



Fresno County Rural Transit Agency
2018 Operations and Maintenance Request for
Proposals

Deliverables: One (1) original, six (6) printed copies, and one (1) electronic version on a flash drive must be received on or before 5:00 p.m., May 1, 2018.

Addressed to: Fresno County Rural Transit Agency
Attn: FCRTA Operations RFP
2035 Tulare Street, Suite 201
Fresno, CA 93721

Mark envelopes: FRESNO COUNTY RURAL TRANSIT AGENCY
TRANSIT OPERATING AND MAINTENANCE CONTRACT
TECHNICAL AND COST PROPOSAL
FRESNO COUNTY RURAL TRANSIT AGENCY

Proposals received after the time and date stated above shall be deemed unresponsive and returned unopened to the proposer.

Inquiries: Direct questions for clarification of this Request for Proposals document to:

Gilbert Garza
Senior Transit Planner
Telephone (559) 263-8019
Email: ggarza@fresnocog.org

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**FRESNO COUNTY RURAL TRANSIT AGENCY
STATE OF CALIFORNIA**

REQUEST FOR PROPOSAL

PROPOSALS will be received by Fresno County Rural Transit Agency, 2035 Tulare Street, Suite 201, Fresno, CA 93721, until 5:00 P.M., on May 1, 2018, for providing:

**OPERATIONS AND MAINTENANCE FOR FRESNO COUNTY RURAL TRANSIT
AGENCY**

Contract documents may be inspected and obtained in the office of Fresno County Rural Transit Agency (FCRTA), 2035 Tulare Street, Suite 201, Fresno, California 93721.

FCRTA hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice, and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, or religion in any consideration leading to the award of contract.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion will also be required.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by Fresno County Rural Transit Agency to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, to award the contract to other than the lowest bidder, to award some or none of the services included in the solicitation, and to award agreement(s) according to the proposal(s) which best serves the interests of the FCRTA.

Mandatory requirement: all proposals must include a signed copy of Proposal Form 1.9 "CERTIFICATION OF UNDERSTANDING" (located on page 212 of the RFP).

Dated this 10th day of April at Fresno, California.

By: _____

Gilbert Garza, Senior Transit Planner, Fresno County Rural Transit Agency, Fresno, California

Publication Dates: April 12, 19, 2018

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PROJECT DESCRIPTION

Fresno County Rural Transit Agency is requesting technical and cost proposals from qualified and experienced CONTRACTORS to provide operations and maintenance service for Fresno County Rural Transit Agency Transit (FCRTA) programs. The term of this project will be for three years beginning as early as July 1, 2018 with four additional option years, to be considered and executed one year at a time, if at all.

Proposers are required to present proposals to provide operations and maintenance for all three “core” FCRTA services as described herein (Maintenance, Inter-City Fixed-Route, and Intra-City Demand-Response Service), FCRTA is also requiring proposals to include pricing for the following “optional” services (Coalinga Transit, Kerman Transit, and Reedley Transit) as marked in the Cost/Bid Tables at the end of this RFP. While FCRTA may choose to award any, all, or none of the “optional” services as part of the final agreement resulting from this solicitation, each Proposer must provide pricing for all optional services in order for fair comparisons to be made. No partial service proposals will be considered. One (1) original and six (6) copies plus one electronic copy (on a flash drive) of the proposal are to be submitted to the Fresno County Rural Transit Agency, 2035 Tulare Street, Suite 201 Fresno, CA 93721, on or before 5:00 p.m., May 1, 2018.

INFORMATION

Fresno County Rural Transit Agency is issuing this Request for Proposals. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to Gilbert Garza who is representing FCRTA on this procurement. Gilbert can be reached at (559) 263-8019 or via email at the following: ggarza@fresnocog.org

Any revisions to the Request for Proposals will be issued and distributed as Addenda. Proposers are specifically directed not to contact any other FCRTA personnel, officers or elected officials for meetings, conferences, or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of proposal.

IMPORTANT NOTICE

Fresno County Rural Transit Agency will not be responsible for oral interpretations given by any FCRTA employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, FCRTA will attempt to notify all prospective vendors who have secured the same. However, it will be the responsibility of each vendor, prior to submitting a proposal, to contact Gilbert Garza, Senior Transit Planner, (559) 263-8019, or by email at ggarza@fresnocog.org to inquire if addenda were issued, and to make such addenda a part of the Proposer’s proposal.

CONTRACTING AGENCY

Fresno County Rural Transit Agency will administer the contract resulting from this Request for Proposals.

DEFINITIONS

1. "FCRTA" or the "Agency" refers to Fresno County Rural Transit Agency, a California Joint Powers Authority.
2. "Days" refers to working days of Fresno County Rural Transit Agency when used in context with this RFP or FCRTA's Proposal Protest Procedures and refers to working days of the FTA in the context of FTA involvement.
3. The terms "file" or "submit" refer to the date of receipt by FCRTA and/or FTA.
4. "Exhaustion of administrative remedies at the grantee level" means any action or inaction on the part of FCRTA which is prejudicial to the position taken in a written protest filed with FCRTA. It may include, but is not limited to:
 - A final Agency decision on the merits protest.
 - A procurement action such as the award of a contract or rejection of a Proposal despite the pendency of a protest.
 - Agency acquiescence in and active support of continued and substantial contract performance despite the pendency of a protest.
5. "Interested party" All bidders or proposers directly involved in an FCRTA procurement. An actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third-party contract at issue. "Interested party" does not include subcontractors or suppliers of an actual or prospective bidder or offeror.
6. "Violation of Federal law or regulation" is defined as the infringement of any valid requirement imposed by Federal statute or regulation, which governs the letting of contracts pursuant to a grant agreement. However, any protests involving a local matter and/or determinations that are clearly within the discretionary powers of FCRTA include, but are not necessarily limited to, determinations of responsiveness and responsibility. In other words, the protestor must be able to demonstrate or establish a clear violation of the prohibition against unduly exclusionary and restrictive specifications, or a violation of the Buy America requirements.
7. "Local" as used herein, refers to Fresno County Rural Transit Agency, County of Fresno, and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.
8. "RFP" or "Request for Proposals" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.

9. "The General Manager" as used herein, refers to the General Manager of Fresno County Rural Transit Agency.
10. "FTA" as used herein, refers to the United States Federal Transit Administration.
11. "Deadhead time/miles" as used herein, refers to the miles and hours that a **vehicle** travels when out of revenue service. Deadhead includes vehicles leaving or returning to the garage or yard facility, or when there is no expectation of carrying revenue passengers between revenue timepoints, but does NOT include any costs for providing driver reliefs, shift changes, shuttling vehicles to off-site fueling, driver sign-on/sign-off, etc. Deadhead does not include charter service, school bus service, operator training, or maintenance training. **FCRTA DOES NOT pay contractor for approved fixed route vehicle deadhead time incurred.**
12. "Revenue Vehicles" refers to Fresno County Rural Transit Agency Transit owned buses used to operate the service, and provided to CONTRACTOR by FCRTA. FCRTA owns all vehicles used in the provision of Fresno County Rural Transit Agency Transit and Fresno County Rural Transit Agency Paratransit revenue services.
13. "Fixed Route Revenue Service" refers to scheduled transit service transporting fare-paying customers. Revenue Service for fixed route is the FCRTA-published bus schedules, not including deadhead, or providing driver reliefs, shift changes, etc. FCRTA pays for the exact number of hours contained in the published schedule, with adjustments to billing only upon FCRTA approval.
14. "Demand Response Revenue Service" for Demand Response Service begins with the first passenger pick-up on a bus and ends at the time the last passenger is dropped off, on a per vehicle billing basis. Demand Response Revenue service does not include lunches. Deadhead from yard to first pick up, from last drop off to yard, and to/from lunch is reported by CONTRACTOR BUT NOT paid by FCRTA. "Demand Response Service" is also described herein as "Intra-City Service".
15. "Contractor" refers to the successful proposer who is awarded the contract for providing any or all of the products and services described in this RFP.
16. "Service Hours" or "Maintenance Service Hours" refer to actual hours expended by maintenance staff personnel performing FCRTA contract maintenance activities. Service Hours are tracked, and invoiced separately from revenue hours each month.
17. "Transit Operating Costs" refers to the total costs incurred in operation of the service including administrative overhead.

18. “Spare Ratio” refers to the total number of fixed route buses available versus the maximum peak hour bus pullout requirements of the system. For example, if 10 buses are needed during peak operations, having 12 buses in the fleet would constitute a 20% spare ratio (2 spares/10 bus maximum pullout requirement).
19. “Fare Media” refers to all instruments used to board Fresno County Rural Transit Agency Transit buses, including but not limited to monthly unlimited ride passes, Fresno County Rural Transit Agency and outside agency transfers, and any new FCRTA-approved piece of fare media.
20. “Overloads” and “Full Buses” refers to anytime passengers wishing to board a vehicle are turned away or optionally decline to board due to excessive crowding on the vehicle, manifested by standees beyond the bus manufacturer’s official standing capacity limits.
21. “Standees” refers to passengers who board but are forced to stand during movement of vehicle due to lack of available seating.
22. “Roadcalls” refers to a specific vehicle failing to complete its scheduled revenue trip or start its next scheduled revenue trip. This is true even when another vehicle is substituted and no revenue service is lost. The failures may occur in revenue service including layover / recovery time, or during deadhead operations.
23. “Pull-outs” refers to a bus departing a Contractor-provided operations facility or the future Fresno County Rural Transit Agency bus yard (location TBD) towards its first scheduled time-point in revenue service on a new shift or service day.
24. “Trips” refers to a bus departing its initial scheduled time-point in revenue service. A new trip begins each time the bus leaves this time point during the day.
25. “Missed Trips” refers to a trip that is scheduled as part of normal revenue service but is never made for any reason, without prior approval of FCRTA General Manager.
26. “Late Trips” refers to a trip that begins more than fifteen (15) minutes after its scheduled departure time.
27. “Non-Revenue Vehicles” refers to any vehicles not used in revenue service. FCRTA does NOT provide non-revenue vehicles for contractor operations as part of this agreement. FCRTA authorizes the use of spare revenue vehicles by the CONTRACTOR’s Road Supervisor to enable quick relief bus service in case of a late bus, an accident, incident, or other existing or potential service disruption. FCRTA does NOT provide vehicles for routine shuttling of drivers back and forth for breaks, etc. CONTRACTOR must provide any and all needed shuttle cars.

28. “Maintenance Shuttle” drivers typically use either FCRTA service trucks or non-revenue vehicles for the purpose of performing road calls, bringing operable FCRTA vehicles from the field to the FCRTA Central Maintenance Facility for routine maintenance or repairs, bringing out substitute FCRTA revenue vehicles to/from any of the 13 different municipal corporate yards/fueling areas to revenue service areas, or moving FCRTA revenue vehicles to/from the FCRTA Central Maintenance Facility, contract repair facilities, or fueling facilities.
29. “Spare Revenue Vehicle” a Fresno County Rural Transit Agency Transit revenue vehicle provided to the CONTRACTOR by FCRTA which is not being used at that particular time for revenue service.
30. “Incumbent Contractor” refers to the operations contractor currently providing Fresno County Rural Transit Agency Transit service, which for Fresno County Rural Transit Agency is Fresno Economic Opportunities Commission.
31. “Scheduled Timepoint(s)” are bus stops with departure times specifically noted in Fresno County Rural Transit Agency Transit route schedules distributed for public consumption.
32. “Proposer(s)” refers to any entity that submits a proposal in response to this Request for Proposals (RFP) in hopes of being selected to be a Contractor for FCRTA.
33. “Future Fresno County Rural Transit Agency Operations and Maintenance Facility” refers to the future facility that will house activities of Fresno County Rural Transit Agency Contractor. Once this facility is built, it will become the location of Fresno County Rural Transit Agency Transit fixed route and demand-response activity for the future Contractor who becomes a party to this agreement. The facility may be shared with various FCRTA staff.
34. “Contract Year” refers to the years within the contract term. In the case of this contract, the Contract Years shall be aligned with FCRTA’s Fiscal Year calendar, starting on July 1, and ending on June 30th. Contract Year #1 starts on July 1, 2018, and ends on June 30, 2019, for example.
35. The “Selection Committee” will be made up of various community members and/or transit industry representatives, and FCRTA staff and representatives.
36. “VTT” stand for Verification of Transit Training Certificate.
37. “Operators”, “bus operators”, and “drivers” refer to persons employed by CONTRACTOR under this RFP/agreement to drive Fresno County Rural Transit Agency Transit vehicles in revenue service.

38. “AVL/CAD or Automatic Vehicle Location System, or AVL CAD (computer assisted dispatching) refers to FCRTA’s Synchronomatics EZ Rides Dispatching System that supports and is integral to Fresno County Rural Transit Agency Transit fixed route and demand response services. FCRTA will be providing Synchronomatics EZ Rides to the CONTRACTOR who will be required to utilize this software system.
39. CONTRACTOR will utilize the Synchronomatics EZ Rides AVL System daily to manage client activity, generating NTD and other operations reports on a daily, weekly, monthly, or annual basis.
40. “Central Maintenance Facility” CONTRACTOR shall initially provide a facility adequate for all maintenance functions and a majority of operations activities. This central maintenance facility will host all maintenance activity, for revenue vehicles stored at its location and at 13 remote municipal partner yards across the area.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether the same or expressly referred to herein or not.

By submitting a proposal, CONTRACTOR certifies that he or she will comply with all Federal laws and requirements, including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, and other laws and regulations applicable to contracts utilizing Federal funds.

INSURANCE – FCRTA Provides Coverage – Seeks Contractor Insurance Cost as Option

FCRTA provides to its CONTRACTOR \$5M in General Liability and Property Damage coverages. FCRTA plans on continuing to support the CONTRACTOR in this way, but is open to other models, including having CONTRACTOR provide all insurance coverages as outlined below. If FCRTA continues to provide insurance to CONTRACTOR, CONTRACTOR shall be liable for up to \$5000 per occurrence of “at fault” or “preventable” accidents/incidents. **FCRTA requires all proposals to include the following insurance costs as an option** that FCRTA may, or may not choose to pursue. Information on minimum required insurance follows:

CONTRACTOR and any subcontractor shall not commence work under this Agreement until CONTRACTOR shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the FCRTA Attorney as to form and carrier and the FCRTA General Manager or his designee as to sufficiency, nor shall CONTRACTOR allow any contractor or subcontractor to commence work on this contract or subcontract until all similar insurance required of the CONTRACTOR and/or subcontractor shall have been so obtained and

approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

CONTRACTOR shall procure and maintain for the duration of the contract all necessary insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, the CONTRACTOR agents, representatives, employees and subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Commercial General Liability and Property Damage: The CONTRACTOR shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the CONTRACTOR and against all claims resulting from damage to any property due to any act or omission of the CONTRACTOR, his agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owner's and CONTRACTOR's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. FCRTA shall not be responsible for any increases in insurance costs incurred by CONTRACTOR in any future scenario. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence)
\$10,000,000 Combined Single Limit.

Commercial Automobile Public Liability and Property Damage: The CONTRACTOR shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. FCRTA shall not be responsible for any increases in insurance costs incurred by CONTRACTOR in any future scenario. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence)
\$10,000,000 Combined Single Limit.

All Risk Physical Damage Vehicle Insurance – Stated Value

Such other insurance coverages and limits as may be required by FCRTA.

Workers' Compensation Insurance: The CONTRACTOR shall maintain Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than \$1,000,000 per accident. Such insurance shall comply with all applicable state laws. CONTRACTOR shall provide FCRTA with a Certificate of Insurance showing proof of insurance acceptable to FCRTA. Certificates containing wording that release the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Policy(s) are to be endorsed to include a waiver of subrogation against FCRTA, its officers, officials, agents and employees. CONTRACTOR and its employees are independent

CONTRACTORS and not employees of the Fresno County Rural Transit Agency. CONTRACTOR and/or its insurers are responsible for payment of any liability arising out of Worker's Compensation, unemployment or employee benefits offered to its employees. FCRTA shall not be responsible for any increases in Worker's Compensation costs incurred by CONTRACTOR in any future scenario.

The insuring provisions, insofar as they may be judged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable. ***Should FCRTA choose to have CONTRACTOR be the provider of primary insurance coverages, the following govern:***

Additional Insured: The General Liability and Auto Liability policy(s) are to contain, or be endorsed to name FCRTA, its officers, appointed and elected officials, agents, volunteers, and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this Contract. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by FCRTA; (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the CONTRACTOR and its SUBCONTRACTORS shall not be required to provide coverage for FCRTA for the sole active negligence of FCRTA. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to FCRTA by the successful Proposer. In addition FCRTA shall be named as an additional Loss Payee under any policy of Property and Vehicle Insurance.

Deductibles and Self-insured Retention: Any deductibles or self-insured retention must be declared to, and approved by, FCRTA. Payment of all deductibles and self-insured retentions will be the responsibility of CONTRACTOR.

Separate endorsements are required, naming FCRTA as additional insured, for liability insurance and providing a waiver of subrogation for Worker's Compensation Insurance and as Loss Payee under Vehicle Physical Damage coverage.

The successful Proposer shall maintain the insurance for the life of the contract, unless FCRTA chooses to provide insurance (see below). Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to FCRTA.

Endorsements are to be received and approved by FCRTA before work commences. Should CONTRACTOR cease to have insurance as required during any time, all work by CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to FCRTA is provided.

Original insurance certificates and endorsements are to be mailed or delivered to:

Fresno County Rural Transit Agency
Gilbert Garza – Senior Transit Planner
2035 Tulare Street, Suite 201
Fresno, CA 93721

WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the FCRTA General Manager. The request shall be executed by the offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

REJECTION OF PROPOSAL

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. FCRTA may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. FCRTA reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of FCRTA, such information was intended to mislead FCRTA in its evaluation of the proposal, it will be cause for rejection of the proposal.

EVALUATION/AWARD OF CONTRACT

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in the RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals (**Powerpoint, for example**) are not necessary and will not affect the evaluation process.

Proposals will be evaluated by a Selection Committee which may be made up of various community members and/or outside agency representatives, and FCRTA staff. In connection with its evaluation, FCRTA may, at its option, invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposer will be allowed to present such evidence as may be appropriate in order that the Committee can correctly analyze all materials and documentation submitted as a part of the proposal.

Fresno County Rural Transit Agency reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not

limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein. There may or may not be an interview element to the selection process.

Fresno County Rural Transit Agency reserves the right to reject any or all proposals, to waive any requirements, both FCRTA's and those proposed by the vendor; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of FCRTA to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; to award the contract for all services listed in its entirety or partially should FCRTA choose to obtain some services outside this RFP process, and to award portions or all of the services covered in this solicitation to other than the lowest priced bidder, if desired; and to evaluate in its absolute discretion, the proposal of each vendor, so as to select the vendor which best serves the requirements of FCRTA, thus insuring that the best interest of FCRTA will be served. Proposers past performance in the transit industry, and the FCRTA's assurance that each proposer will provide service as proposed, will be taken into consideration when proposals are being evaluated.

FCRTA may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to FCRTA all such information and data for this purpose as FCRTA may request. FCRTA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy FCRTA that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the Proposal of any Proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to FCRTA in the proposer's Proposal submission, or at any point in the Proposal evaluation process, including any interview conducted, is grounds for rejection of the Proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the Proposal submission is material shall be made solely in the exercise of FCRTA's sole discretion. FCRTA expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses, or other moneys due Fresno County Rural Transit Agency.

FCRTA reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to FCRTA, the proposer consents to such an inquiry and agrees to make available to FCRTA such books and records as FCRTA deems necessary to conduct the inquiry.

Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

- A. Proposer is an independent contractor, not an employee, agent, or officer of the FCRTA.
- B. If awarded, contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

- C. Should proposer be awarded contract, CONTRACTOR shall not assign contract, or any part thereof, or any moneys due, or to become due thereunder without the prior express written authorization and consent from FCRTA.
- D. Proposer shall hold FCRTA harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished, or used in connection with the contract.
- E. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the Proposer to any officer, representative, elected official or employee of FCRTA with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, FCRTA shall have the right to terminate the contract, either in whole or in part. The rights and remedies of FCRTA provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.
- F. Proposer warrants that no contact (that could be construed, by any party to the process, as lobbying) with officials has been attempted, that could lobby officials and impact the award of this contract.

PROPOSAL PRICING GUIDELINES

CONTRACTOR shall provide proposed fees and cost information broken out by contract year as a part of this Request for Proposals using the FCRTA-Provided Cost Evaluation format included here as Proposed Budget Forms 1.1 through 1.5, and Proposed Budget Form Instructions Form 1.0. Fee schedules submitted in response to this Request for Proposals shall be no higher than the Proposer's standard commercial rates for same services. The FCRTA Selection Committee will be evaluating cost proposals based upon the entire term of the contract. Fees submitted may be used as a basis of negotiation with the successful CONTRACTOR.

TERMINATION OF CONTRACT

The nature of this contract requires that FCRTA and the CONTRACTOR must work closely as a mutually supporting team without conflict. FCRTA shall retain the right to terminate this agreement at any time FCRTA believes this working relationship has been impaired, or should FCRTA no longer have complete confidence and satisfaction in the quality and performance of services by the CONTRACTOR. Therefore:

This contract may be terminated for convenience, without cause by FCRTA, in whole or in part, by giving the CONTRACTOR ninety (90) days written notice of the intent to terminate whenever the FCRTA determines that termination is in the best interest of the FCRTA. Should the contract be terminated for convenience, the CONTRACTOR shall be paid for all authorized services provided, including reasonable charges for demobilization. However, the CONTRACTOR shall not be paid any anticipated profit or fees for services not provided.

If the CONTRACTOR fails to provide services or perform satisfactorily the work required by the terms and conditions of the contract, including data reporting responsibilities, or materially

breaches any of its obligations under this agreement FCRTA may terminate the contract, in whole or in part.

