement contained in the “Request for Proposals”, receipt, review, and understanding of which is hereby acknowledged, the undersigned Proposer hereby proposes to manage and operate Marin County Transit District's **Package 1** (Local Connector and Local Basic) service at the prices indicated below.

Instructions to Proposers. The Marin Transit Price Summary form below is to be used to present the proposed total Base Year Hourly Rate and Fixed Monthly Fee for each of the three (3) contract years and the two (2) option years. Proposers must also complete Detailed Price Forms and the Personnel Cost Forms for each of the three year (3) contract years and include a 10% and 20% cost component variance below and above the Base Hourly Rate and Fixed Monthly Fee. The variance costs will not be included in the RFP cost evaluation. Instead the variance will illustrate the effect of revenue hour reductions or increases (up to 20%) below or above the base revenue hours during the term of the Contract. Please note that Personnel cost totals must match those provided on Detailed Price Form. The cost proposal must be submitted in a separate envelope. No cost or price information shall be contained in the other required proposal materials.

Marin Transit Price Summary

	Base Years			Option Years	
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Cost per Revenue Hour Package 1 Service					
Hourly Rate					
Fixed Monthly Fee					

One Time Costs

Start-Up Expense

Detailed Price Form – Package 1 (Base Year 1 FY 2018/19)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 18/19	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	59,960	67,455	74,950	82,455	89,940
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Detailed Price Form – Package 1 (Year 2 FY 2019/20)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 19/20	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	59,960	67,455	74,950	82,455	89,940
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Detailed Price Form – Package 1 (Year 3 FY 2020/21)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 20/21	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	59,960	67,455	74,950	82,455	89,940
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Detailed Price Form – Package 1 (Option Yr 1 FY 21/22)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 21/22	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	59,960	67,455	74,950	82,455	89,940
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Detailed Price Form – Package 1 (Option Yr 2 FY 22/23)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 22/23	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	59,960	67,455	74,950	82,455	89,940
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Personnel Costs – Package 1 (Base Year 1 FY 2018/19)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 18/19	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		59,960	67,455	74,950	82,455	89,940
OPERATORS						
operators @ \$_____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

Personnel Costs – Package 1 (Base Year 2 FY 2019/20)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 19/20	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		59,960	67,455	74,950	82,455	89,940
OPERATORS						
operators @ \$_____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

Personnel Costs – Package 1 (Base Year 3 FY 2020/21)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 20/21	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		59,960	67,455	74,950	82,455	89,940
OPERATORS						
operators @ \$_____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

Personnel Costs – Package 1 (Option Year 1 FY 2021/22)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 21/22	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		59,960	67,455	74,950	82,455	89,940
OPERATORS						
operators @ \$ _____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

Personnel Costs – Package 1 (Option Year 2 FY 2022/23)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 22/23	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		59,960	67,455	74,950	82,455	89,940
OPERATORS						
operators @ \$ _____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

PACKAGE 2 COST FORMS

Based on the general and specific provisions and requirements, and the draft service agreement contained in the “Request for Proposals”, receipt, review, and understanding of which is hereby acknowledged, the undersigned Proposer hereby proposes to manage and operate Marin County Transit District's **Package 2** (Rural, Supplemental School, Recreational, and Partnership) service at the prices indicated below.

Instructions to Proposers. The Marin Transit Price Summary form below is to be used to present the proposed total Base Year Hourly Rate and Fixed Monthly Fee for each of the three (3) contract years and the two (2) option years. Proposers must also complete Detailed Price Forms and the Personnel Cost Forms for each of the three year (3) contract years and include a 10% and 20% cost component variance below and above the Base Hourly Rate and Fixed Monthly Fee. The variance costs will not be included in the RFP cost evaluation. Instead the variance will illustrate the effect of revenue hour reductions or increases (up to 20%) below or above the base revenue hours during the term of the Contract. Please note that Personnel cost totals must match those provided on Detailed Price Form. The cost proposal must be submitted in a separate envelope. No cost or price information shall be contained in the other required proposal materials.

Marin Transit Price Summary

	Base Years			Option Years	
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Cost per Revenue Hour Package 2 Service					
Hourly Rate					
Fixed Monthly Fee					

One Time Costs

Start-Up Expense _____

Detailed Price Form – Package 2 (Base Year 1 FY 2018/19)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 18/19	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	24,000	27,000	30,000	33,000	36,000
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Detailed Price Form – Package 2 (Base Year 2 FY 2019/20)

BUDGET ITEM	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	30,000	33,000	36,000
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Detailed Price Form – Package 2 (Base Year 3 FY 2020/21)

BUDGET ITEM	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	30,000	33,000	36,000
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Detailed Price Form – Package 2 (Option Yr 1 FY 2021/22)

BUDGET ITEM	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	30,000	33,000	36,000
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Detailed Price Form – Package 2 (Option Yr 2 FY 2022/23)

BUDGET ITEM	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	30,000	33,000	36,000
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Personnel Costs – Package 2 (Base Year 1 FY 2018/19)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 18/19	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		24,000	27,000	30,000	33,000	36,000
OPERATORS						
operators @ \$_____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

Personnel Costs – Package 2 (Base Year 2 FY 2019/20)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	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	30,000	33,000	36,000
OPERATORS						
operators @ \$_____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

Personnel Costs – Package 2 (Base Year 3 FY 2020/21)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	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	30,000	33,000	36,000
OPERATORS						
operators @ \$_____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

Personnel Costs – Package 2 (Option Year 1 FY 2021/22)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	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	30,000	33,000	36,000
OPERATORS						
operators @ \$_____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

Personnel Costs – Package 2 (Option Year 2 FY 2022/23)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	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	30,000	33,000	36,000
OPERATORS						
operators @ \$_____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

PACKAGE 3 (COMBINED PACKAGE 1 AND 2) COST FORMS

Based on the general and specific provisions and requirements, and the draft service agreement contained in the “Request for Proposals”, receipt, review, and understanding of which is hereby acknowledged, the undersigned Proposer hereby proposes to manage and operate Marin County Transit District's **Package 3** (Combined Package 1 and 2) services at the prices indicated below. **Please be advised that proposers submitting to operate both Packages 1 and 2 combined must also submit stand-alone proposals to operate Package 1 and 2 independently.**

Instructions to Proposers. The Marin Transit Price Summary form below is to be used to present the proposed total Base Year Hourly Rate and Fixed Monthly Fee for each of the three (3) contract years and the two (2) option years. Proposers must also complete Detailed Price Forms and the Personnel Cost Forms for each of the three year (3) contract years and include a 10% and 20% cost component variance below and above the Base Hourly Rate and Fixed Monthly Fee. The variance costs will not be included in the RFP cost evaluation. Instead the variance will illustrate the effect of revenue hour reductions or increases (up to 20%) below or above the base revenue hours during the term of the Contract. Please note that Personnel cost totals must match those provided on Detailed Price Form. The cost proposal must be submitted in a separate envelope. No cost or price information shall be contained in the other required proposal materials.

Marin Transit Price Summary

	Base Years			Option Years	
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Cost per Revenue Hour Packages 1 & 2 Combined Service					
Hourly Rate					
Fixed Monthly Fee					

One Time Costs

Start-Up Expense _____

Detailed Price Form – Package 3 (Base Year 1 FY 2018/19)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 18/19	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	83,960	94,455	104,950	115,445	125,940
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Detailed Price Form – Package 3 (Base Year 2 FY 2019/20)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 19/20	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	83,960	94,455	104,950	115,445	125,940
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Detailed Price Form – Package 3 (Base Year 3 FY 2020/21)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 20/21	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	83,960	94,455	104,950	115,445	125,940
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Detailed Price Form – Package 3 (Option Yr 1 FY 2021/22)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 21/22	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	83,960	94,455	104,950	115,445	125,940
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Detailed Price Form – Package 3 (Option Yr 2 FY 2022/23)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 21/22	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	83,960	94,455	104,950	115,445	125,940
VARIABLE COST ELEMENTS					
Operator Wages					
Operator Fringe Benefits					
Uniforms					
Workers Comp					
Payroll Tax					
Depreciation					
Vehicle Lubricants (excluding fuel)					
Other Maintenance Costs (excluding labor)					
Corporate Overhead					
Other Operating Costs (please specify):					
TOTAL VARIABLE COST ELEMENTS	-	-	-	-	-
COST PER REVENUE HOUR					
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)					
Office Expenses					
Safety Expenses					
Recruiting Expenses					
Training Expenses					
Non-Maintenance Vehicle Expenses					
Maintenance/Storage Base					
Utilities					
Telephones					
Cell Phones/Pagers/Radios					
Insurance/Liability					
Information Technology Expenses					
Profit					
Other (please specify)					
TOTAL ANNUAL FIXED FEE	-	-	-	-	-
MONTHLY FIXED FEE	-	-	-	-	-

Personnel Costs – Package 3 (Base Year 1 FY 2018/19)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 18/19	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		83,960	94,455	104,950	115,445	125,940
OPERATORS						
operators @ \$_____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

Personnel Costs – Package 3 (Base Year 2 FY 2019/20)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 19/20	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		83,960	94,455	104,950	115,445	125,940
OPERATORS						
operators @ \$_____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

Personnel Costs – Package 3 (Base Year 3 FY 2020/21)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 20/21	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		83,960	94,455	104,950	115,445	125,940
OPERATORS						
operators @ \$_____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

Personnel Costs – Package 3 (Option Year 1 FY 2021/22)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 21/22	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		83,960	94,455	104,950	115,445	125,940
OPERATORS						
operators @ \$_____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

Personnel Costs – Package 3 (Option Year 2 FY 2022/23)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 22/23	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		83,960	94,455	104,950	115,445	125,940
OPERATORS						
operators @ \$_____ avg rate per hour						
Fringe Benefits @ ____%						
TOTAL OPERATORS WAGES AND BENEFITS		-	-	-		
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Total Supervisory Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		-	-	-		
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Total Other Wages		-	-	-		
Fringe Benefits @ ____%						
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		-	-	-		
TOTAL WAGES		-	-	-		
TOTAL FRINGE BENEFITS		-	-	-		
GRAND TOTAL		-	-	-		

Note: Personnel cost totals must match those provided on Detailed Price Form.

COST PROPOSAL FORM

OPERATION AND MAINTENANCE OF
FIXED ROUTE SERVICES IN MARIN COUNTY

Please indicate service proposal below:

PACKAGE 1 (Local Connector & Local Basic) Services	_____
PACKAGE 2 (Rural, Supplemental School, Recreational, Partnership) Services	_____
PACKAGES 1 & 2 Combined Services	_____

Being a duly authorized representative of _____, I hereby submit this Proposal for
Operations and Maintenance of Marin Transit Fixed Route Service, to the Marin County Transit District, with the understanding that said
Proposal will be valid for ninety (90) days.

_____ Authorized signature	_____ Date
_____ Printed name	_____ Telephone (w/area code)
_____ Legal name of entity	_____ Fax
_____ Mailing address	_____ Email or Internet address
_____	_____ Federal Tax Identification No.

ATTACHMENT B: EQUIPMENT SUMMARY

Table 13: Vehicle Summary

Package	Vehicle #	VIN	License	Subfleet	Length	Fuel Type	Mileage (FY17)	Acquisition Date	In-Service Date	Replacement Year	Status	Major Rebuilds Since 2016
1	92	1FD4E45S58DB59391	1322157	2008 Ford Aerotech	24 ft	Gasoline (GA)	352,994		1/29/2009	2015	Active Fleet	
1	100	1FD4E4FS7BDA34651	1366424	2011 Ford Aerotech	24 ft	Gasoline (GA)	276,730	5/5/2011	7/1/2011	2018	Active Fleet	
1	105	1FD4E4FS9DDA72661	1397121	2013 Ford Aerotech	24 ft	Gasoline (GA)	132,723	7/24/2013	8/1/2013	2020	Active Fleet	Transmission repl. (9/20/17)
1	108	1FD4E4FS6DDA83875	1397096	2013 Ford Aerotech	24 ft	Gasoline (GA)	233,183	7/7/2013	8/1/2013	2020	Active Fleet	Transmission repl. (9/20/17)
1	109	1FD4E4FS8DDA83876	1397125	2013 Ford Aerotech	24 ft	Gasoline (GA)	238,825	7/24/2013	8/1/2013	2020	Active Fleet	
1	110	1FD4E4FS9DDA83868	1397097	2013 Ford Aerotech	24 ft	Gasoline (GA)	237,745	7/7/2013	8/1/2013	2020	Active Fleet	
1	111	1FD4E4FS7DDA83870	1397095	2013 Ford Aerotech	24 ft	Gasoline (GA)	235,425	7/7/2013	7/16/2014	2020	Active Fleet	
1	112	1FD4E4FS9DDA83871	1397091	2013 Ford Aerotech	24 ft	Gasoline (GA)	182,439	8/1/2013	7/16/2014	2020	Active Fleet	
1	113	1FD4E4FS9DDA83872	1397092	2013 Ford Aerotech	24 ft	Gasoline (GA)	230,237	7/7/2013	8/1/2013	2020	Active Fleet	Transmission repl. (6/23/16)
1	114	1FD4E4FS2DDA83873	1397093	2013 Ford Aerotech	24 ft	Gasoline (GA)	229,266	7/7/2013	8/1/2013	2020	Active Fleet	
1	115	1FD4E4FS4DDA83874	1397094	2013 Ford Aerotech	24 ft	Gasoline (GA)	266,901	7/7/2013	8/1/2013	2020	Active Fleet	Transmission repl. (3/11/16)
2	301	1N9HBAC60FC084220	1473764	2015 El Dorado XHF	30 ft	Diesel Fuel (DF)	56,790	12/29/2015	1/8/2016	2027	Active Fleet	
2	618	1FDAF5GY1BED06704	1379653	2012 National Aero 550 Aero Elite	28 ft	Gasoline (GA)	264,763	1/6/2012	1/31/2012	2019	Active Fleet	Transmission repl. (7/12/17)
2	619	1FDAF5GY2BEC98984	1379652	2012 National Aero 550 Aero Elite	28 ft	Gasoline (GA)	233,088	1/6/2012	1/31/2012	2019	Active Fleet	Engine repl. (5/1/17)
2	620	1FDAF5GY4BEC64917	1379651	2012 National Aero 550 Aero Elite	28 ft	Gasoline (GA)	254,477	1/6/2012	1/31/2012	2019	Active Fleet	Engine repl. (6/1/2017)/Transmission repl. (7/12/17)
2	1136	1FDAF5GY3CEA34206	1379650	2012 National 550 320 Aero Elite Bus	32 ft	Gasoline (GA)	251,764	1/6/2012	1/31/2012	2019	Active Fleet	Transmission repl. (5/9/17)
1	1501	15GGE301XG1092953	1336039	2015 Gillig	30 ft	Hybrid Diesel (HD)	49,852	2/8/2016	4/13/2016	2027	Active Fleet	

