

Metropolitan Transportation Commission
Regional Network Management Committee

July 12, 2024

Agenda Item 4a

**Contracts - Clipper BayPass Pilot Program Institutional Customers Contract Delegation
Subject to Specified Conditions and Partnership Agreements: i. San Francisco State
University (\$4,320,000); ii. MP Downtown San Mateo Associates, L.P. (\$56,700); iii.
Brooklyn Basin Associates IV, L.P., (\$58,032); iv. the City and County of San Francisco
Airport Commission (\$1,098,000), and v. OpenAI OpCo, LLC (\$390,000)**

Subject:

Recommend the Committee 1) delegate to the Executive Director the authority to negotiate and enter into partnership agreements to sell the Clipper BayPass Pilot product to institutional customers with quarterly reporting to the Regional Network Management Committee; and 2) approve five Partnership Agreements with institutional customers to purchase Clipper BayPass for the specified minimum agreement amounts with a total minimum contract amount across the five contracts of \$5,922,732.

Background:

In November 2021, the Fare Integration Task Force adopted the Fare Policy Vision Statement, directing staff to Pilot a regional institutional pass product. In August 2022, the first phase of the Clipper BayPass Pilot was launched to Pilot an unlimited-use product at four higher education institutions – the University of California, Berkeley (UC Berkeley), San Francisco State University (SFSU), San Jose State University (SJSU), and Santa Rosa Junior College (SRJC) – and at 12 MidPen affordable housing properties. Preliminary program evaluation analyses indicate that individuals with Clipper BayPass take about 40% more transit trips than their peers with access to just a single-agency pass.

A second phase of the Pilot began in January 2024 and will run through at least June 30, 2026, in which Clipper® BayPass will be made available for sale to up to 20,000 individuals across up to 10 employer/institutions. This phase will continue to assess the impact of a regional unlimited pass on transit ridership and customer experience, as well as the financial and operational feasibility of such a program.

Proposed Actions:

As a part of the Clipper BayPass Pilot, current MTC policies require that a partnership agreement must be brought before the Regional Network Management Committee each time the Clipper BayPass is sold to an institution. In order to streamline the business process of selling the Clipper BayPass and to provide a more efficient customer experience to institutions, staff are proposing that the Committee delegate to the Executive Director or designee the authority to negotiate and enter into partnership agreements, to sell the Clipper BayPass Pilot product to institutional customers, for the duration of the Clipper BayPass Pilot as defined by the Clipper BayPass Pilot Participation Agreement, as amended, between MTC and transit operators to institutional customers, subject to a limit of \$5,000,000 per new partnership agreement or \$5,000,000 in total amendments to partnership agreements that have been specifically authorized by the Committee, and a requirement that a report of executed partnership agreements be brought before the Committee each quarter. This delegation would extend through the end of the Clipper BayPass Pilot, which is anticipated to be June 30, 2026.

This item would also authorize, independent of the delegation of authority to the Executive Director to enter into Clipper BayPass Pilot partnership agreements, partnership agreements to sell the Clipper BayPass for specified minimum agreement amounts to San Francisco State University, MP Downtown San Mateo Associates, L.P. for MidPen Housing's Kiku Crossing community, Brooklyn Basin Associates IV, L.P. for MidPen Housing's Foon Lok East community, the City and County of San Francisco Airport Commission, and OpenAI OpCo, LLC.

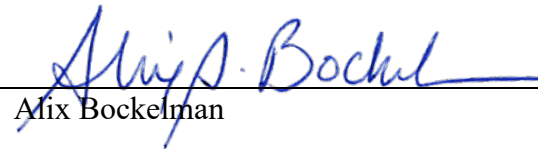
Recommendations:

Staff recommends that the Regional Network Management Committee authorize the Executive Director or designee to negotiate and enter into partnership agreements to reflect a minimum contract amount of \$4,320,000 with San Francisco State University, \$56,700 with MP Downtown San Mateo Associates, L.P., \$58,032 with Brooklyn Basin Associates IV, L.P. \$1,098,000 with the City and County of San Francisco Airport Commission, and \$390,000 with OpenAI, OpCo, LLC. Further, staff recommends that the Regional Network Management recommend that the Committee delegate to the Executive Director or designee the authority to negotiate and enter into partnership agreements to sell the Clipper BayPass Pilot product to

institutional customers, for the duration of the Clipper BayPass Pilot as defined by the Clipper BayPass Pilot Participation Agreement, as amended, between MTC and transit operators to institutional customers, subject to a limit of \$5,000,000 per new partnership agreement or \$5,000,000 in total amendments to partnership agreements that have been specifically authorized by the Committee, and a requirement that a report of executed partnership agreements be brought before the Committee each quarter.