Any assignment, subletting, or transfer of the interest of the CONTRACTOR, without prior written authorization from FCRTA, either in whole or in part, shall be cause for FCRTA to immediately terminate the agreement for default.

FCRTA in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR thirty days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

After receipt of a notice of termination, except as otherwise directed, the CONTRACTOR shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders for services, except as necessary for completion of such portion of the services not terminated; and settle all outstanding liabilities and claims.

PROTESTS

A copy of Fresno County Rural Transit Agency's written protest procedures may be requested by contacting:

Gilbert Garza
Fresno County Rural Transit Agency
Senior Transit Planner
2035 Tulare Street, Suite 201
Fresno, CA 93721

RIGHT TO REQUIRE PERFORMANCE

The failure of FCRTA at any time to require performance by the CONTRACTOR of any provisions hereof shall in no way affect the right of FCRTA thereafter to enforce the same. Nor shall waiver by FCRTA of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

OMISSIONS

The CONTRACTOR shall be responsible for providing all services, equipment, and functions which are necessary for the safe, reliable, efficient and well-managed operation of either or both fixed-route and paratransit systems for people with disabilities in compliance with the Americans with Disabilities Act, within the general parameters described in this RFP, consistent with established industry practices, regardless of whether those services, equipment, and functions are specifically mentioned in this RFP or not.

ETHICS IN PUBLIC CONTRACTING

Each offeror, by submitting a Proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a Proposal, the

offeror certifies that its Proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other offeror in connection with the offer; and that it has not conferred on any public employee, public member, or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The offeror further certifies that no relationship exists between itself and FCRTA or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with FCRTA.

Prior to the award of any contract, the potential CONTRACTOR may be required to certify in writing that no relationship exists between the CONTRACTOR and any FCRTA employee, officer, official, or agent that interferes with fair competition or is a conflict of interest with respect to a contract with FCRTA.

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that an offeror has interest in more than one Proposal for the work solicited may result in rejection of all Proposals in which the offeror is believed to have an interest.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, CONTRACTOR agrees to the following:

CONTRACTOR shall comply with all the requirements, where applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Fresno, and Fresno County Rural Transit Agency laws and ordinances related to employment practices.

CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a *bona fide* occupational qualification reasonably necessary for the normal operations of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

CONTRACTOR, in all solicitations or advertisements for employees, placed by, or on behalf of the CONTRACTOR, shall state that CONTRACTOR is an Equal Opportunity Employer.

INCURRING COSTS

Fresno County Rural Transit Agency is not liable for any cost incurred by proposers in responding to this Request for Proposals.

TENTATIVE SELECTION SCHEDULE

- | | | |
|----|--------------------------|---|
| A. | April 10, 2018 | RFP issued |
| B. | April 19, 2018 | Site Visit & Pre-Proposal Conference
Pre-Proposal Conference – 9:30 a.m.
Optional but encouraged – Includes Facility Tour |
| C. | April 20, 2018 | Last day for submission of questions |
| D. | April 25, 2018 | Issuance of addenda, if any |
| E. | May 1, 2018 | Proposal submittal due date and time
5:00 p.m. California time |
| F. | May 17, 2018 | Proposer presentations, if required |
| G. | May 31, 2018 | FCRTA Board of Directors awards contract |
| H. | July 1 or August 1, 2018 | Commence service/Contract Begins |

1.0 PROJECT OVERVIEW

1.1 Introduction

Fresno County Rural Transit Agency, a joint powers authority, currently provides the following public transit services under various brands/monikers:

Auberry Transit
Coalinga Transit – Optional Bid Service
Coalinga Intercity Transit – Optional Bid Service
Del-Rey Transit
Firebaugh Transit
Firebaugh-Mendota Transit
Fowler Transit
Huron Transit
Huron Intercity Transit
Kerman Transit – Optional Bid Service
Kingsburg Transit
Kingsburg – Reedley College Transit
Mendota Transit
Orange Cove Transit
Orange Cove Intercity Transit
Parlier Transit
Reedley Transit – Optional Bid Service
Rural Transit
Sanger Transit
Sanger – Reedley College Transit
San Joaquin Transit
Selma Transit
Shuttle Transit
Southeast Transit
Westside Transit

Fixed-Route. Many of the individually-branded service listed above feature fixed-route services and all are managed by Fresno County Rural Transit Agency. More information on each individual service is contained later in this document in the informational power point APPENDIX D.

Demand Response Service (Intra-City Service). Many of the individually-branded services listed above provide some type of curb-to-curb demand-response services operating within different service areas in Fresno County. More information on each individual service is contained in the informational power point APPENDIX D.

1.1.1 Term of Contract

The successful Proposer will complete all applicable training requirements during the month of June 2018, commence operations on or after July 1, 2018 and

operate and maintain the service for a three-year period ending on June 30, 2021. The contract may be extended unilaterally for up to four additional years, in one-year increments, subject to Fresno County Rural Transit Agency Board approval. The cost proposal for all option years must be submitted as part of the price proposal and will be considered in the evaluation process.

1.1.2 Funding Availability

Any contract resulting from this RFP will be financed primarily with funds available under the California Transportation Development Act (TDA). The contract for this service is contingent upon the receipt of these and other state and local transit funds. In the event that funding from these sources is eliminated or decreased, FCRTA reserves the right to terminate any contract or modify it accordingly, including but not limited to service reductions.

This project is financed in part by funds from the Federal Transit Administration (FTA), including FTA Section 5311 Rural Transit funds. Accordingly, Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

The FTA Certification Forms are hereby included as Attachment 4A-E. **CONTRACTOR is required to complete the forms as part of the proposal.**

1.2 General Instructions

1.2.1 Competitive Selection

This procurement shall comply with all applicable Fresno County Rural Transit Agency Procurement Policies and Procedures. The successful CONTRACTOR shall be selected by the Board of Directors of Fresno County Rural Transit Agency based upon the recommendation of the Selection Committee. The Selection Committee may be made up of various community members and/or agency representatives, and FCRTA staff and/or any FCRTA consultants or advisors selected by FCRTA to provide advice and/or evaluation of proposals. Members of this team will assess the responses to the RFP and participate in any interviews that may be conducted with selected Proposers.

Evaluation factors outlined in Paragraph 1.2.2 below shall be applied to all eligible responsible and responsive proposers in comparing proposals and selecting the successful proposal.

The incumbent operations and maintenance contractor is Fresno Economic Opportunities Commission (FEOC). Most Fresno Economic Opportunity Commission employees are unionized (Amalgamated Transit Union (ATU) Local 1027) and are working under an existing Collective Bargaining Agreement (CBA), ratified in January 2017 covering the time period January 1, 2017 to April 30, 2018. CONTRACTOR shall assume that a new CBA will need to be negotiated with the ATU by June 30, 2018.

All proposals must provide all employees with wages and benefits equal to, or greater than currently received. (see ATTACHMENT 7)

A proposer may be selected solely based upon the content of proposals received. Therefore, proposals should be submitted on the most favorable terms.

1.2.2 Selection and Evaluation Factors

Each proposal will be evaluated and ranked by FCRTA's Selection Committee. Evaluation factors to be considered, and the corresponding weight for each, shall be as follows:

Ability of CONTRACTOR to perform and experience or history with similar and/or nearby transit contracts (35%)

Experience & qualifications of the assigned local and regional personnel. (includes wages & benefits for local assigned staff) (35%)

Price proposal (this includes all information submitted on Forms 1.1 to 1.3).(25%)

Experience with integration of innovative technologies (including Synchromatics EZ Rides dispatching software, and other hardware/technologies proposed for project) (5%)

The Selection Committee, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer(s).

1.2.3 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, including those involving paratransit services 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. FCRTA 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.

Prior to the release of the request for proposals/bids, incumbent contractor and its subcontractor(s) shall provide to FCRTA (to provide to all bona fide bidders) the name, address, date of hire, wage, benefit level and job classification of each employee employed at the locations covered by the incumbent contractor's contract.

In order to facilitate the provisions of the law, FCRTA 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 FCRTA, Contractor and its subcontractor(s) must provide such lists to FCRTA within 10 days of such request. FCRTA has the ability to request such lists throughout the term of the Agreement.

Contractor shall be responsible for defending, and shall hold FCRTA 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 shall be deemed an allowable cost payable to Contractor or claim or liability for which Contractor is entitled to indemnification or reimbursement from FCRTA. Contractor shall 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 before the end of the Agreement, Contractor and its subcontractor(s) will be required to provide FCRTA a list of employees working at FCRTA location(s). This list of employees shall indicate the length of service of each employee, their job title and description, and their current salary and benefits offered and accepted. This information may be distributed by FCRTA to future Proposers for a new contract that will commence whenever the current contract term ends. Contractor and its subcontractor(s) must provide updates on a

quarterly 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 the identity of the new contractor.

1.2.3.1 Compliance with Federal Transit Employee Protections

CONTRACTOR agrees to comply with applicable Federal Transit Employee Protection requirements as follows (Section 13©). CONTRACTOR shall comply with Federal Transit Employee Protections as detailed in 49 U.S.C. 5311 and Federal Department of Labor guidelines in 29 C.F.R. Part 215. See 1.2.5 below.

Proposer shall describe in its proposal its hiring policies and procedures, including its approach and philosophy to minimize employee turnover and to maintain a stable work force.

1.2.4. Proposal Acceptance Period

All proposals must include a statement that proposals are valid for a minimal period of one-hundred twenty (120) days subsequent to the submission deadline.

1.2.5 Compliance with Section 13(c) of Federal Transit Law (49 U.S.C. 5333.)

Proposers are hereby notified that FCRTA receives federal mass transit funds, and that, under Section 13(c) of the Federal Transit Act (49 U.S.C. section 5333(b)), it must protect covered mass transit employees affected by any "project" that FCRTA initiates that uses the federal mass transit money. For covered employees, this includes: (a) continuing their collective bargaining rights; (b) protecting them against a worsening of their employment conditions (including reductions in wages and benefits); (c) providing priority of reemployment if the employee is laid off or his job is eliminated; and (d) providing paid training.

No provision of the Contractor's Agreement will require Contractor to dismiss or displace any employee or to rearrange the workforce covered by any Section 13(c) agreement as a result of any "project" as defined by the Section 13(c) agreements to which Contractor hereby agrees to be bound. The section 13(c) agreement requires FCRTA to preserve and continue existing collective bargaining agreements, subject to any negotiated changes, and to staff positions for the operation of service in compliance with the 13(c) agreements. Contractor will be responsible for defending, and shall hold FCRTA harmless from, any claims or controversies alleging any violation or breach of the Section 13(c) agreement (including alleged worsening of their employment conditions), whether made by Contractor's own employees, the employees of its subcontractors, employees of any former contractor of FCRTA, or any other employees that

allege to have been affected by the project, arising from or related to any organization or reorganization of workforce or any modification of the terms and conditions of employment of employees hired to operate the service on the effective date of the Agreement or as a result of any increases or reductions in the level of those services thereafter.

Notwithstanding any other provision of the Agreement, no cost or liability for which Contractor is responsible under this paragraph shall be deemed an allowable cost payable to Contractor or a claim or liability for which Contractor is entitled to indemnification by FCRTA.

1.2.6 Contract Incorporation

Proposer should be aware that the contents of this RFP, plus the successful proposal, the "FTA Grant Contract Provisions" (included here as ATTACHMENT 1) as well as Fresno County Rural Transit Agency's "Professional Service Agreement" (included here as ATTACHMENT 2) shall become a part of the subsequent contractual documents. The terms and conditions defined in this RFP are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of FCRTA. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award. Any damages accruing to FCRTA as a result of a proposer's failure or refusal to execute a contract with FCRTA, if awarded the contract, may be recovered from the CONTRACTOR.

1.2.7 Negotiations

FCRTA reserves the right to negotiate all elements which comprise the proposal. FCRTA reserves the right to award all, none, or any portion of the services included in this RFP to a single or multiple bidders as a result of this solicitation.

1.3 Proposal Format

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit a complete proposal in the required format shall be considered non-responsive. Prefacing the proposal, the proposer shall provide an Executive Summary giving in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- Provide a Cover Letter that identifies the firm, address, phone number and contact person of the firm. The Cover Letter should also include acknowledgement of all Addenda (Form 1.4 is provided for this purpose.).
- Submit a signed Certificate of Understanding (Form 1.5) acknowledging the understanding that FCRTA may award all, none, or partial elements of its services as a result of this solicitation and thus requires pricing for all elements in order to evaluate all options.

- Provide a statement that the proposal is valid for a minimum period of one-hundred twenty (120) days subsequent to the RFP closing date.
- Provide all information requested in sections 1.3.1 and 1.3.2 below.
- Provide proof of required insurance either in the form of a Certificate of Insurance(s) or in the form of a commitment letter from an insurance company or licensed insurance agent.
- Complete and submit, along with proposal, the appropriate Certification forms including, but not limited to, Attachment 4A: Certification of Restrictions on Lobbying; Attachment 4B: Certification Regarding Financial Contributions; Attachment 4C: Clean Air-Clean Water Certification Certification; Attachment 4D: Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion; Attachment 4E: Disclosure of Lobbying Activities Standard Form LLL.
- ATTACHMENT 3, “Schedule of DBE” – Use Caltrans requirements
- Submit detailed fee schedules and proposal costs using the FCRTA-Provided forms included here as PROPOSED BUDGET COST FORMS 1.1 to 1.5 – Fresno County Rural Transit Agency Proposed Budget Forms.
- Appendix C is the current collective bargaining agreement.
- Execute and submit acknowledgment of any amendments pursuant to this RFP.

1.3.1 Ability to Perform and Meet Requirements of the RFP

The proposer shall provide sufficient information to enable the selection committee to evaluate the proposer’s ability to perform and meet the requirements of this RFP.

Such information shall include, but not be limited to, the following:

- Describe your industry experience providing public transportation contract services similar to Fresno County Rural Transit Agency.
- Describe your approach, capacity, and management philosophy for system operation.
- Describe your hiring/screening procedures for the selection of professional bus operators. Describe your professional bus operator’s classroom and behind-the-wheel training and support personnel training programs. Describe your on-going safety program.
- FCRTA requires fluency in Spanish and English from at least one CONTRACTOR personnel who greet the riding public (dispatch/office staff) and basic knowledge of conversational, transportation related Spanish for bus operators. CONTRACTOR is to develop a basic Transportation Spanish course to be taught to all positions that greet the riding public (see above) and provide a training schedule that leads to overall improved relations with Fresno County Rural Transit Agency’s Spanish speaking riders.
- The incumbent CONTRACTOR reports the following staffing levels in operations dedicated to the FCRTA contract: (.32 FTE) Transit Systems

Director, (1 FTE) Maintenance Manager, (1.2 FTE) Transit Systems Supervisor III, (.8 FTE) Transit Systems Supervisor I, (.32 FTE Transit Operations and Financial Supervisor (.3 FTE Dispatch Supervisor, and (1.5 FTE) Account Clerk. FCRTA requires CONTRACTOR be staffed adequately to handle approximately 900-1200 telephone calls per weekday. Please discuss your approach and planned staffing level to ensure FCRTA's customer service goals are met. If any variation on the current staffing level is proposed, which FCRTA encourages, please include details and costs.

- Describe your daily service supervisory and dispatch operation. How will communication flow in this area? Describe your approach to fully integrate the FCRTA's Synchronatics EZ Rides operations dispatching software system into daily operations. Provide examples of how information based on events in the field (operations and/or maintenance) is communicated to stakeholders (FCRTA, drivers, riders, shop), acted upon, and finalized in performance reports.
- Provide methodology for reporting daily, weekly, and monthly route level data, including boardings by route, by fare type, and productivity by route.
- Provide *detailed maintenance strategy information* and anticipated daily functions of all central maintenance facility shop personnel. The 13 municipal yards are utilized for bus storage and fueling only, all maintenance is centralized at a CONTRACTOR-provided facility in the service area. FCRTA is in process of developing a central operations and maintenance facility for future CONTRACTOR use. It is anticipated that the FCRTA facility will be provided to the CONTRACTOR at some point during the term of this agreement.
- Provide detail on how the Road Supervisor positions will be staffed and deployed, and how their time will be divided among various daily duties. Describe how proposer will utilize the Road Supervisors to assist operations, train operators, etc. FCRTA requires at least one Road Supervisor be present during all hours of operations.
- Describe your proposed method of fare collection, including security, accounting, and cash handling procedures. Historically, Fresno County Rural Transit Agency has required the CONTRACTOR to secure, reconcile, and prepare deposits of fares directly into a CONTRACTOR account and then reimburse or credit FCRTA for fares collections. This requirement will continue to apply to CONTRACTOR throughout the term of the proposed contract. Describe your procedures and personnel in this phase of the work.
- The incumbent CONTRACTOR reports the following positions in maintenance: Transit Mechanic I, II, and III, CNG Mechanic, Automotive Technician, Detailed Lead, Detailer, and Shuttle Driver. Bargained wages for each position by years of seniority are included in Appendix C, January 2017 Collective Bargaining Agreement. These positions are represented by the ATU and covered by the Collective Bargaining Agreement (CBA), see

APPENDIX C. The incumbent CONTRACTOR Seniority List is included herein as Attachment 7.

- Describe your firm's approach to Maintenance – including professional development of maintenance staff, and meeting the challenges of providing a central facility from which to operate and maintain the FCRTA fleet and support the 13 different remote locations where buses are stored in the evenings and fueled.
- Describe your Maintenance team's experience with CNG (Compressed Natural Gas) and Electric Buses, air brakes (DOT certification), and other desired experience, including familiarity and training on wheelchair lifts and ramps and AVL/CAD transit IT systems such as Synchronatics.
- Considering current Fresno County Rural Transit Agency Transit fleet size and composition, service days and hours, develop a staffing strategy to optimize maintenance shop coverage with a goal of reduced towing of vehicles and reduced service interruptions and road calls.
- Describe your approach to labor relations. Fresno County Rural Transit Agency operations and maintenance employees (excluding non-represented employees, see Attachment 7 for list from incumbent contractor) are represented by Amalgamated Transportation Union (ATU) Local #1027. The Collective Bargaining Agreement (CBA) covering 1+ years was ratified in January, 2017 and covers the term January 1, 2017 to April 30, 2018. See Appendix C.
- What procedures do you propose to ensure that FCRTA staff is kept constantly informed of project developments? How will you fully integrate the Synchronatics EZ Rides system to improve daily operations monitoring? Will the CONTRACTOR be providing any additional technological tools or systems to help improve the service (beyond using the FCRTA-owned Synchronatics dispatching software system)?
- Describe procedures to be taken to ensure adequate driver staffing, including a recruitment and retention plan, and a sign-on bonus plan. Fresno County Rural Transit Agency Transit operates in a region with several other higher-paying transit agencies nearby that challenges staffing. Describe other retention strategies, such as team building events, that will help make Fresno County Rural Transit Agency a fun place to work.
- Describe how proposer will provide mobility for drivers shuttling between the central contractor-provided operations and/or maintenance facility and the locations where buses enter revenue service and other on-street relief locations as well as the 13 dispersed remote fueling/storage facilities. FCRTA will NOT pay for costs of providing driver lunches and on-street reliefs.

This RFP requires that a fully detailed transportation services Transition and Implementation Plan be included with each proposal. This plan shall address, at a minimum, the activities and procedures and timetable that will be followed to ensure

the smooth transition and start-up of the service to be operated by the CONTRACTOR. The plan should also document recruitment and training schedules, start-up plan, acquisition of necessary equipment, permits, licenses and any other activities necessary to implement a successful transit service program.

1.3.2 Experience and Qualifications of the Firm and Personnel

Provide a brief description of your firm's operation, including its organizational structure and management of project.

Identify by name (if available) and title all key proposed non-driving staff. Identify if position will be full or part-time and where individual will be located. For each position named, provide the following:

- Resume (of individuals identified in the proposal)
- Qualifications
- Training, including accreditation
- Any other information deemed relevant

Identify by title, scope of duties, and provide proposed staffing hours and wage levels for the entire proposed staff to be dedicated to Fresno County Rural Transit Agency contract. Please provide in an organizational chart format or similar, showing chain of command and scope of duties. The staffing plan and wages and benefits will be a significant consideration in the evaluation of each proposal.

Describe in detail the firm's experience in providing contracted fixed-route services and ADA and/or general public paratransit services. List your firm's existing contracts for projects similar to that proposed by FRESNO COUNTY RURAL TRANSIT AGENCY, prioritizing other public transit contracts in the region. For each listing, provide the following:

- Name of the transit agency
- Name of contact person, title, and phone number
- Term of contract
- Number of vehicles
- Number of annual revenue hours
- Annual ridership
- Contract amount

1.3.3 Reasonableness of the Price Proposal

FCRTA requires firm fixed prices per revenue hours for operations and per service hour for maintenance (define in definitions). are requested for the term of the Contract and each potential one-year extensions.

Proposers must present proposal pricing for all services even though FCRTA may choose to obtain those services from a partner agency or other method. No partial service proposals will be considered (a proposer may NOT submit a proposal to

operate only the core subsystems only, for example). FCRTA desires proposals that maximize economies of scale.

All Proposals

CONTRACTOR is to submit a FIRM FIXED PRICE PER REVENUE HOUR FOR OPERATIONS (CORE SUBSYSTEMS GROUP), AND PER SERVICE HOUR FOR MAINTENANCE. FCRTA does NOT pay for CONTRACTOR deadhead time. Comprehensive pricing for each subsystem group shall be listed on Proposal Forms 1.1-1.5.

FCRTA is bidding four elements. Proposers must complete separate pricing for all four (Forms 1.2-1.5), even if bidding on all services (Form 1.1). This is required so that FCRTA can award all elements or just certain elements to entities.

