



MEMORANDUM MARIN TRANSIT

To: Marin Transit Board of Directors
From: Nancy Whelan, General Manager
Subject: Supplemental Materials – September 13, 2021 Board Meeting
Date: September 10, 2021

AGENDA ITEM #5

5. Award of Contract for Operation of Marin Access Services & Programs
Recommended Action: Award contract for Operation of Marin Access Services & Programs to Transdev Services, Inc. for an initial term of three years and five (5) months with three additional option years; authorize General Manager to negotiate and finalize contract terms; and, approve associated budget amendment (2021-02).

Attached is correspondence received (and the General Manager's written response to said correspondence) related to the above-captioned item.



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September 10, 2021

Anne Grey, CFRE MBA
Chief Executive Officer
Vivalon
15 Jordan Street
San Rafael, CA 94901

RE: Determination of Award Protest – Operations and Management of Marin Access Services Contract

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Dear Ms. Grey,

Below you will find Marin Transit’s response to all substantive issues included in the protest letter submitted on September 8, 2021. After careful consideration of the issues raised, my determination is that Marin Transit followed all relevant procurement policies and used the information submitted in the proposals and the scoring criteria established in the Request for Proposals (RFP) to complete the scoring of all proposals received. As Transdev Services, Inc. was the highest scoring proposer, we will recommend to our Board on September 13 that the award be made per the staff recommendation.

Responses to the items identified in your letter are provided below.

Pricing: *In response to the information included in the award protest letter regarding price –*

- Under Marin Transit’s Procurement Policy, and as a recipient of federal funds, Marin Transit is required to competitively procure goods and services as outlined in FTA Circular 4220.1F.
- This procurement was developed as a “Best Value” procurement, as indicated in the RFP. Best Value is defined in the RFP and allows Marin Transit to select the offer deemed most advantageous and of greatest value to the agency. “Best value” describes a competitive, negotiated procurement process in which the recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price.¹
- Vivalon received higher scores for pricing as this reflected Vivalon’s lower costs in the proposal.

¹ FTA Circular 4220.1F: Third Party Contracting Guidance

- The award selection was based upon consideration of technical and price factors based on the evaluation scoring criteria identified in Section 3.5 of the RFP with price being a maximum of 25 points out of the maximum total 125 points available.

Review of Award: *In response to the item stating that Vivalon had only four hours to review the rationale for the award of the contract –*

- The preparation of the Board packet involved the *creation* of an informational summary of the scoring process that was both (a) accurate; and (b) respected the confidentiality of certain bid specifics during the course of the pending procurement. Creating this informational summary for the Board took time and careful attention to detail. As such, the informational summary created for the Board simply did not exist at any point prior to publication of the Board packet. As the Public Records Act recognizes, “if a winning proposer has access to the specific details of other competing proposals, then the local agency is greatly impaired in its ability to secure the best possible deal on its constituents’ behalf.” Marin Transit staff had to assure that the Board Packet did not defeat its interest in securing the best possible deal, given the fact that the procurement was at that time – and remains – open.
- Staff recommended award to the highest scoring firm. The rationale for awarding a contract was established in the RFP released March 3, 2021 and was a function of the scoring criteria outlined in the RFP.
- Marin Transit’s Procurement Policies and Bid Protest Procedures conform to Federal Transit Administration (FTA) Circular 4220.1F. Per the Marin Transit Bid Protest Procedures, 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 Proposer; 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.
- Marin Transit sent both proposers a notice of intent to award on September 1st. Following the Notice of Intent to award, at the request of Vivalon on September 2nd, staff made available a summary of scoring and key strengths of the successful proposal to both proposers within 24 hours of receipt of the request, on September 3rd. Following an additional request from Vivalon, staff made available a complete scoring table to both proposers on September 3rd.
- On September 3rd, staff also responded to an inquiry from Vivalon regarding when the Transdev proposal would be made public and advised on Marin Transit’s guidelines for Public Records Act (PRA) requests.

- Marin Transit followed our standard protocol for Board meetings and posted the agenda and board packet as soon as it was available on September 8th. The agenda posting and schedule comply with the State of California's Brown Act.

Special Meeting: *In response to the item stating that Marin Transit held a special meeting –*

- All Marin Transit Board Meetings are public and include the opportunity for members of the public to provide public comment on items not on the agenda, during the open time for public expression, and items on the agenda, following the staff report. Information about Board Meetings is posted on the Marin Transit website at www.marintransit.org/meetings. The agenda and board packet for the special meeting on August 23rd was publicly posted on August 18th and complied with the requirements of the Brown Act.

Salaries/Benefits & Amendment 5: *In response to the item stating that Marin Transit discouraged Vivalon from increasing salaries and wages –*

- Marin Transit has never discouraged Vivalon or any of its contractors from increasing driver wages.
- Amendment #5 to the contract between Marin Transit and Vivalon makes no reference to driver wages and salaries. However, Amendment # 6 did require Vivalon to honor the driver wage increases that were previously agreed to in Amendment #1 for the new contract option years. Vivalon did not increase starting wages on 7/1/20 that would have been consistent with the 2% annual increase agreed to in Amendment #1 for the base contract years. The District included this wage increase for the option years in Amendment #6 and required the increases to be effective with the first payroll after MCTD Board approval in January 2021.

BAFO: *In response to the item stating that Marin Transit's reference to the BAFO was misleading and disingenuous –*

- Under Marin Transit's Procurement Policy and in compliance with FTA Circular 4220.1F, a best and final offer (BAFO) may be requested of each offeror in the competitive range at the conclusion of discussions (negotiations) with those offerors. The BAFO is the final opportunity for firms to refine and improve their technical proposal and associated costs, or "sharpen their pencils." MCTD issued BAFO requests to both proposers on August 16, 2021 and requested a response by August 23, 2021. Vivalon submitted a letter in response to the BAFO request but did not include a revised proposal or cost proposal. Transdev submitted a letter in response to the BAFO request and included clarifications about their proposal and a revised cost proposal.

The responses below are in reference to the material areas Vivalon disputes that the Transdev proposal was advantageous.

- 1. *Vivalon Whistlestop Wheels disputes the advantage that Transdev would improve program legibility. Our staff is currently cross-trained and our proposal included fully-integrated cross training with Travel Navigators and an Integrated Call Center.***

We assume that Vivalon is referring to Slide 10 of the presentation included as Attachment A to the Staff Report regarding award of the contract at the September 13, 2021 Marin Transit Board meeting. Slide 10 details expected outcomes of the structure of a new contract. Staff highlighted “integrated call center with cross-trained staff expected to improve call responsiveness and program legibility” as a beneficial expected outcome of the contract based on the structure of the RFP – not of the selected contractor. This was not a factor that resulted in staff’s recommendation to award the contract to Transdev Services, Inc.

- 2. *Vivalon Whistlestop Wheels disputes the claim that Transdev would decrease time to resolve customer IT issues. Vivalon’s Whistlestop Wheels has not had delays in resolving customer IT issues.***

We assume that Vivalon is referring to Slide 10 of the presentation included as Attachment A to the Staff Report regarding award of the contract at the September 13, 2021 Marin Transit Board meeting. Slide 10 details expected outcomes of the structure of a new contract. Staff highlighted “enhanced 24-hour IT expected to reduce delays in resolving customer issues” as a beneficial expected outcome of the contract based on the structure of the RFP – not of the selected contractor. This was not a factor that the resulted in staff’s recommendation to award the contract to Transdev Services, Inc.

- 3. *Vivalon Whistlestop Wheels disputes the claim that an advantage to recommending Transdev is that they offer 24-Hour Trapeze technical support. Vivalon has 24-Hour Trapeze technical support as well.***

Marin Transit did not indicate that Transdev provided an advantage because they offered 24 -hour Trapeze technical support. As part of Marin Transit’s contract with TripSpark (Trapeze), we offer the contractor 24-hour support through the TripSpark (Trapeze) Support Desk. All proposers will have access to this 24-hour support resource. No proposer received an advantage in the scoring due to this factor.

- 4. Vivalon Whistlestop Wheels disputes the recommendation that Transdev will improve ADA compliance. Vivalon has had zero denials or issues so this is not a quantifiable strength for Transdev.***

Trip denials is not the metric for understanding the ADA or compliance with ADA regulations. The evaluation committee used the information submitted in the technical proposals including the information submitted in the project understanding, qualifications and experience, and approach and workplan along with the level of experience of key staff members to evaluate each firm's proposal. The evaluation committee unanimously agreed that Transdev Services, Inc. proposed a team with demonstrated ADA knowledge and expertise and is well positioned to ensure compliance with the regulations of the ADA. Further, Transdev demonstrated to the evaluation committee the ability to anticipate and respond to changes in ADA-related regulations.

- 5. Vivalon Whistlestop Wheels disputes the recommendation that Transdev has better experience. Vivalon Whistlestop Wheels started paratransit in Marin County 67 years ago.***

The evaluation committee recognized that Vivalon has many years of providing transportation services to older adults and a long record of contracting with Marin Transit to offer demand response services. Vivalon's only experience operating FTA funded complementary paratransit services for a public transit agency is through the contract with Marin Transit. Transdev has a large presence in California and has operated paratransit services for more than 100 combined years. In the Bay Area, Transdev has over thirty years of experience operating FTA funded transit services with eight peer agencies, in all counties adjacent to Marin, including the counties of Contra Costa, San Francisco, Napa, Sonoma, Solano, Yolo, Alameda, and Santa Clara. Transdev operates the largest paratransit contracts in the country and has delivered innovative approaches to meet the needs of public transit agencies and their riders. Transdev is well positioned to support Marin Transit in rebuilding its ridership after the COVID pandemic and growing its services to meet future demands.

- 6. Vivalon Whistlestop Wheels disputes the claim that Transdev's is stronger in starting-up at new facilities. Vivalon has its own facility and equipment and proposed a solid transition plan to relocate to the Kerner Facility that included a fully-integrated call center and utilization of the square footage that would not necessitate the need for any off-site offices.***

While both proposals included transition plans, the Transdev proposal included a more detailed start-up plan and indicated support from a specialized team that is dedicated for start-ups at the new facilities. Transdev contracts with agencies across the country and

each contract start-up involves acquiring a new facility or taking over an existing operations facility. Within the last few years, Transdev has led the start-up of operations in the Bay Area for several peer agencies including leading recent transitions with Soltrans, Lodi, County Connection, and LAVTA.

Transdev's proposal identified a dedicated transition manager with extensive experience with start-up at numerous facilities. The Transdev proposal also identified corporate and regional support for the transition. The evaluation committee unanimously agreed that the Transdev Services, Inc. proposal would better support Marin Transit as we start-up operations at the new facilities.

7. *Vivalon Whistlestop Wheels disputes that strong references from peer transit agencies is more significant than over 40 letters of support from riders and community leaders in Marin County.*

Marin Transit contacted references provided by both proposers and asked a series of questions about how the firms performed on similar contracts for those agencies. Staff received responses from references for each proposer. The response from references was considered as part of the evaluation of qualifications and experience.

In section 3.4.3.1c of the RFP (page 27), Marin Transit further requested that firms provide any additional relevant reference information to demonstrate experience with public agencies. Vivalon included letters of support from individuals and organizations in Marin. The evaluation committee recognized the high level of community support detailed in these letters and Vivalon's long history of supporting older adults in Marin. The evaluation committee considered these letters as part of their scores for qualifications and experience.

8. *Vivalon Whistlestop Wheels disputes that Transdev provides superior employee support. Vivalon has been recognized for 6 years as a Best Place to Work in the North Bay. Additionally, Vivalon (Whistlestop) receives an average Employer Review rating on Glassdoor of 4.3 while Transdev receives an average rating of 3.4.*

The evaluation committee reviewed and evaluated proposals based on the information provided in the proposal. The committee did not review ratings for any proposer from Glassdoor or other outside rating systems. The Transdev proposal included higher starting wages, lower out-of-pocket employee benefit costs, robust opportunities for employee development and career advancement, performance incentives for frontline staff at all levels, tools for employees to manage work-life balance, and health and

wellness programs. The Vivalon proposal included lower starting wages, higher out-of-pocket benefit costs, and performance incentives for operators and mechanics.

9. Vivalon Whistlestop Wheels disputes that Transdev will improve optimization. Vivalon utilizes the same software and has an addition full-time optimizer on staff.

The evaluation committee reviewed and evaluated proposals based on the information provided in the proposal. Optimization was not a criterion used to evaluate the proposals.

10. Vivalon Whistlestop Wheels disputes that Transdev is the Best Value Procurement based on their poor safety record compared to Vivalon. San Francisco paratransit, operated by Transdev, had nearly 4x our accident rate based on the publicly available data from 2016-2018 and four times better than Transdev according to MTC archives.

The evaluation committee reviewed and evaluated proposals based on the information provided in the proposal. Based on information included in the proposals, including the safety plan and the experience of key safety and training staff members, both proposers were able to demonstrate a strong approach to safety and a commitment to keeping riders safe. Best Value is defined in the RFP and allows Marin Transit to select the offer deemed most advantageous and of greatest value to the agency. The evaluation committee reviewed proposals against all evaluation criteria in the RFP, not one criterion, to recommend award to the proposer that provides the greatest value to Marin Transit.

Thank you again to you and your team for submitting a proposal in response to the RFP. While we are recommending a change in service providers for this contract, we expect to maintain our great relationship with the Vivalon team and are eager to explore new ways we can collaborate in the future.

Sincerely



Nancy Whelan
General Manager

Attachments:

- (1) September 8, 2021 Vivalon Bid Protest Letter
- (2) September 13, 2021 Marin Transit Board of Directors, Item #5: Award of Contract for Marin Access Services and Programs



September 8, 2021

Nancy Whelan
General Manager
Marin Transit
711 Grand Street, Suite 110
San Rafael, CA 94901
Submitted via email to jhuitt@marintransit.org nwhelan@marintransit.org

RE: Award Protest – Operation and Management of Marin Access Services and Programs

Dear Ms. Whelan,

This letter is to officially protest the recommendation to the Marin Transit Board that Transdev replace Vivalon as the provider of Marin Access paratransit services and programs.

While Vivalon had the lowest price, we were significantly outscored on more subjective matters for Best Value Procurement. In looking at Transdev's pricing, at Tier 4 the Transdev proposal is over \$1,400,000 annually higher than ours. Their total costs are 26% higher than ours at Tier 4. At Tiers 2 and 3 they are still over \$1,000,000 higher than Vivalon in contract costs. Transdev exceeds our bid by a \$1.0 to \$1.5m increase in total costs.

In addition, we received the agenda that included the rationale for the award of this contract to Transdev only 4 hours before this protest filing was due. In that agenda, there are minutes from a special meeting (that Vivalon did not receive notification of) and that state that you, as General Manager of Marin Transit, assured the board that all vendors were encouraged to increase salaries and benefits. This is, in fact, the opposite of what you asked of Vivalon in our Cost Amendment #5 earlier this year. We dispute the outcome of this RFP adamantly on the basis that we were recently discouraged from increasing salaries and

wages. In further support of this protest, we were told on the call regarding presenting our BAFO that it was an opportunity to “sharpen our pencils” which was misleading and disingenuous of Marin Transit.

In the brief time allowed to review the recommendation, we determined material areas demonstrated as an advantage to selecting Transdev that we dispute.

1. Vivalon Whistlestop Wheels disputes the advantage that Transdev would improve program legibility. Our staff is currently cross-trained and our proposal included fully-integrated cross training with Travel Navigators and an Integrated Call Center.
2. Vivalon Whistlestop Wheels disputes the claim that Transdev would decrease time to resolve customer IT issues. Vivalon’s Whistlestop Wheels has not had delays in resolving customer IT issues.
3. Vivalon Whistlestop Wheels disputes the claim that an advantage to recommending Transdev is that they offer 24-Hour Trapeze technical support. Vivalon has 24-Hour Trapeze technical support as well.
4. Vivalon Whistlestop Wheels disputes the recommendation that Transdev will improve ADA compliance. Vivalon has had zero denials or issues so this is not a quantifiable strength for Transdev.
5. Vivalon Whistlestop Wheels disputes the recommendation that Transdev has better experience. Vivalon Whistlestop Wheels started paratransit in Marin County 67 years ago.
6. Vivalon Whistlestop Wheels disputes the claim that Transdev’s is stronger in starting-up at new facilities. Vivalon has its own facility and equipment and proposed a solid transition plan to relocate to the Kerner Facility that included a fully-integrated call center and utilization of the square footage that would not necessitate the need for any off-site offices.
7. Vivalon Whistlestop Wheels disputes that strong references from peer transit agencies is more significant than over 40 letters of support from riders and community leaders in Marin County.
8. Vivalon Whistlestop Wheels disputes that Transdev provides superior employee support. Vivalon has been recognized for 6 years as a Best Place to Work in the North Bay. Additionally, Vivalon (Whistlestop) receives an average Employer Review rating on Glassdoor of 4.3 while Transdev receives an average rating of 3.4.
9. Vivalon Whistlestop Wheels disputes that Transdev will improve optimization. Vivalon utilizes the same software and has an addition full-time optimizer on staff.
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based on the publicly available data from 2016-2018 and four times better than Transdev according to MTC archives.

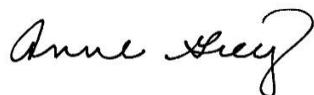
What we do know definitively is that Vivalon clearly has a stronger safety record than Transdev. Vivalon's accident rate per 100K miles for FY16-FY18 was .027, while the SFMTA Triennial Performance Audit reports that Transdev's safety record during that time frame averaged .107. **Transdev is four-times worse than Vivalon when it comes to safety.**

Our caring drivers know our riders by name and vice-versa. These relationships are vital in the paratransit community for feelings of support and stability at all times, but especially during the uncertain times caused by the pandemic. Our drivers are passionate about Vivalon's mission and many are unlikely to join a multibillion-dollar, international, for-profit company.

Since 2015, Vivalon has successfully collaborated with Marin Transit and Golden Gate Bridge Highway and Transportation District on multiple software and technological enhancement projects to improve operational efficiencies and customer service. Vivalon's IT Specialist and management team have assisted with TripSpark (Trapeze) upgrades from V15 to V19, installation of DriverMate software and tablets, and adjusted polygons, speed, and system settings. The Vivalon team supports the daily operation without fail, including zero service interruptions during the PSPS power outages in 2019 and 2020. Vivalon has a dedicated IT Specialist who troubleshoots and supports the account M-F, with off-hours support provided by TripSpark's 24/7 trouble desk.

Providing safe, reliable and caring transportation has been a key pillar of Vivalon's mission and is core to our services connecting older adults and people with disabilities in Marin County to numerous social determinants of health including nutrition, education, support and social engagement **for more than 50 years**. During this time, the Marin community has developed trust and confidence in Vivalon as a local organization that is extremely capable and dedicated to our community, which counts on Vivalon for jobs, services, springing to action nimbly in a crisis, and so much more that cannot be expected from a multi-national provider. What's more, with Vivalon the revenue stays in Marin County and supports the local economy.

Kind regards,



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Chief Executive Officer
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September 13, 2021

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

SUBJECT: Award of Contract for Operation of Marin Access Services and Programs

Dear Board Members:

RECOMMENDATION:

Award contract for Operation of Marin Access Services & Programs to Transdev Services, Inc. for an initial term of three years and five (5) months with three additional option years; authorize General Manager to negotiate and finalize contract terms; and approve associated budget amendment (2021-02).

SUMMARY:

On March 3, 2020, Marin Transit issued a Request for Proposals for the Operation of Marin Access Services & Programs. The goals of this procurement are: (1) to bring all of Marin Access's services and programs under one contract, (2) to create an integrated call center improving the overall rider experience and staff oversight, (3) to explore additional and more efficient service delivery models, (4) to increase the resilience and stability of Marin Access, and (5) to explore potential reductions to operations costs. A subcommittee of members from Marin Transit and Golden Gate Bridge and Highway District (GGBHTD) advisory committees, including riders and community partners or other stakeholders, provided input that helped to shape the final RFP.

Staff developed the RFP recognizing the new realities of the COVID-19 pandemic and uncertainties about if, or when demand for these services and programs would return. A scope of services and corresponding cost proposals were requested that account for potential growth in demand as the pandemic subsides. Under this new contract, all Marin Access services and programs will be operated by one contractor, with the exception of the Catch-A-Ride program. The new contract will allow greater flexibility and opportunity to explore alternative service models for how Marin Access services and programs are delivered, with the intention of improving the rider experience and streamlining operations.

The base contract term is for three (3) years and five (5) months with three (3) additional option years. In July 2021, Marin Transit completed the purchase of a new facility at 3000 Kerner Blvd in San Rafael to support the maintenance needs of this contract. Concurrently, Marin

Transit developed an agreement with GGBHTD for vehicle parking at two GGBHTD facilities in San Rafael and Novato. This contract will be operated out of these three facilities and does not require the contractor to lease facilities. This will be the first contract that Marin Transit provides the selected contractor all needed facilities and a full fleet of vehicles for the operation.

Under Marin Transit’s Procurement Policy, and as a recipient of federal funds, Marin Transit is required to competitively procure goods and services; the only exception to this requirement is intergovernmental agreements such as Marin Transit’s agreement with GGBHTD for operation of local fixed route transit service. This procurement was developed as a “Best Value” procurement, as indicated in the RFP, and allows Marin Transit to select the offer deemed most advantageous and of greatest value to the agency. The following technical and price factors were identified as evaluation criteria in the RFP:

Criteria	Max Points Available
Project Understanding	10 pts
Qualifications & Experience	25 pts
Approach and Work Plan	40 pts
Subtotal	75 pts
Price proposal	25 pts
Total	100 pts
Bonus: Innovation / Value Added	10 pts
Bonus: Preference for complying with Labor Code 1072	10 pts
Bonus: Preference for providing compensation premium for bilingual staff	5 pts
Total with Bonus	125 pts

Proposals and Scoring

Marin Transit received proposals from Transdev Services, Inc. and Vivalon, the incumbent contractor (formerly known as Whistlestop) by the deadline of May 21, 2021. Both firms were invited to interview with a technical panel made up of Marin Transit staff, GGBHTD staff, and a representative from Santa Rosa CityBus. To ensure that the technical evaluation was independent of cost considerations, the technical panel did not score the cost proposals; a separate panel made up of Marin Transit staff and consultants reviewed and scored the cost proposals.

The technical evaluation panel reviewed the proposals and developed a series of clarifying questions and subsequent follow-up questions. Each firm was given the opportunity to revise and update their proposal following each request for clarifications from the evaluation panel. On August 16, 2021, Marin Transit issued a request for Best and Final Offers from both firms.

Marin Transit staff conducted a thorough procurement which included an extended period of review to allow the evaluation panel to carefully consider the proposals and determine which was of best value to the District. Below is a summary of the final scoring of the proposals, including Best and Final Offers received.

Criteria	Max Points Available	Transdev Services, Inc.	Vivalon
Cover Letter	0 pts (Y/N)	Y	Y
Project Understanding	10 pts	8.00 pts	7.75 pts
Qualifications & Experience	25 pts	22.00 pts	15.75 pts
Approach and Work Plan	40 pts	36.25 pts	29.25 pts
Subtotal	75 pts	66.25 pts	52.75 pts
Price proposal	25 pts	17.50 pts	22.75 pts
Required Forms	0 pts (Y/N)	Y	Y
Total	100 pts	83.75 pts	75.50 pts
Bonus: Innovation / Value Added	10 pts	7.75 pts	2.75 pts
Bonus: Preference for complying with Labor Code 1072	10 pts	10.00 pts	10.00 pts
Bonus: Preference for providing compensation premium for bilingual staff	5 pts	5.00 pts	5.00 pts
Total with Bonus	125 pts	106.50 pts	93.25 pts

Based on the scoring shown above, staff recommends award to Transdev Services, Inc. Strengths of the Transdev Services, Inc. proposal include organizational experience, staff technical experience, experience with start-up at new facilities, regional and corporate support, strong references from peer transit agencies, employee support, IT / software support, technical support, and innovation. Given the technical nature of the provision of these services required under the Americans with Disabilities Act (ADA), including eligibility and service delivery, the evaluation team determined that Transdev best demonstrated the knowledge and capabilities to meet the current regulation and any future changes and updates.

Unlike fixed route service with regular scheduled service, demand response schedules change daily and require advanced technology to support efficient and productive operations. Marin Transit provides all the technology needed to schedule, dispatch, and operate these services but the day-to-day

operation requires the contractor to have an in-depth understanding of the technology and tools. The Transdev team has extensive experience with these applications. Their team has nearly 250 combined years of experience supporting Trapeze demand response software, including support staff that are former software developers from Trapeze that will be available to support the demand response software. Additionally, Transdev has a team of IT help desk employees to assist with tech support for both routine and critical issues 24 hours a day. Transdev is also able to bring additional tools that directly integrate with Marin Transit’s existing systems to better monitor all programs, and to quickly adapt and make changes for more efficient and productive service.

