

***Marin Transit***  
***OPERATION OF PARATRANSIT &  
MOBILITY MANAGEMENT SERVICES***

***REQUEST FOR PROPOSALS***

***December 14, 2009***

Responses due:

3:00 p.m., Friday, January 29, 2010



Marin Transit  
750 Lindero, Suite 200  
San Rafael, CA 94901

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## SECTION I. INTRODUCTION

Marin County Transit District (hereafter “Marin Transit” or “The District”) requests proposals from qualified organizations to operate paratransit and dial-a-ride services and to develop initial components of a mobility management center operation. Proposals should be received by 3:00 PM, January 29, 2010. The contract will be for service operated between July 1, 2010 and June 30, 2013, with the possibility of up to two one-year extensions.

### A. Mandatory Bidders Conference Information

**10:00AM Wednesday, January 6, 2010**  
**Marin Transit**  
**Staff Conference Room**  
**750 Lindero Street, Suite 200**  
**San Rafael, CA**

Attendance at the Bidders Conference is a requirement for submitting a proposal. The Bidders Conference will afford the bidder the opportunity to ask questions about the RFP and to receive technical assistance. Potential bidders should RSVP to Ann Hearty at (415) 226-0862.

### B. Timeline

REQUEST FOR PROPOSAL ANNOUNCEMENT	December 14, 2009
Mandatory Bidder's Conference	January 6, 2009
Deadline to Submit Questions	January 15, 2010
Responses to Questions Posted	January 20, 2010
<b>Proposal Submission Deadline</b>	<b>January 29, 2010</b>
Evaluation Committee Interviews with Bidders	February 10-12, 2010
Contract Award Notification	February 19, 2010
Appeals Process Deadline	February 26, 2010
Board Approval Meeting	March 1, 2010
<b>Service Start Date</b>	<b>July 1, 2010</b>

## SECTION II. PROJECT DESCRIPTION

This section describes the Project, which includes continuing existing paratransit and dial-a-ride services and developing initial mobility management services in Marin County. Additional information can be found in the Short Range Transit Plan (SRTP) available on Marin Transit's website ([www.marintransit.org](http://www.marintransit.org)) adopted April 20, 2009.



## A. Paratransit and Dial a Ride Services

Marin Transit has provided shared ride paratransit services within Marin County, California since the 1960s. Marin Transit currently contracts with the Marin Senior Coordinating Council, Inc. (Whistlestop Wheels) to provide three types of paratransit and dial-a-ride services in Marin County:

The two paratransit services consist of door-to-door paratransit service under the Americans with Disabilities Act (ADA) within Marin County and door-to-door ADA paratransit service for those passengers traveling inter-county within Golden Gate Transit's service area. The Americans with Disabilities Act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications. Marin Transit manages both intra and inter-county service. Marin Transit manages the inter-county service through a separate funding agreement with Golden Gate Transit (GGT). These services generally transport riders from 5:00 am until 10:00 pm; however on some occasions they have the potential to go outside of this timeframe to meet the needs of clients, as required under the ADA.

Intra-County ADA Paratransit Services: Door-to-door service within Marin County that is available to individuals whose disabilities prohibit the use of fixed-route services. This includes an overflow taxi component utilizing local taxi providers who operate wheelchair accessible taxis.

Inter-County ADA Paratransit Services: On-behalf of GGT, door-to-door complementary paratransit service along regional routes extending beyond the borders of Marin County.

The Novato Dial-a-ride is a curb-to-curb service initiated to fill transit gaps within the city of Novato. This general purpose dial-a-ride service operates one vehicle within constricted service hours, weekdays between the hours of 7:00 am to 11:00 pm and 3:00 pm to 6:00 pm. Passengers must reserve a ride on this service at a minimum of 24 hours in advance to seven days in advance. On Saturday and Sunday the service is available from 9:00 am to 5:00 pm, and the trip request must be made on the same day.

The continuation of these three paratransit and dial-a-ride services represents the core of this Request for Proposals (RFP). The proposer shall account for each paratransit and dial-a-ride service separately.

### Service Area

**ADA Service Area:** within three-quarters of a mile of either side of a Marin local or Golden Gate Transit ("GGT") bus, Marin Transit community shuttle, or regional non-commute bus route in Marin, Sonoma, San Francisco, and Contra Costa counties during



the comparable hours of service for said non-commute bus routes. For more information about Marin Transit intracounty transit services go to [www.marintransit.org](http://www.marintransit.org). For information about Golden Gate Transit (GGT) regional non-commute transit services, go to [www.goldengate.org](http://www.goldengate.org).

**Marin Extended Service Area:** beyond three-quarters of a mile of either side of a Marin local or regional non-commute bus route in Marin County or outside the comparable hours of service for said non-commute bus routes. Extended service is subject to a fare surcharge and will be provided, but not guaranteed, up to the limit and within the day-to-day operating capacity provided by the service provisions and budget. If authorized by GGT, extended service area trips may be referred to taxi or other operators to improve flexibility in scheduling and provision of paratransit services. Service may be provided beyond the ¾ mile boundary (extended paratransit service area) to ADA eligible individuals if available resources permit it.

The District reserves the right to modify the intercounty ADA paratransit service area upon consultation with and approval by GGT. In addition, subject to mutual consent, coordination with paratransit operators in adjoining service areas may result in arrangements for limited service delivery of passengers beyond GGT’s service area.

**Novato Dial-A-Ride Service Area:** All trips begin and end within the city of Novato and adjacent unincorporated areas, including Blackpoint, San Marin, and Hamilton.

**Service Data**

Paratransit trips, revenue hours, and the average passengers per revenue vehicle hour are shown below for the last three years. The two tables are for intra-county and inter-county trips. The intra-county trips include those trips that were diverted to taxi companies as overloads.

**Table 1 Intra-County Paratransit Statistics**

	Passenger Trips	Revenue Hours	Revenue Miles	Average Miles per Trip	Passengers per RVH
FY 2006-07	91,628	41,966	669,414	7.3	2.18
FY 2007-08	94,818	43,292	690,047	7.3	2.17
FY 2008-09	99,808	46,967	747,064	7.5	2.13



**Table 2 Inter-County Paratransit Statistics**

	<b>Passenger Trips</b>	<b>Revenue Hours</b>	<b>Revenue Miles</b>	<b>Average Miles per Trip</b>	<b>Passengers per RVH</b>
FY 2006-07	12,565	12,632	275,514	21.9	1
FY 2007-08	13,048	13,228	308,090	23.6	1
FY 2008-09	12,874	11,940	276,569	21.5	1.08

The Novato Dial-A-Ride was implemented on August 1, 2009, and was preceded by a service called the EZ Rider. The average monthly service statistics for the first several months of the Dial-A-Ride operation are:

Average Passengers: 462      Average Revenue Hours: 182      Average Miles: 2,669

### **Hours of Operation**

Contractor’s reservation/information office hours shall be open seven days a week between the hours of 8:00 am and 5:00 pm.

In accordance with the ADA, the Contractor shall operate paratransit services during the same hours and days as comparable Marin Transit local and GGT-operated fixed-route non-commute bus services.

The Contractor shall operate the Novato Dial-A-Ride Service from 7:30 am until 11:00 am, and from 3:00 pm until 6:00 pm; and on Saturdays and Sundays from 9:00 am until 5:00 pm.

### **Estimated Annual Vehicle Hours**

Recent actual vehicle hours, miles, and passenger trips are shown in tables 1 and 2 in this section. The District has estimated an approximate increase of 3% per year in its SRTP available for review at [www.marintransit.org](http://www.marintransit.org). These figures represent anticipated increases in service through FY 2017-2018 for intra-county service. Inter-county service is also noted in the plan. However, recent statistics suggest that the service level requirements for inter-county paratransit will remain flat.

### **ADA Paratransit Certifications**

The District requires that paratransit riders be certified as eligible for ADA paratransit service. The Contractor is responsible for evaluating submitted applications for Regional ADA Paratransit Eligibility and certifying full or partial eligibility for applicants who are unable to use fixed route transit services. The contractor will



enter the certified rider's information into the Regional Eligibility Database. There are currently 2,067 registered enrollees in Marin County, of which 1,357 are active users of paratransit. Over the last five months, the system has experienced an average of 82 certifications per month. Approximately 23% of those certifications were recertification of people who are already registered clients.

## Call Center

The paratransit call center shall be operated daily from 8:00 am to 5:00 pm, and all trips shall be scheduled using Trapeze paratransit scheduling software. The call center is to be serviced by a minimum of five trained dispatchers available to handle incoming requests for rides and information/ referral Monday through Friday. Proposers may assume a reduction in staff on weekends but must specify the proposed number of dispatchers and specify how this number will be sufficient to handle incoming calls. The average number of calls received daily, Monday through Friday, is 309. Weekend days experience an average call volume of 166 per day. The contractor may negotiate trip pick-up times with a passenger, but may not require the passenger to begin their trip more than one (1) hour before or after the requested time. In addition to English speaking operators, Contractor must provide dispatchers(s) fluent in Spanish at all times when the call center is open along with the capability for translations to assist callers using other languages.

## B. Mobility Management Components

To respond to community needs and the increasing demand for paratransit, Marin Transit is pursuing various demand management solutions to expand transportation options for those individuals who do not qualify for ADA service. An additional objective is to manage the increasing demand for ADA paratransit services and the associated operating costs and capital investments. The two components of mobility management included in this RFP include:

ADA Transportation Brokerage: Marin Transit seeks proposals that combine the operation of Marin Transit's paratransit fleet with a brokerage model that will incorporate the usage of other, cost-effective transportation resources to provide ADA trips. This will include services operated by sub-contractors.

Mobility Management Office: Marin Transit has obtained grant funding to develop initial mobility management components to increase transportation options for the county's senior, disabled, and low-income residents. With incremental additional funding, Marin Transit envisions being able to leverage its capital and operating investments in paratransit services to create a Mobility Management Office (MMO). The MMO will focus on coordinating a variety of transportation resources in order to meet the mobility needs of these target populations. This RFP will require proposers to specify how they will provide specific mobility management-related services to be phased in over the term of the contract. Specific mobility management services included in this Request for Proposals (RFP) are:



Information and Referral: Establishing, as part of the paratransit dispatch operation, a single point of contact (call center) regarding transportation options for seniors, persons with disabilities, and low-income residents of Marin County.

Coordination with County-wide Volunteer Driver Program: Subject to grant funding approval, Marin Transit will issue a separate contract award for a non-profit organization to develop and operate a county-wide volunteer driver program, featuring volunteers driving their own vehicles to transport frail, home-bound, disabled seniors to necessary destinations. Respondents to this Paratransit Services/ Mobility Management RFP are requested to address specific coordination functions with respect to the proposed volunteer driver program.

Development and Coordination of Transportation Services: In conjunction with the ADA Transportation Brokerage component above, proposers will be asked to specify their approach to developing coordination arrangements with community-based agencies and other local providers to maximize transportation options for both individual and agency-contracted trips.

Pre-Paid Rider Accounts: The capability to process credit, debit and cash deposits into pre-paid rider accounts. This would also include the ability to manage a separate “ride scholarship fund” to fund trips for eligible low-income applicants.

### **ADA Transportation Brokerage**

Over the term of the contract, the successful proposer will work with Marin Transit to develop cost-effective approaches to managing the increasing demand for ADA paratransit services in Marin County.

The successful proposer will supplement the operation of Marin Transit’s paratransit fleet with a brokerage model that will incorporate the usage of non-agency owned, cost-effective transportation resources to provide ADA trips to be phased in over the term of the contract according to the following schedule. For each brokerage component below, the proposer will ensure that sub-contracted providers will meet Marin Transit’s requirements for ADA service as specified in this RFP.

#### **A. Contract Year 1:**

- 1) Contract with Marin-based taxi and/or Public Utilities Commission (PUC) licensed operators to provide off-peak and peak overflow ADA service, with emphasis on those operators that operate wheelchair accessible vehicles.
- 2) Overall usage of non-Marin Transit and non-Contractor owned transportation resources to account for a minimum of 2% of all intra-county and inter-county ADA trips.



B. Contract Year 2:

- 1) Continue Contract Year 1 focus on utilizing Marin-based taxi and/or PUC licensed operators to provide off-peak and peak overflow ADA service.
- 2) Implement contracts or Memorandums of Understandings with community-based providers for usage of their excess vehicle capacity for ADA service. (See Item D below)
- 3) Overall usage of non-Marin Transit and non-Contractor owned transportation resources to account for a minimum of 4% of all intra-county and inter-county ADA trips.

C. Contract Year 3:

- 1) Continue Contract Year 2 functions.
- 2) Increase usage of non-agency owned transportation resources to reflect overall usage of non-Marin Transit and non-Contractor owned transportation resources to account for a minimum of 6% of all intra-county and inter-county ADA trips.