- 1) Operations (only) for the “core” FCRTA inter-city service group (consisting of all subsystems EXCEPT Coalinga Transit, Kerman Transit, and Reedley Transit) This is to be bid with a firm rate per revenue hour covering all costs.
- 2) Operations (only) for the “core” FCRTA intra-city service group (consisting of all subsystems EXCEPT Coalinga Transit, Kerman Transit, and Reedley Transit) This is to be bid with a firm rate per revenue hour covering all costs.
- 3) Maintenance for both of the above (inter and intra-city) “core” FCRTA service groups (consisting of all subsystems EXCEPT Coalinga Transit, Kerman Transit, and Reedley Transit). This is to be bid per the instructions on Proposed Budget (bid) Form 1.4 with a firm rate per service hour covering each maintenance element, incl. parts.
- 4) Operations and maintenance for ‘Optional’ subsystems of Coalinga Transit, Kerman Transit, and Reedley Transit. These subsystems are currently being provided “in-house” by the municipalities but there is consideration of FCRTA providing the service as part of the larger overall “core” subsystems. These optional prices are required of all proposers, although FCRTA retains the right NOT to include these services in the agreement resulting from this procurement.

The combined cumulative pricing for all services will be the total bid cost (per revenue or service hour) and shall be used to compare proposals under the cost element of the scoring criteria. Bids should be constructed so that FCRTA may choose which services (if any) to obtain elsewhere and remove from the contract resulting from this RFP and maintain CONTRACTOR pricing for all remaining services as bid in Proposed Budget Cost Forms 1.1-1.5. The firm fixed-rate per hour shall remain unchanged during each Fiscal Year of the agreement.

The cost of insurance should be identified separately as an option. FCRTA currently provides insurance to the contractor, see above. FCRTA **pays for all fuel for revenue vehicles. Proposals shall include in hourly rate all expenses for the CONTRACTOR less insurance, fuel, and maintenance.**

CONTRACTOR is responsible for monthly invoicing/billing to FCRTA for services rendered subject to varying hourly rate to FCRTA.

Proposers shall justify their pricing by submitting their overall costs and staffing plan using the FCRTA-provided PROPOSAL FORMS 1.1 to 1.5.

2.0 SCOPE OF SERVICES

2.1 Service Description

FCRTA has 18 transit subsystems available to those within cities of Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, and Selma. Many unincorporated rural communities are also served, including: Alder Springs, Auberry, Burrough Valley, Cantua Creek, Caruthers, Del Rey, Dunlap, Easton, El Porvenir, Five Points, Friant, Halfway, Jose Basin, Lanare, Laton, Marshall Station, Meadow Lakes, Mile High, Miramonte, New Auberry, O’Neills, Pinehurst, Prather, Raisin FCRTA, Riverdale, Squaw Valley, Sycamore, Three Rocks, Tollhouse, Tranquillity, and the American Indian Rancherias of Big Sandy, Cold Springs and Table Mountain. Limited service to neighboring communities include Avenal, Grangeville, Hanford and Hardwick in Kings County.

FCRTA “core” Inter-FCRTA Transit and Intra-FCRTA Transit subsystems:

Auberry Transit – 1-800-325-7433 – Call for reservations. Local service between foothill communities and the Indian Rancherias of Big Sandy and Cold Springs, 8 am – 3 pm, Mon. – Fri. Intercity services to the Fresno-Clovis Area, 8 am - 5 pm on Tuesdays. Annual Revenue Hours FY 16-17: 2126

Coalinga Transit – 559-935-1511 – Call for reservations. Local in-city service Mon. – Fri. 8:30 am – 4:15 pm. No service on 12 holidays. Annual Revenue Hours FY 16-17: see Appendix F info powerpoint - *Separate Bid Item*

Coalinga Transit Intercity Service – 559-935-1511 – Service to the Fresno-Clovis Area, Mon. – Sat. 8 am – 5:45 pm. No service on 12 holidays. Annual Revenue Hours FY 16-17: see Appendix F info powerpoint - *Separate Bid Item*

Del Rey Transit – 1-800-325-7433 – Call for reservations. Local in-FCRTA service from 8 am – 5 pm, Mon. – Fri. Annual Revenue Hours FY 16-17: 1736

Firebaugh Transit – 1-800-325-7433 - Call for reservations. Local in-FCRTA service from 7 am – 5:30 pm, Mon. – Fri. Annual Revenue Hours FY 16-17: 2232

Firebaugh-Mendota Transit – 1-800-325-7433 – Call for reservations. Service between Firebaugh and Mendota, 7 am – 5:30 pm, Mon. – Fri. Annual Revenue Hours FY 16-17: 2418

Fowler Transit – 1-800-325-7433 – Call for reservations. Local in-FCRTA service from 7 am – 5:30 pm, Mon. – Fri. Annual Revenue Hours FY 16-17: 1984

Huron Transit – 1-800-325-7433 – Call for reservations. Local in-FCRTA service from 7 am – 6 pm, Mon. – Fri. Huron InterFCRTA Transit – 1-800-325-7433-Call for reservations if possible, but not required. Service between Coalinga and Huron, 9 am – 5 pm, Mon. – Fri. Annual Revenue Hours FY 16-17: 6138

Kerman Transit – 559-846-7914 – Call for reservations. Local in-FCRTA service from 7 am – 4 pm, Mon.-Fri. Annual Revenue Hours FY 16-17: see Appendix F info powerpoint ***Separate Bid Item***

Kingsburg Transit – 1-800-325-7433 – Call for reservations. Local in-FCRTA service from 7 am – 5:30 pm, Mon.-Fri., 8 am – 5 pm on Sat. Annual Revenue Hours FY 16-17: 6678

Mendota Transit – 1-800-325-7433 – Call for reservations. Local in-FCRTA service provided from 7 am – 5:30 pm, Mon. – Fri. Annual Revenue Hours FY 16-17: 1984

Orange Cove Transit – 1-800-325-7433 – Call for reservations. Local in-FCRTA service provided from 7 am – 5:30 pm, Mon. – Fri. Annual Revenue Hours FY 16-17: 1984

Orange Cove Intercity Transit – 1-800-325-7433 – Call for reservation if possible, but not required. Service between Orange Cove, Reedley, Parlier, Sanger & Fresno, 7 am – 5:28 pm on a fixed route, Mon. – Fri. Annual Revenue Hours FY 16-17: 2542

Parlier Transit – 1-800-325-7433 – Call for reservations. Local in-FCRTA service provided from 7 am – 4 pm, Mon. – Fri. Annual Revenue Hours FY 16-17: 1984

Reedley Transit – 559-637-4202 – Call for reservations. Local in-FCRTA service provided from 7 am – 5:30 pm, Mon. – Fri., and 8 am – 5 pm on Sat. Annual Revenue Hours FY 16-17: see Appendix F info powerpoint ***Separate Bid Item***

Sanger Transit – 1-800-325-7433 – Call for reservations. Local in-FCRTA service provided from 7 am – 5:30 pm, Mon. – Fri., and 8 am-5 pm on Sat. Annual Revenue Hours FY 16-17: 8352

Sanger Express (to Reedley) – 1-800-325-7433 – Service from Sanger Community Center to Reedley College provided from 6:45 am – 4:05 pm, Mon. – Fri. Annual Revenue Hours FY 16-17: 2294

San Joaquin Transit – 1-800-325-7433 – Call for reservation if possible, but not required. Service from San Joaquin to Tranquility, Cantua Creek, Halfway, El Porvenir and Three Rocks provided from 6:30 am – 5:30 pm, Mon. – Fri. Annual Revenue Hours FY 16-17: 1984

Selma Transit – 1-800-325-7433 -- Call for reservations. Local in-FCRTA service provided from 7 am – 5:30 pm, Mon. – Fri., and 8 am – 5 pm on Sat. Annual Revenue Hours FY 16-17: 8352

Southeast Transit – 1-800-325-7433 – Call for reservation but not required. Service from Kingsburg to Selma, Fowler and Fresno between 7 am – 5:30 pm, Mon. – Fri. Annual Revenue Hours FY 16-17: 2170

Westside Transit – 1-800-325-7433 – Call for reservation if possible, but not required. Service from Firebaugh to Mendota, Kerman and Fresno between 7 am – 5:30 pm, Mon. – Fri. Annual Revenue Hours FY 16-17: 2294

Shuttle Transit (Fresno Employer Shuttle) Annual Revenue Hours FY 16-17: 509

For the sake of the CUMULATIVE HOURS FORECAST for this contract, CONTRACTORS should assume the Fiscal Year 2016-17 fixed route and demand-response service levels for a BASELINE “CORE” ANNUAL FIXED ROUTE HOUR TOTAL of 73,897 plus Separate Annual Revenue Hour totals for the three services listed above requiring separate cost bids (Coalinga, Kerman, and Reedley).

For BASELINE MAINTENANCE SERVICE HOURS, use FY 16-17 total 14,108

2.1.1 Fleet

Fleet

FCRTA provides a variety of bus types in its fixed-route, and demand-response fleets subdivided by subsystems. FCRTA provides all revenue vehicles required by CONTRACTOR for the service provided under this contract. See Appendix B for information on quantity, manufacturer, type, and operator. All buses are wheelchair accessible and operate on CNG, gasoline, or electric engines **The CONTRACTOR pays for all parts** with no markup (exact price). FCRTA provides the fuel for FCRTA revenue vehicles. Fuel is obtained at the 13 various municipal yards (FCRTA) partner fueling and bus storage facilities or at local gas stations using FCRTA-provided fuel cards.

The CONTRACTOR must obtain and keep current all required licenses and permits to operate in the Fresno County Rural Transit Agency (FCRTA) service area within the scope of this contract service.

2.1.2 Service Area

Fresno County Rural Transit Agency service to be covered by this contract covers the rural portions of the 6011 square miles of Fresno County and neighboring Counties and operates six days per week (there is no Sunday Service).

In Fiscal Year 2016-17, Fresno County Rural Transit Agency Transit combined subservices operated approximately 995,829 revenue miles and 75,449 revenue hours. This includes services from all (24) subsystems. An additional 163,028 revenue miles and 14,378 revenue hours were performed by the three “in-house” municipal services (**Coalinga, Kerman, and Reedley**) **that are being included in this RFP as potential services that must be bid separately.**

2.1.3 Adjustment to Service

Except as otherwise stated specifically in this RFP, Fresno County Rural Transit Agency reserves the right to adjust service at any time. Modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing revenue hours and/or miles.

In the event that actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected base annual revenue hours (see 2.1.6 section “d”), the CONTRACTOR or Fresno County Rural Transit Agency reserves the right to negotiate a revised unit cost per revenue hour.

2.1.4 Service Hours

Service hours vary by subservice, most are M-F with limited Saturday services:

Monday – Friday	6:30 a.m. – 6:00pm (subject to change, based on new services or expansion of services)
Saturdays	8:00 a.m. – 5:00pm
Sundays	none

CONTRACTOR will be expected to provide dispatch service on-site during all hours stated above plus additional time prior to and subsequent of revenue service to assure all runs are covered by qualified drivers. Exact hours of operation are subject to change. CONTRACTOR shall submit a dispatch & supervision staffing plan as part of their proposal.

2.1.5 Holiday Schedule

Fresno County Rural Transit Agency reserves the right to operate modified schedules as it deems appropriate in conjunction with holidays or other extenuating situations, with one week’s notice to the CONTRACTOR. The modified schedules will in no way alter the Contract, nor will be considered an adjustment to service, nor will it result in compensation either to the CONTRACTOR or to FCRTA.

The following are NO SERVICE HOLIDAYS: (subject to annual FCRTA review)

- New Year's Day
- Martin Luther King, Jr. Birthday
- Presidents Day
- Caesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

2.1.6 Description of Service

- a. Fresno County Rural Transit Agency system consists of eighteen (18) subservices operating under various individual brand names (see above), primarily Monday through Friday with limited Saturday Services on some subsystems. The URL of Fresno County Rural Transit Agency Transit website is <http://ruraltransit.org/> Peak pullout requirements are in the am and pm peak hours and reach 27 buses, leaving a combined spare ratio of 50% during peak operating hours.

On Saturdays, service is only provided for the following subsystems and generally 8am-5pm:

Coalinga Transit Intercity Service – *Separate Bid Item*

Kingsburg Transit

Reedley Transit – *Separate Bid Item*

Sanger Transit

Selma Transit

Please see Fresno County Rural Transit Agency Website at <http://ruraltransit.org> for full timetables.

- b. Fresno County Rural Transit Agency demand-response services are in compliance with all ADA paratransit service standards. Revenue service for demand-response begins with the first passenger pick-up on a bus and ends at the time the last passenger is dropped off, on a per vehicle billing basis. Revenue service does not include lunches. Deadhead from yard to first pick up, from last drop off to yard, and to and from lunches or breaks, is NOT paid by FCRTA. 24-hour advance reservations are required in “Rural Transit” areas, generally remote areas outside the various urbanized communities that have subsystems of FCRTA. Fresno

Employment Shuttle is for employment centers in Fresno (first/last mile) and also requires 24-hour advance trip reservations.

- c. The CONTRACTOR from time to time will be required to provide special event and marketing-related services. Special event services may vary from year to year. Special event and marketing event services shall be billed at no more than the normal bid fixed route revenue hour rate.
- d. Total estimated hours, and miles for these services are:

<u>Baseline Annual FY 16-17</u>	<u>Revenue Hours</u>	<u>Revenue Miles</u>
Core Operations Contract	75,449	995,829
Core Maintenance Hours	14,108	n/a
3 Separate Optional Systems	14,378	163,028
Maint. Hours (3 Separate Optional Systems)	1,763	

These figures form the BASELINE CONTRACT HOURS from which Adjustment of Service criteria (see above, Section 2.1.3) shall be indexed.

2.1.7 Schedules

The CONTRACTOR shall provide Fresno County Rural Transit Agency Transit services in a safe, courteous, reliable manner, and in accordance with trip schedules provided by FCRTA. FCRTA representatives shall from time to time ride in FCRTA-furnished, CONTRACTOR-operated vehicles, with or without prior notice to the CONTRACTOR, to ensure compliance with this Contract. FCRTA staff consistently monitor the service remotely using the Synchronatics EZ Rides AVL/CAD system. Current schedules can be found here at <http://ruraltransit.org>

2.1.8 Fares

FCRTA establishes Fresno County Rural Transit Agency's fare structure and array of fare media. Fresno County Rural Transit Agency Transit currently features varying fare structures depending on the subsystem. More information on fares by subsystem is available on the website at <http://www.ruraltransit.org/route-services/>

2.2 Drivers

2.2.1 Qualifications/Standards

The CONTRACTOR shall conduct an adequate background check on each Fresno County Rural Transit Agency contracted driver to ensure all drivers meet the following standards and are qualified to perform Fresno County Rural Transit Agency transportation services:

- All operators must be employees (full or part time) of the CONTRACTOR. The CONTRACTOR may not sub-contract with individuals to execute trip assignments.
- Continuous possession of a valid driver's license, a California DMV Transit Certificate, passenger endorsement, air brake endorsement (certain routes), VTT (fixed-route only) w/GPPV Certification and/or current possession of a Class A, or B license (fixed-route and demand-response).
- Not more than two moving violations in the past five years and no DWI/DUI convictions within the last seven years.
- Ability to read, write, and speak English. Spanish-speaking drivers are desired.
- Sensitivity to passenger's needs. Fresno County Rural Transit Agency Transit seeks drivers who are good with people and calm in the face of traffic and stressful conditions.
- No felony conviction history.
- Must pass Federal Drug and Alcohol Testing regulations. (See Appendix B)

2.2.2 Training

Fresno County Rural Transit Agency shall offer one training course at the start up of the contract for CONTRACTOR's trainers and supervisors to instruct them in Fresno County Rural Transit Agency unique policies and procedures. After the initial training course at contract start up, CONTRACTOR shall be responsible for all aspects of training, including the provision and payment for the required training.

CONTRACTOR must provide an orientation and training plan outlining how drivers with recent transit bus operating experience shall be trained in Fresno County Rural Transit Agency operations in order to ensure that these new, yet experienced drivers are trained to an equivalent level as the new trainee program required below.

All drivers without recent transit bus operations experience, hired by the CONTRACTOR must attend, at a minimum, the following training:

- A minimum of one-hundred ten (110) hours of training per driver, of which at least sixty (60) hours shall be behind the wheel of a vehicle, including at least (16) hours of Fresno County Rural Transit Agency Transit system & route training/cadeting. This training must be completed before a driver can enter unsupervised passenger revenue service.
- Within this required training period, CONTRACTOR shall instruct drivers in at least (3) three hours of disability awareness sensitivity training, which includes ADA regulations and procedures; a half hour (.5) of sexual harassment training; five (5) hours of passenger control/difficult passenger training; eight (8) hours of defensive driving training. FCRTA reserves the right to review all training materials, and monitor training sessions. The CONTRACTOR shall arrange and pay for this training.

- CONTRACTOR shall be required every year to ensure all operating personnel associated with this contract receive at least the required sixteen (16) hours of special Department of Motor Vehicles training and eight (8) hours of recurrent “transit certificate” training.
- The cost of driver's wages during all training shall be borne by the CONTRACTOR. Maximum class size shall be 10 operators.
- CONTRACTOR shall be required to ensure all operators and dispatch staff are aware of proper radio and direct customer communication practices required for polite customer assistance. FCRTA provides cell phones and Verizon tablet computers (paid for by FCRTA, including monthly airtime) which CONTRACTOR is required to use and protect every day.
- CONTRACTOR shall ensure all operators complete training prior to their operation of an in-service bus. The CONTRACTOR will also be responsible for providing remedial training for any driver who demonstrates a lack of appropriate skills.

Written documentation of all training, including new hires, recurrent, and retraining, shall be maintained by the CONTRACTOR and furnished to the FCRTA General Manager upon request.

All training programs shall be subject to FCRTA approval within a reasonable timeframe.

2.2.3 Uniform Specifications and Appearance Standards

a. Uniform Specifications

Fixed Route

The CONTRACTOR shall develop a dress code which will be subject to FCRTA approval. Such dress code will feature, at a minimum both shirt/blouse and slacks (standardized dress shorts permitted with FCRTA prior approval). Drivers shall wear name tags clearly displaying their names at all times while performing their duties. The CONTRACTOR shall provide an adequate supply of uniforms for drivers and maintenance staff. CONTRACTOR shall provide regular cleaning of maintenance uniforms and shop cloths. Uniforms shall clearly display the name of the Fresno County Rural Transit Agency Transit. Each driver shall have an accurate time piece available and in clear sight at all times during vehicle operations. It shall be the CONTRACTORS responsibility to create and include Fresno County Rural Transit Agency Transit patches on all driver uniform shirts and ensure they are displayed prominently while drivers perform their duties.

This code shall include shoes which shall be appropriate for the industry and equipment utilized.

Consideration for safety must be applied to all dress code components.

b. **Appearance Standards:**

General Appearance: At all times while on duty, drivers must be neat in appearance, clothing/uniform clean and pressed, hair clean and neatly cared for. No colognes or perfumes are allowed on drivers and office staff while performing duties.

2.2.4 Removal

Fresno County Rural Transit Agency may require the CONTRACTOR to immediately, pending investigation, remove any driver from Fresno County Rural Transit Agency service for any one of, but not necessarily limited to, the following:

- Committing unsafe or inappropriate acts while providing service.
- Revocation, suspension, or non-renewal of a valid California driver's License or Conviction of any felony criminal offense.
- Unacceptable customer service as reported by customers, other drivers, or directly observed by FCRTA staff or agents thereof.
- Operators not in the approved uniform.

2.3 Personnel

The CONTRACTOR shall furnish all operators, dispatchers, maintenance and support and other personnel necessary for providing the Fresno County Rural Transit Agency subsystem services, including all fixed route, paratransit, and maintenance services in accordance with this Contract.

Fresno County Rural Transit Agency Transit reserves the right to review the resumes of key management personnel assigned to this Contract. The CONTRACTOR's Designated Representative, shall meet weekly or as often as FCRTA requests with the FCRTA's General Manager or his/her designee.

As part of this proposal, CONTRACTORS shall include proposed driver and non-driver wage and benefit packages which will be offered to each employment classifications upon contract commencement. See Attachment 7 for current seniority list/wages and benefits of incumbent CONTRACTOR.

2.3.1 Required Management Personnel

The CONTRACTOR shall provide necessary managerial staff (as determined by CONTRACTOR and depicted in proposal), including road supervision, dedicated solely to this Contract. See Attachment 7 for current wages and benefits of incumbent CONTRACTORS. The CONTRACTOR shall provide one

management/road supervisor personnel on duty **at all times**, including prior to driver rollout to assure complete route coverage/schedule adherence. CONTRACTOR's proposal should clearly explain how and with what personnel customer service, managerial, and road supervision responsibilities will be accomplished at all times. FCRTA maintains the right of approval of any change in personnel at the General Manager level prior to any change. Should CONTRACTOR change General Manager (or equivalent) or Maintenance Manager without FCRTA approval, *FCRTA shall withhold \$1,000 of payments each week that the FCRTA is not provided with a FTE replacement for this position*, as liquidated damages from CONTRACTOR. Should CONTRACTOR change General Manager or Maintenance Manager with FCRTA approval, FCRTA shall withhold \$1,000 of payments each week that FCRTA is not provided with an FTE replacement for this position, as liquidated damages from CONTRACTOR. Unapproved changing of this position can be cause for termination of contract.

2.3.1.1. Resumes of Management

Please provide complete employment history and resume materials (if available) for all non-driver and non-dispatch personnel being proposed. These positions are critical to the success of the operation and significant scrutiny of the proposed managerial team is to be expected. FCRTA shall hold right of refusal over CONTRACTOR assignment of the managerial team positions.

