

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CHARIOT

This Agreement is entered into this 6th day of November, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Chariot, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing commuter bus services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE MILLION NINE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED AND FORTY-SIX DOLLARS (\$3,949,246.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2018, through December 15, 2020. The County has the option to extend the term an additional year through December 15, 2021 upon sixty (60) days prior written notice to Contractor.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Office of Sustainability or his/her designee at any time without a requirement of good cause upon sixty (60) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$5,000,000
- (b) Automobile Liability Insurance... \$5,000,000 per accident for bodily injury and property damage
- (c) Professional Liability..... \$1,000,000
- (d) Workers' Compensation..... As required by the State of California

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of

the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

The Contractor has a collective bargaining agreement with its represented employees to provide three days of paid jury duty leave, and therefore it is requested that the Board waive required compliance with the County jury ordinance which provides for five days of paid jury leave.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and

Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause: Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jim Eggemeyer, Director
Address: Office of Sustainability
455 County Center
Redwood City, CA 94063
Telephone: 650-363-4189
Email: jeggemeyer@smcgov.org

In the case of Contractor, to:

Name/Title: Kari Novatney, Chief Operations Officer
Address: 450 Mission Street, Suite 400, San Francisco, CA 94105
Telephone: 415-336-2732
Email: kari.novatney@chariot.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

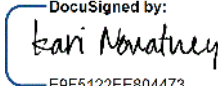
19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Chariot

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Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

A. DESCRIPTION

The goal of the County of San Mateo Commute Alternatives Program is to reduce congestion and greenhouse gas emissions that result from single occupancy vehicle commutes. The Employee Commuter Bus serves San Mateo County employees and is one component of the County's comprehensive transportation demand management efforts.

Contractor shall operate the Employee Commuter Bus, detailed herein. The Commuter Bus service shall be provided for two years, beginning December 3, 2018, and ending November 30, 2020, with the option to extend service to December 3, 2021. The contract term ends December 15, 2020 (or 2021) to allow time for final invoicing.

B. DETAILED REQUIREMENTS

Safety Standards

Contractor shall have safety policies and procedures to address both emergency and non-emergency situations (i.e. flat tires or accidents during transport). These policies and procedures must be provided to the County for reference before any work commences, and in any event, no later than December 1, 2018.

Emergency services must be called in the event of an accident. After any accident involving San Mateo County employees, the Contractor Account Manager will notify County personnel within 3 business hours of the incident, as well as provide a complete accident report form within 48 business hours to the County. County business hours are from Monday through Friday, 8 am to 5 pm.

In the event of an accident or breakdown, Contractor will dispatch a backup shuttle to transport passengers to their final destination. In the event that a Chariot vehicle is unavailable, Contractor will provide alternate transportation to each passenger at no additional cost to the rider or the County.

Contractor shall operate in compliance with State of California and US DOT rules, laws and regulations as they relate to the commuter shuttle services. If for any reason Contractor's standing with any regulating body changes materially, the Contractor will immediately notify the County.

Guaranteed Ride Home

The "Guaranteed Ride Home" program will provide backup coverage resulting from a delay or lapse in service by 20 minutes or more. Each occurrence will be tracked and managed separately by Contractor's Customer Service team in partnership with Lyft.

In the event that there is a disruption of service resulting in a 20-minute delay in departure, regardless of cause, a booked rider will be eligible to receive a Lyft promo code. In the event of a 20-minute or more delay, booked riders will receive notification regarding the delay via the app in the form of an up to date ETA, or may contact customer service regarding ETA. If a Chariot's departure from a pickup stop is delayed by more than 20-minutes, booked riders may contact Contractor's Customer for a Lyft promo code. The Customer Service team will be in contact with Dispatch to understand traffic conditions and delays and be able to coordinate with booked riders in real-time. Contractor will establish a promo code with Lyft to cover the cost of the ride, which will be tracked. Please note that app user error, late arrival to the designated stop, or other user related issues will not qualify for the Lyft code. For the avoidance of doubt, the value of an individual Lyft code shall not exceed \$100.