Staff are confident that the Transdev proposal offers the best value to the District and will result in overall improvements to operations and the rider experience. Transdev will comply with California Labor Code 1072 and retain all drivers and front-line staff who choose to transition with the transfer of the contract. Transdev is offering increased starting wages for drivers and enhanced benefits for these employees. In addition, all bilingual staff will receive a compensation premium to their base wage.

Staff has drafted the contract for Operation of Marin Access Services and Programs and Deputy County Counsel has reviewed the draft contract. The draft contract is provided as Attachment B. Staff anticipates negotiating final contract terms related to readiness and responsibilities for the new facility at 3000 Kerner. Examples of the terms to be finalized include security and facility access, utilities, and IT and Technology sections which are found in the draft contract Section 308 – Facility Use and Operations (pages 38 – 41). Staff recommend that your Board authorize the General Manager to negotiate and finalize the contract terms for an amount not to exceed \$23,697,064, contingent upon final review of the contract terms by County Counsel.

FISCAL/STAFFING IMPACT:

Due to the fluctuating and unpredictable demand due to the COVID-19 pandemic, the tiered pricing structure of the contract allows for greater flexibility and a scaling of the operation based on demand. The contract has fixed and variable rates that vary when the number of hours operated change significantly. The proposed pricing is about \$500,000 more per year than the adopted SRTP costs for these services over the term of the contract. The increased pricing is consistent with cost increases other Bay Area transit agencies have seen in recent paratransit service procurements. The increased costs reflect the challenging labor market and the contract includes better wages and benefits for drivers and staff than our current paratransit contract.

The Transdev Services, Inc. summary pricing proposal is shown below. This pricing is subject to final negotiations.

Transdev Fixed and Variable Price Summary					
	Base	Tier 1	Tier 2	Tier 3	Tier 4
Monthly Revenue Hour Range	< 2,500	2,501-3,500	3,501-4,500	4,501-5,500	> 5,501
Total Estimated Revenue + Scheduled Hours	2,000	3,000	4,000	5,000	6,000
FY 2021/22 Monthly Fixed Fee	\$ 220,914	\$ 241,053	\$ 261,969	\$ 291,527	\$ 333,220
FY 2021/22 Hourly Rate	\$ 46.47	\$ 44.20	\$ 42.79	\$ 41.83	\$ 41.45

Costs escalate annually as shown below.

Year	Annual Cost Escalation Rate
FY 2022/23 (year 2)	3.90%
FY 2023/24 (year 3)	3.69%
FY 2024/25 (year 4)	3.33%
FY 2025/26 (option year 1)	3.00%
FY 2026/27 (option year 2)	3.79%
FY 2027/28 (option year 3)	3.83%

The contract maximum, or Not to Exceed amount, for the base contract is \$23.7 million plus an additional \$23.4 million for the option years. The calculated contract maximum is based on the budgeted revenue hours for FY2021/22, along with adjusted Short Range Transit Plan hours, combined with the current Transdev Service Inc. pricing schedule. Costs include start-up expenses and expenditures related to the setup of the maintenance facility. Final pricing may be adjusted in the negotiations but will not increase above the Not to Exceed amount without additional Board approval. Significant variances in demand for mandated services could also increase (or decrease) contract costs. If service demand were to increase above projections, a contract amendment would be needed to increase the contract maximum. Board approval will be required to award option years.

Contract Maximums							
	Base Contract				Option Years		
	FY22 (5 months)	FY23	FY24	FY25	FY26	FY27	FY28
Tier	3	3	3	4	4	4	4
Hours	22,750	68,487	69,875	71,293	72,743	74,225	75,739
Fixed	\$1,457,635	\$3,634,759	\$3,768,881	\$4,131,795	\$4,118,599	\$4,118,599	\$4,151,788
Variable	\$951,633	\$2,976,539	\$3,148,923	\$3,289,654	\$3,457,258	\$3,661,393	\$3,879,168
Start up costs	\$178,281			\$7,266			
Equipment/Facility Costs	\$151,698						
Annual Total	\$2,739,247	\$6,611,297	\$6,917,805	\$7,428,715	\$7,575,857	\$7,779,992	\$8,030,956
Contract Maximum	\$23,697,064				\$23,386,805		


The contract maximums include costs for regional paratransit that are reimbursed by GGBHTD. GGBHTD is also responsible for reimbursing a portion of local paratransit costs (currently 22.3%). Costs for local and regional paratransit will be allocated between the District and GGBHTD as detailed under a separate contract between GGBHTD and Marin Transit. The estimates for these components in the tables below will be adjusted according to actual operations data and final allocation agreements.

Estimated Regional Paratransit Costs (included in Contract Maximums)							
	Base Contract				Option Years		
	FY22 (6 months)	FY23	FY24	FY25	FY26	FY27	FY28
Regional Hours	2,200	5,000	5,000	5,000	5,000	5,000	5,000
Regional Paratransit	\$329,816	\$580,783	\$602,214	\$643,893	\$649,495	\$661,660	\$671,267

Estimated GGBHTD Local Paratransit Costs (included in Contract Maximums)							
	Base Contract				Option Years		
	FY22 (6 months)	FY23	FY24	FY25	FY26	FY27	FY28
Local Hours	16,958	55,000	60,000	65,000	65,000	65,000	65,000
Est. GGBHTD Share	22.3%	22.3%	22.3%	22.3%	22.3%	22.3%	22.3%
	\$398,728	\$1,132,862	\$1,224,912	\$1,350,668	\$1,368,555	\$1,394,665	\$1,427,527

If approved by your Board, budget amendment #2021-02 (Attachment C) will increase Marin Transit's FY2021/22 operations budget for Marin Access purchased transportation costs by \$348,939 to allow for the increased contract costs. These costs will be spread across Local Paratransit, Regional Paratransit, Transit Connect, and Dial-A-Ride services. One time start-up costs of \$178,281 and Equipment/Facility Costs of \$151,698 are included in the Not to Exceed amount. Equipment and facility costs will be expended from the Capital budget with the existing Infrastructure Support project (IF). Option years will be recommended for Board approval as needed and are subject to available funding.

Respectfully submitted,



Joanna Huitt
Senior Mobility Planner

Attachments:

- Attachment A: Marin Access Contract Award Presentation
- Attachment B: Marin Access Draft Contract
- Attachment C: Budget Amendment #2021-02



Recommendation for Award: Operation of Marin Access Services & Programs Contract

September 13, 2021

- » **Marin Access Services & Programs Overview**
- » **Goals of Procurement**
- » **Request for Proposal Process**
- » **Evaluation Criteria & Proposal Scoring**
- » **Recommendation for Award & Strengths of Proposal**
- » **Timeline & Next Steps**



Paratransit

Door-to-door, shared ride service for ADA-eligible riders



Travel Navigators

One-stop resource for program information & eligibility



Volunteer Driver

Mileage reimbursement for seniors & people with disabilities



Travel Training

Group presentations on public transit & other mobility options



Catch-A-Ride

Discounted taxi rides for seniors & people with disabilities



Fare Assistance

Fare assistance for those that qualify via Medi-Cal or income



Marin Transit CONNECT

On-demand, general public shuttle service



Dial-A-Ride

Pre-scheduled, general public shuttle service

Existing

Marin Access



Operations (Scheduling/Dispatch) & Maintenance



Marin Access Mobility Management



Catch-A-Ride & Connect Administration & Scheduling

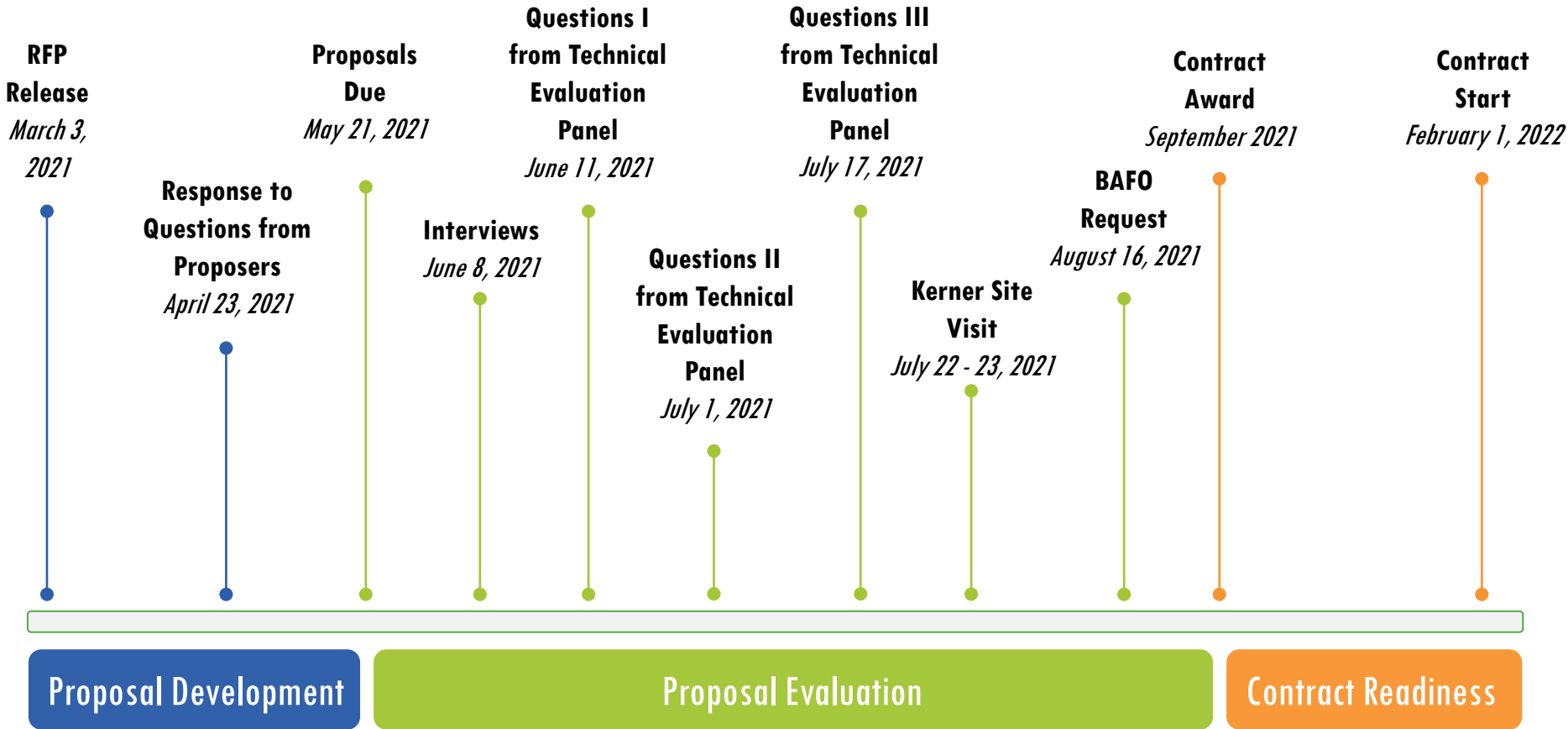
Future

Marin Access

Successful Bidder

Operations (Scheduling/Dispatch),
Maintenance, Program Administration, &
Mobility Management

RFP Process



- » This procurement was a **Best Value Procurement** which allows for selection of the offer deemed most advantageous and of greatest value.
- » The evaluation criteria allowed for scoring based on a combination of technical and price factors.

Criteria	Max Points Available
Project Understanding	10 pts
Qualifications & Experience	25 pts
Approach and Work Plan	40 pts
Subtotal	75 pts
Price proposal	25 pts
Total	100 pts
Bonus: Innovation / Value Added	10 pts
Bonus: Preference for complying with Labor Code 1072	10 pts
Bonus: Preference for providing compensation premium for bilingual staff	5 pts
Total with Bonus	125 pts

Proposal Scoring

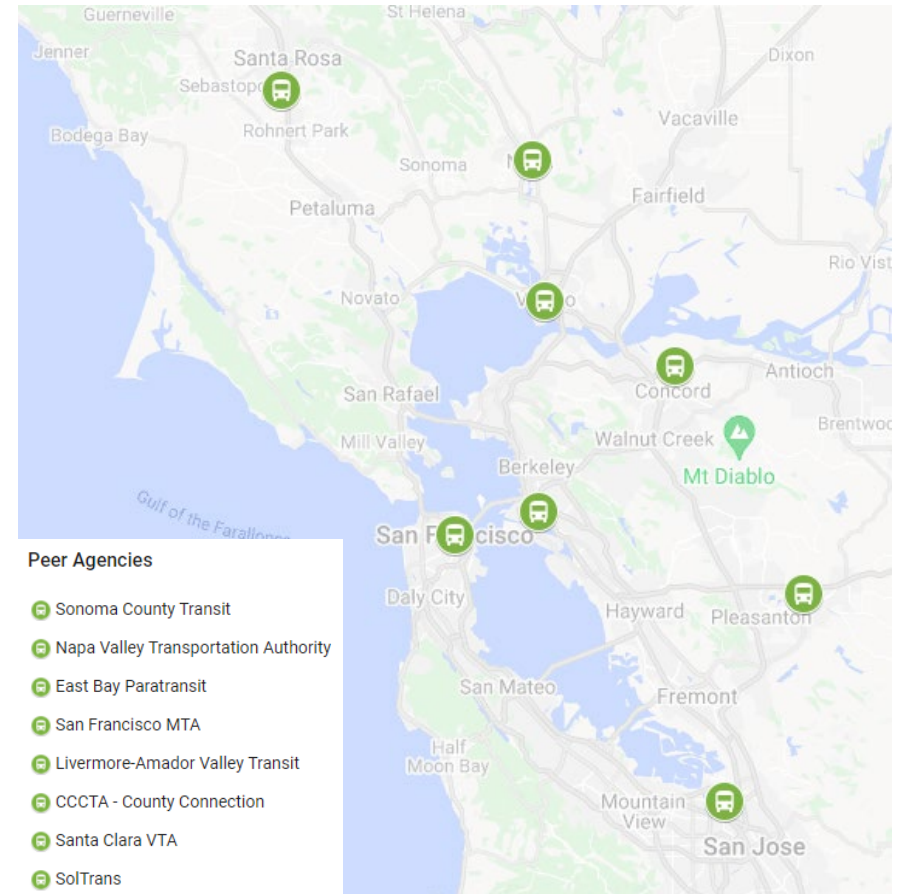


Criteria	Max Points Available	Transdev Services, Inc.	Vivalon
Cover Letter	0 pts (Y/N)	Y	Y
Project Understanding	10 pts	8.00 pts	7.75 pts
Qualifications & Experience	25 pts	22.00 pts	15.75 pts
Approach and Work Plan	40 pts	36.25 pts	29.25 pts
Subtotal	75 pts	66.25 pts	52.75 pts
Price proposal	25 pts	17.50 pts	22.75 pts
Required Forms	0 pts (Y/N)	Y	Y
Total	100 pts	83.75 pts	75.50 pts
Bonus: Innovation / Value Added	10 pts	7.75 pts	2.75 pts
Bonus: Preference for complying with Labor Code 1072	10 pts	10.00 pts	10.00 pts
Bonus: Preference for providing compensation premium for bilingual staff	5 pts	5.00 pts	5.00 pts
Total with Bonus	125 pts	106.50 pts	93.25 pts

Strengths of Proposal

- » Organizational Experience
- » Staff Technical Experience
- » Start-Up at New Facilities
- » Regional & Corporate Support
- » Strong References from Peer Transit Agencies
- » Employee Support
- » IT / Software Support
- » Technical Support
- » Innovation

Peer Agencies that Contract with Transdev Services, Inc.



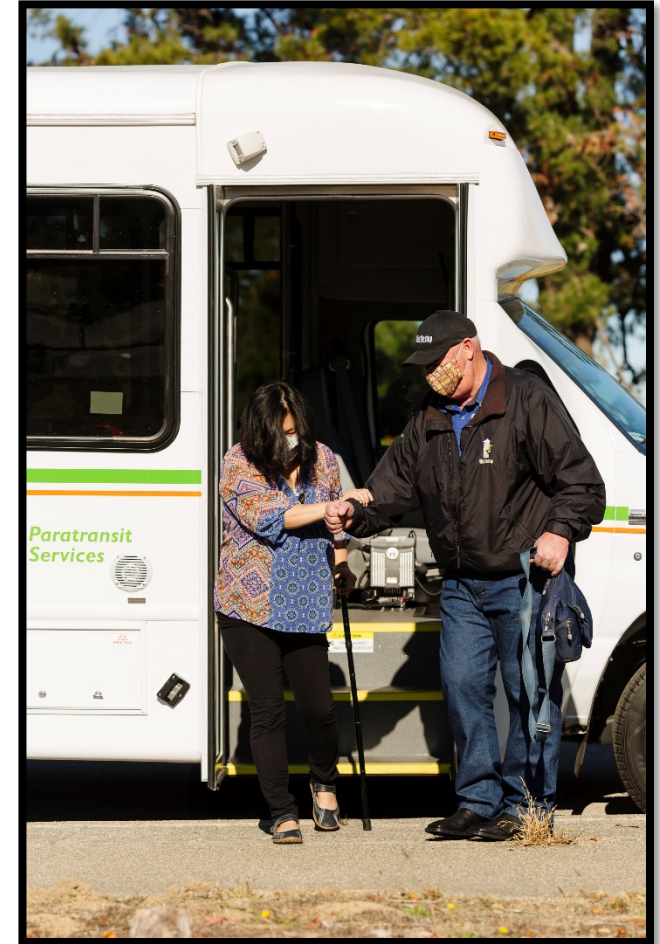
Key Value-Added Aspects of Proposal

- » Understanding of regulations of the Americans with Disabilities Act and experience implementing ADA programs
- » Experience operating FTA funded transit services throughout CA
- » Understanding of demand response scheduling software and depth of support available from staff
- » Better employee wages & benefits



- » Customer facing employees will be offered positions with Transdev
- » Same scheduling and eligibility procedures/software
- » Integrated call center with cross-trained staff expected to improve call responsiveness and program legibility
- » Enhanced, 24-hour IT expected to reduce delays in resolving customer issues
- » Additional customer facing tools, such as scheduling apps are offered and may be implemented
- » Better operations monitoring tools will lead to better customer service
- » Formalized Standard Operating Procedures will provide a consistent, reliable customer experience

- » **Seamless Transition**
- » **We will continue to provide pre-scheduled, door-to-door, accessible service**
- » **We will maintain the high level of customer service that riders are used to**
- » **The scheduling process and vehicles will remain the same**
- » **We anticipate improvements in scheduling, customer service, and enhanced support for trip planning**



- » Proposed pricing approximately \$500k more per year than the adopted SRTP costs for these services
- » The increase pricing is consistent with cost increases other Bay Area transit agencies have seen in recent RFPs for paratransit services
- » The increased costs reflect the challenging labor market
- » The contract includes better wages and benefits for drivers and staff than our current paratransit contract

Staff recommend authorizing the General Manager to finalize the contract terms.

- » Contract terms to be finalized are largely related to buildout and readiness of the new facility
- » Opportunities for cost reductions may be identified
- » County counsel will review and weigh in on the final contract terms





Questions?



Joanna Huitt

Senior Mobility Planner

jhuitt@marintransit.org

#<Contract Number>

**OPERATION OF MARIN ACCESS SERVICES AND PROGRAMS
CONTRACT**

Between

MARIN COUNTY TRANSIT DISTRICT

and

TRANSDEV SERVICES, INC.

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 and all amendments thereto.
3. **ADA Paratransit Service Area.** The term “ADA Paratransit Service Area” means the geographic areas identified in Attachment B: Service Area Map to this Contract. The ADA Paratransit Service Area is measured in accordance with Section 37.131(a) of Title 49 of the Code of Federal Regulations to include corridors within $\frac{3}{4}$ mile of each public fixed route (non-commuter) bus service provided within Marin County and, for the purposes of the GGBHTD’s non-commuter, fixed route services, to include corridors within $\frac{3}{4}$ mile of public fixed route (non-commuter) bus service routes serving portions of Contra Costa, San Francisco, and Sonoma Counties. The geographic scope of the ADA Paratransit Service Area may be revised from time to time in response to changes to the MCTD and GGBHTD fixed route network and Attachment O will be revised by MCTD to reflect any such revisions. The mandated ADA Paratransit Service Area does not include areas beyond the $\frac{3}{4}$ mile measure indicated above.
 - a. Local ADA Paratransit Service Area: Consistent with Attachment B, the Local ADA Mandated Complementary Paratransit Service is provided within $\frac{3}{4}$ of a mile of either side of each MCTD non-commuter bus route in Marin, and during the comparable hours of service for each such bus route; and
 - b. Local Extended Service Area: Consistent with Attachment B, the extended service areas incorporate former areas served by MCTD non-commuter bus routes. These areas were “grandfathered in” to avoid discontinuing service to existing riders and expand mobility for paratransit riders.
 - c. Regional ADA Paratransit Service Area: Consistent with Attachment B, Regional ADA Mandated Complementary Paratransit Service is provided within $\frac{3}{4}$ of a mile of either side of each GGBHTD regional non-commuter bus route in Marin, Sonoma, San Francisco, and Contra Costa counties during the comparable hours of service for each such bus route; and
 - d. Regional Extended Service Area:
 - i. Sonoma County: Based on long-standing operational procedures with Sonoma County, Santa Rosa and Petaluma operators, GGBHTD may direct the provision of extended paratransit service to offer enhanced customer service in a single-ride trip rather than requiring a transfer for a short-distance trip. Generally, this extended paratransit service is provided up to $\frac{1}{2}$ mile beyond the ADA Mandated Complementary Paratransit Service area identified in Attachment B; these trips are part of the mandatory Regional service area. The trips provided in this Regional Extended Area originate or end in a county other than Sonoma County.
 - ii. San Francisco: Based on long-standing operational procedures with the San Francisco Municipal Transportation Agency (“MUNI”), GGBHTD may direct the provision of extended

paratransit service to offer enhanced customer service in a single-ride trip rather than requiring a transfer for a short-distance trip. Generally, this extended paratransit service is provided beyond the ADA Mandated Complementary Paratransit Service area identified in Attachment B; these trips are part of the mandatory Regional service area. The trips provided in this Regional Extended Area originate or end in a county other than San Francisco.

4. **Americans with Disabilities Act Mandated Complementary Paratransit Service.** The terms “Americans with Disabilities Act Mandated Complementary Paratransit Service” or “ADA Mandated Complementary Paratransit Service” mean the complementary paratransit service required of providers of designated public transportation in accordance with the ADA, Subpart F of Part 37 of Title 49 of the Code of Federal Regulations (CFR), as amended or as may be amended, and FTA Circular 4710.1 and characterized by six service criteria set forth in Section 37.131 of Title 49 of the CFR. The terms Americans with Disabilities Act Mandated Complementary Paratransit Service and ADA Mandated Complementary Paratransit Service do not include paratransit service provided in Extended Paratransit Service Areas identified in paragraphs 14 and 22 b of this section.
5. **Assumed Annual Revenue Hours.** The term “Assumed Annual Revenue Hours” means the estimated revenue hours on an annual basis that MCTD and GGBHTD anticipate will meet the Complementary ADA Paratransit and Non-ADA Demand Response Service demands during the term of this Contract. The Assumed Annual Revenue Hours for each base and option year of the Contract are set out in Section 304 of this document.
6. **Commencement Date.** The term “Commencement Date” means the date on which CONTRACTOR assumes responsibility for Revenue Service under this Contract.
7. **Complementary ADA Paratransit Services.**
 - a. **Local ADA Paratransit Services.** The term “Local ADA Paratransit Services” means the ADA Mandated Complementary Paratransit Service along local and regional routes contained entirely within the borders of Marin County.
 - b. **Regional ADA Paratransit Services.** The term “Regional ADA Paratransit Services” means ADA Mandated Complementary Paratransit Service along the stops and alignment of GGBHTD regional routes that extend beyond the borders of Marin County. MCTD contracts for and manages the Regional Paratransit service on behalf of the GGBHTD through a separate funding agreement with GGBHTD. Regional Paratransit Service will include origins and destinations primarily beginning in one county and ending in another county within the GGBHTD service area where service is accessible to the general public (i.e. not in areas along freeways where the service is not accessible).
8. **Contract.** The term “Contract” means this Contract between the MCTD and the CONTRACTOR for the operation and maintenance of Marin Access Paratransit and Mobility Management Call Center as described in MCTD Request for Proposals (RFP).
9. **Contract Documents.** The term “Contract Documents” means the following documents that 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.
10. **CONTRACTOR.** The term “CONTRACTOR” means the entity entering into this Contract with MCTD to provide the services described in the Contract Documents.
11. **Days.** The term “Days” means regular business days of MCTD (Monday-Friday excluding holidays), unless otherwise specifically indicated as “calendar days”.