2.3.2 Supervision

CONTRACTOR shall employ a minimum number of Road Supervisor equivalent positions to provide sufficient daily street supervision of contracted service including the monitoring of and assistance with schedule adherence, on-street operation, and on-route compliance. This supervision will include providing on-street schedule adherence support, conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., fare collection, schedule compliance, technical driving, and passenger relations), and field response to any and all events. Such supervision will also include responses to investigation of accidents and incidents. Fresno County Rural Transit Agency also reserves the right to provide similar investigations and adherence checks of its own with or without notice to ensure compliance with terms of the Contract. Road Supervisor(s) must be licensed to drive in revenue service. At times, the Road Supervisor will be expected to provide supervision in a revenue vehicle with the ability to carry passengers to aid on-route drivers in maintaining on time performance. **In the event that a Road Supervisor/Transit Supervisor or General Manager/Transit System Director drives as a substitute in scheduled revenue service these hours will be deducted by CONTRACTOR from the billed hours for the month.**

2.3.3 Dispatching: Radios & Telephone Systems

CONTRACTOR shall provide at least one person in the office, answering telephone calls and providing dispatch support at all times of operations.

FCRTA will provide radios on all revenue Fresno County Rural Transit Agency Transit fixed-route vehicles, and cell phones as needed for all vehicles. FCRTA will provide the phones and radio equipment, including base station and accessories. The CONTRACTOR will provide adequate dispatch and radio/phone monitoring personnel to enable effective driver/vehicle assignments and prompt responses to driver and/or vehicle problems which could impact Fresno County Rural Transit Agency service. The incumbent contractor owns the rights to the current 800 telephone number and a new CONTRACTOR will be required to provide equivalent toll-free customer service access. It is FCRTA's intent to provide needed office telephone equipment and office computing as part of the new operations and maintenance facility, but in the interim CONTRACTOR must provide the central facility for operations and maintenance and all office electronics/telephones.

The CONTRACTOR is required to provide a functional modern telephone and internet system with adequate phone lines for the provisions of FCRTA operations and customer service communications and internet bandwidth to support daily operations. Later, if and when FCRTA constructs and makes available to its CONTRACTOR a new FCRTA Operations and Maintenance Facility, FCRTA may choose to provide telephone and/or internet access and computers to CONTRACTOR for usage. In this case, like the leasing costs borne by the CONTRACTOR to secure a facility to operate FCRTA services from (initially **required**, see Section 2.5 below) once FCRTA nears the completion of the new FCRTA Operations and Maintenance Facility, FCRTA will negotiate a lowering of monthly costs commensurate with the amount CONTRACTOR is paying for the leasing of a facility from which to operate the service at the start of this contract or an amount agreeable to the FCRTA General Manager.

If and when FCRTA chooses to begin providing to CONTRACTOR the facility and communications equipment described above, CONTRACTOR shall support and maintain all FCRTA-provided phone, computing, and radio equipment.

2.3.4 Safety and Security

The CONTRACTOR shall take all-reasonable and necessary precautions to provide security for its own leased Operations and Maintenance Facility, and eventually FCRTA's new Operations and Maintenance Facility. This security effort will include protection of staff, and any equipment provided by FCRTA, as well as for records of Fresno County Rural Transit Agency operations. CONTRACTOR shall be responsible for safety and security of passengers during operations and CONTRACTOR's operational areas at all times. Shall FCRTA feature video surveillance at its new Operations and Maintenance Facility, FCRTA shall retain right to review video footage at any time and will share

access with CONTRACTOR management to enhance security. CONTRACTOR shall include specific procedures in the proposal, which define the safety and security program for Fresno County Rural Transit Agency service. Safety meetings shall be held with all employees at least once per month, and at least one (1) hour in duration (or every other month for 2 hours).

CONTRACTOR shall immediately report all hazardous conditions (e.g. trees, signs, slides, etc.) in the service area to FCRTA and any other appropriate authority and take necessary precautions to safeguard passengers, personnel and equipment.

CONTRACTOR shall not permit drivers to bear weapons of any type on CONTRACTOR, or FCRTA property, facilities, or vehicles while operating a vehicle under this contract.

2.3.5 Injury and Illness Prevention Plan

CONTRACTOR shall maintain and provide a copy of the firm's Injury and Illness Prevention Plan in compliance with Title 8 of the California Code of Regulation, Sec. 3203.

2.4 FCRTA-Furnished Equipment

2.4.1 Maintenance Shop Equipment

FCRTA owns and will provide to CONTRACTOR heavy-duty maintenance shop equipment adequate to furnish a two-bay bus maintenance shop, including mobile lifts and other critical shop equipment. FCRTA will issue an addendum to this RFP with a comprehensive list of FCRTA-provided shop equipment. FCRTA does NOT provide mechanic's hand tools.

2.4.2 Responsibilities of FCRTA-Provided Fleet

The CONTRACTOR shall be initially provided eighty-seven (87) lift or ramp-equipped transit buses for FCRTA subservices. FCRTA will make available an adequate number of vehicles to the CONTRACTOR to assure at least a twenty percent spare ratio. CONTRACTOR may utilize spare vehicles for official Fresno County Rural Transit Agency Transit driver training. See Appendix B for February 2018 Fresno County Rural Transit Agency Transit Fleet Roster.

The CONTRACTOR shall pay for all repairs on FCRTA revenue vehicles including all parts. Repairs are handled through the Maintenance Contract between FCRTA and the CONTRACTOR. Fresno County Rural Transit Agency reserves the right to add/subtract or substitute vehicles for those described above, should the requirement arise during the term of the Contract, and negotiate any appropriate Contract modifications with CONTRACTOR.

FCRTA does NOT provide CONTRACTOR with any non-revenue vehicles to conduct daily non-revenue service tasks. The exception to this is spare revenue vehicles (when available) may be used at any time for road supervision or driver

training purposes. CONTRACTOR shall be responsible for providing any non-revenue vehicles that may be desired for running of errands, field review of operations, shuttling of drivers, driver on-street reliefs, etc.

FCRTA will provide the fixed route CONTRACTOR a two-way radio system for each bus, including FCC frequency, 4 handhelds, and one (1) base station initially located at the CONTRACTOR's leased Operations and Maintenance Facility dispatch office. The radio equipment is to be available for normal dispatching as well as emergency situations (accidents, mechanical breakdowns, etc.), thereby enabling the CONTRACTOR to immediately dispatch substitute vehicles. CONTRACTOR assumes the responsibility of coordinating maintenance of the radio system. CONTRACTOR shall be responsible for maintenance (parts & replacement) costs of the system. CONTRACTOR shall be responsible for maintaining proper radio etiquette at all times to ensure that the FCRTA's FCC broadcasting license is protected.

2.4.3 Transition of Vehicles to New CONTRACTOR

At the beginning of this contract, FCRTA and its agents will jointly inspect each vehicle with the INCOMING CONTRACTOR and sign off on an original inspection sheet to establish a baseline vehicle condition and OUTGOING CONTRACTOR will be required to bring the buses into a state of good repair acceptable to FCRTA. INCOMING CONTRACTOR will then accept the vehicles from FCRTA. Should the outgoing CONTRACTOR fail or refuse to meet this requirement, FCRTA may, at its option, repair the vehicles at OUTGOING CONTRACTOR'S expense. It is the sole responsibility of the outgoing CONTRACTOR, at its expense, to ensure all FCRTA vehicles are in good operating condition, free of damage and/or neglect both inside and outside. Should the outgoing CONTRACTOR fail or refuse to meet this requirement, FCRTA may, at its option, repair the vehicles at OUTGOING CONTRACTOR'S expense. At the conclusion of contract, FCRTA and its agents will jointly inspect each vehicle with the outgoing CONTRACTOR and sign off on the original inspection sheet from when the CONTRACTOR originally accepted the vehicles.

2.5 Facilities

CONTRACTOR(s) shall secure a facility from which to operate and maintain FCRTA transit operations for the term of this contract. **FCRTA is in the process of identifying a suitable site for construction of its own Fresno County Rural Transit Agency Maintenance & Operations Center, and hopes to have this facility built and provided to the CONTRACTOR during the term of this agreement.** CONTRACTOR shall occupy and perform all FCRTA contract maintenance activities at this new facility subject to negotiating all reasonable market rate lease adjustments/credits applied to service contract directly and/or to the adjustment to the hourly rate reimbursement. CONTRACTOR will share this new facility with FCRTA staff who will likely occupy a portion of the facility.

2.7 *Software/Hardware*

The CONTRACTOR will supply basic administrative office hardware and software, for this contract and adequate telephone and internet connectivity.

FCRTA provides for CONTRACTOR usage the Synchronatics EZ Rides AVL/CAD software program to manage daily fixed route and demand responses services for the various subsystems. CONTRACTOR shall be responsible for proper usage of, and reporting to FCRTA of any challenges with the EZ Rides software system and providing support to troubleshooting efforts with FCRTA and/or vendor tech support staff. It is mandated that CONTRACTOR implement and use EZ Rides software that is owned by FCRTA for all dispatching functions.

Fresno County Rural Transit Agency client data generated and stored by the Synchronatics EZ Rides scheduling software system, whether FCRTA owned or provided and/or hosted by CONTRACTOR, is the property of FCRTA and shall be turned over to FCRTA upon request or at the end of either the Synchronatics scheduling software lifecycle, or this agreement.

2.7.1 Fare Collection

The CONTRACTOR(s) shall collect the fares and charges that have been and may be established by FCRTA. CONTRACTOR shall train employees on proper fare handling procedures and ensure integrity of FCRTA's fares at all times. Fare collection and all related security measures shall be solely the responsibility of the CONTRACTOR. The CONTRACTOR shall be required to provide FCRTA with the following materials or information:

- Fares collected (which shall be deposited into a CONTRACTOR revenue account) daily then summarized by day and route on monthly reports and deducted from the monthly service invoice with proper backup documentation.
- Fare boxes (where required by FCRTA) for buses shall be provided by the FCRTA and maintained by the CONTRACTOR. FCRTA uses non-electronic fareboxes.
- It is possible, but unlikely, that FCRTA will purchase and equip buses with electronic or non-electronic fareboxes during this agreement. No change in billing rate will be considered if non-electronic fareboxes are added.
- Fare media summary data shall be collected and submitted to Fresno County Rural Transit Agency's General Manager monthly or upon request.

Fresno County Rural Transit Agency reserves the right to approve any fare collection/securement system implemented throughout the contract term. FCRTA reserves the right to examine the books of fares collected at its discretion, including retaining the services of an independent third-party auditor.

2.7.2 Telephone Information Service

CONTRACTOR shall provide customer information service to the public in English and Spanish during all hours of system operation.

CONTRACTOR will take demand-response (paratransit) same-day client reservations every day between 8am and 5pm while providing general information (where is my ride?) during all times that revenue service is being operated (see Section 2.1.1. above), based on an average of 900-1200 calls per day. CONTRACTOR needs to assess dispatch staffing according to demand (i.e. daily peak hours) accordingly. 24-hour advance reservations are required for “Auberry Transit” and “Rural Transit”, which is offered generally in areas outside urbanized communities. Shuttle Transit refers to service provided for employment centers in Fresno (first/last mile) and also requires 24-hour advance reservations.

CONTRACTOR shall provide sufficient telephone lines and telephone equipment dedicated to the Fresno County Rural Transit Agency Transit operation to ensure effective communications. These telephones shall be answered as “Fresno County Rural Transit Agency”.

With exception of the incumbent contractor’s 800 line, the CONTRACTOR-provided telephone lines and their respective telephone numbers shall remain the property of Fresno County Rural Transit Agency under conclusion or termination of the contract.

- The CONTRACTOR shall establish a phone answering method and “hold messages” for FCRTA’s Phone System that are approved by FCRTA. FCRTA reserves right to require the recording of various informational messages that CONTRACTOR will ensure are placed into the phone system to educate callers on Fresno County Rural Transit Agency Transit services and events while caller is on hold.

2.8 Equipment Condition

FCRTA provides CONTRACTOR with a fleet of revenue vehicles for exclusive usage in provision of FCRTA subservices and several pieces of maintenance shop equipment (see Appendix B for list of FCRTA-supplied shop equipment). Revenue vehicles placed in service by CONTRACTOR must, without exception conform to the following:

- Exteriors and interiors, including drivers’ areas/dashboards shall be kept clean including floors and seats, at intervals appropriate to service levels and weather conditions.
- Have fully operational heating and air conditioning, wheelchair ramps and lifts, securement belts, flip seats, radios, fareboxes, AVL/CAD systems, surveillance camera systems, and destination signs.
- Be free of body damage, have no missing or unpainted panels.

- Be free of graffiti on the exterior and on the interior of vehicles.
- Have all safety items fully operational; (i.e., lights, brakes, horn, tires, wheelchair tie downs, seat belts, etc.)
- No vehicle shall be cannibalized for parts for any reason without prior written consent of Fresno County Rural Transit Agency.
- No vehicle shall be retired or put into revenue service without FCRTA authorization. No vehicle shall be deployed outside its FCRTA-assigned mode (subsystems) without FCRTA authorization.

2.9 Data

2.9.1 Monthly Reports

The following performance indicators must be reported monthly:

- Ridership from each day of previous month, sorted by route and fare type
- Roadcalls with reason for call
- Number of missed/late trips, including route number, day/time, and cause
- Number of complaints, nature of complaint, resolution, video clip if relevant (See description in Section 2.9.5 below) & status of follow-up efforts
- Total accidents, sorted by preventable versus non-preventable
- Passenger incidents
- Wheelchair boardings
- Number of overloads experienced
- Number of Drug and Alcohol tests and outcome of tests
- Route performance, including ridership, fares collected, revenue hours and revenue miles by route, pax per hour, deadhead hours and miles by route
- Driver/Dispatcher training activities
- Requests for services not currently being provided
- Summary of preventative maintenance cycles due and performed, with type of PM noted (maintenance)
- Summary of downed vehicles (unavailable for operations, beyond PMs) (maintenance) and estimated time for reinstatement to revenue service
- Vehicle Miles by vehicle – Fleet Roster update

For Fresno County Rural Transit Agency demand-response services, FCRTA will expect the reporting of key metrics including:

- Daily booked trips
- Cancellations
- “No show” Trips
- Attendant/Companion Trips
- Revenue Miles
- Deadhead Miles
- Revenue Hours
- Deadhead Hours
- Fare breakdown (cash, tickets, free rides, institutional billed clients)

- Number of vehicles in service
- Number of Subscription Trips
- Evaluation Trips
- Lift Trips
- Number of denials due to insufficient capacity or adversarial denials
- Number of late trips
- Indication of excessively long trips and longest trip travel time

2.9.3 Other Periodic Reports

- FCRTA must be notified of all accidents/incidents with 1 hour by telephone or email. Written accident and incident reports must be submitted to the FCRTA within **one business day**. Report should include supervisor's report and police report if available. See current agreement for further incident report details.

2.9.4 Ridership Reports

Ridership information will be collected on all Fresno County Rural Transit Agency Transit services on a daily basis. Ridership shall be tallied on the Synchromatics EZ Rides system, as well as tallied on the traditional clicker installed in each bus, then entered by hand onto each driver's printed manifest. Ridership will be separated by route, trip, day, and fare category. This report will be e-mailed in Excel format as a part of the monthly report and may be requested more often at FCRTA discretion.

2.9.5 Passenger Complaints

CONTRACTOR will contact by telephone, and follow up with written correspondence (if necessary, as deemed by CONTRACTOR or FCRTA) to the complaint. If an investigation is required, CONTRACTOR will conduct an investigation and the initiator will be contacted by telephone or written correspondence regarding the results of the investigation. CONTRACTOR shall respond to passenger complaints within one (1) business day of receipt. The CONTRACTOR will be required to track and submit written report to FCRTA, all complaint information within two (2) business days of receipt. CONTRACTOR shall resolve all complaints within a timely manner and submit a summary of the resolution to FCRTA. CONTRACTOR will be responsible for reviewing video recordings, making clips of incidents/complaints and providing said video clips to the FCRTA upon request. FCRTA may implement a new customer service tracking software and would require CONTRACTOR utilization of this system.

2.9.6 NTD Reporting

All public transit service provided for FCRTA must be reported annually to the Federal Transit Administration (FTA) in a completed National Transit Database (NTD) Rural Transit report as a federally-funded rural transit grantee.

2.9.7 Drug-Free Workplace Policy

The CONTRACTOR is required to develop and implement procedures which comply with Fresno County Rural Transit Agency's Drug-Free Workplace Policy and applicable FTA requirements. (Refer to Attachment 1 and Appendix A.)

2.9.8 Service Scheduled but not Provided

The CONTRACTOR shall deduct from its billing rate all missed hours of revenue service in lieu of assessment of liquidated damages.

Failure of FCRTA to assert any right which it has under any resultant contract, or to assess any liquidated damages as provided, shall not act as a waiver as to FCRTA's right to enforce the provisions of said Contract, or assess liquidated damages in the future. The assessment of liquidated damages and/or deductions as provided under any resultant Contract shall in no way relieve the CONTRACTOR of its obligation to provide sufficient service, vehicles, or drivers, or to meet any of the terms of this Request for Proposals.

2.10 Marketing and Public Relations

Fresno County Rural Transit Agency shall be responsible for all marketing and public relations activities relating to Fresno County Rural Transit Agency Transit.

FCRTA shall furnish all schedules, maps, transfers, passes and other printed materials required for marketing the service to the CONTRACTOR. The CONTRACTOR shall distribute Fresno County Rural Transit Agency Transit passenger notices, cooperate, and participate in marketing promotions, advertising, public relations, and public education programs and projects undertaken by FCRTA from time to time. FCRTA shall be the exclusive public media spokesperson in connection with transportation service. Under no circumstances shall the CONTRACTOR or its employees be permitted to distribute any unauthorized printed or written materials pertaining to Fresno County Rural Transit Agency Transit service without permission from Fresno County Rural Transit Agency.

CONTRACTOR shall bill FCRTA at the regular fixed route billing rate in effect at the time for all marketing events that require a non-regularly scheduled bus/driver.

2.10.1 Bus Headsigns (Route and Destination Signs)

CONTRACTOR shall display all equipped head, side, and tail signage, in plain view, in all Fresno County Rural Transit Agency Transit vehicles, while in revenue service. FCRTA will supply CONTRACTOR with software programs for electronic head signage and update said at its discretion. Drivers are required to

manually program the headsign controller unit as they operate their routes. FCRTA General Manager reserves the right to direct CONTRACTOR as to which messages shall be displayed during revenue services as required. CONTRACTOR shall be responsible for ensuring proper function and display of revenue vehicle signage at all times.

2.11 *Operating During an Emergency*

In the event of an emergency, CONTRACTOR shall deploy vehicles in a manner described by FCRTA. Emergency service does NOT constitute an expansion of service. FCRTA shall be obligated to compensate CONTRACTOR for emergency service that significantly exceeds the normal expense of operating the transit service during such period of declared emergency. CONTRACTOR shall be responsible for accurate tracking and reporting of all resources (labor & other) expended in the provision of emergency service.

CONTRACTOR employees are required to report for duty and participate in the role of government emergency response personnel, even though they technically work for a non-governmental entity.

2.12 *Emergency Service Planning*

The CONTRACTOR shall participate in FCRTA emergency preparedness planning and drills. Examples of emergencies shall include: electrical power failure, earthquakes, strikes, wildfires, and other natural disasters. Staff shall be appropriately trained in proper handling of these situations.

2.13 *Modification of Service and Fares*

In the event of an emergency that is declared as such by local authorities or if decided by the FCRTA General Manager, the established notice of fare and service changes shall not apply, and CONTRACTOR will use its best efforts to effect at the earliest possible opportunity the modification of the existing service, or the addition of service that is ordered by FCRTA to respond to the emergency.

FTA GRANT CONTRACT PROVISIONS (SERVICES)

The FTA Grant Contract Provisions set forth herein shall be incorporated into and become part of the contemplated contract documents executed in connection with an award of this contract to the CONTRACTOR. In case of any conflict or discrepancy, the FTA Grant Contract Provisions set forth herein shall prevail over all other terms and conditions contained in the RFP, the contents of the successful proposal and/or the Professional Services Agreement. Parties referenced in the following clauses are defined as:

“Awarding Agency” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the Awarding Agency’s federally supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

1. NO OBLIGATION TO THIRD-PARTIES BY USE OF A DISCLAIMER

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the

CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an 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, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted 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 in 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 the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18

U.S.C. Section 1001 and 49 U.S.C. Section 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 subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

4. FEDERAL CHANGES, AMENDMENTS TO STATE, AND LOCAL LAWS, REGULATIONS, AND DIRECTIVES

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

5. CIVIL RIGHTS (TITLE VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Labor,” 41 CFR 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. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.
- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation’s Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor’s obligations under this Contract and the

Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:
1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

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

refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

7. ENERGY CONSERVATION

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub contractual work under this Contract.

Prompt Payment and Return of Retainage

- A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

9. INTELLIGENT TRANSPORTATION SYSTEMS (ITS) NATIONAL ARCHITECTURE

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, “FTA National ITS Architecture Policy on Transit projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

10. ADDITIONAL TERMINATION PROVISIONS

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency’s best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). 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, the Awarding Agency may terminate this contract for default. Termination shall 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 the Awarding Agency 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, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

11. DEBARMENT AND SUSPENSION

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program,” implementing Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its “principals,” as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

12. BUY AMERICA

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

13. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

14. LOBBYING

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal 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 grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or

entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

15. CLEAN AIR ACT

- 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. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency 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 subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. CLEAN WATER ACT

- 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 Awarding Agency and understands and agrees that the Awarding Agency 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 subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17. FLY AMERICA

- A. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use

U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

18. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- A. 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. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

19. CHARTER SERVICE OPERATIONS

The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the 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 listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

SCHOOL BUS OPERATIONS

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any

school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

20. DRUG AND ALCOHOL TESTING

The CONTRACTOR certifies by signing a Contract with the Awarding Agency that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

The follow drug and alcohol testing options are compliant with drug and alcohol rules. One of these options must be selected. Options 2 and Options 3 require additional information to be completed: The CONTRACTOR agrees to:
Participate in the Awarding Agency's drug and alcohol program established in compliance with 49 CFR Part 655.

