Request for Proposal

for

OPERATION AND MAINTENANCE OF MARIN TRANSIT’S COMMUNITY SHUTTLE SERVICE

for

711 Grand Street, Suite 110
San Rafael, CA 94901
Tel: (415) 226-0855
www.marintransit.org

<table>
<thead>
<tr>
<th>Service Requested:</th>
<th>Operation and Maintenance of Community Shuttle Service in Marin County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Type:</td>
<td>Operations Management</td>
</tr>
<tr>
<td>Number of Contracts:</td>
<td>1</td>
</tr>
<tr>
<td>Estimated Revenue Hours:</td>
<td>Year 1: 30,121</td>
</tr>
<tr>
<td></td>
<td>Years 2-5: 35,625</td>
</tr>
<tr>
<td></td>
<td>Up to 10,000 Optional New Hours</td>
</tr>
<tr>
<td>Duration:</td>
<td>3 Fixed and 2 Option Years</td>
</tr>
<tr>
<td><strong>Funding Source:</strong></td>
<td>Marin County Measure A/TDA 4.0/Other</td>
</tr>
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<tr>
<td><strong>Date Issued:</strong></td>
<td>February 11, 2013</td>
</tr>
<tr>
<td><strong>Pre-Proposal Meeting</strong></td>
<td>February 25, 2013</td>
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<tr>
<td><strong>Deadline for Questions Regarding this RFP:</strong></td>
<td>February 27, 2013</td>
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<tr>
<td><strong>Proposals Due:</strong></td>
<td>March 15, 2013</td>
</tr>
<tr>
<td><strong>Interviews:</strong></td>
<td>Week of March 25, 2013</td>
</tr>
<tr>
<td><strong>Award:</strong></td>
<td>April 15, 2013</td>
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MARIN TRANSIT REQUEST FOR PROPOSALS
MAINTENANCE AND OPERATION OF MARIN TRANSIT’S COMMUNITY SHUTTLE SERVICE

SECTION 1 – GENERAL INFORMATION

INTRODUCTION

Marin Transit requests proposals from qualified firms to provide fixed route shuttle service in Marin County. The service currently consists of four routes (222, 233, 257, & 259) operating an annual total of 11,670 revenue hours. Span of service is seven days a week with most routes operating weekdays only from around 7:00 AM to 6:00 PM or 7:00 PM. One route currently operates on weekends from 8:00 AM to 6:00 PM. In August of 2013, Marin Transit anticipates service adjustments that will include adding two new routes (219, 251), expanding two existing routes (257, 259), and modifying one route (222). In total, these adjustments are estimated to increase the total annual service by 24,000 revenue hours. While these services are in the late stages of planning, Marin Transit may adjust or add potential additional shuttle hours prior to exercising the option years of the contract.

All service described in this RFP is currently provided by cutaway vans. Contractor will be expected to provide an adequate operating and maintenance facility to operate the current service and any possible expansion of the program as outlined in the following scope of services.

Proposals must be received by 3:00 p.m., March 15, 2013. The initial contract period will be for three (3) years with the possibility of up to two (2) optional annual extensions. The initial contract period will begin on July 1, 2013 and end on June 30, 2016.

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

OVERVIEW OF MARIN TRANSIT

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

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

In 2004 the voters approved Marin County’s 1/2 cent sales tax increase, Measure A, which enabled Marin Transit to utilize a dedicated local funding to support and expand its local bus and rural stagecoach programs and introduce its community shuttle program.

SERVICE DESCRIPTION

Service Area Characteristics and Route Descriptions
This Request for Proposal solicits proposals to deliver Marin Transit’s Community Shuttle program, which currently provides community-based services in 24’ cutaway vans that supplements local traditional bus service. The shuttle services are offered in lower density or lower ridership areas or areas where larger bus capacity is not warranted and falls under the District’s Local Circulator route typology. These services rely on good transfer opportunities to the regular local and regional services for travel outside the community and outside the County. The chart below provides detail on each of the proposed routes to be operated under the contract awarded as the result of this proposal. Please note that annual revenue hour estimates are based on the first full year of operation (FY 2013-14). This chart should be considered as illustrative as Marin Transit reserves the right to shift, increase, and decrease services as defined elsewhere in this document. Current schedules and additional information can be found on the District’s website at www.marintransit.org.

**Span of Service and Frequency (Annual Estimates based on first full year of service)**

<table>
<thead>
<tr>
<th>Route</th>
<th>Days of Operation</th>
<th>Service Span</th>
<th>Frequency</th>
<th>Annual Rev Hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Weekdays</td>
<td>Weekends</td>
<td>Weekdays</td>
</tr>
<tr>
<td>233 Santa Venetia Shuttle</td>
<td>MTuWThFSatSun</td>
<td>7:00 am–7:00 pm</td>
<td>8:00 am–6:00 pm</td>
<td>60 min</td>
</tr>
<tr>
<td>257 Smith Ranch Shuttle</td>
<td>MTuWThF</td>
<td>6:30 am–8:30 pm</td>
<td>-</td>
<td>60 min</td>
</tr>
<tr>
<td>259 Marinwood Shuttle</td>
<td>MTuWThFSatSun</td>
<td>7:45 am–8:40 pm</td>
<td>7:45 am–8:40 pm</td>
<td>60 min</td>
</tr>
<tr>
<td>219 Tiburon Shuttle</td>
<td>MTuWThFSatSun</td>
<td>6:00 am–8:00 pm</td>
<td>7:30 am–7:30 pm</td>
<td>20/30 min</td>
</tr>
<tr>
<td>251 Novato Shuttle</td>
<td>MTuWThFSatSun</td>
<td>8:00 am–8:00 pm</td>
<td>8:00 am–8:00 pm</td>
<td>60 min</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
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</table>

**Note:** Route 222 is currently included in the Community Shuttle program. At this time, Marin Transit does not funding to continue this route beyond August of 2013 and is not anticipating operating this service under the new contract.

**Holidays**

Marin Transit does not provide shuttle service on: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. All other days typically operate regular service schedule.

**Fare Structure**

Marin Transit community shuttles accept cash fares, passes, stored value cards, and some special tickets through a GFI Odyssey validating farebox. The Contractor will be responsible for the sale of the daily passes on-board the Community Shuttle vehicles, but will not be responsible for the sale of
the weekly or monthly passes. It is anticipated that the regional fare collection technology, Clipper, will be included on these services at or near the initiation of this contract.

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

Regional fares and stored value tickets are also accepted on the shuttles and are good for transfer to Golden Gate Transit bus and ferry service outside the County. The appropriate local or regional transfers are given to passengers at the time of boarding.

CAPITAL EQUIPMENT AND FACILITIES

Vehicle Inventory

The Community Shuttle program will require an estimated 11 vehicles to operate. This includes nine revenue vehicles plus two spares. The table below shows a summary of the current Community Shuttle fleet. This list should be considered as representative of the available fleet as the actual fleet make-up could change prior to service start-up.

Fixed Route Vehicle Summary

<table>
<thead>
<tr>
<th>Vehicle Type</th>
<th>Year</th>
<th>Quantity</th>
<th>Length</th>
<th>Fuel</th>
<th>Engine</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Dorado Cutaway Van</td>
<td>2008</td>
<td>2</td>
<td>24’</td>
<td>Gas</td>
<td>Ford Aerotech 240</td>
</tr>
<tr>
<td>El Dorado Cutaway Van</td>
<td>2011</td>
<td>1</td>
<td>24’</td>
<td>Gas</td>
<td>Ford Aerotech 240</td>
</tr>
<tr>
<td>El Dorado Cutaway Van</td>
<td>2013</td>
<td>8</td>
<td>24’</td>
<td>Gas</td>
<td>Ford Aerotech 240</td>
</tr>
</tbody>
</table>

Vehicle Equipment

All Community Shuttle vehicles are equipped with bicycle racks that can carry up to two bicycles and support two wheelchairs. Additionally, all vehicles are equipped with automatic passenger counters and automatic vehicle locators that provide riders with real-time passenger information online or via text messages. They also have TwinVision headsigns and GFI registering fareboxes. Clipper Card readers, the mechanism for accepting the region’s universal fare card, are expected to be installed on Marin Transit Community Shuttle vehicles prior to or near the initiation of this contract term.

Vehicle Storage

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

Vehicle Fueling Plan

All shuttle vehicles will be fueled at the Marin County Civic Center Fleet facility. The fuel cost will be paid directly by Marin Transit and should not be included in the hourly costs.

Radio Communications System

The Contractor will maintain a two-way communication system (either by a radio base station and radios or cell phones or other technology) to support vehicle operation that allows instantaneous
communication between operator and dispatcher. Dispatch support will be provided for all hours that Marin Transit vehicles are in operation. The Contractor will be prepared to provide equipment for radio communication. In addition, the Contractor will provide Marin Transit staff with comparable radio communication equipment to monitor service operations. If requested by Marin Transit, the operator should be prepared to participate in the Marin Emergency Radio Authority (MERA) emergency response program.