Driver Qualifications

All drivers must have the requisite driving licenses and training. Contractor is responsible for conducting background checks and screening drivers. The County reserves the right to prohibit a particular driver from providing service to the County without a showing of cause, subject to applicable state and federal anti-discrimination laws.

All drivers providing services through the Contractor must meet all state and federal licensing requirements, in addition to the following:

- All drivers must be at least 23 years of age
- All drivers must have held a valid California Commercial Driver's License (CDL) Class B or California Commercial Driver's License (CDL) Class C (dependent upon vehicle weight restrictions) with Passenger (P) endorsements and have demonstrated ability to operate shuttle bus equipment safely while maintaining a schedule.
- All drivers must not have more than two major moving violations in the past five (5) years
- All drivers must not have had their license suspended within the last five (5) years
- All drivers must successfully pass a state-mandated pre-employment drug test
- All drivers must have no felony convictions of any kind.
- All drivers must pass the Contractor's safety and driver skills assessment tests.

Contractor must provide copies of driver qualifications, excluding background check information, to County seven (7) days before that driver transports County employees. In the event a temporary substitute driver is assigned to a route, the seven (7) day advance notice requirement will be waived but the Contractor will provide the above referenced driver qualifications to the County as promptly as possible.

Vehicle Requirements

The Employee Commuter Bus program will require fourteen (14) vehicles. Vehicles must be mechanically safe and operational and must be ADA compliant upon request. When requested, ADA compliant vehicles will be provided in lieu of the standard vehicles at no additional cost. Vehicles must be in compliance with Federal and State laws for operation, including all applicable safety and emissions regulations.

The following vehicle features are also required:

- Seating for 14 or 25 passengers
- Live GPS tracking, accessible to riders by cell phone
- High-speed, 4G LTE wireless internet
- Bike racks that can hold a minimum of two (2) bicycles per vehicle
- Operational windows
- Air-conditioning and heating
- Cushioned seats
- Storage space for briefcases or backpacks (i.e., overhead, under seat)

The County reserves the right to remove from service immediately any bus that, in the opinion of the County, fails to meet standards of maintenance, repairs, cleanliness, overall appearance, or is deemed to be unsafe for the transport of passengers. Daily vehicle cleaning logs will be provided to the County upon request.

ADA compliant vehicles (WAVs) will be provided within two business days of request. Failure to do so will result in a \$500 credit on the following month invoice for each day in which Contractor fails to provide such ADA compliant vehicle up to a maximum of \$5,000 per request. ADA compliant vehicles are not subject to the same seating requirements as non-ADA accessible vehicles.

Additional 14 passenger vehicles will be provided within fifteen business days of request as set forth in subsection "Route Requirements" below. Failure to provide an additional 14-passenger vehicle within fifteen business days of request will result in a \$500 credit on the following month invoice for each day in which Contractor fails to provide the additional vehicle.

Upon the County's request, Contractor will substitute an existing 14-passenger vehicle with a larger 25-passenger vehicle within eight weeks of said request. If Contractor fails to provide the requested 25-passenger vehicle within eight weeks of the County's request, then Contractor will supply a second 14-

passenger vehicle, and the monthly cost to the County for utilization of the two 14-passenger vehicles shall not exceed the monthly charges for a 25-passenger vehicle.

Hybrid Vehicles

Thirteen (13) Hybrid Chariots will be made available for San Mateo County service. Contractor reserves the right to remove hybrid vehicles out of rotation every 45 days for service and a standard Chariot with an equivalent number of seats will be put into service. If a hybrid vehicle is damaged or needs to be taken out of service, Contractor will replace with a standard Chariot with an equivalent number of seats. The Contractor assumes no financial penalty for the removal of a “damaged beyond repair” Hybrid Chariot.

Wi-Fi Policy

All vehicles will maintain wifi download speeds of 1MB/s, and upload speeds of 0.5 MB/s

In the case of a complete wifi service outage, if the cause is found to be the result of a hardware issue and service is not fully restored within 5 business days of the initial written notice, a \$500 credit will be applied to the SMC invoice.

If there are two consecutive days of wifi that do not maintain the aforementioned wifi speeds, Contractor will have 3 business days following the original report to resolve the issue. If service is not fully restored within 5 business days of the initial written notice, a \$500 credit will be applied to the SMC Invoice.