21. RECYCLED PRODUCTS

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

Attachment 2

2018-2021 AGREEMENT BETWEEN THE FRESNO COUNTY RURAL TRANSIT AGENCY and XXXXXXXXXX

This Agreement made and entered into this ____ day of ____, 2018 by and between the _____, hereinafter referred to as "Contractor", and the Fresno County Rural Transit Agency, hereinafter referred to as "FCRTA".

WITNESSETH:

WHEREAS, the updated 2014 Regional Transportation Plan (RTP) for Fresno County, (adopted: June 26, 2014) proposes the provision of public transportation service within the Rural Area of Fresno;

WHEREAS, the Short Range Transit Plan (SRTP) for the Rural Fresno County Area: 2018-2022 was adopted by the Fresno Council of Governments (FCOG) on June 30, 2017 to serve as the Plan for specific individual subsystems that are fully coordinated to provide for comprehensive network of public transit services to meet the identified needs of the residents; and

WHEREAS, the Secretary of the State of California legally recognizes the FCRTA as a Joint Powers Agency (JPA) that expressly includes the Rural Incorporated Cities of: Coalinga; Firebaugh; Fowler; Huron; Kerman; Kingsburg; Mendota; Orange Cove; Parlier; Reedley; Sanger; San Joaquin; Selma; and the County of Fresno; and

WHEREAS, the FCRTA is recognized as the Owner / Operator of the rural transit services, in that it adopts a comprehensive annual Capital and Operating Budget that include ownership of the vehicle fleet and other supporting fixed assets, and secures all the necessary supporting operational services, including: personnel and the salaries, wages, and benefits; training; drug and alcohol program testing and reporting; communications; casualty and liability insurance; contract services including: driver; dispatcher; supervision; administration; leases and rentals, maintenance and repair, alternative fuel refilling equipment; vehicle washing and detailing; fuel; lubricants; tires, batteries; marketing; and utilities; to implement the services; and

WHEREAS, the 2018-2019 Operations Program and Budget (OPB) for rural Fresno County shall be adopted by the FCOG on June 30, 2018; and

WHEREAS, the FCRTA desires to expressly Contract with _____ for: drivers, dispatchers, supervision, training, vehicle washing and detailing, and alternative fuel refilling equipment installation, servicing and repair; for the following transit subsystems:

Auberry Transit

Coalinga Transit – Optional Bid Service

Coalinga Intercity Transit – Optional Bid Service

Del-Rey Transit

Firebaugh Transit

Firebaugh-Mendota Transit

Fowler Transit

Huron Transit

Huron Intercity Transit

Kerman Transit – Optional Bid Service

Kingsburg Transit

Kingsburg – Reedley College Transit

Mendota Transit

Orange Cove Transit

Orange Cove Intercity Transit

Parlier Transit

Reedley Transit – Optional Bid Service

Rural Transit

Sanger Transit

Sanger – Reedley College Transit

San Joaquin Transit

Selma Transit

Shuttle Transit

Southeast Transit

Westside Transit

WHEREAS, Exhibit - 1, is a Summary of FCRTA's 2018-19 Transit Subsystems governed under this contract and identifies each Subsystem, the Days and Hours of Operation, the Service Type, the Frequency and the Service Area; with other Operational Supporting Services; and

WHEREAS, the respective rural Cities and the County of Fresno have authorized FCRTA to claim apportioned California Transportation Development Act (TDA) Local Transportation Funds (LTF) and State Transit Assistant (STA) Fund to enable FCRTA to provide the respective individual transit service in accordance with the RTP, Rural SRTP; FCRTA Budget and OPB; and

WHEREAS, the parties have mutually negotiated this Agreement,

NOW THEREFORE, and in consideration of the foregoing and of the mutual promises hereafter expressed, and intended to be legally bound thereby, the parties do mutually agree as follows:

ARTICLE I. AWARD OF A CONTRACT FOR TRANSIT SERVICE TO THE _____.

The FCRTA and its respective member agencies hereby agree to engage the _____ (Contractor) to provide public transportation service to the referenced subsystems, from July 1, 2018 through June 30, 2021. The maximum amount of compensation to the Contractor, under this Agreement is not to exceed \$x,xxx,xxx provided no penalties or awards are assessed.

This Agreement, including FCRTA 2018 Operations and Maintenance Request for Proposals, the Proposal from the successful Contractor, and the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

ARTICLE II. DESCRIPTION OF SERVICE

A. General Provisions

The Contractor shall agree to provide public transportation service in the designated transit subsystem service areas. Such service shall include the operation of assigned FCRTA fleet vehicles and shall comply with all applicable laws and licensing requirements.

FCRTA is providing 92 vehicles to the subcontractors for the provision of all services within this contract. The FCRTA General Manager will assign the appropriate fleet vehicle(s) to each subsystem to meet the operational characteristics and the demonstrated ambulatory and wheelchair needs of the actual ridership, and therefore such assignments may be subject to change.

B. Equipment Specifications

The Contractor shall operate assigned and designated FCRTA fleet vehicles with the appropriate ambulatory and accessible wheelchair passenger seating capacities including the driver.

Each FCRTA fleet vehicle shall also be equipped with at least the following:

1. One (1), air conditioning unit.
2. One (1), two-way mobile radio.
3. One (1) sixteen (16) unit (minimum) first aid kit.
4. One (1), fire extinguisher with a minimal rating of four (4) B:C
5. One (1), vehicle warning reflector kit, approved by the California Highway Patrol, with a minimum of three (3) red reflectors.

The Contractor's drivers shall be responsible conducting a mandatory vehicle inspection daily, which shall include the removal of all "trash" left by passengers and/or the driver. The FCRTA may impose a \$50.00 cleaning fee for vehicles that are deemed to be excessively dirty.

The Contractor shall be responsible for maintaining the physical appearance of the interior and exterior of the vehicle, which shall include periodic interior and exterior cleaning, washing and waxing.

Vehicle operating expenses, including fuel; maintenance; and insurance, shall be the responsibility of the FCRTA.

The vehicle shall be required to comply with all requirements set forth in the California Vehicle Code, and California Administrative Code for a bus.

C. Personnel

The Contractor shall employ, train and/or sub-contract at its own expense, personnel required to perform the transit service including and during any labor disputes, as set forth herein. Employees responsible for the operation of the vehicle, shall be qualified, and licensed, to provide such services under applicable laws and regulations, including the personal possession of at least a valid Class "II" or "B" - California Commercial Driver's License with a passenger endorsement and a General Public Paratransit Vehicle (GPPV) "Certificate" allowing them to operate a demand responsive general public transit vehicle carrying up to twenty-four (24) passengers including the driver. The driver shall be personally responsible for ensuring that their required "medical certificate" is current and does not laps.

FCRTA and/or FCRTA's insurance carrier shall reserve the right to reject a driver at any time for poor performance and/or record. Drivers are to inform their supervisor, and the supervisor is to inform the FCRTA General Manager of any documented infractions "on or off the job" in an Agency or personal vehicle, no later than the following workday of the incident before driving an Agency vehicle. All personnel associated with Agency vehicle operations shall be included in the California Department of Motor Vehicles Pull Notice Program to track an individual's ongoing driving record to ensure a clean driving record.

It should be noted that all drivers, dispatchers, and supervisory personnel shall be subjected to Drug and Alcohol Testing in accordance with mandates set forth by the

Federal Transit Administration (FTA) for general public transit operators. Such testing shall include:

1. Pre-Employment;
2. Reasonable Suspicion;
3. Post-Accident;
4. Random; and
5. Return-to-Duty.

If a Contractor's employee fails to pass a drug or alcohol test, they shall no longer be associated with the service contract. The Contractor may deal with their employee pursuant to their own policies and procedures.

The Contractor will assure that such employees provide service in an efficient and courteous manner. Written complaints of employees' misconduct received by the FCRTA will be forwarded to the Contractor in writing. The Contractor will investigate such complaints and report to the FCRTA General Manager on proposed disposition within seven (7) days from receipt of such complaint. Failure to do so will result in a \$100.00 penalty to the Contractor per occurrence and shall be deducted from subsequent reimbursement billing payments. Based upon such report, and upon their own investigation, the FCRTA General Manager may direct the Contractor, in writing, to discontinue provision of service by personnel subject to repeated complaints.

D. Transit Service Areas

The Contractor shall provide service within the Transit Service Area which is contiguous with the City's Sphere of Influence (SOI) boundary as adopted by the Fresno County Local Agency Formation Commission (LAFCO) and as referenced and adopted in "The Short Range Transit Plan for the Rural Fresno County Area: 2018-2022". Exhibit 1 provides the latest descriptions of the various services involved in this agreement.

E. Hours of Service

The Contractor shall provide public transportation service consistent with the days of the week and hours of the service as stipulated in Exhibit - 1. This exhibit and the order of them has changed slightly and FCRTA will furnish the Contractor the most current and up-to-date list at the start of the new contract.

Observed Holidays may vary subsystem by subsystem, because they reflect each individual City's or Agency's adopted listing of observed holidays. Exhibit - 26 "Member Agency Holiday Schedule 2017-18" stipulates each named holiday and date to reflect when a Subsystem has a Holiday or is to Work. The listing may be subject to change, with advanced notice to the public.

F. Dispatch Responsibilities

The Contractor shall be required to provide bilingual dispatchers that are fluent in English and Spanish to process transit service requests. The Contractor shall maintain accurate records as to: 1) appropriate origin and destination location information; and 2) special service requests, including provisions for the disabled. Trip prioritization may result in delays during peak usage periods. At the time a service request is received, the staff may provide the patron with an estimated response time for their intended trip.

The Contractor is to continue utilizing the Synchromatics EZ-Ride computer assisted dispatch software purchased by the FCRTA to utilize all the features to

record confidential passenger information, transmit the relevant information to the driver, in an effort to provide safe, efficient, and professional service to the passengers.

Shared rides shall be utilized to assist in maintaining lower operating costs to the service, thus helping to preserve reasonable fares for the patrons.

G. Disabled Service

The Contractor shall provide door-to-door service to disabled persons, including: wheelchair users; semi-ambulatory persons; blind person; deaf mute persons, and persons who are mentally disabled.

Exceptions include: acute medical transportation trips that are often "prescribed" by a medical doctor. Such emergency and non-emergency medical trips are to be considered part of the health care system and are to be arranged with existing private sector ambulance and or non-emergency medical transportation providers.

H. Data Collection

The Contractor shall compile "daily log sheets" and "monthly log sheets" and provide such logs to FCRTA on a monthly basis. Ample blank forms shall be provided by the FCRTA. Data to be collected shall include: total number of passengers transported throughout the individual subsystems, whether revenue producing or not; total vehicle service hours; total revenue service miles; and the total number of full-time employees associated with the operation of the transit system. All information submitted to FCRTA shall be certified (by signature) by the Contractor as correct. FCRTA shall keep the "original" data sheets. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment.

The Contractor shall submit monthly activity data which includes Complaints; Accidents and Incidents; and Transit Service Interruptions. The Contractor shall also assist FCRTA in conducting periodic on-board ridership surveys of riders.

I. Fare Collection and Accounting

The Contractor shall be responsible for the collection, accounting and delivery of fares and the previous month's "daily and monthly log sheets" to FCRTA within thirty (30) days of the end of said month. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment.

Fares, reconciled with, and accompanying "daily and monthly log sheets", shall be turned over to FCRTA for receipting purposes. Monthly revenues shall be submitted by business check.

J. Insurance

The FCRTA (or Contractor) shall secure and maintain throughout the term of this Agreement, or extensions thereof, automobile liability (Bodily Injury and Property Damage) not less than \$5,000,000 per occurrence;

The FCRTA shall provide the Contractor (or Contractor to provide to FCRTA) with valid certificates of insurance reflecting the above and further, that said coverage has the following endorsements:

1. In that the Contractor and their appointive and elective officers and employees are additionally named insure.
2. That said policy shall not be canceled or terminated except upon thirty (30) days prior written notice to the other parties of this agreement.

Said certificates or other proof of the required insurance, acceptable to the Contractor, shall be provided before the Contractor commences performance under this Agreement or extensions thereof.

The Contractor shall report any and all accidents and incidents to the FCRTA General Manager as they occur. A written report, using FCRTA's Accident Form shall be submitted within twenty-four (24) hours of the occurrence. The accident/incident shall be rated under the following classifications: "preventable" or "non-preventable"; "at-fault" or "not-at-fault" to assist in risk management follow-up and on-going in-service training of all drivers. The Contractor shall assume any and all liability for non-compliance with this provision.

The Contractor will also be responsible to pay for "preventable" and "at fault" accidental damages, up to Five thousand dollars (\$5,000.00). Specific financial arrangements shall be resolved between the parties of this Agreement with the fiscal year (July through June) in which the accident occurred, as defined by the period of the Contractual Agreement.

The Contractor shall secure and maintain workers compensation coverage as required by statute. The Contractor shall assume any and all liability for non-compliance with this provision.

K. Exceptions to Service Requirements

The level of service set forth by this Agreement may be reduced for emergency purposes only, or with the concurrence of the FCRTA General Manager. Emergencies may include emergency vehicle repairs or inclement weather.

ARTICLE III. FARE SCHEDULE

Fares for intra-City general public patrons shall be collected at the stipulated rate for each respective subsystem. They range for fifty cents (\$.50) and seventy-five cents (\$.75) per one-way trip. Elderly sixty-five and older (65+) and the disabled are free. Reduced fares for other elderly, sixty to sixty-four (60-64), and children when personally accompanied by a responsible adult over eighteen (18) they range from thirty-five cents (\$.35) to fifty cents (\$.50) per one-way trip. Monthly convenience passes for the general public range from between twenty dollars (\$20.00) and thirty dollars (\$30.00). Monthly convenience passes for the elderly (60-64), and children (0-18) with an adult are range from between fourteen dollars (\$14.00) and twenty dollars (\$20.00).

Fares for inter-City general public patrons are distance based for one half (½) the fares previously granted by the California Public Utilities Commission (PUC) to common carriers in the region. They range from eighty-five cents (\$.85) to seven dollars and fifty cents (\$7.50) per one-way trip. Those fares are further discounted for the elderly, sixty plus (60+), the disabled and children when personally accompanied by a responsible adult over eighteen (18) they range from fifty cents (\$.50) to five dollars (\$5.00). The monthly passes are based on the round trip fare times twenty (20) service days per months.

Specific fares may be referenced on each subsystems respective informational flyer, or by calling the toll free number 1-800-325-RIDE (7433) or the FCRTA office at 559-233-6789.

Exact fares may be requested, however must be posted in vehicle.

Fares adjustment considerations require an "Environmental Justice" Analysis. The findings and recommendations are subject to a legally noticed Public Hearing by the FCRTA Board of Directors. The Staff report would be presented for public comment. Following the Hearing, the Board would have an opportunity to take action. The results and finding would be advertised for the date of implementation.

ARTICLE IV. BILLING AND PAYMENT FOR SERVICE

Subject to Article I and Exhibit - 1 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2017-18 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$xx.xx - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

ARTICLE V. CONTRACT CHANGES

FCRTA may at any time, by a written order, and without notice to sureties, if any, make changes within the general scope of this Agreement. Such change shall serve to modify this Agreement to the extent necessary to execute the change as directed. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Services under this Agreement, whether changed or not changed by the order, FCRTA shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the Agreement accordingly.

The Contractor must assert its right to an adjustment under this article within three working days from the date of receipt of the written order. Failure by Contractor to give timely notice of the change could constitute waiver of a claim for an equitable adjustment. However, if FCRTA decides that the facts justify it, FCRTA may receive and act upon a proposal submitted at any time before final payment of the Agreement.

If the Contractor's proposal includes the cost of equipment or materials made obsolete or excess by the change, FCRTA shall have the right to prescribe the manner of the disposition of such equipment or materials. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this provision shall excuse the Contractor from proceeding with the Agreement as changed.

ARTICLE VI. VEHICLE IDENTIFICATION

The FCRTA vehicle used for each respective subsystem shall be properly signed and shall display the Contractor's dispatch service "800 telephone number" to assist the potential rider seeking transit services.

ARTICLE VII. FEDERAL CLAUSES

The FTA Grant Contract Provisions set forth herein shall be incorporated into and become part of the contemplated contract documents executed in connection with an award of this contract to the CONTRACTOR. In case of any conflict or discrepancy, the FTA Grant Contract Provisions set forth herein shall prevail over all other terms and conditions contained in the RFP, the contents of the successful proposal and/or the Professional Services Agreement. Parties referenced in the following clauses are defined as:

“Awarding Agency” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the Awarding Agency’s federally supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

1. NO OBLIGATION TO THIRD-PARTIES BY USE OF A DISCLAIMER
 - A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
 - B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
 - C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR’S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency’s obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an 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, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted 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 in 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 the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 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 subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All

parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

4. FEDERAL CHANGES, AMENDMENTS TO STATE, AND LOCAL LAWS, REGULATIONS, AND DIRECTIVES

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

5. CIVIL RIGHTS (TITLE VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR 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. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.
- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:
 - 1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
 - 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

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

any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

7. ENERGY CONSERVATION

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub contractual work under this Contract.

9. PROMPT PAYMENT AND RETURN OF RETAINAGE

A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.

B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.

C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.

D. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

10. INTELLIGENT TRANSPORTATION SYSTEMS (ITS) NATIONAL ARCHITECTURE

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

11. ADDITIONAL TERMINATION PROVISIONS

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). 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, the Awarding Agency may terminate this contract for default. Termination shall 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 the Awarding Agency 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, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

12. DEBARMENT AND SUSPENSION

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.

- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

13. BUY AMERICA

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

14. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

15. LOBBYING

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying," 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal 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 grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.

- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

16. CLEAN AIR ACT

- 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. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency 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 subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17. FLY AMERICA

- A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

18. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- A. 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. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

19. **CHARTER SERVICE OPERATIONS**

The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the 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 listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

20. **SCHOOL BUS OPERATIONS**

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

21. **DRUG AND ALCOHOL TESTING**

The CONTRACTOR certifies by signing a Contract with the Awarding Agency that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

The follow drug and alcohol testing options are compliant with drug and alcohol rules. One of these options must be selected. Options 2 and Options 3 require additional information to be completed: The CONTRACTOR agrees to:

Participate in the Awarding Agency's drug and alcohol program established in compliance with 49 CFR Part 655.

22. RECYCLED PRODUCTS

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

ARTICLE VIII. VENUE

This Agreement shall be enforced and interpreted under the laws of the State of California and County of Fresno, California. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Fresno, California.

ARTICLE IX. ASSIGNMENT/TRANSFER

No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of FCRTA.

ARTICLE X. Subcontractors. Consultant shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of FCRTA. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name FCRTA as an additional insured.

ARTICLE XI. PROVISIONS FOR RENEGOTIATION OF THE CONTRACTUAL AGREEMENT

The successful Proposer (Contractor) will complete all applicable training requirements during the month of June 2018, commence operations on July 1, 2018 and operate and maintain the service for a three-year period ending on June 30, 2021. With approval of the FCRTA Board of Directors, the contract may be extended unilaterally for up to four additional years, in one-year increments, at option year prices priced submitted as part of the Proposal response to this RFP, not to be negotiated in the future.

In Witness whereof, the parties hereto have caused this Agreement to be signed by their proper officers, this day and year as stated previously.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT

By _____
MOSES STITES, General Manager

By _____
XXXXXX CEO

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

By _____
ARTHUR WILLE, Senior Deputy County Counsel

Exhibit – 1

Summary of FCRTA's 2018-19 Transit Subsystem Awarded Under this Contract
 Identified Subsystems, Days and Hours of Operation, Service Type, Frequency & Service Areas
 This exhibit and the order of them has changed slightly and FCRTA will furnish the Contractor the most current and up-to-date list at the start of the new contract.