**Mobility Management Office Components:** In addition to operating Marin Transit's ADA service, this RFP seeks proposals that will develop and operate Marin Transit's mobility management activities to increase transportation options for Marin's senior, disabled and low-income residents. For each component below, the successful proposer will develop and operate the specific mobility management-related services to be phased in over the term of the contract.

A. Information and Referral: Establishing, as part of the ADA paratransit dispatch/call center operation, a single point of contact regarding transportation options for seniors, persons with disabilities and low-income residents of Marin County.

- 1) By Sept. 1, 2010, in coordination with Marin Transit, develop training plan and resource guide to cross-train dispatchers/call takers to provide telephone information on transportation resources for senior, disabled and low-income callers from Marin. By Oct. 1, 2010, implement telephone information and referral service.

B. Pre-Paid Rider Accounts: Capability to process credit, debit and cash deposits into pre-paid rider accounts. This "Ride Credit Bank" would enable riders and agencies to maintain pre-paid accounts to pay for rides (taxi, volunteer rides, ADA rides, transit tickets, etc.). This Ride Credit Bank would have the capability to process cash, checks, credit and debit cards, sponsored credits from agencies or family members, and perform means testing on rider applicants who request low-income discounts or scholarships.



- 1) By Sept. 1, 2010, develop prepaid rider account service, including capabilities to process payments into and out of accounts, including all necessary fiscal and confidentiality controls.
  - 2) By Oct. 1, 2010, implement pre-paid rider account service for ADA and non-ADA rides.
- C. Coordination with County-wide Volunteer Driver Program: Subject to final grant funding, Marin Transit will be developing a separate RFP for a non-profit organization to develop and operate a county-wide volunteer driver program, featuring volunteers driving their own vehicles to transport and escort frail, home-bound, disabled seniors to necessary destinations. This volunteer driver program will utilize and coordinate with the services of the Marin Mobility Management Office by cross-referring potential riders; utilizing the pre-paid accounts of the “Ride Credit Bank” to process various types of pre-payments for rides; and possibly dispatching volunteer drivers and rides.
- 1) By Oct. 1, 2010, provide telephone information and referral to the Volunteer Driver Program.
  - 2) By Oct. 1, 2010, include the Volunteer Driver Program in the “Ride Credit Bank”, pre-paid rider account service.
  - 3) By July 1, 2011, in consultation with Marin Transit and the Volunteer Driver Program, determine feasibility and cost of using Contractor’s dispatch operation to schedule and dispatch volunteer drivers and rides for the Volunteer Driver Program.

Development and Coordination of Transportation Services: In conjunction with the ADA Transportation Brokerage component above, the successful proposer will work with Marin Transit staff to develop coordination arrangements with community-based agencies and other local providers to maximize transportation options for both individual and agency-contracted trips. Examples include developing contracts or Memorandums of Understanding for utilizing other providers’ excess capacity, shared rides, dispatching, maintenance, driver training, etc.

### C. Definitions

The following table describes the terms and abbreviations used in this RFP.

ADA	Defined as the federal Americans with Disabilities Act of 1990 and implementing regulations (49 CFR Parts 37 and 38), as may be amended from time to time. The ADA guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications.
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ADA Paratransit Service Area (Marin County)	Within this service area, specialized transportation services to Americans with Disabilities Act (ADA) paratransit eligible passengers is provided that is comparable to existing non-commute bus transit services. The ADA considers paratransit service comparable when provided within 3/4 mile and during similar service hours as the adjoining non-commute bus. Service may be provided beyond the 3/4 mile boundary (extended paratransit service area) to ADA eligible individuals if available resources permit it.
Advance Reservation	Marin Paratransit Service is an advanced reservation service. Riders may reserve a ride up to 7 days in advance. However, in accordance with the Americans with Disabilities Act, riders may call as late as the day before the trip is requested to make a reservation.
Authorized Signee	Authorized Signee The person who is executing this contract on behalf of the Proposer/contractor and who is authorized to bind the Proposer/contractor.
Billable miles/hours	Service miles or hours not including deadhead, rest, recovery or spot time.
Caltrans	California Department of Transportation
Contractor	The successful Proposer who is awarded a contract for providing the item(s) and/or service(s) described herein.
DBE	Disadvantaged Business Enterprise.
Deadhead Hours	The hours vehicles are operated en route from Contractor's facility to the first passenger pick-up point and from the last passenger drop-off point to the Contractor's facility...
Deadhead Miles	The miles vehicles are operated en route from the Contractor's facility to the first passenger pick-up point and from the last passenger drop-off point to the Contractor's facility.
Denial	A trip is considered a denial if the rider is offered a time more than one hour before or one hour after their requested time or if they are not offered any time.
Door-to-door	On both the origin and the destination end of a trip, drivers will escort the passenger from the vehicle or other waiting area to the door of the residence or building.
DOT	Department of Transportation
EEOC	Equal Employment Opportunity Commission.



FLSA	Fair Labor Standards Act
FY	Abbreviation for fiscal year, July 1 through June 30.
GSA	General Services Administration
MDT	Mobile Data Terminal
NTD	National Transit Database
Park Out	Parking of a Marin Transit vehicle away from a contractor's facility to reduce miles and hours.
PCA	Personal Care Attendant
RFP	Request for Proposal
Standing Order	Requested service for an extended period of time with pickup; drop off; origin and destination; and day of the week remaining the same.
Standby Hours	Those hours in revenue service (up to two hours outside Marin and one hour within Marin) whereby a vehicle is available for service but no service is scheduled, the time is not needed for positioning the vehicle for the next pick-up, the time is exclusive of scheduled meal or rest breaks, and the vehicle has later assignments that preclude it from being released from duty. A vehicle not in use by the end of the time period(s) above will no longer be on stand-by and will be considered out of service. Contractor will not be compensated for time out-of-service other than deadhead hours.
Standby Miles	Miles accrued by the vehicle during standby hours.
Total Vehicle Hours	The total hours of a vehicle operating while in revenue service plus associated deadhead hours to or from revenue service. Total vehicle hours exclude hours for service interruptions (e.g., strikes, emergency shutdowns), operator training, layovers and maintenance testing.
Total Vehicle Miles	The total miles operated by vehicles while in revenue service plus any directly associated deadhead miles. Total vehicle miles exclude miles for service interruptions (e.g., strikes, emergency shutdowns), operator training, layovers and maintenance testing.
Vehicle or Revenue Service Hours (Billable Hours)	The hours operated by a vehicle while in revenue service. A vehicle is in revenue service only when the vehicle is available to the public and there is a reasonable expectation of carrying passengers, who either directly pays fares, are subsidized by public policy or provide payment through contractual arrangement, including free fare service and standby time.



Revenue hours exclude deadhead hours.

Vehicle or Revenue Service Miles (Billable Miles)	The miles operated by a vehicle while in revenue service. A vehicle is in revenue service only when the vehicle is available to the public and there is reasonable expectation of carrying passengers who either directly pay fares, are subsidized by public policy, or provide payment through contractual arrangement, including free fare service and any standby miles. Revenue miles exclude deadhead miles.
Pick UP Window	The Pick Up window is a span of time which determines if the paratransit vehicle is on time. This window is 15 minutes before until 15 minutes after a scheduled pick up time.

### SECTION III. PROPOSAL FORMAT, EVALUATION AND INFORMATION

#### A. Proposal Format

The proposal shall constitute the Proposer's plan for completing the Statement of Work in accordance with the Practices and Procedures for operation of Marin Transit's Paratransit Program, Novato Dial-A-Ride, Call Center, and Mobility Management Components. The Proposer is responsible for providing information in sufficient detail to demonstrate the Proposer's ability to meet requirements and an understanding of Marin Transit's commitment to providing safe, friendly, and convenient services to its paratransit customers, seniors, and low income residents.

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

Proposers shall provide thorough answers to the following lists of questions. The responses to these questions will be included in the District's evaluation of the proposer. In addition, the responses to the questions may be incorporated into and made a part of the contract. **In your proposal, please restate the question, followed by your response.**

#### Cover Letter

Provide a cover letter, with general information not elsewhere provided in the Proposers proposal. It should include the company name, addresses, telephone number, and e-mail address of the contact person authorized to represent and the company regarding all matters related to the proposal and any contract subsequently



awarded to the Proposer. This letter shall be signed by a person(s) authorized to bind the company to all commitments made in the proposal.

### **Company Portfolio or Annual Report**

The Proposer shall provide information sufficient for Marin Transit to determine the proposer's financial stability and responsibility. Proposers are requested to submit their most recent audited financial statements and balance sheets for the past three years and to disclose any information regarding pending financial issues, including any pending litigation against the organization that may impact its financial capacity. The Proposer should include detailed company portfolio, including credit references, on-going projects, and past successes. This section of the proposal may be marked "Confidential" at the request of the Proposer.

### **Confidentiality of Proposals**

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

If the PROPOSER believes any communication contains trade secrets or other proprietary information that the PROPOSER believes would cause substantial injury to the PROPOSER'S competitive position if disclosed, the PROPOSER shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The PROPOSER may not designate its entire proposal or bid as confidential. Additionally, PROPOSER may not designate its cost proposal or any required bid forms or certifications as confidential.

If PROPOSER requests that the District withhold from disclosure information identified as confidential, and the District complies with the PROPOSERS request, PROPOSER shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the PROPOSER information), and pay any and all costs and expenses related to the withholding of PROPOSER information. PROPOSER shall not make a claim, sue or maintain any legal action against the District or its directors, officers, employees or agents in connection with the withholding from disclosure of PROPOSER information.

If PROPOSER does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.



## B. Qualifications of the Proposer

### Qualifications

Proposers must furnish proof of their capabilities to perform the terms of this agreement. Proposers should discuss their experience, qualifications, skills and financial strength to provide the requested services. At a minimum describe the company's history, length of time in business, location, types of services offered and direct experience in providing the services described in the solicitation. This section of the proposal should also contain a list of clients for whom the proposer has performed services similar to those described in this RFP. Respond to the following questions:

### QUESTIONS:

- a. Explain the general character of the work performed by your firm.
- b. Describe your company's approach, capacity, and management philosophy toward the providing of paratransit transportation services and/or mobility management services.
- c. Please describe your knowledge of the service area associated with the contract we are evaluating.
- d. List other contracts awarded to your firm where services were similar in scope, size, or type. Include fleet size, type of vehicle, annual revenue hours, frequency, span of service and annual contract cost. Describe the similarities and differences of each service compared to the services contained in this RFP.
- e. List references for the above contracts, including addresses and telephone numbers.
- f. Has your firm ever failed to complete any work awarded to you? Has your firm ever defaulted or been terminated from a contract? Has your firm ever been sued by a transportation agency to enforce a compliance with a contract? If yes, please give details.
- g. Discuss your firm's experience with performing ADA/paratransit certifications.
- h. Discuss your firm's experience with brokering or subcontracting rides to other providers: taxi, PUC licensed providers, non-profit operators, etc.
- i. Discuss your firm's experience with alternative transportation programs, i.e. volunteer driver programs, coordinated maintenance programs or shared vehicle programs.
- j. Discuss your firm's experience in designing and operating prepaid rider account systems.
- k. Provide any additional information that may assist the District in better



evaluating your firm.

### **Quality of Staffing Plan**

This section shall include, but is not limited to, a listing of all required personnel and qualifications for each key position. The Proposer is to identify the Project Manager and all key personnel who will manage and operate the services including resumes, relevant experience and at least two references for each. If subcontractors are to be used, describe the arrangement, as well as their role in the project.

#### **QUESTIONS:**

- a. Who will be the Project Manager for this project? Explain this person's background, experience, and include a resume.
- b. Describe the tasks to be assigned to the Project Manager of this project and the percentage of their time that will be devoted to these tasks.
- c. Indicate which senior management positions will work on this project, what tasks they will perform and the percentage of their time that will be devoted to these tasks.
- d. Who will be the Operations Manager for this project? Explain this person's background, experience, and include a resume.
- e. Describe the tasks to be assigned to the Operations Manager of this project and the percentage of their time that will be dedicated to these tasks.
- f. Who will be the Maintenance Manager for this project? Explain this person's background, experience, certifications, and include a resume.
- g. Describe the tasks to be assigned to the Maintenance Manager of this project and the percentage of their time that will be dedicated to these tasks.
- h. Describe the tasks to be assigned to the Road Supervisor of this project and the percentage of their time the Road Supervisor will dedicate to these tasks.
- i. Describe the tasks to be assigned to the safety and training personnel of this project and the percentage of their time that will be dedicated to these tasks.
- j. Provide an organizational chart for your firm and the division that will be in charge of this project.
- k. List the number of drivers, mechanics, dispatchers, call takers, field supervisors, clerks, customer relations managers, etc., assigned to the project and the percentage of time for each position dedicated to this project.
- l. If the proposal involves a joint venture or partnership between two or more firms, describe in detail the role of each firm in terms of the provisions of services as



part of the RFP.