**Bus Advertisement**

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

**Return of Vehicles**

Upon termination or completion of the contract term, the Contractor will be responsible for returning all vehicles and equipment to Marin Transit in the condition in which they were received (with the exception of normal wear and tear), including (but not limited to) body condition, system(s) condition and function, all ancillary equipment (intact and functional), and overall vehicle operation and performance. In addition to vehicles this requirement also applies to: bicycle racks; fareboxes (installed units, spare units, and parts inventory); farebox portable data unit and audit unit; and any other Marin Transit provided equipment.

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

**Facilities**

The Contractor will provide an adequate facility for supporting the operation and maintenance of bus services provided under this contract. The facility will include (but not be limited to) an asphalted parking lot, inside garage with lift equipment (with the ability to lift a bus overhead), maintenance area, parts storage area, revenue vehicle cleaning and servicing area, administrative offices, sufficient space to allow for operator training and relief, revenue vehicle parking lot, and a dispatch area. The maintenance area will be fully equipped with all materials required to maintain all vehicles in accordance with the specifications, manufacturer’s warranty, and preventative maintenance programs. The maintenance area will be kept clean and safe at all times throughout the term of the contract. The Contractor will be responsible for obtaining and complying with all required building, occupancy, or other governmental permits and must abide by OSHA safety standards. Facility must be equipped with a computer and non-dial-up internet access to allow data input directly into Marin Transit’s web based data collection software. The Contractor will locate the maintenance facility as required in reasonably-close proximity to the service area to allow for minimal deadhead mileage. This requirement will minimize Marin Transit’s contract cost and extend the life of the vehicles provided by the District.

If the proposed facility is to be acquired, the Contractor will indicate to Marin Transit what actions will be taken to acquire those sites prior to the start of service. If multiple facilities are proposed to be acquired and used for services outlined in this RFP, the contractor will indicate how these facilities
will be utilized and what actions will be taken to acquire these sites prior to the start of service. Marin Transit will approve maintenance and storage locations.

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

SECTION 2 – TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

Proposals must include nine hard copies (one unbound proposal plus eight bound copies) and one electronic copy delivered to Marin Transit’s offices no later than 3:00 p.m. PST on Friday, March 15, 2013. Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. The response to this RFP must be made in accordance with the format set forth in this Section. Failure to adhere to the following format may be cause for rejection of the proposal as non-responsive.

Proposals will be organized in the following format:

1. **Cover Letter:** Identify the prime Contractor and describe any subcontract arrangements. Please identify the person who is authorized to negotiate for the team, and indicate that the proposal represents a firm binding offer for 120 days.

2. **Company Financial Capacity:** Submit a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects and all pending litigations in which the company may be directly or indirectly involved. If Proposer, and/or any of its owners and/or officers, has filed (voluntarily or involuntarily) bankruptcy within the last seven years, Proposer must provide detailed information concerning such bankruptcy. Proposer must also provide detailed information on any failures to complete awarded contracts and any contract defaults or terminations.

3. **Experience:** Supply a ten-year history of Proposer’s company and demonstrate at least five consecutive recent years’ experience in service operations of a system similar in scope, size, and complexity to the package of services being proposed. Include:
   - Name and address of client
   - Date service was provided
   - Type of services provided (e.g. fixed route, paratransit)
   - Functions performed (e.g. vehicle operation, dispatching, maintenance)
   - Number of employees
   - Number of buses operated in peak service
   - Types and sizes of buses operated
   - Accident and industrial injury information that accurately reflects the quality of service provided (detailed accident information is also requested in the Safety Program below)
- Road failure rate (road calls per 100,000 miles)
- Name of the individual responsible for administering and monitoring the contract for the client organization, and an address and telephone number where that person can be reached

4. References: Provide any additional relevant reference information over and above the contacts information provided above.

5. Personnel: Include a listing of all proposed personnel with qualifications and responsibilities for each position or classification. A Project Manager and Maintenance Manager must be designated and identified, and a detailed resume must be submitted; resumes of other key personnel should also be provided. If personnel will be shared with other projects, the percentage of time dedicated to this project must be included. If subcontractors are to be used, describe the arrangement as well as their role in the project. The Proposer should provide an organizational chart which identifies how the following functions will be satisfied: project management, maintenance management, level and expertise of mechanics, dispatch, road supervision, safety/training, customer service, and bus operations (including full and part-time operators). This section should also address the following:
   - Describe training programs for managers and supervisors.
   - Discuss method for attracting and maintaining a quality and experienced workforce for this project. Provide a table showing the salary range or hourly rates and benefit package Proposer will provide for each position, including operators, mechanics, supervisors, and dispatchers, and specifically state if incentives for ASE certification will be provided for maintenance staff.
   - Discuss any minimum experience or training required as a condition of hiring mechanic staff.
   - Confirm whether intention to comply with California SB 1070-1074 and intention with regard to hiring employees of the existing Community Shuttle service Contractor.

6. Management Plan: Provide a management plan for this project, including a detailed description of understanding of the work to be performed. Plan should also include:
   - Creative ideas proposed to maximize safe and efficient transit operations
   - Description and extent of corporate support available to on-site staff and Marin Transit

7. Operations Plan: Provide an operations plan for this project that includes Proposer’s approach to each of the following operational areas. Provide any relevant policies and procedures as an appendix to the submittal.
   - Service Quality Assurance Describe in detail all operating and maintenance procedures that Proposer will employ in order to ensure service quality and help prevent service-related problems. Discussion should include monitoring of on-time performance and maintaining on-time performance, strategies for expeditiously resuming service in the event of a road call or other service interruption, operator in service evaluations, bus cleanliness inspections, and other relevant issues. Discuss any plans to sub-contract with an independent firm to assist in project monitoring.
• **Customer Service** Discuss Proposer’s approach to customer service, trip planning, and any customer service programs and tools that will be provided.

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

• **Extra Board** Discuss proposed extra-board policy.

• **Employee Scheduling** Provide proposed schedule for maintenance, road supervision and dispatch that ensures coverage consistent with the requirements identified in the Scope of Work.

• **Communication** Radio contact between buses in service and dispatcher will be maintained at all times. Describe how Proposer will ensure this, including the use of handheld radios, maintenance of radio equipment, and contingency plans in case of radio theft and field coverage if a radio breakdown occurs while a bus is in revenue service.

• **Operator Relief** Describe how Proposer will handle operator relief and breaks.

• **Employee Incentive Programs** Describe any proposed internal employee incentive program that would be implemented as part of this contract.

• **Hiring, Training, Road Supervision** Describe operator hiring, training, and evaluation processes. Include the total number of hours of classroom and behind the wheel training that will be provided. Include Proposer’s minimum qualifications for each relevant position e.g. background checks, language fluency, age minimums. Provide a detailed description of operator training program, including the amount of time dedicated to each aspect of the Proposer’s training program. The proposal will describe how the ongoing performance of the operators, mechanics, and supervisory personnel will be monitored and evaluated and how this will used to improve performance.

• **Accident/Incident Investigation** Describe process for accidents and incidents and include any standard forms used by Proposer.

• **Technology** Describe experience with the following technology: Automatic Vehicle Location Systems (AVL); Automated Passenger Counters (APC); GFI Odyssey fareboxes; Clipper (the San Francisco Bay Area Regional stored value card); TransTrack; and Drive Cam or other on-board video monitoring products.

• **Support Vehicles** How many support vehicles will be provided for this project, and how will these vehicles be used to support operations? Describe the type, age and mileage of all the vehicles **Vehicle Maintenance Plan**: Provide a detailed description of the maintenance program to be used. The program should meet or exceed Marin Transit’s requirements as stated in the Scope of Work. The following should be included at a minimum:

• **Overall Maintenance Plan** A Vehicle Maintenance Plan detailing how the following areas will be addressed:
  - Preventative maintenance
  - General repair
  - Parts inventory
  - Bus washing and detailing
8. **Safety Program:** Include a written safety plan. Passenger safety is one of the most important aspects of providing public transportation. Proposer’s safety record will be evaluated based on the following:

- Overall company safety record in public transportation
- A summary copy of Proposer’s operator training program
- A summary copy of Proposer’s safety program. Safety programs should include customer relations, defensive driving, refresher training, safety meetings, and safety incentives.
- A summary copy of Proposer’s emergency response plan for hazardous materials for both the operational facility site and on-street incidents
- A review of any CHP inspection reports in the past three years of operations
- Proposer’s plans for providing and monitoring video event recorders (e.g. Drivecam) on the vehicles used in this operation. Include whether data collected by event records will be available to Marin Transit on an as needed basis.

9. **Contractor Facility:** Submit a description of proposed maintenance and operations facility (location, size, and detailed description of all facilities) to be utilized in the performance of this service. Include supporting documentation such as photos and/or a property lease/purchase offer (if available). Please note that Marin Transit prefers that Proposers have a yard in the same geographic area as the routes they are proposing to operate. Marin Transit has established as a goal an average of fifteen (15) miles distance between the Proposer’s facility and the start of the farthest route within the service area. If multiple facilities are proposed to be acquired and used for services outlined in this RFP, the contractor will indicate how these facilities will be utilized and what actions will be taken to acquire these sites prior to the start of service.