FCRTA Subsystem	Days and Times of Operation	Type of Service Number of Buses	Frequency of Inter-City Trips	Also Serves
<u>Auberry Transit</u> Inter-Community Service Inter-City Service	M-F: 7:00 am – 3:00 pm Tue: 8:00 am – 4:30 pm	Demand Responsive One Bus (for both Inter-Community and Inter-City Service) 24 Hour prior reservations by end of Mon, for Tues	 One Round Trip	Adler Springs, Auberry, New Auberry, Big Sandy Indian Rancheria, Burrough Valley, Cold Springs Indian Rancheria, Friant, Jose Basin, Marshall Station, Meadow Lakes, Mile High, Prather, Sycamore Above Communities & Table Mountain Indian Rancheria, Tollhouse, Fresno
<u>Del Rey Transit</u> Intra-City Service & Inter-Community Service	M-F: 8:00 am-5:00pm	Demand Responsive One Bus	Four Round Trips	Del Rey Sanger
<u>Firebaugh Transit</u> Intra-City Service Inter-City Service Inter-City Service on Westside Transit:	M-F: 6:45 am – 5:15 pm M-F: 7:00 am – 5:00 pm M-F: 6:30 am – 5:45 pm	Demand Responsive One Bus Fixed Route with Route Deviation One Bus Fixed Route with Route Deviation	 Ten Round Trips Two Round Trips	Sphere of Influence Firebaugh and Mendota With connecting service from Firebaugh, Mendota, Kerman, San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility, & Three Rocks to Fresno
<u>Fowler Transit</u> Intra-City Service Inter-City Service On Southeast Transit:	M-F: 7:00 am-4:00pm M-F: 6:30 am – 5:45 pm	Demand Responsive One Bus Fixed Route with Route Deviation	 Three Round Trips	Sphere of Influence Fresno, Fowler, Selma, Kingsburg
<u>Huron Transit</u> Intra-City Service I Intra-City Service II Inter-City Service Inter-City Service on Coalinga Transit:	M-F: 7:00 am – 4:30 pm M-F: 7:00 am – 4:30 pm M-F: 8:30 am – 5:15 pm M-F: 8:00 am – 5:45 pm	Demand Responsive Two Buses Fixed Route with Route Deviation One Bus Fixed Route with Route Deviation	 Seven Round Trips One Round Trip	Sphere of Influence Huron, Harris Ranch, I-5/198 Interchange, West Hills College, Coalinga With connecting service from Coalinga, Huron, Riverdale, Lanare, Caruthers & Easton to Fresno

<u>Kingsburg Transit</u> Intra-City Service I Intra-City Service II Southeast Transit	M-F: 7:00 am – 4:00 pm Sa: 8:00 am – 5:00 pm M-F: 8:00 am – 5:00 pm M-F 6:30 am – 5:45 pm	Demand Responsive Two Buses Fixed Route with Route Deviation	Three Round Trips	Sphere of Influence Kingsburg, Selma, Fowler, Fresno
<u>Kingsburg-Reedley College Transit</u> Inter-City Service	M-F: 6:30 am – 4:45 pm	One Bus Fixed Route with Route Deviation	Three Round Trips	Kingsburg, Selma, Fowler, Parlier, Reedley
<u>Mendota Transit</u> Intra-City Service Inter-City Service to F.B. Inter-City Service on Westside Transit:	M-F: 7:00 am – 5:00 pm M-F: 7:00 am – 5:00 pm M-F: 6:30 am – 5:45 pm	Demand Responsive One Bus Fixed Route with Route Deviation (Bus part of F.B.) Fixed Route with Route Deviation	Ten Round Trips Two Round Trips	Sphere of Influence Firebaugh, Mendota With connecting service from Firebaugh, Mendota, Kerman San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility & Three Rocks to Fresno
<u>Orange Cove Transit</u> Intra-City Service Inter-City Service	M-F: 7:00 am – 4:00 pm M-F: 6:30 am – 5:45 pm	One Bus Demand Responsive One Bus Fixed Route with Route Deviation	Two Round Trips	Sphere of Influence Orange Cove, Reedley, Parlier, Sanger, Fresno
<u>Parlier Transit</u> Intra-City Service Inter-City Service on Orange Cove Transit:	M-F: 7:00 am – 4:00 pm M-F: 6:30 am – 5:45 pm	Demand Responsive One Bus Fixed Route with Route Deviation	Two Round Trips	Sphere of Influence With connecting service from Orange Cove, Parlier, Reedley, & Sanger to Fresno
<u>Rural Transit</u> Inter-Community Inter-City	M-F: 8:00 am – 5:00pm (By actual operations only)	24 Hour prior reservation Demand Responsive Three Vans	Multiple Round Trips	Beyond existing city service areas – Remote Rural Areas
<u>Sanger Transit</u> Intra-City Service I Intra-City Service II Inter-City Service (SRC) Intra-City Service III Intra-City Service IV Inter-City Service on Orange Cove Transit:	M-F: 7:00 am – 4:00 pm Sa: 8:00 am – 5:00pm M-F: 7:00 am – 4:00 pm M-F: 6:15 am – 4:30pm M-F: 7:30 am – 4:30 pm M-F: 8:30 am – 5:30 pm M-F: 6:30 am – 5:45 pm	Demand Responsive Four Buses Fixed Route with Route Deviation SRC-One Bus Fixed Route with Route Deviation	Nine Round Trips Two Round Trips	Sphere of Influence Sanger, Parlier, Reedley Orange Cove, Reedley, Parlier, Sanger, Fresno

<u>San Joaquin Transit</u> Intra-City Service and Inter-Community Service	M-F: 6:30 am – 5:00 pm	Demand Responsive One Bus		Sphere of Influence, Cantua Creek, El Porvenir, Half Way, Tranquility, Three Rocks
<u>Selma Transit</u> Intra-City Service-I Intra-City Service-II Intra-City Service-III Inter-City Service on Southeast Transit: Intra-City Service-IV	M-F: 7:00 am – 4:00 pm Sa: 8:00 am – 5:00 pm M-F: 7:00 am – 4:00 pm M-F: 7:30 am – 4:30 pm M-F: 6:30 am – 5:45 pm M-F: 8:30 am – 5:30 pm	Demand Responsive Four Buses Fixed Route with Route Deviation	 Three Round Trips	Sphere of Influence With connecting service from Kingsburg, Selma, & Fowler to Fresno
<u>Shuttle Transit</u> Intra-City Service	M-F: 8:00am -5:00pm (By actual operations Only)	Demand Responsive, Prior Reservation For Employment Only One Bus	Meets Arriving and Departing Inter-City Services	Fresno-Clovis Metropolitan Area
<u>Southeast Transit</u> Southeast Transit	M-F: 6:30 am – 5:45 pm	One Bus Fixed Route with Route Deviation	Three Round Trips	Kingsburg, Selma, Fowler, Fresno
<u>Westside Transit</u> Inter-City Service	M-F: 6:30 am – 5:45 pm	One Bus Fixed Route with Route Deviation	Two Round Trips	With connecting service from Firebaugh, Mendota, San Joaquin, & Kerman to Fresno

Optional Services (currently directly operated by Cities – Bid Separately)

<u>Coalinga Transit</u>				
Intra-City Service	M-F: 8:30 am – 4:30 pm	Demand Responsive One Bus		Sphere of Influence
Inter-City Service on Coalinga Transit:	M-F: 8:00 am – 5:45 pm Sa: 8:00am – 5:45 pm	Fixed Route with Route Deviation	One Round Trip	Coalinga, Huron, Riverdale, Lanare, Caruthers, Easton, Fresno
<u>Kerman Transit</u>				
Intra-City Service	M-F: 7:00 am-4:00 pm	Demand Responsive One Bus		Sphere of Influence
Inter-City Service on Westside Transit:	M-F: 6:30 am – 5:45 pm	Fixed Route with Route Deviation	Two Round Trips	Firebaugh, Mendota, Kerman San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility, Three Rocks, Fresno
<u>Reedley Transit</u>				
Intra-City Service I	M-F: 7:00 am – 5:30 pm	Demand Responsive Four Buses		Sphere of Influence
	Sa: 8:00 am – 5:00 pm			
Intra-City Service II	M-F: 7:00 am – 5:30 pm			
Intra-City Service III	M-F: 7:00 am – 5:30 pm			
Intra-City Service IV	M-F: 7:00 am – 5:30 pm			
Inter-City Service on Orange Cove Transit:	M-F: 6:30 am – 5:45 pm	Fixed Route with Route Deviation	Two Round Trips	Orange Cove, Parlier, Reedley, Sanger, Fresno

ATTACHMENT 3

SCHEDULE OF DBE

Name of Prime Contractor

Name of DBE	Street Address	FCRTA, State, Zip	Type of Work	Start/End Dates	Agreed Price

The undersigned will enter into a formal agreement with Disadvantaged Contractors for work listed in this schedule conditioned upon the execution of a contract with the Fresno County Rural Transit Agency.

Name of Prime Contractor (*signature*)

Date

FTA CERTIFICATION FORMS

FORM

- 4A Certification of Restrictions on Lobbying
- 4B Certification Regarding Financial Contributions
- 4C Clean Air – Clean Water Certification
- 4D Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 4E Disclosure of Lobbying Activities

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____
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 any 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 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

This certificate is a material representation of fact upon which reliance is 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 Section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date Executed: _____

SIGNATURE: _____

Name/Title: _____

ATTACHMENT 4-B

CERTIFICATION REGARDING FINANCIAL CONTRIBUTIONS

Certification to be executed by Proposer and each proposed first tier subcontractor whose subcontract exceeds \$100,000. Make additional copies of the Certification as necessary.

Proposer is responsible for collecting the Certification from each first-tier subcontractor whose subcontract exceeds \$100,000 and submitting it along with its own Certification to RCTA with the proposal on the date proposals are due.

Proposer is advised that if all Certifications are not submitted on the date proposals are due, they must be submitted within five (5) calendar days thereafter. Failure to submit all Certifications within five (5) calendar days following the date proposals are due may render the proposal non-responsive. See instructions in the RFP for submitting Certifications after proposal due date.

The undersigned certifies that:

1. It will not make any monetary or in-kind contribution (including loans) to any RCTA Director, or any candidate for Director, from the date proposals are due until the award of the agreement.
2. It understands that the term "contribution" shall have the same meaning as defined in Government Code section 82015 and implementing regulations adopted by the Fair Political Practices Commission.
3. If Proposer is awarded the agreement, the undersigned shall continue to comply with this prohibition for three months following the award of the agreement.

Date: _____

Name of Firm: _____

Signature: _____

Print Name/Title: _____

CLEAN AIR – CLEAN WATER CERTIFICATION

THIS CERTIFICATION APPLIES TO ALL CONTRACTS EXCEEDING \$100,000, INCLUDING INDEFINITE QUANTITIES WHERE THE AMOUNT IS EXPECTED TO EXCEED \$100,000 IN ANY YEAR.

The undersigned certifies that:

Clean Air Certification:

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

Clean Water Certification:

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

Date: _____

Name of Firm: _____

Signature: _____

Print Name/Title: _____

ATTACHMENT 4-D

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

- A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.
1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 2. The Proposer shall provide immediate written notice to RCTA 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 RCTA for assistance in obtaining a copy of those regulations.
 4. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
 5. The Proposer further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

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

1. The Proposer certifies, by submission of this bid or proposal, that neither it nor its “principals,” as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If Proposer is unable to certify to the statements in this certification, Proposer shall attach an explanation to this proposal.

Date: _____

Name of Proposer: _____

Signature: _____

Print Name/Title: _____

ATTACHMENT 4-E

DISCLOSURE OF LOBBYING ACTIVITIES Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352		
1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan of guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report: _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier, if known: _____ _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____ Congressional District, if known: _____
6. Federal Department/Agency:		7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
<i>(Attach Continuation Sheet(s), if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____	13. Type of Payment (check all that apply): _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify _____	
12. Form of Payment (check all that apply): _____ a. cash _____ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Members(s) contacted, for Payment indicated in Item 11: _____		
<i>(Attach Continuation Sheet(s), if necessary)</i>		
15. Continuation Sheet(s) SF-LLL-A attached: Yes _____ No _____		
16. 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 reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$1000,000 for each failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

Standard Form - LLL - A

BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;
8025-01-C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-C;
6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C;
4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C; 4000-01-C;
3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-C; 6718-01-C;
4150-04-C; 7555-01-C; 7537-01-C; 7536-01-C; 6050-28-C;
4910-62-C

ATTACHMENT 5

**COPY OF CURRENT 2011-2017 Fresno County Rural Transit Agency OPERATIONS
CONTRACT**

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2017-2018 AGREEMENT BETWEEN
FRESNO ECONOMIC OPPORTUNITIES COMMISSION
AND
THE FRESNO COUNTY RURAL TRANSIT AGENCY

This Agreement made and entered into this 30th day of June, 2017 by and between the Fresno Economic Opportunities Commission (FEOC), hereinafter sometimes referred to as "Contractor", and the Fresno County Rural Transit Agency, hereinafter referred to as "FCRTA". Contractor and FCRTA are each a "Party" to this Agreement, and are collectively the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the updated 2014 Regional Transportation Plan (RTP) for Fresno County, (adopted: June 26, 2014) proposes the provision of public transportation service with the Rural Area of Fresno;

WHEREAS, the Short Range Transit Plan (S RTP) for the Rural Fresno County Area: 2018 – 2022 was adopted by the Fresno County Council of Governments (FCOG) on June 30, 2017 to serve as the Plan for specific individual subsystems that are fully coordinated to provide for comprehensive network of public transit services to meet the identified needs of the residents; and

WHEREAS, the Secretary of the State of California legally recognizes the FCRTA as a Joint Powers Agency (JPA) that expressly includes the Rural Incorporated Cities of: Coalinga; Firebaugh; Fowler; Huron; Kerman; Kingsburg; Mendota; Orange Cove; Parlier; Reedley; Sanger; San Joaquin; Selma; and the County of Fresno; and

WHEREAS, the FCRTA is recognized as the Owner/Operator of the rural transit services, in that it adopts a comprehensive annual Capital and Operating Budget that include ownership of the vehicle fleet and other supporting fixed assets; and secures all the necessary supporting operational services, including: communications; casualty and liability insurance; contract services including: driver; dispatcher; supervision; Administration; leases and rentals, maintenance and repair, alternative fuel refilling equipment; vehicle washing and detailing; fuel; lubricants; tires; batteries; marketing; and utilities; to implement the services; and

WHEREAS, the 2017-2018 Operations Program and Budget (OPB) for rural Fresno County shall be Adopted by the FCOG on June 30, 2017 to support the Rural Consolidated Transportation Service Agencies (Rural CTSA) activities; and

WHEREAS, in the past the FCRTA and the FEOC have individually contracted for each Subsystem and yet much comment has been expressed by planning agencies, accountants, fiscal auditors, triennial performance auditors, and appointed and elected officials, questioning why a single agreement was not considered, and so the FCRTA staff agreed to prepare this Agreement to cover each of its Subsystems into a single Contract, so long as it does not pose any adverse legal or regulatory concerns; and

WHEREAS, the FCRTA continues to expressly contract with the FEOC as the Rural CTSA for: drivers, dispatchers, supervision, training, vehicle washing and detailing, and alternative fuel refilling equipment installation, servicing and repair; for the following transit subsystems: Auberry Transit, Del Rey Transit; Firebaugh Transit; Fowler Transit; Huron Transit; Kingsburg Transit; Mendota Transit; Orange Cove Transit; Parlier Transit; Rural Transit; Sanger Transit, San Joaquin Transit, Selma Transit; Shuttle Transit; Southeast Transit; and Westside Transit; and

WHEREAS, Exhibit-1, is a Summary of FCRTA's 2017-18 Transit Systems Under Contract to FEOC and identifies each Subsystem, the Days and Hours of Operation, the Service Type and Frequency and the Service Area; with other Operational Supporting Services; and

WHEREAS, the respective rural Cities and the County of Fresno have authorized FCRTA to claim apportioned California Transportation Development Act (TDA) Local Transportation Funds (LTF) and State Transit Assistant (STA) Fund to enable FCRTA to provide the respective individual transit service in accordance with the RTP, Rural SRTP; FCRTA Budget and OPB; and

WHEREAS, the Parties have mutually negotiated this Agreement,

NOW THEREFORE, and in consideration of the foregoing and of the mutual promises hereafter expressed, and intended to be legally bound thereby, the Parties do mutually agree as follows:

ARTICLE I. AWARD OF A CONTRACT FOR TRANSIT SERVICE TO THE FRESNO ECONOMIC OPPORTUNITIES COMMISSION AS THE RURAL CONSOLIDATED TRANSPORTATION SERVICE AGENCY.

The FCRTA hereby engages the Contractor to serve as the Rural Consolidated Transportation Service Agency to provide public transportation service to the referenced subsystems, from July 1, 2017 through June 30, 2018. Exhibit -2 "Summary of FCRTA's 2017 -18 Subsystem Individual and Total Contract Budgets for 2017-18 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets". The maximum amount of compensation to the Contractor, under this Agreement shall not exceed \$2,603,582.16 provided no penalties or awards are assessed.

ARTICLE II. DESCRIPTION OF SERVICE

A. General Provisions

The Contractor agrees to provide public transportation service in the designated transit subsystem service areas. Such service shall include the operation of assigned FCRTA fleet vehicles and shall comply with all applicable laws and licensing requirements.

FCRTA is providing 92 vehicles to the subcontractors for the provision of all services within this contract. The FCRTA General Manager will assign the appropriate fleet vehicle(s) to each subsystem to meet the operational characteristics and the demonstrated ambulatory and wheelchair needs of the actual ridership, and therefore such assignments may be subject to change.

B. Equipment Specifications

The Contractor shall operate assigned and designated FCRTA fleet vehicles with the appropriate ambulatory and accessible wheelchair passenger seating capacities including the driver.

Each FCRTA fleet vehicle shall also be equipped with at least the following:

1. One (1), air conditioning unit.
2. One (1), two-way mobile radio.
3. One (1), sixteen (16) unit (minimum) first aid kit.
4. One (1), fire extinguisher with a minimal rating of four (4) B: C.
5. One (1), vehicle warning reflector kit, approved by the California Highway Patrol (CHP), with a minimum of three (3) red reflectors.

The Contractor's drivers shall be responsible conducting a mandatory daily vehicle inspection, which shall include the removal of all "trash" left by the passengers and/or driver. The FCRTA may impose a \$50.00 cleaning fee for vehicles that are deemed to be excessively dirty.

The Contractor shall be responsible for maintaining the physical appearance of the interior and exterior of the vehicle, which shall include periodic interior and exterior cleaning, washing and waxing.

Vehicle operating expenses, including fuel; maintenance; and insurance, shall be the responsibility of the FCRTA.

The vehicle shall be required to comply with all requirements set forth in the California Vehicle Code, and California Administrative Code for a bus.

C. Personnel

The Contractor shall employ, train and/or sub-contract at its own expense, personnel required to perform the transit service including and during any labor disputes, as set forth herein. Employees responsible for the operation of the vehicle, shall be qualified, and licensed, to provide such services under applicable laws and regulations, including the personal possession of at least a valid Class "II" or "B" – California Commercial Driver's License with a passenger endorsement and a General Public Paratransit Vehicle (GPPV) "Certificate" allowing them to operate a demand responsive general public transit vehicle carrying up to twenty-four (24) passengers including the driver. The driver shall be personally responsible for ensuring that their required "medical certificate" is current and does not lapse.

FCRTA and FCRTA's insurance carrier shall reserve the right to reject a driver employed by Contractor, at any time for poor performance and/or record. Such drivers are to inform their supervisor, and the supervisor is to inform the FCRTA General Manager of any driving infractions while the driver is on duty or off duty for Contractor, whether the driver is in a vehicle owned by FCRTA or Contractor, or owned by the driver, not later than the following workday of the incident before driving a vehicle owned by FCRTA. All personnel associated with FCRTA vehicle operations shall be included in the California Department of Motor Vehicles Pull Notice Program to track an individual's ongoing driving record to ensure a clean driving record.

It should be noted that all drivers, dispatchers, and supervisory personnel shall be subjected to Drug and Alcohol Testing in accordance with mandates set forth by the Federal Transit Administration (FTA) for general public transit operators. Such testing shall include:

1. Pre-Employment;
2. Reasonable Suspicion;
3. Post-Accident;
4. Random; and
5. Return-to-Duty.

If a contractor's employee fails to pass a drug or alcohol test, they shall no longer be associated with the service contract. The Contractor may deal with their employee pursuant to their own policies and procedures.

The Contractor will assure that such employees provide service in an efficient and courteous manner. Written complaints of employee's misconduct received by FCRTA will be forwarded to the Contractor in writing. The Contractor will investigate such complaints and report to the FCRTA General Manager on proposed disposition within seven (7) days from receipt of such complaint. Failure to do so will result in a \$100.00 penalty to the Contractor per occurrence and shall be deducted from subsequent reimbursement billing payments. Based upon such report, and upon their own

investigation, the FCRTA General Manager may direct the Contractor, in writing, to discontinue provision of service by personnel subject to repeated complaints.

D. Transit Service Areas

The Contractor shall provide service within the Transit Service Area which is contiguous with the City's Sphere of Influence (SOI) boundary as adopted by the Fresno County Local Agency Formation Commission (LAFCO) and as referenced and adopted in "The Short Range Transit Plan for the Rural Fresno County Area: 2018-2022". **Exhibit 3** is the overall FCRTA Service Area County Map. The respective individual Service Area Maps are attached as : **Exhibit 4** – Auberry Transit; **Exhibit 5** – Del Rey Transit; **Exhibit 6** – Firebaugh Transit; **Exhibit 7**- Fowler Transit; **Exhibit 8** – Huron Transit; **Exhibit 9**- Kingsburg Transit; **Exhibit 10** – Mendota Transit; **Exhibit 11** – Orange Cove Transit; **Exhibit 12** – Parlier Transit; **Exhibit 13** – Rural Transit; **Exhibit 14** – Sanger Transit; **Exhibit 15** – San Joaquin Transit; **Exhibit 16** – Selma Transit; **Exhibit 17**- ShuttleTransit; **Exhibit 18** – Southeast Transit; **Exhibit 19** – Westside Transit; **Exhibit 20** – Orange Cove Inter-City Transit; **Exhibit 21** – Kingsburg-Reedley College Transit; **Exhibit 22** – FCRTA Holiday Schedule

E. Hours of Service

The Contractor shall provide public transportation service consistent with the days of the week and hours of the service as set forth in **Exhibit 1**.

Observed holidays may vary subsystem by subsystem because they reflect each individual City's or Agency's adopted listing of observed holidays. **Exhibit 22** "Member Agency Holiday Schedule 2017-18" stipulates each named holiday and date to reflect when a Subsystem has a Holiday or is to Work. The listing may be subject to change with advanced notice to the public.

F. Dispatch Responsibilities

The Contractor shall be required to provide bilingual dispatchers that are fluent in English and Spanish to process transit service requests. The Contractor shall maintain accurate records as to: 1) appropriate origin and destination location information; and 2) special service requests, including provisions for the disabled. Trip prioritization may result in delays during peak usage periods. At the time a service request is received, the staff may provide the patron with an estimated response time for their intended trip.

The Contractor is to continue utilizing the Mobilitat computer assisted dispatch software purchased by the FCRTA to utilize all the features to record confidential passenger information, transmit the relevant information to the driver, in an effort to provide safe, efficient, and professional service to the passengers

Shared rides shall be utilized to assist in maintaining lower operating costs to the service, thus helping to preserve reasonable fares for the patrons.