App Requirements

The Advanced Reservations feature on the rider app will be available to San Mateo County riders in beta form by January 1, 2019, allowing SMC riders to book an AM and PM ride 24 hours in advance of the AM ride. On February 1, 2019, the Advanced Reservations feature will allow SMC riders to book AM and PM rides up to a full week (up to 10 rides) 24 hours in advance of the first AM ride. Failure to meet either of these deadlines will result in a \$1000 credit on the following month invoice for each month (partial or full) in which Contractor fails to provide this feature. If the Advanced Reservations feature is rolled back and/or no longer a functional feature after it has been released to San Mateo County riders, a \$1000 credit for every month that the feature is not available for all or part of the month.

Route Requirements

The Employee Commuter Bus routes are set as follows:

A. Pick-Up and Drop-Off Locations

- a. Route 1 (SMC Yellow): Hayward to San Mateo Medical Center
- b. Route 2 (SMC Red): Hayward to Harbor Blvd and County Center
- c. Route 3 (SMC Purple): Daly City to San Mateo Medical Center
- d. Route 4 (SMC Blue): Daly City to County Center
- e. Route 5 (SMC Green): Fremont to County Center and San Mateo Medical Center

B. Arrival and Departure Times

- a. The Contractor's general operating hours will be between 6 am and 9 am and between 4 pm and 7 pm, varying by route. Schedule will be set by County, with input from Contractor. The priority of the Employee Commuter Bus will be to serve the most common start times (7-8:30 am) and end times (4:30-6:30 pm). Contractor will provide a total of 17 pick-ups in the morning and 17 drop-offs in the evening across the five (5) routes.

The County has the right in its sole discretion to improve, add, reduce, modify, or replace Commuter Bus routes. Modifications to existing routes, such as changing pick-up and drop-off locations or adjusting stop times, will be implemented within three (3) business days prior to the date of the service change.

Data Reporting Requirements

Contractor will report metrics to the County via an online dashboard to be updated daily by 8:00 a.m. the following business day. Metrics shall include, at a minimum:

- Daily ridership data per route per shift
- Monthly ridership data per route
- Any and all accident information
- Arrival time, departure time, and any no-show vehicles
- Route duration
- Technical issues (GPS, Wi-Fi, etc.)
- Greenhouse Gas emissions reporting

Contractor acknowledges that its obligation to timely report data is a material term, and payment by the County may be withheld if the data reporting requirements are not met. In the event of technical system difficulties or circumstances beyond contractor's control, County will provide Contractor with a 48-hour notice and cure period to correct any data reporting deficiencies before withholding payment provided that Contractor has notified the County of the aforementioned circumstances in writing in accordance with the notice provisions of Section 17.

Customer Service

Contractor shall provide real-time information for employees with GPS tracking data and expected arrival time for all routes, pick-up and drop off schedules, and notification of any unforeseen service disruptions. All other customer service related issues reported to either the Contractor or the Office of Sustainability will be resolved within a 24-hour time period.

Contractor will not be responsible for lost or stolen items on the vehicles.

Performance

Contractor shall meet the following performance measures:

Measure	FY 2018-2020 Target
Average driver rating per route as measured on a scale of 1 to 5 with 5 being excellent	4.5
Percent of buses that arrive to pick up stops within 5 minutes of their scheduled departure time	90%

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Invoicing

The Contractor shall invoice the County on a monthly basis by the 1st day of each month for the next benefit month. These invoices shall reflect the routes for which the County is being billed and any applicable credits from the prior month. Contractor will send the County detailed information on any credits applied to the County invoice on a monthly basis. Invoices shall be deemed delivered upon receipt by the Director of the Office of Sustainability, or his/her designee, pursuant to Section 17 of the Agreement.