12. **Deadhead Hours.** The term “Deadhead Hours” means the hours paratransit vehicles are operated on route from a dispatching point to the first passenger pick-up point and from the last passenger drop-off point to the dispatch location. The definition of Deadhead Hours excludes time when the vehicles are engaged in refueling, vehicle maintenance testing or operator training (when not also performing revenue service) or for scheduled operator time off (e.g., lunch, rest breaks, and out of services).
13. **Deadhead Miles.** The term “Deadhead Miles” means the miles paratransit vehicles are operated on route from a dispatching point to the first passenger pick-up point and from the last passenger drop-off point to the dispatch location. The definition of Deadhead Miles excludes any vehicle miles accumulated when the vehicles are engaged in refueling, vehicle maintenance testing or operator training (when not also performing revenue service) or for scheduled operator time off (e.g., lunch, rest breaks, and out of services).
14. **Deviated Fixed Route.** The term “Deviated Fixed Route” applies to services that offer a mix of scheduled fixed route and curb-to-curb service. These services allow patrons to make pre-scheduled or same day reserved trips during some portions of the service hours and offer scheduled pickups at public bus stops during other portions of the service hours. Deviated Fixed Route Services fall under the Local pricing. Marin Access Paratransit eligible riders may schedule deviations within 3/4 miles of Stagecoach routes by calling designated number. No deviations will be made on weekends on Route 61. Paratransit eligible riders may call the scheduling center for weekend paratransit service to complement Route 61.
15. **Extended Paratransit Service Area (Marin County).** The term “Extended Paratransit Service Area” means area within Marin County beyond ¾ mile measure of public fixed route (non-commuter) bus service routes within which specialized transportation services for ADA paratransit-eligible passengers may be provided if MCTD determines available resources permit. The paratransit service provided in the Extended Paratransit Service Area-Marin County is not ADA Mandated Complementary Paratransit Service and, therefore, not subject to the six service criteria set forth in Section 37.131 of Title 49 of the CFR. The Extended Paratransit Service Area is shown in Attachment B – Service Area Map.
16. **Extended Paratransit Service Area (Regional Service).** The term “Extended Paratransit Service Area” outside Marin County refers to areas beyond the ¾ mile measure of public fixed route (non-commuter) bus service routes where service for ADA paratransit-eligible passengers are to be provided to avoid having to transfer riders between the Contractor and other paratransit agencies in the region. The paratransit service provided in the Extended Paratransit Service Area is not ADA Mandated Complementary Paratransit Service and, therefore, not subject to the six service criteria set forth in Section 37.131 of Title 49 of the CFR. The current Extended Paratransit Service Area stretches throughout San Francisco proper. This is shown in Attachment B – Service Area Map. This area is subject to change as is deemed appropriate by GGBHTD.
17. **Facilities.** The term “Facilities” means the buildings, structures, and grounds provided by the MCTD and listed in Attachment F to be used by CONTRACTOR in providing services under this Contract.
18. **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 TBD> hereto, as compensation for the CONTRACTOR’s fixed cost of providing the services covered by this Contract.
19. **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.
20. **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.
21. **Holiday Schedule.** The term “Holiday Schedule” means a modified schedule to provide a different level of transit service on designated days. The MCTD holiday schedule can be found at <https://marintransit.org/holidays>.

22. **Key Personnel.** The term “Key Personnel” means the following CONTRACTOR personnel: the Project Manager, Operations Manager, Maintenance Manager, Safety and Training Manager, Call Center Manager, and Marin Access Program Manager.
23. **Low Income Fare Assistance Program.** The term “Low Income Fare Assistance program” refers to the program offered to eligible Marin Access clients that provides a monthly fare assistance stipend.
24. **Marin Access Mobility Management Center.** The term “Marin Access Mobility Management Center” refers to the suite of programs and services offered by Marin Transit to serve the transportation related needs of older adults and individuals with disabilities in Marin County.
25. **MCTD General Manager.** The term “MCTD General Manager” means the General Manager of MCTD or the person designated in writing by MCTD General Manager to carry out his or her duties under this Contract.
26. **MCTD Project Manager.** The term “MCTD Project Manager” means the individual designated by MCTD General Manager to administer MCTD’s responsibilities under this Contract or the person sub-designated by MCTD Project Manager to carry out his or her responsibilities under the Contract.
27. **Mobile Data Terminals.** The term “Mobile Data Terminals” (MDT) means the communication system provided by MCTD for all data communication between dispatchers and operators. MCTD uses Galaxy TabE 16G Tablet Mobile Data Terminals.
28. **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 MCTD, are required to report pursuant to Section 5335 of Title 49 of the U.S. Code.
29. **Non-ADA Demand Response Services.** Non-ADA services include both general public and non-general public services that offer riders curb-to-curb, pre-scheduled or on-demand transportation. Non-ADA services currently include Dial-A-Ride (Novato Dial-A-Ride, Point Reyes Dial-A-Ride, and the Dillon Beach / Tomales Dial-A-Ride), Connect, and Shopper Shuttles (Wednesday Marin Valley Shoppers, the Thursday Rotary Manor Shoppers and the Friday Martinelli House Shoppers).
30. **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 MCTD uses to distinguish Normal Wear and Tear from wear and tear that is the result of abuse or improper use.
31. **On-Time Performance.** The term “On-Time Performance” means the level of success in schedule adherence (avoiding Late and Early Trips) and is further defined in Section 302.
32. **Proposal.** The term “Proposal” means the written documents submitted by CONTRACTOR in response to MCTD Request for Proposals (RFP).
33. **Revenue Vehicle.** The term “Revenue Vehicle” means the vehicles utilized to provide revenue in accordance with this Contract, as identified in Attachment D.
34. **Radio System.** The term “Radio System” means the communication systems provided by MCTD for voice communications with operators. Marin Transit participates in the Marin Emergency Radio Authority (MERA) emergency response program. All vehicles are equipped with MERA radios for voice communications.
35. **Revenue Hours.** The term “Revenue Hours” means the time when a vehicle is operating from the first passenger pick-up point until the vehicle arrives at the last passenger drop off point whether or not the passengers are available to be served. The definition of Revenue Hours excludes Deadhead Hours and time when the vehicles are engaged in refueling, vehicle maintenance testing or operator training (when not also performing revenue service) or for scheduled operator time off (e.g., lunch, rest breaks, and out of services).

36. **Revenue Hour Rate.** The term “Revenue Hour Rate” means the rate to be paid to CONTRACTOR by MCTD on a monthly basis during the Contract Term, set forth in <Attachment TBD> hereto, as compensation for CONTRACTOR’s variable costs of providing the services covered by this Contract.
37. **Revenue Miles.** The term “Revenue Miles” means the distance traveled when a vehicle is operating from the first passenger pick-up point until the vehicle arrives at the last passenger drop off point whether or not the passengers are available to be served. The definition of Revenue Miles excludes Deadhead Miles and any vehicle miles accumulated when the vehicles are engaged in refueling, vehicle maintenance testing or operator training (when not also performing revenue service) or for scheduled operator time off (e.g., lunch, rest breaks, and out of services).
38. **Scheduling/Dispatch System.** The term “Scheduling/Dispatch System” means the dispatch and scheduling software provided by MCTD. MCTD provides TripSpark PASS software. Included with TripSpark PASS software are the following modules: PASS Workstation, MONS, DriverMate, SUS, Passenger Portal, Notifications, Reports, and Ripple.
39. **Service Hours.** The term “Service Hours” means the required service hours for non-ADA services such as Connect. Drivers are expected to be available during all service hours.
40. **Special Services.** The term “Special Services” means additional transportation requirements above the existing scope in support of community events that may occur annually or on a one- time basis.
41. **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.
42. **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.
43. **Total Vehicle Hours.** The term “Total Vehicles Hours” for any Contract period, means the combined total of Deadhead Hours and Revenue Hours during that period.
44. **Total Vehicle Miles.** The term “Total Vehicle Miles” for any Contract period, means the combined total of Deadhead Miles and Revenue Miles during that period.
45. **TransTrack.** The term “TransTrack” means the software utilized by MCTD for collection and reporting of CONTRACTOR generated data.
46. **Travel Navigator.** The term “Travel Navigator” means the front-line staff members that perform scheduling; eligibility and administration; counseling, information, & referral services; customer service; and travel training, outreach, and presentations related to the Marin Access suite of programs.
47. **Vehicle Trip.** The term “Vehicle Trip” means the operation of a Revenue Vehicle in scheduled service from the first geographic time point to the last geographic time point on a route or pattern servicing all applicable bus stops along the route or pattern and adhering to the published departure times.
48. **Volunteer Driver Program(s).** The term “Volunteer Driver Program(s)” refers to the STAR and TRIP programs that offer eligible participants monthly reimbursements for reported trips, up to the allowable monthly limits of one hundred miles for STAR participants and four hundred miles for TRIP participants.
49. **Volunteer Driver Reimbursement.** The term “Volunteer Driver Reimbursement” means the reimbursement for trips reported by Volunteer Driver Program participants. Volunteer driver hours associated with these trips are not included in revenue hour or service hour calculations.

All references to transit terminology in this Contract not defined above will be as defined in the Federal Transit Administration National Transit Database (NTD) Glossary as amended or revised. The NTD glossary can be found

at <https://www.transit.dot.gov/ntd/national-transit-database-ntd-glossary>. To the extent that the definitions in the NTD glossary change after the Effective Date of this Contract, those changes will govern external reporting requirements but will not impact provisions relating to revenues and compensation provisions of this Contract.

DRAFT

SEC. 102 GENERAL OBLIGATIONS OF THE PARTIES

1. **In General.** CONTRACTOR shall manage and operate Complementary ADA Paratransit services and Non-ADA Demand Response Services; appropriately maintain a fleet of Revenue Vehicles and Equipment provided by MCTD and GGBHTD 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 provide an appropriately trained workforce and provide equipment and materials (except those items provided by MCTD in accordance with this Contract) needed to operate the Revenue Vehicles over the routes and in accordance with the Revenue Hours established by MCTD.

CONTRACTOR shall manage and operate the Mobility Management Call Center including all program duties related to scheduling; eligibility and administration; counseling, information, and resources; customer service; and travel training, outreach, and presentations. CONTRACTOR shall provide an appropriately trained workforce and provide equipment and materials (except those items provided by MCTD in accordance with this Contract) needed to operate the Mobility Management Call Center in accordance with the policies established by MCTD.

2. **Project Management.** CONTRACTOR shall manage the Contract activities, (i.e., the "Project") according to the terms of this contract and defined operating procedures developed in coordination with MCTD. CONTRACTOR shall adhere to mutually agreed upon communication protocol and use identified project management tools designated in Attachment L. The MCTD shall have the right to establish additional requirements that are reasonable for the operation of this service, pursuant to a Contract Amendment or the service change process set forth in this Contract.
3. **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 MCTD to the satisfaction of MCTD Project Managers or their designees.
 - ii. Comply with and/or assist with MCTD's monitoring and auditing programs, including general program reporting, Title VI submittals, Disadvantaged Business Enterprise Program, and Section 5335(a) reports for National Transit Database (NTD) submittals.
 - iii. Assist with MCTD's ongoing programs, including customer satisfaction surveys that may be periodically undertaken.
 - iv. Respond promptly and precisely to MCTD's requests for information according to the schedule set by MCTD.
 - v. File all operating, financial, and performance reports and invoices in accordance with this Contract in order to allow MCTD to review their content in a timely manner.
 - vi. Provide insurance coverage and indemnification as required in this Contract.
 - vii. Refer all MCTD or Marin Access related media inquiries to the designated MCTD representative and cooperate in providing public information through MCTD.
 - viii. Provide all office equipment (including computers, hardware, software, and copiers) that CONTRACTOR determines will be needed for operation of MCTD's Services, to supplement the Equipment provided by MCTD as listed in Attachment F.

- ix. Notify MCTD Project Manager in writing of any issues or concerns in proposed MCTD programs or services, service area expansions, alterations, and/or reductions in service in a timely manner.
- x. Notify MCTD in writing of any issues or concerns in proposed vehicle or other capital purchases.
- xi. Identify, develop, and propose to MCTD new or revised programs, services or service performance ideas intended to improve the rider experience and/or create cost savings for MCTD; provided that the decision to implement any such proposal shall be at the sole discretion of MCTD.
- xii. Comply with all FTA drug and alcohol testing requirements and assist MCTD in auditing and monitoring compliance with those requirements.
- xiii. Comply with the Equal Employment Opportunity (EEO) Program and with FTA's EEO Program Guidelines.
- xiv. Comply with all applicable Federal, State, and local laws and regulations.
- xv. Assist in the administration of the MCTD's Vehicle Advertising Program (if relevant).
- xvi. Maintain confidentiality of all rider information whether the information is stored on paper, electronically, communicated orally or through any other means.
- xvii. Ensure all staff are familiar with MCTD and Marin Access programs and services available to residents of Marin County.
- xviii. Ensure all staff are familiar with and in compliance of all Marin Access operational policies and procedures.
- xix. Ensure all staff are familiar with applicable regulations under the Americans with Disabilities Act (ADA) as they apply to ADA paratransit eligibility and service.
- xx. Complete all administrative tasks related to the Marin Access suite of programs.

b. Operations

- i. Meet all operations, equipment, and maintenance requirements established by this Contract.
- ii. Operate and maintain all Revenue Vehicles provided by MCTD, including new Revenue Vehicles purchased during the Contract Term (except those that MCTD determines, in its sole discretion, should be operated and/or maintained by another CONTRACTOR).
- iii. Operate and maintain the Mobility Management Call Center.
- 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 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 MCTD in accordance with this Contract.
 - x. Immediately report to 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 315.
 - xii. Provide, through contract or otherwise, for the maintenance and cleaning of the Facilities, and for safety and security of the Facilities, including appropriate procedures for Facilities access and control.
 - xiii. Manage all Radio System equipment and coordinate with MCTD for the timely maintenance of radios in vehicles and the Facilities.
 - xiv. Promptly notify MCTD Project Managers of any deficiencies or defects in any Equipment or vehicles furnished by MCTD, in accordance with this Contract as further described in Section 301.
 - xv. Ensure compliance and enforcement of all MCTD passenger rules, policies, and procedures as provided to CONTRACTOR by MCTD
 - xvi. Assist MCTD in marketing efforts including on-board distribution or collection of passenger information and provision of driver(s) and vehicle(s) for promotional events.
 - xvii. Provide for vehicle scheduling, dispatching, and operator deployment using the TripSpark PASS software provided by the MCTD.
 - xviii. Manage and implement the posting and timely removal of MCTD publications and announcements.
 - xix. Ensure excellent customer service.
 - xx. Ensure all staff receive appropriate training and information related to all MCTD and Marin Access programs and services as needed to assist callers.
 - xxi. Ensure all staff are familiar with Marin Access operational policies and procedures as well as ADA regulations as they apply to ADA paratransit and the Contractor's required adherence thereto.
- c. Maintenance
- i. Maintain all Equipment, Revenue Vehicles, and Support Vehicles in accordance with this Contract and provide qualified personnel who can assist 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 within seventy-two (72) hours 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 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 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 MCTD for disposal or donation. This will involve readying the vehicle for auction including removing any and all equipment (e.g. radios, MDTs, fueling equipment) and removing any vehicle decaling. MCTD will reimburse contractor for additional costs related to readying a vehicle for auction. The CONTRACTOR will alert MCTD when a vehicle is ready to go to auction and provide the MCTD vehicle number, condition of vehicle, and ending mileage. MCTD will then contact the auction house within five (5) business days for vehicle pickup. The auction house and CONTRACTOR will coordinate final pickup of the vehicle.
- ix. Work with vehicle manufacturers, dealerships, and local warranty shops during the initial warranty period.
- x. Make repairs to, adjustments to, updates to and programming of AVL/radio systems, scheduling/dispatch system, and fare collection equipment. All repairs, adjustments, and updates should be completed after and through consultation with MCTD personnel.
- xi. Maintain all vehicles in accordance with FTA requirements.
- xii. Provide MCTD and GGBHTD with a Preventative Maintenance Plan, as is required by the FTA, that clearly outlines the preventative maintenance schedule.
- xiii. Report to MCTD and GGBHTD on a _____ basis compliance with Preventative Maintenance Plan and make vehicle files available for inspection by either organization upon request to ensure accurate monthly reporting.

d. Fares

- i. Collect fares in a manner that complies with MCTD and GGBHTD's established and published fare policy.
- ii. Empty fareboxes, collect and deposit and report actual revenues.
- iii. Contractor is responsible for maintaining a secure space for processing fares collected and having sufficient controls and procedures to ensure proper cash handling. Cash handling procedures are subject to review by MCTD.

4. **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 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. GGBHTD is responsible for establishing Regional fixed routes, schedules and service areas and has the right to make modifications as it deems necessary.
- vi. Communicate with CONTRACTOR, the media, and the public.

- vii. Carry out marketing activities, including publication of materials that increase accessibility for visually and hearing-impaired persons in accordance with the ADA.
 - viii. Carry out marketing, public notification, and outreach activities that address the needs of Limited English Proficient populations as specified in MCTD's Title VI Program.
 - ix. Administer and monitor this Contract, audit CONTRACTOR's books, records, and accounts, and evaluate and inspect CONTRACTOR's work and procedures as deemed appropriate for contract compliance.
 - x. Comply with Federal, State, and local laws and regulations.
 - xi. Prepare for and provide official notice of all public meetings, including those for which CONTRACTOR is responsible for the presentation of informational items.
 - xii. Collaborate in the administration of the vehicle advertising program for MCTD-owned vehicles.
 - xiii. 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 performance standards and provide incentives, 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 that 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. The granting of any payment by MCTD, or the receipt thereof by CONTRACTOR, shall in no way imply acceptance of work.
- c. Maintenance
- i. Inspect, monitor and audit vehicle maintenance practices and activities for all MCTD and GGBHTD-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

1. **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 MCTD and GGBHTD.

- 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, 501(c)3 nonprofit, 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 MCTD and GGBHTD have 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.
2. **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

1. **Notice of Award.** Within seven (7) Days after the date this Contract is approved by MCTD Governing Body, the CONTRACTOR will submit the following to MCTD: (1) the insurance policies as specified in Section 506 (or a declaration page indicating coverages specified in Section 506, so long as the full insurance policy is submitted to 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.
2. **Submittals.**
 - a. 45 Day Submittals. Within forty-five (45) calendar days after Contract approval, CONTRACTOR shall submit to MCTD, for its review and approval, the following plans and programs: (1) the Transition and Start-up Plan; (2) the Training Programs and Manuals; (3) the Vehicle Maintenance Program, including the Preventative Maintenance Program; (4) the Staffing and Personnel Plan, (5) the

Emergency Operations Plan, (6) the Continuity of Operations Plan; and (7) the Emergency Preparedness Plan.

- b. **90 Day Submittals.** Within ninety (90) calendar days after Contract approval, CONTRACTOR shall submit to MCTD for its review and approval, the following plans and programs specific to MCTD contract: (1) the Drug and Alcohol Policy Program; (2) the EEO Program/Affirmative Plan; (3) the Safety and Security Plan/Program; (4) the Hazardous Material Training Program; and (5) the Disadvantaged Business Enterprise (DBE) Program 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.
3. **Contract Term.** The term of this Contract is for three (3) years and five (5) months (the Base Contract Term), beginning on the Commencement Date, with three (3) one (1) year options, for a total possible Contract term of six (6) years and five (5) months. The Contract Term will commence on February 1, 2022 (the Commencement Date).
 4. **Assumption of Responsibility.** CONTRACTOR shall assume responsibility for the provision of Revenue Service and all other obligations under this Contract on the Commencement Date.
 5. **Options.**
 - a. **Exercise by MCTD.** At least ninety (90) calendar days prior to the end of the last year of the Base Contract Term, 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, MCTD shall provide notice in writing at least ninety (90) calendar days prior to the end of that option term whether MCTD intends to exercise the remaining option. The decisions as to whether to exercise the option(s) shall be in MCTD's sole discretion. In addition, 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.
 - b. **Nature of Option and Calculation of Option Prices.** The option(s) provided under this Contract is the unilateral right of 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 MCTD, to provide the services described hereunder at the fees and rates established for the applicable option year.

ARTICLE 2—PERSONNEL REQUIREMENTS

SEC. 201 GENERAL REQUIREMENTS FOR CONTRACTOR PERSONNEL

1. **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 TBD>. On request, CONTRACTOR shall provide a written update of all current employees, by number and by function (i.e., operators, dispatchers, call center personnel, mechanics, supervisors, etc.) working under this

Contract. Such written update shall specifically identify all new employees, their positions, and where applicable, their training status.

2. 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. Project Manager
 - ii. Operations Manager
 - iii. Maintenance Manager
 - iv. Safety and Training Manager
 - v. Call Center Manager
 - vi. Marin Access Program Manager
 - b. Dedication to Project. Unless otherwise specifically authorized in writing by the MCTD: (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 dedicated to the performance of work for the MCTD under this Contract at the percentage stated in the RFP and in the Staffing and Personnel Plan in <Attachment TBD>; and (c) the CONTRACTOR shall provide a separate individual for each Key Personnel position.
 - c. Changes and Vacancies. CONTRACTOR shall provide the MCTD at least thirty (30) Days advance notice prior to any contemplated change to Key Personnel, and the MCTD must provide written approval of such change prior to the action being taken. CONTRACTOR shall fill any vacancy in a Key Personnel position within thirty (30) 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. Interim personnel must not hold a separate Key Personnel position. Failure to provide a satisfactory replacement for a Key Personnel position within thirty (30) 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 Request a Change. The MCTD reserves the right to request a change of any Key Personnel during the term of the Contract if the MCTD determines such removal is in the best interest of the MCTD to assure the provision of services that meet the requirements of this Contract.
- 3. Project Manager.** CONTRACTOR's Project 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 Project 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 MCTD.
- 4. Additional Management.** In addition to the Project 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 MCTD.
- 5. Corporate Support.** CONTRACTOR shall not include in its personnel costs or corporate support expenses charged to MCTD any time spent by Key Personnel on matters other than the performance of services for MCTD under this Contract. CONTRACTOR may not use any Revenue Vehicles or Equipment provided by MCTD or GGBHTD, for any work not directly related to the performance of services for 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 MCTD determines that CONTRACTOR has engaged in any such prohibited use, 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.

6. **MCTD Project Manager.** All notices and communications required to be submitted by CONTRACTOR under this Contract shall be submitted to MCTD Project Manager.

SEC. 202 PERSONNEL PERFORMANCE STANDARDS AND REQUIREMENTS

1. **Personnel Standards.** CONTRACTOR shall require that all personnel providing any services for 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 MCTD's request, CONTRACTOR shall take appropriate disciplinary action against any employee who 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 MCTD (including any act inconsistent with CONTRACTOR's Standards of Conduct).
2. **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 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 MCTD. 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.
 1. 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.
 2. 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 49 CFR 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.
 3. 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.
- 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 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.
- e. Confidentiality. All persons working, volunteering, or doing business with CONTRACTOR have no authorization to obtain access to client information in any form. All client information is to be treated as private and confidential, including the fact that a person has received transit services.

Any other information that should reasonably be recognized as confidential information shall be treated as such. The privacy and confidentiality of all clients is protected under Federal, State and Local laws and regulations. Any client information seen or heard by CONTRACTOR staff is considered private and confidential and confidentiality must be maintained whether the information is stored on paper, electronically, communicated orally or through any other means. CONTRACTOR staff are not authorized to seek or deliberately obtain access to client information unless as required to perform job duties. Client information is for transit purposes only and any unauthorized disclosure of client information, or any other confidential or proprietary information from Marin County Transit District is unethical and/or illegal, and is grounds for disciplinary action, up to and including immediate dismissal from employment or termination of the contracted arrangement. This duty of confidentiality and non-disclosure continues to apply even after CONTRACTOR staff are longer working directly, or indirectly, for CONTRACTOR. All CONTRACTOR staff will be required to sign a confidentiality statement at hire.

3. **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 MCTD and may, in MCTD's discretion, require the negotiation of a reduction in the applicable Fixed Monthly Payment or Service Hour Rate. CONTRACTOR shall provide 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.
4. **Training.**
 - a. **General Requirement.** CONTRACTOR shall require that all employees of CONTRACTOR complete its Training Program, as set forth in <Attachment TBD>. 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 MCTD.
 - b. **MCTD-Provided Training.** CONTRACTOR will work with MCTD staff to schedule MCTD training in compliance with federal regulations, such as Title VI and Limited English Proficiency, as a part of a regular meeting with frontline staff.
 - c. **ADA Sensitivity Training.** CONTRACTOR shall require all personnel 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. Training should occur at the time of hire, with bi-annual refresher training, and as needed related to customer service issues that may arise.
 - d. **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.
 - e. **Required Safety and Security Training.** CONTRACTOR shall provide the following safety and security training, including annual refresher training, maintained in a separate employee file:
 - i. Emergency Response training for all employees.