G. Disabled Service

The Contractor shall provide door-to-door service to disabled persons, including: wheelchair users; semi-ambulatory persons, blind person; deaf mute persons, and persons who are mentally disabled.

Exceptions include: acute medical transportation trips that are often "prescribed" by a medical doctor. Such emergency and non-emergency medical trips are to be

considered part of the health care system and are to be arranged with existing private sector ambulance and or non-emergency medical transportation providers.

H. Data Collection

The Contractor shall compile "daily log sheets" and "monthly log sheets" and provide such logs to FCRTA on a monthly basis. Ample blank forms shall be provided by the FCRTA. Data to be collected shall include: total number of passengers transported throughout the individual subsystems, whether revenue producing or not; total vehicle service hours; total revenue service miles; and the total number of full-time employees associated with the operation of the transit system. All information submitted to FCRTA shall be certified (by signature) by the Contractor as correct. FCRTA shall keep the "original" data sheets. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment.

The Contractor shall submit monthly activity data which includes Complaints; Accidents and Incidents; and Transit Service Interruptions. The Contractor shall also assist FCRTA in conducting periodic on-board ridership surveys of riders.

I. Fare Collection and Accounting

The Contractor shall be responsible for the collection, accounting and delivery of fares and the previous month's "daily and monthly log sheets" to FCRTA within thirty (30) days of the end of said month. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment.

Fares, reconciled with, and accompanying "daily and monthly logs", shall be turned over to FCRTA for receipting purposes. Monthly revenues shall be submitted by business check.

J. Insurance

The FCRTA shall secure and maintain throughout the term of this Agreement, or extensions thereof, automobile liability (Bodily Injury and Property Damage) not less than \$5,000,000 per occurrence;

The FCRTA shall provide the Contractor with valid certificates of insurance reflecting the above and further, that said coverage has the following endorsements:

1. In that the Contractor and their appointive and elective officers and employees are additionally named insure.
2. That said policy shall not be canceled or terminated except upon thirty (30) days prior written notice to the other Parties of this Agreement.

Said certificates of other proof of the required insurance, acceptable to the Contractor, shall be provided before the Contractor commences performance under this Agreement or extensions thereof.

The Contractor shall report any and all accidents and incidents to the FCRTA General Manager as they occur. A written report, using FCRTA's Accident Form shall be submitted within twenty-four (24) hours of the occurrence. The accident/incident shall be rated under the following classifications: "preventable" or "non-preventable", "at-fault" or "not-at-fault" to assist in risk management follow-up and on-going in-service training

of all drivers. The Contractor shall assume any and all liability for non-compliance with this provision.

The Contractor will also be responsible to pay for “preventable” and “at fault” accidental damages, up to five thousand dollars (\$5,000.00). Specific financial arrangements shall be resolved between the Parties of this Agreement with the fiscal year (July through June) in which the accident occurred, as defined by the period of the Contractual Agreement.

The Contractor shall secure and maintain workers compensation coverages as required by statute. The Contractor shall assume any and all liability for non-compliance with this provision.

K. Exceptions to Service Requirements

The level of service set forth by this Agreement may be reduced for emergency purposes only, or with the concurrence of the FCRTA General Manager. Emergencies may include emergency vehicle repairs of inclement weather.

Article III. Fare Schedule

Fares for intra-city general public patrons shall be collected at the stipulated rate for each respective subsystem. They range for fifty cents (\$.50) and seventy-five cents (\$.75) per one-way trip. Elderly sixty-five and older (65+) and the disabled are free. Reduced fares for other elderly, sixty to sixty-four (64), and children when personally accompanied by a responsible adult over eighteen (18) they range from thirty-five cents (\$.35) to fifty cents (\$.50) per one-way trip. Monthly convenience passes for the general public range from between twenty dollars (\$20.00) and thirty dollars (\$30.00). Monthly convenience passes for the elderly (60-64), and children (0-18) with an adult are range from between fourteen dollars (\$14.00) and twenty dollars (\$20.00).

Fares for Inter-City general public patrons are distance based for one half (1/2) the fares previously granted by the California Public Utilities Commission (PUC) to common carriers in the region. They range from eighty-five cents (\$.85) to seven dollars and fifty cents (\$7.50) per one-way trip. Those fares are further discounted for the elderly, sixty plus (60+), the disabled and children when personally accompanied by a responsible adult over eighteen (18) they range from fifty cents (\$.50) to five dollars (\$5.00). The monthly passes are based on the round trip fare times twenty (20) service days per month.

Specific fares may be referenced on each subsystem respective informational flyer, or by calling the toll free number 1-800-325-RIDE (7433) or the FCRTA office at (559) 233-6789.

Exact fares may be requested, however must be posted in vehicle.

Fares adjustment considerations require an “Environmental Justice” Analysis. The findings and recommendations are subject to a legally noticed Public Hearing by the FCRTA Board of Directors. The staff report would be presented for public comment. Following the hearing, the Board would have an opportunity to take action. The results and finding would be advertised for the date of implementation.

Article IV. BILLING AND PAYMENT FOR SERVICE

Subject to **Article 1 and Exhibit 2** “Summary of FCRTA’s Subsystem Individual and Total Contract Budgets for 2017 – 18 by Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract Budgets”, the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$32.44 – the rate per vehicle

service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

Article V. VEHICLE IDENTIFICATION

The FCRTA vehicle used for each respective subsystem shall be properly signed and shall display the Contractor's dispatch service "800 telephone number" to assist the potential rider seeking transit services.

Article VI. CHARTER BUS REQUIREMENTS – 49 U.S.C. 5323(d); 49 CFR Part 604

Charter Service Operations - The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients (Caltrans) and sub recipients (FCRTA) of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one (1) of the exceptions at 49 CFR 604.9. Any charter service provided under one (1) of the exceptions must be "incidental", i.e., it must not interfere with or detract from the provision of mass transportation.

Article VII. SCHOOL BUS REQUIREMENTS – 49 U.S.C. 5323(F); 49 CFR Part 605

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

Article VIII. ENERGY CONSERVATION REQUIREMENTS – 42 U.S.C. 6321 et.seq.; 49 CFR Part 18

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of California Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act.

Article IX. CLEAN WATER REQUIREMENTS – 33 U.S.C. 1251

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 FCRTA and understands and agrees that the FCRTA 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.

ARTICLE X. LOBBYING – 31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

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

- A. 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 this Contract, the making of the Federal grant associated with this Contract, the entering into of this cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Agreement in association with the Federal contract, grant, or cooperative agreement.
- B. 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 Contract, the undersigned shall complete and submit separately the 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
- C. The undersigned shall be required to include the specific language of this certification clause in all subsequently awarded documents for all subawards at all tiers, including subcontracts and that all subrecipients shall certify and disclose accordingly.

This certification clause 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(c)(1)-(2)(A), as amended by the Lobbying Disclosure Act of 1995. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of this certification clause 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 clause and disclosure, if any.

Signature of Contractor's Authorized Official



Brian Angus, FEOC Chief Executive Officer
Name and Title of Contractor's Authorized Official

Date: June 30, 2017

Article XI

ACCESS TO RECORDS AND REPORTS – 49 U.S.C. 5325; 18 CFR 18.36(l); 49 CFR 633.17

Access to Records – The following access to records requirements apply to this Contract:

- A. The FCRTA, as a local government and FTA subrecipient or a subgrantee of the FTA Recipient (Caltrans) in accordance with 49 C.F.R. 18.36(l), the Contractor agrees to provide the FCRTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives.
- B. 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.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FCRTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto, Reference 49 CFR 18.39 (i)(11).
- D. FTA does not require the inclusion of these requirements insubcontracts.

Article XII.

FEDERAL CHANGES – 49 CFR Part 18

Federal Changes – The Contractor shall at all times comply with all the applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(11), dated October 1, 2011) between the FCRTA, Caltrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Article XIII.

CLEAN AIR – 42 U.S.C. 7401 et. Seq.; 40 CFR 15.61; 49 CFR Part 18

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 FCRTA and understands and agrees that the FCRTA 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.

ARTICLE XIV. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Contract Work Hours and Safety Standards

- A. Overtime Requirements – No Contractor or subcontractor contracting for any part of this contracted work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph “A” of this Article the Contractor any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in paragraph one (1) of this Article, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph “A” of this Article.
- C. Withholding for unpaid wages and liquidated damages – The FCRTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph “B” of this Article.
- D. Subcontracts – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs “A” through “D” of this Article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs “A” through “D” of this Article.

ARTICLE XV. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

No Obligation by the Federal Government

- A. The FCRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the FCRTA,

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 shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE XVI. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS – 31 U.S.C. 3801 ET.SEQ.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307**

Program Fraud and False or Fraudulent Statements or 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 Contract. 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 Agreement 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 finance in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE XVII. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

Suspension and Debarment

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

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

By this Agreement the Contractor certifies as follows:

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

ARTICLE XVIII. PRIVACY ACT – 5 U.S.C. 552

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 the failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

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.

ARTICLE XIX. CIVIL RIGHTS REQUIREMENTS – 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the Contractor;

- A. Non-discrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Contractor:
 - 1. 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. 11286, "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. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. 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.
3. 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.

ARTICLE XX. BREACHES AND DISPUTE RESOLUTION – 49 CFR Part 18; FTA Circular 4280.1E

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

Performance During Dispute – Unless otherwise directed by the FCRTA, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages – Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, Agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the FCRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies – The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the FCRTA, or contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE XXI TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

Transit Employee Protective Provisions:

- A. The Contractor agrees to comply with applicable transit employee protective requirements as follows:
 - 1. 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 Agreement 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.
 - 2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-Urbanized Areas – Since this Agreement 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 Non-Urbanized 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.
- B. 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.

ARTICLE XXII. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS – FTA Circular 4280.1E

Incorporation of Federal Transit Administration (FTA) Terms –The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding provisions of this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4280.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any FCRTA requests which would cause the FCRTA to be in violation of the FTA terms and conditions.

ARTICLE XXIII. DRUG AND ALCOHOL TESTING – 49 U.S.C. § 5331; 49 CFR Parts 653 and 654

The Contractor agrees to:

- A. participate in FCRTA's Drug and Alcohol Program established in compliance with 49 CFR 653 and 654.

OR

- B. 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 the FCRTA, 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 July 1, 2014 and to submit the Management Information System (MIS) reports before March 15th of each year to Caltrans Headquarters. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

ARTICLE XXIV. TERMINATION – 49 U.S.C. Part 18; FTA Circular 4280.1E

- A. Termination of Convenience – The FCRTA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the FCRTA's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to FCRTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the FCRTA, the Contractor will account for the same, and dispose of it in the manner the FCRTA directs.
- B. Termination for Default - If 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, the FCRTA may terminate this Agreement for default. Termination shall 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 Agreement rate for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the FCRTA 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, the FCRTA, after setting up a new performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- C. Opportunity to Cure – The FCRTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to FCRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from FCRTA setting forth the nature

of said breach or default, FCRTA shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operated to preclude FCRTA 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 FCRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by FCRTA shall not limit FCRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- E. Termination of Convenience – The FCRTA, by written notice, may terminate this Contract, in whole or in part, when it is in the Government's interest. If this Agreement is terminated, the Recipient shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.
- F. Termination for Default – If the Contractor fails to perform the services within the time specified in this Agreement or any extension of if the Contractor fails to comply with any other provisions of this contract, the FCRTA may terminate this contract for default. The FCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this Contract.

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

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

If this Agreement is terminated while the Contractor has possession of FCRTA'S property, the Contractor shall, upon direction of the FCRTA, protect and preserve the property until surrendered to the FCRTA or its agent. The Contractor and FCRTA shall agree on payment for the preservation and protection of property. Failure to agree on an amount will be resolved under the Dispute Clause (Article XXI).

If, after termination for failure to fulfill the obligations under this Agreement, it is determined that the Contractor was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the FCRTA.

- H. Termination of Convenience of Default (Cost-Type Contracts) – The FCRTA may terminate this Contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the FCRTA or for the default of the Contractor. If the

termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the Contract. The Contractor shall account for any property in its possession paid for from funds received from the FCRTA, or property supplied to the Contractor by the FCRTA. If the termination is for default, the FCRTA may fix the fee, if the Agreement provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the FCRTA and the Parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the FCRTA, the Contractor shall be paid its Agreement close-out costs, and a fee, if the Agreement provided for payment of a fee, in proportion to the work performed up to the time of termination.

If after serving a notice of termination for default, the FCRTA determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the FCRTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- I. Notwithstanding the aforementioned clauses, this Contractual Agreement shall terminate on June 30, 2017 unless extended by the written consent of both Parties.

ARTICLE XXV. **PROVISIONS FOR RENEGOTIATION OF THE CONTRACTUAL AGREEMENT**

The FCRTA and the Contractor may renegotiate the Agreement to provide for the extension of the terms of the Agreement, which may include, but are not limited to: modifying the Transit Service Area, modifying the level of service, modifying cost of service; and/or basis for contract awards and penalties.

Any such renegotiation which would extend the term of this Agreement beyond June 30, 2018, shall endeavor to be negotiated before May 1, 2018 unless expressly waived in writing by both Parties.

In Witness whereof, the Parties hereto have caused this Agreement to be signed by their proper officers, this day and year as stated previously.

Exhibit 1

**Summary of FCRTA's 2017-18 Transit Subsystem Under Contract to FEOC
Identified Subsystems, Days and Hours of Operation, Service Type, Frequency & Service Areas**

FCRTA Subsystem	Days and Times of Operation	Type of Service	Frequency of Inter-City Trips	Also Serves
<u>Auberry Transit</u> Inter-Community Service	M-F 8:00 a.m - 3:00 p.m	Demand Response		Adler Springs, Auberry, New Auberry, Big Sandy Indian Rancheria, Burrough Valley, Cold Springs Indian Rancheria, Friant, Jose Basin, Marshall Station, Meadow Lakes, Mile High, Prather, Sycamore
Inter-City Service	Tues: 8:00 a.m – 5:00 p.m.	24 Hour prior Reservations by end of Mon., for Tues.	One Round Trip	Above Communities & Table Mountain Indian Rancheria, Tollhouse, Fresno
<u>Del Rey Transit</u> Intra-City Service & Inter-Community Service	M-F 8:00 a.m – 5:00 p.m	Demand Response	Four Round Trips	Del Rey Sanger
<u>Firebaugh Transit</u> Intra-City Service	M-F 7:00 a.m – 5:30 p.m	Demand Response		Sphere of Influence
Inter-City Service on	M-F 7:00 a.m – 5:30 p.m	Fixed Route with Route Deviation	Ten Round Trips	Firebaugh, Mendota
Westside Transit	M-F 7:00 a.m – 5:30 p.m	Fixed Route with Route Deviation	Ten Round Trips	Firebaugh, Mendota, Kerman, San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility, Three Rocks, Fresno
<u>Fowler Transit</u> Intra-City Service	M-F 7:00 a.m – 5:30 p.m	Demand Response		Sphere of Influence
Inter-City Service	M-F 7:00 a.m – 5:30 p.m	Fixed Route with Route Deviation	Three Round Trips	Kingsburg, Selma, Fowler, Fresno
<u>Huron Transit</u> Intra-City Service	M-F 6:00 a.m – 6:30 p.m	Demand Response		Sphere of Influence
Inter-City Service	M-F 9:00 a.m – 5:00 p.m	Fixed Route with Route Deviation	Seven Round Trips	Huron, Harris Ranch, I-5/198 Interchange, West Hills College Coalinga
Inter-City Service on Coalinga Transit	M-F 8:00 a.m – 5:45 p.m.	Fixed Route with Route Deviation	One Round Trip	Coalinga, Huron, Riverdale Lanare, Caruthers, Easton, Fresno

FCRTA Subsystem	Days and Times of Operation	Type of Service	Frequency of Inter-City Trips	Also Serves
<u>Kingsburg Transit</u> Intra-City Service	M-F 7:00 a.m – 5:30 p.m Sa: 8:00 a.m – 5:00 p.m	Demand Response		Sphere of Influence
Southeast Transit	M-F 7:00 a.m – 5:30 p.m	Fixed Route with Route Deviation	Three Round Trips	Kingsburg, Selma, Fowler, Fresno
<u>Kingsburg-Reedley College Transit</u> Inter-City Service	M-F 7:00 a.m – 4:30 p.m.	Fixed Route with Route Deviation	Three Round Trips	Kingsburg, Selma, Fowler, Parlier, Reedley
<u>Mendota Transit</u> Intra-City Service	M-F 7:00 a.m – 5:30 p.m	Demand Response		Sphere of Influence
Inter-City Service	M-F 7:00 a.m – 5:30 p.m	Fixed Route with Route Deviation	Ten Round Trips	Firebaugh, Mendota
Inter-City Service on Westside Transit	M-F 7:00 a.m – 5:30 p.m	Fixed Route with Route Deviation	Two Round Trips	Firebaugh, Mendota, Kerman, San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility, Three Rocks, Fresno
<u>Orange Cove Transit</u> Intra-City Service	M-F 7:00 a.m – 5:30 p.m	Demand Response		Sphere of Influence
Inter-City Service	M-F 7:00 a.m – 5:30 p.m	Fixed Route with Route Deviation	Two Round Trips	Orange Cove, Reedley, Parlier Sanger, Fresno
<u>Parlier Transit</u> Intra-City Service	M-F 7:00 a.m – 4:00 p.m	Demand Response		Sphere of Influence
Inter-City Service Orange Cove Transit	M-F 7:00 a.m – 5:30 p.m	Fixed Route with Route Deviation	Two Round Trips	Orange Cove, Parlier, Reedley, Sanger, Fresno
<u>Rural Transit</u> Inter-Community Inter-City	M-F 8:00 a.m – 5:00 p.m.	24 hour prior reservation Demand Response	Multiple Round Trips	Beyond existing city service area Remote Rural Areas

FCRTA Subsystem	Days and Times of Operation	Type of Service	Frequency of Inter-City Trips	Also Serves
<u>Sanger Transit</u> Intra-City Service Inter-City Inter-City Service on Orange Cove Transit	M-F 7:00 a.m – 5:30 p.m Sa. 8:00 a.m – 5:00 p.m M-F: 6:45 a.m – 4:25 p.m M-F: 7:00 a.m – 5:30 pm	Demand Response Fixed Route with Route Deviation Fixed Route with Route Deviation	 Nine Round Trips Two Round Trips	Sphere of Influence Sanger, Parlier, Reedley Orange Cove, Reedley, Parlier, Sanger, Fresno
<u>San Joaquin Transit</u> Intra-City and Inter-City Service Westside Transit	M-F 7:00 a.m – 5:30 p.m M-F: 7:00 a.m – 5:30 p.m	Demand Response Fixed Route with Route Deviation	 Two Round Trips	Sphere of Influence, Cantua Creek, El Porvenir, Half Way, Tranquility, Three Rocks San Joaquin, Kerman, Mendota, Firebaugh, Fresno
<u>Selma Transit</u> Intra – City Service Inter-City Service on Southeast Transit	M-F: 7:00 a.m – 5:30 p.m. Sa: 8:00 a.m – 5:00 p.m M-F: 7:00 a.m – 5:30 p.m	Demand Response Fixed Route with Route Deviation	 Three Round Trips	Sphere of Influence Kingsburg, Selma, Fowler, Fresno
<u>Shuttle Transit</u> Intra – City Service	M-F 7:30 a.m – 4:45 p.m.	Demand Response Prior Reservation	Meets arriving and Departing Inter-City Services	Fresno-Clovis Metropolitan Area
<u>Southeast Transit</u> Southeast	M-F: 7:00 a.m – 5:30 p.m.	Fixed Route with Route Deviation	Three Round Trips	Kingsburg, Selma, Fowler, Fresno
<u>Westside Transit</u> Inter-City Service	M-F: 7:00 a.m. – 5:30 p.m	Fixed Route with Route Deviation	Two Round Trips	San Joaquin, Kerman, Mendota, Firebaugh, Fresno

EXHIBIT 2

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2017-2018
By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract Budgets