Package Vehicle #		VIN	License	Subfleet	Length	Fuel Type	Mileage (FY17)	Acquisition Date	In-Service Date	Replacement Year	Status	Major Rebuilds Since 2016
1	1502	15GGE3011G1092954	1336040	2015 Gillig	30 ft	Hybrid Diesel (HD)	34,405	2/8/2016	8/12/2016	2027	Active Fleet	
1	1503	15GGE3013G1092955	1336041	2015 Gillig	30 ft	Hybrid Diesel (HD)	43,009	2/8/2016	5/16/2016	2027	Active Fleet	
1	1504	15GGE3015G1092956	1432037	2015 Gillig	30 ft	Hybrid Diesel (HD)	46,430	2/8/2015	5/9/2016	2027	Active Fleet	
1	1505	15GGD3012F1181501	1336020	2015 Gillig	40 ft	Hybrid Diesel (HD)	58,290	12/7/2015	1/19/2016	2027	Active Fleet	
1	1506	15GGD3012G1181502	1336034	2015 Gillig	40 ft	Hybrid Diesel (HD)	49,690	2/8/2016	3/9/2016	2027	Active Fleet	
1	1507	15GGD3014G1181503	1336035	2015 Gillig	40 ft	Hybrid Diesel (HD)	59,276	2/8/2016	3/14/2016	2027	Active Fleet	
1	1508	15GGD3016G1181504	1336036	2015 Gillig	40 ft	Hybrid Diesel (HD)	50,736	2/8/2016	3/9/2016	2027	Active Fleet	
1	1509	15GGD3018G1181505	1336037	2015 Gillig	40 ft	Hybrid Diesel (HD)	47,783	2/8/2016	3/14/2016	2027	Active Fleet	
1	1510	15GGD301XG1181506	1336038	2015 Gillig	40 ft	Hybrid Diesel (HD)	56,952	2/8/2016	4/30/2016	2027	Active Fleet	
1	1511	15GGD3011G1181507	1432036	2015 Gillig	40 ft	Hybrid Diesel (HD)	47,636	2/8/2016	5/9/2016	2027	Active Fleet	
2	1560	1FDAF5GY4FED20196	1473533	2015 El Dorado Aeroelite 270 E550	28 ft	Gasoline (GA)	110,627	9/14/2015	9/19/2015	2022	Active Fleet	Transmission repl. (9/12/17)
2	1561	1FDAF5GY6FED46248	1473535	2015 El Dorado Aeroelite 270 E550	28 ft	Gasoline (GA)	107,250	9/14/2015	9/19/2015	2022	Active Fleet	Engine repl.(12/8/16)
1	1680	1FDE4FS0GDC56729	1474532	2016 El Dorado Aerotech 240	24 ft	Gasoline (GA)	54,430	8/10/2016	8/11/2016	2023	Active Fleet	
2	1760	1N9HBAC65HC084098	1515377	2017 El Dorado XHF	30 ft	Diesel Fuel (DF)	7,293	3/13/2017	3/22/2017	2029	Active Fleet	
2	1761	1N9HBAC67HC084099	1515378	2017 El Dorado XHF	30 ft	Diesel Fuel (DF)	10,520	3/13/2017	3/21/2017	2029	Active Fleet M33	
2	3060	1N9HEACL48C084169	1338111	2008 El Dorado XHF	35 ft	Diesel Fuel (DF)	94,590	4/30/2010	9/21/2016	2020	Active Fleet	
2	3061	1N9HEACL08C084170	1338112	2008 El Dorado XHF	35 ft	Diesel Fuel (DF)	79,947	4/30/2010	9/21/2016	2020	Active Fleet	
2	3062	1N9HEACL2BC084226	1376610	2011 El Dorado XHF	35 ft	Diesel Fuel (DF)	118,603	9/9/2011	5/5/2012	2023	Active Fleet	
2	3063	1N9HEACL4BC084227	1376611	2011 El Dorado XHF	35 ft	Diesel Fuel (DF)	108,967	9/9/2011	5/5/2012	2023	Active Fleet	
2	3064	1N9HEACL6BC084228	1376612	2011 El Dorado XHF	35 ft	Diesel Fuel (DF)	105,460	9/9/2011	5/5/2012	2023	Active Fleet	

Package Vehicle #		VIN	License	Subfleet	Length	Fuel Type	Mileage (FY17)	Acquisition Date	In-Service Date	Replacement Year	Status	Major Rebuilds Since 2016
2	3065	1N9HEACL2DC084066	1396711	2012 El Dorado XHF	35 ft	Diesel Fuel (DF)	110,901	12/27/2012	5/4/2013	2024	Active Fleet	
2	3066	1N9HEACL4DC084067	1396716	2012 El Dorado XHF	35 ft	Diesel Fuel (DF)	126,134	12/27/2012	5/4/2013	2024	Active Fleet	
2	3067	1N9HEACL6DC084068	1396712	2012 El Dorado XHF	35 ft	Diesel Fuel (DF)	109,726	12/27/2012	5/4/2013	2024	Active Fleet	
2	3068	1N9HEACL8DC084069	1396713	2012 El Dorado XHF	35 ft	Diesel Fuel (DF)	93,574	12/27/2012	5/4/2013	2024	Active Fleet	Transmission repl. (8/6/17)
2	3069	1N9HEACL4DC084070	1396714	2012 El Dorado XHF	35 ft	Diesel Fuel (DF)	109,597	12/27/2012	5/4/2013	2024	Active Fleet	

Table 14: Onboard Equipment Summary

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	
86	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odysset Farebox
92	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odysset Farebox
100	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	PC Card	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odysset Farebox
105	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odysset Farebox
108	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odysset Farebox
109	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odysset Farebox
110	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odysset Farebox
111	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odysset Farebox
112	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odysset Farebox
113	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odysset Farebox
114	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odysset Farebox
115	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Twinvision	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odysset Farebox
301	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Hanover	KeyLo	Front/Side/Rear	Seon	5-camera system+1TX8 DVR	Cubic+36" Odysset 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
1501	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Hanover	KeyLo	Front/Side/Rear	Seon	7-camera system+TX8 DVR	Cubic+36" Odysset Farebox
1502	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Hanover	KeyLo	Front/Side/Rear	Seon	7-camera system+TX8 DVR	Cubic+36" Odysset 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	
1503	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Hanover	KeyLo	Front/Side/Rear	Seon	7-camera system+TX8 DVR	Cubic+36" Odysset Farebox
1504	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Hanover	KeyLo	Front/Side/Rear	Seon	7-camera system+TX8 DVR	Cubic+36" Odysset Farebox
1505	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Hanover	KeyLo	Front/Side/Rear	Seon	7-camera system+TX8 DVR	Cubic+36" Odysset Farebox
1506	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Hanover	KeyLo	Front/Side/Rear	Seon	7-camera system+TX8 DVR	Cubic+36" Odysset Farebox
1507	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Hanover	KeyLo	Front/Side/Rear	Seon	7-camera system+TX8 DVR	Cubic+36" Odysset Farebox
1508	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Hanover	KeyLo	Front/Side/Rear	Seon	7-camera system+TX8 DVR	Cubic+36" Odysset Farebox
1509	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Hanover	KeyLo	Front/Side/Rear	Seon	7-camera system+TX8 DVR	Cubic+36" Odysset Farebox
1510	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Hanover	KeyLo	Front/Side/Rear	Seon	7-camera system+TX8 DVR	Cubic+36" Odysset Farebox
1511	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Hanover	KeyLo	Front/Side/Rear	Seon	7-camera system+TX8 DVR	Cubic+36" Odysset 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" Odysset 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" Odysset Farebox
1680	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	1-door system	Hanover	USB	Front/Side	Seon	4-camera system+1 Trooper TL4 DVR	Cubic+36" Odysset Farebox
1760	Syncromatics	MDT-1000	Syncromatics	AVAS	Syncromatics	1-door system	Hanover	KeyLo	Front/Side/Rear	Seon	5-camera system+1TX8 DVR	Cubic+36" Odysset Farebox
1761	Syncromatics	MDT-1000	Syncromatics	AVAS	Syncromatics	1-door system	Hanover	KeyLo	Front/Side/Rear	Seon	5-camera system+1TX8 DVR	Cubic+36" Odysset Farebox
3060	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odysset Farebox
3061	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odysset 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" Odysset 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" Odysset 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" Odysset Farebox
3065	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odysset 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	
3066	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odysset Farebox
3067	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odysset Farebox
3068	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odysset Farebox
3069	Syncromatics	MDT-600	Syncromatics	AVAS	Syncromatics	2-door system	Twinvision	USB	Front/Side/Rear	Seon	6-camera system+TX8 DVR	Cubic+36" Odysset Farebox

Table 15: Spare Parts Inventory

Manufacturer	Equipment	Model	Mfcr Year	Quantity	Location ¹
Genfare	Odyssey Validating Farebox	36" Odyssey	2008	1	Training Unit (MA)
Genfare	Large mobile vault		2008	1	MA
Genfare	Trim Diagnostic Assembly Kit	D27996-005	2017	2	MV(1), MA (1)
Genfare	Small mobile vault		2012	1	MV
Genfare	Trim Units		2017	4	MV (2), MA (2)
Genfare	Odyssey Validating Farebox			1	MV (0), MA (1)
Genfare	Cashboxes			22	MV (16), MA (6)
Genfare	GFI Probe			2	MV (1), MA (1)
Genfare	Spare Parts Kit ²			2	MV (1), MA (1)
Hanover	48x15 OS IP65 US LED SGN OLEMS WMA			1	MA
Hanover	E420 F - Eric++ 2FML M/Comms PSU + J1708 I/F			1	MA
Hanover	DG3 01 6 0 - Deric G3 Cont Base 9-36V J1708 I/F			1	MA
Hanover	7517-01-01 - LED Sign 3V Power Subbly PCB Assy			2	MA
Seon	Trooper TL media cartridge kit, w/1TB mobile HD			2	MV (1), MA (1)
Seon	Explorer TX8 media cartridge kit, with 1 TB (2x500 GB) mobile HD			2	MV (1), MA (1)
Seon	Software kit: vMax View software, HDD USB Docking Station and Handheld mouse			2	MV (1), MA (1)
Seon	LCD monitor (5.6 inch, AC charger, battery pack)			2	MV (1), MA (1)
Seon	4-camera system (cameras only)			2	MV (1), MA (1)
Seon	6-camera system (cameras only)			2	MV (1), MA (1)
1.	MA = Marin Airporter, MV = MV Transportation				
2.	Each kit includes bill transport assembly, TRIM unit, bill validator, coin validator, electronic lock, PDU cable.				

ATTACHMENT C: ONBOARD EQUIPMENT SPECIFICATION SHEETS

Camera System

2/4-Channel DVRs

Just starting out with video surveillance?

trooper
TL2/4

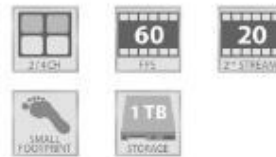
Available in two or four channels, the TL series offers safety, security, and control in one compact, high-performance package. Get the simplicity of an integrated lock-box design, easy mounting system, and point-and-click graphical user interface. Plus it works seamlessly with Seon's Smart-Reach WiFi solution for managing video data remotely.



Key Features & Benefits

- **Record 2 or 4 video channels with audio** with premium image quality (720 x 480 and up to 30 FPS per channel)
- **Plenty of recording space** with 500 GB to 1 TB of storage
- **Dual streaming technology records two information streams**; one for hi-res playback and one for real-time viewing over a cellular network at 5 FPS per channel
- **Enhanced video viewing experience** with an on-screen display of up to five signals (alarms, braking, turns, etc.)
- **Compact, integrated lock-box design** for quick and easy installation and enhanced security
- **Eliminate camera system down-time** by monitoring DVR and HDD status with Health-Check
- **Record vehicle speed & location and easily download footage** with this GPS- and WiFi-ready DVR
- **Panic and diagnostics buttons** provide an easy way to indicate an incident or verify the system is functioning

Included features:



Included features on all Seon DVRs:



Optional add-ons:



Accessories:



SEON
A Safe Fleet Brand

Trooper® TL2/4 Spec Sheet

2/4-Channel DVRs

trooper
TL2/4



Video	
Recording Channels	2 / 4 video channels, 2 / 4 audio channels
Video Resolution	720 x 480 D1 at 30 FPS on all video channels (60 FPS aggregate)
Recording Rates	Main stream: 60 FPS Second stream: 20 FPS
Compression	H.264
Quality Settings	Adjustable, 6 levels
Auto Overwrite	Selectable On/Off protected alarms
Display Modes	Single camera, quad
Playback Rate	Frame advance to 32x
Search Function	Segment, alarm, date/time, event
User Interface	OSD with remote or mouse, web browser, vMax® software suite
Timer	12 programmable timers
Delay On/Off	Selectable 0 to 60 min.
On-Screen Display	Voltage, time & date, HDD size, % full, alarm count, internal temperature
Dual Streaming	Capable of sending low-bandwidth video images live over a broadband (cellular) network
Storage	
Media	Removable media cartridge with hard drive
Capacity	TL4: up to 1 TB (TL2: up to 500 GB)
Input/Output	
Network Interface	RJ45 Ethernet port (TCP/IP)
Wiring Harness	20' (6 m) harness for power (other harness lengths are available)
Panic Alarm Input	20' (6 m) harness with panic button
Event/Diagnostic Button	An indicator panel that marks events for quick searches, auto downloads and displays DVR status
Signals/Alarms	5 signal/alarm inputs

Smart Features	
Smart-Temp™	Ensures the DVR stays at its optimal operational temperature
Smart-Speed™	A built-in monitor that records vehicle speed
Smart-Start™	Safeguards the DVR against electrical spikes with vehicle start-up voltage protection
GPS Ready	Records vehicle speed and location with optional GPS receiver; enables synchronized mapping when used with vMax® software
Electrical	
Voltage Range	8 to 32 VDC
Transient Protection	600 W per signal input
Configuration Backup	Time & programmed info (retained up to 10 years)
Mechanical/General	
Dimensions (H x W x D)	2.5 x 7 x 9.5 in (64 x 188 x 241 mm)
DVR Weight	5.3 lbs (2.4 kg) with lock-box
Environmental	
Operating Temperature	-30 to 50°C (-22 to 122°F)
Approvals	
Emissions	FCC

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1.877.630.SEON www.seon.com

User-friendly Video Playback Software

Easily view & archive video — protecting passenger and driver privacy

This easy-to-use software simplifies the viewing, archiving, and retrieval of video, and allows for easy searching by video clip, alarm, date and time, or even GPS location. Get key details about on-board incidents or pinpoint the exact time and location a passenger exited the bus. Create archives for video evidence while maintaining the privacy of passengers and drivers with our innovative blurring feature. Transit security is made easy with vMax View software.