## **Personnel Policies**

This section shall include descriptions of all personnel policies that will affect service delivery in this contract.

### **QUESTIONS:**

- a. Who will have responsibility for the hiring and training of vehicle operators?
- b. Describe your retention rate of drivers for similar operations.
- c. If your firm would be a new contractor, how would you make an effort to hire existing paratransit drivers working for the current contractor?
- d. Does your firm have a training program for managers and supervisors? If so, please describe.
- e. Discuss how you plan to attract and maintain a quality and experienced workforce for this project. Discuss the salary ranges (specifically, the hourly rates and benefit package you will provide for each position) including drivers, mechanics, supervisors, etc.
- f. Describe your firm's procedures regarding background investigations of drivers and others who may have direct contact with the public.
- g. Does your firm currently have in place an employee drug and alcohol testing policy which is in compliance with the Federal Transit Administration (FTA) and the U.S. Department of Transportation (49 CFR Part 655; 49 CFR Part 40)? Please provide a copy of your current policy.

## **Contractor Provided Equipment**

Describe the contractor provided vehicles to be used to support the requirements of this proposal that are in addition the vehicles provided by Marin Transit. Include number of vehicles, make, model, year of vehicle, condition, mileage, capacity, and features. Pictures are desired.

## **Operating Methodology**

This section should describe how the Proposer would make effective use of personnel to ensure quality service delivery.

### **QUESTIONS:**

- a. Describe in detail all operating procedures that your firm will employ in order to ensure service quality and help prevent service related problems.



- b. How will the performance of drivers and other contractor personnel be monitored and evaluated? Discuss in detail any proposed efforts to conduct on-going, independent, random spot checks to evaluate service quality.
- c. Discuss your firm's understanding of the state law regarding operator meal and rest breaks and how you will comply with this law.
- d. Radio contact between vehicles in service and dispatcher shall be maintained at all times. Describe how your firm will ensure this, including the use of radios and maintenance of radio equipment.
- e. The District is in the process of procuring Mobile Data Terminals (MDTs), which are will be operational prior to the term of this contract. Describe your firm's experience using and maintaining these devices and their operating procedures.
- f. Discuss proposed procedures to be used in the collection and accounting of fares and reporting, including accounting practices, and the security of funds.
- g. Discuss your firm's proposed plan for providing back up drivers and access to the backup vehicle. If a vehicle is out of service for an extended period, what options do you have for an additional vehicle?
- h. Discuss your firm's experience with operating a call center, including transportation information and referral service.
- i. Describe your firm's ability to respond to communications systems failures and what, if any, procedures you have for redundant systems.
- j. Describe your firm's experience with implementing and managing prepaid rider accounts.
- k. Describe pre- and post- trip inspection procedures. Include any associated forms as attachments.
- l. Describe your firm's proposed plan for managing the dispatch and call center operations.

### **Vehicle Maintenance Facilities and Program**

This section shall include descriptions of maintenance facilities and programs. This should include a preventive maintenance plan; documentation and maintenance of project records; response plan for vehicle breakdowns; and the location and adequacy of the proposed maintenance facility.

### **QUESTIONS:**

- a. Provide the proposed operating yard's location, size, and a detailed description of all facilities which will be utilized in conjunction with this project.
- b. Where will vehicles be stored while not in revenue service? How is this location(s)



secured?

- c. Provide the proposed hours of operation of the maintenance facility.
- d. Describe the storage location and security for the undeposited fare revenue.
- e. Describe in detail all maintenance procedures that your firm will employ in order to promote safe maintenance practices and help prevent service-related problems. How will the performance of mechanics and other contractor personnel be monitored and evaluated? Discuss in detail any proposed efforts to conduct ongoing, independent, random quality assurance checks to evaluate maintenance quality, on-time performance of preventive maintenance inspections, and the quality of preventive maintenance service, including the reporting of results to Marin Transit.
- f. Describe your firm's plan for mechanic training and evaluation, including amount of time dedicated to training.
- g. Describe, how your firm would respond to vehicle breakdowns. Discuss your plan for resuming service expeditiously in the event of a vehicle breakdown. What is your proposed maximum response time to substitute for a downed vehicle?
- h. Describe in detail your firm's plan regarding preventive maintenance of revenue vehicles. Who will be responsible for the review and evaluation of all monthly maintenance and vehicle performance information reported? Discuss whether your proposed preventive maintenance program is in compliance with the vehicle manufacturer and industry's best practices standard.
- i. Describe your firm's program to ensure vehicles are clean inside and out while in revenue service. This should include a description of cleaning that is done daily, weekly, and as needed to ensure that the appearance of the vehicles will reflect well on both the contractor and Marin Transit.
- j. Has your firm ever failed a California Highway Patrol (CHP) facility inspection? If so, describe the circumstances and the actions taken to address the issue(s). Please provide photocopies of the last three CHP inspections at the proposed facility (ies), or if the proposed facility is not currently operational provide CHP inspections of your other existing facilities in California (include all pages of the complete report and the summary page).

### **Reporting and Monitoring**

This section should describe how the Proposer would produce, analyze, and track all required reports. Note that Marin Transit expects to have an electronic data management system in place prior to the beginning of this contract.

- a. How will your firm monitor and ensure on-time performance of the vehicles in this contract?



- b. Describe how your firm will meet the reporting requirements contained in this RFP. Include sample reports, sample formats, or other materials that demonstrate your firm's ability to track and report ridership, fares, customer complaints, and incidents.
- c. Describe how your firm tracks preventative maintenance of vehicles and how this information will be made available to Marin Transit.
- d. Describe how you will capture driver feedback on scheduling, verbal passenger comments, complaints, and issues. How will this information be communicated to Marin Transit?
- e. Describe how your firm will monitor the call center and dispatch operation for both efficiency and quality customer service. Specify the monitoring tools and types of management reports utilized.

### **Safety Programs and Quality of Driver Training**

Contractor shall provide at least forty hours of training to each driver that includes: defensive driving, sensitivity training to the needs of individuals with disabilities and passenger assistance technique training, and behind the wheel training and instruction accompanied by a driver trainer. Certification in CPR, Red Cross first aid training, and receipt of Class B License with passenger endorsement shall be completed within three months of date hired. Contractor shall cooperate with Transit District advisory groups in reviewing training components and revising training practices and procedures at the direction of the Transit District.

Provide a detailed description of your firm's driver training program, including customer service training and driver sensitivity training programs directed towards the needs of disabled passengers in compliance with the Americans with Disabilities Act (ADA). Include a detailed description of your firm's safety program and the training that contributes to its success

### **Other Training**

Provide a detailed description of your training program for personnel in other areas specified in this RFP, i.e.: Dispatch, Call Center and Eligibility.

### **Transition Plan**

If your firm would be awarded a contract to assume service from the incumbent contractor, use this section to describe in detail how you would provide a seamless transition.

- a. Describe in detail your transition plan. This should include (but not be limited to) coordination meetings, driver hiring, driver training, vehicle inspections, vehicle decaling, and the transition of Marin Transit-owned vehicles.



- b. Include a timeline for the transition plan.

### **C. Cost Proposal Breakdown**

In this solicitation, Marin Transit is interested in the potential to reduce or maintain costs without impacting service quality by continuing with the current service model or providing a service model that will meet or exceed the current key performance measures and the stated goals of this RFP. The District will evaluate proposed costs in relation to the criteria described in the proposal. (Refer to Appendix C & D: Proposal Checklist and Evaluation Criteria for Selection.)

- a. The cost proposal has three components:
  - For each of the 3 paratransit services, including brokered rides: The proposal form requires firm costs per service hour, per mile of service and per passenger trip including maintenance, personnel, and all other costs.
  - For the Mobility Management components: The proposal form requires a firm monthly fee to provide the Information and Referral component and the “Ride Credit Bank” prepaid rider account service.
  - For the vehicle re-branding costs: specify the total number of vehicles to be re-decaled, multiplied by the per-vehicle cost to arrive at the total cost.
- b. The proposed costs, as provided in this proposal form, will be evaluated as the Proposer’s most favorable terms and conditions. In evaluating the proposals, Marin Transit may communicate with one or more of the Proposers for the purpose of obtaining additional clarifying information. In submitting additional information, a Proposer is not permitted to embellish or change the original cost proposal, unless so directed by the Marin Transit.
- c. Complete forms in Appendix E and include your response under the title "Cost Proposal."
- d. Marin Transit may choose at its discretion which of the three cost proposal figures (revenue hour, revenue mile or passenger trip) will be the primary rate used to calculate cost of services in this RFP.
- e. Cost proposals quoted shall be firm for a minimum period of 90 days from the deadline date of this RFP.



#### **D. Submission of Proposal**

One (1) original and four (4) complete copies of the proposal with attachments and an electronic copy on a CD shall be sent to:

Marin County Transit District  
750 Lindero St., Suite 200  
San Rafael, CA 94901  
Attention: Paul Branson

- a. The proposal must be received at the above address no later than 3:00 pm on Friday, January 29, 2010. Late proposals will not be accepted.
- b. Responses must be submitted in a complete proposal package with cover letter and containing all required supporting information and documents specified in Appendix D.
- c. All narrative materials should be single spaced on 8 1/2" x 11" paper, two-sided, with one (1) inch margins on each side of paper.
- d. Pages must be securely stapled or otherwise attached together and numbered consecutively with each section identified.

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

Paul Branson  
Mobility Manager  
Marin Transit  
415-226-0863  
pbranson@co.marin.ca.us

The proposal must meet the following additional requirements:

- A. To be acceptable, a Proposer's proposal must meet or exceed all of the specifications set forth in this "Request for Proposals."
- B. Cost proposal information must be submitted only on the Cost Proposal Form provided; no proposals will be considered unless submitted on this proposal form.
- C. All prices and notations must be in ink, computer printed, or typewritten. Mistakes may be crossed out, corrections typed or written in adjacent thereto, and all corrections must be initialed in ink by the person signing the cost proposal form.
- D. All proposals shall be considered verified on submission and cannot be withdrawn or corrected after submission (except as permitted by the District).
- E. Proposals must be received by the Marin County Transit District (at the location stated previously) prior to and no later than the time designated, at which time



they will be opened and recorded.

- F. Each cost proposal will be received with the understanding that upon acceptance by Marin Transit, the contractor shall be obligated to execute a contract which shall bind the contractor to furnish and deliver said services at the prices given and in accordance with the conditions of said accepted cost proposal.
- G. In submitting his or her cost proposal, the Proposer affirms that he or she has sufficiently informed themselves in all matters affecting the performance of the work that is the subject of this NOTICE, including the furnishing of labor, supplies, and/or materials called for; that he or she has checked the cost proposal for errors and/or omissions; that the prices are correct and as intended by the Proposer; and are a complete statement of his or her prices for performing the work and/or furnishing the labor, supplies, materials, or equipment required.
- H. The successful Proposer must demonstrate proof that he or she has the skill, experience, and the necessary facilities and financial resources to perform the services described herein, in a satisfactory manner and within the required time. To enable the District to determine this, the Proposer shall submit all of the required information set forth in the Cost Proposal Form.
- I. By submitting a cost proposal, the Proposer certifies that he or she will comply with all federal laws and requirements, including but not limited to: Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, Americans with Disabilities Act, and any other laws and regulations applicable to contracts utilizing federal funds. In connection with this project, the proposer shall not discriminate because of national origin, creed, sex, marital status, color, race, ancestry, disability, or any basis further prohibited by applicable law.
  - a. The laws of the State of California shall prevail in all matters regarding the rights and duties of the successful Proposer and Marin Transit in the contract entered into pursuant to all proposals.
  - b. Contracts must be executed by the duly authorized person lawfully empowered to do so.
  - c. All proposals shall be for the complete management and operation of the three paratransit and dial-a-ride programs and the mobility management components as specified in all respects, such that the proposal contemplates and ensures a complete "turn-key" system, with nothing remaining to be purchased, provided, or supplied by Marin Transit, other than as noted in the provisions of this "Request for Proposals."
  - d. Any and all modifications in this "Request for Proposals" will be by written addenda only.
  - e. A draft agreement is included with this "Request for Proposals" (Appendix B) and is intended as the draft contractual document that the successful Proposer will be required to sign.



J. In submitting a proposal the Proposer understands and agrees that Marin Transit shall have no financial responsibility for any costs incurred by the Proposer in responding to this RFP.