10. **Cost Proposal:** Submit a detailed breakdown using the attached Cost Proposal Forms in Attachment A. Failure to complete these forms will result in the rejection of the proposal. To aid in the preparation of the proposal Proposers may retype forms.

This contract will be reimbursed on a variable revenue hour rate (less missed service) basis for the base service hours. Contractors are required to propose an overall revenue hour rate for new service that includes all additional costs of providing this service. “Revenue Hour” is
defined as the time when a vehicle is available to the general public and there is an expectation of carrying passengers.

11. **Project Schedule:** Describe transition plan between the time that this contract is awarded and the first day of service. Explain how Proposer will address issues such as operator training if Marin Transit vehicles are not available.

12. **Professional Services Contract:** Indicate willingness to accept the terms and conditions in the Standard Short Form Contract (Attachment B) or list those to which Proposer takes exception, and, as appropriate, provide proposed alternate wording. It is not Marin Transit’s intent to make substantial changes to the Standard Short Form Contract. Proposer must also acknowledge their willingness to accept the FTA Grant Contract Provisions (Attachment C).

13. **Required Forms:** Complete and include all of the forms included in Attachment D (FTA Certification Forms) and Attachment E (California Levine Act).

### PRE-PROPOSAL MEETING AND QUESTIONS

Potential Proposers are invited to an informational pre-proposal meeting/teleconference scheduled for **Monday, February 25, 2013 at 1:00 p.m.** at Marin Transit offices, 711 Grand Avenue, Suite 110, San Rafael, CA 94901. A representative vehicle used in the Community Shuttle service will be available for inspection at that time. It will be possible to participate in this meeting via conference call. Interested firms should contact Marin Transit staff by 5:00 p.m., Friday, February 22, 2013 in order to participate in the pre-proposal teleconference. Questions and answers from the pre-proposal meeting/teleconference as well as others received during the open question and answer time will be provided on Marin Transit website ([http://www.marintransit.org/purchasing.html](http://www.marintransit.org/purchasing.html)) by Monday, March 4, 2013. It is the responsibility of the Proposer to visit Marin Transit website to obtain the question and answer information as well as any other updates to the RFP.

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

Barbara Duffy  
Director of Planning and Operations  
415-226-0865  
bduffy@marintransit.org

### PROPOSAL SUBMITTAL PROCEDURE

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

1. The proposal will be transmitted with a cover letter as described above.

2. The proposal will be addressed to:  
   Marin Transit  
   711 Grand Avenue, Suite 110  
   San Rafael, CA 94901  
   Attention: Barbara Duffy

3. The proposal will be dispatched in order to be received at the above address no later than 3:00 p.m. on March 15, 2013. Late proposals will not be accepted.

4. Marin Transit will schedule interviews during the week of March 25 2013.
PROPOSAL EVALUATION AND AWARD PROCEDURE

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

The following criteria will be used to evaluate proposals (relative weights as shown)

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Pts.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ability of Proposer to perform based on experience and history with similar transit contracts</td>
<td>20</td>
</tr>
<tr>
<td>Experience and qualifications of the assigned local and regional personnel</td>
<td>20</td>
</tr>
<tr>
<td>Ability of Proposer to meet the specific requirements of this Request for Proposal</td>
<td>20</td>
</tr>
<tr>
<td>Price proposal (Must include completed Cost Proposal Forms, provided in Appendix A)</td>
<td>30</td>
</tr>
<tr>
<td>Preference for complying with Labor Code 1072</td>
<td>10</td>
</tr>
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</table>

PROPOSAL TIMELINE

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals issued by Marin Transit</td>
<td>February 11, 2013</td>
</tr>
<tr>
<td>Pre-proposal meeting (711 Grand Avenue, Suite 110, San Rafael, CA at 1:00 pm)</td>
<td>February 25, 2013</td>
</tr>
<tr>
<td>Deadline for receipt of written questions and requests for addenda</td>
<td>February 27, 2013</td>
</tr>
<tr>
<td>Marin Transit responses and addenda issued</td>
<td>March 4, 2013</td>
</tr>
<tr>
<td>Proposals due – 3:00 p.m.</td>
<td>March 15, 2013</td>
</tr>
<tr>
<td>Oral Interviews</td>
<td>Week of March 25, 2013</td>
</tr>
<tr>
<td>Contract Award</td>
<td>April 15, 2013</td>
</tr>
<tr>
<td>Service Start Date</td>
<td>July 1, 2013</td>
</tr>
</tbody>
</table>
ADDITIONAL CONSIDERATIONS

Definitions

All references to transit terminology in this document will be as defined in the Federal Transit Administration National Transit Database (NTD) Glossary. The NTD glossary can be found at http://www.ntdprogram.gov/ntdprogram/Glossary.htm.

Solicitation Disclaimer

Marin Transit reserves the right to withdraw this RFP at any time without notice. Marin Transit reserves the right to reject any and all responses. Marin Transit reserves the right to award to other than the low Proposer. All responses to this RFP become the property of Marin Transit upon submission. The costs of preparing a proposal and participating in an interview are at the sole expense of the Proposer.

Confidentiality

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

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

Protests

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

Changes in Scope-of-Work

Base Service

Without invalidating the contract, Marin Transit may order additions to or deletions from the work to be performed. Marin Transit will be allowed to increase or decrease annual revenue hours by approximately 15% (30,000 to 40,000 revenue hours) without affecting the rates for service.

New Service

During the period of this contract, Marin Transit anticipates making changes to the structure of this service that could result in the Proposer being offered up to 10,000 revenue hours of service over the base service (that is over 40,000 revenue hours). Proposers are requested to provide an hourly rate for these additional services that includes all costs associated with providing a new. New services are likely to be implemented toward the end of the contract period.

Marin Transit will have the right to make changes in routes, schedules, and other elements of work not involving extra cost and not inconsistent with the work to be performed. In addition, Marin Transit may make alterations or additions in routes or schedules to respond to the demands of special events and other occurrences. If additional cost to Proposer results from these changes, extra payment will be made by Marin Transit in an amount equal to the extended rate specified in the
contract or as may be otherwise agreed to by Marin Transit and Proposer in advance of such extra work.

**Precontractual Expenses**

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

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

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

**Verbal Agreement or Conversation**

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

**Special Funding Considerations**

Any contract resulting from this RFP will be financed primarily with funds available from Marin County’s Measure A Transportation Sales Tax, Transportation Development Act 4.0, and State Transit Assistance. This project is not currently financed with Federal Transit Administration funds and Marin Transit has no immediate plans to use federal assistance in this project. The contract for this service is contingent upon the receipt of these funds and annual budget approval of Marin Transit Board of Directors. In the event that funding from these sources is eliminated or decreased, Marin Transit reserves the right to terminate any contract or modify it accordingly.

**Withdrawal of Proposals**

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

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

**Insurance/Indemnity**

At its own expense, Contractor will obtain and maintain for the duration of the contract the insurance policies and endorsements required in Attachment B, the Standard Short Form Contract. Contractor will provide Marin Transit with a certificate of insurance, naming Marin Transit as an additional insured, which will provide that the insurance may not be cancelled or the coverage reduced without providing Marin Transit a minimum of 30 days prior written notice of such cancellation or reduction of coverage. Contractor will also provide Marin Transit with a certificate of
insurance that names the Golden Gate Bridge, Highway, and Transportation District as an additional insured for use of the San Rafael Transit Center.

Contractor will indemnify and hold Marin Transit, its employees, officers, and agents, harmless and defend Marin Transit against any and all claims, damages, losses, and expense that may arise by reason of the Contractor’s negligent actions or omissions. Marin Transit agrees to notify Contractor of any negligence claim in a timely manner.

Use of Buses and Equipment

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

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

Prior to the effective date, Contractor and Marin Transit will provide a detailed maintenance record of the interior and exterior of each bus, and conduct a joint inspection of its mechanical condition to establish its overall condition at the time of transfer of the bus to Contractor.

Ownership of Proposals and Data

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

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

Compliance with the Levine Act

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

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

Federal Transit Administration (FTA) Certifications and Grant Contract Provisions
This project is not currently financed with Federal Transit Administration funds and Marin Transit has no immediate plans to use federal assistance in this project. However, Marin Transit has included these clauses to preserve access to federal funds in the future. Accordingly, Federal requirements apply to this contract and if those requirements change then the most recent requirements will apply to the project as required. Contract Provisions can be found in Appendix C. Required Federal Proposal submittals can be found in Appendix D.