Key Benefits

Easily View and Archive Video

Quickly locate the on-board incident and easily create a video clip for evidence. It's as easy as Point-Click-Save.

See What Really Happened — and When

Video synchronized with vehicle telemetry data, such as GPS location, vehicle speed, turn signals, and braking, in one software interface.

Protect Passenger and Driver Privacy

The innovative SmartBlur feature blurs faces across an entire video clip to protect the privacy of innocent bystanders.



Key Features

Multiple Views

View 1, 4, 6, 9 or more video channels simultaneously.



Simple Video Navigation

Easy-to-use play, forward & rewind buttons, and timeline with zoom and scroll.



Map Vehicle Path and Speed

Display exact vehicle location and speed synchronized with video playback. Requires Internet connection.



Event/Alarm/Telemetry Search

Search video by alarms, speed, GPS location, hard braking, or date/time.



Archiving Options

Archive multiple camera views in proprietary .avr or readily available .avi formats.



Timeline Navigation

Easily navigate video by clicking on the timeline to jump to a specific event or time.



Second Stream Playback

Play back a second stream of video within the playback software.



vMax® View Product Sheet

SmartBlur Feature

Blur faces of innocent passengers throughout the video to protect privacy.



GPS Advanced Search

Find relevant video easier than ever. Click on the GPS track to view video from a specific location on your route.



Digital Zoom

Zero in on key details in the video, such as faces or license plate numbers, for more in-depth analysis and review.



8-Channel DVR

Want value from every angle?

Don't let your budget compromise camera coverage. This 8-channel DVR offers dual hard drives for a fail-safe design and double the recording capacity. Get solid image quality plus a few extras to ensure event capture — like DVR Health-Check, a built-in inertia sensor, and geo-fencing.

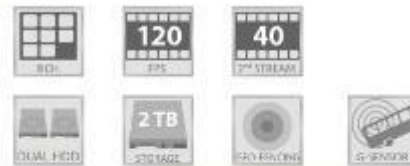
EXPLORER®
TX8

Key Features & Benefits

- **Record up to 8 video channels with audio** with smooth motion (720 x 480 and up to 30 FPS per channel)
- **Eliminate camera system down-time** by monitoring DVR and HDD status with Health-Check
- **Maximize your video retention time** with up to 2 TB of storage
- **Dual streaming technology records two information streams;** one for hi-res playback and one for real-time viewing over a cellular network at 5 FPS per channel
- **Get incident alerts and critical data on vehicle handling** with a built-in inertia sensor — ideal for accident reconstruction or driver monitoring
- **Fail-safe design for added reliability** with dual hard drives
- **Supports geo-fencing**, which delivers alerts when a vehicle deviates from a geographic boundary
- **Record vehicle speed & location and easily download footage** with this GPS- and WiFi-ready DVR
- **Panic and diagnostics buttons** provide an easy way to indicate an incident or verify the system is functioning



Included features:



Included features on all Seon DVRs:



Accessories:



Optional add-ons:



SEON
A Safe Fleet Brand

Explorer® TX8 Spec Sheet

8-Channel DVR

EXPLORER[®]
TX8



Video	
Recording Channels	8 video channels, 8 audio channels
Video Resolution	720 x 480 D1
Recording Rates	Main stream: 120 FPS Second stream: 40 FPS
Compression	H.264
Quality Settings	Adjustable, 4 levels
Auto Overwrite	Selectable on/off protected alarms
User Interface	OSD with remote or mouse, web browser, vMax [®] software suite
Timer	10 programmable timers
Delay On/Off	Selectable 0 to 4 hours Record Delay on - Up to 1 hr Record Delay off - Up to 1 hr Power Delay off - Up to 4 hrs
On-Screen Display	Voltage, time & date, HDD size, % full, alarm count, internal temperature, IG status, G Sensor Status, Fan Failure notification
Dual Streaming	Capable of sending low-bandwidth video images live over a broadband (cellular) network
Storage	
Fail Safe Design	In case of HDD failure switches recording to the other HDD
Media	Removable media cartridge supports dual mobile hard drives
Capacity	Up to 2 TB
Input/Output	
Alarms	1 dedicated Alarm input 4 internal alarms to connect to signals or internal triggers
Signals	10 signal inputs
Network Interface	2-port Ethernet switch (TCP/IP)
Event/Diagnostic Button	An indicator panel that marks events for quick searches, auto downloads and displays DVR status
Video Out	1 BNC, 1 RCA

Smart Features	
Smart-Temp [™]	Ensures the DVR stays at its optimal operational temperature
Smart-Start [™]	Safeguards the DVR against electrical spikes with vehicle start-up voltage protection
Health Check	Monitors recorder, attached cameras and HD drive health status
Wi-Fi Ready	Supports the Smart-Reach industrial mobile Wi-Fi solution
GPS Ready	Records vehicle speed and location with optional GPS receiver; enables synchronized mapping when used with vMax [®] View software
Geo-fencing	Uses GPS technology to set a geographical boundary for a vehicle; receive an alert if it deviates
Inertia Sensor	Includes built-in 3 axis G-sensor
Electrical	
Voltage Range	8 to 32 VDC
Transient Protection	600 W per signal input, 1.5 kW power input
Configuration Backup	Settings retained up to 10 years
Mechanical/General	
Dimensions (H x W x D)	2.8 x 11.6 x 10.5 in (72 x 294 x 267 mm)
Weight	6.6 lbs (3 kg)
Environmental	
Operating Temperature	-30 to 50°C (-22 to 122°F)
Storage Temperature	-40 to 60°C (-40 to 140°F)
Approvals	
Emissions	FCC
Vibration	Tested against SAE-1455 and MIL-STD 810F

SEON

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Maintenance Overview

All Seon products are designed for high reliability of operation. By establishing a regular preventative maintenance program you can eliminate possible problems before they occur, protect your investment and enhance the smooth operation of your camera system.

Within this manual you will find a number of different maintenance procedures. Some, such as “The 5 Minute Test” should be incorporated in your regular Preventative Maintenance schedule. Others, such as “Cleaning the fan filters” should be done as frequently as your environmental conditions demand. Some procedures may need to be done only at the request of Seon Service.

Suggested Maintenance Schedule

5 Minute Test – DVR Status & Camera Alignment	<u>Incorporate in Regular Preventative Maintenance</u>
Check DVR Mounting	<u>Incorporate in Regular Preventative Maintenance</u>
Changing the fan filters	Unpaved roads: Monthly, Paved Roads: 3 months
Adjusting the date & time	Every 6 months
Cleaning the DVR	Unpaved roads: Monthly, Paved Roads: 3 months
Cleaning the cameras	Unpaved roads: Monthly, Paved Roads: 3 months

Perform As Required (Consult Seon Service)

Firmware Updates	May be required to add features/update the DVR
Reformatting the Hard Drive	May be required to correct time marker errors

General

Removing and Seating Hard Drives	For archiving and troubleshooting purposes
Connecting a Laptop to the DVR via Ethernet	For downloading video and configuring the DVR

Automatic Passenger Counters



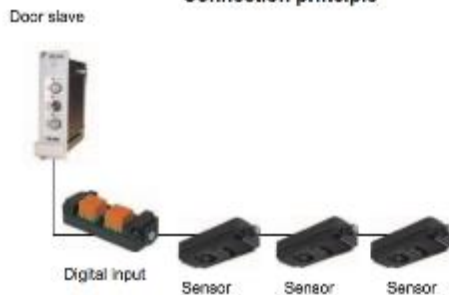
Sensor IRS-320



Introduction

The active infrared sensor forms the basis of the DILAX passenger counting system. In each case one or more infrared sensors (IRS-320) are installed above the doorway, and are set to a suitable detection height. Depending on the width of the doorway, the sensors are installed at particular intervals. Doorways of any width can be fitted with sensors.

Connection principle



Functional description

The door sensor uses two light beams arranged one behind the other. When these are reflected by an object, a signal is generated and sent to the counting unit. This calculates, from the signals of all door sensors in the doorway, the number of objects and their direction of movement.



The infrared light used is not visible to the human eye and is completely safe.

Assembly

The housing has four contoured mounting holes for M3 screws and nuts at the corners. Various individual mounting and installation methods are possible, depending on the situation. DILAX also offers a wide range of installation accessories and panelling.



Simple integration into the vehicle's doorway.



Special installation possibilities above entrances.



Sensor IRS-320

Notes on sensor arrangement

The correct number of sensors and their arrangement is important for the proper functioning of the counting algorithm, because the signals of all sensors are always evaluated together.

Number of sensors required

The number of sensors required depends on the width of the doorway. The following always applies:

- The clear width of the open doorway determines the number of sensors, which must be sufficient to meet the arrangement rules outlined below.
- If the doorway is divided up into several lanes by obstacles such as hand rails or support pillars, each lane must be regarded as a separate doorway.
- At least 3 sensors are required in order to separate two persons passing through at the same time.

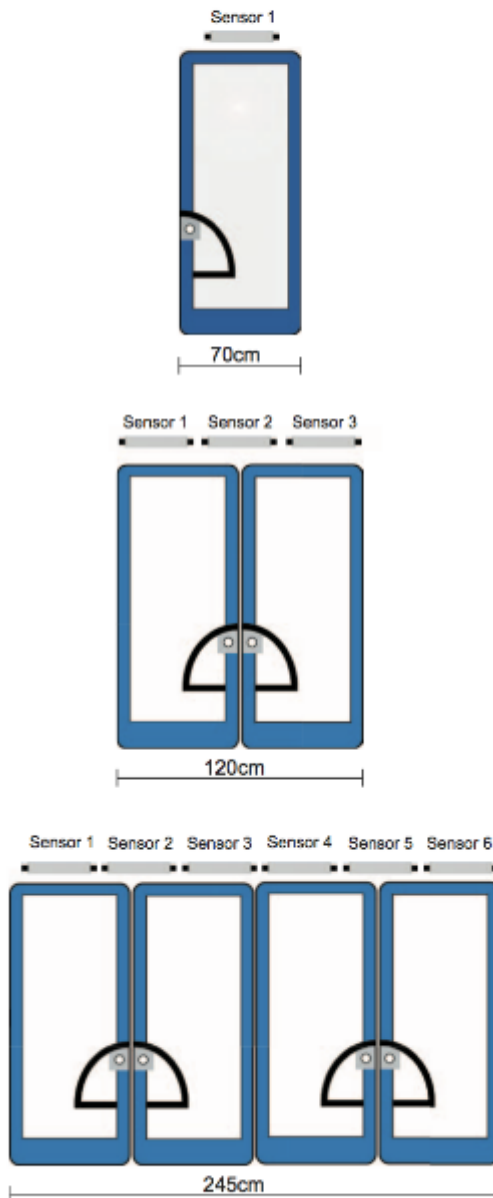
Arrangement rules

1. The distance (centre to centre) of two adjacent sensors must be between 350 and 380mm.
2. The distance of the outer sensors from the edge of the doorway must be less than 250mm.
3. In the doorway, the sensors must be as close as possible to the actual passageway. The distance from the passageway must not allow a person to pass through or slip by on the side.
4. All sensors must be arranged in a straight line.
5. The maximum installation height of the sensor above the floor is 270cm.
6. No parts of the open, closed or moving door must project into the sensor's detection range while the sensor is activated for counting.

If building conditions mean that the arrangement rules cannot be observed, consult DILAX Support. We will help you to find a special arrangement.

Installation examples:

- Doors up to approx. 70cm wide: One sensor.
- Doors up to approx. 120cm wide: Three sensors.
- Doors up to approx. 245cm wide: Six sensors.





Sensor IRS-320

Notes on the serial sensor link

The sensors are connected to the counter via prefabricated system cables (serial sensor link, SSL) in the form of a daisy-chain. A maximum of 12 elements per counter can be connected. The cable lengths are limited and must not be exceeded. The following limits apply to the cables used by DILAX (line resistance approx. 45 Ω /km, capacity approx. 100 nF/km):

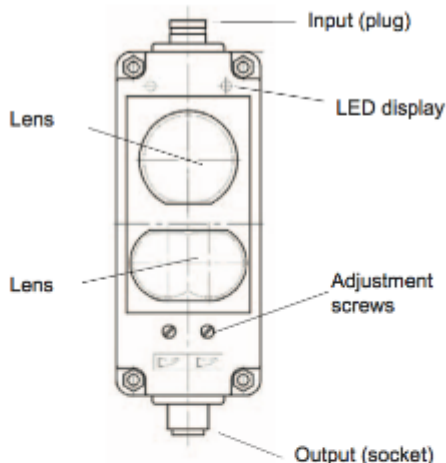
Connection between two adjacent elements max. 10 metres. Total length of all lines max. 30 metres.

The maximum distance between two adjacent elements can be doubled using an SSL repeater SRP-016.

Setting the sensors

Correct setting of the sensors is crucial to the function and accuracy of the counting system, and should therefore be done with the necessary care.

Two red LEDs indicate the switching state. The detection ranges of both receivers are set independently of each other using the two adjustment screws on the underside of the sensor.



To adjust the sensor, you will need a tape measure, a screwdriver (size 0) and a flat test object, for example made of cardboard or plywood. The surface of the test object must be flat, smooth, white and matt, and at least size DIN-A4. A larger format makes handling easier.

First step: Functional check

First remove all extraneous objects from the detection range (tools, rubbish, ladders). Both LEDs must not be lit. Both LEDs must light up when you hold the test object or your hand at a distance of approximately 50cm below the sensor. The LEDs must go out again when the object is removed.

Second step: Alignment

The sensor must be aligned vertically downwards. This is checked by interrupting the beams with the test object from both sides.

Third step: Setting the detection height

Both receivers of a sensor are set to a detection height of 90 -100cm above the floor. If there is a step directly below the sensor, the bottom step serves as the orientation point.

- Hold the test object exactly below the sensor a few cm below the adjustment height. Ensure that the test object is held exactly horizontally and that there are no objects in the way. It is best to hold the test object flat on your hand like a tray.
- Now move the test object up and down slowly. At the detection height, both LEDs must light up and then go out again at the same time, within at most 1 to 2cm height difference. If this is not the case, the detection range of the affected receiver must be adjusted. To do this, hold the test object horizontally at the detection height.
- Use the screwdriver to turn the adjustment screw anticlockwise until the LED has gone out. Next, turn it clockwise very slowly until the LED lights up again. Check the setting. If the setting point was "missed", always first turn it back anticlockwise and then move gradually clockwise towards the setting point.

Maintenance

The sensors are maintenance-free in normal operation. We would like to inform you that dirty or scratched surfaces as well as false settings or damages of the sensor fixation may cause poor counting accuracy. However, it is recommended to preventively check the sensors 1 to 2 times yearly within the regular checkup services of the vehicles.

Cleaning

Clean the surface of the sensor with a soft cloth. Use clear water, a pH neutral cleaning agent or alcohol if necessary.



Do not use plastics cleaner, acetone, benzene or other solvents!