Attachments:

- Attachments A-E: Five (5) Requests for Committee Approval - Summary of Partnership Agreement
- Attachment F: Summary of Proposed Contracting Delegated Authority to the Executive Director
- Attachment G: Example Clipper BayPass Partnership Agreement
- Attachment H: PowerPoint


Alix Bockelman

Request for Committee Approval

Summary of Proposed Partnership Agreement

Work Item No.:	1517
Partner:	San Francisco State University (SFSU) San Francisco, California
Work Project Title:	Clipper BayPass Pilot – Phase 2
Purpose of Project:	To pilot the sale of a regional institutional pass product to the entire student body (at least 18,000 students) of SFSU
Brief Scope of Work:	MTC will provide SFSU with the ability to activate Clipper BayPass passes on student Clipper Cards, which will enable unlimited travel on the region's transit services on the Clipper system.
Minimum Agreement Amount:	\$4,320,000
Funding Source:	N/A
Fiscal Impact:	A minimum of \$4,320,000 will be collected from SFSU under this Partnership Agreement. Revenues collected will be used to reimburse transit operators for trips taken with the Clipper BayPass. Any revenues collected in excess of the cost of trips taken will be directed to offset Pilot costs up to \$1,000,000.
Motion by Committee:	That the Executive Director or designee is authorized to negotiate and enter into a Partnership Agreement with SFSU for a minimum agreement amount of \$4,320,000 for the term of August 1, 2024 through July 31, 2025, as part of the Clipper BayPass Pilot program described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024.
Regional Network Management Committee:	
	<hr/> David Rabbitt, Chair
Approved:	July 12, 2024

Request for Committee Approval

Summary of Proposed Partnership Agreement

Work Item No.:	1517
Partner:	MP Downtown San Mateo Associates, L.P. Foster City, California
Work Project Title:	Clipper BayPass Pilot – Phase 2
Purpose of Project:	To pilot the sale of a regional institutional pass product to tenants of residential units at a newly constructed MidPen Housing community, Kiku Crossing in San Mateo, CA.
Brief Scope of Work:	MTC will provide MidPen Housing with the ability to activate Clipper BayPass passes on resident Clipper Cards with one pass provided per residential unit, which will enable unlimited travel on the region’s transit services on the Clipper system.
Minimum Agreement Amount:	\$56,700
Funding Source:	N/A
Fiscal Impact:	A minimum of \$56,700 will be collected from MP Downtown San Mateo Associates, L.P. under this Partnership Agreement. Revenues collected will be used to reimburse transit operators for trips taken with the Clipper BayPass. Any revenues collected in excess of the cost of trips taken will be directed to offset Pilot costs up to \$1,000,000.

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a Partnership Agreement with MP Downtown San Mateo Associates, L.P. for a minimum agreement amount of \$56,700 for the term of August 1, 2024 through July 31, 2026, as part of the Clipper BayPass Pilot program described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024.

Regional Network

Management Committee:

David Rabbitt, Chair

Approved: July 12, 2024

Request for Committee Approval

Summary of Proposed Partnership Agreement

Work Item No.:	1517
Partner:	Brooklyn Basin Associates IV, L.P. Oakland/Foster City, California
Work Project Title:	Clipper BayPass Pilot – Phase 2
Purpose of Project:	To pilot the sale of a regional institutional pass product to tenants of residential units at a newly constructed MidPen Housing community, Foon Lok East in Oakland, CA.
Brief Scope of Work:	MTC will provide MidPen Housing with the ability to activate Clipper BayPass passes on resident Clipper Cards with one pass provided per residential unit, which will enable unlimited travel on the region's transit services on the Clipper system.
Minimum Agreement Amount:	\$58,032
Funding Source:	N/A
Fiscal Impact:	A minimum of \$58,032 will be collected from Brooklyn Basin Associates IV, L.P. under this Partnership Agreement. Revenues collected will be used to reimburse transit operators for trips taken with the Clipper BayPass. Any revenues collected in excess of the cost of trips taken will be directed to offset Pilot costs up to \$1,000,000.