#### **E. Proposal Evaluation and Award Procedure**

The contract, if awarded, will be to the Proposer or Proposers whose qualifications and experience best comply with all of the requirements set forth in this “Request for Proposals.” Said proposal shall be open and valid for a period of ninety (90) days following its opening. Marin Transit reserves the rights to reject any and all proposals, negotiate with one or more Proposers, accept any proposal, withhold the contract award, re-advertise for proposals, and further reserves the right to waive any irregularities in any proposal.

An evaluation panel will evaluate all proposals and develop a ranking of the most qualified Proposers. Evaluation criteria for selection are listed in Appendix C. A maximum of 1,000 points can be awarded for proposals: 700 points maximum for the Technical Proposal, and 300 points maximum for the Cost Proposal.

Qualified firms/teams may be invited to an interview held on or after Tuesday, January 26, 2010. The Project Manager and key team members should attend the interview.

The Marin Transit Board is required to approve the negotiated contract, although work may be initiated with a Notice to Proceed (NTP).

As stated earlier in this RFP, this RFP is for a paratransit operation that utilizes and supplements Marin Transit’s existing fleet while implementing and phasing in a brokerage model for ADA paratransit services that would enable the District to manage the increasing demand for ADA paratransit services and its associated operating costs and capital investments. In addition, with this RFP, the District intends to implement certain mobility management components that would enable the District to better meet the transportation needs of Marin’s senior, disabled and low-income residents. Marin Transit is interested in receiving proposals that propose efficient and cost effective approaches to meeting these goals, yet recognizes that this unique combination of services may be beyond the experience of most potential proposers. Therefore, the District encourages potential proposers to seek partners who would have complementary skills and experiences so that the combined proposal would demonstrate effectiveness in providing all the services required in this RFP. Proposers are encouraged to submit their ideas for providing more quality, cost-effective paratransit and mobility management services to the community.

#### **RFP Protest Procedure**

After award notification, firms wishing to file a protest must do so in writing by the protest deadline stated in the RFP timeline. All protests must be sent to Marin



Transit General Manager by certified mail and arrive by the protest deadline. The protest must include the name and contact information for the person representing the protesting firm, a full and complete written statement specifying in detail the grounds for the protest, and facts supporting the protest. The protest shall also clearly state the relief sought. If a protest is filed, Marin Transit shall issue a written decision on the protest to the protestor.

Upon receipt of any protests on the specific selection process, a review of the protest(s) shall be conducted by a secondary review committee

## **SECTION IV. CONTRACTOR’S RESPONSIBILITIES**

Marin County Transit District (referred to as "the District" or "Marin Transit" interchangeably throughout this RFP) will contract with the successful Proposer ("Contractor"). The Contractor shall coordinate, manage, and control all necessary program activities that shall include: providing vehicle operations, maintenance, and operating personnel; driver and other personnel training; call center operations; mobility management components; administrative procedures, performance statistics, and financial records; and methods to maximize service efficiency.

The Contractor shall provide a high quality, customer service oriented, paratransit vehicle operation and Mobility Management services. Marin Transit will monitor the service closely to ensure that all contractual responsibilities are met.

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

In providing the services specified in Section II of this RFP, the selected proposer shall emphasize the following responsibilities:

### **A. Personnel**

The Contractor shall be solely responsible for maintaining an adequate quality labor force and for the satisfactory work performance of all employees as described by this RFP (or any reasonable performance standard established by the District). Contractor must have policies to minimize employee turnover and retain qualified personnel.

The contractor will be required to comply with Marin County’s Living Wage Ordinance throughout the duration of the contract and complete a Living Wage Ordinance Declaration. Rules and Regulations regarding the Living Wage can be found at: [http://www.co.marin.ca.us/depts/AD/Forms/Living\\_Wage\\_Ordinance\\_Declaration\\_Form.pdf](http://www.co.marin.ca.us/depts/AD/Forms/Living_Wage_Ordinance_Declaration_Form.pdf)

The Contractor shall be solely responsible for payment of all employee wages, benefits, and subcontractor costs. Without any additional expense to the District, the



Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security. The Contractor shall defend, indemnify, and hold the District harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices. The District shall have the right to demand removal of any personnel furnished by the Contractor from the project, for reasonable cause (to be determined by the District).

Marin Transit must be notified in writing of any changes to key personnel and reserves the right to approve changes. Key personnel include the following positions: Project Manager, Operations Manager, Maintenance Manager, and Road Supervisor. The Contractor must file and maintain a current list of drivers with Marin Transit.

### **Project Manager**

The Contractor shall assign a Project Manager who will oversee the proper operation of the service(s). Due to the critical role of the position of Project Manager, it is required that this person be identified and his/her resume be included in the Proposer's response to this RFP. The District reserves the right to approve any change of the Project Manager for this service. The Project Manager will provide both on-site supervision and management of the project's accounts and operating records. Tasks may include but are not limited to:

- Preparation of monthly summaries of operations data on a line-by-line, run-by-run basis;
- Preparation of a monthly invoice that will document all charges, any possible penalties, and missed or incomplete service;
- Responsible for the complete maintenance and operation of all Marin Transit-owned vehicles, and other vehicles in Marin Transit service including all ancillary equipment, i.e., wheelchair lifts, air conditioning, Mobile Data Terminals, etc.;
- Responsible for dispatch and call center operation, including back-up power and communication system;
- Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems to Marin Transit in a timely manner;
- Training and scheduling of all regularly assigned project personnel;
- Arranging the assignment of quality back-up personnel whenever necessary;



- Daily monitoring of ridership and the collection of all fares; and
- Supervision of all project staff to ensure the provision of quality service that meets or exceeds the requirements of this RFP and the proposal.
- Supervise and provide oversight of the Contract's mobility management components and coordinate with Marin Transit staff in the planning and development of these services.
- Attending or assigning staff to attend various meetings: Mobility Management Advisory Council, Marin Paratransit Coordinating Council, the GGT Advisory Committee on Accessibility, the Commission on Aging's Housing and Transportation Committee, and other meetings at the request of Marin Transit.

### **Operations Manager**

The Contractor shall designate an Operations Manager to directly supervise the daily activities of all drivers, dispatchers, and other personnel necessary to support system operations in the provision of services. The Project Manager or the Operations Manager must be on-site at the proposed facility during normal business hours.

### **Maintenance Manager**

The Contractor shall assign a Maintenance Manager to ensure that vehicle performance standards (as outlined in the RFP) are adhered to and that all vehicles are systematically inspected, maintained, and repaired while minimizing time out of service. The Maintenance Manager must possess the ability to provide vehicle maintenance supervision and administrative support.

The Maintenance Manager's responsibilities will include (but not be limited to) the oversight of maintenance personnel, the organization of the maintenance yard, and the tracking and reporting of maintenance quality, including the tracking and analysis of monthly vehicle road calls and breakdowns.

### **Mechanics**

All repair work must be performed by maintenance personnel who have demonstrated experience and skill in the work to be performed. The qualifications of technicians must appear in the proposed Vehicle Maintenance Program and be verifiable to the District's satisfaction. The District reserves the right to require additional assurance throughout the contract period that maintenance personnel are properly equipped, trained, and qualified to service, repair, and properly document repairs to the District's equipment. The District reserves the right (at its discretion) to request that an unqualified mechanic be removed at any time from working on this project.



## **Road Supervisor**

The Contractor shall provide on-street road supervision to a) ensure quality service delivery on a regular basis; b) provide field support in an effort to minimize service interruption; c) address specific service problems and service interruptions; and d) complete specific projects as requested.

## **Dispatchers**

A dispatcher shall maintain contact with the drivers and respond to requests/inquiries from operations and Marin Transit staff. Contractor shall provide a minimum of one bilingual Spanish-speaking dispatcher or call taker during all shifts and have the capability to provide translations for callers using other languages. A dispatcher shall be responsible for coordinating vehicle and driver assignments, monitoring radio transmissions for service quality, monitoring daily traffic conditions, and responding to service interruptions and alterations. A dispatcher shall be on duty daily from the time that the first Vehicle Operator signs in at the Contractor's facility in the morning, until the time that the last Operator returns to the Contractor's facility in the evening. All Dispatchers shall be fully trained and competent in the use of Marin Transit's Trapeze-based dispatching systems. This position is to be dedicated and not shared with other functions, such as road supervision.

## **Call Taker/Reservationist**

The Contractor must provide sufficient reservation agents / call takers to book trip reservation requests, provide information and referral and to schedule and dispatch service vehicles. The Contractor must provide reservation agents daily between the hours of 8 AM and 5 PM. Contractor shall provide a minimum of one bilingual Spanish-speaking dispatcher or call taker during all shifts and have the capability to provide translations for callers using other languages. Project staff must be adequately trained for their tasks, including the Contract's Mobility Management functions; must be sensitive to the special needs of older adults and persons with disabilities; and must exhibit professionalism, patience, and compassion when working with paratransit patrons. All reservationists shall be fully trained and competent in the use of Marin Transit's Trapeze-based dispatching systems.

## **Vehicle Operators**

Vehicle operators will work on a schedule that ensures a consistent and overall high quality of service. Vehicle operators must have a valid Class B license with a passenger endorsement driver's license, as well as any other licenses required by applicable federal, state, and local regulations.



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

The Contractor shall be required to have an on-going refresher driver-training program for existing drivers and those of subcontractors. The training will include various topics, including the areas of defensive and safe driving, emergency crisis management, understanding work expectations, and other relevant topics. The Contractor may also be required to hold training that may be pertinent to a specific issue in time.

While performing their duties on the route, vehicle operators must maintain a clean and neat appearance and must be in an approved uniform with an identification badge that displays the operator's name and photo. The District has the right to approve or disapprove the operators' uniform to be used in service. Maintenance and replacement of uniforms remains the Contractor's responsibility.

In addition, the Contractor shall conduct pre-employment DMV checks and criminal background checks of all personnel (including independent contractor or subcontracted employees) hired for service. The Contractor shall participate in the DMV's Pull Notice Program. The Contractor shall also check DMV records at least every six (6) months and as additional updates are received for accidents, vehicle code violations, and valid driver's licenses of its employees whose jobs require them to operate vehicles for this project. This information shall be kept on file for each operator, and shall be stored in an accessible, central location.

### **Drug Free Work Place**

The Contractor hereby certifies that it will provide a drug-free workplace and shall establish a policy prohibiting activities involving controlled substances in compliance with Government Code section 8355 et seq. As applicable, the Contractor agrees to establish and implement a drug and alcohol program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the Department of Transportation to inspect the facilities and



records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor shall have on file with the Department of Transportation a Certificate of Compliance for its Drug and Alcohol Testing Program.

### Operations Space

The Contractor shall provide a central operations office accessible to disabled individuals in conformance with ADA regulations.

### B. Vehicles

#### Vehicle Description

With the exception of District-owned vehicles, the Contractor in providing the service shall use vehicles approved by the Transit District for local service and the Novato dial-a-ride, and GGT for intercounty ADA service. All vehicles shall be equipped with safety belts that passengers will use whenever being transported. Vehicles must meet all relevant specifications for disabled and elderly persons, including the specifications of the California Highway Patrol and the California Department of Motor Vehicles, and the Americans with Disabilities Act.

#### Marin Transit Owned Vehicles

Marin Transit shall make available for this contract 32 paratransit vehicles with varying capacities due to vehicle seating configuration. The following table describes these vehicles.