Payment may be withheld if any of the requirements of Exhibit A (e.g., safety standards, vehicle requirements, data reporting, etc.) is not satisfied, subject to the 48-hour written notice and cure period referenced in Exhibit A. In addition, Contractor expressly acknowledges and agrees that the amounts due from the County will be reduced as required in Exhibit A should the Contractor fail to timely supply ADA compliant vehicles, additional vehicles, or larger capacity vehicles within the agreed-upon timelines set forth above. Additionally, the amounts due from the County will be reduced by \$500 if the on-time performance measure is not met for the prior month, and the Guaranteed Ride Home policy defined in Exhibit A will take effect for each "Missed Pick-Up." As used in this Agreement, the term "Missed Pick-Up" refers to each instance where a vehicle is delayed by 20 minutes or more regardless of whether prior customer notification has been given.

County shall make payments within 30 days of receipt of invoices.

Contractor will waive the start-up fees on the first 13 hybrid vehicles. The County will pay a one-time start-up fee in the amount of \$2,000 for the first 25-passenger vehicle, which will be reflected on the first monthly invoice. For any additional vehicles added to the contract thereafter, a one-time set-up deposit of \$2,000 for a Standard Chariot/WAV Chariot, \$4,000 for a Hybrid Chariot, and \$3,000 for any additional 25-passenger Chariot will apply.

Pricing

Monthly Pricing is as follows:

Route ¹	#Trips (AM/PM)	# of Chariots	Monthly Price ²
1A	1 AM/1 PM	1	\$10,868
1B	2 AM/1 PM	1	\$12,568
1C	1 AM/2 PM	1	\$12,656
2A	1 AM/1 PM	1 25-PASSENGER	\$15,113
2B	1 AM/1 PM	1	\$10,932
2C	1 AM/1 PM	1	\$10,932
3A	2 AM/1 PM	1	\$10,991
3B	1 AM/2 PM	1	\$11,002
4A	1 AM/1 PM	1	\$10,905
4B	1 AM/1 PM	1	\$10,905
4C	1 AM/1 PM	1	\$10,905
4D	1 AM/1 PM	1	\$10,905
5A	1 AM/1 PM	1	\$11,678
5B	1 AM/1 PM	1	\$11,678
TOTAL	Total Capacity = 16 AM/16 PM	14	\$162,038

¹ Additional route information can be found in Exhibit A under "Route Requirements", "Pickup and Drop-Off Locations."

² Monthly costs are fixed through the term of the contract and are inclusive of all charges incurred by Contractor, including but not limited to: fuel costs, vehicle service and maintenance costs, GPS and communications costs, insurance, parking, registration, project management, labor, Wi-Fi usage, bridge tolls, and licensing costs.

Annual Contract Value

The Annual Contract Value (ACV) for Dec. 2018 through Dec. 2019 is \$1,946,456, inclusive of a one-time set up fee of \$2,000 for the 25-passenger vehicle. To account for rising costs, there will be a 3% year over year increase, excluding the one-time set up fee.

The Annual Contract Value (ACV) is as follows:

	Dec 2018 – Dec 2019	Dec 2019 – Dec 2020 (with 3% increase)	TOTAL
Monthly:	\$162,038	\$166,899.14	
Annual:	\$1,944,456 + \$2,000 one-time set up fee = \$1946,456	\$2,002,789.68	\$3,949,246

Additional (Optional) Pricing Information

Charter Service

Supplier & Vehicle Type	Hourly Rate	Hourly Minimum						
		<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>	<u>Sat</u>	<u>Sun</u>
Chariot – 14 passenger	\$100/hour	3	3	3	3	3	4	4
Chariot – WAV	\$100/hour	3	3	3	3	3	4	4
Chariot – 25 passenger	\$120/hour	3	3	3	3	3	4	4

Dublin/Pleasanton/Livermore Route

In the event the County decides to expand service to Dublin/Pleasanton/Livermore area, the addition of one additional Chariot to service this route will be \$12,200/month +/- \$300 dependent upon final agreed upon pickup locations. This pricing will also be subject to the 3% year over year increase. If a Hybrid vehicle is desired for this route, the one-time vehicle start-up fee of \$4,000/Hybrid Chariot will apply. The Hybrid Chariot will also have an 8-week lead time, as opposed to a 3-week lead time for a standard Chariot.

Parking Shuttle Service

In the event the County decides to expand service to include a continuous parking loop, the addition this service would cost is \$13,951-\$14,428/vehicle dependent upon the final route and total service hours. This pricing will also be subject to the 3% year over year increase.