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a Partnership Agreement with Brooklyn Basin Associates IV, L.P. for a minimum agreement amount of \$58,032 for the term of August 1, 2024 through July 31, 2026, as part of the Clipper BayPass Pilot program described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024.

Regional Network

Management Committee:

David Rabbitt, Chair

Approved: July 12, 2024

Request for Committee Approval

Summary of Proposed Partnership Agreement

Work Item No.:	1517
Partner:	City and County of San Francisco Airport Commission San Francisco, California
Work Project Title:	Clipper BayPass Pilot – Phase 2
Purpose of Project:	To pilot the sale of a regional institutional pass product to a minimum of 1,525 employees of the City and County of San Francisco Airport Commission located at the San Francisco International Airport (SFO).
Brief Scope of Work:	MTC will provide the City and County of San Francisco Airport Commission with the ability to activate Clipper BayPass passes on employee Clipper Cards, which will enable unlimited travel on the region’s transit services on the Clipper system.
Minimum Agreement Amount:	\$1,098,000
Funding Source:	N/A
Fiscal Impact:	A minimum of \$1,098,000 will be collected from the City and County of San Francisco Airport Commission under this Partnership Agreement. Revenues collected will be used to reimburse transit operators for trips taken with the Clipper BayPass. Any revenues collected in excess of the cost of trips taken will be directed to offset Pilot costs up to \$1,000,000.

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a Partnership Agreement with the City and County of San Francisco Airport Commission for a minimum agreement amount of \$1,098,000 for the term of August 1, 2024 through July 31, 2025, as part of the Clipper BayPass Pilot program described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024.

Regional Network

Management Committee:

David Rabbitt, Chair

Approved: July 12, 2024

Request for Committee Approval

Summary of Proposed Partnership Agreement

Work Item No.:	1517
Partner:	OpenAI OpCo, LLC San Francisco, California
Work Project Title:	Clipper BayPass Pilot – Phase 2
Purpose of Project:	To pilot the sale of a regional institutional pass product to a minimum of 500 employees of OpenAI, located at OpenAI’s offices in San Francisco, CA
Brief Scope of Work:	MTC will provide OpenAI with the ability to activate Clipper BayPass passes on employee Clipper Cards, which will enable unlimited travel on the region’s transit services on the Clipper system.
Minimum Agreement Amount:	\$390,000
Funding Source:	N/A
Fiscal Impact:	A minimum of \$390,000 will be collected from OpenAI under this Partnership Agreement. Revenues collected will be used to reimburse transit operators for trips taken with the Clipper BayPass. Any revenues collected in excess of the cost of trips taken will be directed to offset Pilot costs up to \$1,000,000.

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a Partnership Agreement with OpenAI, OpCo, LLC for a minimum agreement amount of \$390,000 for the term of August 1, 2024 through July 31, 2025, as part of the Clipper BayPass Pilot program described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024.

Regional Network

Management Committee:

David Rabbitt, Chair

Approved: July 12, 2024

Request for Committee Approval

Summary of Proposed Contracting Delegated Authority to the Executive Director

Work Item No.:	1517
Work Project Title:	Clipper BayPass Pilot – Phase 2
Purpose of Project:	To Pilot the sale of a regional institutional pass product with employers in the region.
Brief Scope of Work:	That the Committee delegate to the Executive Director or designee the authority to negotiate and enter into partnership agreements to sell the Clipper BayPass Pilot product for the duration of the Clipper BayPass Pilot as defined by the Clipper BayPass Pilot Participation Agreement, as amended, between MTC and transit operators to institutional customers, subject to a limit of \$5,000,000 per new partnership agreement or \$5,000,000 in total amendments to partnership agreements that have been specifically authorized by the Committee, and a requirement that a report of executed partnership agreements be brought before the Regional Network Management Committee each quarter.
Funding Source:	N/A
Fiscal Impact:	The sale of the Clipper BayPass pilot product to institutional customers will generate revenue for MTC. The revenue generated will in turn be distributed by the Commission to transit operators twice per year under the terms established in the Clipper BayPass Pilot Participation Agreement, as amended, entered into on November 1, 2023 between MTC and all transit operators that accept Clipper.