**Compliance with California Labor Code Sections 1070 et seq.**

Contractor and any subcontractors will be responsible for full compliance with California Labor Code Section 1070, et seq. The law establishes incentives to those submitting proposals for public transit service contracts that will retain qualified employees of the prior Contractor or its subcontractor to perform the same or similar work for a period of at least 90 days. These incentives protect against the significant economic dislocation of qualified public transit employees. Pursuant to the law, the Proposer must declare in its proposal whether or not it and its subcontractor(s) will retain the employees (as defined by California Labor Code Section 1071(d)) of the prior Contractor or subcontractor(s), except for reasonable and substantiated cause, for a period of at least 90 days. Marin Transit will give a 10% preference to any Proposer that declares that it will retain such employees. The successful Contractor and its subcontractor(s) that declares it will retain such employees will be responsible for the duties and obligations provided in California Labor Code Section 1072, including making a written offer of employment to each employee to be retained and in the event fewer employees are necessary under the new contract, retaining qualified employees by seniority within the job classification. Nothing in California Labor Code Section 1070 et seq. requires Contractor or subcontractor(s) to pay the same wages or offer the same level of benefits provided by the prior Contractor or subcontractor(s). The successful Contractor will also be subject to the enforcement provisions of California Labor Code Section 1073 for any violations of this law.

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

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

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

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

At least six months prior to the end of the Agreement, Contractor and its subcontractor(s) will be required to provide Marin Transit a complete list of employees who have participated in providing Marin Transit services. This list of employees will indicate the length of service of each employee, their job title and description, and their current salary. This information may be distributed by Marin Transit to future bidders for a new contract that will commence whenever the current contract term ends. Contractor and its subcontractor(s) must provide updates on a monthly basis of the employee lists after the original employee list has been submitted. Contractor’s and its subcontractors’ obligation to provide monthly updates of the employee lists will last until the end of the Agreement term. If a new contract is awarded to a different Contractor at the end of Contractor’s Agreement, Contractor must provide to the new Contractor the name, address, date of hire, wages, benefit level, and job classification of each employee employed at Contractor’s locations covered by Contractor’s Agreement within three working days after Contractor has been notified by Marin Transit of the identity of the new Contractor.

Governing Document

Any item of work contained in either the RFP or the Proposal will be performed by Contractor as though it appeared in the executed Agreement. In the event of any conflict, the terms of the Agreement and the RFP govern over the Proposal unless specifically stated otherwise.
SECTION 3 - SCOPE OF WORK

OVERALL CONTRACTOR RESPONSIBILITIES

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

- Provide vehicle operations, vehicle maintenance, and operating personnel;
- Provide operator and other personnel training;
- Develop and maintain administrative procedures, performance statistics, and financial records;
- Support service planning; and
- Develop and implement methods to maximize service efficiency.

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

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

Personnel

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

The Contractor will be required to comply with Marin County’s Living Wage Ordinance throughout the duration of the contract and complete a Living Wage Ordinance Declaration. Rules and Regulations regarding the Living Wage can be found at: [http://www.co.marin.ca.us/depts/AD/main/LWO/livingwage.cfm](http://www.co.marin.ca.us/depts/AD/main/LWO/livingwage.cfm). The Contractor will be solely responsible for payment of all employee wages, benefits, and subcontractor costs. Without any additional expense to Marin Transit, the Contractor will comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security. The Contractor will defend, indemnify, and hold Marin Transit harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices. Marin Transit will have the right to demand removal of any personnel furnished by the Contractor from the project for reasonable cause (to be determined by Marin Transit).

The Proposer will include the wages and benefits proposed to be offered to the existing Contractor staff. Contractors are encouraged to propose wages and benefits for incumbent Contractor staff that are at a minimum equal to what those employees are currently receiving from the incumbent Contractor. Attachment G details the current wages and benefits of the incumbent Contractor. Marin Transit must be notified in writing of any changes to key personnel and reserves the right to reject changes in staffing. The Contractor must file and maintain a current list of operators with Marin Transit as well as a current organization chart. The Contractor is responsible for all personnel, this includes two key positions: Project Manager and Maintenance Manager. The Contractor’s personnel must demonstrate the ability to provide the general functions as described below:

Project Plan and Staffing Plan
Contractor personnel should include, at a minimum, the following functions: project management, maintenance management, mechanic, dispatch, road supervision, safety/training and vehicle operators. Minimum requirements for each of these functions are identified below.

**Project Management**

Project Management will provide both direct staff supervision and management of the project’s accounts and operating records. Project Management duties will include but are not limited to the following:

- Training and scheduling of all regularly assigned project personnel.
- Arranging the assignment of quality back-up personnel whenever necessary.
- Distribution and collection of operating reports.
- Daily monitoring of ridership and the collection of all fares.
- Supervision of all project staff to ensure the provision of quality service that meets or exceeds the requirements of this RFP and the proposal.
- Preparation of monthly summaries of operations data on a line-by-line, run-by-run basis.
- Maintenance of individual project accounts.
- Preparation of a monthly invoice that will document all charges minus the total amount of fares collected and any possible penalties, missed, or incomplete service.
- Responsibility for the complete operation of all Marin Transit-owned vehicles, including all ancillary equipment, e.g., wheelchair lifts, air conditioning, fareboxes, AVL equipment, destination signs.
- Immediate responsibility for addressing any operational problems and/or passenger complaints and accurately reporting these problems to Marin Transit in a timely manner.

**Maintenance Management**

Maintenance management will ensure that vehicle performance standards, as outlined in the RFP, are adhered to and that all vehicles are systematically inspected, maintained, and repaired while minimizing time out of service. The maintenance manager must possess the ability to provide vehicle maintenance supervision, quality oversight, 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 of maintenance quality. This will include tracking and analysis of PMI on-time performance and quality, monthly vehicle road calls and breakdowns, and engine/transmission fluid usage and fluid samples to evaluate vehicle engine/transmission condition. The maintenance manager will utilize this information to develop engine/transmission rebuild campaigns that will maximize the miles between road calls and minimize the miles between road failures.

**Mechanics**

Maintenance personnel who have demonstrated experience and skills in the work to be performed must perform all repair work. At a minimum, one “A” level mechanic will be available at any given time during scheduled revenue hours throughout the day. An “A” level mechanic is broadly defined as a professional Journeyman Level maintenance technician with a minimum of four years experience as a mechanic and significant experience in the major systems and subsystems of motor...
vehicles. The “A” level mechanic is capable of safely and accurately performing his/her duties with little or no supervision. A qualified “A” level mechanic is capable of performing complex trouble shooting and diagnostic procedures efficiently by utilizing past experience, logical thought, and the latest technologies including mechanical, hydraulic, electrical, and electronic testing equipment.

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

_Dispatchers_

_A dispatcher will be assigned during operator sign-on, sign-outs, and the hours of revenue service (including Saturdays, Sundays, and holidays) to maintain contact with the operators, and to respond to requests/inquiries from operations and Marin Transit staff. Dispatchers will be responsible for coordinating vehicle and operator assignments, monitoring radio transmissions for service quality, monitoring daily traffic conditions, and responding to service interruptions and alterations._

_Road/Field Supervisors_

Proposers will provide dedicated on-street road supervision throughout the service area during the time that the vehicles are in revenue service to: a) ensure quality service delivery on a regular basis; b) facilitate fleet deployment while performing pre- and post-trip inspections c) monitor and review on-time performance captured by onboard AVL equipment; d) work with Marin Transit staff to identify operational efficiencies to improve revenue and non-revenue operations; e) provide extensive field support in an effort to minimize service interruption; f) address specific service problems and service interruptions; and g) complete specific projects as requested. A road supervisor should be available to respond to all service incidents within 60 minutes or prior to the next scheduled trip.

_Safety/Training_

_Training_

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

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

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

**System Safety**

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

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

**Vehicle Operators**

Vehicle operators will work on a schedule that ensures a consistent and overall high quality of service. Vehicle operators must have a valid California Class B (with appropriate endorsements) operator’s license and Medical Examination Certificate, as well as any other licenses required by applicable federal, state, and local regulations. Marin Transit vehicles used in this contract do not currently require an air brake endorsement however this may be a requirement at some point during the contract period.

While performing their route duties, vehicle operators must maintain a clean and neat appearance and must be in a uniform that displays the operator’s name. Marin Transit has the right to approve or disapprove of the operators’ uniform to be used for the service. Maintenance and replacement of uniforms remains the Contractor’s responsibility.

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

**Drug Free Work Place**

Contractor(s) will comply with:

- U.S. Department of Transportation (DOT) regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 CFR Part 40 to the extent applicable.

- (In the event federal funds are applied to this project) Federal Transit Administration (FTA) “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR Part 655, to the extent applicable.
Drug and Alcohol Testing Program

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with relevant United States Department of Transportation regulations, produce any documentation necessary to establish its compliance with these regulations, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or Marin Transit to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under DOT regulations and review the testing process. In the event Marin Transit expends FTA funds on this contract, the Contractor agrees further to certify annually its compliance with Parts 653 and 654 before March 1 and to submit the Management Information System (MIS) reports before March 1 to Marin Transit General Manager. To certify compliance the Contractor will use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to submit before contract implementation a copy of the Policy Statement developed to implement its drug and alcohol testing program.