Sensor IRS-320

Troubleshooting

Problem	Possible cause	Remedy
The LEDs remain dark	Sensor has no power supply.	Check the connections.
	Sensor defective.	Replace.
	The detection range is set too short.	Adjust the sensor.
	Sensor installed too high.	Install the sensor maximum 2.7 metres above the floor.
The LEDs light up continuously	The detection range is set too long.	Adjust the sensor.
	The floor is very reflective or has constantly changing intensity. This effect can be caused by e.g. water puddles, bright, metal surfaces or certain carpets.	Do not align the sensor exactly vertically; instead tilt it by a few degrees. If this does not provide a remedy, the floor covering in the detection range of the sensors must be changed.
	The sensor is interrupted by other infrared emitters nearby, e.g. motion detectors on automatic doors.	Change the alignment angle of the sensors or the emission source.
The LEDs flicker constantly or glow weakly	Sensor defective.	Replace.
	The floor is very reflective or has constantly changing intensity. This effect can be caused by e.g. water puddles, bright, metal surfaces or certain carpets.	Do not align the sensor exactly vertically; instead tilt it by a few degrees. If this does not provide a remedy, the floor covering in the detection range of the sensors must be changed.
The sensor is extremely sensitive and very difficult to set	The sensor is darkened too much by protective glasses or dirt.	Clean the sensor, replace or remove the protective glass.
	The edges of the sensor visible surface are covered by seals, too-small openings etc.	Remove the cover.
If you move the test object vertically up and down, there is a great difference between the switch-on point and switch-off point of the LEDs (hysteresis)	Sensor installed too high.	Install the sensor maximum 2.7 metres above the floor.
	Unsuitable test object.	Use a flat, matt white surface of sufficient size and hold it flat on your hand.
Counter results poor in one direction	Detection ranges of the two receivers set differently; the difference must not exceed maximum 1..2cm!	Adjust the sensor.
	Sensor too far away from the doorway.	Rearrange sensors.
Counter results poor in both directions	Sensor incorrectly set.	Adjust the sensor.
	Disturbing objects in the detection range block the sensor.	Remedy fault.

**Sensor IRS-320**

Problem	Possible cause	Remedy
	Incorrect connection sequence on the serial sensor link.	The sensors must be connected in the order of their actual arrangement.
	One or more sensors fitted the wrong way round (counting directions mixed up).	Turn the sensor or adjust the configuration of the counter. All sensors in a doorway must have the same alignment.
	Sensor installed too high.	Install the sensor maximum 2.7 metres above the floor.
	The distances between the sensors are incorrect or the gaps at the sides are too large.	Rearrange the sensors.
Sensor seems to function but transmits no signals to the counter	Door closed (the counter is normally configured so that counting only takes place when the door is open).	Open the door or adjust the configuration of the counter.
	Counter incorrectly configured.	Adjust the configuration to the actual sensor arrangement.
	Contact problems on the serial sensor link.	Check the plug and cable for continuity and short circuits.
	Sensor defective.	Replace.
Sensor seems to function, but the counter frequently or constantly signals a fault	Too many sensors connected to the serial sensor link.	A maximum of 12 elements may be connected.
	Connection lines too long or not suitable.	Look for shorter line routes, if necessary use a SSL repeater. Use original Dilax cables.



Sensor IRS-320

Technical data

Mechanical properties

Dimensions:	Approx. 120 x 42 x 25.2mm (L x W x H, see drawing)
Total weight:	85g
Temperature range:	EN 50155, Class T3 Operation -25°C to +70°C Storage -25°C to +85°C
Relative humidity:	max. 95% ; no condensation!
Protection type:	IP 65
Fire class (housing):	UL94V-0 flame-retardant
Housing material:	Polycarbonate, partly glass fibre reinforced, halogen-free
Vibrations, vibration strength:	± 0.15mm, 2g at 55 Hz 5 - 55 Hz, IEC68-2-6 (EN 60068-2-6), EN 50155
Shock resistance:	50g / 11ms, IEC68-2-27 (EN 60068-2-27), EN 50155



The device must not be mechanically modified. It must be only fixed in the way intended by design!

Electrical properties

Connections:	Socket/plug, 6-pole Torson ES12
Status displays:	2 LEDs on the underside: Switching state of the two receivers
Supply:	$V_{DD}=11.0 - 12.5V$ Power supply via door slave (TSL-998) – see data sheet!
Power consumption:	at V_{DD} : $I_{DD} = 35mA$ (typical), max. 55mA at V_{IN} : (TSL-998) $dI_{IN} = 30mA$ per sensor on the counter
IR transmitter wavelength:	880nm
EMC:	CE Mark in accordance with EU 89/336/EWG EU 92/31 and EU 93/68 Emissions: EN 55011 bzw. EN 55022 Immunity: EN 61000-6-1 EN 61000-6-2 No. 022240 in accordance with 72/245/EWG and 95/54/EG Rail suitability in accordance with EN50155 and EN50121-3-2, Class FS2 (20V/m)
e1 Approval:	



Installation and connection must be performed in the de-energised state!

Connections and plug assignment

Socket / plug, 6-pole Torson ES12

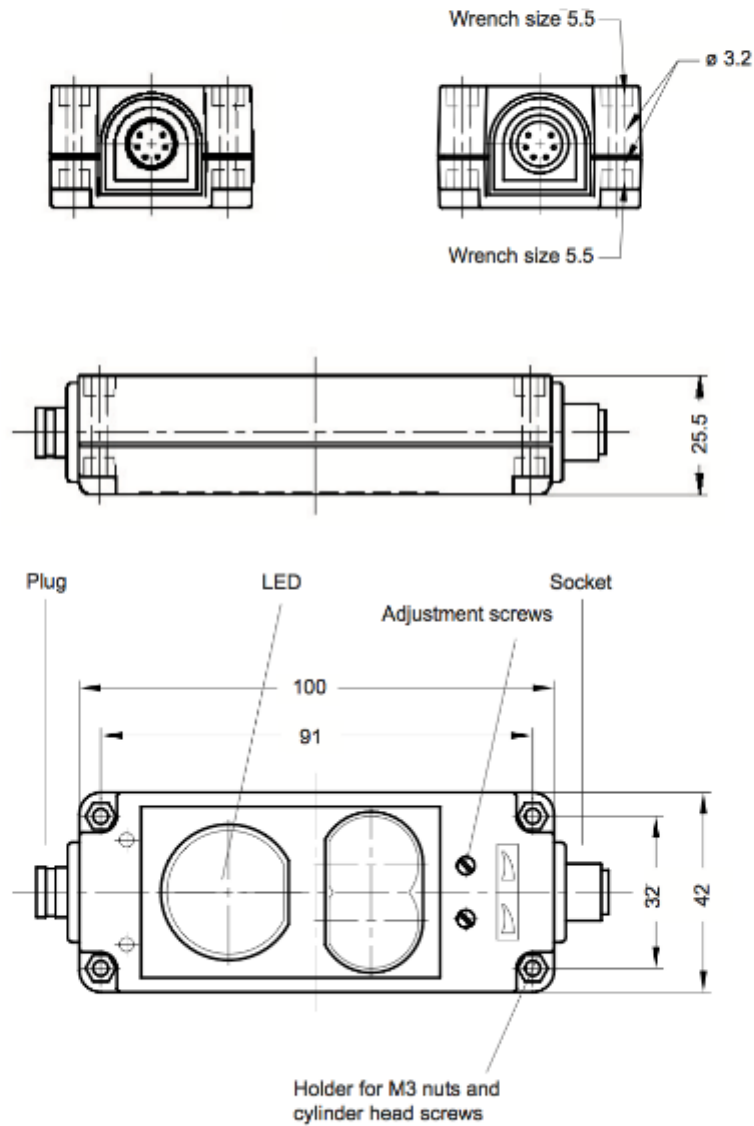
PIn	Signal	TYP	Level
1	$12V_{DD} (V_{DD})$	I/O	$12V_{DD}$
2	0V/GND	I/O	0V
3	Shield		0V
4	Shield		0V
5	Clock	I/O	$12V_{DD}$
6	Data	I/O	$12V_{DD}$



Sensor IRS-320

Dimensioned drawings

Measurements in mm





Sensor IRS-320

Ordering information

Door Sensor

Article number: 000.202.052.202 door sensor IRS-320, $V_{DD} = 12V_{DC}$ complete in plastic housing.

Article number: 000.202.052.212 door sensor IRS-320, $V_{DD} = 12V_{DC}$ with cover glass.

Accessories

Article number: 000.202.052.6xx attachment set, complete (xx = various versions).

Other accessories on request.

Procurement sources

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DILAX Intelcom GmbH
Alt-Moabit 96 b
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Subject to modification without notice!

**Sensor IRS-320**

EG - Konformitätserklärung EC - Declaration of conformity

Product designation: INFRARED SENSOR (IRS-320)
 Types: IRS-320
 Manufacturer: DILAX Intelcom AG
 Fidlerstrasse 2
 CH-8272 Ermatingen (Switzerland)
 Date of declaration: 03. Nov. 2005
 Article Number: Art. No. 000.202.052.202

DILAX Intelcom AG declares, that the products listed above are produced in accordance to the EU Guideline 89/336/EEC (EMC directive) and 73/23/EEC (low voltage directive). The following standards are used:

EN 60950-1: 2001	IEC 60950-1: 2001	(Safety Information Technology)
EN 55022: 1998 (A)	CISPR22: 2005 (Class A)	(Emission Information Technology)
EN 55024: 1998	CISPR24: 1998	(Immunity Information Technology)
EN 50121-1: 2000	IEC 62236-1: 2003	(Railway Applications General)
EN 50121-3-2: 2000	IEC 62236-3-2: 2003	(Railway Applications Rolling Stock Apparatus)
EN 50155: 2001	IEC 60571: 1998	(Railway Applications)

Ermatingen, 03. Nov. 2005


 Michael Beck
 Managing Director


 Peter Weyermann
 Development

TREQ®-VM / TREQ®-VMx

7" Mobile Data Terminal for Rugged In-Vehicle Use



The TREQ®-VM and TREQ-VMx are powerful mobile data terminals available in both fixed-mount and removable versions.

They include all of the industry standard interfaces for in-vehicle use, while maintaining the ruggedness and reliability that the TREQ family is known for.

**Product Highlights**

- Available in fixed-mount and portable versions
- 800 x 480 pixel WVGA, 7" (178 mm) diagonal, LED lighted, TFT color LCD display with touch screen
- Integrated cellular modem, GPS receiver and J1708/J1939 (TREQ-VMx)
- 10/100Base-T wired Ethernet, 802.11b/g/n wireless Ethernet
- EIA-232, EIA-232/422/485, five USB 2.0 high-speed host ports
- One hour active life lithium-polymer battery
- Extended temperature range
- Digital camera available on removable version
- Windows® Embedded CE 6.0 R3 Core or Professional



Dimensions shown in mm.



Attachment C: Onboard Equipment Specification Sheets

Specifications			
Feature	Detail	TREQ-VM	TREQ-VMx
Display	Type	800 x 480 WVGA, TFT color LCD	
	Size	7" (178 mm) diagonal	
	Lighting	LED	
	Brightness	Software controllable	
Touch Screen	Type	Analog-resistive	
Interface	Ethernet	10/100Base-T wired Ethernet, 802.11b/g/n with internal antenna	
	Serial	One EIA-232/422/485 configurable; one EIA-232	
	Additional Serial	N/A	One EIA-232
	USB	Four 2.0 high-speed host ports (type A connectors, two locking); Fifth 2.0 high-speed host port in DB26HD connector	
	Vehicle Bus	N/A	J1708 / J1939 (CANbus) interface
	Digital I/O	N/A	Two general inputs, two general outputs
	Ignition Sense	One ignition sense	
	Cellular Modem	N/A	3G UMTS / HSPA+ or CDMA / EV-DO [†]
	GPS	N/A	GPS receiver [*]
	Camera	640 x 480 Digital camera (available on removable devices only) [*]	
Processor	Type	Marvell [®] XScale [®] PXA165, 800 MHz (ARM)	
Memory	RAM	256 MB DDR3, 512 MB (optional)	
	Flash	4 GB NAND	
	Expansion	Micro SD	
Realtime Clock	Standard	Battery-backed, 1 second resolution	
Audio	Speaker	Built in; two front-facing	
	Microphone	Built in; front-facing	
	Other	N/A	3.5 mm TRS headphone jack for voice I/O
Power	Input	8 to 32 VDC (exceeds J1455)	
	Consumption	10-12 Watts typical (16-17 Watts while battery charging)	
	Battery	Lithium-Polymer with nominal 1 hour active life	
	Other	SAE J1455 compliant	
Mechanical	Type	Fixed-mount or removable with cradle (uses RAM Mount or comparable)	
	Size	213 (W) x 136 (H) x 63 (D) mm (maximum with rubber boot)	
	Mass	1 kg	
	Housing Material	Blended polycarbonate and polyester resin	
	Cables	Sold separately	
Environmental	Temperature	Operating: -20 to 60 °C; Storage: -40 to 75 °C	
	Humidity	0 to 95%, non-condensing	
	Vibration	4 g 10-1500 Hz	
	Shock	40 g, 11 ms, any axis	
Certifications	CE	EN60950-1, EN55022, EN55024	
	EMC	FCC Part 15, Class A	
	RoHS	Compliant	
Software	Operating System	Windows [®] Embedded CE 6.0 R3 Core or Professional (optional)	Windows [®] Embedded CE 6.0 R3 Professional
	Development Environment	Microsoft [®] Visual Studio [®] , Win32, .NET, Visual C++ and Visual Basic [®]	

^{*} = Optional [†] = External antenna required

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System Summary

The Syncromatics Android MDT is the next-generation of in-vehicle technology. The Android MDT is not only the driver-interface, but also the brains behind all integrated systems. With an intuitive user interface, the Android MDT makes the sign-in process simple and keeps drivers up to date on their progress at every moment while along a route. Whether comparing their position to a defined schedule or their spacing to the vehicles before and after them, drivers are able to manage their route progress with little dispatcher interaction. When necessary, however, the Android MDT provides for seamless communication with dispatchers. An open platform, the Syncromatics Android MDT can combine multiple hardware and software solutions into one device, giving transit agencies the opportunity to consolidate hardware and data service by running apps for fixed-route transit service, paratransit service, pre-trip or post-trip inspection, and more all on the same device.

System Overview

The Syncromatics Android MDT system is designed with several components that will provide a reliable connection that is designed for ruggedized environments like that of public transit. The Android MDT will provide the user with all the functions of a typical Mobile Data Terminal, but with the configurability of an Android operating system.