- ii. National Incident Management System (NIMS) training and Incident Command System (ICS) training for CONTRACTOR operations and safety managers as specified in Section 315.
 - iii. Training in MCTD and CONTRACTOR policies, procedures, and protocols, including safety, security and incident response plans for all employees, position appropriate.
 - iv. 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.).
- f. **Implicit Bias, Diversity, and Inclusion Training.** CONTRACTOR shall require all personnel to complete an implicit bias, diversity and inclusion training as defined in Training Program, as set forth in <Attachment TBD>.
 - g. **Timing of Training.** CONTRACTOR shall implement its Training Program in a way that will assure that personnel training is not conducted during peak service hour periods at the expense of fulfilling the duties of the contract.
 - h. **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.
 - i. **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 is 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 MCTD or MCTD's customers.
 - j. **Training Plan.** CONTRACTOR shall, on an annual basis, provide an updated training plan for all employee classifications including new-hire training and refresher training.
5. **Uniforms.**
- a. **General Requirement.** CONTRACTOR shall cause all vehicle operators and personnel available to the public to be attired in such uniforms or clothing as specified by CONTRACTOR and approved by 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 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 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 MCTD shall be the responsibility of MCTD.
6. **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.
7. **Passenger Comments.** CONTRACTOR shall ensure that all project personnel report all passenger comments and any operational problems to CONTRACTOR. The logging of comments shall include a written description of each comment. CONTRACTOR shall respond to passenger comments in accordance with MCTD Customer Comment Process set forth in <Attachment TBD> and the process set forth in Section 409 and 602 of this Contract. CONTRACTOR shall provide information requested by MCTD and otherwise cooperate with MCTD in the resolution of any comments appealed to MCTD pursuant to MCTD Customer Comment Process.
8. **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 MCTD, or if any option is exercised, for longer than the term of that option.
9. **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 MCTD for this CONTRACTOR expense.
10. **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

1. **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 MCTD's size. All operators shall be fully trained and qualified to operate the vehicles for the services provided under this Contract.
2. **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:
 1. Each vehicle operator shall have a valid California Commercial Driver's License, Class B or above with appropriate endorsements, as well as any other licenses required by applicable local, State, and Federal laws and regulations.
 2. 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 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.
 3. Each vehicle operator will have CPR and First Aid training (with refresher training occurring every two (2) years for those with continued employment).
 4. Each vehicle operator shall be alert, careful, and competent in terms of driving ability and habits.
 5. Each vehicle operator shall be courteous to all passengers.
 6. 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.
 7. 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.

8. Adequate numbers of fully qualified vehicle operators shall be available as back-up operators during all operating hours to ensure consistent and reliable service.
9. Vehicle operators shall be trained in, and be cognizant of, all operational procedures relating to MCTD's Services.
10. Vehicle operators shall be trained in, and be cognizant of, the technology (including on-board technology) of the vehicles they operate.
11. Vehicle operators shall, pursuant to requests by MCTD, hand out notices to passengers or otherwise render assistance in MCTD's monitoring and supervising operations.
12. Vehicle operators shall honor special passes, collect coupons and cash, and collect other fare media authorized by MCTD.
13. Vehicle operators shall have available at all times during operation of any Revenue Vehicles in connection with these services a timepiece having an accuracy of +/- one (1) minute per month and the timepiece shall be set each day.
14. Vehicle operators must immediately report to CONTRACTOR any traffic accidents, passenger accidents, or other non-routine event.
15. 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.
16. Tobacco products may not be used inside any MCTD vehicle, in proximity to any MCTD or GGBHTD vehicle, and their use is prohibited at or near fuel tanks or pumps and in any restricted areas.
17. Vehicle operators must have in their possession at all times while on duty a valid California CDL and shall wear and display identification badges at all times while on duty. All such licenses, cards, and badges shall be subject to inspection by MCTD at any time.
18. 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.
19. 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.
20. All vehicle operators shall demonstrate, through examination, an ability to speak, read, and write Standard English.

3. **Hiring Principles.**

1. 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.

2. **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.
3. **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 Live-Scan 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. CONTRACTOR will provide MCTD a summary report for all background checks and re-checks on request.
4. **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). Training should occur at the time of hire, with bi-annual refresher training, and as needed related to customer service issues that may arise. The MCTD may monitor any training provided. The vehicle operator training program shall contain, at a minimum, the following components:
 1. California Commercial Driver's License, Class B or above, driving and testing preparation;
 2. ADA Sensitivity;
 3. Passenger Empathy and Sensitivity;
 4. Passenger Assistance Training;
 5. Blood Borne Pathogen procedures;
 6. Local geography familiarization to ensure the most direct paths of travel in service delivery;
 7. Map reading and interpretation;
 8. Turn-by-turn navigation system;
 9. Customer courtesy, problem resolution, and instruction in dealing with difficult customers and situations;
 10. Safety, bus maneuvering, defensive driving and accident procedures;
 11. Transit safety, security, and incident command system procedures;
 12. Overview of Scheduling/Dispatch Systems, including full MDT utilization features;
 13. Radio etiquette;
 14. 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;
 15. MCTD policies and Services Eligibility Determinations; and
 16. Correct operation and use of wheelchair tie-downs, lifts, and other essential on board equipment.

SEC. 204 DISPATCHERS

1. **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.

2. **Requirements.** All dispatch personnel shall demonstrate, through examination, an ability to speak, read, and write Standard English.
3. **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 should occur at the time of hire, with bi-annual refresher training, and as needed related to customer service issues that may arise. Training programs shall contain, at a minimum, the following components:
 1. Communications System and use of related Services software and technology tools;
 2. Local geography familiarization;
 3. MCTD Services policies and procedures;
 4. ADA Sensitivity;
 5. Passenger Empathy and Sensitivity;
 6. DOT and MCTD emergency action plan implementation strategies;
 7. Customer relations, empathy, and problem resolution;
 8. Accident/incident procedures;
 9. Transit safety, security, and incident command system procedures;
 10. Mapping and schedule familiarization;
 11. Vehicle change procedures and dynamic scheduling (methods and practices);
 12. Vehicle operator training; and
 13. Reporting and troubleshooting vehicle maintenance problems.
4. **Drug and Alcohol Testing.** All dispatchers shall be subject to drug and alcohol testing in accordance with applicable Federal laws and regulations.

SEC. 205 TRAVEL NAVIGATORS / CALL CENTER PERSONNEL

1. **General Requirement.** CONTRACTOR shall have on duty, throughout the Contract Term, properly trained call center personnel in sufficient numbers and with an adequate variety of skills to: (1) take reservations daily between the hours of 8 am and 5 pm; (2) optimize runs and/or Revenue Hours; (3) manage subscription master files; (4) communicate routing concerns to vehicle operators and MCTD staff; (5) assist in software parameter analysis and testing; (6) operate any related software and other appropriate scheduling tools; (7) provide counseling, information, and resources to callers; (8) perform eligibility and administration tasks related to Marin Access programs; and (9) perform travel training, outreach, and presentations.
2. **Requirements.** All call center personnel shall demonstrate, through examination, an ability to speak, read, and write Standard English. CONTRACTOR shall provide a minimum of one bilingual Spanish-speaking call center staff member between 8 am and 5 pm and have the capability to provide translations for callers speaking other languages upon request.
3. **Components of Call Center Personnel Training.** All call center personnel are required to complete CONTRACTOR's Training Program. CONTRACTOR shall also maintain ongoing training requirements for call center personnel. Training should occur at the time of hire, with bi-annual refresher training, and as needed related to customer service issues that may arise. Training programs shall contain, at a minimum, the following components:
 1. MCTD reservation, scheduling, and dispatch software;
 2. Local geography familiarization;
 3. MCTD Services policies and procedures;
 4. ADA Sensitivity;

5. Passenger Empathy and Sensitivity;
 6. MCTD programs and services including Complementary ADA Paratransit, Non-ADA Demand Response Services, Volunteer Driver Programs, and the Low-Income Fare Assistance Program;
 7. Americans with Disability Act Requirements;
 8. Marin Access and Complementary ADA Paratransit eligibility requirements and standards for all Marin Access programs;
 9. Customer relations, empathy, and problem resolution;
 10. Dynamic scheduling methods and practices to optimize routes with the purpose of improving productivity, minimizing unnecessary mileage, determining first on/first off placement for mobility devices, inserting unscheduled trips, and other practices specified by MCTD;
 11. Manage and maintain the subscription trip master files assuring compliance with the ADA and maximizing productivity; and
 12. Reporting and troubleshooting scheduling problems.
4. **Drug and Alcohol Testing.** All call center personnel shall be subject to drug and alcohol testing in accordance with applicable Federal laws and regulations.

SEC. 206 ROAD SUPERVISORS

1. **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 road supervision vehicle suitable for response to emergencies, in-service problems, and other events.
2. **Responsibilities and Requirements.** Road supervisors shall be responsible for on-street road supervision throughout the service area during the time that the vehicles are in revenue service to:
 1. ensure quality service delivery on a regular basis;
 2. monitor and review on-time performance;
 3. work with Marin Transit staff to identify operational efficiencies to improve revenue and non-revenue operations;
 4. provide extensive field support in an effort to minimize service interruption;
 5. address specific service problems and service interruptions;
 6. inspect rider destinations to ensure they are accessible by paratransit vehicles; and
 7. complete specific projects as requested.
3. **Training Requirements.** All supervisors employed by CONTRACTOR shall fully meet all training requirements for vehicle operators, as required by the terms of this Contract and the CONTRACTOR's Training Program, prior to being placed into service as a supervisor. Training should occur at the time of hire, with bi-annual refresher training, and as needed related to customer service issues that may arise.
4. **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

1. **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. 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 and medium duty transit fleet maintenance functions. CONTRACTOR may provide some of the required maintenance services through outside contracts consistent with Contract terms. CONTRACTOR shall ensure that the complement of mechanics and outside contractors collectively have, at a minimum, knowledge of and the ability to:

1. Complete reliable and safe preventive maintenance inspections;
2. Independently diagnose and repair defects on systems as necessary;
3. Use automotive test equipment and specialized tools effectively;
4. Obtain precision measurements as required;
5. Diagnose and perform repairs on systems related to automotive, light-duty trucks, and paratransit vehicles;
6. Diagnose, repair, and maintain vehicle drivetrains including: engines, transmissions, driveshaft, differentials, and exhaust systems, and after treatment devices;
7. Diagnose, repair, and maintain vehicle brake systems, suspension/steering, electrical/electronic systems, and related sub components;
8. Diagnose, repair, and maintain air conditioning, heating and ventilation systems;
9. Adjust, repair, or replace damaged body parts and window glass and perform structural repairs;
10. Diagnose, repair, and maintain wheelchair lifts and ramps;
11. Read and understand parts and repair manuals, and electrical/vacuum schematics;
12. Effectively utilize fuel management systems;
13. Properly understand and utilize a Materials Safety Data Sheet (MSDS) book.

2. **Skills and Availability.**

1. 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 all Services at the time they are needed. This level of staffing shall be identified in CONTRACTOR's Staffing and Personnel Plan (Attachment F).
2. 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.
3. Availability of Mechanics. CONTRACTOR shall ensure that 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.

3. **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. Staff certifications must be made available to MCTD and GGBHTD upon request.

4. Components of Maintenance Training. Training programs must contain, at a minimum, the following components:
 1. Wheelchair lift and ramp manufacturers' training;
 2. Hazmat and stormwater training;
 3. OSHA and DOT compliance, health and safety training;
 4. Hazardous waste operations and emergency response training;
 5. Bloodborne Pathogens training;
 6. Lockout/tagout training;
 7. Material handling and storage requirements training;
 8. Forklift or loading equipment training (if applicable);
 9. Vehicle Fire Suppression Training; and
 10. New Vehicle Training. CONTRACTOR will cooperate with 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.
5. **License Requirements.** CONTRACTOR shall require all vehicle mechanics to maintain a valid California CDL, Class C or above.
6. **Skill Level.** CONTRACTOR shall maintain the full staffing levels, by skill level category and number, as identified in CONTRACTOR's Staffing and Personnel Plan. If the total number of Revenue Vehicles assigned by 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:
 1. **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.
 2. **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.
 3. **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.

7. **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

1. **MCTD and GGBHTD Responsibility.** The MCTD and GGBHTD will provide the CONTRACTOR with sufficient Revenue Vehicles for operation of the Marin Access Paratransit Services required to be provided under this Contract. The MCTD or GGBHTD may, in its sole discretion, change the mix of Revenue Vehicles and/or add Revenue Vehicles to the fleet during the Contract Term. 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 305.
2. **Use of Vehicles.** The Revenue Vehicles provided by MCTD and GGBHTD under this Contract shall be used by CONTRACTOR only for the Services covered by this Contract, except as otherwise authorized or directed by MCTD or GGBHTD in writing.
3. **Inspection of New Vehicles.** Upon taking possession of any new Revenue Vehicles furnished by MCTD or GGBHTD during the Contract Term, CONTRACTOR shall inspect such Revenue Vehicles and notify MCTD or GGBHTD 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 that could not have been discovered by a reasonable inspection at the time of receipt, CONTRACTOR shall notify MCTD or GGBHTD in writing within seventy-two (72) hours after it determines that such latent defects exist.
4. **CONTRACTOR Responsibility.**
 1. **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.
 2. **Spare Parts and Tires.** CONTRACTOR shall also be responsible for providing and maintaining (a) an adequate inventory of spare parts and materials (including lubricants and fluids) to assure proper maintenance and operation of Revenue Vehicles while 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.
5. **Vehicle Acquisition Plan.**

1. **CONTRACTOR Obligations.** CONTRACTOR shall operate and maintain all of the various types of Revenue Vehicles that are provided by MCTD and GGBHTD at the start of services under this Contract, or that are purchased by MCTD or GGBHTD 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.
2. **Substantial Deviations from Plan.** In the event of any substantial deviation from the Vehicle Acquisition Plan attached to the RFP, CONTRACTOR may request a re-negotiation of the then-applicable Fixed Monthly Fee and/or Service Hour Rate. As used in this subsection, the term "substantial deviation" means that (1) the actual timing of vehicle acquisition by MCTD or GGBHTD is twelve (12) months or more later than the timing set forth or assumed in the Vehicle Acquisition Plan, or (2) more than twenty percent (20%) of the vehicles actually acquired by MCTD or GGBHTD are different in type, and have different maintenance requirements, than the vehicles listed in the Vehicle Acquisition Plan.

SEC. 302 OPERATING PERFORMANCE STANDARDS

1. **Operation of Vehicles.** CONTRACTOR shall operate all MCTD and GGBHTD-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.
2. **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 and to achieve maximum daily route productivity.
3. **Capacity Denials.** CONTRACTOR shall create Manifests and schedule ADA Paratransit Services so as to ensure that there is no operational pattern or practice of capacity constraints in violation of 49 CFR Section 37.131(f). The term "Capacity Denials" shall mean any denial of multiple trip requests within the parameters set forth in Section 37.131(b)(2) of title 49 of the CFR in the same month. Section 305 sets forth the process for allowable service changes including those needed to respond to Capacity Constraints.
4. **At Fault Accidents/Incidents.** At Fault accidents will be measured on a per 100,000 mile basis. The term "At Fault Accident/Incident" means accidents or incidents that are determined to have been preventable under the methodology defined in CONTRACTORS Safety and Training manual.
5. **Road Calls.** Road calls will be measured on a monthly basis.
6. **On-Time Performance.** On-Time Performance will be measured by the MCTD on a monthly basis. Regional ADA paratransit Service and Local ADA paratransit Service will be reported separately. The CONTRACTOR shall strive to maintain on-time performance; however, the CONTRACTOR shall not be held responsible for failure to provide on-time service due to unusual weather, unforeseen traffic conditions, or naturally occurring disasters if sufficient documentation is provided to MCTD. The CONTRACTOR is responsible for

reporting ongoing traffic issues that affect on-time performance. The minimum On-Time Performance standards include:

1. Passengers are not required to board the vehicle until 5 minutes after the beginning of their pickup window;
 2. A trip is on-time when the vehicle arrives at the pick-up point within the MCTD defined window of 15 minutes before or 15 minutes after the scheduled pick-up time;
 3. At no time should the On-Time Performance drop below a 90% for either the Local or Regional services. This does not include times when the CONTRACTOR is late due to unforeseen circumstances such as traffic caused by roadway accidents, natural disasters, unexpected road closures, or unpredicted inclement weather.
7. **Passenger Trip Completion (Missed Trips).** A passenger Trip is considered to be a Missed Trip if the Revenue Vehicle: a) arrives and leaves before the beginning of the pickup window without picking up the rider and without any indication from the rider that they no longer want to make the trip; b) does not wait the required time within the pickup window, there is no contact with the rider, and the vehicle departs without the rider; c) arrives after the end of the pickup window and departs without picking up the rider; and d) does not arrive at the pick-up location. No trips shall be missed due to unavailability of drivers or vehicles.
8. **Passengers per Revenue Hour (PRH).** Throughout the Contract, the CONTRACTOR shall maintain and deliver an average level of Passengers per Revenue Hour that is no less than 2.0 for Local Service, 1.0 for Regional Service, and 3.0 for Non-ADA Service measured on a monthly basis. For purposes of this Contract, Passengers per Revenue Hour shall be calculated by dividing the number of Marin Access Paratransit passenger trips delivered to the scheduled destinations in a month by the number of Revenue Hours in that month.
9. **Capacity Constraints.** CONTRACTOR shall create Manifests and schedule ADA Paratransit Services so as to ensure that there is no operational pattern or practice of capacity constraints in violation of 49 CFR Section 37.131(f). The term "Capacity Constraints" shall mean any denial of multiple trip requests within the parameters set forth in Section 37.131(b)(2) of title 49 of the CFR in the same month. Section 305 sets forth the process for allowable service changes including those needed to respond to Capacity Constraints.

SEC. 303 SCHEDULES

1. CONTRACTOR shall operate the MCTD's Demand Response Services in accordance with the budgeted and approved Revenue Hours established by the MCTD.

SEC. 304 ASSUMED ANNUAL REVENUE HOURS

Provision of Service. Attachment A: Estimated Activity Levels by Tier reflects the anticipated range of annual demand for Complementary ADA Paratransit and Non-ADA Demand Response Services during the term of the contract.

SEC. 305 ALLOWABLE SERVICE CHANGES

1. **Description of Services Changes.**

- a. Authority of MCTD. The MCTD may modify or adjust the services provided under this Contract at any time in response to changes in demand.
- b. Allowable Service Changes. Allowable modifications and adjustments may include: extending, deleting from, or adding to Marin Access service area and a corresponding revision of Services; temporarily increasing vehicles in operation 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 (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.

2. **Process for Service Changes.**

- a. Proposed Changes. MCTD and CONTRACTOR will periodically evaluate ridership changes, changes in hours of service demand, productivity of the subscription master files, Passengers Per Revenue Hour, capacity constraints, and On-Time Performance to determine if a service change is appropriate.

3. **Other Service.** If MCTD determines that other services should be added to its system, MCTD reserves the right, in its sole discretion, to implement those other services through this Contract, or to separately procure and contract for those other services from an alternate provider.

4. **Special Services.** If MCTD determines that Special Services are needed to meet a particular transit need within the scope of this Contract (e.g. special event service, emergency planning exercises, MCTD sponsored activities), 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, MCTD may itself be provided limited advanced information and notice of requests. However, 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.

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

5. **Bus Back Up Services.** To the extent vehicles and drivers are available, paratransit service will also include prompt response to any request from a GGBHTD bus dispatcher for a paratransit vehicle to transport a passenger with disabilities from a GGBHTD fixed-route bus (bus backup service). A GGBHTD bus dispatcher shall make such a request when an incident occurs that prevents a person with a disability from being accommodated on GGBHTD fixed-route bus service and GGBHTD equipment and personnel are unavailable to provide backup service to the passenger. The passenger should be transported to his/her destination or to an accessible bus stop location where the passenger can board a GGBHTD bus to complete his/her trip. These services should be identified separately on the monthly invoice.

6. **Possible Rate Adjustments.**

- a. If there is a cumulative increase in revenue hours of more than fifteen percent (15%) over Tier 4 as shown in Attachment A: Estimated Activity Levels by Tier.

- 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. Any proposed rate changes that apply to the ADA paratransit services referenced herein will require the agreement of both MCTD and GGBHTD.

SEC. 306 VEHICLE MAINTENANCE

1. **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 and Preventive Maintenance Program in <Attachment TBD>.
2. **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
 - a. 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 MCTD and the OEM manufacturer.
3. **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. 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.
4. **MCTD & GGBHTD Inspection.** The MCTD and GGBHTD reserve the right, in their 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 that MCTD or GGBHTD deems unacceptable due to uncleanliness, appearance, mechanical failure, or safety concerns.
5. **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 and GGBHTD 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 MCTD may review such inspection forms during the Contract Term.

6. **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.
7. **Records.** A written record of all inspections and repairs shall be kept by CONTRACTOR. As requested, CONTRACTOR shall provide inspection and repair reports to MCTD.
8. **Unsafe Vehicles.** Revenue Vehicles shall not be operated with defects or other required repairs that make them unsafe to operate.
9. **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.
10. **Major Engine and Transmission Overhauls.** When CONTRACTOR determines that a major engine or transmission overhaul is required, CONTRACTOR shall notify vehicle owner, MCTD or GGBHTD. The MCTD or GGBHTD may, in its discretion, retire the vehicle, have the overhaul performed by a third party, perform the repairs themselves, 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 MCTD or GGBHTD and the OEM manufacturer. MCTD or GGBHTD shall not pay for Major Engine and Transmission overhauls on CONTRACTOR owned vehicles.
11. **Preventive Maintenance Program.** CONTRACTOR shall follow the Preventive Maintenance Program in <Attachment TBD> and 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. Any material changes to the maintenance program shall be provided to MCTD. CONTRACTOR shall perform all weekly, monthly, and yearly preventive maintenance as scheduled in CONTRACTOR's Preventive Maintenance Program. See Attachment I – Marin Access Reporting Requirements.
12. **PMI Repairs.**
 - a. **Inspection.** Without notice, MCTD may perform random Revenue Vehicle inspections in order to determine if the schedules for PMIs are being adhered to and the Revenue Vehicles are being maintained in accordance with all local, State, and Federal requirements for safety and in

accordance with all manufacturers' maintenance recommendations and warranties. The MCTD expects and requires the Revenue Vehicles to be maintained in good operating condition.

- b. **Repair Schedule.** The MCTD will submit inspection reports to CONTRACTOR, and all noted open items shall be completed by CONTRACTOR within fifteen (15) calendar days. If the repair items are safety related, the Revenue Vehicle shall not be permitted to re-enter service until all the repairs are completed and signed off on by a MCTD maintenance representative. A copy of the completed Inspection Report shall be returned to CONTRACTOR's maintenance representative of the Facility in which the Revenue Vehicle is housed and shall be signed by CONTRACTOR's maintenance representative. The PMI will be considered incomplete if items listed on the discrepancy sheet(s) are not properly repaired within the prescribed time period.

13. **Road Calls.** CONTRACTOR shall provide a monthly report to MCTD Project Manager disclosing the number of valid mechanical road calls in the calendar month. The report shall be provided to MCTD no later than ten (10) Days following the reported month electronically via email or on paper, if so requested by MCTD. Alternatively, Road Calls may be reported on a per occurrence basis in MCTD provided TransTrack software.
14. **Graffiti.** CONTRACTOR shall immediately remove or cover graffiti on all Revenue Vehicles and support vehicles including any graffiti on advertising.
15. **Fueling.** Revenue Vehicles used for the services under this Contract shall be fueled by CONTRACTOR at Marin County Civic Center Fleet facility at times specified by Marin County officials. CONTRACTOR may fuel vehicles at other locations with the prior approval of MCTD.
16. **Specific Maintenance Items.** CONTRACTOR shall maintain the vehicle operators' First Aid kits, fire extinguishers and other required safety equipment.
17. **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.
18. **Personal Protective Equipment.** CONTRACTOR shall be responsible for provision of personal protective equipment (PPE) needed to protect operators and riders during normal operations. PPE may include: gloves, first aid kits, biohazard kits, etc.
19. **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.
20. **Breakdowns and Accidents.** In the event of a Revenue Vehicle breakdown, accident, or other event rendering the Revenue Vehicle unfit for service, CONTRACTOR shall provide a replacement vehicle within thirty (30) minutes after the vehicle operator reports (or should have reported) the occurrence.