Request for Committee Approval
Summary of Proposed Contracting Delegated Authority to the Executive Director
Clipper BayPass Pilot – Phase 2
Page 2 of 2

July 12, 2024

Motion by Committee: That the Executive Director or designee has the authority to negotiate and enter into partnership agreements, substantially in the form shown in the example included in Attachment G, with the ability to make revisions when advantageous to MTC, to sell the Clipper BayPass Pilot product for the duration of the Clipper BayPass Pilot as defined by the Clipper BayPass Pilot Participation Agreement, as amended, between MTC and transit operators to institutional customers subject to a limit of \$5,000,000 per new partnership agreement or \$5,000,000 in total amendments to partnership agreements that have been specifically authorized by the Committee, and a requirement that a report of executed partnership agreements be brought before the Regional Network Management Committee each quarter as described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024.

Regional Network

Management Committee:

Alfredo Pedroza, Chair

Approved:

July 26, 2024

Example Clipper BayPass Partnership Agreement

PARTNERSHIP AGREEMENT

BETWEEN PARTNER ORGANIZATION (FULL NAME) AND
THE METROPOLITAN TRANSPORTATION COMMISSION
FOR CLIPPER BAYPASS PILOT PROGRAM

THIS AGREEMENT is made and entered into as of December 8, 2023, by and between Partner Organization (Full Name) (herein called "Partner Organization (Abbrev.)"), and the Metropolitan Transportation Commission, a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, (herein called "MTC") ("Agreement"), both individually referred to as a "Party" and collectively referred to as "the Parties."

W I T N E S S E T H

WHEREAS, MTC seeks to increase transit usage by reducing fare barriers and improving coordination of fare policies across Bay Area transit operators; and

WHEREAS, MTC and Bay Area transit operators convened the Fare Integration Task Force as a special committee of the Clipper Executive Board to assess methods to improve coordination across transit fare policies; and

WHEREAS, on November 15, 2021, the Fare Integration Task Force adopted a Bay Area Transit Fare Policy Vision Statement which called for the "deployment of an all-transit agency institutional/employer pass demonstration pilot in 2022, with a focus on educational institutions, affordable housing properties, and employers of various sizes, pending available resources/technical considerations;" and

WHEREAS, MTC created the Clipper BayPass Pilot Program in 2022 under the direction of the Fare Integration Task Force in order to deliver on the commitment to establish an institutional/employer pass pilot; and

WHEREAS, the Clipper BayPass Pilot Program is inviting employers/institutions to purchase the Clipper BayPass public transportation pass, which provides unlimited access to Bay Area transit services that accept Clipper, with the exception of cable car services operated by SFMTA; and

WHEREAS, Partner Organization (Abbrev.) is interested in providing the Clipper BayPass public transportation pass to its employees [*placeholder for any clarifications from partner organization regarding how “employee” is defined*].

NOW, THEREFORE, the Parties hereto agree as follows:

1. SCOPE OF WORK

MTC agrees to provide the Clipper BayPass public transportation pass, as described and in quantities specified in Attachment A, to Partner Organization (Abbrev.) at the price of *[\$custom price]* per month per eligible employee. Partner Organization (Abbrev.) shall perform the activities described in Attachment A.

2. TIME OF PERFORMANCE

The services described by this Agreement shall commence on or around [*date of contract start*] and terminate on [*one calendar year after date of contract start*], unless the Agreement is extended by duly executed amendment or earlier terminated, as hereinafter provided.