In the table below lists all the various components that is used for a typical Android MDT installation:

Basic Android Tablet BOM:

Item #	Item Description	Syncro part number	Manufacturer	Quantity
1	Getac T800 Android OS Tablet, LTE cell modem		Getac	1
2	Rugged docking station for MDT-1000.		Havis	1
3	Power adapter		Lind	1
4	Power adapter input cable		Syncromatics	1
5	Power adapter output cable		Lind	1
6	Roof Mount antenna - LTE/GPS, 5m (optional)	12-13-05-10	Taoglas	1
7	ATC fuse holder, 16awg	91-12-01-16	Ventev	1
8	ATC 10A fuse	91-12-02-10	Bussmann	1



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9	At&t micro sim card (optional)	12-14-21-03	jasper wireless	1
10	5", 8" or 11" RAM Mount (variable)		RAM Mount	1
11	RAM 75mm X 75mm VESA 3.625" Plate with 1.5" Ball		RAM Mount	1
12	RAM type C ball (1.5" dia)		RAM Mount	1

Figure 1: Bill of Materials for standalone Android MDT system

- Getac T800 Android OS Tablet, LTE cell modem** – Ruggedized Android tablet hardware built by Getac. More specifications on the tablet is shown in appendix 2
- Rugged docking station for MDT-1000** – Cradle + docking station for the Android tablet. Manufactured by Havis. This docking station provides the user with the following:
 - Ability to lock the tablet (with a key)
 - 3 pass-through antenna connectors
 - Serial output connector
 - 2 USB 3.0 output connectors
 - 1 Ethernet output connector
 - Power output connector (19V in), which provides power to the tablet.
- Power adapter** – Device from Lind Electronics that provides a constant 19V output to the tablet + docking station with a 12-24V DC input from a typical transit vehicle. Also, fused at 5A with a mini-ATC fuse.
- Power adapter input cable** – Provides the wiring connection to the 12-24V system on a transit vehicle.
- Power adapter output cable** – Provides the 19V wiring connection to the Android tablet docking station.
- Roof Mount antenna (optional)** – Although the tablet has its own internal Cellular + GPS antenna, an external antenna can be used to provide additional signal reliability.
- ATC fuse holder** – to provide additional circuit protection to the tablet system
- ATC fuse, 10A** – to provide additional circuit protection to the tablet system
- AT&T micro sim card (optional)** – Used to provide cellular communication over the AT&T/Jasper wireless network. Note that if connecting to a mobile gateway (Wifi) system, use of the sim card is not needed as the cell connectivity is provided through the router.
- 5", 8" or 11" RAM Mount (variable)** – Various types of RAM mounts used to mount the tablet/docking station on a vehicle. Size will depend on things like vehicle type, mounting location, other aftermarket devices in the way, etc.

Front Components



Figure 3: Front Image of the Android tablet

Below is a table that describes each of the numbered components on the tablet:

Ref	Component	Description
1	Speaker	Internal tablet speaker
2	LCD screen	Tablet screen
3	Camera	forward facing camera
4	Status indicator	Indicator of whether it's on battery, charging mode, Wi-Fi/network connected.
5	Microphone	Not Used
6	Light Sensor	Senses the ambient light for automatic adjustments of the display backlight
7	Power button	starts up your device
7		Turns off or restores the screen
7		When pressed longer:
7		Opens a menu with options for Power off, Airplane mode, and silent/vibrate/ring mode.



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8	P1 button	Primary function button
9	P2 button	Secondary function button
10	Home button	Opens the Home screen
10		When pressed longer:
10		Opens the search box
10		can be redefined.
11	Volume up button	Increases the sound volume
12	Volume down button	Decreases the sound volume

Figure 4: Table of description of front components of the Android tablet

Below are some images of the docking station:

Docking Station



Figure 5: Front image of standalone docking station

Port Replication Capability

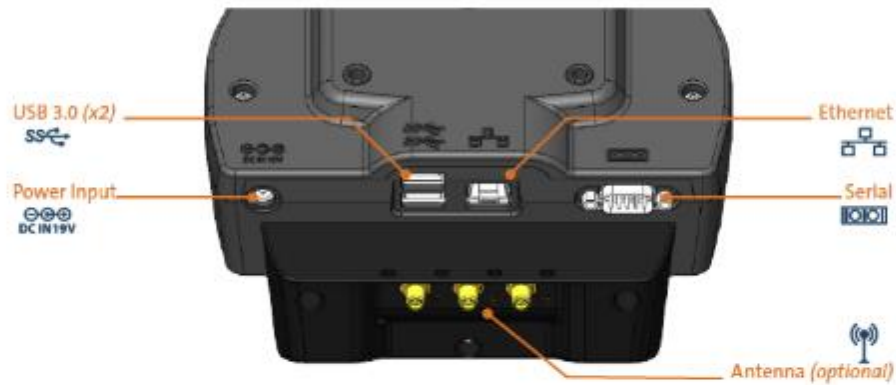


Figure 7: Bottom image of the docking station (with port replication description)

Installation

Below is a block system architecture map of connections needed in one configuration of the Android tablet system, along with the other sub-systems.



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Appendix 2— Technical Specifications

*Note that some components within the Wi-Fi system isn't used for Syncromatics application.

Specification of the Getac T-800 tablet

Ruggedness	MIL-STD 810G certified IP65 certified Vibration, 6-foot drop, temperature & humidity resistant
Operating System:	Android 4.4
CPU	Intel® Celeron® N2930 1.83 GHz Processor (up to 2.16 GHz) 2MB Cache
Memory	2GB DDR3L
Storage¹	32GB SSD
VGA Controller	Intel HD Graphics
Display	8.1" TFT LCD HD (1280x800) 600 NITs LumiBond® sunlight readable LED display with multi-touch technology Optional digitizer
Communications	Intel Dual Band Wireless-AC 7260 (802.11ac) Bluetooth (v4.0 class 1) Optional GPS



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	Optional 4G LTE mobile broadband ²
Webcam	HD webcam x 1 8MP auto focus rear camera
Security Features	Optional TPM 1.2
Power	AC Adapter (65W, 100-240VAC, 50/60Hz) Li-Ion battery (4200mAh)
Dimensions and Weight	8.9" x 5.9" x 0.9" (227 x 151 x 24mm) 1.94lbs (0.88kg)
Temperature	Operating Temp: -5.8°F to 122°F / -21°C to 50°C Storage Temp: -40°F to 160°F / -40°C to 71°C Humidity: 95% RH, non-condensing
I/O Interfaces	DC In x 1 USB 3.0 x 1 Docking port x 1 Headphone out/Mic-in Combo x 1 Micro HDMI x 1 Optional RF antenna pass-through for GPS, WWAN and WLAN
Expansion Slot⁵	Optional 1D/2D imager barcode reader, or Optional 10/100/1000 base-T Ethernet, or Optional Serial port (RS232), or Optional MicroSD
Snapback Add-ons	2nd battery (2100mAh) SmartCard & contactless RFID reader



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Warranty	1-year standard warranty
-----------------	--------------------------

Specification of the Havis DT-GTC-400 series docking station:

Power Supply Input	19.0V DC-In
Dimensions	8.1" (20.7 cm) H x 7.0" (17.8 cm) W x 3.5" (8.9 cm) D
Weight	1.6 lbs (0.75 kg)
Operating Environment	-20° C to 60° C (-4° F to 140°F)
Storage Environment	-51° C to 71° C (-60° F to 160° F)

ODYSSEY

VALIDATING FAREBOX



The GFI Odyssey Validating Farebox integrates all passenger fare payment and fare media options into one convenient, secure device. It goes beyond the conventional farebox in terms of flexible fare strategies and the ability to provide a wide variety of traditional and electronic fare media options to both passengers and transit agency operators.

GFI GENFARE
AN SPX DIVISION



FEATURES

- ☐ Accepts and issues electronic transfers
- ☐ Processes proximity Smart cards with optional Smart card reader
- ☐ Validates and accepts up to 12 different coin or token types (U.S. 1¢, 5¢, 10¢, 25¢, 50¢, SBA/golden \$1 plus tokens) and bills (U.S. \$1, \$5, \$10, \$20 dollar bills). Also available programmed for Canadian coins and bills.
- ☐ Accepts most major credit cards via magnetic card reader. Automated dispensing of transaction receipt available
- ☐ Processes electronic fare cards and passes
- ☐ Issues electronic change to patron making excess payment
- ☐ Coin return cup for rejected coins/tokens
- ☐ Optionally provided with pre-recorded audio messages
- ☐ Patron display and response buttons standard
- ☐ Utilizes positive touch keypad and large, easy-to-read display graphics on remote operator control unit
- ☐ Interfaces with GPS, AVL annunciator systems using industry standard J1708/J1587
- ☐ Provided with single maintenance entry point for scheduled and preventative maintenance
- ☐ Utilizes plug-in subassemblies to ensure trouble-free operation and minimal down time over the life of the equipment
- ☐ Cashbox identification is standard and used for accurate cashbox-by-cashbox revenue auditing and cashbox location tracking
- ☐ Electronic lock is standard on cashbox access door providing maximum security
- ☐ Uses high security locks and keys
- ☐ Utilizes field-proven dual-port cashboxes and revenue collection vaulting systems
- ☐ Transactional data collection, storage and reporting system using Windows 2000/NT platform with SQL and ODBC capabilities

SIZES AVAILABLE

Three farebox heights – (31", 36" or 41")

OPTIONS

- ☐ Smart Card Reader
- ☐ Full data integration with customer WAN
- ☐ Custom data reports

DIMENSIONS



SPECIFICATIONS

Operations

Fare Acceptance

Coins U.S. 1¢, 5¢, 10¢, 25¢, 50¢,
SBA/golden \$1 coin
programmable for foreign coins

Tokens (standard) may be programmed to accept
various tokens

Bills 2" x 5" U.S. \$1, \$5, \$10, \$20
dollar bills

Programmable fare tables 10

Dualport cashbox separates bills & coins

Fare registration accuracy within $\pm 1/2\%$

Bill Validator

Bill validation rate 2 seconds per bill (inserted in
any orientation)

Coin Validator

Coin validation rate up to 10 items per sec.

Magnetic Swipe Card Reader

Accepts magnetic stripe
cards from .007 to .030" thick

Validation rate (mag. pass) 03 seconds or less

Accepts credit cards (Visa,
MasterCard, Discover) up to .030" thick

Magnetic Card Processing Unit

Card issue speed 2 secs.

Card accept speed 1 sec.

Card stock thermal paper or polyester stock

Card stock size and 3-3/8" x 2" ISO std. card size
quantity for cassette holds 800 tickets

Smart Card Reader (Optional)

Cards supported Supports multiple card types

Fare Data Reporting Functions

Route/Run segmenter organizes passenger &
revenue information

Data System reports on fare data (records
data manually & automatically)

Internal memory standard 500 KB
(non volatile) memory
registers & stores fare data
with optional expansion to 1MG

Electrical Power

Standard 12 to 24 volts DC

Operating range 9 to 36 VDC

Max. current draw 15 amps peak - .6 amps idle

Mechanical Construction

Upper & lower cabinet 14-gauge, s.s., satin finish

Top molded polycarbonate cover

Base cast aluminum

Security

Design pry-resistant

High-security locks pick resistant/multi-cylinder

Driver log on farebox disabled until log on

Cashbox alarms recorded by Data System

Electronic Lock - Cashbox Access Door

Data probe sends security code to farebox to
unlock cashbox access door

Cashbox ID Electronic cashbox serial # ID

Cashbox (Fare Storage)

Capacity	31"	36.25"	41"
Useful interior volume	300 cu. in.	500 cu. in.	730 cu. in.
Capacity in mixed coins	\$300	\$500	\$500
Capacity in bills	150 bills	600 bills	800 bills
Empty weight	13 lbs.	15 lbs.	17 lbs.

Passenger Display & Buttons

Alphanumeric display 4 lines, 20 char each, LCD

Digit dimensions 4.75mm tall x 2.95mm wide

Passenger response:

Pushbuttons (2) respond to questions on display

Interface Communications

J1708/J1587 compatible Allows for interface to AVL, stop
announcement, etc., systems

Communications (Audio)

Farebox information programmed sounds (voice,
speaker beeps, alarm, warble)

Environmental

Operating Temperature +32° F to +122° F (0° C to 50° C)

Storage Temperature -25° F to +140° F (-32° C to +60°
C)

Thermal shock 1" per minute drop in temp. over
15° F range between 110° and
60°

Relative Humidity Range 13% to 95% R.H. NC

Vibration 0.3g(rms), 5 to 200 Hz

Shock up to 5g (instantaneous)

Inclination 0° to 10° off vertical unsustained

Quality & Standardization

Manufacturing standards ISO9001-certified facility

QA Testing each farebox is subject to
standardized post-production
mechanical, and electronic tests
for accuracy and functionality of
components

Burn-in 72-hour burn-in of farebox prior to
final farebox test

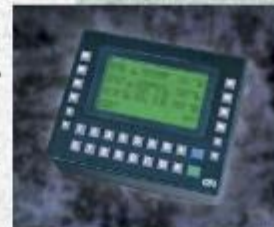
Diagnostics self-contained diagnostics for
exercising coin & bill validators,
bill transport, MGPU, & displays

Operator Control Unit (OCU)

Operator Control Unit large LCD graphics display
(128 x 240 pixels) keypad
- 8 screen-oriented arrow
keys, 4 function arrow keys,
10 numeric keys, 4 alpha
keys, *, # keys, 2 color
buttons

OCU Mounting Fully adjustable heavy-duty
ball mount

Specifications are subject to change.





ODYSSEY VALIDATING FAREBOX

GFI Genfare, the leading supplier of bus fare collection equipment, is pleased to introduce the Odyssey Validating Farebox. Odyssey provides new and innovative features as well as improved data registration, security and ease of operations.

The Odyssey is supported by a new GFI data system providing built-in custom operations and report generation. Using either standard data transmission or the new GFI-RF wireless probe for improved and faster garage operations, this new data system will improve your operations and security. The system is transaction-based and includes revenue reports, card usage reports, fleet operations reports, and security/audit reports. The system also supports the optional use of credit cards and employer ID programs.

The GFI Odyssey accepts cash, proximity smartcards, credit cards, transfers, and magnetic cards . . . and it's all built in to serve your fare collection needs now and in the future.