21. **Heating and Air Conditioning.** CONTRACTOR shall perform an annual heating and air conditioning preventive maintenance inspection on all Revenue Vehicles. If the heating or air conditioning on a Revenue Vehicle fails to function properly while in service, CONTRACTOR shall provide a replacement Revenue Vehicle within thirty (30) minutes after the failure was reported (or should have been reported).
22. **Warranties.** CONTRACTOR shall be responsible for managing all Revenue Vehicle-related warranty repairs.
23. **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.
24. **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 for ensuring 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 MCTD.
 - c. Obligation to Recycle. CONTRACTOR shall be responsible for recycling all worn out and replaced tires.
25. **Condition Upon Return.** Upon termination of this Contract (for whatever reason), CONTRACTOR shall be responsible for ensuring, and shall warrant to MCTD, that the Revenue Vehicles have been properly serviced and maintained and are in good repair, in accordance with this Contract. CONTRACTOR shall return such Vehicles to MCTD in sound mechanical condition, Normal Wear and Tear excluded. The inspection process for this assessment is described in subsection G of this Section.
26. **Turnover Inspection and Audit Process.**
- a. General Requirements. CONTRACTOR shall be responsible for return of all Revenue Vehicles and Equipment to 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. Prior to the termination of this Contract, MCTD, CONTRACTOR, and the new contractor (if any) taking over operations and maintenance responsibility for MCTD, shall participate in the Revenue Vehicle, Facilities, 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 MCTD that is experienced in paratransit operations and maintenance and vehicle 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 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, MCTD is committed to protecting those assets and ensuring that MCTD's contractors maintain the assets in good repair. This inspection process is one means used by MCTD to so protect those assets. The purpose of the inspection and audit will be to establish the condition of the Revenue Vehicle fleet and the Equipment, as of the audit date, to determine if the Revenue Vehicles 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 ensure 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, MCTD will release the results of the inspection report to the outgoing CONTRACTOR and MCTD's incoming 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.
- i. Following the completion of repairs indicated on the initial inspection report, 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 MCTD assets has been completed. Any re-inspection report shall include the third party inspector's cost estimate for outstanding repairs, parts, materials and labor (at fair market rates) for work not completed.
 - ii. Any repair identified on a re-inspection report shall be addressed at CONTRACTOR's cost, subject to verification and sign off by MCTD (or MCTD's designee), on an item-by-item basis and, at MCTD's sole discretion, may be performed by CONTRACTOR or another entity subject to MCTD's approval. The process of inspection, 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 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 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 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 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 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 MCTD to withhold amounts from CONTRACTOR's final invoice in accordance.

- f. Disputes. If any dispute arises in the turnover inspection and audit process, 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, MCTD may invoke an expedited mandatory arbitration process, using an outside neutral arbitrator selected by 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, 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, 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, MCTD may choose, in its discretion, to participate in the arbitration and mediation processes. During the disputes process, 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, MCTD and CONTRACTOR hereby consent to the mediation and arbitration process described in paragraph f 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

- 1. **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.
- 2. **Standards**. CONTRACTOR shall clean and maintain all Revenue Vehicles used by CONTRACTOR in carrying out services under this Contract in accordance with the following standards: 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.
 - a. The interior floor of each vehicle will be kept swept and mopped by the CONTRACTOR.
 - b. The interior of each vehicle will be thoroughly cleaned at least once every two weeks. 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.
 - c. Seats will be cleaned regularly and marks and stains removed promptly. Seats that are worn, excessively stained, or torn will be replaced.

- d. 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.
- e. 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.
- f. Dependent upon the national and state level status with the COVID-19 pandemic, the CONTRACTOR will continue MCTD's safety cleaning, which includes daily clean and disinfect in-service vehicles with an emphasis on high touch areas, spot clean high touch areas during service hours, provide elevated cleaning if a vehicle is reported to have carried an infected or potentially infected person, use EPA-List N disinfectants applied through methods outlined in the APTA or EPA/CDC recommendations, until such time as MCTD notifies the CONTRACTOR to discontinue the COVID cleaning protocol.

SEC. 308 FACILITY USE AND OPERATIONS

1. **MCTD Obligations.** The MCTD shall provide Facilities adequate for the provision of Contract services. MCTD shall be responsible for all permitting and environmental compliance requirements relating to the operation of those Facilities.
2. **Contractor Obligations.** Contractor shall be responsible for Hazmat and OSHA compliance and inspection.
3. **Kerner Facility.**
 - a. **Contractor Responsibilities**
 - i. **Permitted Use.** CONTRACTOR may use the premises during its service hours on Monday through Friday and on weekends. CONTRACTOR shall conduct its operations in a safe, orderly, courteous, and professional manner, and shall follow any directions or instructions provided by Marin Transit.
 - ii. **Prohibited Use.** CONTRACTOR shall not use the Property or Premises for any purpose other than as specifically authorized by this Agreement.
 - iii. **Facility Access.** CONTRACTOR shall coordinate with MCTD to control access to the facility through use of a key card system.
 - iv. **Utilities.** Contractor shall be responsible for provision and cost of utilities at 3000 Kerner facility including but not limited to, electricity, water, internet and data, and garbage collection.
 1. **Internet and Data.** Internet and data plan provided must include sufficient bandwidth to support utilization of all technology systems required for provision of services. Service must include redundancy and a failover service to ensure seamless operations. Contractor is responsible for provision of any and all equipment needed to ensure internet access, such as routers and firewall.

2. **Phone Lines.** Contractor shall use District provided phone numbers, including but not limited to the list below and will assist with porting of phone numbers from the incumbent contractor. All phone numbers used for operation of Marin Access services and programs are the property of the District and shall be returned to the District at the end of the contract or should the contract be terminated.

Program	Phone Number
Dial-A-Ride	415-892-7899
Travel Navigator	415-454-0902
Para Scheduling	415-454-0964
Para Cancellation	415-457-4630
CAR Scheduling	855-760-0920

- v. **IT and Technology.** CONTRACTOR shall be responsible for IT support for technology provided to support operations including but not limited to: fleet management software, operational add-ons for Trapeze software products, and staff computers. CONTRACTOR shall be responsible for updates to phone system messaging through coordination with MCTD and GGBHTD staff.
- vi. **Compliance with Laws.** CONTRACTOR shall not do or permit anything to be done in, on or about the Property and Premises, or bring or keep anything in, on or about the Property and Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation (collectively "laws") now in force or which may hereafter be enacted or promulgated by any public authority. CONTRACTOR shall be solely responsible for any and all costs associated with noncompliance with any such laws.
- vii. **Hazardous Materials.** No hazardous materials shall be handled, stored, transported or otherwise kept at any time upon the Property and Premises, other than gasoline, diesel fuel, oil or petroleum products contained in vehicles permitted to operate thereon by this Agreement. CONTRACTOR shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising from its use of the Property and Premises. In the event of such release, CONTRACTOR shall immediately notify MCTD. CONTRACTOR shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of fines or penalties levied against GGBHTD or MCTD by any agency as a result of the release and shall hold harmless, indemnify and defend (with counsel satisfactory to GGBHTD and MCTD) GGBHTD and MCTD from any claims arising from such release. This indemnification shall survive the termination of this Agreement.

For purposes of this section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action or administrative or judicial proceeding brought against the indemnified party, its directors, officers, employees or agents, or for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including the indemnified party.

viii. **Contractor's Obligations.** No alterations shall be made to the Premises by CONTRACTOR, including paving and alterations to fencing and gates without the prior written permission of MCTD. If the Property and Premises or any improvement located on the Premises and Property, including the secured gate access at the entrance and the access control mechanisms controlling the automatic gates access to the Property are damaged or destroyed by CONTRACTOR use, CONTRACTOR shall, at its sole cost and expense, repair the Property and Premises or improvement located thereon, to the condition it was in before damaged or before CONTRACTOR use, after securing MCTD approval of plans to repair said damage or authorization to use MCTD designated repair services.

ix. **Assumption of Risk.** CONTRACTOR shall assume all risk of damage to any and all property of CONTRACTOR and MCTD vehicles and equipment and any injury to persons upon the Property and Premises associated with its use, except for any damage or injury caused solely by the active negligence or willful misconduct of the MCTD. CONTRACTOR waives all claims, demands and lawsuits and releases MCTD from any and all liability CONTRACTOR may have against MCTD concerning the Property and Premises or CONTRACTOR use of said Property and Premises.

4. **Parking Facilities.** The MCTD shall enter in a Revocable License Agreement for the use of two parking locations on property owned by the Golden Gate Bridge Highway and Transportation District. The facilities are located at 1011 Andersen Dr, San Rafael, CA and at 801 Golden Gate Place, Novato, CA. Detailed maps of the locations are included as Attachment X to this agreement. The facilities are provided "as-is" with an access gate, security camera, and night-time roving security.

a. **Contractor Responsibilities.**

i. **Permitted Use.** CONTRACTOR shall enter the property and use the premises designated by GGBHTD using the access route designated in Attachment X. CONTRACTOR shall abide by the five miles per hour speed limit within the property boundaries. CONTRACTOR may use the premises during its service hours on Monday through Friday and on weekends. CONTRACTOR shall conduct its operations in a safe, orderly, courteous, and professional manner, and shall follow any directions or instructions provided by GGBHTD and Marin Transit.

ii. **Prohibited Use.** CONTRACTOR shall not use the Property or Premises for any purpose other than as specifically authorized by this Agreement. CONTRACTOR shall not in any interfere with GGBHTD use of the Property. CONTRACTOR shall use only the Premises and access to the Premises as shown in Attachment X.

1. **1011 Andersen Location.** CONTRACTOR shall not obstruct or block secured areas of the Property and shall yield to GGBHTD's employees and invitees and their vehicles entering and exiting the Property. CONTRACTOR shall not maintain or repair its vehicles on the Property or in the Premises, except for emergency repairs

or maintenance. Parking of paratransit vehicles and employee vehicles is limited to parking within the Premises in the designated parking area shown in Attachment X. No parking is permitted in GGBHTD'S Employee Parking Lot.

2. **801 Golden Gate Place Location.** CONTRACTOR shall use only the Premises and access to the Premises designated by GGBHTD in Attachment X. Licensee shall not obstruct or block the private railroad crossing, shall yield to SMART trains, shall not obstruct the private street access or gate access to the adjacent property owner, North Marin Water District, the secured areas of the Property and shall yield to GGBHTD's buses, employees and their vehicles entering and exiting the Property. CONTRACTOR shall not maintain or repair its vehicles on the Property or in the Premises, except for emergency repairs or maintenance. Parking of paratransit and Marin Connect dial-a-ride vehicles and its contractors' vehicles is limited to parking within the Premises in the designated parking area shown in Attachment X. No parking is permitted in the Licensor employee parking lot
- b. **Site Facilities.** CONTRACTOR shall be responsible for contracting for and provision of small storage shed and port-a-let facilities at each site.
 - c. **Compliance with Laws.** CONTRACTOR shall not do or permit anything to be done in, on or about the Property and Premises, or bring or keep anything in, on or about the Property and Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation (collectively "laws") now in force or which may hereafter be enacted or promulgated by any public authority. CONTRACTOR shall be solely responsible for any and all costs associated with noncompliance with any such laws.
 - d. **Hazardous Materials.** No hazardous materials shall be handled, stored, transported or otherwise kept at any time upon the Property and Premises, other than gasoline, diesel fuel, oil or petroleum products contained in vehicles permitted to operate thereon by this Agreement. CONTRACTOR shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising from its use of the Property and Premises. In the event of such release, CONTRACTOR shall immediately notify MCTD. CONTRACTOR shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of fines or penalties levied against GGBHTD or MCTD by any agency as a result of the release and shall hold harmless, indemnify and defend (with counsel satisfactory to GGBHTD and MCTD) GGBHTD and MCTD from any claims arising from such release. This indemnification shall survive the termination of this Agreement.

For purposes of this section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action or administrative or

judicial proceeding brought against the indemnified party, its directors, officers, employees or agents, or for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including the indemnified party.

- e. **Contractor's Obligations.** No alterations shall be made to the Premises by CONTRACTOR, including paving and alterations to fencing and gates without the prior written permission of GGBHTD. If the Property and Premises or any improvement located on the Premises and Property, including the secured gate access at the entrance and the access control mechanisms controlling the automatic gates access to the Property are damaged or destroyed by CONTRACTOR use, CONTRACTOR Licensee shall, at its sole cost and expense, repair the Property and Premises or improvement located thereon, to the condition it was in before damaged or before CONTRACTOR use, after securing GGBHTD approval of plans to repair said damage or authorization to use GGBHTD designated repair services.
- f. **Assumption of Risk.** CONTRACTOR shall assume all risk of damage to any and all property of CONTRACTOR and MCTD vehicles and equipment and any injury to persons upon the Property and Premises associated with its use, except for any damage or injury caused solely by the active negligence or willful misconduct of the GGBHTD. CONTRACTOR waives all claims, demands and lawsuits and releases the GGBHTD and MCTD from any and all liability CONTRACTOR may have against GGBHTD and MCTD concerning the Property and Premises or CONTRACTOR use of said Property and Premises.

SEC. 309 EQUIPMENT

- 1. **MCTD Responsibility.** The MCTD shall provide CONTRACTOR with the Scheduling/Dispatch Equipment necessary to support the operation and maintenance of Services under this Contract. The Equipment provided by MCTD is listed in Attachment D.
- 2. **CONTRACTOR Responsibilities.** CONTRACTOR shall provide all Equipment necessary to support the operation and maintenance of Contract services with the exception of 1) Capital equipment and spare parts for any new MCTD-purchased vehicles; 2) Radio system; and 3) Scheduling/Dispatch Equipment necessary to support the operation and maintenance of services under this contract.

SEC. 310 VEHICLE AND EQUIPMENT INVENTORY

- 1. **Initial Equipment Inventory.** The MCTD shall provide CONTRACTOR with an initial inventory and list of all Equipment to be provided. The existing Equipment and other property owned or leased by MCTD may be utilized only for the provision of Services by CONTRACTOR during the term of the Contract.
- 2. **Equipment Inventory.** The CONTRACTOR shall maintain an inventory of all equipment provided by the MCTD throughout the life of the contract. Inventory documentation shall be made available to the MCTD staff upon request.
- 3. **Obligation to Return Equipment.** CONTRACTOR shall be responsible for returning to 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.

4. **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 MCTD for its replacement value. The MCTD may deduct any amounts due to MCTD for the replacement of Equipment or property from the final monthly payment due to CONTRACTOR.
5. **Sales of Surplus Property.** CONTRACTOR shall, in consultation with 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 MCTD.

SEC. 311 FAREBOXES AND FAREBOX MAINTENANCE

1. **MCTD Obligations.** MCTD and GGBHTD shall provide fareboxes to CONTRACTOR on all new vehicles. CONTRACTOR shall be responsible for farebox maintenance. Farebox maintenance shall include ensuring securement to the vehicle and clearing jammed fareboxes.
2. **CONTRACTOR Obligations.** CONTRACTOR's vehicle operators shall record and maintain all data necessary for the satisfactory operation of the farebox.
3. **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.

SEC. 312 FARE STRUCTURE

1. **MCTD and CONTRACTOR Responsibilities.** The MCTD shall determine the fare rate and fare structure for Complementary ADA Paratransit Local Services and Non-ADA Demand Response Services and GGBHTD shall determine the fare rate and fare structure for Complementary ADA Paratransit Regional Services. The MCTD and GGBHTD reserve the right, in their discretion, to implement any fare adjustments deemed appropriate subject to any required public hearing process. CONTRACTOR shall be responsible for implementing and complying with MCTD and GGBHTD's fare policy and structure. Fares are calculated by the TripSpark PASS system at the time of booking.
2. **Methods of Payment.** CONTRACTOR shall accept all means of payment approved by MCTD, including, but not limited to, cash, tickets, credits, Clipper, and electronic payments. Passengers may pay roundtrip at the time of boarding for intercounty trips. The CONTRACTOR will be responsible for issuing Marin Access branded receipts at the riders request as well as for issuing a roundtrip voucher to the clients (valid only on the date of issue).

3. **Promotional Tickets.** Should MCTD offer any promotional tickets, the printing and distribution of promotional ride tickets will be the responsibility of the MCTD. Tracking of ride tickets will be the responsibility of the Contractor.
4. **Electronic Payment.** The tracking and management of value added to individual or organization accounts via electronic payment will be the responsibility of the contractor.

SEC. 313 FARE COLLECTION

1. **CONTRACTOR Obligations.**
 - a. **Fare Collection.** Collect fares in a manner that complies with the MCTD's established and published fare policy.
 - b. **Fare Recording.** CONTRACTOR's vehicle operators shall record each passenger boarding by fare type, including recording of non-fare boarding. CONTRACTOR shall retain any tickets or tokens collected in place of cash, for the purpose of fare verification.
 - c. **Fare Retention and Documentation.** CONTRACTOR will retain the cash fares collected as partial payment of the monthly invoice. TripSpark PASS software will document the dollar value of the fares required to be collected. Each month, the CONTRACTOR will deduct the total cash fares required to be collected from the amount invoiced.
2. **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. 314 FUEL

1. **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 training staff on appropriate fueling practices, maintaining proper conduct during fueling, reporting any issues with fuel sensors, and working within the County of Marin fueling guidelines with respect to fueling times and access to fuel islands.

SEC. 315 SAFETY, SECURITY, AND EMERGENCY MANAGEMENT

1. **CONTRACTOR Obligations.** CONTRACTOR shall be responsible for the safety and security of the passengers and the Vehicles, Systems, and Equipment provided by the MCTD for the CONTRACTOR's use, and for providing a safe workplace for its employees in the performance of Vehicle and Equipment maintenance responsibilities. CONTRACTOR shall work cooperatively with MCTD staff, other contractors, and local, State and Federal representatives in developing and implementing safety and security procedures. CONTRACTOR shall provide MCTD with a copy of its Safety, Security, and Emergency Management Program (to be updated annually and made part of this document as <Attachment TBD>). CONTRACTOR's Safety, Security, and Emergency Management Program will be complementary to any MCTD Emergency Response, Safety and Communications Plans. CONTRACTOR will also develop and implement a plan that meets the criteria set forth in 49 CFR Part 673 for FTA's Public Transportation Agency Safety Plan (PTASP). CONTRACTOR'S plan will be incorporated into Marin Transit's agency plan and updated annually.

2. **CONTRACTOR Personnel.**

- a. Responsible Staff. CONTRACTOR, as part of its Staffing and Personnel 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 MCTD in the coordination of emergency preparedness activities, write and amend the CONTRACTOR's Emergency Operations Plan, Continuity of Operations Plan and Emergency Preparedness Plan, and generate required reports. The designated managers will be asked to participate in Marin Emergency Operations Center exercises and training, and 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 MCTD as requested. See Attachment K – Marin Access Meeting List.
- c. Activities. CONTRACTOR shall be required to participate in activities in support of the MCTD'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.).
 - iii. Training in the Americans with Disabilities Act and associated regulations
 - iv. All areas of required training for proficiency in specific roles
- e. CONTRACTOR shall conduct refresher and/or re-training on an annual basis.
- f. CONTRACTOR shall maintain documentation of training and shall provide it to the MCTD upon request.

3. **Emergencies.**

- a. Response by CONTRACTOR. Upon verbal or written authorization from 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. CONTRACTOR will provide documentation of all costs related to emergency service within 5 business days of an incident.
 - 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.
4. **FTA Required Public Transportation Agency Safety Plan.** CONTRACTOR will develop and implement a plan that meets the criteria set forth in 49 CFR Part 673 for FTA's Public Transportation Agency Safety Plan (PTASP). CONTRACTOR'S plan will be incorporated into Marin Transit's agency plan and updated annually.
5. **Audits.** CONTRACTOR shall conduct a self-audit on safety, security, and emergency preparedness on an annual basis. CONTRACTOR shall also participate in periodic MCTD audits and monitoring. These audits/monitoring will be based upon Federal, State, and local programs and guidelines, audit results, and MCTD-established policies and procedures. The MCTD 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 MCTD's designated representatives as requested. CONTRACTOR shall also assist the MCTD during any local, State, or Federal safety or security audits.
6. **Reporting.** CONTRACTOR shall be responsible for regular reporting of information to the MCTD 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.
 - i. Safety meeting agenda, attendance, 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.
 - iii. Additional information required for NTD

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.

6. **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. 316 ADVERTISING

1. **MCTD Rights and Responsibilities.** The MCTD shall be responsible for marketing, public relations, and advertising services for all Marin Access programs and services, and its decisions on all such matters shall be final. The MCTD shall establish the terms and conditions of any interior or exterior vehicle advertising, including the selection of advertising contractors. Proceeds of any advertisement shall be the sole property of the MCTD.
2. **CONTRACTOR Obligations.**
 - a. Cooperation. CONTRACTOR shall cooperate with MCTD in the implementation of 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 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 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.
 - d. Monitoring. CONTRACTOR shall monitor advertising installations and shall report to MCTD's Advertisement Department any quality concerns, including the lifting of advertisements, paint damage, or safety violations that occur, within forty-eight (48) hours of the time CONTRACTOR observes or should have observed that concern(s). This report should be supported by photos and include, to the extent possible, the estimated cost of any necessary repairs.
 - e. Graffiti. CONTRACTOR shall immediately remove or cover graffiti on all advertising.
 - f. Responsibility for Damages. CONTRACTOR shall be responsible for any damage to MCTD Equipment, Revenue Vehicles, or advertising to the extent that such damage results from actions or omissions taken by CONTRACTOR or any of its employees, agents, or subcontractors. CONTRACTOR shall not be responsible for any such damage to the extent caused by the action or omission of MCTD's advertising contractor or other third parties. CONTRACTOR may, at MCTD's discretion, also be responsible for repairs without compensation for such work if CONTRACTOR fails to provide MCTD with timely notice of quality concerns.
 - g. Unused Advertising Space. In the event that there is unsold exterior advertising space on MCTD or GGBHTD owned vehicles, CONTRACTOR will have the right to use this space for driver recruitment advertisements. CONTRACTOR will be responsible only for direct cost of advertisement preparation and installation.

SEC. 317 COOPERATION WITH OTHER AGENCIES AND CONTRACTORS.

1. **Cooperation with Other Contractors.** CONTRACTOR acknowledges that one or more other contractors of 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 – MOBILITY MANAGEMENT CALL CENTER RESPONSIBILITIES

SEC. 401 CALL CENTER PERFORMANCE STANDARDS

1. **Operation of Call Center.** The Marin Access Mobility Management Call Center is designed to help older adults and individuals with disabilities in Marin County understand and utilize their transportation options within the County and larger Bay Area. The Mobility Management Center is staffed by a team that is responsible for (1) Scheduling of trips for all Complementary ADA Paratransit Services and Non-ADA Services, (2) High quality customer service, including call center services and in-person public outreach, (3) Eligibility determination and enrollment for all Marin Access services, including Complementary ADA paratransit, Non-ADA services, STAR and TRIP Volunteer Driver Reimbursement programs, and the low-income fare assistance program, (4) Administration of the District's low-income fare assistance program and management of the STAR and TRIP Volunteer Driver reimbursement programs.
 - a. CONTRACTOR shall operate the Call Center and related responsibilities in accordance with all stated policies and procedures.
 - b. Call Center staff who regularly assist the public in person, over the phone, and via email will identify themselves as "Marin Access Travel Navigators." The following bullet points describe the tasks and responsibilities that Travel Navigators regularly assume to respond to all requests for transportation information and eligibility, assist callers or visitors with eligibility applications, and provide technical assistance or problem resolution.
 - i. Contractor will provide Complementary ADA Paratransit and Non-ADA Demand Response scheduling services in both English and Spanish during all business hours with staffing to ensure the appropriate coverage will be provided between 8am and 5pm every day.
 - ii. Contractor staff must be available to answer this phone number during all business hours. Travel Navigators will respond to calls with a standard, scripted greeting provided by Marin Transit. Outside of these hours, calls will be transferred to a machine or other method to record messages. Contractor will respond to these messages during business hours.
 - iii. While performing their duties, Travel Navigators employed by Contractor must maintain a clean and neat appearance and must wear employee badges that clearly display the employee's name, position, and photo, as well as the Marin Transit or Marin Access logo.
 - iv. Travel Navigators must have sufficient knowledge and training to provide high level customer support and problem resolution. Travel Navigators shall have subject area expertise in the following: Americans with Disabilities Act (ADA) regulations as they relate to paratransit and public transit; regional and local paratransit eligibility process; ADA regulations and best practices regarding paratransit eligibility; all Marin Transit and Marin Access programs including the fixed route bus routes; and other transportation options available in Marin County.
 - v. Travel Navigators should be able to effectively and appropriately interact with and provide service to persons who are very elderly and/or have a disability. Contractor will provide travel training services, including group presentations and individualized travel training via phone, virtual conference, and/or in-person.
 - c. Call Center Personnel will be able to provide information to customers including, but not limited to, the following:
 - i. Marin Transit and Marin Access programs and services;
 - ii. Other available private, public, and non-profit transportation programs that support mobility in Marin County;

- iii. Clipper Card, including Senior Clipper Card and RTC Card enrollment;
 - iv. Contact information for fixed-route customer service in Marin County and other Bay Area counties;
 - v. Comprehensive transportation counseling based on the consumer's needs;
 - vi. Specific trip planning as appropriate;
 - vii. Technical support, advice, and assistance to aid Marin Access consumers in utilizing online tools available to schedule, manage and pay for rides on Marin Access and Marin Transit services. The District will provide Contractor with training on all user-facing online tools developed by Marin Transit.
 - viii. Travel Navigators will work with new and existing customers to review their travel needs and patterns, help them understand the available services, and develop individual mobility plans.
 - ix. Travel Navigators are required to assist potential riders with filling out all required paperwork deemed necessary for eligibility.
 - x. In-person counseling and eligibility interviews shall occur in a private office to ensure that personal information is not compromised.
- d. Contractor will assess and determine eligibility for all Marin Access programs, including Complementary ADA Paratransit, Non-ADA Demand Response Services, Volunteer Driver Programs (STAR/TRIP), Low Income Fare Assistance (LIFA), and Travel Training.
- i. To determine eligibility, Contractor will follow guidelines determined by Marin Transit and set forth under the ADA.
 - ii. Contractor will enter all applicant data into relevant databases or software and update customer information to ensure it is current and accurate.
 - iii. Contractor will distribute rider orientation material on all Marin Access programs. Marin Transit will develop and design all printed materials. Depending on the nature of the material, it will be printed by either Marin Transit or Contractor. Printing and mailing costs incurred by Contractor will be reimbursed as part of the monthly billing process.
 - iv. Travel Navigators will determine applicant eligibility for the District's low-income fare assistance program and assign or distribute tickets or credits to qualified riders.
- e. Contractor's Project Manager or designated staff will respond promptly to customer complaints and, if appropriate, coordinate such responses with District staff. Contractor will record all complaints, suggestions, and commendations in the District's TransTrack data management system and assign them to the appropriate supervisor at Marin Transit or contractor. Procedures must be established to ensure that project management staff is aware of passenger complaints and operational problems. All customer complaints and comments must be logged and reported to Marin Transit in a timely manner.
- f. Contractor will maintain office hours at rotating satellite locations throughout Marin County. Contractor will not be required to bear any cost associated with office space at off-site locations.
- g. Travel Navigators participate in District's travel training related group program outreach presentations and provide on-site eligibility determinations as appropriate.