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

OPERATIONS RESPONSIBILITIES

Management

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

Operating Performance Standards

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

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

Customer Service

Contractor will take over responsibility for the phone line associated with this service and handle customer complaints and questions. Contractor staff must answer this phone number whenever service is available and be able to provide basic scheduling information, the location of shuttle stops, and limited information on connecting services. Outside of these hours, the Contractor must provide a machine or other method to record messages. All customer complaints and comments must be logged in a monthly report (see Reporting Section below).

Procedures must be established to ensure that project management staff is aware of passenger complaints and operational problems. Operators are to report any passenger complaints or operational problems with the vehicle immediately to management staff, who will ensure that
supervisory or maintenance staff take appropriate measures to correct the problem and report all complaints to Marin Transit.

**On-Time Performance**

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

The minimum On-Time Performance standards include:

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

**Personnel Performance Standards**

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

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

**Destination Signs**

While in revenue service, the operator will ensure the proper route destination is displayed, including route number and direction. This information must be visible from the front or side of the vehicle (depending how the vehicle is configured).

**Fare Collection and Accountability**

The Contractor must collect fares on the shuttle service at levels set by Marin Transit and according to procedures approved by Marin Transit. GFI Odyssey Validating fareboxes are installed on all vehicles.

The operator will be responsible for accepting local cash fares, passes, and stored value tickets. Operators will also be responsible for accepting regional cash fares and stored value tickets and issuing the appropriate transfers for travel on other Marin Transit services and Golden Gate Transit buses and ferries outside the County.

Shuttle operators must be prepared to issue local and regional transfers to passengers boarding the vehicle.

Currently, the Contractor will oversee the fare revenue collection system for both the Community Shuttle Program (described in this RFP) and Marin Transit’s West Marin Stagecoach service. These services share one portable data unit for downloading data from each farebox and audit unit to receive and store farebox revenue. The shuttle Contractor will have primary oversight and
responsibility for these units and must make the units and access to the units available to the Stagecoach Contractor. If the Shuttle Contractor resides outside of the County, this will include transporting the portable data unit to Marin County (or to another mutually agreed location) to provide access for the six (6) Stagecoach vehicles up to three times a week and ten (10) Muir Woods Shuttle vehicles weekly during the summer season. This process may change over the life of the contract.

As the lead Contractor for the fareboxes, the Contractor will need to store spare farebox units, spare parts, and maintain the inventory of card stock. Card stock must be stored in a temperature-controlled environment.

The Contractor must probe the fareboxes and provide data electronically to Marin Transit at least weekly for backup. Reports from the portable data unit must be transmitted to Marin Transit weekly. When not in use, the Contractor will need to connect the portable data unit to the internet in a secure location. The data unit will need to be made available to Marin Transit as needed via remote access or by bringing the unit to Marin Transit offices to allow staff to run special reports or change configuration settings.

The Stagecoach Contractor is independently responsible for probing fareboxes Stagecoach and Muir Woods Shuttle vehicles by either bringing the vehicles to the shuttle Contractor facility or arranging to borrow the portable data unit. The Contractor is not responsible for the audit unit while in use by or in transport from the Stagecoach Contractor.

Fare revenue for both services will be deposited weekly in the audit unit (vault). The Contractor will be responsible for emptying the vault weekly into a locking bag or other tamper-proof container (provided by Marin Transit) and taking the cash bag directly to the San Rafael downtown Bank of America branch to be deposited into the County account. Revenue is counted by the bank. If Marin Transit finds a revenue discrepancy, the Contractor will be responsible for assisting in identifying the source of the discrepancy.

During the term of the contract, Marin Transit may require the Contractor to work with the Metropolitan Transportation Commission (MTC) to implement Clipper electronic fare collection, if available through MTC. This could include, but not be limited to, assisting with the installation of the Clipper equipment, attending operator training, and becoming familiar with the Clipper fare collection process.

MAINTENANCE RESPONSIBILITIES

General Requirements

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

If new vehicles are acquired and the specific maintenance requirements for these vehicles are not provided for in this RFP, Contractor is required to follow all procedures as stated in the OEM Operations and Maintenance Manual for the new vehicles and the individual components, such as engines, transmissions, and air condition units.
Through an approved Preventive Maintenance program, the Contractor will maintain all components of each bus, including its body, frame, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. Any significant bus damage caused in any accident or otherwise will require the Contractor to immediately repair such damage when it is determined such damage impairs the proper and safe mechanical operation of the bus. No bus will be operated in revenue service that has body, paint, or interior damage unless Marin Transit has granted special permission to do so. In no event will Marin Transit be required to repair, replace, or maintain any bus.

**Vehicle Maintenance**

The Contractor is responsible for all vehicle maintenance on Marin Transit-owned vehicles and vehicle equipment including fareboxes, destination signs, Automated Passenger Counters (APC) and Automatic Vehicle Location (AVL) equipment. Contractor will be responsible for programming electronic head signs. The Contractor will be responsible for ensuring that all vehicle warranty work is performed in accordance with the warranty conditions, if applicable.

During the term of the project, the Contractor will be required to work with Marin Transit to maintain its AVL system on all buses. This system, developed by Syncromatics (www.syncromatics.com), consists of global positioning systems (GPS)-based AVL function, passenger counters, and mobile data terminals (MDTs) with an option for a GFI farebox interface that permits single-point of sign-on for operators between the MDT and GFI farebox. If Marin Transit requires that additional MDT/AVL and Passenger Information Systems need to be installed, the Contractor will be required to cooperate during the installation of the Syncromatics equipment, attend training, and adjust its operating procedures accordingly. Costs for installing the Syncromatics equipment will be incurred by Marin Transit.

**Applicable Codes and Regulations**

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

**Unforeseen Major Repairs**

Marin Transit-provided vehicles are not expected to need major repairs over the life of the contract. Unforeseen major repairs not covered under warranty (such as engine or transmission rebuilds) will be paid for by Marin Transit outside of this contract. It is at Marin Transit’s discretion to determine what qualifies as an unforeseen major repair, and Marin Transit may elect to have Contractor pay these costs, especially if it determines that Contractor negligence was cause of repair being needed. Tires or other routine maintenance are not to be included as major repairs.
**Warranty Service**
The Contractor will be required to negotiate and process all vehicle warranty claims through the manufacturer’s own warranty department and is responsible for the collection of any monies, extended warranties, or credits as a result for the length of time the warranty is in effect.

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

**Spare Vehicles**
The Contractor will dispatch a spare vehicle in the event of a vehicle breakdown or accident.

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

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

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

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

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

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

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

**Vehicle Maintenance Status**

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

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

Marin Transit may add categories at its discretion.

**Preventive Maintenance Program**

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

The preventative maintenance program must include maintenance on all ancillary equipment such as fareboxes, destination signs, APC and AVL equipment.

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

**Preventive Maintenance of Lift Equipment**

The Contractor will require all operators to cycle all lifts prior to the start of revenue service each day. Operators must document and submit all noted lift defects to the Contractor’s maintenance department. The Contractor will provide a separate preventive maintenance program for the vehicle wheelchair lift system that meets or exceeds the manufacturer’s recommended or specified PM program, including testing the wheelchair lifts to up to the maximum allowable weight according to the manufacturer of each vehicle. The PM program for the wheelchair lifts should be done as part of
the regular PM cycle. The wheelchair lift PM program will be submitted within the response to this RFP.

**Vehicle Cleanliness**

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

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

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

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

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

**General Repairs**

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

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

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

**Repair of Accident Damage**

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

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

**Painted Surfaces**

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

**Wheel Maintenance**

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

**REPORTING REQUIREMENTS**

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

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

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

**Integrated Data Management System (TransTrack)**

All applicable data furnished by the Contractor must reside in Marin Transit’s centralized Data Management System provided by TransTrack Systems, Inc.® (TransTrack). Contractor must maintain access and information in TransTrack, which will provide the basis for Contractor invoicing. The Data Management System is a customized version of the Web-based Transit Performance Manager™ software package developed by TransTrack Systems, Inc.®. More information is available at www.TransTrack.net/Presentation.pdf.

**Ridership Reports**

A summary of actual revenue hours for each month will be included with the Contractor’s invoice. This invoice will show schedule revenue service hours by route and adjustments made to those routes due to added or missed service. This report should be submitted with ten (10) working days after the end of the month.

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

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

A monthly report of all road calls, missed trips, and incidents will 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 Marin Transit immediately via email to Marin Transit staff.

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

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

**Daily Accident/Incident Report**

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

**Passenger Complaints/Commendations**

Passenger complaints and commendations will be entered directly into TransTrack software on an as received basis. Monthly, Marin Transit will review entries in database and compile a summary report.

**Operator List**

The Contractor must maintain an updated list of all operators and backup operators. Any changes to the list (including reason for change, date of change) must be updated and provided to Marin Transit on a monthly basis.

**FTA-National Transit Database (NTD) Reporting**

In accordance with the Federal Transit Administration (FTA) guidelines, Contractor will be responsible for the tracking, collecting, and preparation of National Transit Database (NTD) report data. Marin Transit may also require passenger mile sampling, as required by NTD every three years. Marin Transit will work with contractor for developing processes and procedures for collecting and reporting this data.