**Table 3 Vehicle Specifics**

Model	Vin Number	Seating Capacity Ambulatory/ Wheelchair	Mode of Power	Year
Ford E450	1FDXE45S05HB19365	12/1, 8/2, 6/3	Gas	2005
Ford E450	1FDXE45S05HA93799	12/1, 8/2, 6/3	Gas	2005
Ford E450	1FDXE45S55HA93801	12/1, 8/2, 6/3	Gas	2005
Ford E450	1FDXE45S95HA93798	12/1, 8/2, 6/3	Gas	2005
Ford E450	1FDXE45S25HB19366	12/1, 8/2, 6/3	Gas	2005
Ford E450	1FDXE45S45HB19367	12/1, 8/2, 6/3	Gas	2005
Ford E450	1FDXE45S75HA93802	12/1, 8/2, 6/3	Gas	2005
Ford E450	1FDXE45S35HA93800	12/1, 8/2, 6/3	Gas	2005
Ford E350	1FTSS34L16HA44978	8/1,4/2,2	Gas	2005
Ford E350	1FTSS34L36HA44979	8/1,4/2,2	Gas	2005
Chevy CK 3500	1GBJG31G421164141	8/1, 6/2, 4/2	Gas	2002



Model	Vin Number	Seating Capacity Ambulatory/ Wheelchair	Mode of Power	Year
Chevy CK 3500	1GBJG31G321163935	8/1, 6/2, 4/2	Gas	2002
Chevy CK 3500	1GBJG31G321163255	8/1, 6/2, 4/2	Gas	2002
Chevy CK 3500	1GBJG31G321164700	8/1, 6/2, 4/2	Gas	2002
Ford E450	1FD4E45S78DA09184	7/2	Gas	2009
Ford E450	1FD4E45S68DA09192	7/2	Gas	2008
Ford E450	1FD3E35L88DB57262	7/2	Gas	2008
Ford E450	1FD3E35L18DB57264	7/2	Gas	2009
Ford E450	1FD3E35L98DB57271	7/2	Gas	2009
Ford E450	1FD3E35L08DB57272	7/2	Gas	2009
Ford E450	1FD3E35L68DB57275	7/2	Gas	2009
Ford E450	1FD3E35L48DB57257	7/2	Gas	2009
Ford E450	1FD3E35L48DB57260	7/2	Gas	2009
Ford E450	1FD3E35L68DB57261	7/2	Gas	2009
Ford E450	1FD3E35L78DB57267	7/2	Gas	2009
Ford E450	1FD3E35L08DB57269	7/2	Gas	2009
Ford E450	1FD3E35L28DB57273	7/2	Gas	2009
Ford E450	1FD3E35L78DB57270	7/2	Gas	2009
Ford E450	1FD3E35L28DB57256	7/2	Gas	2009
Ford E450	1FD3E35L58DB57266	7/2	Gas	2009
Ford E450	1FD3E35L48DB57274	7/2	Gas	2009
Ford E450	1FD3E35L88DB57259	7/2	Gas	2009

### Vehicle Re-Branding

The Contractor will be required as a part of this contract to repaint and re-decal all current Marin Transit owned paratransit vehicles according to the District's new branding design standards which will be provided at the award of contract. By the way of example, a recent re-decating of other Marin Transit vehicles cost approximately \$2,000 per unit in 2009.

### Contractor-Supplied Vehicles

In addition to the vehicles provided by Marin Transit, the current contractor supplements the Marin Paratransit fleet with 20 additional cut-away style paratransit vehicles. Consistent with the sections of this RFP that outline Marin Transit's requirements for providing some ADA paratransit trips using taxis and other sub-contracted vehicles, the District desires to minimize the number of dedicated paratransit vehicles required under this Contract.



The Contractor will be required to meet or exceed standards of 2 passengers per vehicle revenue hour with no denials for intra-county trips, and 1 passenger per vehicle revenue hour with no denials for inter-county trips, and should propose a sufficient number of contractor-supplied cut-away paratransit vehicles that when combined with the Marin Transit fleet and brokered trips will enable the Contractor to meet that service standard.

### **Vehicle Rebranding Campaign**

The contractor will be required to repaint and redecals all existing Marin Transit owned paratransit vehicles per a new design scheme to be provided at the award of contract.

Supplied vehicles must be decaled according to Marin Transit design standards, which will be provided at the award of contract. Proposers should assume each provided vehicle will come with a base coat of white paint in determining the cost of decaling. By the way of example, the most recent costs for this decaling were approximately \$2,000 per unit in 2009.

Vehicle re-branding costs must be entered as a separate line item on in the Project Budget, Appendix E.

### **Stationing of Vehicles**

The Contractor shall provide for stationing of vehicles to be used for local paratransit service within the County of Marin. Intercounty ADA paratransit vehicles shall be stationed either in the counties of Marin, Sonoma, Contra Costa, or San Francisco.

### **Vehicle Storage**

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

### **Vehicle Maintenance**

The Contractor is responsible for all vehicle maintenance on both District-owned and contractor-owned vehicles. The Contractor will be responsible to ensure that all vehicle warranty work is performed in accordance with the warranty conditions, if applicable.

### **Vehicle Insurance and Replacement**

The Contractor is responsible for all appropriate and necessary insurance on all vehicles used for Marin Paratransit Program. Marin County Transit District and Golden Gate Bridge Highway and Transportation District should be named as additional insured on all policies.



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

### **Vehicle Fueling Plan**

All Marin Transit- owned or Contractor-owned vehicles used in Marin Paratransit service can be fueled at the Marin County Civic Center Fleet facility in order to affect savings compared to the cost of fuel purchased from retail commercial sources. The payment amount for fuel consumed by Contractor for Marin Paratransit services shall be calculated based on the ratio of actual mileage for each of these services compared to the combined total vehicle miles operated for Transit District, GGT and Contractor. The parties will agree on the ratio for calculating the Contractor's fuel expense prior to the Contractor being invoiced.

### **Communications System**

Marin Transit will supply Contractor with radio service acquired through the Marin Emergency Radio Authority (MERA) or comparable source for use by Contractor in the provision of Marin Paratransit services. Marin Transit provides this radio service as a shared expense with the costs allocated similar to the fuel costs.

The Contractor shall maintain a two-way communication system including a radio base station and individual in-vehicle radios and Mobile Data Terminals to support vehicle operation which allows instantaneous communication between driver and dispatcher. Dispatch support shall be provided for all hours vehicles are operated. The Contractor shall be provided this radio communication equipment as part of the Marin Emergency Radio Authority (MERA) emergency response program.

Contractor shall provide a minimum of eight dedicated telephone lines and the ability to sequence calls in the order they are received so as to handle customer reservations, complaints, questions, and Information and Referrals. Contractor staff must answer the phone number on daily between 8:00 am and 5:00 pm and be able to provide all information applicable to paratransit service in Marin County and information and referrals to other services. Outside of these hours the contractor will provide a number accessible to the public to be answered at all times while vehicles are in operation.

Contractor shall monitor phone calls so that patron trip requests are scheduled in an expeditious manner. An 800 number shall be available for scheduling intercounty ADA trips. The Contractor shall actively promote the use of the 711 California Relay Service the "711" relay service number for use by hearing impaired individuals



## **Vehicle Advertisement**

If Marin Transit develops a vehicle advertising program, the Contractor will be required to allow advertising on all vehicles. Contractor is prohibited from advertising on vehicles without consent by Marin Transit.

## **Applicable Codes and Regulations**

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

## **C. Operating Requirements and Standards**

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

### **Operating Performance Standards**

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

Service shall be provided according to the requirements of the District. The total number of daily trips provided will fluctuate with the demands of ADA clients. Operational difficulties that result in missed trips or vehicles not operating as required by this RFP must be reported immediately to the District.

### **Customer Complaints**

Procedures shall be established in order to ensure that project management staff is aware of passenger complaints and operational problems. Drivers are to report any passenger complaints or operational problems with the vehicle immediately to management staff, who will ensure that appropriate measures are taken by



supervisory or maintenance staff to correct the problem and report all complaints to Marin Transit.

### **On-Time Performance**

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, traffic conditions, or naturally occurring disasters if sufficient documentation is provided to the District. The Contractor is responsible for reporting ongoing traffic issues that effect on-time performance and working with Marin Transit staff.

The minimum On-Time Performance standards include:

- Passengers cannot be picked up more than 15 minutes earlier than their scheduled time;
- A trip is on-time when the vehicle arrives at the pick-up point within a window of 15 minutes before or 15 minutes after the scheduled pick-up time;
- No trips shall be missed due to unavailability of drivers or vehicles.

### **Personnel Performance Standards**

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

All personnel are responsible for knowledge of the service system design, including eligibility policy, connections to other ADA transportation services, tie down requirements, lift operation, and pick-up time windows. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints and operational problems to project management staff.

### **Fare Collection and Accountability**

The Contractor must collect fares on the paratransit service at levels set by Marin Transit and according to procedures approved by Marin Transit.

The operator will be responsible for accepting cash fares and other fare media approved by The District.

The Contractor will oversee the fare revenue collection system for the Novato Dial-a-Ride and the inter and intra-county paratransit services, including brokered services.

Fare revenue for all services will be deposited by Contractor with Transit District at intervals specified by Transit District.



During the term of the contract, the Contractor may be required by the District to work with the Metropolitan Transportation Commission (MTC) to implement TransLink fare collection, if available through MTC. This could include, but not be limited to, assisting with the installation of the Translink equipment, attending driver training, and becoming familiar with the Translink fare collection process.

#### **D. Mobility Management Components**

The Contractor will design and implement the Mobility Management components of this RFP in cooperation with District staff according to the specifications and timetable specified in Section II of this RFP. These include the ADA Transportation Brokerage, and the following Mobility Management Office functions: Information & Referral Service, Pre-paid Rider Accounts, Coordination with Countywide Volunteer Driver Program, and Development and Coordination Transportation Services for agencies and individuals who do not qualify for ADA services.

#### **E. Recruit and Maintain Transportation Provider Network**

In addition to Marin Transit-owned vehicles and Contractor-owned vehicles, the Contractor shall recruit and maintain a network of local transportation providers to meet Marin Transit's requirements for brokered trips. This may include but is not limited to the services of taxicabs, P.U.C. licensed providers and non-profit or community-based vehicles. The Contractor shall determine and approve the most appropriate and economical mode of transportation for each eligible rider requesting transportation services. The Contractor is encouraged to develop innovative strategies to reduce per trip costs subject to final approval by the District.

All taxicab subcontractors must be currently licensed to operate in Marin County by the Marin General Services Taxi Authority.

The Contractor's payments to transportation providers shall be reasonable to ensure adequate access to transportation services. The Contractor may negotiate rates through competitive bidding or utilize other strategies to ensure that the most appropriate and least costly transportation services are provided.

All subcontracts for the provision of transportation services shall specify the following minimum requirements and copies provided to the District for review:

- a. Responsibilities of the Contractor and subcontracted transportation provider.
- b. Scope of services required from the transportation provider.
- c. How the services, activities, and tasks to be performed by the transportation provider will be carried out.



- d. Pickup and delivery requirements.
- e. Driver and vehicle requirements.
- f. Training and orientation requirements for transportation providers and drivers.
- g. Procedures the Contractor will employ to monitor the transportation provider and how non-compliance will be addressed by the Contractor.
- h. Contract effective date and duration, termination, and renewal options.
- i. Reporting requirements of the transportation providers and expectations regarding driver logs.
- j. Financial terms of the agreement including billing schedules and terms of payment for the various modes.
- k. Provider grievance procedures.
- l. Staff, vehicle, and equipment requirements and service standards necessary to carry out the range of services covered.
- m. Confidentiality relating to rider data.
- n. Agreement by the transportation provider to be bound by the mandatory terms and conditions of the Contractor contract with Marin Transit, including insurance requirements.

The Contractor shall monitor and document subcontracted transportation service provider performance, and enforce subcontractor compliance with all applicable requirements of the Agreement. The Contractor's monitoring tasks shall include effective monitoring for fraud and misuse of the Program by customers and transportation service providers.

Marin Transit currently leases 4 wheelchair accessible taxicabs to one taxi provider, On the Move, Inc. As a part of this Contract, Contractor shall assume the master lease for these 4 vehicles and manage the sublease with On the Move, Inc. This will include managing and monitoring the sub-lessee's operation and maintenance of these vehicles and providing regular reporting of same.

## **F. Customer Relations**

The selected Contractor shall make information available to actively solicit information from Customers for the purpose of continually improving Customer satisfaction with the Program. In fulfilling this requirement, the Contractor shall perform the following tasks:



- a. Develop and maintain an internet website featuring Marin paratransit and mobility management information and links to websites featuring other pertinent transportation information for Marin consumers.
- b. Develop, maintain and distribute the Marin Transit Paratransit Rider's guide and other customer information. The current Paratransit Rider's guide can be found at: <http://www.marintransit.org/ridersguide.html>
- c. 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.
- d. In conjunction with Marin Transit, develop, implement and administer a Paratransit Grievance Committee for customers to submit Grievances regarding paratransit services.
- e. Develop, implement and administer a Customer feedback system, which shall include post-trip telephone calls to 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; detailed electronic logs of Customer complaints that can be sorted by Mode, driver, date and general subject matter category; and an annual Customer satisfaction survey using sample size requirements provided by the District.
- f. Provide management participation in regular paratransit Customer-oriented meetings, including the Marin Paratransit Coordinating Council, the Advisory Committee on Accessibility of the GGT, and the Housing and Transportation Committee of the Marin Commission on Aging.

## **G. Integration with Other Services**

Contractor shall be expected to 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.

## **H. Emergency or Backup Services**

The Contractor shall provide emergency response services to qualified individuals in the event of malfunction of mobility devices or for other causes as specified by the Transit District.

Service will also include, to the extent paratransit vehicles and drivers are available, prompt response to any request from a Golden Gate Transit bus dispatcher for a



paratransit vehicle to transport a passenger with disabilities from a Golden Gate Transit fixed-route. Such requests will be made when an incident occurs (other than when all wheelchair securement locations are occupied) which prevents a person with a disability from being accommodated on regular Golden Gate Transit fixed-route bus service, and Golden Gate Transit equipment and personnel are unavailable to provide back-up 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 Golden Gate Transit bus to complete his/her trip.