2. Marin Access and ADA Paratransit Eligibility Determination

- a. The Contractor will conduct Marin Access and ADA eligibility assessments for the Marin Access suite of programs, on behalf of Marin Transit and GGBHTD.
- b. Applicants will submit applications to the Travel Navigators by email; online; or by mail. Marin Transit will provide email log-in information to existing web-based platforms used for eligibility determination.

- c. Travel Navigators are required to assist potential riders with filling out all required paperwork deemed necessary for eligibility.
- d. Upon receipt of a completed application packet, Travel Navigator will verify the functional abilities, disabilities, and/or medical information described and provided by the applicant by interviewing the applicant by phone. Travel Navigator will clarify with the applicant any documentation issues and/or concerns that may exist in the certification process and answer any questions or concerns of the applicant regarding the service, process, expectations, and/or reasonable modifications.
- e. If the applicant is unable to participate in a telephone-based interview, or if an interview via telephone is inconclusive or ineffective, Travel Navigator will interview the applicant in person at the Travel Navigator Offices.
- f. Marin Transit will provide paratransit applicants with paratransit transportation at no charge to and from an applicant's residence to the interview site if requested by the applicant. Applicants are allowed one personal care attendant that can provide assistance to the applicant throughout the eligibility certification process. Contractor will coordinate with Marin Transit and the applicant in advance to schedule those rides.
- g. Contractor's interview will evaluate the applicant's physical, cognitive, and visual limitations. At this time, Marin Transit does not require functional assessments of applicants but reserves the right to do so during the term of this contract. Such a functional assessment will evaluate the applicant's functional and cognitive abilities to perform various skills necessary to take a trip on public transit independently. Contractor will continue the interview with the applicant until Contractor has sufficient information to make an eligibility determination for that applicant. However, if the interview is not determinative, Contractor will conduct a medical verification.
- h. PROFESSIONAL VERIFICATION: All applicants are required to submit a professional verification form as part of their application for ADA Paratransit. If the eligibility forms do not yield sufficient information to establish eligibility, then Contractor shall obtain additional information about the applicant's disability by contacting the most appropriate licensed professional. The applicant must provide contact information for the licensed professional who is most knowledgeable about the applicant's disability or medical condition.
- i. Upon completion of the interview and the potential medical verification, Contractor will determine whether the applicant is eligible, and, if eligible, the duration of the eligibility. Contractor determines eligibility based on ADA-defined eligibility, which defines three categories of eligibility (see 49 CFR Section 37.123€ (1)-(3)). If Contractor determined an applicant is eligible, Contractor then determines the duration and extent of eligibility (Temporary; Conditional; or Unconditional). For applicants with acute short-term medical needs, such as chemotherapy or radiation treatment, Marin Transit will grant temporary unconditional eligibility. If conditional eligibility is granted, Contractor determines under which conditions the applicant can use paratransit. Contractor will also determine whether the applicant will usually travel with a personal care attendant, use any mobility aids, or travel with a service animal.
- j. Contractor must ensure that its documentation is true and accurate when recording eligibility information in the database(s) provided by Marin Transit and during all record keeping processes. Evaluations not fully documented, or which require clarification are considered incomplete. Once an eligibility determination is made the Contractor will, within the required 21 days, prepare a summary of their evaluation and the basis for their eligibility determination, prepare and mail the written determination ("Eligibility Determination Letter") to the applicant, and save the Eligibility Determination Letter in the appropriate location(s) as identified by Marin Transit.

- k. For approved applicants, the Eligibility Determination Letter will have, at a minimum, the customer's ID number, whether the eligibility is temporary or conditional, and if temporary or conditional, what time constraints or conditions apply, and the duration of eligibility. Any ADA paratransit eligible clients, other than those receiving unconditional eligibility, who disagrees with the Contractor's determination have the right to appeal the decision. Marin Transit will facilitate the appeals process. For all ADA paratransit eligible clients not determined to have unconditional eligibility, the Eligibility Determination Letter will also inform him or her of his or her right to appeal decision and will provide instructions on how to submit the appeal. Eligibility Determination Letters must be sent by Contractor within three (3) business days of the eligibility determination being made and within the ADA required 21 days for the entire certification approval process.
 - l. For ineligible applicants, Contractor will explain in the Eligibility Determination Letter why the applicant has been denied eligibility. Contractor will also inform him or her of his or her right to appeal the decision and will provide instructions on how to submit an appeal. Marin Transit will facilitate the appeals process.
3. Program Management and Administration
- a. Non-ADA Demand Response Services
 - i. Non-ADA Demand Response Services are intended to increase same-day mobility for Marin Access and paratransit eligible riders.
 - ii. Marin Transit has an existing agreement with Uber to provide technology that will allow the District to use agency owned accessible vehicles to provide same-day transportation services. These services will be offered in concentrated areas within the County with the goals of expanding the same-day transportation services offered in accessible vehicles and encouraging short first/last mile connections to the existing transit network. The Uber technology will allow users to register and request rides using a smartphone or personal computer. Travel Navigators will provide customer and scheduling support over the phone to riders unfamiliar or uncomfortable with signing up and booking rides through the online tools.
 - iii. Manage consumer accounts and monitor usage to ensure they are in compliance with protocols established by the District. The District reserves the right to change the Non-ADA Demand Response service customer usage protocols that will be in effect at the beginning of the Agreement term.
 - iv. Ensure service quality and help prevent service-related problems from providers and avoid misuse of the program by customers and contractors.
 - v. Support the Non-ADA Demand Response Services for those in need including eligibility, trip booking, and trip management as appropriate.
 - b. Volunteer Driver Program (STAR and TRIP)
 - i. Since 2011, Marin Access has administered and supported two non-traditional volunteer driver programs (VDP) based on the TRIP (Transportation Reimbursement and Information Program) model. Under this model, riders recruit their own drivers and reimburse them for mileage costs using funds from the sponsoring agency (in this case, Marin Transit). In East Marin, the program is known as STAR. In West Marin, the program is known as TRIP. TRIP in West Marin is slightly different than STAR because West Marin Senior Services occasionally recruits and vets volunteer drivers and matches them with riders who need assistance.
 - ii. Contractor will:

1. Receive and process reimbursement requests from program participants monthly. Drivers of eligible trips are reimbursed at a rate of \$.60 per mile in east Marin County and \$.60 per mile in west Marin County, with payment to come through the hands of the rider to the driver. Except in extenuating circumstances approved by the District, riders can qualify for up to 100 miles per month in east Marin County and 400 miles per month in west Marin County. All proposed changes to the reimbursement rate and the policy on reimbursable miles must be approved in advance by the District.
2. Ensure that program participants meet program requirements as described in the Program Rider and Driver Handbooks. This will include eligibility requirements, volunteer driver specifications, geographic boundaries, prohibition on reimbursements for rides already reimbursed by other programs, and monthly mileage caps.
3. Verify that VDP does not reimburse rides where the driver is a family member of the rider. A hardship exception to this rule is allowed with the approval of the District Mobility Management staff.
4. Assist VDP customers in identifying potential driver candidates, provide marketing and publicity to effectively publicize the program to potential volunteers and riders, monitor service quality and effectiveness, and prevent fraud.
5. Provide all other components, services, or resources necessary for the successful operation of the current or future VDP, including those not specified in this Agreement.
6. Invoice MCTD on a monthly basis for all reimbursements paid to riders or their delegate.

c. Low Income Fare Assistance Program

- i. In July 2020, Marin Transit introduced a comprehensive fare assistance program for Marin Access eligible riders. Eligible participants receive \$20 of credit per month to use for trips on local paratransit or Non-ADA Demand Response Services. Eligible riders can opt-in to receive a free pass to use on Marin Transit local bus service.
- ii. Contractor will:
 1. Receive and process eligibility applications for the Low-Income Fare Assistance program.
 2. Confirm current Medi-Cal eligibility or annual income falls within the acceptable threshold.
 3. Perform annual recertification processing for all participants.
 4. Manage consumer accounts and monitor usage to ensure compliance with protocols established by the District. The District reserves the right to change the Low-Income Fare Assistance customer usage protocols that will be in effect at the beginning of the Agreement term.
 5. Ensure service quality and help prevent service-related problems from providers and avoid misuse of the program by customers and contractors.
 6. Provide all other components, services, or resources necessary for the successful operation of the current or future LIFA program, including those not specified in this Agreement.

4. Provide input on all Marin Access facing marketing materials. Documents can be found at <https://marintransit.org/brochures>.

5. Conduct or participate in a minimum of 12 Customer Information sessions and/or workshops annually. The Contractor shall maintain documentation of all such workshops with records of attendance and all instructional materials provided to attendees.
6. In conjunction with Marin Transit, participate in the Paratransit Appeals Committee when customers submit appeals regarding paratransit services (Suspension Appeals / Eligibility Appeals).
7. Develop, implement, and administer a Customer feedback system, which shall include quality assurance call monitoring and post-trip telephone calls to a sample of riders to solicit information about the quality of the ride. Customer feedback shall also include telephone and in-person processing of Customer complaints and commendations; All Customer complaints and commendations are to be entered into Marin Transit's Trans Track system for tracking. In addition, Contractor will perform an annual Customer satisfaction survey using sample size requirements and questions approved by the District.
8. Provide management participation in and statistical reporting to regular customer-oriented meetings, including the Marin Paratransit Coordinating Council, the Advisory Committee on Accessibility of the GGBHTD, the Marin Mobility Consortium and the Housing and Transportation Committee of the Marin Commission on Aging.
9. **Service Characteristics.** CONTRACTOR shall provide all Call Center services according to hours established by the MCTD. CONTRACTOR shall ensure that all personnel roles and requirements ensure adherence to Call Center Performance standards.
10. **Average Hold Time.** Average Hold time will be measured on a monthly basis and shall include hour-by-hour averages for each day of the month. CONTRACTOR is required to ensure that average hold times do not result in capacity constraints as detailed in Sec. 302 J.
11. **Capacity Constraints.** CONTRACTOR shall operate the Call Center so as to ensure that there is no operational pattern or practice of capacity constraints in violation of 49 CFR Section 37.131(f). Section 305 sets forth the process for allowable service changes including those needed to respond to Capacity Constraints.
12. **Reporting, Coordination, and General Administration**
 - a. 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.
 - b. Use District's TransTrack data management system to monthly record and report on call center and eligibility operations and trip data as detailed in the Reporting Requirements section. Monthly narrative reports shall be provided to District at a standing meeting with a copy to be provided via written communication. Provide periodic reports as defined by Marin Transit staff.
 - c. Track volunteer driver program usage to ensure that annual mileage reimbursements do not exceed available program funds.
 - d. Support Marin Transit led marketing efforts for programs managed or operated under this contract. As requested by Marin Transit, contact riders and volunteer drivers by telephone for follow-up discussions or surveys.

SEC. 402 SCHEDULES

1. CONTRACTOR shall operate the Mobility Management Call Center in accordance with the budgeted and approved Call Center hours established by the MCTD.

2. Demand Response Scheduling Software. The MCTD uses TripSpark PASS v18 as its software application for demand response services scheduling. All trips shall be scheduled using TripSpark PASS scheduling software. CONTRACTOR is responsible for ensuring that all dispatch and scheduling staff are trained on the most recent version of PASS. CONTRACTOR is responsible for coordinating with MCTD staff to ensure that the scheduling software is used to maximum advantage for efficiently scheduling and dispatching paratransit trips. CONTRACTOR will be required to work with Marin Transit and TripSpark software to facilitate any upgrades or changes to the software and settings throughout the period of the Contract. CONTRACTOR and MCTD will jointly determine the most appropriate time to implement upgrades based on the stability of the product. CONTRACTOR agrees to become familiar with new innovations that may be implemented in future versions of the software and utilize them as requested to ensure maximum efficiency going forward.
 - a. TripSpark PASS scheduling software is hosted by TripSpark and TripSpark staff perform most routine maintenance tasks for PASS. Access to the scheduling system will be provided to the CONTRACTOR via a web connection. The CONTRACTOR must provide adequate desktop computers necessary for the scheduling staff and call center personnel / dispatchers to interact with the software. The CONTRACTOR must make available adequate and appropriate space at their location for all Marin Transit network equipment that will be provided for the operation of the system.
3. Eligibility Platform. The MCTD uses a custom eligibility platform built in TransTrack as its software application for Complementary ADA Paratransit, Non-ADA Demand Response service, and all Marin Access service eligibility and administrative tasks. CONTRACTOR is responsible for ensuring that all call center personnel are trained on the most recent version of the Eligibility Platform. CONTRACTOR is responsible for coordinating with MCTD staff to ensure that the platform is used to maximum advantage for efficiently managing eligibility and administrative tasks. CONTRACTOR will be required to work with Marin Transit and TransTrack software to facilitate any upgrades or changes to the software and settings throughout the period of the Contract. CONTRACTOR and MCTD will jointly determine the most appropriate time to implement upgrades based on the stability of the product. CONTRACTOR agrees to become familiar with new innovations that may be implemented in future versions of the software and utilize them as requested to ensure maximum efficiency going forward.
 - a. TransTrack software is hosted by TransTrack and TransTrack staff perform most routine maintenance tasks for the Eligibility Platform. Access to the Eligibility Platform will be provided to the CONTRACTOR via a web connection. The CONTRACTOR must provide adequate desktop computers necessary for the scheduling staff and call center personnel to interact with the software. The CONTRACTOR must make available adequate and appropriate space at their location for all Marin Transit network equipment that will be provided for the operation of the system.

SEC. 403 ASSUMED ANNUAL CALL CENTER VOLUMES

Provision of Service. Attachment A: Estimated Activity Levels by Tier reflects the anticipated annual demand for Mobility Management Call Center services during the term of the contract:

SEC. 404 ALLOWABLE SERVICE CHANGES

7. Description of Services Changes.

- a. Authority of MCTD. The MCTD may modify or adjust the programs provided under this Contract at any time in response to changes in demand.
 - b. Allowable Program Changes. Allowable modifications and adjustments may include: adjusting program eligibility policies or procedures; the addition or deletion of programs or aspects of programs; adjustments to administrative policies and procedures; and adjustments to reporting requirements.
8. **Process for Service Changes.**
- b. Proposed Changes. MCTD and CONTRACTOR will periodically evaluate program eligibility, program participation, and industry standards, or peer agency offerings, to determine if a service change is appropriate.
9. **Other Service.** If MCTD determines that other programs should be added to its offerings, MCTD reserves the right, in its sole discretion, to implement those other programs through this Contract, or to separately procure and contract for those other services from an alternate provider.
10. **Special Services.** If MCTD determines that Special Services are needed to meet a particular need within the scope of this Contract (e.g. special limited term program(s), scenario planning exercises, MCTD sponsored activities), 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, MCTD may itself be provided limited advanced information and notice of requests. However, 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 Fixed Fee.
- a. CONTRACTOR shall implement Special Services in accordance with the schedule established by MCTD.
11. **Possible Rate Adjustments.**
- a. If there is a cumulative increase in call center volumes of more than fifteen percent (15%) over Tier 4 as shown in Attachment A: Estimated Activity Levels by Tier.
 - 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. 405 SCHEDULING/DISPATCH SYSTEM

1. General Requirements.

- a. Objectives of Scheduling/Dispatch System. The MCTD shall provide CONTRACTOR with the use of the Scheduling/Dispatch System that is designed to: increase efficiency; promote and enhance overall system quality through tracking schedule adherence; provide the technology and means for more accurate and reliable scheduling / dispatching; validate CONTRACTOR billing; provide more accurate and timely information and data on system and CONTRACTOR performance; and provide assistance in documenting incidents and accidents.

- b. CONTRACTOR Obligation to Utilize. CONTRACTOR is required to properly use MCTD's Scheduling/Dispatch System for the scheduling and dispatch of MCTD and Marin Access Demand Response service. This software is to be accessed by the CONTRACTOR via the internet. CONTRACTOR is responsible for providing all desktop computers and related equipment to be used by call center personnel, dispatchers, and supervisors as well as primary and secondary internet connections
- c. Service Productivity. CONTRACTOR shall utilize the Scheduling/Dispatch System to ensure daily schedules are as efficient as possible while remaining within the confines of the ADA (Americans with Disabilities Act of 1990).
- d. Reporting. CONTRACTOR will ensure complete and accurate data is transmitted between Scheduling/Dispatch System and TransTrack ensuring accurate monthly invoices and program statistics.
- e. Reporting of Malfunctions. In the event the Scheduling/Dispatch System malfunctions, the CONTRACTOR will work to resolve the issues through coordination with MCTD personnel and will notify the appropriate MCTD personnel of any effect on service delivery, monthly invoices, or statistical reporting. Failures affecting service delivery for the paratransit system (i.e. inoperable scheduling/dispatch software) shall be reported to MCTD immediately.

2. **Operator Use and Training.**

- a. General Requirements. CONTRACTOR shall administer an MDT Operator Training Program. This Training Program shall include information on the purpose, objectives, capabilities, and key features of the MDT; procedures for logging into the system at the start of operations and for logging off at specified times or events; procedures for using MDT for communication with dispatchers; procedures for determining fares to be collected, and actions or steps to be taken in the event of system problems or malfunctions.
- b. Training. CONTRACTOR shall assure that all vehicle operators are fully trained in the use of the onboard MDT equipment in accordance with the MDT Operator Training Program. The CONTRACTOR shall also assure that all dispatch and scheduling staff are fully trained in the use of the Communications System as it pertains to their functions within the Paratransit Program. The CONTRACTOR shall provide the MCTD with the MDT Operator Training Program documents and shall update and provide documents annually or as requested.
- c. Mandatory Use. CONTRACTOR shall assure that each vehicle operator logs into the MDT, ensures that the System is functioning properly at the commencement of the vehicle operator's run or operation, and uses the MDT throughout his or her daily operation of a Revenue Vehicle. CONTRACTOR shall consistently monitor these requirements and shall enforce and remedy any failure of a vehicle operator to comply.
- d. Elements of Training. CONTRACTOR shall assure that all vehicle operators are specifically trained on the following tasks:
 - i. Logging onto the MDT
 - ii. Break logins;
 - iii. Reading the MDT display;
 - iv. Using the text messaging (canned messages) features of the MDT;
 - v. Using canned messages to communicate;
 - vi. Acknowledging data messages from dispatch;
 - vii. Performing ride events including arrival and departure;
 - viii. Navigation using the GPS features of the MDT;
 - ix. Reading and adhering to schedules on the MDT;

- x. MDT error messages
- xi. Reading and adhering to fare collection on the MDT; and
- xii. Logging out.

3. **Dispatcher Use and Training.**

- a. General Requirements. CONTRACTOR shall administer a Scheduling/Dispatching System Training Program. This Training Program shall include information on the purpose, objectives, capabilities, and key features of the Scheduling/Dispatching System; methods and procedures for monitoring late passenger trips, early departures, fare collection, service accidents and incidents; procedures for logging in by the dispatcher in the event of vehicle operator failure; and requirements for maintaining dispatch logs and incident logs.
- b. Training. CONTRACTOR shall ensure that each individual involved in dispatching is fully trained in the use of the Scheduling/Dispatching System and equipment, in accordance with the Dispatcher Training Program. The CONTRACTOR will ensure that communications on the Radio system is kept to a minimum by proper use of the MTDs and that all communications held over the radio are as concise and professional as possible. CONTRACTOR will also comply with any training required by the Marin Emergency Radio Authority (MERA) for operators' use of the radio system in the ADA Paratransit Program. The CONTRACTOR shall provide the MCTD with the Dispatcher Training Program documents and shall update and provide documents annually or as requested.
- c. Mandatory Use. CONTRACTOR shall require its dispatchers to log in or connect vehicle operators to the Scheduling/Dispatch System in the event a vehicle operator fails to take that action upon commencement of the vehicle operator's run or operations to the full capability of the Scheduling/Dispatch System, its equipment, materials, and components.
- d. Elements of Training. CONTRACTOR should provide training at hire and refresher training bi-annually for all Dispatchers. CONTRACTOR shall assure that all dispatchers are specifically trained on the following tasks:
 - i. Startup and shutdown of the TripSpark PASS application;
 - ii. Trip scheduling;
 - iii. Login and logout procedures;
 - iv. Monitoring and managing of service delivery (proper scheduling order, lateness avoidance, etc.);
 - v. Monitoring information flow to the MDTs;
 - vi. Understanding and controlling the map display;
 - vii. Voice call management;
 - viii. Data message management;
 - ix. Incident report management;
 - x. Handling emergencies; and
 - xi. Reporting mechanical issues to maintenance and assisting vehicle operators with the assessment of problems to ensure their accurate description.

4. **Call Center Personnel Use and Training**

- a. General Requirement. CONTRACTOR will handle all incoming requests for rides, eligibility, and information & referral seven (7) days per week.
- b. Staffing Levels. CONTRACTOR shall maintain, at a minimum, a staffing level in accordance with its Staffing and Personnel Plan. CONTRACTOR shall provide a complement of trained call center personnel during all hours of operations with the collective ability to communicate effectively in English and Spanish. If the CONTRACTOR's staffing proposal does not achieve the Contract

Performance Standards, the CONTRACTOR is required to staff up, at no additional cost to the MCTD, until the staffing level successfully maintains the quality standard.

c. **Scheduling.**

- i. Marin Access Paratransit Service is an advanced reservation service. Riders may reserve a ride up to seven (7) days in advance. However, in accordance with the Americans with Disabilities Act, riders may call as late as the close of business (5:00 pm) on the day before the requested trip to make a reservation. The CONTRACTOR may negotiate trip pick-up times with a passenger consistent with FTA guidance as provided in Circular 4710.1 section 8.4.5 and other FTA guidance and best practices as may be appropriate.
- ii. Non-ADA Demand Response services require a mix of advance or same day reservation service. Riders may reserve a ride on-demand or up to seven (7) days in advance.

d. **Training.** CONTRACTOR shall ensure that each individual involved in scheduling is fully trained in the use of the Scheduling/Dispatching System and equipment, in accordance with the Call Center Personnel Training Program.

e. **Mandatory Use.** CONTRACTOR shall require its call center personnel to log into to the Scheduling/Dispatch System upon commencement of their shift.

f. **Elements of Training.** CONTRACTOR should provide training at hire and refresher training bi-annually for all call center personnel. CONTRACTOR shall assure that all call center personnel are specifically trained on the following tasks:

- i. Startup and shutdown of the TripSpark PASS application;
- ii. Trip scheduling;
- iii. Login and logout procedures;
- iv. Monitoring and managing of service delivery (proper scheduling order, lateness avoidance, etc.); and
- v. Understanding and controlling the map display.