**PERFORMANCE PENALTIES**

Marin Transit will monitor the performance of the Contractor in delivering service and maintenance of all vehicles and equipment in order to ensure the reliable and safe delivery of service, contract compliance, and the preservation of the integrity of Marin Transit equipment. Marin Transit will maintain the right to assess 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 Marin Transit.
Applicable penalties may be charged at the discretion of the District based upon non-compliance with the standards reported by: 1) the Contractor; 2) at least five passengers; or 3) Marin Transit staff. Marin Transit reserves the right to modify these performance criteria as necessary.

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

**Operating Performance Penalties**

<table>
<thead>
<tr>
<th>Description of Violation</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Early Trips</td>
<td>$500 per occurrence</td>
</tr>
<tr>
<td>2) Late Trips (&gt;10 minutes)</td>
<td>$50 per occurrence</td>
</tr>
<tr>
<td>3) Missed Trips (&gt;20 minutes)</td>
<td>(cost of trip + $200)</td>
</tr>
<tr>
<td>4) More than 5 Verified Complaints per Month</td>
<td>$50 per additional complaint</td>
</tr>
<tr>
<td>5) Failure to Submit Reports</td>
<td>$50 per report</td>
</tr>
<tr>
<td>6) Falsification of Reports</td>
<td>$1,000</td>
</tr>
<tr>
<td>7) Heating or Air Conditioning Failure in Service</td>
<td>$50</td>
</tr>
<tr>
<td>8) Unsafe Operation of Vehicle</td>
<td>$100</td>
</tr>
<tr>
<td>9) Misuse of Marin Transit Vehicle</td>
<td>$1,000</td>
</tr>
<tr>
<td>10) Use of Cell Phone during Vehicle Operation</td>
<td>$1,000</td>
</tr>
<tr>
<td>11) Operator Discourtesy</td>
<td>$50</td>
</tr>
<tr>
<td>12) Operator not Wearing Seatbelt during Vehicle Operation</td>
<td>$100</td>
</tr>
<tr>
<td>13) Operators not Adequately Trained or Failing to Properly Operate Fareboxes or Destination signs</td>
<td>$100</td>
</tr>
<tr>
<td>14) Schedules or Complaint Cards not Available on Vehicles</td>
<td>$50</td>
</tr>
<tr>
<td>15) Rider Alerts/ Posters not Posted on Vehicles</td>
<td>$50</td>
</tr>
<tr>
<td>16) Radio Communication Not Maintained</td>
<td>$100 per occurrence after two warnings</td>
</tr>
<tr>
<td>17) ADA Related Operator Error, e.g., Failure to Announce Stops, Failure to properly secure wheelchair</td>
<td>$50</td>
</tr>
<tr>
<td>18) Failure to Complete Operator Daily Pre and Post Trip Inspection</td>
<td>$100</td>
</tr>
<tr>
<td>19) Negligence of Contractor Staff Resulting in Serious Injury to Passengers</td>
<td>$500</td>
</tr>
</tbody>
</table>
## Maintenance Performance Penalties

<table>
<thead>
<tr>
<th>Description of Violation</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Failure to Complete Scheduled Inspection/Oil Change/Lube Intervals/Engine Tune-Ups</td>
<td>$50</td>
</tr>
<tr>
<td>2) Failure to Maintain Clean Vehicles</td>
<td>$100/day</td>
</tr>
<tr>
<td>3) Failure to Complete Preventive Maintenance of Air Conditioning</td>
<td>$50</td>
</tr>
<tr>
<td>4) Insufficient Inventory of Spare Parts</td>
<td>$100 per day bus out of service</td>
</tr>
<tr>
<td>5) Failure to Make Timely Repairs of Accident Damage</td>
<td>$100</td>
</tr>
<tr>
<td>6) Failure to Make Timely Repairs of AVL, MDT, or APC systems</td>
<td>$100 per occurrence</td>
</tr>
<tr>
<td>7) Not Maintaining Clear Vehicle Maintenance Records</td>
<td>$500</td>
</tr>
<tr>
<td>8) Not Providing Maintenance Reports to Marin Transit</td>
<td>$50</td>
</tr>
<tr>
<td>9) Failing an Inspection by California Highway Patrol (CHP)</td>
<td>$500</td>
</tr>
<tr>
<td>10) Safety Violations in Maintenance Yard or Vehicle Condition</td>
<td>$500</td>
</tr>
<tr>
<td>11) Failure to Keep Wheelchair Lifts in Proper Working Condition</td>
<td>$500</td>
</tr>
<tr>
<td>12) Failure to Remove Graffiti from Vehicles in a Timely Manner</td>
<td>$100</td>
</tr>
<tr>
<td>13) Failure to Keep Glass and Windows in Proper Condition</td>
<td>$100</td>
</tr>
</tbody>
</table>

## OTHER CONSIDERATIONS

### Service Expansion and Reduction/Hourly Rates

Demand for the service may increase from time to time, requiring additional vehicles, additional hours, and/or more frequent service. Demand for the service may also decrease from time to time, requiring reduction in the number of vehicles, fewer hours or less frequent service. Changes in revenue hours will be categorized as described below.

#### Base Service

Without invalidating the contract, Marin Transit may order additions to or deletions from the work to be performed. Marin Transit will be allowed to increase or decrease annual revenue hours by approximately 15% (30,000 to 40,000 revenue hours) without affecting the rates for service.

#### New Service

During the period of this contract, Marin Transit anticipates making changes to the structure of this service that could result in the Proposer being offered up to 10,000 revenue hours of service over the base service (that is over 40,000 revenue hours). Proposers are requested to provide an hourly rate for these additional services that includes all costs associated with providing a new. New services are likely to be implemented toward the end of the contract period.

New service hours will be compensated based on the proposed new service rate contained in the cost proposal. Additional services will not be performed by the Contractor under this Agreement.
unless specifically stated within this Agreement or authorized by Marin Transit in writing and in advance.

**Additional Operating Requirements**

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

**Compensation**

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

**Contractor Invoice**

The Contractor will submit claims for payment with documentation thereof in the form and number required by Marin Transit within the time specified by Marin Transit. Documentation will be provided via the TransTrack reports (see previous sections on Reporting Requirements). These reimbursements will represent actual costs. Upon receipt of the invoice, Marin Transit staff will promptly review and approve the Contractor’s request for payment and will submit the invoice to accounting for payment. Marin Transit makes payments every two weeks according to an AP schedule and within twenty (20) business days of receipt of the invoice for payment. If any further information or any corrections are required, the review period will be extended until such information has been received and corrections have been made by the District.

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

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

**Cooperation with Marin Transit**

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

**Promotional Use of Vehicles**

The Contractor will provide such buses as Marin Transit may, from time to time, specify for promotional appearances, uses, and photographs at no additional cost to Marin Transit.
Bus Stops and Signage

On-going bus stop maintenance is the responsibility of Marin Transit however, the Contractor is responsible for reporting damaged or vandalized bus stop equipment as well as operating impediments at bus stops such as overhanging tree branches. Route schedules are installed in permanent schedule holders at all bus stops. The Contractor is responsible for installing schedules (provided by Marin Transit) in the schedule holders when there are schedule changes or schedules have deteriorated. This is expected to occur approximately once a year.

Contacts With Media/Major Incidents

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

Surveys and Data Collection

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

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

Marin Transit Identified Meetings and/or Training Session

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

Performance Monitoring by Marin Transit

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

Limitations on Subcontracting

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

Additional Requirements

Marin Transit, after consulting with the Contractor, may develop additional reasonable requirements under this Agreement.
User Training of District Computer Equipment

Upon contract award, Marin Transit will provide mandatory training for managers and operators to use software and hardware provided by Marin Transit.