Service will also include, to the extent paratransit vehicles and drivers are available, assistance to people or agencies affected by natural or other disasters

## **I. Contractor Reports**

The Contractor is required to provide all of the reports described below by the times specified for each report. Marin Transit is currently in the process of purchasing a centralized data management system, which is anticipated to be operational prior to the beginning of this contract. The District requires that all reports requested be sent electronically to Marin Transit staff.

### **NTD Reporting**

Contractor will provide all necessary data for NTD reporting on both inter-county and intra-county services on a monthly basis.

### **Monthly Ridership Report**

A Monthly Trip and Fare Report shall be prepared by the Contractor and submitted to Marin Transit within ten (10) working days after the end of the month. This report shall contain daily ridership by type, farebox revenue, revenue hours, and other desired operating information by route.

### **Monthly Road Call/Missed Trip/Incident Report**

A monthly report of all road calls, missed trips, and incidents shall be prepared by the Contractor and submitted to Marin Transit within ten (10) working days after the end of each month. Missed trips or major incidents should also be reported to the District immediately via email to District staff.

### **Quarterly Preventive Maintenance and Vehicle Mileage Update Reports**

A Quarterly Preventive Maintenance (PM) Report shall be submitted to the District indicating the date and mileage when the last PM was performed for each vehicle and what type of PM (e.g., "A", "B", LOF, Brake Inspection, HVAC Inspection, etc.) was performed. This report shall match the Contractor's maintenance records and will be audited by the District on a random announced or unannounced basis.



## **Daily Accident Report**

A daily Accident Report shall be e-mailed to Marin Transit within 24 hours of each accident involving a vehicle in Marin Transit Service. Any major accident involving injuries or significant damage to Marin Transit vehicles shall be immediately reported through direct person-to-person contact, followed by a written summary of the accident/incident.

## **Monthly Passenger Complaint Report**

The monthly Complaint Report shall be emailed to Marin Transit and include a listing of all complaints or commendations the Contractor received related to the service including those on Comment Cards forwarded to the contractor by Marin Transit. The report should include how the comment was received, when it was received, type of comment, description of comment, contact information (if given), and what actions were taken. The contractor will maintain a supply of customer comment cards in each vehicle.

## **Driver List**

The Contractor must maintain an updated list of drivers and backup drivers. Any changes to the list must be made before a driver starts revenue service. Updated versions of this list must be provided to Marin Transit.

## **J. Vehicle Maintenance Standards**

### **Unforeseen Major Repairs**

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

### **Warranty Service**

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



## **Tires**

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

## **Spare Vehicles**

The Contractor shall dispatch a spare vehicle in the event of a vehicle breakdown or accident.

## **Road Calls**

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

## **Spare Parts**

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

## **Required Service and Maintenance Records**

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

The Contractor is responsible for keeping the vehicle file current throughout the term of the Contract and shall remit complete copies of all vehicle files to the District at the end of the Contract. The District shall have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the contractor's facilities for the duration of the contract. The Contractor shall have a maintenance records system that meets the criteria set forth in this section within 90 days of the start of the contract.

## **Quality Assurance**

The District shall have immediate and unrestricted access to all vehicle maintenance records and vehicles during planned or unannounced visits or inspections to vehicles



and the contractor's facility for the duration of the contract. The District shall be entitled at all times to conduct inspections of any vehicle in order to determine compliance with the provisions hereof.

### **California Highway Patrol (CHP) Terminal Inspection**

The Contractor shall maintain a record of satisfactory California Highway Patrol (CHP) terminal inspections throughout the life of the contract. Upon completion of a CHP terminal inspection, the Contractor shall immediately notify the District in writing as to whether the contractor's facility received a satisfactory or unsatisfactory rating from the CHP; the Contractor shall provide a copy of the CHP report to the District and indicate what action is being pursued if an unsatisfactory rating was received. These reports shall be submitted to the District within 10 working days subsequent to the CHP inspection.

If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the District immediately and state what is being done to correct the deficiency. The District reserves the right (at its sole discretion) to inspect and reject, temporarily or permanently, by notice to the Contractor, any vehicle the Contractor proposes to use or subsequently utilize which the District deems unacceptable. The District reserves the right to terminate the contract with cause with a 30-day notice if the Contractor receives an unsatisfactory rating from the CHP.

### **Vehicle Maintenance Status**

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

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

This list can be consolidated if the A/C and wheelchair lift inspections are performed concurrently with the PM inspection. The District may add categories at its discretion.

The District will consider a computer-generated version of the vehicle status board in place of an actual physical board, so long as this version can be posted or e-mailed.



## **Preventive Maintenance Program**

Preventive maintenance / safety inspections shall be performed every 3,000 miles or 30 days, whichever comes first.

Engine oil and filter changes are to be performed at 6,000-mile intervals (or sooner if required by the manufacturer).

The entire tune-up, along with all repairs and adjustments, must be completed in conformance with the manufacturer's specifications and the engine must be in good operating order for Marin Transit to consider the tune-up complete.

The transmission shall have a major service every 12,000 miles. The service shall meet or exceed the manufacturer's "severe duty" service criteria guidelines/specifications, including the use of the latest manufacturer-recommended transmission fluid option(s).

Provision shall be made in the maintenance program to complete the majority of scheduled preventive maintenance services and repair when the vehicles are not required for service.

## **Preventive Maintenance of Lift Equipment**

The Contractor shall cause all drivers to cycle all lifts prior to the start of revenue service. Drivers must document and submit all noted lift defects to the contractor's maintenance department. The Contractor shall provide a separate preventive maintenance program for the vehicle wheelchair lift system that meets or exceeds the manufacturer's recommended or specified PM program, including testing the wheelchair lifts with a minimum of 350 pounds to simulate the weight of a wheelchair passenger. The PM program for the wheelchair lifts should be done as part of the regular PM cycle. The wheelchair lift PM program shall be submitted within the response of this RFP.

## **Vehicle Cleanliness**

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

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



The interior of each vehicle will be thoroughly cleaned at least once each week. This complete cleaning shall include (but not be limited to) ceiling, walls, area behind the seats, floors, driver's area and dash, ancillary equipment, and windows.

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

The interior shall 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 driver of such vehicle. The interior passenger compartment of each vehicle shall be free of noxious odors from cleaning products, vermin control products, and exhaust fumes emitted by the engine of such vehicle.

### **General Repairs**

The Contractor shall provide, as required, all general repairs to vehicles provided by this contract. The Contractor will be required to obtain original equipment manufacturer (OEM) parts and supplies. No variance will be allowed regarding OEM replacement parts unless written requests are submitted by the Contractor with all relative documentation to the District for review and subsequent written approval forwarded to the Contractor.

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

Maintenance repairs to paratransit vehicles must be completed within a reasonable amount of time to minimize the time the vehicle is not available for revenue service or back-up service. All efforts should be made by the Maintenance Manager to accomplish this. Adequate maintenance staff levels and shift assignments, proper inventory controls, and established accounts with various vendors are just some of the resources available to address this issue. If a vehicle is to be out of service for more than one day, other arrangements for back-up service must be made. Paratransit vehicles must be available for revenue service within two weeks (14 days) of the vehicle being out of service. Under these circumstances, a non-decaled vehicle may be used as a back-up. A non-decaled vehicle may not be used in revenue service unless circumstances are outside of the Contractor's control and it has been approved by Marin Transit.



## **Repair of Accident Damage**

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

## **Repair of Decals**

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

## **Painted Surfaces**

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

## **Wheel Maintenance**

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

## **Maintenance Facilities and Equipment**

The Contractor will provide an adequate facility for supporting the operation and maintenance of paratransit services provided under this contract. The facility will include, (but not be limited to) an asphalted parking lot, inside garage with lifting equipment (with the ability to lift the vehicle overhead), maintenance area, parts storage area, revenue vehicle cleaning and servicing area, administrative offices, revenue vehicle parking lot and a dispatch area. The maintenance area will be fully equipped with all materials required to maintain all vehicles in accordance with the specifications, manufacturer's warranty, and PM programs. The maintenance area shall be kept clean and safe at all times throughout the term of the contract. The Contractor will be responsible for obtaining and complying with all required building, occupancy, or other governmental permits and must abide by OSHA safety standards.



During the term of the contract, the Contractor will be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials produced at the facility and shall comply with all applicable Federal, State, and local laws, regulations, and requirements. The term “hazardous materials” includes flammable, explosive, or radioactive materials, chemicals, hazardous waste, toxic wastes, or materials, or other similar substances, and any petroleum products or derivatives deemed hazardous by Federal, State, or local law.

### **Maintenance Facility Location**

The Contractor shall locate the maintenance facility as required in reasonably-close proximity to the service area to allow for minimal deadhead mileage. This requirement will minimize the District’s contract cost and extend the life of the vehicles provided herein.

If the proposed maintenance or storage facility is to be acquired, the Contractor shall indicate what actions will be taken to acquire those sites prior to the start of service. The District shall approve maintenance and storage locations.

### **K. Performance Penalties**

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

Penalties applicable thereto shall be charged based upon non-compliance with the standards reported by: 1) the Contractor; 2) at least five passengers; or 3) Marin Transit staff. The District reserves the right to modify these performance criteria as necessary.

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

### **Operating Performance Penalties**

The operating related monitoring activities shall include (but not be limited to) vehicle cleanliness, completed vehicle trips, on-time submission of reports, heating and air conditioning system performance, and vehicle operation. Table 4 lists operating performance penalties.



**Table 4: Operating Performance Penalties**

Description of Violation	Penalty
1) Early Trips	\$50
2) Late Trips (>15 minutes outside window)	\$25
3) Failure to Submit Reports	\$50 per report
4) Falsification of Reports	\$500
5) Heating or Air Conditioning Failure in Service	\$50
6) Unsafe Operation of Vehicle	\$100
7) Misuse of Marin Transit Vehicle	\$100
8) Use of Cell Phone during Vehicle Operation	\$100
9) Driver Discourtesy	\$50
10) Driver not Wearing Seatbelt during Vehicle Operation	\$100
11) Schedules or Complaint Cards not Available on Vehicles	\$50
12) Rider Alerts/ Posters not Posted on Vehicles	\$50
13) Radio Communication Not Maintained	\$100
14) ADA Related Equipment or Driver Error	\$500
15) Failure to Complete Driver Daily Pre and Post Trip Inspection	\$100
16) Negligence of Contractor Staff Resulting in Injury to Passengers	\$500

**Maintenance Performance Penalties**

Table 5 details Maintenance Performance Penalties.



**Table 5: Maintenance Performance Penalties**

Description of Violation	Penalty
1) Failure to Complete Scheduled Inspection/Oil Change/Lube Intervals/Engine Tune-Ups	\$50
2) Failure to Maintain Clean Vehicles	\$100/day
3) Failure to Complete Preventive Maintenance of Air Conditioning	\$50
4) Insufficient Inventory of Spare Parts	\$100 per day vehicle out of service
5) Failure to Make Timely Repairs of Accident Damage	\$100
6) Not Maintaining Clear Vehicle Maintenance Records	\$500
7) Not Providing Maintenance Reports to Marin Transit	\$50
8) Failing an Inspection by California Highway Patrol (CHP)	\$500
9) Safety Violations in Maintenance Yard or Vehicle Condition	\$500
10) Failure to Keep Wheelchair Lifts in Proper Working Condition	\$1,000
11) Failure to Remove Graffiti from Vehicles in a Timely Manner	\$100
12) Failure to Keep Glass and Windows in Proper Condition	\$100

**Adjustments to Service**

The District reserves the right to adjust service hours, number of vehicles, service area, operating rules, and so forth to accommodate ridership increases, decreases, or other changes as may be required. The District may adjust any of the specifications detailed herein at the District's sole discretion. Such adjustments shall include but are not limited to changes in the inter-county ADA paratransit services as requested by GGT.



## **SECTION V. OTHER CONTRACT REQUIREMENTS**

### **A. Special Terms and Conditions**

The Contractor shall abide by the special terms and conditions detailed in Appendix A.

### **B. Transition of Service**

Upon termination or completion of the contract term, the Contractor shall fully cooperate with the District and successor Contractor(s) to effect a smooth and seamless transition of all the components of the contracted services to the new Contractors. During this transition of service, the Contractor shall be responsible for returning all District-provided vehicles and equipment to Marin Transit in the condition in which they were received (with the exception of normal wear and tear), including, but not limited to, body condition, system(s) condition and function, all ancillary equipment (intact and functional), and overall vehicle operation and performance.