5. **Maintenance.**

a. **General Requirements.** CONTRACTOR will be responsible for the maintenance and repair of the Scheduling/Dispatch System, including all the equipment, materials, and systems therein, in accordance with industry standards and with the manufacturers' manuals, standards, specifications, and instructions for proper maintenance and repair. The MCTD shall be responsible for all modifications, major repairs, or replacement of MDT units.

b. **Annual Fees.** MCTD will be responsible for paying all costs associated with the annual licensing fees for the Scheduling/Dispatch System.

c. **Reporting.** CONTRACTOR shall be responsible for promptly reporting all Scheduling/Dispatch System maintenance problems to MCTD and recording such problems for tracking purposes. CONTRACTOR will make every effort to correct the maintenance problem as soon as feasible.

d. **User Logins.** CONTRACTOR shall maintain and provide, upon request, a list of all active users of the Dispatching/Scheduling System.

e. **Change of Equipment.** The MCTD may replace one or more components of the Scheduling/Dispatch System during the life of this Contract. CONTRACTOR will cooperate in any change of equipment and/or software and will ensure their staff are trained in the proper use of any new system put in place.

6. **Data Collection.** CONTRACTOR shall be responsible for regularly reviewing all information collected or reported on the Scheduling/Dispatch System, and for making all such information available to MCTD upon its request.

SEC. 406 ELIGIBILITY PLATFORM

1. General Requirements.

- a. Objectives of Eligibility Platform. The MCTD shall provide CONTRACTOR with the use of the Eligibility Platform that is designed to act as a repository for all eligibility and administrative data for Marin Access programs.
- b. CONTRACTOR Obligation to Utilize. CONTRACTOR is required to properly use MCTD's Eligibility Platform to perform eligibility and administration tasks for the Mobility Management Call Center. This software is to be accessed by the CONTRACTOR via the internet. CONTRACTOR is responsible for providing all desktop computers and related equipment to be used by call center personnel, dispatchers, and supervisors as well as primary and secondary internet connections
- c. Service Productivity. CONTRACTOR shall utilize the Eligibility Platform to perform tasks related to eligibility and administration.
- d. Reporting. CONTRACTOR will ensure complete and accurate data is input into the Eligibility Platform ensuring accurate monthly invoices and program statistics.
- e. Reporting of Malfunctions. In the event the Eligibility Platform malfunctions, the CONTRACTOR will work to resolve the issues through coordination with MCTD personnel and will notify the appropriate MCTD personnel of any effect on service delivery, monthly invoices, or statistical reporting. Failures affecting service delivery for the Mobility Management Call Center shall be reported to MCTD immediately.

2. Call Center Personnel Use and Training.

- a. General Requirement. CONTRACTOR will handle all incoming requests information and eligibility seven (7) days per week.
- b. Staffing Levels. CONTRACTOR shall maintain, at a minimum, a staffing level in accordance with its Staffing and Personnel Plan. CONTRACTOR shall provide a complement of trained call center personnel during all hours of operations with the collective ability to communicate effectively in English and Spanish. If the CONTRACTOR's staffing proposal does not achieve the Contract Performance Standards, the CONTRACTOR is required to staff up, at no additional cost to the MCTD, until the staffing level successfully maintains the quality standard.
- c. Intake and Eligibility. The eligibility process for Marin Access programs is available to all residents of Marin. Community members may submit eligibility applications via phone, online, or via paper application. The CONTRACTOR must complete eligibility determinations consistent with Marin Transit eligibility policies and the Americans with Disabilities Act as provided for in FTA Circular 4710.1 section 9 and other FTA guidance and best practices as may be appropriate.
- d. Training. CONTRACTOR shall ensure that each individual involved in eligibility is fully trained in the use of the Eligibility Platform and equipment, in accordance with the Training Program.
- e. Mandatory Use. CONTRACTOR shall require its call center personnel to log into to the Eligibility Platform upon commencement of their shift.
- f. Elements of Training. CONTRACTOR should provide training at hire and refresher training bi-annually for all call center personnel. CONTRACTOR shall assure that all call center personnel are specifically trained on the following tasks:
 - i. Startup and shutdown of the Eligibility Platform;
 - ii. Login and logout procedures;
 - iii. Inputting data & appropriate use of "views" related to Marin Access programs and services;
 - iv. Monitoring and managing of eligibility; and
 - v. Understanding and monitoring performance related reports.

3. Maintenance.

- a. General Requirements. CONTRACTOR will be responsible for use of the Eligibility system. The MCTD shall be responsible for all modifications, adjustments, or additions to the functionality of the Eligibility System.
 - b. Annual Fees. MCTD will be responsible for paying all costs associated with the annual licensing fees and upkeep of the Eligibility System.
 - c. Reporting. CONTRACTOR shall be responsible for promptly reporting all Eligibility system maintenance problems to MCTD and recording such problems for tracking purposes. CONTRACTOR will make every effort to identify and report the maintenance problem as soon as feasible.
 - d. User Logins. CONTRACTOR shall maintain and provide, upon request, a list of all active users of the Dispatching/Scheduling System.
 - e. Change of Equipment. The MCTD may replace one or more components of the Scheduling/Dispatch System during the life of this Contract. CONTRACTOR will cooperate in any change of equipment and/or software and will ensure their staff are trained in the proper use of any new system put in place.
4. **Data Collection.** CONTRACTOR shall be responsible for ensuring data integrity and reviewing all information collected or reported on the Eligibility System.

SEC. 407 PHONE SYSTEM

1. CONTRACTOR shall utilize the MCTD provided phone system and established phone numbers to perform all duties of the call center.
2. CONTRACTOR shall update and maintain the public facing messaging as directed by MCTD staff.
3. CONTRACTOR shall have personnel available to answer telephones from at least thirty (30) minutes prior to the first scheduled pick-up until operations end.
 - a. If Marin Access services are modified to begin earlier or later, or to end earlier or later than currently scheduled, the time period when passenger service is available shall be adjusted accordingly.
4. CONTRACTOR shall maintain an appropriate number of staff to operate the Marin Access Mobility Management Call Center.
 - a. CONTRACTOR shall add scheduling staff and telephone line(s) if MCTD determines that an unacceptable pattern or practice is established of service request callers being placed on "Hold" because insufficient personnel are available to answer telephones or handle dispatching duties. An unacceptable pattern or practice shall exist if more than five percent (5%) of callers are placed on hold for more than 180 seconds before personnel begin assisting the caller or the average initial hold time exceeds 120 seconds. Answering the telephone to ask the caller to remain on hold is not "assisting the caller." If any secondary holds are necessary, personnel shall check back with the caller at least once every minute.
5. CONTRACTOR shall maintain business office phones with a number different than the service request numbers.
6. CONTRACTOR personnel shall treat all passengers in a courteous and respectful manner consistent with the requirements of the ADA and good business practice. If MCTD determines that a pattern of indefensible passenger relations complaints is established, CONTRACTOR shall upgrade its passenger relations training program to MCTD's satisfaction and retrain its personnel as necessary to reduce complaints.

7. A minimum of one person must be available in the office during standard business to provide information in English and Spanish.

SEC. 408 ADVERTISING

3. **MCTD Rights and Responsibilities.** The MCTD shall be responsible for marketing, public relations, and advertising services for all Marin Access programs and services, and its decisions on all such matters shall be final. The MCTD shall establish the terms and conditions of any advertising, including the selection of advertising contractors. Proceeds of any advertisement shall be the sole property of the MCTD.
4. **CONTRACTOR Obligations.**
 - a. Cooperation. CONTRACTOR shall cooperate with MCTD in the implementation of MCTD's marketing and advertising activities.
 - b. Rider Alerts. CONTRACTOR shall be responsible for posting, or otherwise making available passenger information provided by MCTD.
 - c. Monitoring. CONTRACTOR shall monitor advertising installations and shall report to MCTD any quality concerns within forty-eight (48) hours of the time CONTRACTOR observes or should have observed that concern(s). This report should be supported by photos and include, to the extent possible, the estimated cost of any necessary repairs.

SEC. 409 CUSTOMER RELATIONS

1. **General Requirement.** CONTRACTOR will actively solicit information from customers for the purpose of continually improving customer satisfaction with the program. In fulfilling this requirement, CONTRACTOR shall perform the following tasks:
 - a. Provide timely and thorough input, when requested, on Marin Access marketing materials, Rider's Guides, Rider Surveys, and other public facing materials and information.
 - b. Participate in customer information sessions and/or workshops as requested by MCTD.
 - c. In conjunction with MCTD, participate in the Paratransit Appeals Committee when customers submit appeals regarding paratransit services (Suspension Appeals / Eligibility Appeals).
 - d. 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.
 - e. The Contractor will cause operators of vehicles and road supervisors to cooperate and comply with 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.
 - f. 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
 - g. 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.
 - h. Develop, implement, and administer a customer feedback procedure, which shall include monitoring calls for quality assurance and post-trip telephone calls to a sample of riders to solicit information about the quality of the ride. Customer feedback shall also include telephone and in-

person processing of customer complaints and commendations. All customer complaints and commendations are to be entered into MCTD's TransTrack system for tracking. In addition, CONTRACTOR may periodically be asked to perform a Customer satisfaction survey using sample size requirements and questions approved by MCTD.

- i. Provide management participation in and statistical reporting to regular customer oriented meetings, including the Marin Paratransit Coordinating Council, the Advisory Committee on Accessibility of the GGBHTD, the Marin Mobility Consortium, and the Housing and Transportation Committee of the Marin Commission on Aging.
 - j. Ensure that a bilingual Spanish-speaking staff person is available between 8 am and 5 pm to handle requests and complaints from Spanish-speaking customers and have the capability to provide translations for callers speaking other languages.
2. **Reasonable Modification Requests.** MCTD has designated a Reasonable Modification Coordinator to coordinate efforts of Marin Transit and Marin Access to comply with reasonable modification requirements including determinations of requests and handling complaints. CONTRACTOR will work with the MCTD Reasonable Modification Coordinator to provide modifications granted by the Coordinator. Further, CONTRACTOR may be asked to provide input on requested modifications prior to a grant determination being made.
3. **TITLE VI & ADA Complaints.** MCTD is dedicated to operating a transit system that serves people of all abilities and ensuring that no person is excluded from participation in, denied the benefits of, or discriminated against under its projects, programs or activities on the basis of race, color, creed, national origin, sex or age. Riders that believe they have been excluded from, denied the benefits of, or been subjected to discrimination due to their disability while using Marin Transit or Marin Access services are encouraged to report it to the Transit District. CONTRACTOR must be familiar with MCTD policy related to the Americans with Disabilities Act and Title VI. CONTRACTOR will work with MCTD to review ADA / Title VI complaints where appropriate and to direct riders to MCTD policy and information in order to submit ADA / Title VI complaints.

SEC. 410 COOPERATION WITH OTHER AGENCIES AND CONTRACTORS.

1. **Integration with Other Services.** CONTRACTOR will coordinate their services with other providers to the fullest possible extent, including scheduling of trips and transfers between other paratransit and fixed route transit services. This coordination will include information and referral services for clients as well as coordination planning with other agencies and provide information to riders about other MCTD programs. All CONTRACTOR staff working on this project must be educated on the history of MCTD, the nature of their contracts for transportation in Marin, and all programs available through Marin Access. Additional information or assistance with referrals to other services may be requested as new technology is incorporated into MCTD's program. The CONTRACTOR will cooperate with adjoining transit operators in the provision of Regional Paratransit service between operator service areas and will coordinate with adjoining paratransit operators to arrange inter-operator transfers of passengers or continuing travel between origins and destinations beyond GGBHTD designated ADA complementary paratransit service area, as needed.

ARTICLE 5—COMPENSATION AND COMMERCIAL TERMS

SEC. 501 COMPENSATION TO CONTRACTOR

1. **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 TBD> to this Contract.
2. **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 TBD>. 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 TBD>.
3. **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 MCTD for work not performed.
4. **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 MCTD or the CONTRACTOR) and replacing vehicle components and parts as necessary; (c) all costs of maintaining and repairing the Equipment provided by the MCTD; (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 MCTD); (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) the cost of fuel for the Support Vehicles; (i) all costs associated with the administration and enforcement of warranties; and (j) all costs associated with the removal of hazardous materials.
 - 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 306.
5. **Fixed Price Obligations.** CONTRACTOR'S Fixed Monthly Fee and Revenue Hour Rates set forth in <Attachment TBD> 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 305E. 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 MCTD allow an adjustment in its Fixed Monthly Fee or Service Hour Rate. The MCTD

is not obligated to agree to such a request, but will review, discuss, and consider any such request in good faith.

6. **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.
7. **Total Cost Summary Information.** The CONTRACTOR'S Detailed Base Year and Option Year Price Forms information may be used by the MCTD and the CONTRACTOR for the following purposes: (a) determination of disputes over costs or invoices; (b) determination of costs associated with change orders, service changes, or Contract amendments; (c) resolution of claims; (d) audits by the MCTD or other Federal or State agencies with audit authority; and (e) other Contract oversight purposes determined appropriate by the MCTD in its discretion.

SEC. 502 INVOICES

1. **In General.** During the term of the Contract, CONTRACTOR shall submit monthly invoices to MCTD's Accounts Payable office, in the format prescribed by MCTD, with appropriate documentation in accordance with this Section.
2. **Billing Process.**
 - a. **Invoice.** CONTRACTOR shall submit an invoice to 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 (as documented by the TransTrack Hours & Miles Report); 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 any fares collected as required by Section 313.
 - c. **Payment.** Subject to subsection C hereof, the MCTD shall make payment according to its semi-monthly check run schedule (available upon request).
 - d. **Progress Payment.** Subject to documented need for funds to allow for timely payments to employees and vendors, MCTD may make a progress payment of up to \$250,000 per month to reduce or eliminate CONTRACTORS need to borrow funds.
 - e. **Reservation of Rights.** The MCTD reserves the right to obtain from the CONTRACTOR any information needed to support any charges included in an invoice.
3. **Direct Costs.** In addition to fixed contract fees and the variable rate, Contractor may invoice MCTD monthly for direct costs incurred per terms below.
 - a. **Invoice.** Contractor shall submit an invoice to MCTD for each month of service by the 10th of the following month. The invoice shall set forth the applicable reimbursable amounts for pre-approved costs.
 - b. **Direct Costs.** Direct costs include Volunteer Driver Program reimbursements and other pre-approved items.
 - c. **COVID-19 Pandemic Related Costs.** Costs associated with the COVID-19 pandemic, including cleaning services and supplies must be pre-approved by MCTD and include supporting documentation. MCTD will work with Contractor to establish the appropriate level of cleaning and associated costs based on current conditions.

- d. Storage Shed and Port-a-let Related Costs. Costs associated with the provision of storage sheds and/or port-a-let facilities at the parking facilities that are invoiced to MCTD must include supporting documentation.
 - e. Payment. Subject to subsection C hereof, the MCTD shall make payment according to its semi-monthly check run schedule (available upon request).
 - f. Progress Payment. Subject to documented need for funds to allow for timely payments to employees and vendors, MCTD may make a progress payment of up to \$250,000 per month to reduce or eliminate CONTRACTORS need to borrow funds.
 - g. Reservation of Rights. The MCTD reserves the right to obtain from the CONTRACTOR any information needed to support any charges included in an invoice.
4. **MCTD Review.** If 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 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 MCTD within the identified time, MCTD will withhold payment of the disputed amount and make payment of any undisputed amount due.
5. **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.), 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 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 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, 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 MCTD is subject to resolution under Section 509.
5. **Compensation Premium for Bilingual Staff.**
- a. Marin Transit will assist Contractor's efforts to retain staff who have demonstrated bilingual (Spanish/English) skills to improve the customer service experience for Marin Transit's passengers. Marin Transit will pay Contractor a quarterly supplemental payment to cover the cost of the premium pay for individual bi-lingual drivers, if the following conditions are met:
 - b. Driver or provider demonstrates that they have at least a B1 (intermediate) level of fluency and this fluency can be documented/certified.
 - c. Driver or provider must be paid at least a \$1.00 premium beyond the standard wage rate that they would otherwise qualify for based on the contractor's wage structure.

- d. Contractor must maintain records that verify each qualifying staff member's hours worked.
- e. Marin Transit will pay \$1.50/hour premium for hours worked in each quarter by qualifying drivers.

6. **Address for Invoices.** Invoices for payment shall forwarded to:

Accounts Payable
Marin Transit
711 Grand Avenue #110
San Rafael CA 94901
ap@marintransit.org

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

6. **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 306 hereof.

SEC. 503 LIQUIDATED DAMAGES

1. **Notification and Imposition of Liquidated Damages.** To emphasize the need for high quality transit services at all times, the MCTD establishes and enforces the following system of financial penalties (liquidated damages) to be imposed upon CONTRACTOR for various infractions as described here. Liquidated damages shall be assessed each month for the previous month, except as noted. Due to the nature of the services to be rendered, the CONTRACTOR and MCTD agree that it is extremely difficult to ascertain actual damages that may result from failure on the part of the CONTRACTOR to perform any of its contractual obligations. Therefore, the CONTRACTOR's liability shall be limited to and fixed at the sums stated in this section, as liquidated damages. Liquidated damages shall not be assessed for occurrences beyond the CONTRACTOR's control.
- 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.
- d. Adjustments to Liquidated Damages. The MCTD reserves the right through Amendment to this Agreement, to make adjustments and modifications to the Liquidated Damages thresholds, standards, and assessment amounts during the Agreement Term.

2. 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. 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.

3. Response by CONTRACTOR.

- a. 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 511. 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.
- b. 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.

4. Agreement of CONTRACTOR.

- a. 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.

5. 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	Assessed Amount
1) Late Pull Out for shift (>10 minutes)	\$250 per occurrence
2) Paratransit Trips where the driver arrives >20 minutes late	\$500
3) More than 5 Verified Complaints per Month	\$100 per additional complaint
4) Failure to Submit Reports	\$100 per report
5) Falsification of Reports	\$1,000
6) Failure to Properly Input or Maintain Data in TransTrack	\$150 per occurrence
7) Heating or Air Conditioning Failure in Service	\$100
8) Unsafe Operation of Vehicle	\$100
9) Negligence or Misuse of Marin Transit or GGBHTD Facilities	\$1,500

Description of Violation	Assessed Amount
10) Reckless or Dangerous Operation of MCTD or GGBHTD Vehicle	\$1,500
11) Use of Cell Phone during Vehicle Operation	\$1,500
12) Operator / Call Center Staff Discourtesy	\$100
13) Operator not Wearing Seatbelt during Vehicle Operation	\$100
14) Operators not Adequately Trained or Failing to Properly Operate Mobile Data Terminals Including Failed Inputs such as Performing Arrivals and Departures	\$100
15) Operators not Adequately Trained or Failing to Properly Collect and Input Passenger Fares	\$100
16) Schedules or Complaint Cards Not Available on Vehicles	\$100
17) Rider Alerts/ Posters not Posted on Vehicles	\$100
18) Radio Communication Not Maintained	\$100 per occurrence after two warnings
19) ADA Related Operator Error, e.g., Failure to properly secure wheelchair	\$500
20) Negligence of CONTRACTOR Staff Resulting in Serious Injury to Passengers	\$500
21) Failure to provide audio or video footage in the event of an incident, accident, or request by MCTD or GGBHTD	\$150 per occurrence

Maintenance Liquidated Damages

Description of Violation	Assessed Amount
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1) Failure to Complete Scheduled Inspection/Oil Change/Lube Intervals/Engine Tune-Ups On-time	\$250
2) Failure to Maintain Clean Vehicles	\$100/day
3) Failure to Complete Preventive Maintenance of Air Conditioning	\$100
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 or Report Operational Issues or Failures of MDT or Camera systems	\$150 per occurrence
7) Not Maintaining Clear Vehicle Maintenance Records	\$500
8) Not Providing Maintenance Reports to Marin Transit	\$100
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 Keep Glass and Windows in Proper Condition	\$100

6. **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. 504 PERFORMANCE MINIMUMS

1. **General Requirement.** Minimum performance standards are to be maintained throughout the term of the contact. The following metrics represent the minimum standard for performance:

Performance Standard	Minimum
Service Standards	
Capacity Denials	0
Local Paratransit Productivity (passengers/rev. hour)	2.0
Regional Paratransit Productivity (passengers/rev. hour)	1.0
Non-ADA Service Productivity (passengers/rev. hour)	3.0
At Fault Accidents / Incidents (per 100,00 miles)	< 2
Road Calls (per month)	< 3
Valid Complaints (per 10,000 rides)	< 10
On Time Performance (Each Service Separately)	>=90%
Missed Trips	< 2%
No Shows (% of performed trips)	< 2.0
On-Time Preventative Maintenance Inspections	80%
Call Center Standards	
Average Hold Time	< 2 min
Average Eligibility Processing Time	5 days
Minimum Percentage of Hours where Hold Time < 2 min	70%
Minimum Percentage of Hours where Hold Time < 4 min	90%

2. MCTD acknowledges that a settling in period is necessary to make adjustments to best suit the needs of this service. No incentives or disincentives will be applied during Fiscal Year 2021-2022 while actual service data is captured and evaluated. At the end of this Fiscal Year, MCTD and CONTRACTOR will meet to review the actual system data, and potentially modify the performance standards required, which upon agreement will be included in the contract as an amendment to be the standard going forward for the remainder of the contract. This will include an assessment of the impact on service by the deadhead from the newly provided facilities to understand if an adjustment should be made based on actual service data gathered during this period.

SEC. 505 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 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 in accordance with Section 21 of FTA's Master Agreement and in accordance with FTA Circulars 5010.1D and 9030.1D.

SEC. 506 INSURANCE

1. **Mandatory Insurance Policies.** Before providing services under this CONTRACTOR, CONTRACTOR shall acquire and maintain the following insurance coverage for the term of this CONTRACTOR from an insurer acceptable to Marin Transit. The limits of this insurance are not to be construed as a limit of CONTRACTOR's liability under this agreement. Vehicles must be insured to replacement value.

- a. Commercial General Liability.

- i. *Minimum Scope of Insurance.* Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent. MCTD must review a non-ISO form prior to acceptance of the CONTRACTOR.

The policy shall include but not be limited to: premises and operations; contractual liability covering indemnity provisions contained in the Contract; personal injury; explosion, collapse and underground coverage; products and completed operations and broad form property damage. The policy shall contain a waiver of subrogation in favor of MCTD and GGBHTD.

- ii. *Mandatory Policy Contents or Endorsement Provisions.* MCTD, and the public entity awarding the CONTRACTOR if other than MCTD, and their officials, employees and volunteers, as well as GGBHTD, and their officials, employees, agents, and volunteers, shall be named as additional insured parties on the face of all policies when service is contracted with a non-governmental agency, for liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and/or Premises owned, leased or used by CONTRACTOR. The coverage shall contain no special limitations to the scope of protection afforded to MCTD, GGBHTD, and their respective officials, employees, agents, or volunteers. In cases of contracted service being provided by a governmental agency with self-insurance or at MCTD's discretion, provide a letter shall be provided signed by a duly authorized representative of the governmental agency to that effect to MCTD's General Manager, with a carbon copy (cc) sent to GGBHTD's General Manager, acknowledging that said governmental agency will cover MCTD and GGBHTD, in cases of any liability on the part of said transit operator.

CONTRACTOR's insurance coverage shall be primary, and any insurance or self-insurance maintained by MCTD, GGBHTD, and their respective officials, employees, and volunteers or other insureds shall be in excess of the CONTRACTOR's insurance and shall not contribute with it. The coverage shall state that CONTRACTOR's insurance shall apply separately to

each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The CONTRACTOR shall provide written confirmation that MCTD and GGBHTD are named as an additional insured on the policy for all activities engaged in by CONTRACTOR under the terms of this CONTRACTOR. The CONTRACTOR shall provide Marin Transit with notice upon any receipt of any claim.

- iii. *Minimum Limits of Insurance.* Subject to the option and agreement of MCTD, CONTRACTOR shall maintain limits of no less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. Automobile Liability Coverage

- i. *Minimum Scope of Insurance.* Coverage shall be at least as broad as the Insurance Services Office (ISO) form number CA 0001 (Ed. 1/87), or its equivalent, covering automobile liability Code 1 "any auto".
- ii. *Mandatory Policy Contents or Endorsement Provisions.* Policy is to include ISO endorsement form CA 0029. Automobile liability is to cover all vehicles owned, leased, hired or borrowed by CONTRACTOR. The policy must include as additional insureds MCTD, GGBHTD, and their respective officials, employees, agents, or volunteers, and shall contain no special limitations to the scope of protection afforded to MCTD, its officials, employees or volunteers.

CONTRACTOR'S insurance coverage shall be primary, and any insurance or self-insurance maintained by MCTD, GGBHTD, and their respective officials, employees and volunteers or other insureds shall be in excess of the CONTRACTOR's insurance and shall not contribute with it. The coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- iii. *Minimum Limits of Insurance.* Subject to the option and agreement of MCTD, CONTRACTOR shall maintain limits of no less than Five Million Dollars (\$5,000,000) combined single limit per accident for bodily injury and/or property damage.

c. Automobile Physical Damage Insurance for Vehicles

- i. Auto (bus) physical insurance to cover the vehicles used in this contract. Such Vehicles will be insured at 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. MCTD and GGBHTD shall be named Loss Payee under the policy and CONTRACTOR shall also pay any deductibles included on such insurance policy. The policy should include a waiver of subrogation in favor of the MCTD, the GGBHTD, and their respective representatives.

d. Workers' Compensation and Employers' Liability Insurance

- i. *Minimum Scope of Insurance.* Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- ii. *Mandatory Policy Contents or Endorsement Provisions.* Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability insurance.