Emergency Preparation

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

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

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

Meeting Attendance

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

On-Board Distribution/Collection of Information

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

Promotion

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

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

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

**Schedule Preparation**

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

ATTACHMENT A: COST PROPOSAL

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

Marin Transit Summary Price Per Hour

<table>
<thead>
<tr>
<th>Cost per Revenue Hour Community Shuttle Service</th>
<th>Base Years</th>
<th>Option Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 13/14</td>
<td>FY 14/15</td>
</tr>
<tr>
<td>Base Revenue Hours (30,000-40,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Revenue Hours (Up to 10,000)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Detailed Price Form

<table>
<thead>
<tr>
<th>BUDGET ITEM</th>
<th>Base Years</th>
<th>Option Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 13/14</td>
<td>FY 14/15</td>
</tr>
<tr>
<td>PERSONNEL COSTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Salaries and Wages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Fringe Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL PERSONNEL COSTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OPERATING COSTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drug Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fingerprinting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operator Recruitment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage Reimbursement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physicals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DMV Pull Notices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operator Uniforms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Registration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance/Storage Base</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Supplies and Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephones</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cell Phones/Pagers/Radios</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Vehicles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Business Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL OPERATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAINTENANCE COSTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor (Deduct from personnel costs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL PM COSTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER COSTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corporate Overhead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL OTHER COSTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTALS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Revenue Hours</td>
<td>30,121</td>
<td>35,625</td>
</tr>
<tr>
<td>Cost per Revenue Hour</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Personnel Costs

<table>
<thead>
<tr>
<th>PERSONNEL ITEM</th>
<th># of Positions in or % Time Spent on Contract</th>
<th>Base Years</th>
<th>Option Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>FY 13/14</td>
<td>FY 14/15</td>
</tr>
<tr>
<td><strong>OPERATORS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>operators @ $______ avg rate per hour</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FRINGE BENEFITS @ ___%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL OPERATORS WAGES AND BENEFITS</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUPERVISORY PERSONNEL</strong></td>
<td>(List below by position and hourly rate of pay)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FRINGE BENEFITS @ ___%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER PERSONNEL</strong></td>
<td>(List below by position and hourly rate of pay)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FRINGE BENEFITS @ ___%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL OTHER PERSONNEL WAGES AND BENEFITS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL WAGES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL FRINGE BENEFITS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Personnel cost totals must match those provided on Detailed Price Form.
# COST PROPOSAL FORM

**OPERATION OF COMMUNITY SHUTTLES IN MARIN COUNTY**

Being a duly authorized representative of ________________________________, I hereby submit this Proposal for Operation of Marin Transit Community Shuttles, to the Marin County Transit District, with the understanding that said Proposal will be valid for ninety (90) days.

<table>
<thead>
<tr>
<th>Authorized signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
<td>______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed name</th>
<th>Telephone (w/area code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________</td>
<td>_______________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legal name of entity</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
<td>___</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing address</th>
<th>Email or Internet address</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________</td>
<td>_________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>____________________</th>
<th>Federal Tax Identification No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
<td>____________________________</td>
</tr>
</tbody>
</table>
ATTACHMENT B: STANDARD SHORT FORM CONTRACT

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:

________________________________________________________________________

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:

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

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

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

4. MAXIMUM COST TO DISTRICT:
In no event will the cost to District for the services to be provided herein exceed the maximum sum of $__________ including direct non-salary expenses.

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

6. INSURANCE:
All required insurance coverages will 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 will be endorsed naming the Marin County Transit District as an additional insured. The certificate(s) of insurance and required endorsement will be furnished to the District prior to commencement of work. Each certificate will provide for thirty (30) days advance notice to District of any cancellation in coverage. Said policies will remain in force through the life of this Contract and will 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 will be construed as a limitation of Contractor's liability, and Contractor will 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 will maintain a commercial general liability insurance policy in an amount of no less than one million dollars ($1,000,000.00). The District will be named as an additional insured on the commercial general liability policy and the Certificate of Insurance will 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 will 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 will 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 will 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)

7. NONDISCRIMINATORY EMPLOYMENT:
Contractor and/or any permitted subcontractor, will 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.

8. SUBCONTRACTING:
The Contractor will 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 will require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and will require subcontractor to name Contractor as additional insured under this Agreement. It will be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and will forward to the District evidence of same.

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

10. LICENSING AND PERMITS:
The Contractor will maintain the appropriate licenses throughout the life of this Contract. Contractor will also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:
Contractor will maintain on a current basis complete books and records relating to this Contract. Such records will include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records will be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor will maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records will 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 will provide all books and records within a maximum of fifteen (15) days
upon receipt of written notice from District. Contractor will refund any monies erroneously charged.

12. **TITLE:**
Any and all documents, information and reports concerning this project prepared by the Contractor, will 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 will promptly turn over all information, writing and documents to District without exception or reservation.

13. **TERMINATION:**
   A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the District may terminate this Contract by giving five (5) calendar days written notice to the party involved.
   B. The Contractor will 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 will 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 will be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

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

15. **AMENDMENT:**
This Contract may be amended or modified only by written agreement of all parties.

16. **ASSIGNMENT OF PERSONNEL:**
The Contractor will 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.

17. **JURISDICTION AND VENUE:**
This Contract will be construed in accordance with the laws of the State of California and the parties hereto agree that venue will be in Marin County, California.

18. **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 will be construed as a limitation of Contractor’s liabilities.

19. **COMPLIANCE WITH APPLICABLE LAWS:**
The Contractor will 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 will be managed and administered on District’s behalf by the Department Contract Manager) named below. All invoices will be submitted and approved by this Department and all notices will be given to District at the following location:

<table>
<thead>
<tr>
<th>Contract Manager:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept./Location:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Telephone No.:</td>
</tr>
</tbody>
</table>

Notices will be given to Contractor at the following address:

<table>
<thead>
<tr>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Telephone No.:</td>
</tr>
</tbody>
</table>

21. **ACKNOWLEDGEMENT OF EXHIBITS**

<table>
<thead>
<tr>
<th>EXHIBIT A.</th>
<th>Scope of Services (required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXHIBIT B.</td>
<td>Fees and Payment Schedule</td>
</tr>
<tr>
<td></td>
<td>(required)</td>
</tr>
<tr>
<td>EXHIBIT C.</td>
<td>Insurance Reduction/Waiver</td>
</tr>
</tbody>
</table>

**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”

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR:_________________________________________________

CONTRACT TITLE:______________________________________________

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

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

<table>
<thead>
<tr>
<th>Check Where Applicable</th>
<th>Requested Limit Amount</th>
<th>CAO Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability Insurance</td>
<td>□</td>
<td>$</td>
</tr>
<tr>
<td>Automobile Liability Insurance</td>
<td>□</td>
<td>$</td>
</tr>
<tr>
<td>Workers' Compensation Insurance</td>
<td>□</td>
<td>$</td>
</tr>
<tr>
<td>Professional Liability Deductible</td>
<td>□</td>
<td>$</td>
</tr>
</tbody>
</table>

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

Contract Manager Signature: _______________________________________

Date: ____________________________

Extension: ____________________________
Approved by Risk Manager: ________________________________

Date: ________________________________

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ATTACHMENT C: FTA GRANT CONTRACT PROVISIONS (OPERATIONS/MANAGEMENT)

The following regulatory and statutory requirements apply to this procurement and will be incorporated into the final contract.

1) FEDERAL OBLIGATION
   a) Marin Transit and the 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 the contract and will not be subject to any obligations or liabilities to Marin Transit, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
   b) 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 will not be modified except to identify the subcontractor who will be subject to its provisions.

2) PROGRAM FRAUD, FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
   a) 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.
   b) 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 Marin Transit 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.
   c) 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 will not be modified, except to identify the subcontractor who will be subject to the provisions.

3) ACCESS TO RECORDS AND REPORTS
   Contractor will provide all authorized representatives of Marin Transit, the FTA Administrator, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. 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. Contractor also 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 the same until Marin Transit, 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.

4) **FEDERAL CHANGES**

Contractor will 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 Marin Transit 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 will constitute a material breach of this contract.

5) **TERMINATION**

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

b) Termination for Default [Breach or Cause] - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Marin Transit may terminate this contract for default. Termination will be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Marin Transit that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Marin Transit, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

If Contractor fails to remedy to Marin Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the stated time period after receipt by Contractor of written notice from Marin Transit setting forth the nature of said breach or default, Marin Transit will have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default will 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.

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

6) **CIVIL RIGHTS**

a) **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,
b) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

i) **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 will 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.

ii) **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.

iii) **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.

c) 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) **DISADVANTAGED BUSINESS ENTERPRISE**

a) 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. A separate contract goal has not been established for this procurement.

b) The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor will 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)).

c) The successful Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d) 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 Marin Transit. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e) 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.

8) INCORPORATION OF 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 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms will be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor will not perform any act, fail to perform any act, or refuse to comply with any of Marin Transit’s requests which would cause Marin Transit to be in violation of the FTA terms and conditions.

9) SUSPENSION AND DEBARMENT
The Contractor, including any of its officers or holders of a controlling interest, and its subcontractors are obligated to inform Marin Transit whether or not they are or have been debarred, suspended, ineligible or voluntarily excluded from participation in federally funded contracts and pursuant to Executive Order Nos. 12549 and 12689, "Debarment and Suspension", 31 U.S.C. §6106 note and U.S. DOT regulations 49 CFR Part 29. Should Contractor or a subcontractor be included on such a list or determined ineligible during the performance of this Contract, the Contractor will so inform Marin Transit. The Contractor is required to include this provision in any lower tiered subcontract where the contract amount is over $25,000.

10) RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION
a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties will be decided in writing by the authorized representative of Marin Transit’s General Manager. This decision will 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 will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager will be binding upon the Contractor and the Contractor will abide by the decision.

b) Performance During Dispute - Unless otherwise directed by Marin Transit, Contractor will continue performance under this Contract while matters in dispute are being resolved.
c) **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 will be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

e) **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder will 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 will constitute a waiver of any right or duty afforded any of them under the Contract, nor will any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11) **LOBBYING RESTRICTIONS**


12) **CLEAN AIR**

   a) 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.

   b) 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.

13) **CLEAN WATER**

   a) 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.

   b) 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.