3. FUNDING AND METHOD OF PAYMENT

- A. In order to participate in the Clipper BayPass program pilot, Partner Organization (Abbrev.) agrees to pay MTC in accordance with the amounts and processes specified in Attachment A.

All payment shall be submitted to MTC at:

Attn: Accounting Section
Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105

4. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in Attachment A and any adjustments in the schedule and Payment amounts. All amendments shall be executed by the Partner Organization (Abbrev.) Project Manager, or a designated representative and MTC Executive Director, or a designated representative. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

5. TERMINATION

Either party may terminate this Agreement due to the other party's substantial failure to perform as specified in this agreement upon thirty (30) days prior written notice. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice. In the event of such termination, all Passes shall be deactivated immediately after the termination date. If either party terminates the agreement, MTC shall either invoice or refund Partner Organization (Abbrev.) as per the terms of termination specified in Attachment A.

6. RETENTION OF RECORDS

Partner Organization (Abbrev.) agrees to keep all records pertaining to the project being funded for audit purposes in accordance with generally accepted accounting practices for a minimum of four (4) years following the fiscal year of the last expenditure under this Agreement.

7. INDEMNIFICATION

Partner Organization (Abbrev.) shall indemnify and hold harmless MTC and its commissioners, directors, officers, agents and employees (each an “Indemnified Party”) from any and all claims, demands, suits, loss, damages, injury and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of breach of this Agreement by Partner Organization (Abbrev.) or by any negligent or otherwise wrongful act or omission of Partner Organization (Abbrev.), its officers, commissioners, directors, employees, agents, contractors and subcontractors, or any of them, under or in connection with this Agreement; and Partner Organization (Abbrev.) agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, its commissioners, directors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.

8. NOTICES

Except for invoices submitted by Partner Organization (Abbrev.) pursuant to Article 3, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, or emailed to such party at their respective addresses as follows:

To MTC:	Attention: Terence Lee Metropolitan Transportation Commission Bay Area Metro Center 375 Beale Street, Suite 800 San Francisco, CA 94105 Email: tplee@bayareametro.gov
To Partner Organization (Abbrev.):	Attention: <i>[Name of Primary Contact]</i> <i>[Primary Contact Address]</i> Email: <i>[Primary Contact Email]</i>

9. ASSIGNMENT

Neither party shall assign, transfer or otherwise substitute its interest or obligations in this Agreement without the prior written consent of the other party.

10. CONFIDENTIALITY

10.1

In this Article 10, Confidentiality, the Party disclosing information shall be referred to as the “Disclosing Party” and the Party receiving information shall be referred to as the “Receiving Party”. As used herein, “Confidential Information” shall mean any non-public, confidential or proprietary information disclosed by a Party in discussions between the Parties relating to the purpose, whether disclosed orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” or “proprietary” including, without limitation: data, notes, drafts, assessments, analyses, evaluations, and reports related to the travel patterns, home and work locations, commute mode choices, and parking activities of Partner Organization (Abbrev.) employees.

10.2 Exclusions.

“Confidential Information” shall not include information that: (a) is or becomes known or available to the public, other than through a breach of an obligation hereunder by the Receiving Party; (b) is lawfully acquired by the Receiving Party from a third party without breach of a confidentiality restriction; (c) the Receiving Party can demonstrate by written proof was (i) already in its possession at the time it was disclosed hereunder by the Disclosing Party or (ii) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information; (d) has been approved for disclosure by the Disclosing Party; or (e) has been provided by Disclosing Party pursuant to the required deliverables referenced in Attachments A, Scope of Work.

10.3 Confidentiality Obligation.

Receiving Party will hold and maintain Disclosing Party’s Confidential Information in confidence, exercising at least the same degree of care as Receiving Party customarily exercises to protect its own like information, but no less than reasonable care. Without the prior written consent of Disclosing Party, Receiving Party will not: (a) disclose any portion of the Confidential Information to any person or entity other than its directors, officers, employees, agents or consultants (each a “Representative”) who reasonably need access to the Confidential Information to fulfill the purpose and is bound to protect its confidentiality including, with

respect to agents and consultants, by written agreement on terms substantially similar to this Agreement; or (b) use Confidential Information except as reasonably required in furtherance of the purpose. Receiving Party shall take reasonable steps to ensure compliance with this Agreement by its Representatives, and agrees that it is responsible to Disclosing Party for any action or failure to act by any Representative that would constitute a breach of this Agreement. Notwithstanding the foregoing, disclosure of Confidential Information by a Receiving Party shall not be precluded if such disclosure is required by a valid law, including the California Public Records Act, regulation, subpoena, demand, order or other process of a court or government entity, provided that Receiving Party provides prompt written notice to the Disclosing Party sufficiently in advance to permit the Disclosing Party to contest the disclosure or seek an appropriate protective order.