### **C. Forms to be returned**

- a. Application Checklist
- b. Certification Regarding Lobbying
- c. Insurance reduction Waiver Form
- d. Non Collusion Affidavit
- e. Disclosure of Governmental Positions
- f. Disqualification Questionnaire
- g. Certification regarding Debarment
- h. Cost Proposal Form
- i. Budget



# Appendices

- A. Special Terms and Conditions
  - B. Contract short form
  - C. Evaluation Criteria
  - D. Applicant Checklist
  - E. Budget
  - F. Cost Proposal Form
  - G. Certification Regarding Lobbying
  - H. Insurance Requirements
  - I. Insurance Reduction Waiver Form
  - J. Non-Collusion Affidavit
  - K. Disclosure of Governmental Positions
  - L. Disqualification Questionnaire
  - M. Certification Regarding Debarment
  - N. Labor Code Section 1070 -1074
- Paratransit IT Systems (Separate Downloadable Documents)



## **Appendix A: Special Terms and Conditions**

Contractor must conform to all special terms and conditions listed for Compliance to FTA Third Party Contract Requirements 4220.1E and other applicable State and Federal regulations.

### **1. Energy Conservation**

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

### **2. Clean Water**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **3. Clean Air**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **4. No Obligation by the Federal Government**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



## 5. Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

## 6. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office



of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **7. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests that would cause (name of grantee) to be in violation of the FTA terms and conditions.

## **8. Charter Service Operations**

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from



providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

## **9. School Bus Operations**

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

## **10. Lobbying**

Please submit 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING, signed by the Contractor's authorized official (Appendix G).

## **11. Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **12. Contracts Involving Federal Privacy Act Requirements**

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.



### 13. Transit Employee Protective Provisions

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.



(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.



**14. Drug and Alcohol Testing**

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R Parts 655, including producing any documentation necessary to establish its compliance with Parts 655 and permitting any authorized representative of the United States Department of Transportation, its operating administrations, the state oversight agency or the Transit District to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R Parts 655 and to review the testing process. The Contractor agrees further to certify annually its compliance with Parts 655 and to submit the Management Information System (MIS) reports to Caltrans upon request. To certify compliance, the Contractor shall use the ("Substance Abuse Certifications" in the "Annual List of Certifications and assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. Prior to commencement of service on behalf of the Marin County Transit District, the Contractor shall submit a copy of its Policy Statement developed to implement its drug and alcohol testing program for review and approval by the Transit District's authorized representative.

**15. Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by the Transit District. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Transit District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Access to Records**

The following access to records requirements apply to this Contract:

- (1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R.



18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

## **17. Recovered Materials**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the RFP of the items designated in Subpart B of 40 CFR Part 247.

## **18. Termination**

(1) Termination for Convenience - Marin Transit by 30 days written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Marin Transit shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.



(2) Termination for Default - If the Contractor fails perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Marin Transit may terminate this contract for default. Marin Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

(3) Opportunity to Cure - Marin Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 15 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Marin Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Marin Transit setting forth the nature of said breach or default, Marin Transit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Marin Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

## **19. Breaches and Dispute Resolution**

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

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

(3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his



employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

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

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

## **20. Disadvantaged Business Enterprises**

(1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this RFP.

(2) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Marin Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(4) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Marin Transit. In addition, the contractor may not hold retainage from its subcontractors.

(5) The contractor must promptly notify Marin Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Marin Transit.



## **NON-COLLUSION CERTIFICATE**

By submitting a proposal, the PROPOSER represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named, and that PROPOSER has not, directly or indirectly, induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from proposing, and that the PROPOSER has not in any manner sought by collusion to secure to the PROPOSER an advantage over any other PROPOSER. The Non-Collusion Certificate form found with the Form of Proposal shall be completed and returned with the proposal package.

### **21. PENALTY FOR COLLUSION**

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any proposal or proposals, colluded with any other parties, then the contract so awarded shall be null and void; and the CONTRACTOR shall be liable to the District for all loss or damage which the District may suffer thereby; and the Board of Directors may advertise for a new contract for said labor, supplies, materials, equipment or services.



## Appendix B: Contract Short Form

Contract Log # \_\_\_\_\_

### MARIN COUNTY TRANSIT DISTRICT

### STANDARD SHORT FORM CONTRACT

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and \_\_\_\_\_, hereinafter referred to as "Contractor."

#### RECITALS:

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

\_\_\_\_\_; and

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

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

#### **SCOPE OF SERVICES:**

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

#### **FURNISHED SERVICES:**

The District agrees to:

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



**FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

**MAXIMUM COST TO DISTRICT:**

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$\_\_\_\_\_ including direct non-salary expenses.

**TIME OF AGREEMENT:**

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

**INSURANCE:**

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to District. The general liability policy shall be endorsed naming the Marin County Transit District as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the District prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to District of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the District, its employees, officers, and agents, harmless and defend the District against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. District agrees to timely notify Contractor of any negligence claim.

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

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.



**6.1 GENERAL LIABILITY**

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The District shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

(see sample form: ISO - CG 20 10 11 85).

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

**6.2 AUTO LIABILITY**

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

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

**6.3 WORKERS' COMPENSATION**

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to District prior to commencement of work.

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

**6.4 OTHER INSURANCES**

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed \*\$2,500 unless approved by the District.

6.4.a Professional Liability Insurance..... (check box if required)



\*Deductibles greater than \$2,500 require Insurance Reduction/Waiver form (**Exhibit “C”**) to be completed.

6.4.b Maritime Insurance..... (**check box if required**)

**NONDISCRIMINATORY EMPLOYMENT:**

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

**SUBCONTRACTING:**

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

**ASSIGNMENT:**

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

**LICENSING AND PERMITS:**

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



**BOOKS OF RECORD AND AUDIT PROVISION:**

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

**TITLE:**

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the District. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to District without exception or reservation.

**TERMINATION:**

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



**RELATIONSHIP BETWEEN THE PARTIES:**

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

**AMENDMENT:**

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

**ASSIGNMENT OF PERSONNEL:**

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

**JURISDICTION AND VENUE:**

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

**INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

**COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the District's contact person referenced in paragraph 20. NOTICES below.

**20. NOTICES:**

This Contract shall be managed and administered on District's behalf by the Department Contract Manager) named below.

All invoices shall be submitted and approved by this Department and all notices shall be given to District at the following location:



Contract Manager: Amy Van Doren, Director of Operations

Dept./Location: Marin Transit

750 Lindero St., Suite 200  
San Rafael, CA 94901

Telephone No.:

Notices shall be given to Contractor at the following address:

Contractor:

Address:

Telephone No.:

**21. ACKNOWLEDGEMENT OF EXHIBITS**

**CONTRACTOR'S INITIALS**

**EXHIBIT A.**            **Scope of Services (required)**

\_\_\_\_\_

**EXHIBIT B.**            **Fees and Payment Schedule  
(required)**

\_\_\_\_\_

**EXHIBIT C.**            **Insurance Reduction/Waiver**

\_\_\_\_\_

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

**APPROVED BY  
MARIN COUNTY TRANSIT DISTRICT:**

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

**District Administrator**

**CONTRACTOR:**

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

Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_



---

**COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason applies)**

**REASON(S) REVIEW:**

- Contract Requires Board of Supervisor’s Approval**
- Standard Short Form Content Has Been Modified**
- Optional Review by County Counsel at Department’s Request**

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

**Date:** \_\_\_\_\_



**EXHIBIT "A"**

**SCOPE OF SERVICES (required)**

**EXHIBIT "B"**

**FEES AND PAYMENT SCHEDULE (required)**

**EXHIBIT "C"**

---



## Appendix C: Proposal Evaluation and Criteria

Marin Transit intends to award a Contract to the most qualified firm submitting a responsive Proposal. Ranking will be based on a maximum of 1000 points, weighted as indicated below. In determining the number of points a Proposal will receive in each category, Marin Transit will consider the Proposal material submitted, references, oral interviews (if applicable), and any other relevant information about a given Proposer. The following criteria will be used in the evaluation of the Proposals:

The evaluation of proposals received on time and deemed responsive to this RFP will be conducted in the following two stages:

### 1. Technical Proposal 700 Points Total

- a. Proposer's experience in developing effective collaborative approaches to maximizing community resources (public, for-profit, and non-profit) in the provision of ADA or other transportation services for seniors, persons with disabilities and low-income residents, and the added value they bring to the service. **200 POINTS**
- b. Experience of the proposer in implementing transportation services involving tasks, scale, timeframe and financial responsibility similar to those required in this contract. **150 POINTS**
- c. Proposer's management approach. Demonstration in the written proposal of the proposer's ability, facilities and capacity to provide all required services in a timely, efficient and professional manner. This includes the proposer's staffing/operation plan (approach to providing vehicles & drivers); record keeping and reporting (tracking of operations, procedural compliance, etc.); employee/driver recruitment, training and retention plan; call center; mobility management components; transition/implementation plan; and financial responsibility. **200 POINTS**
- d.
- e. Experience and expertise of staff assigned to this contract. **75 POINTS**
- f. Quality of references and record of performance on other contracts. **75 POINTS**

### 2. Cost Proposal 300 Points Total

- a. Cost proposals will be evaluated based on the reasonableness of the proposal relative to the expected services provided. **300 POINTS**



## Appendix D: Applicant Checklist

All proposals must include the following items and must be presented in the following order. Provide below your organization's name, and check-off all the sections listed below that are included in your proposal.

Applicant Name:

	Contractor's Cover Letter
	Proposal Checklist
	Applicant Information and Declaration
	Organizational Chart
	Qualifications and Experience
	Client Reference List
	Operations and Maintenance Plan
	Proposed Fleet
	Personnel
	Proposed Scheduling and Dispatch System
	Proposed Procedures for Taking Reservations
	Service Monitoring Procedures
	Complaint Procedures
	Reporting Capabilities
	Proposed Maintenance Plan
	Safety and Training Program
	Facility Description
	Start-up and Transition Plans
	Start-up Plan
	Transition Plan (if applicable)
	Cost Proposal
	Proposed Fee Rate
	Budget
	Mobility Management Components (listed)
	Certification Regarding Lobbying
	Insurance reduction Waiver Form
	Disclosure of Governmental Positions
	Disqualification Questionnaire
	Certification regarding Debarment
	Applicant's Non-Collusion Affidavit

Authorized Officer Signature

Date



## Appendix E: Budget

COMBINED BUDGET TOTALS	2010	2011	2012	Sub Total
<b><u>PARATRANSIT COSTS</u></b>				
PERSONNEL COSTS				
Total Salaries and Wages				
Total Fringe Benefits				
TOTAL PERSONNEL COST				
TOTAL OPERATING COSTS				
<b>TOTAL PARATRANSIT COSTS</b>				
<b>VEHICLE REBRANDING (2010 ONLY)</b>				
<b>TOTAL MOBILITY MANAGEMENT COSTS</b>				
<b>GRAND TOTALS</b>				

<b>BUDGET ITEM - PARATRANSIT COSTS</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>Sub Total</b>
<b>OPERATING COSTS</b>				
Administration				
Accounting				
Customer Service Survey				
ADA Certification				
Paratransit Guide (produce & distribute)				
Drug Testing				
Fingerprinting				
Driver Recruitment				
Training - Vehicle Operators				
-Mechanics/Maintenance Personnel				
-Dispatchers/Reservationists				
Mileage Reimbursement				
Physicals				
DMV Pull Notices				
Driver Uniforms				
Vehicle Registration				
Maintenance/Storage Facility Rent				
Oil				
Fuel				
Vehicle Maintenance				
Audit				
Postage				
Photocopy / Printing				
Utilities				
Telephones				
Cell Phones/Pagers/Radios				
Insurance Vehicles				
Insurance Business Liability				
Vehicle Leases				
Sub Contracted Trips				
Other (please specify)				
Overhead and Profit				
<b>TOTAL OPERATIONS COSTS</b> (From Above)				
<b>TOTAL PERSONNEL COSTS</b> (From the Personnel Cost Page)				
<b>TOTAL PARATRANSIT COSTS*</b>				

\*This amount is entered on the "Total Paratransit Cost" line on both the Combined Budget Totals page & the Paratransit Cost Proposal Form, Appendix F.