Odyssey features include:

- ☐ Accepts and *validates* coins and bills; returns unacceptable coins and bills to passengers
- ☐ Accepts and processes all types of magnetic stripe paper and plastic farecards and passes
- ☐ Issues, prints and encodes machine-readable transfers from blank stock stored internally
- ☐ Accepts and automatically validates transfers issued by other Odyssey units
- ☐ Built-in provisions for non-contact smartcard operations
- ☐ Provision for credit card fare payment options, such as Visa/Mastercard
- ☐ Separate menu-driven backlit touch screen control unit for driver
- ☐ All in a small integrated 10"x10" stainless steel cabinet in 31", 36" or 41" heights
- ☐ Multi-level fare tables for passenger categories, time differentials, zone options and fare media type
- ☐ Provides change and on-board card upgrades by cash-to-card conversion
- ☐ High security GFI dualport cashbox with built-in electronic identification system
- ☐ Passenger displays show transactions and remaining card value
- ☐ Optional interface to destination/next stop electronic signs/ audio annunciator system; GPS; passenger counters; and on-board bus computer systems
- ☐ Easy interior access for fast and simple maintenance

GFI GENFARE
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E-mail: GFI.Sales@spx.com
Website: www.gfigenfare.com

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Hanover Destination Sign



LED DISPLAY DATA SHEET

MATRIX: 160x17

Product code: DD028

**MECHANICAL DATA**

Case dimensions (excluding brackets):	66 x 10 ¹ / ₂ x 2" / 1675 x 269 x 50mm (l x h x d)
Viewing area:	64 ³ / ₄ x 8 ⁷ / ₈ " / 1646 x 222mm (l x h)
Sign construction:	Punched and folded aluminum case (no welds), for increased strength, no louvers required. Matte black, powder coat finish.
Weight:	20.1lbs / 9.5kg
Cable exit points:	Rear panel top left, top right, bottom left, bottom right (to be specified at time of order)

DISPLAY DATA

Maximum character height:	8 ⁵ / ₈ " / 222mm
Text format:	Static, paging or scrolling, 1 or 2 lines
Font options:	Hanover fonts as supplied with Helen programming software plus Windows™ fonts
Display technology:	High visibility LEDs (with integrated ambient light sensor control (full linear range from 10-100% range))
Communication interfaces:	RS485 (standard). J1708, RS232, IBS, Ethernet (via display controller)

LED SPECIFICATION

Lifetime (to ½ brightness):	Approx. 100,000 hours dependent on temperature and current
Size and type:	1 ¹ / ₈ x 5 ⁹ / ₃₂ " / 3.2 x 4.0mm (w x h) oval through-hole
Dominant color wavelength:	Amber 588 - 594nm (typically 591nm)
Pitch:	Horizontal: 1 ³ / ₃₂ " / 10.2mm - vertical: 1 ¹ / ₃₂ " / 13.3mm
Viewing angle (horizontal):	120°

ELECTRICAL DATA

Operating voltage:	24Vdc nominal (18-32V)
Typical power consumption (33% on at 100% brightness):	27 watts (1.11A measured at 24V)
Maximum power consumption (all on at 100% brightness):	48 watts (2.00A measured at 24V)
Electrical protection:	Anti-surge, reverse polarity
Display processor fuse rating:	5A quick blow

OPERATIONAL DATA

Temperature range (storage):	0 - 140°F (0 - 180°F) / -20° to +60°C (-20° to +80°C)
Humidity:	95% max

Product guaranteed for 12 years against faulty materials and/or workmanship.

Buy America compliant – Signs (including casework and PCB's) are all manufactured in the USA.

Hanover Displays LED signs meet Automotive EMC Directive ECE R10 as amended. Certificate N°E11 10R-046100.

Hanover Displays LED signs meet United Nations Automotive Burning Behaviour Directive ECE R118.

Certificate N°E11 118RII-021140.

ADA, Equality Act 2010, PSV Accessibility Regulations & Annexe 11 compliant.

Hanover Displays Inc.

1601 Tonne Road
Elk Grove Village, IL 60007

T +1 (773) 334 9934
www.hanoverdisplays.com

1-540804-3

**LED DISPLAY DATA SHEET****MATRIX: 96x8**

Product code: DD044

**MECHANICAL DATA**

Case dimensions (excluding brackets):	38 1/2" x 6 x 2" / 980 x 152 x 50mm (l x h x d)
Viewing area:	37 1/4" x 3 1/2" / 946 x 87mm (l x h)
Sign construction:	Punched and folded aluminum case (no welds), for increased strength, no louvers required. Matte black, powder coat finish.
Weight:	8lbs / 3.6kg
Cable exit points:	Top left, top right, bottom left, bottom right (to be specified at time of order)

DISPLAY DATA

Maximum character height:	3 1/2" / 87mm
Text format:	Static, paging or scrolling, 1 line
Font options:	Hanover fonts as supplied with Helen programming software plus Windows™ fonts
Display technology:	High visibility LEDs (with integrated ambient light sensor control (full linear range from 10-100% range))
Communication interfaces:	RS485 (standard), J1708, RS232, IBS, Ethernet (via display controller)

LED SPECIFICATION

Lifetime (to 1/2 brightness):	Approx. 100,000 hours dependent on temperature and current
Size and type:	1/8" x 7/32" / 3.2 x 4.0mm (w x h) oval through-hole
Dominant color wavelength:	Amber 588 - 594nm (typically 591nm)
Pitch:	Horizontal: 3/8" / 9.7mm - vertical: 13/32" / 10.2mm
Viewing angle (horizontal):	120°

ELECTRICAL DATA

Operating voltage (24Vdc & 12Vdc models):	24Vdc nominal (18-32V) / 12Vdc nominal (10-32V)
Typical power consumption (33% on at 100% brightness):	8 watts (0.34A measured at 24V – 0.68A measured at 12V)
Maximum power consumption (all on at 100% brightness):	14 watts (0.59A measured at 24V – 1.2A measured at 12V)
Electrical protection:	Anti-surge reverse polarity
Display processor fuse rating:	5A quick blow

OPERATIONAL DATA

Temperature range (storage):	0 - 140°F (0 - 180°F) / -20° to +60°C (-20° to +80°C)
Humidity:	95% max

Product guaranteed for 12 years against faulty materials and/or workmanship.

Buy America compliant – Signs (including casework and PCB's) are all manufactured in the USA.

Hanover Displays LED signs meet Automotive EMC Directive ECE R10 as amended. Certificate N°E11 10R-046100.

Hanover Displays LED signs meet United Nations Automotive Burning Behaviour Directive ECE R118.

Certificate N°E11 118RII-021140.

ADA, Equality Act 2010, PSV Accessibility Regulations & Annexe 11 compliant.

Hanover Displays Inc.

1801 Tonne Road
Elk Grove Village, IL 60007

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www.hanoverdisplays.com

1-540798-4



LED DISPLAY DATA SHEET

MATRIX: 112x15

Product code: DD054

**MECHANICAL DATA**

Case dimensions (excluding brackets):	44 ¹ / ₂ x 8 ¹ / ₄ x 2" / 1131 x 210 x 50mm (l x h x d)
Viewing area:	42 ¹ / ₂ x 6" / 1082 x 152mm (l x h)
Sign construction:	Punched and folded aluminum case (no welds), for increased strength, no louvers required. Matte black, powder coat finish.
Weight:	10lbs / 4.5kg
Cable exit points:	Top left, top right (to be specified at time of order)

DISPLAY DATA

Maximum character height:	6" / 152mm
Text format:	Static, paging or scrolling, 1 or 2 lines
Font options:	Hanover fonts as supplied with Helen programming software plus Windows™ fonts
Display technology:	High visibility LEDs (with integrated ambient light sensor control (full linear range from 10-100% range))
Communication interfaces:	RS485 (standard), J1708, RS232, IBIS, Ethernet (via display controller)

LED SPECIFICATION

Lifetime (to ½ brightness):	Approx. 100,000 hours dependent on temperature and current
Size and type:	1 ¹ / ₈ x 5 ¹ / ₃₂ " / 3.2 x 4.0mm (w x h) oval through-hole
Dominant color wavelength:	Amber 588 - 594nm (typically 591nm)
Pitch:	Horizontal: 5 ¹ / ₈ " / 9.7mm - vertical: 13 ¹ / ₃₂ " / 10.2mm
Viewing angle (horizontal):	120°

ELECTRICAL DATA

Operating voltage (24Vdc & 12Vdc models):	24Vdc nominal (18-32V) / 12Vdc nominal (10-32V)
Typical power consumption (33% on at 100% brightness):	13 watts (0.54A measured at 24V – 1.08A measured at 12V)
Maximum power consumption (all on at 100% brightness):	23 watts (0.96A measured at 24V – 1.92A measured at 12V)
Electrical protection:	Anti-surge, reverse polarity
Display processor fuse rating:	5A quick blow

OPERATIONAL DATA

Temperature range (storage):	0 - 140°F (0 - 180°F) / -20° to +60°C (-20° to +80°C)
Humidity:	95% max

Product guaranteed for 12 years against faulty materials and/or workmanship.

Buy America compliant – Signs (including casework and PCB's) are all manufactured in the USA.

Hanover Displays LED signs meet Automotive EMC Directive ECE R10 as amended. Certificate N°E11 10R-046100.

Hanover Displays LED signs meet United Nations Automotive Burning Behaviour Directive ECE R118.

Certificate N°E11 118RII-021140.

ADA, Equality Act 2010, PSV Accessibility Regulations & Annexe 11 compliant.

Hanover Displays Inc.

1801 Tonne Road
Elk Grove Village, IL 60007

T +1 (773) 334 9934
www.hanoverdisplays.com

1-540809-5

**LED DISPLAY DATA SHEET****MATRIX: 48x15**

Product code: DD064

**MECHANICAL DATA**

Case dimensions (excluding brackets):	22 x 12 ¹ / ₄ x 2" / 560 x 311 x 49mm (l x h x d)
Viewing area:	22 x 6 ¹ / ₄ " / 460 x 152mm (l x h)
Sign construction:	NEMA 4 / IP65 enclosure. Matte black, powder coat finish.
Weight:	7.5lbs / 3.5kg
Cable exit point:	Rear panel

DISPLAY DATA

Maximum character height:	6" / 152mm
Text format:	Static, paging or scrolling, 1 or 2 lines
Font options:	Hanover fonts as supplied with Helen programming software plus Windows™ fonts
Display technology:	High visibility LEDs (with integrated ambient light sensor control (full linear range from 10-100% range))
Communication interfaces:	RS485 (standard). J1708, RS232, IBIS, Ethernet (via display controller)

LED SPECIFICATION

Lifetime (to ½ brightness):	Approx. 100,000 hours dependent on temperature and current
Size and type:	¹ / ₈ x ⁵ / ₃₂ " / 3.2 x 4.0mm (w x h) oval through-hole
Dominant color wavelength:	Amber 588 - 594nm (typically 591nm)
Pitch:	Horizontal: ³ / ₁₆ " / 9.7mm - vertical: ¹³ / ₃₂ " / 10.2mm
Viewing angle (horizontal):	120°

ELECTRICAL DATA

Operating voltage (24Vdc & 12Vdc models):	24Vdc nominal (18-32V) / 12Vdc nominal (10-32V)
Typical power consumption (33% on at 100% brightness):	6 watts (0.25A measured at 24V – 0.5A measured at 12V)
Max. power consumption (all on at 100% brightness):	10 watts (0.43A measured at 24V – 0.86A measured at 12V)
Electrical protection:	Anti-surge, reverse polarity
Display processor fuse rating:	5A quick blow

OPERATIONAL DATA

Temperature range (storage):	0 - 140°F (0 - 180°F) / -20° to +60°C (-20° to +80°C)
Humidity:	95% max

Product guaranteed for 12 years against faulty materials and/or workmanship.

Buy America compliant – Signs (including casework and PCB's) are all manufactured in the USA.

Hanover Displays LED signs meet Automotive EMC Directive ECE R10 as amended. Certificate N°E11 10R-046100.

Hanover Displays LED signs meet United Nations Automotive Burning Behaviour Directive ECE R118.

Certificate N°E11 118RII-021140.

ADA, Equality Act 2010, PSV Accessibility Regulations & Annexe 11 compliant.

Hanover Displays Inc.

1601 Tonne Road
Elk Grove Village, IL 60007

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www.hanoverdisplays.com

1-541034-4



Hanover Displays



Product Code:	OL028USN32
Sign Size:	160 x 17
Lighting Type:	Daylight viewable LED's
Weight:	12 kg / 26 ½ lbs
ADA Compliant:	Yes
Maximum Character height:	227mm / 9 inches
Static Characters:	3 numbers & 15 characters+
Scrolling Text:	1 & 2 lines



No	Part No	Product Code	Description	Qty
1	5018-20-01		160*17 LED CASE	1
2	5018-20-02		160*17 LED RH PANEL	1
3	5018-20-03		160*17 LED LH PANEL	1
4	5018-20-04		160*17 LED SMALL MIDDLE REAR PANEL	1
5	7513-01-01	PC077	32*17 LED DISPLAY BOARD (AMBER LED)	5
6	7517-01-01	PC081	LED SIGN 3V POWER SUPPLY PCB	5
7	7518-01-01	PC082	OUTSIDE LED 5V PSU SINGLE SIDE	1
8	7519-20-01		OUTSIDE LED SIGN INTERCONNECT PCB	4
9	7522-01-01	PC085	AMBIENT LIGHT SENSOR	1
10	7564-01-01	PC136	SUPER MOOSE PSU	1
11	7524-01-01	PC088	OUTSIDE LED SIGN PROCESSOR	1
12	0007-05-01		100MM 5-WAY AMP POWER CABLE	1
13	0006-05-01		8W-45MM MOLEX CABLE ASSY	4
14	0006-05-02		8W-975MM MOLEX CABLE ASSY	1
15	0001-05-01		14W-45MM MOLEX CABLE ASSY	1

Technical Information	
Operating voltage	18 – 32 volts DC
Normal operating power consumption	4.0 amps @ 24v DC (100 watts approx)
Max power consumption (all LED's on full brightness)	6.7 amps @ 24v DC (160 watts approx)
Standard communications	RS 485 – other options available
Temperature Range	-20C to +60C / 0 to 140F
Storage Temperature Range	-20C to +80C / 0 to 180F
LED pitch (mm)	Horizontal - 10.2 / Vertical - 13.3
Humidity (operating)	80% max
Shock	5g max
Vibration	2g / 5-15 Hz



Hanover Displays
1601 Tonne Road, Elk Grove Village, IL, 60007
Office: 773-334-9934

0020/ 54/ 0204/D



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Product Code:	OL044USN32
Sign Size:	96 x 8
Lighting Type:	Daylight viewable LED's
Weight:	3.6 kg [8 lbs]
ADA Compliant:	Side
Maximum Character height:	87mm [3.5"]
Static Characters:	3 No & 15+ characters
Scrolling Text:	1 line



Case dimensions: 980 x 152 x 50 mm / 38 ½ x 6 x 2"
Viewing area: 946 x 87 mm / 37 ¼ x 3 ½"

No	Part No	Product Code	Description	Qty
1	5120-20-01		96*8 LED CASE (SQUARE CASE)	1
2	5120-20-02		96*8 LED REAR COVER	1
3	7514-01-01	PC078	48*8 LED DISPLAY BOARD AMBER LED	2
4	7517-01-01	PC081	LED SIGN 3V POWER SUPPLY PCB ASSY	1
5	7518-01-01	PC082	OUTSIDE LED 5V PSU PCB	1
6	7519-01-01	PC083A	OUTSIDE LED INTERCONNECTION PCB	1
7	7522-01-01	PC085	AMBIENT LIGHT SENSOR	1
8	0007-05-05		600MM 5 WAY AMP POWER CABLE	1
9	7612-01-01	PC162	SUPER MOOSE PSU	1
10	7611-01-01	PC161	OUTSIDE LED SIGN PROCESSOR	1
11	0006-05-01		8W-45MM MOLEX CABLE ASSY	1
12	0006-05-04		8W-340MM MOLEX CABLE ASSY	1
13	0001-05-06		14W- 410MM MOLEX CABLE ASSY	1