10.4 Remedies.

Without prejudice to the rights and remedies otherwise available to Disclosing Party, Disclosing Party may be entitled to equitable relief by way of injunction if there is a breach or threat of breach of any of the provisions of this Agreement by the Receiving Party. The Parties acknowledge and agree that damages may not be an adequate remedy in the event of a breach of this Agreement.

11. LAWS AND REGULATIONS

California law will control the Agreement and the exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state or federal court of competent jurisdiction, situated in San Francisco County. Partner Organization (Abbrev.) shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, and procedural requirements of any Federal, California state, or local government, and of any agency of any such government, including but not limited to MTC, that relate to or in any manner affect the performance of the Agreement, which shall include, but not be limited to California Streets & Highways Code Section 31490 and any others relating to the handling of private and/or personally identifiable information.

12. ENTIRE AGREEMENT: MODIFICATION

This Agreement, including any attachments, constitutes the complete agreement between the parties and supersedes any prior written or oral communications. Partner Organization (Abbrev.) represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both Partner Organization (Abbrev.) and MTC. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

METROPOLITAN TRANSPORTATION
COMMISSION

PARTNER ORGANIZATION (FULL
NAME)

Andrew B. Fremier, Executive Director

*[Signatory's Full Name], [Signatory's
Title]*

ATTACHMENT A

PROGRAM SCOPE

CLIPPER BAYPASS PILOT PROGRAM

Program Duration

The agreement for Partner Organization (Abbrev.)’s participation in Clipper BayPass Pilot Program will be in force for a duration of 365 days. Options to extend the agreement beyond the 365 days may be discussed prior to the end of the current agreement.

Clipper BayPass Capabilities

The Clipper BayPass Pilot Program utilizes the Clipper fare payment system product known as the “Events Pass”. The Clipper BayPass Pilot Program provides individual participants with a transit pass good for unlimited travel on all transit services operated by the Operators that accept Clipper, except for Cable Car service operated by the SFMTA. The “Events Pass” can be activated on any existing physical or mobile Clipper Card.

Program Payment Components

Payment for Partner Organization (Abbrev.)’s participation in Clipper BayPass is broken up into two subsections: payment for public transportation services and payment for any physical Clipper Cards that Partner Organization (Abbrev.) decides to purchase from MTC.

Payment for Public Transportation Services (Required)

Partner Organization (Abbrev.) agrees to pay MTC a minimum total amount of $\$[(\text{custom price per pass per month}) * 12 * (\text{total count of employees participating at program outset})]$ to participate in the Clipper BayPass Program for 365 days. This minimum total payment amount is based on a price of $\$[\text{custom price}]$ per pass per month, over the course of twelve months, for a total of $[\text{total count}]$ passes. MTC will make available to Partner Organization (Abbrev.) one Clipper BayPass (“Pass”) per eligible employee that Partner Organization (Abbrev.) selected to participate in this program. The total count of employees on $[\text{date}]$ is $[\text{count}]$ individuals. This total count of Employees is defined as the minimum eligible pool (the “Pool”) for the duration of the present agreement period.

Additional Passes

Partner Organization (Abbrev.) may add employees to the Clipper BayPass program Pool during the agreement. Passes shall be activated and valid from *[date of contract start]* (or date of issue, if later) through *[one year after date of contract start]*.