BUDGET ITEM	2010	2011	2012	Sub Total
<b>PARATRANSIT PERSONNEL COSTS</b>				
<b>DRIVERS</b>				
Driver Grade 1 @\$ _____ per hour				
Driver Grade 2 @ \$ _____ per hour				
Driver Grade 3 @ \$ _____ per hour				
Driver Grade 4 @ \$ _____ per hour				
Driver Grade 5 @ \$ _____ per hour				
FRINGE BENEFITS @ _____%				
<b>TOTAL DRIVERS WAGES and BENEFITS</b>				
<b>SUPERVISORY PERSONNEL (list by position &amp; rate of pay)</b>				
Project Manager				
Operations Manager				
Maintenance Manager				
Supervisor _____				
Supervisor _____				
Supervisor _____				
Supervisor _____				
FRINGE BENEFITS @ _____%				
<b>TOTAL Supervisory Wages and Benefits</b>				
<b>OTHER PERSONNEL (Listed below by position and hourly rate of pay)</b>				
Mechanic _____				
Mechanic _____				
Mechanic _____				
Dispatcher _____				
Dispatcher _____				
Dispatcher _____				
Call Taker _____				
Call Taker _____				
Call Taker _____				
Admin Clerk				
Other (Specify) _____				
Other (Specify) _____				
FRINGE BENEFITS @ _____%				
<b>Other Personnel Wages &amp; Benefits Total</b>				
<b>TOTAL PERSONNEL</b>				
<b>TOTAL FRINGE BENEFITS</b>				
<b>TOTAL PARATRANSIT PERSONNEL COSTS</b>				



BUDGET ITEM	2010	2011	2012		Sub Total
MOBILITY MANAGEMENT COSTS <sup>1</sup>					
<u>INFORMATION &amp; REFERRAL</u>					
Specified Costs					
_____					
_____					
_____					
_____					
TOTAL INFORMATION & REFERRAL					
<u>PREPAID ACCOUNTS</u>					
Specified Costs					
_____					
_____					
_____					
_____					
TOTAL PREPAID ACCOUNTS					
TOTAL MOBILITY MANAGEMENT <sup>2</sup>					

<sup>1</sup> See section II of the RFP detailing Mobility Management Requirements.

<sup>2</sup> This amount is entered in Mobility Management Costs section on the Combined Budget page and on the Cost Proposal Form.



**Appendix F: Cost Proposal**

Paratransit Services FY's 2010-13	MCTD Intra-county Paratransit Services			GGT Inter-county Paratransit Services			Novato Dial-a-Ride Service		
	FY 2010	FY 2011	FY 2012	FY 2010	FY 2011	FY 2012	FY 2010	FY 2011	FY 2012
<b>ESTIMATED</b>									
Revenue Hours									
Revenue Miles									
Passenger Trips									
<b>COSTS PER/</b>									
Revenue Hour									
Revenue Mile									
Passenger Trip									
<b>TOTAL COST</b>									
Total Paratransit Cost									
Vehicle Rebranding									
Total Mobility Management									
Total Cost									



## Appendix G: 49 CFR Part 20 - Certification Regarding Lobbying

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date



## Appendix H: Insurance Requirements

### 1. MANDATORY INSURANCE POLICIES

Before providing services under this Agreement, Contractor shall acquire and maintain the following insurance coverage for the term of this Agreement 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.

#### (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. Marin Transit must review a non-ISO form prior to acceptance of the Agreement.

##### (ii) Mandatory Policy Contents or Endorsement Provisions

Marin County Transit District (Marin Transit), and the public entity awarding the Agreement if other than the Marin Transit, and their officials, employees and volunteers, as well as Golden Gate Transit (GGT), and their officials, employees and volunteers, shall be named as additional insured parties on the face of all policies when service is contracted with 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 Marin Transit, its officials, employees or volunteers. In cases of contracted service being provided by a governmental agency with self-insurance or at Marin Transit's discretion, provide a letter signed by a duly authorized representative of the governmental agency to that effect to Marin Transit's General Manager, with a carbon copy (Cc) sent to GGT's General Manager, acknowledging that said governmental agency will cover Marin Transit and GGT, 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 Marin Transit, its 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 Marin Transit and GGT are named as an additional insureds on the policy for all activities engaged in by Contractor under the terms of this Agreement. 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 Marin Transit, Contractor shall maintain limits of no less than Two Million Dollars (\$2,000,000) 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 coverage shall contain no special limitations to the scope of protection afforded to Marin Transit, its officials, employees or volunteers.

(iii) Minimum Limits of Insurance

Subject to the option and agreement of the Marin Transit, Contractor shall maintain limits of no less than Two Million Dollars (\$2,000,000) Combined Single Limit per accident for bodily injury and/or property damage.

(c) 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 Endorsements Provisions

Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(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 Marin Transit and shall provide that they may not be canceled or materially diminished in limits without first providing Marin Transit with thirty (30) days written notice of intended cancellation or diminution. If Contractor fails to maintain the required insurance, Marin Transit 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 Agreement, contractor shall require subcontractor to provide insurance identical to the coverage required under this Agreement, except as specified below, and shall require subcontractor to name Contractor as additional insured under its Agreement. Certificate(s) of Insurance(s) and original endorsement(s) providing such coverage shall be provided to Marin Transit.

Should Contractor enter into Agreement or assign work contemplated under this Agreement 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.

### 5. DEDUCTIBLES AND SELF INSURED RETENTIONS

Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by Marin Transit. Contractor shall be solely responsible for all deductibles or self insured retentions, if any.

### 6. VERIFICATION OF COVERAGE

Contractor shall furnish Marin Transit 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 authorized to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by Marin Transit or on forms received and approved by Marin Transit before work commences. Marin Transit 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 Agreement 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 Marin Transit as required. If Contractor fails to procure and maintain the required insurance, Marin Transit may do so, and the premiums of such insurance shall be paid by Contractor to Marin Transit upon demand. The policies of insurance Contractor is to provide under this agreement shall be for a period of not less than one year. Contractor acknowledges that failure to maintain the insurance coverage as described herein at any time during the term of this Agreement constitutes a material breach of this Agreement.

In the event that Contractor receives any notice of cancellation, cessation or suspension of coverage, if shall immediately notify Marin Transit.



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

Marin Transit has the right to request additional coverages and/or endorsements on the insurance as Marin Transit deems necessary, and Marin Transit shall compensate for any additional cost incurred for such coverages and/or endorsements. The amounts, insurance policy forms, endorsement(s) and insurer(s) issuing the insurance shall be satisfactory to Marin Transit in its sole and absolute discretion.

#### 9. INSURANCE REDUCTION/WAIVERS

The proposer may request a waiver of the Insurance Requirements by submitting the Insurance Reduction/Waiver Form (Appendix I below). No guarantee is provided that such a request will be accepted and that said Insurance Requirements will be relieved.



## Appendix I: Insurance Reduction / Waiver Form

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

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

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

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


Contract Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Extension: \_\_\_\_\_

Approved by Risk Manager: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix J: Applicant's Non-Collusion Affidavit

### (Must be executed by Applicant and submitted with Proposal)

Pursuant to Government Code section 7106, Applicant shall fill in the three blank lines below with: (a) the name of the persons signing this affidavit on behalf of the Applicants; (b) the title of the persons signing this Proposal in relation to the Applicant; and (c) the legal name of the Applicant.

(a) \_\_\_\_\_, being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California, that he or she has the right, power, legal capacity, and authority to execute this Affidavit as (b) \_\_\_\_\_ of (c) \_\_\_\_\_, the Applicant, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Applicant has not directly or indirectly induced or solicited any other Applicant to put in any false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Applicant or anyone else to put in a sham Proposal, or that anyone shall refrain from Bidding; that the Applicant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Applicant or any other Applicant, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Applicant, or to secure any advantage against the public body awarding the Service Agreement of anyone interested in the proposed Service Agreement; that all statements contained in the Proposal are true; and, further, that the Applicant has not, directly or indirectly, submitted its Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

**IN WITNESS WHEREOF**, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to sign this document on behalf of the Applicant, and have caused this document to be executed by setting hereto their names, titles and signatures at County, in the State of \_\_\_\_\_.

APPLICANT: \_\_\_\_\_

(Signature)

(Date)

\_\_\_\_\_

(Printed or Typed Name and Title of Signatory)

\_\_\_\_\_

(Legal Name of Applicant)



## Appendix K: Disclosure of Governmental Positions

### DISCLOSURE OF GOVERNMENTAL POSITIONS

The Prospective Contractor hereby discloses that the following officers and employees of the Contractor currently hold the following positions with the identified governmental agency or held such position in the past 12 months.

Name of Owner/Employee Name of the Governmental Agency Complete Address of Government Agency Governmental Position, (e.g. Director, officer and employee)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix L: Disqualification Questionnaire

### DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete, under penalty of perjury, the following questionnaire: Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix M: Certification Regarding Debarment

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

- A. By signing and submitting this proposal, the PROPOSER is providing the signed certification set out below.
- (1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - (2) The PROPOSER shall provide immediate written notice to the District if at any time the PROPOSER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - (3) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact the District for assistance in obtaining a copy of those regulations.
  - (4) The PROPOSER agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
  - (5) The PROPOSER further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
  - (6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.



(7) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(8) Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

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

(1) The PROPOSER certifies, by submission of this bid or proposal, that neither it nor its “principals,” as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If PROPOSER is unable to certify to the statements in this certification, PROPOSER shall attach an explanation to this proposal.

Firm Name

Signature of Authorized Official

Name and Title of Authorized Official

Date



## LABOR CODE

### SECTION 1070-1074

1070. The Legislature finds and declares all of the following:

- (a) That when public transit agencies award contracts to operate bus and rail services to a new contractor, qualified employees of the prior contractor who are not reemployed by the successor contractor face significant economic dislocation as a result.
- (b) That those displaced employees rely unnecessarily upon the unemployment insurance system, public social services, and health programs, increasing costs to these vital government programs and placing a significant burden upon both the government and the taxpayers.
- (c) That it serves an important social purpose to establish incentives for contractors who bid public transit services contracts to retain qualified employees of the prior contractor to perform the same or similar work.

1071. The following definitions apply throughout this chapter:

- (a) "Awarding authority" means any local government agency, including any city, county, special district, transit district, joint powers authority, or nonprofit corporation that awards or otherwise enters into contracts for public transit services performed within the State of California.
- (b) "Bidder" means any person who submits a bid to an awarding agency for a public transit service contract or subcontract.
- (c) "Contractor" means any person who enters into a public transit service contract with an awarding authority.
- (d) "Employee" means any person who works for a contractor or subcontractor under a contract. "Employee" does not include an executive, administrative, or professional employee exempt from the payment of overtime compensation within the meaning of subdivision (a) of Section 515 or any person who is not an "employee" as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)).
- (e) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.
- (f) "Public transit services" means the provision of passenger transportation services to the general public, including paratransit service.
- (g) "Service contract" means any contract the principal purpose of which is to provide public transit services through the use of service employees.
- (h) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.



1072. (a) A bidder shall declare as part of the bid for a service contract whether or not he or she will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days.

(b) An awarding authority letting a service contract out to bid shall give a 10 percent preference to any bidder who agrees to retain the employees of the prior contractor or subcontractor pursuant to subdivision (a).

(c) (1) If the awarding authority announces that it intends to let a service contract out to bid, the existing service contractor, within a reasonable time, shall provide to the awarding authority the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees. In addition, the existing service contractor shall make this information available to any entity that the awarding authority has identified as a bona fide bidder. If the successor service contract is awarded to a new contractor, the existing contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successor contractor. The duties imposed by this subdivision shall be contained in all service contracts.

(2) A successor contractor or subcontractor who agrees to retain employees pursuant to subdivision (a) shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor contractor or subcontractor.

(3) The successor contractor or subcontractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than 10 days. Nothing in this section requires the successor contractor or subcontractor to pay the same wages or offer the same benefits provided by the prior contractor or subcontractor.

(4) If, at any time, the successor contractor or subcontractor determines that fewer employees are required than were required under the prior contract or subcontract, he or she shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the successor contractor or subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the successor contractor or subcontractor.

1073. (a) An employee who was not offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successor contractor or subcontractor in any superior court having jurisdiction over the successor contractor or subcontractor. Upon finding a violation of this chapter, the court shall order reinstatement to employment with the successor contractor or subcontractor and award back pay, including the value of benefits, for each day of violation. A violation of this chapter continues for each day that the successor contractor or subcontractor fails to employ the employee, within the period agreed to pursuant to Section 1072.

(b) The court may preliminarily or permanently enjoin the continued violation of this chapter.

(c) If the employee prevails in an action brought under this chapter, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.



1074. (a) Upon its own motion or upon the request of any member of the public, an awarding authority may terminate any service contract made pursuant to Section 1072 if both of the following occur:

(1) The contractor or subcontractor has substantially breached the contract.

(2) The awarding authority holds a public hearing within 30 days of the receipt of the request or its announcement of its intention to terminate.

(b) A contractor or subcontractor terminated pursuant to subdivision (a) shall be ineligible to bid on or be awarded a service contract or subcontract with that awarding authority for a period of not less than one year and not more than three years, to be determined by the awarding authority.