TECHNICAL INFORMATION	
Operating voltage	18-32 volts DC
Normal operating power consumption (33% LEDs on)	0.5 amps @ 24v DC (16 watts approx)
Max power consumption (all LEDs on full brightness)	1.2 amps @ 24v DC (43 watts approx)
Standard communications	RS 485 – other options available
Temperature range	-20C to + 60C [0 – 140F]
Storage temperature range	-20C to + 80C [0 – 180F]
LED pitch	Horizontal - 9.7mm/Vertical - 10.2mm
Humidity (operating)	95% max
Shock	10g max /11ms/3 axes
Vibration	1g/5-100 Hz/3 axes

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Office: 773-334-9934



0020/54/0375/A

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Hanover Displays



Product Code:	OL054USN32
Sign Size:	112 x 15
Lighting Type:	Daylight viewable LED's
Weight:	9 kg / 19 ¾ lbs
ADA Compliant:	Side
Maximum Character height:	155mm / 6"
Static Characters:	3 No & 12 characters+
Scrolling Text:	1 & 2 lines



Case dimensions: 1131 x 210 x 50 mm / 44 ½ x 8 ¼ x 2"
Viewing area: 1082 x 155 mm / 42 ½ x 6"

No	Part No	Product Code	Description	Qty
1	5135-20-01		112*15 LED CASE	1
2	5135-20-02		112*15 REAR COVER	1
3	7654-01-01	PC205	28*15 LED DISPLAY BOARD (AMBER LED)	4
4	7517-01-01	PC081	LED SIGN 3V POWER SUPPLY	4
5	7518-01-01	PC082	OUTSIDE LED 5V PSU SINGLE SIDE	1
6	7519-20-01		OUTSIDE INTERCONNECT PCB	3
7	7522-01-01	PC085	AMBIENT LIGHT SENSOR	1
8	0007-05-01		100mm 5-WAY AMP POWER CABLE	1
9	7564-01-01	PC136	SUPER MOOSE PSU	1
10	7524-01-01	PC088	OUTSIDE LED SIGN PROCESSOR	1
11	0006-05-01		8W-45MM MOLEX CABLE ASSY	3
12	0006-05-05		8W-150MM MOLEX CABLE ASSY	1
13	0001-05-06		14W-410MM MOLEX CABLE ASSY	1

Technical Information	
Operating voltage	18 – 32 volts DC
Normal operating power consumption	2.9 amps @ 24v DC (70 watts approx)
Max power consumption (all LED's on full brightness)	5 amps @ 24v DC (120 watts approx)
Viewing Angle	140°
Standard communications	RS 485 – other options available
Temperature Range	-20C to +60C / 0 to 140F
Storage Temperature Range	-20C to +80C / 0 to 180F
LED pitch	Horizontal - 9.7 / Vertical - 10.2
Humidity (operating)	80% max
Shock	5g max
Vibration	2g / 5-15 Hz

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Hanover Displays



Product code:	OL064J (IP65 Rated case)
Sign size:	48x15
Lighting type:	Daylight viewable LED's
Weight:	3.5 kg / 7.75 lbs
ADA compliant:	Rear
Maximum character height:	158mm / 6"
Static characters:	1-16 characters
Scrolling text:	1 & 2 lines




Case dimensions (w/h/d): 560 x 311 x 49mm / 20 x 12¼ x 2"
Viewing area (w/h/d): 460 x 158mm / 18 x 6"

No	Part No	Product Code	Description	Qty
1	5137-20-01		48*15 CASE	1
2	5137-20-02		48*15 OUTSIDE FRONT PANEL	1
3	5137-20-03		48*15 OUTSIDE FRONT MASK	1
4	5137-20-04		48*15 WINDOW	1
5	7655-01-01	PC206	48*15 LED DISPLAY (AMBER LED)	1
6	7517-01-01	PC081	LED SIGN 3V POWER SUPPLY PCB	1
7	7518-01-01	PC082	OUTSIDE LED 5V PSU	1
8	7519-20-01	PC083	OUTSIDE LED INTERCONNECT PCB	1
9	7522-01-01	PC085	AMBIENT LIGHT SENSOR	1
10	7564-01-01	PC136	SUPER MOOSE PSU	1
11	7524-01-01	PC088	OUTSIDE LED SIGN PROCESSOR	1
12	0007-05-04		340MM 5 WAY AMP POWER CABLE	1
13	0006-05-03		8W-510MM MOLEX CABLE ASSY	1
13	0001-05-06		14W-410MM MOLEX CABLE ASSY	1

TECHNICAL INFORMATION	
Operating voltage	18 – 32 volts DC
Normal operating power consumption	1 amps @ 24v DC (25 watts approx)
Max power consumption (all LED's on full brightness)	1.75 amps @ 24v DC (60 watts approx)
Viewing Angle	140°
Standard communications	RS 485 – other options available
Temperature range	-20C to +60C / 0 to 140F
Storage temperature range	-20C to +80C / 0 to 180F
LED pitch	Horizontal - 9.7mm / Vertical - 10.2mm
Humidity (operating)	80% max
Shock	5G max
Vibration	2G / 5-15 Hz

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ATTACHMENT D: REPORTING FORMS

Daily Activity Sheet

maintransit

Welcome Aubrey Smith
Log Out

TransTrack Manager

Organizations » Daily Activity Sheet CT

Operations » Daily Activity Sheet CT

Organizations Routes Facebook Analytics

Operations » Daily Activity Sheet CT

Service Provider Contract # Date Day Type Route # Direction Division Incident Type Incident Reason Comment

									Missed Service	Dispatch Communications	Route 149 was given to a driver who was already on route when route 149 was suppose to start.
									Service Delay	Service Delay	We ran really late on route 145 in the morning from the Transit Center.
									Service Delay	Passenger Incident	Service was delayed by passenger no willing to pay nor get off the bus (Caucasian male about 25 years old wearing blue jeans and grey warriors sweat shirt). Police was called but passenger decided to exit bus before police arrived.
									Service Delay	GFI Farebox Down	Bus 1509 had a transfer stuck in the fare box which caused a delay in service at 1:11pm.
									Missed Service	Vehicle Breakdown	Bus broke down at gas station.
									Missed Service	Vehicle Breakdown	Bus broke down at gas station. Key ignition was damaged and the bus would not start.
									Service Delay	Vehicle Exchange	Eric M is running 10 to 15 minutes late on route 49. He had to trade Bus # 301 to 1507; due to fume coming into the bus and clients was complaining.
									Missed Service	Driver Late Or Not Available	No driver available for route.
									Missed Service	Driver Late Or Not Available	No driver available for route.
									Missed Service	Vehicle Breakdown	
									Missed Service	Driver Late Or Not Available	Driver not available for route 113.
									Missed Service	Driver Late Or Not Available	Driver not available for route 113 early release route.
									Missed Service	Vehicle Breakdown	
									Missed Service	Vehicle Not Available	Miss-trip for route 119 early release due to no vehicle
									Missed Service	Driver Late Or Not Available	Driver not available for route.

20 Page 1 of 2 Displaying 1 to 20 of 30 rows Copyright © 2002 - 2017 TransTrack Systems®, Inc. All Rights Reserved.

Daily Activity Sheet Drop-down Box

Date	11/07/2017	Time		Vehicle	-- Please Select One -- ▼
Route #	-- Please Select One -- ▼			#	
				Direction	-- Please Select One -- ▼
Run #	-- Please Select One -- ▼				
Driver Name	-- Please Select One -- ▼				
Incident Type	-- Please Select One -- ▼				
Incident Reason	-- Please Select One -- ▼				
Comment					
If Vehicle Replaced: Maintenance? ☐ Dispatch? ☐					
Problem	-- Please Select One -- ▼				
Repl. Veh #	-- Please Select One -- ▼				
Time Out of Service		Time In Service			
Calculated Change In Revenue Hours					
Location					
Latitude					
Longitude					
Supervisor Comments					

Service Impact	# Missed Trips	
	# Pick-Ups Missed	
	# Additional Trips	
	Revenue	Deadhead
Change In Hours		
Change In Miles		
Est. Change In Hours		

Date	11/07/2017	Time:	
Vehicle #	-- Please Select One -- ▼		
Route #	-- Please Select One -- ▼		
Driver Name:	-- Please Select One -- ▼		
Incident Type:	No Selection Available ▼		
Incident Reason:	-- Please Select One -- ▼		
Maintenance Assessment of Vehicle Problem:	-- Please Select One -- ▼		
Agency Roadcall Status:	-- Please Select One -- ▼		
NTD Status:	-- Please Select One -- ▼		
Roadcall Problem:	No Selection Available ▼		
Roadcall Type:	No Selection Available ▼		
Action Taken:			
Change in Revenue Hours:			
Change in Revenue Miles:			
Mechanic Assigned:	No Selection Available ▼		



TransTrack Manager

Welcome Aubrey Smith
[Log Out](#)

Organization	Routes	Farebox	Operations	Safety	Fleet	Finance	Plan	Personnel	Feedback	Support	Utilities	Analytics
Fleet » Hold List (CT)												
Service Provider	Contract #	Vehicle #	Reason For Hold	Scheduled Hold	Assigned To	Hold Date	Scheduled Release Date	Actual Release Date	Released By			
			problem with engine injectors in blocks	No		11/13/2017		11/13/2017	Mechanic			
			needs new cylinder head	No		11/07/2017						
			work is being done in San Leandro	No		11/07/2017						
			AUX lighting not working	No		11/06/2017						
			problems with engine and power	No		11/06/2017	11/10/2017	11/13/2017				
			Engine Missed fire	No		11/03/2017						
			Passenger door	No		11/02/2017		11/03/2017				
			needs new fuel tank	Yes		10/30/2017		11/07/2017				
			Gillig San Leandro	No		10/30/2017						
			needs new air brake line	No		10/30/2017	10/31/2017		Efrain			
			needs new cylinders	No		10/30/2017						
			engine repair needed	No		10/30/2017						
AUX lighting not working in Santa Rosa shop	No	10/30/2017										
Stop Engine light on	No	10/25/2017		10/25/2017			10/25/2017					
		No		10/25/2017		10/25/2017		Greg Jones				
until next release 20month												
20	Page 1	of 7	Displaying 1 to 20 of 126 rows									
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Vehicle #:	-- Please Select One --	Hold Date	11/07/2017
Reason For Hold			
	☐ Scheduled Hold? (Check if Yes)		
Assigned To			
Sched Release Date		Actual Release Date:	
Released By:		Release Time:	
	☐ Warranty? (Check if Yes)		
	☐ Vehicle Off-Site? (Check if Yes)		
Comments:			
	☒ ACTIVE? (To remove an item from the Hold List without deleting, uncheck the Active check box.)		

ATTACHMENT E: FTA CERTIFICATION FORMS AND GRANT CONTRACT PROVISIONS

- Certification Regarding Lobbying
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Form LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(Pursuant to 49 CFR Part 29, Appendix B)**

- A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.
1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 2. The Proposer will provide immediate written notice to MARIN TRANSIT if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact MARIN TRANSIT for assistance in obtaining a copy of those regulations.
 4. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
 5. The Proposer further agrees by submitting this proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
 6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
 7. Nothing contained in the foregoing will be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the

Attachment E: FTA Certification Forms and Grant Contract Provisions

department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

1. The Proposer certifies, by submission of this bid or proposal, that neither it nor its “principals,” as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If Proposer is unable to certify to the statements in this certification, Proposer will attach an explanation to this proposal.

Date: _____

Name of Proposer: _____

Signature: _____

Print Name/Title: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 making lobbying contacts to 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 will complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Attachment E: FTA Certification Forms and Grant Contract Provisions

Form LLL

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the per above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

FTA Grant Contract Provisions

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. Bonding Requirements

Bid Guarantee. Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to Marin Transit. The amount of such guaranty shall be equal to \$___ or ___% of the total bid price.

In submitting this bid, it is understood and agreed by bidder that Marin Transit reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the penning of bids, without the written consent of Marin Transit.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of Marin Transit, or refuse or be unable to enter into this Contract as provided above, or refuse or

be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Marin Transit's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Marin Transit for the damages occasioned by default, then the undersigned bidder agrees to indemnify Marin Transit and pay over to Marin Transit the difference between the bid guarantee and Marin Transit's total damages so as to make Marin Transit whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Marin Transit to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to Marin Transit within ten (10) business days from Contract execution. Marin Transit requires all Performance Bonds to be provided by a fully qualified surety company acceptable to Marin Transit and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Marin Transit may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. Marin Transit may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by Marin Transit if:

1. A bank in good standing issues it. Marin Transit will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. Marin Transit is identified as the Beneficiary.
5. It is in an amount equal to **100%** of the Contract value. This amount must be in U.S. dollars.

6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between Marin Transit and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Sections X and Y) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Marin Transit as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Marin Transit) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

Sample Bond Certifications.

Performance Guarantee Certification

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance
Bond

_____ Irrevocable Stand-By-Letter of
Credit
BIDDER'S NAME:
AUTHORIZED SIGNATURE:
TITLE:
DATE:

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that *(Insert full name and address and legal title of Contractor)* as Principal, hereinafter called Contractor, and
(Insert full name and address or legal title of Surety) as Surety, hereinafter called Surety,

Attachment E: FTA Certification Forms and Grant Contract Provisions

are held and firmly bound unto Marin Transit as Obligee, hereinafter called Authority, in the amount of Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated , 20 , entered into a contract with Marin Transit for Contract No. , which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by Marin Transit.

Whenever Contractor shall be, and is declared by Marin Transit to be in default under the Contract, Marin Transit having performed Marin Transit's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if Marin Transit elects, upon determination by Marin Transit and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Marin Transit to Contractor under the Contract and any amendments thereto, less the amount properly paid by Marin Transit to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Marin Transit or the heirs, executors, administrators or successors of Marin Transit.

Signed and sealed this day of 20 .

WITNESS _____ (SEAL) _____ PRINCIPAL

_____(Title)

WITNESS

SURETY (SEAL)

_____(Title)

Attach hereto proof of authority of officers or agents to sign bond.

Irrevocable Stand-By Letter of Credit Certificate

The undersigned states that he/she is _____ of the (Title)
_____(The "Beneficiary") and hereby
(Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with (Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No. _____.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.
(NAME OF BENEFICIARY)

By:

Its:

Bank Draft

FOR VALUE RECEIVED

Pay on presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge the Account of

Irrevocably Standby Letter of

(Name of Issuing Bank)

Credit No.