A waiver of subrogation endorsement must accompany each policy required under this section, stating:

“It is understood and agreed the Company waives any right of subrogation against the Marin County Transit District, the GGBHTD and their respective representatives which might arise by reason of any payment under this policy for work performed by Assured under the Contract.”

- iii. *Minimum Limits of Insurance.* CONTRACTOR shall maintain limits no less than Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.

2. **Effective Dates, Cancellation, and Limits Diminution of Mandatory Insurance Policies.** All required insurance policies shall be in effect until final acceptance of CONTRACTOR's work by MCTD and shall provide that they may not be canceled or materially diminished in limits without first providing MCTD with thirty (30) days written notice of intended cancellation or diminution. If CONTRACTOR fails to maintain the required insurance, MCTD may secure insurance and deduct the cost from any funds owing to CONTRACTOR. The policies of insurance CONTRACTOR is to provide under this agreement shall be for a period of not less than one year.
3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII if admitted. A non-admitted insurer shall have a Best's rating of no less than A-X.
4. **Applicability to Subcontractors.** In addition to the above policies, if CONTRACTOR hires a subcontractor under this Contract, CONTRACTOR shall require subcontractor to provide insurance identical to the coverage required under this Contract, except as specified below, and shall require subcontractor to name CONTRACTOR, the MCTD, and the GGBHTD as additional insureds under its Contract. Certificate(s) of Insurance(s) and original endorsement(s) providing such coverage shall be provided to MCTD.

Should CONTRACTOR enter into Contract or assign work contemplated under this Contract to a taxi company or other provider that utilizes smaller vehicles (such as sedans, station wagons, or minivans) in the provision of transportation services, all provisions of the above paragraph shall apply but the Business Automobile Liability Insurance limits for each occurrence may be reduced to One Million Dollars (\$1,000,000) per occurrence. This is subject to the approval of MCTD.

5. **Deductibles and Self-Insured Retentions.** Except as otherwise provided in this Contract, any deductibles or self-insured retentions must be declared to and approved by MCTD. CONTRACTOR shall be solely responsible for all deductibles or self-insured retentions, if any.
6. **Verification of Coverage.** CONTRACTOR shall furnish MCTD and the GGBHTD with Certificate(s) of Insurance and with original endorsement(s) affecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person that insurer is authorized to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by MCTD or on forms received and approved by MCTD before work commences. MCTD reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 7. Failure to Procure and Maintain the Required Insurance.** CONTRACTOR shall not render services under the terms and conditions of this Contract unless each type of required insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance and endorsement(s) to MCTD as required. If CONTRACTOR fails to procure and maintain the required insurance, MCTD may do so, and the premiums of such insurance shall be paid by CONTRACTOR to MCTD upon demand. The policies of insurance CONTRACTOR is to provide under this Contract shall be for a period of not less than one year and proof of required coverages shall be provided annually. CONTRACTOR acknowledges that failure to maintain the insurance coverage as described herein at any time during the term of this Contract constitutes a material breach of this Contract.

In the event that CONTRACTOR receives any notice of cancellation, cessation or suspension of coverage, if shall immediately notify MCTD.

Marin Transit and CONTRACTOR specifically agree and acknowledge that, should CONTRACTOR's insurance coverage lapse for any reason during the term of this agreement and/or any extension thereof, such lapse shall be grounds for immediate termination of this contract by Marin Transit.

- 8. Additional Coverage or Endorsements.** MCTD has the right to request additional coverages and/or endorsements on the insurance as MCTD deems necessary. The amounts, insurance policy forms, endorsement(s) and insurer(s) issuing the insurance shall be satisfactory to MCTD and GGBHTD.
- 9. Certificate of Insurance.** Prior to the commencement of the term of the Agreement, and prior to commencement of service by the CONTRACTOR or of the CONTRACTORS subcontractors or agents, Contractor and its contractors, subcontractors and agents shall deliver to MCTD a Certificate of Insurance which shall indicate compliance with the insurance requirements of this Section and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to MCTD.

This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" ratings of B+ and with minimum policyholder surplus of Twenty-five Million dollars (\$25,000,000). All policies shall be issued in a form satisfactory to the General Manager of the MCTD and shall be issued specifically as primary insurance over and above any insurance that MCTD may carry. The insurer shall agree that its policy for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the MCTD.

SEC. 507 INDEMNIFICATION

- 1. General Requirement.** Contractor agrees to indemnify, keep and save harmless MCTD and GGBHTD, their successors and assigns, and their respective directors, officers, agents and employees (collectively, "Indemnitees") against any and all suits, claims or actions arising out of any injury or injuries to, or death or deaths of, persons or property that may occur, or that may be alleged to have occurred, from any cause or causes whatsoever, while in, upon, about, or in any way connected with the use of the Property by Licensee, its agents, employees, contractors, subcontractors or invitees. Provided, however, that the foregoing shall not apply to any claims for loss, damage, injury or liability caused by the sole negligence or

willful misconduct on the part of an Indemnitee. Contractor further agrees to defend (with counsel satisfactory to MCTD and GGBHTD) any and all such actions, suits or claims, and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith, and if any judgment be rendered against the Indemnitees in any such action, Contractor shall, at its expense, satisfy and discharge the same. Contractor waives any and all rights to any type of express or implied indemnity against Indemnitees arising out of Contractor use of the Property. This indemnity shall survive the termination of this Agreement. If any term of this indemnity provision is found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.

In addition, Contractor and its subcontractors and agents shall release, defend (with counsel satisfactory to MCTD and GGBHTD) and indemnify MCTD and GGBHTD from and against all liability, costs or expense resulting from Contractor its contractors, subcontractors and agents failure to obtain required authority, permits and licenses from other governmental agencies, including but not limited to authorized permits from the California Public Utility Commission. This section survives the termination of the Agreement.

2. **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 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 MCTD notifies CONTRACTOR that it elects to be represented by counsel of its own selection in connection with any such claim. If MCTD elects to be represented by its own counsel, 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 and the GGBHTD as to all correspondence and proceedings in respect to any claim as to which indemnity is sought and to consult with MCTD and the GGBHTD with respect to all matters relating to any claim.

SEC. 508 DISCLAIMER OF LIABILITY

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

SEC. 509 TERMINATION FOR CONVENIENCE

1. **In General.** The performance of work under this Contract may be terminated by MCTD in accordance with this Section in whole, or from time to time in part, whenever MCTD determines that such termination is in the best interest of MCTD. 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.
2. **Actions Following Termination Notice.** Upon receipt of a notice of termination, and except as otherwise directed by 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 MCTD in the manner, at the times, and to the extent directed by 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 MCTD, to the extent MCTD may require, which approval or ratification shall be final for all the purposes of this Section; (6) transfer title to MCTD and deliver in the manner, at the times, and to the extent, if any, directed by 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 that, if the Contract had been completed, would have been required to be furnished to 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 MCTD may direct, for the protection and preservation of the property related to the Contract that is in the possession of CONTRACTOR and in which MCTD has or may acquire an interest. Payments by 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.

SEC. 510 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 509 and Section 511, respectively.

SEC. 511 TERMINATION FOR DEFAULT

1. **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.
2. **Opportunity to Cure.** If MCTD determines that an event of default has occurred, 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 MCTD may, in its sole discretion, provide an additional period for cure if CONTRACTOR demonstrates to the satisfaction of MCTD that there is a reasonable likelihood that such additional time will allow CONTRACTOR to effectuate a cure.
3. **Procurement by MCTD.** If MCTD terminates this Contract in whole or in part as provided in subsection A of this Section, MCTD may procure, upon such terms and in such manner as MCTD may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to MCTD for costs associated with the termination of this Contract and the procurement of replacement services by MCTD, and also for any costs of the replacement supplies or services that are in excess of what 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 MCTD are subject to resolution pursuant to Section 509 of this Contract.

4. **Force Majeure.** CONTRACTOR shall not be liable for any failure to perform if CONTRACTOR demonstrates to the satisfaction of MCTD that the failure to perform the Contract was due to events that were beyond the control and without the fault or negligence of CONTRACTOR and that 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, the imposition of unforeseeable governmental measures to control the COVID-19 pandemic as of the date of Contract (for example, the Parties specifically agree that the imposition of another governmental Shelter in Place order that prohibits the use of public transit for some categories of non-essential riders -- such as the March 16, 2020 County of Marin Shelter in Place Order -- is unforeseeable at this point in time), or other natural disasters, but do not include labor-related incidents, such as strikes or work stoppages. An example of an event that does not qualify as a *Force Majeure* event is a foreseeable government measure to control the COVID-19 pandemic such as mandatory vaccination requirements for bus drivers, more strict social distancing requirements, or more strict mask requirements.
5. **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. 512 CANCELLATION OF CONTRACT

In any of the following cases, MCTD shall have the right to cancel this Contract without expense to 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 MCTD has not approved the assignment of this Contract to the new owner or controlling entity. This section shall not be construed to limit MCTD's right to terminate this Contract for convenience or default, as provided in Sections 511.

SEC. 513 SECTION 13(c) OBLIGATIONS

1. **In General.** Except as provided in subsection B of this Section, 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 MCTD's July 6, 2000 and March 27, 2003 13(c) Arrangements.
2. **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 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 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 MCTD or take any action that is contrary to the interests of 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 MCTD (including attorneys' fees) associated with any 13(c) claims or delays in the receipt of Federal grants.

SEC. 514 CONTRACTOR USE OF MCTD / GGBHTD RESOURCES

1. **In General.** Contractor shall use MCTD / GGBHTD resources only for the purposes stated in <Attachment TBD>.

ARTICLE 6—ADMINISTRATIVE AND MISCELLANEOUS PROVISIONS

SEC. 601 REPORTING

1. **CONTRACTOR Obligation.** In order to document services provided under the Contract, CONTRACTOR shall maintain all records requested by MCTD and as required for good business practices as detailed in Attachment I – Marin Access Reporting Requirements. 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 MCTD to examine all data and records related to this Contract upon request or according to scheduled reporting periods.
2. **Management Level Reporting.** CONTRACTOR shall provide management level reporting to 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 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.
3. **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. TripSpark PASS) on a regular basis to the system. Additional manual inputs such as vehicle maintenance and customer service records will be added daily by CONTRACTOR.
4. **Required Reports.** CONTRACTOR is required to provide all of the reports described in this section and in Attachment I – Marin Access Reporting Requirements 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.
 - a. **Ridership Reports.** A summary of actual revenue hours for each month from MCTD's TransTrack software will be included with the CONTRACTOR's invoice. This report should be submitted within ten (10) working days after the end of the month.
 - b. **Trip Denials/Missed Trips.** Trip denials, number of missed trips, and detailed documentation for each instance should also be reported monthly as these are requirements of the FTA Triennial Audit. This report should be submitted within ten (10) working days after the end of the month.

- c. 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 or GGBHTD on a random announced or unannounced basis. This report should be submitted within ten (10) working days after the end of the quarter.
 - d. 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.
 - e. Passenger Complaints/Commendations. Passenger complaints and commendations will be entered directly into TransTrack software on an as received basis. A monthly summary with detailed documentation regarding the resolution of each complaint should be within ten (10) working days after the end of the month.
 - f. 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. Denied trips (including trips that did not occur due to contractor lateness) or major incidents should also be reported to Marin Transit immediately via email or phone call to Marin Transit staff.
 - 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. 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 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.
 - i. Disadvantaged Business Enterprise Participation Report. Semi-annual reports on the participation of any subcontractors that are DBE certified, no later than November 15 and May 15.
 - j. Special Reports. CONTRACTOR shall prepare and provide any special reports, or more detailed information, as requested by MCTD.
5. **Meetings.** CONTRACTOR shall meet with MCTD Project Managers as described in Attachment K – Marin Access Meeting List 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 MCTD is contemplating the purchase of new equipment or systems or is preparing to make significant planning decisions.

6. **Federal Triennial Reviews and NTD Reviews.** CONTRACTOR will participate in Federal Triennial Reviews pertaining to MCTD or the GGBHTD. This will include NTD audits and Drug and Alcohol Program Reviews.

SEC. 602 COMPLAINT RESOLUTION

1. **Customer Complaints.**

- a. Intake of Complaints. CONTRACTOR will be responsible for the intake of comments from the customers and for ensuring all comments are input into the TransTrack system. If a complaint is lodged through the MCTD administrative office, 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;
 - i. passenger contact information;
 - ii. investigation, follow-up, and investigative reports;
 - iii. audio and video documentation where available; 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.

2. **Title VI and ADA Complaints.**

- a. Required CONTRACTOR Process. CONTRACTOR shall ensure that any passengers with a complaint that may be Title VI or ADA related are aware of their right to file a Title VI or ADA complaint and that all such complaints are directed to the MCTD Civil Rights Officer for investigation. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI or the ADA may file a complaint. Information on MCTD's Title VI Civil Rights Program is available at www.marintransit.org/titlevi.html. Information on MCTD's ADA Program is available at <https://marintransit.org/reasonable-modification>.
- b. Filing of Complaints. Passengers may file a complaint in writing using the Title VI Complaint Form available at <https://marintransit.org/titlevi> or the ADA Complaint Form available at <https://marintransit.org/reasonable-modification>. Both forms are available in English and Spanish. The Forms are available in accessible formats upon request to MCTD. Verbal complaints will be accepted and transcribed by the Civil Rights Officer. Those passengers who prefer to make a verbal complaint can call (415) 226-0855 or TDD 711.
- c. Complaint Investigation. CONTRACTOR will cooperate fully with MCTD's efforts to complete an investigative report for each Title VI or ADA complaint received. CONTRACTOR will comply with any MCTD findings and recommendations based on the conclusions of the report.

SEC. 603 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 MCTD Project Manager within one (1) hour after CONTRACTOR learns of such event. CONTRACTOR shall report all media inquiries or media on scene to MCTD's Project Manager immediately. CONTRACTOR shall, if requested by MCTD, follow up with specific details from the accident or incident investigation within three (4) 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. In the event that the accident or incident occurs on a GGBHTD owned vehicle or during the operation of Regional Service CONTRACTOR shall notify the designated GGBHTD representative and MCTD Project Manager following the protocol described above.

SEC. 604 AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that MCTD, GGBHTD, 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 MCTD has made final payment and all other pending matters are closed. In addition, CONTRACTOR shall assist and cooperate with MCTD in the audit and monitoring of all program requirements, including EEO compliance, Drug and Alcohol compliance, and Safety/Security compliance, and shall permit MCTD and GGBHTD to perform on-site inspections of CONTRACTOR's procedures and programs.

SEC. 605 OWNERSHIP OF DOCUMENTS

CONTRACTOR agrees that any and all information, in oral or written form, whether obtained from 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 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 MCTD.

SEC. 606 REPLACEMENT SERVICES

1. Plan and Response.

- a. CONTRACTOR Plan. In the event that CONTRACTOR is unable, due to any event not caused by MCTD or not constituting a *Force Majeure* event under Section 511 of this Contract, to provide services in full compliance with the requirements of this Contract, CONTRACTOR shall deliver a plan to 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 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) MCTD terminates CONTRACTOR and obtains a permanent replacement contractor.
2. **Liability; Limits on Compensation.** If MCTD utilizes replacement services under this Section, CONTRACTOR shall be liable to 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 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.
3. **Savings Clause.** Any action taken by MCTD pursuant to this Section in response to CONTRACTOR’s failure to perform shall not preclude MCTD from subsequently finding CONTRACTOR in default of this Contract for the same or any related failure to perform.

SEC. 607 CONTINUITY OF SERVICES

1. **CONTRACTOR Obligation.** CONTRACTOR recognizes that the services under the Contract are vital to MCTD and must be continued without interruption and that, upon Contract expiration or termination, another entity, either MCTD or another provider, may continue those services. CONTRACTOR agrees to: (1) fully cooperate in any procurement process conducted by MCTD; (2) furnish phase-in training for the new contractor; and (3) exercise its best efforts and cooperate to affect an orderly and efficient transition to the subsequent provider (including, the provision of access to Revenue Vehicles, coordination of equipment transfers, policy and procedural documents, and related actions).
2. **Transition Requirements.** CONTRACTOR shall, upon 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 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.
3. **Compensation.** CONTRACTOR shall be reimbursed for all reasonable phase-in, phase-out costs that are incurred and not compensated by 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, MCTD may, in accordance with Section 402F, withhold any amount from the final invoice to CONTRACTOR determined by MCTD to be due by CONTRACTOR to 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. 608 EMERGENCIES

1. **Emergency Operations Plan.** CONTRACTOR shall develop, implement, and maintain an Emergency Operations Plan to respond to emergencies and routine problems that may occur. Written procedures and processes must be approved by MCTD thirty (30) calendar days prior to the start of service and be updated annually. The occurrences that should be covered by the Plan include:
 - a. Passenger injuries;
 - b. Deaths;
 - c. Disturbances;
 - d. Illnesses;
 - e. Vehicle failures;
 - f. Inclement weather;
 - g. Accidents;
 - h. Detours;
 - i. Employee Injuries; and
 - j. Security Incidents.
2. **Continuity of Operations Plan.** CONTRACTOR shall prepare and maintain during the term of the Contract a Continuity of Operations Plan (COOP) that complies with Federal Preparedness Circular 65 dated June 15, 2004 (FPC 65), updated annually. CONTRACTOR shall also assist MCTD in developing and maintaining emergency planning efforts including emergency preparedness and disaster recovery planning.
3. **Emergency Preparedness Plan.** CONTRACTOR shall develop, implement, and maintain an Emergency Preparedness Plan and submit to MCTD on an annual basis. At a minimum, the Plan shall address:
 1. The ability to prioritize service requests to manage resources during an emergency.
 2. Intra-agency and interagency communication systems. Backup capabilities for communications, dispatch, and power supply, and access to fuel resources.
 3. A plan to support the needs of individuals with access and functional needs.
 4. A plan to support staffing demands for expanded operations and identification of essential personnel.
 5. 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.
 6. A process and supporting resources to ensure that staff will report to work during a disaster.
 7. Anticipating hours of service rules that apply to drivers holding a commercial driver's license.
 8. Procedures for complete documentation of services provided.
 9. After action evaluation of CONTRACTOR emergency response and application of lessons learned.

SEC. 609 DISPUTES

1. **Applicability.** Any dispute between CONTRACTOR and MCTD relating to the implementation or administration of this Contract shall be resolved in accordance with this Section.
2. **Informal Resolution.** The Parties shall first attempt to resolve the dispute informally in meetings or communications between CONTRACTOR and MCTD Project Managers. If the dispute remains unresolved fifteen (15) Days after it first arises, CONTRACTOR may request MCTD Director of Operations and Planning to issue a recommended decision on the matter in dispute. The MCTD Director of Operations and Planning shall issue the recommended decision in writing within thirty (30) Days and provide a copy to CONTRACTOR.

3. **Interim Review.** If CONTRACTOR contests the recommended decision of MCTD Director of Operations and Planning, CONTRACTOR shall provide its reasons for contesting the decision and the decision shall be reviewed by the General Manager, who may modify or confirm the decision. The MCTD General Manager may, upon request of CONTRACTOR, review the action of the Director of Operations and Planning and may modify or confirm the Director of Operations and Planning's recommended decision.
4. **Review by MCTD Governing Body.** The recommended decision of 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 MCTD Governing Body. In connection with any such review, CONTRACTOR and 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 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 Superior Court of the County of Marin, the parties may mutually agree to mediate the dispute.
5. **CONTRACTOR Responsibility.** Pending final resolution of a dispute under this Section, CONTRACTOR shall proceed diligently with performance in accordance with this Contract and MCTD's recommended decision.

SEC. 610 INSPECTION OF WORK

1. **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 MCTD to the extent practicable at all times and places during the term of this Contract. All inspections by 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 that 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.
2. **Corrections and Adjustments.** If any work performed is not in conformity with the requirements of the Contract, MCTD shall have the right to require CONTRACTOR to perform the work again in conformity with such requirements at no cost to MCTD. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, 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, 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 MCTD that are directly related to the performance of such work, or terminate the Contract for default as provided in Section 410.

SEC. 611 SUBCONTRACTING OF CONTRACT WORK AND TRANSFER OF INTERESTS

1. **Requirement for MCTD Approval.** CONTRACTOR may not enter into any subcontract without the prior written approval of MCTD, which will not be unreasonably withheld. In any case in which CONTRACTOR

desires to subcontract, it shall provide 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 MCTD a party to such subcontract, giving the subcontractor privity of contract with MCTD, or subjecting 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 MCTD must be through CONTRACTOR.

2. **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.
3. **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 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 R.
4. **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 MCTD.

SEC. 612 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. 613 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. 614 LACK OF FUNDS

1. **Funding Requirement.** Entering into the Contract is subject to receipt by MCTD of local and Federal funds adequate to carry out the provisions in full.
2. **Cancellation or Reductions.** The MCTD may cancel or reduce the amount of service to be rendered if MCTD determines that such action is in MCTD's best interests, or there will be a lack of funding available

for the service. In such event, 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 _____, the service change shall be processed in accordance with _____, Allowable Service Changes.

SEC. 615 CONFLICT OF INTEREST

1. **General Rule for MCTD Employees.** No employee, officer, agent, immediate family member or Board member of 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.
2. **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 sub-agreements.
3. **Organizational Conflict of Interest.** Prior to entering into the Contract, CONTRACTOR is required to inform MCTD of any real or apparent organizational conflict of interest. Such organizational conflict of interest (OCI) exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to CONTRACTOR, or may impact CONTRACTOR's objectivity in performing the Contract work. In its Proposal in response to the RFP, CONTRACTOR signed and submitted an Organizational Conflict of Interest Statement certifying that it has no organization conflicts of interest with MCTD. An OCI exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:
 - a. Lack of Impartiality or Impaired Objectivity. When the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to MCTD due to other activities, relationships, contracts, or circumstances.
 - b. Unequal Access to Information. The supplier has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - c. Biased Ground Rules. During the conduct of an earlier procurement, the supplier has established the ground rules for a future procurement by developing the specifications, evaluation factors, or similar documents.

SEC. 616 DEBARRED

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

SEC. 617 ANTIDISCRIMINATION AND EEO REQUIREMENTS

1. **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.
2. **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 MCTD in the monitoring and auditing program requirements including permitting MCTD to perform onsite inspections for the program administration/management guidelines, and procedures. This requirement shall include providing 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 MCTD, an EEO Plan (if applicable) or confirm in writing that the copy on file with 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 MCTD and all applicable Federal and State mandates.

SEC. 619 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 TBD> 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 MCTD General Manager certificates of compliance with all such laws, orders, and regulations.

SEC. 620 WAIVER OF TERMS OR CONDITIONS

The failure of 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 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. 621 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. 622 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. 623 OFFICIAL RECEIPT

Communications shall be considered received at the time actually received by the addressees or designated agents. Communications to MCTD should be addressed to 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:

<contractor>

SEC. 624 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 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 that 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. 625 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. 626 ENTIRE AGREEMENT; AMENDMENT REQUIRED

This Contract constitutes the entire agreement between CONTRACTOR and 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 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

Attachment C: Budget Amendment #2022-02

Description	Function	Program	Project	GL	Original	Change	Final
Increase local paratransit budget and adjust LPT/LPG split	Operations	LPT	NA	5080101- Purchased Transportation	\$2,940,912	\$192,093	\$3,133,005
	Operations	LPG	NA	5080101- Purchased Transportation	\$401,033	\$252,411	\$653,444
Decrease regional paratransit budget	Operations	RPT	NA	5080101- Purchased Transportation	\$659,320	(\$43,046)	\$616,274
Increase Transit Connect Budget	Operations	TCT	NA	5080101- Purchased Transportation	\$533,726	\$56,712	\$590,438
Increase Rural Dial A Ride Budget	Operations	TOM	NA	5080101- Purchased Transportation	\$32,845	\$2,674	\$35,519
Increase Novato Dial A Ride Budget	Operations	NDR	NA	5040152-Oil and Fuel	\$241,500	(\$3,190)	\$256,962
Decrease customer service (moved to purchased transportation)	Operations	MMP	NA	5030320- Customer Service	\$33,944	\$5,338	\$39,282
	Operations	LPG	NA	5030320- Customer Service	\$12,269	(\$5,153)	\$7,116
	Operations	LPT	NA	5030320- Customer Service	\$116,285	(\$48,840)	\$67,445
	Operations	RPT	NA	5030320- Customer Service	\$7,223	(\$3,034)	\$4,189
	Operations	TCT	NA	5030320- Customer Service	\$33,944	(\$14,256)	\$19,688
	Operations	CAR	NA	5030320- Customer Service	\$101,832	(\$42,769)	\$59,062
Total Change for 2022-02						\$348,939	