14) **TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**
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. 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.

15) **CHARTER BUS REQUIREMENTS**

The Contractor agrees to comply with 49 U.S.C. 5323 (d) and 49 CFR Part 604, which provides that recipients and sub-recipients 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 on of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

16) **SCHOOL BUS REQUIREMENTS**

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

17) **DRUG AND ALCOHOL TESTING**
The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its 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 Marin Transit, 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 agrees further to certify annually its compliance with Parts 653 and 654 before March 1 and to submit the Management Information System (MIS) reports before March 1 to Marin Transit General Manager. To certify compliance the Contractor will use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to submit before contract implementation a copy of the Policy Statement developed to implement its drug and alcohol testing program.

18) **ENERGY CONSERVATION**
Contractor will comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §6321 et seq. and 49 CFR Part 18.

19) **RECYCLED PRODUCTS**
The Contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act, 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 may apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

20) **ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**
The Contractor agrees to comply with the following requirements if applicable to the provision of goods and services under the Contract:

c) Section 16 of the Federal Transit Act, as amended, 49 U.S.C. §5301 (d);
d) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Parts 27, 37 and 38;

21) **SAFE OPERATION OF MOTOR VEHICLES**
The Contractor agrees as follows:

a) **Seat Belt Use** - In accordance with the provisions of Executive Order No. 13043, “ Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its
employees and other personnel that operate company-owned, rented, or personally operated vehicles.

b) **Distracted Driving, Including Text Messaging While Driving** - In accordance with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, the Contractor is encouraged to comply with the terms of the following Special Provision:

i) **Definitions.** As used in this section Provision:

   (a) “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. “Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

   (b) “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

ii) **Safety.** The Contractor is encouraged to:

   (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted operators including policies to ban text messaging while driving—

   (b) Contractor-owned or Contractor-rented vehicles or Government-owned, leased or rented vehicles;

   (c) Privately-owned vehicles when on official contract related business or when performing any work for or on behalf of Marin Transit; or

   (d) Any vehicle, on or off duty, and using an employer supplied electronic device.

22) **PRIVACY ACT**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

a) 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.

b) 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.
ATTACHMENT D: FTA CERTIFICATION FORMS

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Lobbying
- Form LLL
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Pursuant to 49 CFR Part 29, Appendix B)

A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The Proposer will provide immediate written notice to MARIN TRANSIT if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact MARIN TRANSIT for assistance in obtaining a copy of those regulations.

4. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.

5. The Proposer further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

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

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

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

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

2. If Proposer is unable to certify to the statements in this certification, Proposer will attach an explanation to this proposal.

Date: __________________________________________

Name of Proposer: __________________________________________

Signature: __________________________________________

Print Name/Title: __________________________________________
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
(3) The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]
The Contractor, ___________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

__________________________ Signature of Contractor’s Authorized Official
__________________________ Name and Title of Contractor’s Authorized Official
__________________________ Date
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<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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<td>a. initial filing</td>
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<td>b. initial award</td>
<td>b. material change</td>
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<td>c. post-award</td>
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**For Material Change Only:**
- year __________ quarter __________
- date of last report __________

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<th>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</th>
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<th>6. Federal Department/Agency:</th>
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<td>CFDA Number, if applicable: ________</td>
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<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
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<tr>
<th>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</th>
<th>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</th>
</tr>
</thead>
</table>

| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | Signature: ____________________________
| | Print Name: ____________________________
| | Title: ____________________________
| | Telephone No.: _________________________ Date: __________ |

Federal Use Only: Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
ATTACHMENT E: CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308

CALIFORNIA LEVINE ACT STATEMENT

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

Marin Transit’s Board of Directors Include:

Susan I. Adams
Steve Kinsey
Barbara Heller
Judy Arnold
Katie Rice
Madeleine Kellner
Kathrin Sears
Stephanie Moulton-Peters (alt)

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

   ____ YES   ____ NO

   If yes, please identify the director: __________________________________________

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

   ____ YES   ____ NO

   If yes, please identify the director: __________________________________________

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

_____________________________ (SIGNATURE OF AUTHORIZED OFFICIAL)

_____________________________ (TYPE OR WRITE APPROPRIATE NAME, TITLE)

_____________________________ (TYPE OR WRITE NAME OF COMPANY)
ATTACHMENT F: BID PROTEST PROCEDURES
MARIN TRANSIT

BID PROTEST PROCEDURES

Policy #: PU-01
Subject: Procurement
Effective Date: 5/16/2011
Revision Date:
1. BACKGROUND

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

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

2. PROTEST PROCEDURES

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

3. DEFINITIONS

The following definitions apply to these procedures:

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

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

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

"Protester" is an interested party that has properly filed a timely protest.

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

4. FILING AND PROCESSING OF PROTESTS

4.1 Protest Content and Submission

An interested party wishing to protest a matter involving a proposed procurement or contract award shall file with Marin Transit a written submission which must include at a minimum:
• Name, address and telephone number of the protestor
• Protestor's relationship to the procurement sufficient to establish that the protest is being filed by an interested party
• Identification of the proposed procurement or contract
• A complete statement of the basis for the protest, and all supporting documentation
• A reference to the specific portion of the solicitation document which forms the basis for the protest

All protests must be filed with:

General Manager
Marin Transit
750 Lindaro Street #200
San Rafael, CA 94901

4.2 Subject of the Protest, Timing and Process

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

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

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

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

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

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

• Pre-Award Protest - protest against making an award - received after Marin Transit receipt of proposals or bids, but before award of a contract

Any protest regarding the evaluation of bids, qualifications or proposals by Marin Transit must be filed with Marin Transit no later than five (5) days after the opening of bids (if bid) or 48 hours after publication of recommendation for award (if RFQ/P). Any protest filed after such date which raises issues regarding the evaluation will not be considered. Pre-Award protests will be decided by the General Manager, or his/her designee, within 20 days of receipt of the protest by Marin Transit.
• Post-Award Protest – received after award of a contract

Any protest regarding the award of the contract must be filed no later than five (5) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered. Post-Award protests will be decided by the General Manager, or his/her designee, within 20 days of receipt of the protest, if any, by Marin Transit.

5. REQUESTS FOR RECONSIDERATION

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

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

6. APPEAL TO THE FEDERAL TRANSPORTATION ADMINISTRATION (FTA)

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

All appeals to the FTA must be submitted within five (5) working days after the date the protestor knew or should have known of the alleged Marin Transit violation.
May 16, 2011

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

SUBJECT: Marin Transit Bid Protest Procedures

Dear Board Members:

RECOMMENDATION: Adopt Marin Transit's Bid Protest Procedures.

SUMMARY:
The purpose of bid protest procedures is to ensure that vendors and prospective vendors have an outlet for resolving concerns regarding procurements without having to resort to litigation.

The procedures apply to all Marin Transit procurements and conform to Federal Transit Administration guidelines. At a minimum these procedures will be included or referenced in all FTA funded procurements.

Specific bid protest situations addressed in this policy are:

- Pre-Bid or Solicitation Protest - received prior to bid opening or proposal due date
- Pre-Award Protest - protest against making an award - received after Marin Transit receipt of proposals or bids, but before award of a contract
- Post-Award Protest – received after award of a contract

In most cases, the ultimate decision on protests resides with the District's General Manager. However, in the event that a protestor requests reconsideration of the decision the General Manager may, at their discretion, refer the request to the Marin Transit Board of Directors. Additionally, in the case of federally funded projects a protester may file a complaint with the FTA. However, the FTA will only entertain protests that allege that the District failed to follow their own protest procedures.
FISCAL IMPACT: There is no fiscal impact associated with approving this Bid Protest Procedures.

Respectfully submitted,

Barbara Duffy
Grants Administrator

Attachment: Marin Transit Bid Protest Procedures
Barbara Duffy  
Director of Planning and Operations  
Marin Transit

Barbara,

The 7 full-time drivers that we have assigned to the Marin Transit Shuttle routes will be making from $16.50 to $17.55 per hour at the time of the RFP submittal.

Our benefit package includes five sick days per year, one week vacation after one year of service, two weeks of vacation after two years of service and three weeks vacation after seven years of service.

Medical insurance, dental insurance, social security, medicare, workers' compensation, and unemployment insurance amounts to approximately 34.55% of the average wage listed above.

The retirement program is more difficult to quantify as we discussed. If you recall an employee's stock ownership plan (ESOP) can change by any or all of three ways. First a contribution can be made to each participant's account, generally in the form of company stock but a cash contribution could be made to either purchase additional company stock or publicly traded stocks or bonds. Secondly a distribution can be made and would be made equally to each share of company stock. Thirdly an employee's account can change based on valuation of company stock value each year as well as the valuation of other stocks and or bonds held in the ESOP.

I chose to look at an employee who had five years in the plan as of December 31, 2011 and the increase of that employee's account based on the above mentioned items. This employee's account balance went up 23.1% from the December 31, 2010 balance.

If you have any additional questions please feel free to contact me at 256-8833.

Randy J. Kokke  
President