Dated: 20

.

To _____ (Name of Issuing Bank)

NAME OF BENEFICIARY

By

Its

5. 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.

4. 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).

3. Bus Testing

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or

components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

4. Buy America Requirements

Clause applies to Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000). The \$100,000 threshold applies only to the grantee contract.

Subcontracts under that amount are subject to Buy America. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA Marin Transit the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock, and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

5. Cargo Preference Requirements

The contractor agrees: a. *to use* privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. *to furnish within 20* working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo *described in the preceding paragraph* to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Marin Transit (*through the contractor in the case of a subcontractor's bill-of-lading.*) c. *to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.*

6. Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that Marin Transits 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.

7. 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).

8. Civil Rights Laws and Regulations

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.

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.

9. 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

Attachment E: FTA Certification Forms and Grant Contract Provisions

10. Employee Protections

Marin Transit will provide a copy of the current prevailing wage determination issued by the Department of Labor in an addendum to this solicitation. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination.

Prevailing Wage and Anti-Kickback. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards-For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

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.

11. 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.

12. 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 Transits 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.

13. 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.

14. 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

15. 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.

16. Patent and Rights in Data

Intellectual Property Rights. This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant Marin Transit intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement,

the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FT
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein,

provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

17. Pre-award and Post Delivery Audits of Rolling Stock Purchases

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

18. 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.

19. 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.

20. 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.

21. 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

22. 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.

23. Seismic Safety Requirements

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

24. 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 [insert title and address of person responsible for receiving information]. 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*.

25. 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 [an appropriately short period of time] 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 [ten (10) 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 Default (Supplies and Service). If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Marin Transit may terminate this contract for default. Marin Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Marin Transit.

Termination for Default (Transportation Services). If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions

of this contract, Marin Transit may terminate this contract for default. Marin Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Marin Transit goods, the Contractor shall, upon direction of Marin Transit, protect and preserve the goods until surrendered to Marin Transit or its agent. The Contractor and Marin Transit shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Marin Transit.

Termination for Default (Construction). If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Marin Transit may terminate this contract for default. Marin Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Marin Transit may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Marin Transit resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Marin Transit in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Marin Transit, acts of another Contractor in the performance of a contract with the Marin Transit, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Marin Transit in writing of the causes of delay. If in the judgment of Marin Transit, the delay is excusable, the time for completing the work shall be extended. The judgment of Marin Transit shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Marin Transit.

Termination for Convenience or Default (Architect and Engineering) Marin Transit may terminate this contract in whole or in part, for the Marin Transit's convenience or because of the failure of the Contractor to fulfill the contract obligations. Marin Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Marin Transit has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the Marin Transit, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Marin Transit may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Marin Transit.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Marin Transit.

Termination for Convenience or Default (Cost-Type Contracts). Marin Transit may terminate this contract, or any portion of it, by serving a notice of 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.

26. 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 [title of employee]. 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 [title of employee]. 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 [title of employee] 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.

ATTACHMENT F: CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308

CALIFORNIA LEVINE ACT STATEMENT

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

Marin Transit’s Board of Directors Include:

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

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Marin Transit Board Member in the 12 months preceding the date of the issuance of this request for qualifications?
___ YES ___ NO
If yes, please identify the director: _____
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Marin Transit director in the three months following the award of the contract?
___ YES ___ NO
If yes, please identify the director: _____

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

ATTACHMENT G: BID PROTEST PROCEDURES



MARIN TRANSIT BID PROTEST PROCEDURES

Policy #:	PU-01
Subject:	Procurement
Effective Date:	5/16/2011
Revision Date:	6/27/2016

1. BACKGROUND

The following procedures have been developed to provide the sole remedy for supplier protests that cannot be informally resolved.

The procedures and time limits set forth in this document are mandatory and are the interested party's sole and exclusive remedy in the event of a protest. The interested party's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including, but not limited to, filing a Government Code Claim or legal proceedings. An Interested party may not rely on a protest submitted by another interested party, but must timely pursue its own protest.

2. PROTEST PROCEDURES

The procedures below apply to all Marin Transit procurements and conform to Federal Transit Administration (FTA) Circular 4220.1F. These procedures will be included or referenced in all solicitation documents for FTA funded projects. If they are referenced, the reference will include information on how a copy of the procedures may be acquired by any interested party. Marin Transit will disclose information regarding protests on FTA funded projects to FTA.

3. DEFINITIONS

The following definitions apply to these procedures:

"Days" means working days, i.e., any day except Saturday, Sunday or Marin Transit holidays.

"Interested Party" Is an actual or prospective offeror whose direct economic interest would be affected by the award of a Contract or by the failure to award a Contract. (Interested parties do not include subcontractors or suppliers of an actual or prospective offeror.)

"Protest" Is a written objection or complaint by an interested party to the terms, conditions or form of a proposed procurement or the proposed or actual award of a contract.

"Protestor" Is an interested party that has properly filed a timely protest. "Timely

Filed Protest" Is a written document filed by a protestor that meets the requirements outlined in this procedure.

4. FILING AND PROCESSING OF PROTESTS

4.1 Protest Content and Submission

An interested party wishing to protest a matter involving a proposed procurement or contract award shall file with Marin Transit a written submission which must include at a minimum:

- Name, address and telephone number of the protestor
- Protestor's relationship to the procurement sufficient to establish that the protest is being filed by an interested party
- Identification of the proposed procurement or contract

- A complete statement of the basis for the protest, and all supporting documentation
- A reference to the specific portion of the solicitation document which forms the basis for the protest

All protests must be filed with:

General Manager
Marin Transit
711 Grand Ave. Suite 110
San Rafael, CA 94901

4.2 Subject of the Protest, Timing and Process

Upon timely receipt of a protest, Marin Transit will notify the protestor and may, where appropriate, request additional information from the protestor. The District may, at its discretion meet with the protestor to review the matters raised in the protest.

Decisions on all protests will include a response in detail to each substantive issue included in the protest submitted. Marin Transit's decision shall be final unless a timely request for reconsideration is filed pursuant to these provisions.

Marin Transit reserves its right to take any and all appropriate action, as solely determined by Marin Transit, regarding the solicitation and/or award of contract prior to resolution of, or upon or after the time of decision on any protest, including but not limited to rejection of all bids or responses.

- **Pre-Bid or Solicitation Protest - received prior to bid opening or proposal due date**

Any protest regarding the pre-bid or solicitation phase must be filed no later than five (5) days before the opening of bids (if bid) or the due date for submittals or proposals (if RFQ/P), as applicable. Any protest filed after that date which raises issues regarding the solicitation will not be considered.

Pre-bid and solicitation protests will be decided by the Deputy General Manager, or other General Manager designee, within 20 days of Marin Transit's receipt of the protest.

- **Award Protest - received after Marin Transit Notice of Award**

Any protest which (i) claims that one or more offerors on the Contract should be disqualified or rejected or any reason; (ii) contests a Marin County Transit District staff recommendation to award the Contract to a particular bidder; or (iii) contests a Marin County Transit District staff recommendation to disqualify or reject one or more offerors on the Contract must be filed with Marin Transit no later than 5:00 PM five (5) days after publication of the notice of award. Any protest filed after such date will not be considered. Award protests will be decided by the Deputy General Manager, or other General Manager designee, within 20 days of receipt of the protest by Marin Transit.

5. REQUESTS FOR RECONSIDERATION

A protestor may request reconsideration of the Deputy Manager's (or designee) protest decision a protest decision only if information becomes available that was not previously known, or could have reasonably become known, or there has been an error of law or regulation.

A request for reconsideration must be submitted in writing to the Marin Transit within five (5) days of the date of issuance of the initial decision. The request must include a detailed explanation of the basis for reconsideration and remedy requested. The General Manager shall review the request for reconsideration and may determine that there is no basis for modifying the decision.

6. APPEAL TO THE FEDERAL TRANSPORTATION ADMINISTRATION (FTA)

If the work or services to be procured under the Bid/Proposal is FTA funded, and all Marin Transit administrative remedies described above have been exhausted, a protestor may file an appeal with the FTA in accordance with FTA Circular 4220.1F. FTA will only entertain a protest that alleges the grantee failed to follow their protest procedures and which is filed in accordance with FTA Circular 4220.1F.

All appeals to the FTA must be submitted within five (5) working days after the date the protestor knew or should have known of the alleged Marin Transit violation.

ATTACHMENT H: CURRENT WAGES AND BENEFITS OF INCUMBENT CONTRACTORS**PACKAGE 1 & 2 Contractors**

Please note, the service packages requested in this RFP are different than what is being currently operated. Marin Transit does not guarantee the accuracy shown below in the table or benefits summary.

Position	Number of Full Time	Number of Part Time	Minimum Hourly Wage Range
ROAD SUPERVISOR/DISPATCHER	6	2	\$20 - 29.30
DRIVER	70	4	\$20 - \$27
MECHANICS	3	1.5	\$24 - 37.10

Current Package 1 Benefits

All the above staff are eligible for an employee benefit package which includes the following. Package 1 employer pays the majority of the premium for employee core medical / dental programs for their full-time employees (30 hours or more per week).

- Medical
- Chiropractic
- Dental
- Vision
- Employee Stock Ownership Plan

Generous Paid-Time Off, Sick, and Holiday Pay

Current Package 2 Benefits

All of the above staff are eligible for company sponsored benefit packages, which include the following. The Company contributes \$310.01 per month for bargained employees under the Teamsters Local No. 665 collective bargaining agreement. This agreement expires March 31, 2018 and rates are expected to increase in next agreement, negotiations are currently underway. The Company also contributes toward the benefit programs for all non-bargained exempt and non-exempt employees based on the benefit plan selected by the employee.

- Medical
- Chiropractic
- Dental
- Vision
- Health Savings Account (HSA)
- Health Care Flexible Spending Account (FSA)
- Dependent Care Flexible Spending Account (FSA)
- Life and Accidental Death and Dismemberment Insurance
- Voluntary Benefits (supplemental disability, critical illness, group accident insurance, group supplemental Health Insurance)
- 401K Plan/ Union Retirement Plan
- Employee Assistance Program
- Paid-Time Off & Holiday Pay

* Part-time staff who work 30 or more hours per week are eligible for benefits.

ATTACHMENT I: DRAFT OPERATING AND MAINTENANCE CONTRACT

**FIXED ROUTE SERVICE
PACKAGE 1/PACKAGE 2
OPERATIONS AND MAINTENANCE CONTRACT**

Between

MARIN COUNTY TRANSIT DISTRICT

and

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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 _____ (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. Any leased property for the operation and maintenance of MCTD service will require the lease to be assigned to MCTD as a lessee on such property agreement upon execution of this Contract. MCTD must approve multiple facilities be acquired to be used for services
- iii. 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.

- iv. 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 daily. 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.

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 305F 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. 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. The total amount paid shall not exceed the \$ _____. If the MCTD determines, based on actual performance at levels well below the MCTD's expectations, that the employees trained were unprepared or failed to properly do their assigned duties following training, the MCTD may withhold from future invoices the amount of compensation CONTRACTOR received during the Transition and Start-up period for those training activities determined to be unsatisfactory.
- 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 MCTD'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 MCTD's monthly payments to the CONTRACTOR.

- d. **MCTD Right to Remove.** The MCTD reserves the right to direct the removal of any Key Personnel during the term of the Contract if the MCTD determines such removal is in the best interest of the MCTD 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.
- 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 the ADA Paratransit clients. 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 U.S. Department of Transportation Medical Cards, 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 C 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. 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).
- 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 C 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 305F.
- 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 305F hereof. As used in this subsection, the term "substantial deviation" means that (1) the actual timing of vehicle acquisition by the MCTD is twelve (18) 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 MCTD. 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

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 MTCD also reserves the right to require the CONTRACTOR to operate modified service schedules due to MTCD 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 may request a re-negotiation of the then-applicable Fixed Monthly Fee and/or Variable Service Hourly Rate:
 - i. If there is a cumulative increase or decrease in Service Hours of more than twenty percent (20%) over a Contract Year, of the Annual Service Hours set out for the Contract in Section 304.
 - ii. If there is a “substantial deviation” from the Vehicle Acquisition Plan as defined in Section 301E(b).
- 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. 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 uncleanness, 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).
- 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 G 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. 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 408.

- 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.

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. Fare Retention and Documentation. CONTRACTOR will retain the cash fares collected as partial payment of the monthly invoice. TransTrack will retrieve the daily farebox data collected from the Contractor. Each month, the MCTD will deduct the total cash fares required to be collected from the amount invoiced by the CONTRACTOR.
- 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 MTCD 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 MTCD 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**

Marin Transit will work 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. 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 in a manner determined by the Marin County Mass Transportation and Evacuation Plan (DRAFT June 2010).
 - 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 MTCD shall be responsible for marketing, public relations, and advertising services, and its decisions on all such matters shall be final. The MTCD 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 MTCD.

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; and minus fares required to be collected by the CONTRACTOR. 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 305F. 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 MTCD 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 MTCD or other Federal or State agencies with audit authority; and (e) other Contract oversight purposes determined appropriate by the MTCD 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; and (c) 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 fares collected as required by Section 313; (b) any liquidated damages assessed by the MTCD for that month under Section 403 hereof; (c) any fuel charges incurred by the MTCD related to operation of CONTRACTOR's other operations;.
 - c. **Payment.** Subject to subsection C hereof, the MTCD 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

Description of Violation	Penalty
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
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

- A. **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 Contract or the performance hereof by CONTRACTOR, any subcontractor of CONTRACTOR, or any person for whom CONTRACTOR is legally or contractually responsible, whether or not it is alleged or determined that the action on which the claim was based was caused by the negligence or willful misconduct of CONTRACTOR, any subcontractor, or any other 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.

- B. **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 forty-five (45) 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.

- 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.
- 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.
- 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.
- 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.
- 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. Backup capabilities for communications, dispatch, and power supply, and access to fuel resources.
 - c. A plan to support staffing demands for expanded operations and identification of essential personnel.
 - d. 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.
 - e. A process to determine staff that will actually report to work during a disaster.
 - f. Anticipating hours of service rules that apply to drivers holding a commercial driver's license.
 - g. Procedures for complete documentation of services provided.
 - h. 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.
San Rafael, California 94901

Communications to CONTRACTOR shall be addressed as follows:

[Insert CONTRACTOR name and address]

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

[CONTRACTOR]

By: _____

By: _____

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

DRAFT

EXHIBIT “A”

SCOPE OF SERVICES (required)

DRAFT

EXHIBIT “B”

FEES AND PAYMENT SCHEDULE (required)

DRAFT

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 will 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	☐	\$	
Automobile Liability Insurance	☐	\$	
Workers' Compensation Insurance	☐		
Professional Liability Deductible	☐	\$	

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

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____

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DRAFT