Partner Organization (Abbrev.) shall pay MTC a total of $\$[monthly\ pass\ price * 12]$ per Clipper BayPass for each member of the Pool for the year from *[date of contract start]* through *[one year after date of contract start]*. If additional eligible Participants enter the Pool exceeding the *[count]* in the Pool as defined on *[date]*, then MTC shall issue additional Passes at the same annual price per pass of $\$[monthly\ pass\ price * 12]$ unless entry into the program occurs after 183 days after *[date of contract start]*, in which case 50% of the annual per Pass price (i.e., $\$[monthly\ pass\ price * 6]$) shall be charged per additional Pass. There shall be no pro-rating of pricing beyond the mid-year 50% price.

Cost of Additional Physical Clipper Cards (Optional)

Partner Organization (Abbrev.) may request physical Clipper Cards from MTC at a cost to Partner Organization (Abbrev.) of \$3 per physical Clipper Card. MTC will not charge Partner Organization (Abbrev.) or its eligible employees to add the BayPass to virtual Clipper Cards created by Partner Organization (Abbrev.) employees. MTC will use best efforts to provide the requested cards to Partner Organization (Abbrev.) in a timely fashion. MTC will also endeavor to activate the BayPass on the additional physical Clipper Cards before they are delivered to Partner Organization (Abbrev.).

Invoicing

MTC shall invoice Partner Organization (Abbrev.) for $\$[value]$ (i.e., 50% of the minimum total amount of $\$[value]$) to participate in the Clipper BayPass program upon execution of this agreement. This payment will be referred to as the “Initial Payment”. MTC will invoice Partner Organization (Abbrev.) for the remaining 50% of the minimum total amount on *[date]* (183 days after *[date of contract start]*). By no later than *[30 days after date of contract end]*, MTC shall invoice Partner Organization (Abbrev.) for any “Additional Passes” and/or “Additional Physical Clipper Cards” as defined herein.

Partner Organization (Abbrev.) shall remit all payments within thirty (30) days of receipt of invoice, including invoices for additional physical Clipper Cards. All payments shall be directed to:

Attn: Accounting Section
Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105

Roles and Responsibilities

MTC will be responsible for:

- Providing Partner Organization (Abbrev.) with access to the Clipper Institutional Portal to allow the Clipper BayPass product to be activated and deactivated on eligible employee Clipper Cards (physical or virtual)
- Providing Partner Organization (Abbrev.) with necessary guidance and support to manage employee Clipper Cards in the Clipper Institutional Portal.
- Providing within 30 days of the start of the program, educational and promotional materials in a digital and physical format to help individuals understand the Clipper BayPass product.
- Making every reasonable effort to provide Partner Organization (Abbrev.), within 15 days of a request, with the requested number of physical Clipper Cards at a cost to Partner Organization (Abbrev.) of \$3.00 per card.
- Providing aggregated reports of travel activity with the Clipper BayPass to Partner Organization (Abbrev.).
- Managing evaluation activities including up to four, brief (~5 minute) participant surveys to be deployed electronically.

Partner Organization (Abbrev.) will be responsible for:

- Activating and deactivating the Clipper BayPass product on employee Clipper Cards and any cards ordered by Partner Organization (Abbrev.) from MTC (if requested by Partner Organization (Abbrev.)).
- Deactivating the Clipper BayPass product from employee Clipper Cards within 30 days of the separation of an eligible employee from employment at Partner Organization (Abbrev.) or within 30 days of the transition of an eligible employee to an ineligible status.
- Deactivating the Clipper BayPass product on employee Clipper Cards within 10 days of the card being reported lost or stolen.
- Tracking which Clipper BayPass serial number is associated with which employee, including in cases when employees require a replacement Clipper Card.
- Communicating to employees to promote the Clipper BayPass and educating them regarding its use. In its communications, and in the materials that MTC will provide, Partner Organization (Abbrev.) clarifies the following program nuances to its employees:
 - The Clipper BayPass cannot be used on SFMTA Cable Cars;
 - The Clipper BayPass will become inactive if it is not used (i.e., tapped on Clipper Card reader on transit or at a transit stop) within 180 days of initial activation.
 - The Clipper BayPass is non-transferable, and is only a valid fare when used by an eligible Partner Organization (Abbrev.) employee.
- Coordinating on a regular basis with the Clipper BayPass program team via virtual meetings.