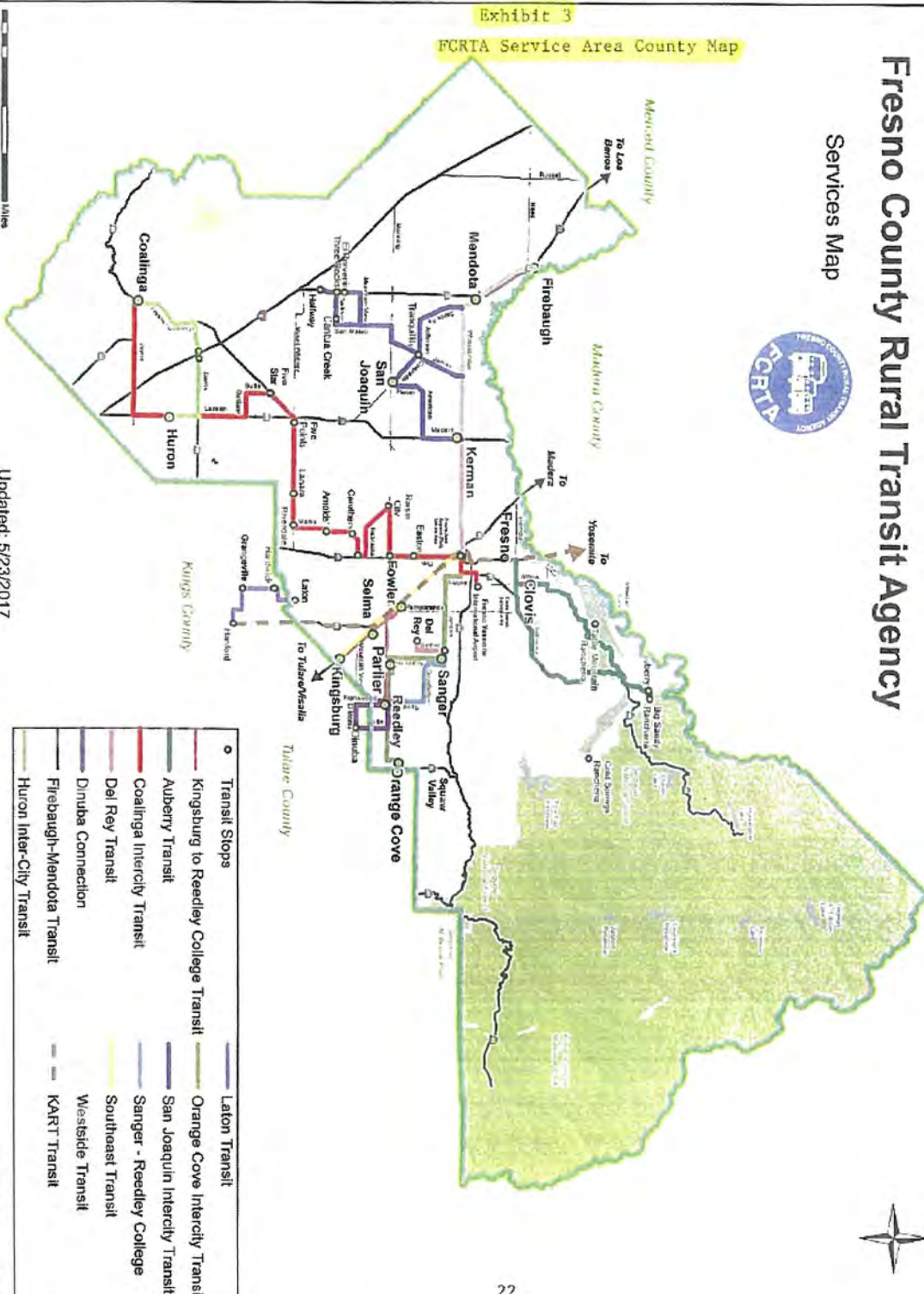
FCRTA SUBSYSTEMS	SERVICE TYPE	Number of Vehicles to Provide Service	Total Vehicle Service Hours	Hourly Contract Service Rate	Subtotal of Service Contracts	FEOC Contract Totals
Auberry Transit	Intra-City (Mountains)	1	1,482	\$ 32.44	\$ 48,076.08	
	Inter-City (Fresno)	1	416	\$ 32.44	\$ 13,495.04	\$ 61,571.12
Del Rey Transit	Inter - City (to Sanger)	1	1,976	\$32.44	\$ 64,101.44	\$ 64,101.44
Firebaugh Transit	Intra-City	1	2,223	\$ 32.44	\$ 72,114.12	
	Inter-City(to Mendota)	1	2,408.25	\$ 32.44	\$ 78,123.63	\$150,237.75
Fowler Transit	Intra-City	1	2,408.25	\$32.44	\$ 78,123.63	\$ 78,123.63
Huron Transit	Intra-City	2	4,199	\$ 32.44	\$136,215.56	
	Inter-City (to Coalinga)	1	1,976	\$ 32.44	\$ 64,101.44	\$200,317.00
Kingsburg Transit	Intra City	2	4,368	\$ 32.44	\$141,697.92	\$141,697.92
Kingsburg Reedley College Transit	Inter-City(to Reedley)	1	1,976	\$ 32.44	\$ 64,101.44	\$ 64,101.44
Mendota Transit	Intra-City	1	2,470	\$ 32.44	\$ 80,126.80	\$ 80,126.80
Orange Cove Transit	Intra-City	1	2,470	\$ 32.44	\$ 80,126.80	
	Inter-City (to Fresno)	1	2,470	\$ 32.44	\$ 80,126.80	\$ 160,253.60
Parlier Transit	Intra-City	1	1,976	\$32.44	\$ 64,101.44	\$ 64,101.44
Rural Transit	County	3	2,000	\$32.44	\$ 64,880.00	\$ 64,880.00
Sanger Transit	Intra-City	4	7,146.75	\$32.44	\$231,840.57	
	Inter-City (to Reedley)	1	1,976.00	\$32.44	\$ 64,101.44	\$295,942.01
San Joaquin Transit	Intra-City	1	2,470.00	\$32.44	\$ 80,126.80	\$ 80,126.80
Selma Transit	Intra-City	4	7,904	\$32.44	\$256,405.76	
	Intra-City	1	416	\$32.44	\$ 13,495.04	\$269,900.80
Shuttle Transit	Fresno	1	500	\$32.44	\$ 16,220.00	\$ 16,220.00
Southeast Transit	Inter-City	1	2,108	\$32.44	\$ 68,383.52	\$ 68,383.52
Westside Transit	Inter-City	1	2,108	\$32.44	\$ 68,383.52	\$ 68,383.52
Maintenance Shuttle	Rural Areas		3,968	\$27.07	\$107,413.76	\$107,413.76
CNG Service Tech	Rural Areas	1	1,808	\$43.30	\$ 78,286.40	\$ 78,286.40
Vehicle Maintenance	Rural Areas		6,298.50	\$69.86	\$440,013.21	\$440,013.21
Vehicle Detailing	Rural Areas		1,976	\$25.00	\$ 49,400.00	\$ 49,400.00
FEOC TOTALS		39	78,656.75		\$2,866,173.92	\$2,603,582.16

Fresno County Rural Transit Agency

Services Map



Exhibit 3
FCRTA Service Area County Map



Updated: 5/23/2017

Sources: Esri, USGS, NOAA

Exhibit - 4

Auberry Transit Service Area Map

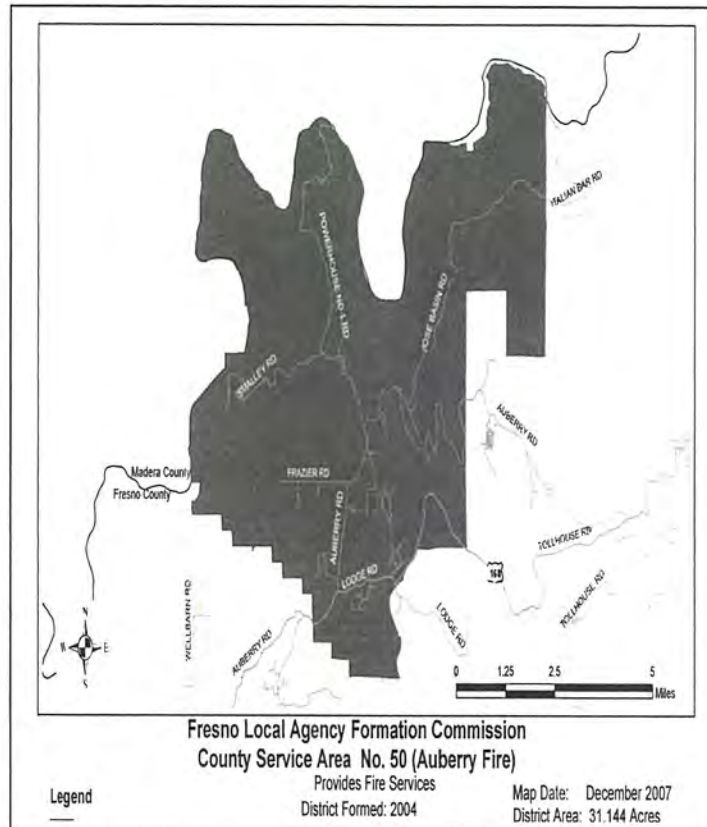


Exhibit - 5

Del Rey Transit Service Area Map

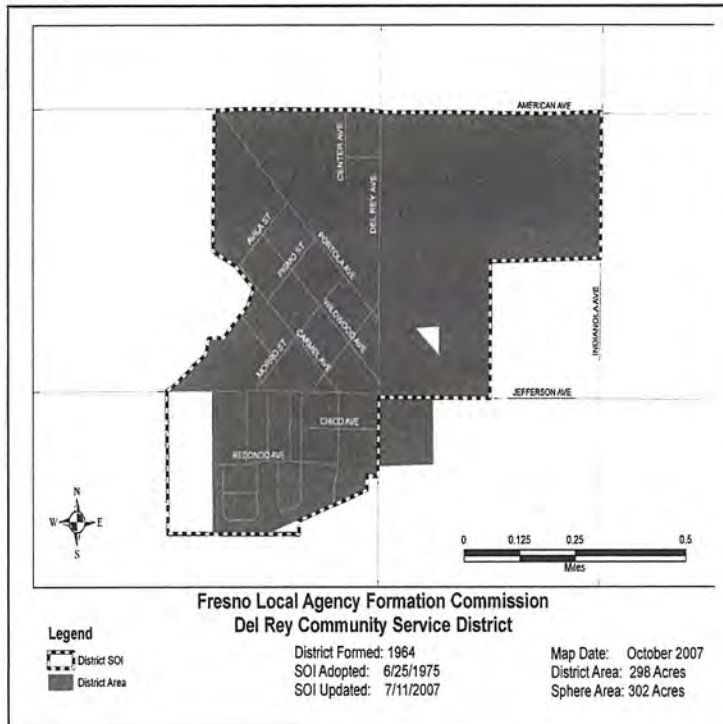


Exhibit - 6

Firebaugh Sphere of Influence / Transit Service Area Map

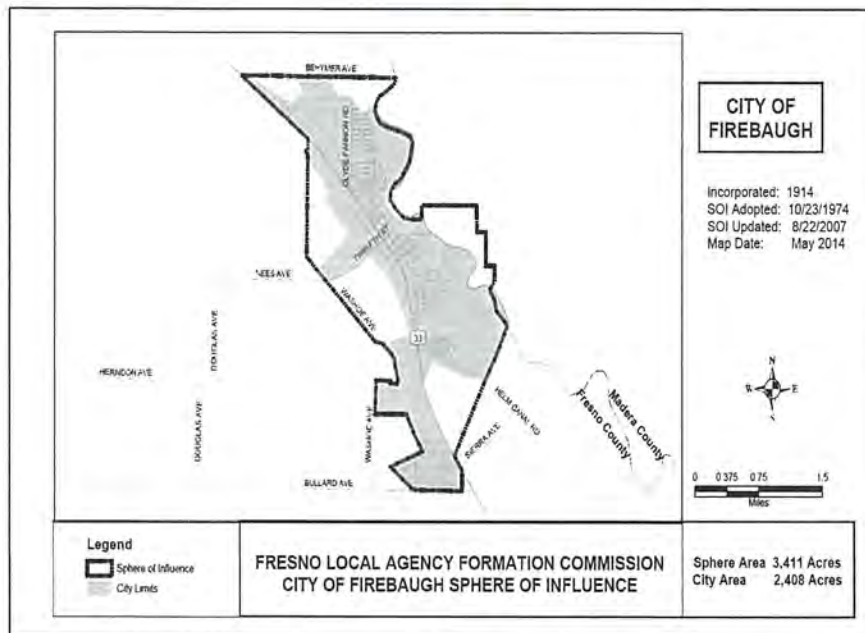


Exhibit - 7

Fowler Sphere of Influence / Transit Service Area Map

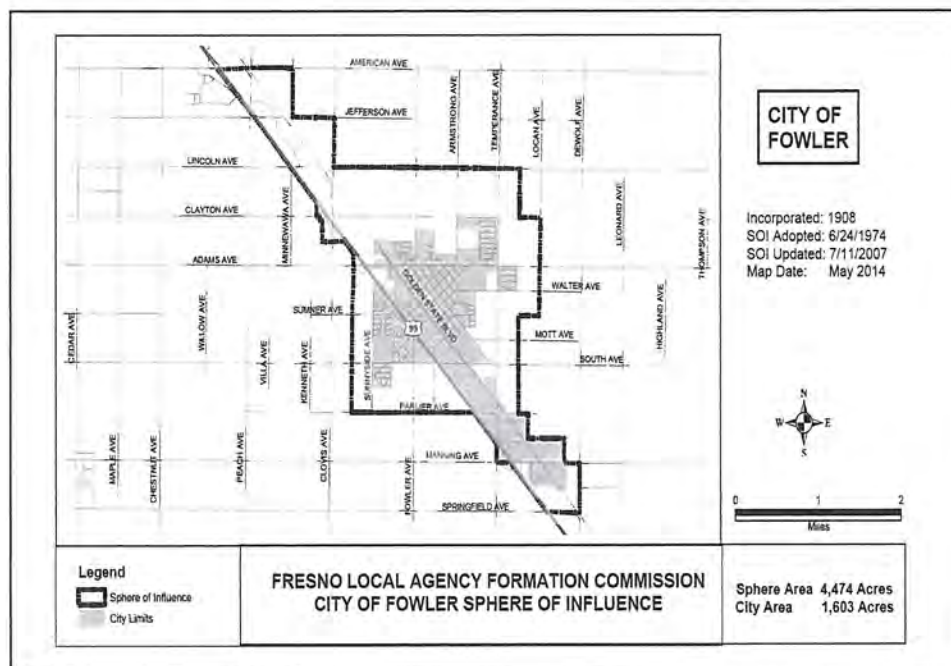


Exhibit - 8

Huron Sphere of Influence / Transit Service Area Map

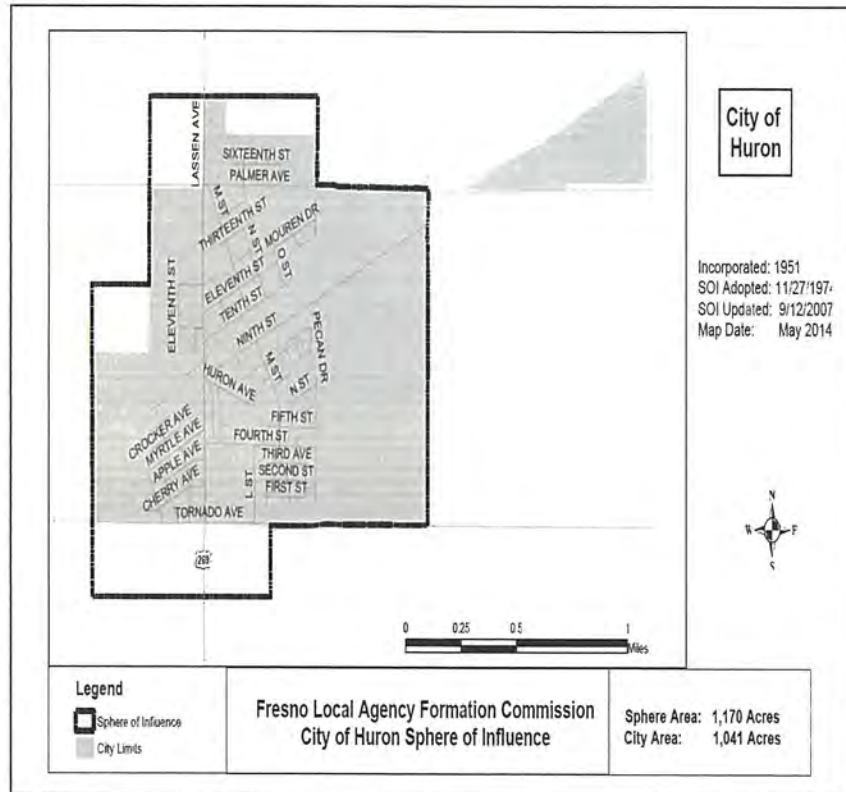


Exhibit - 9
Kingsburg Transit Service Area Map

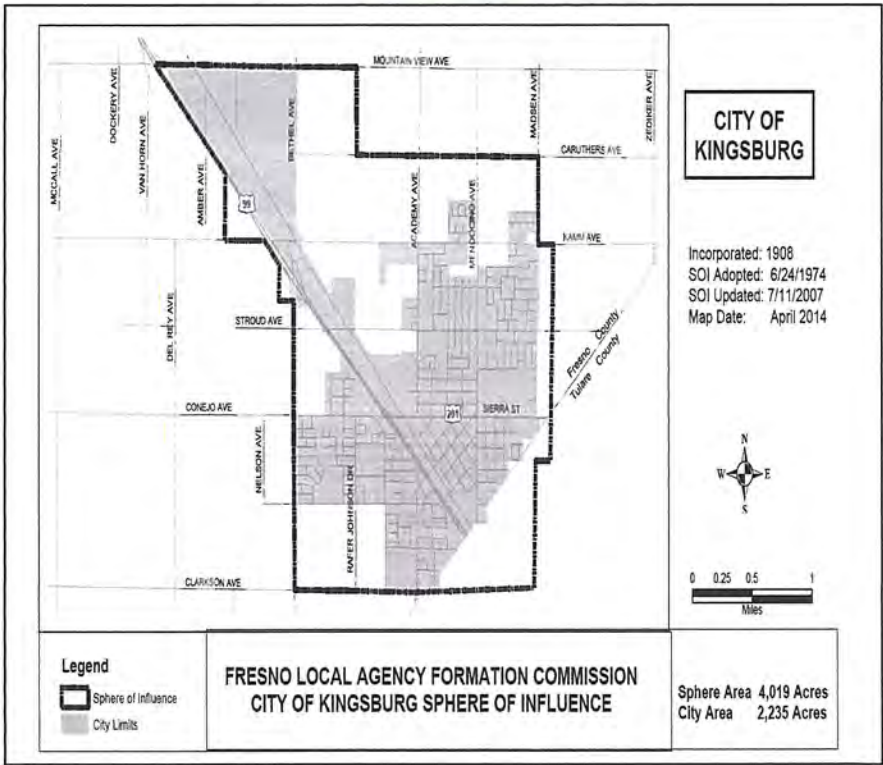


Exhibit - 10

Mendota Sphere of Influence / Transit Service Area Map

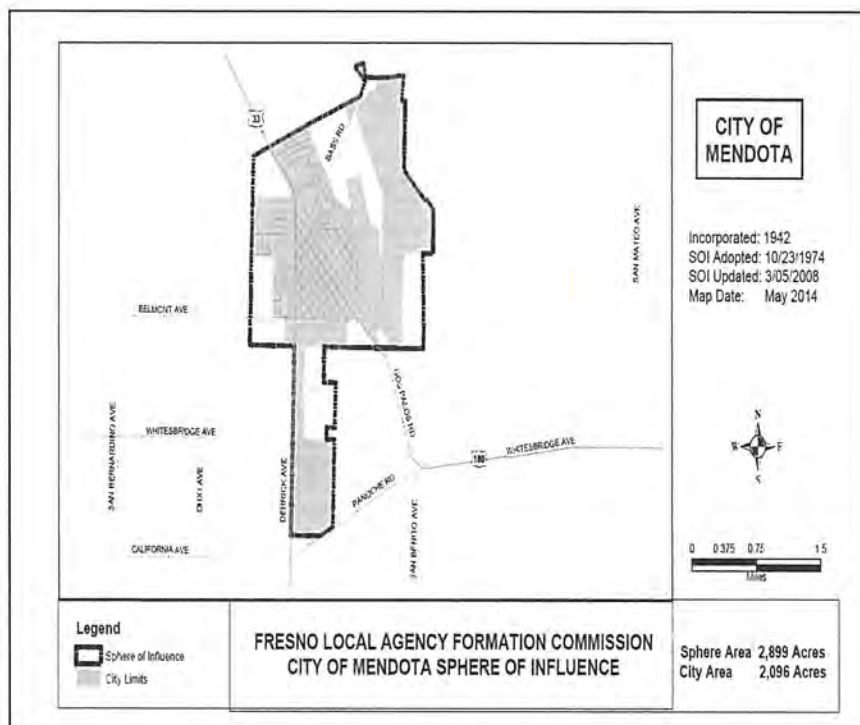


Exhibit - 11

Orange Cove Sphere of Influence / Transit Service Area Map

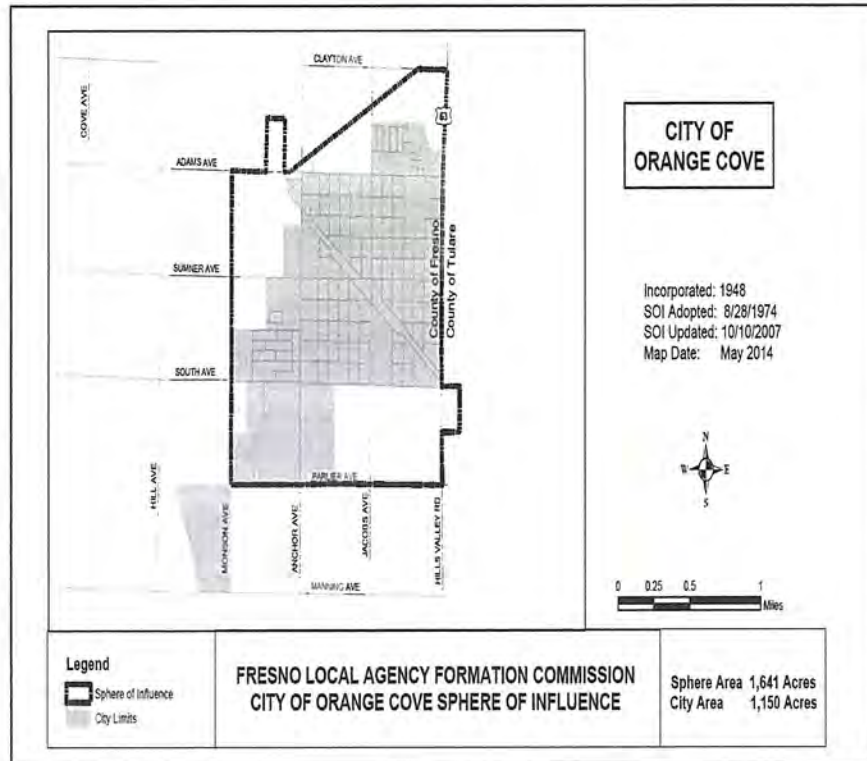
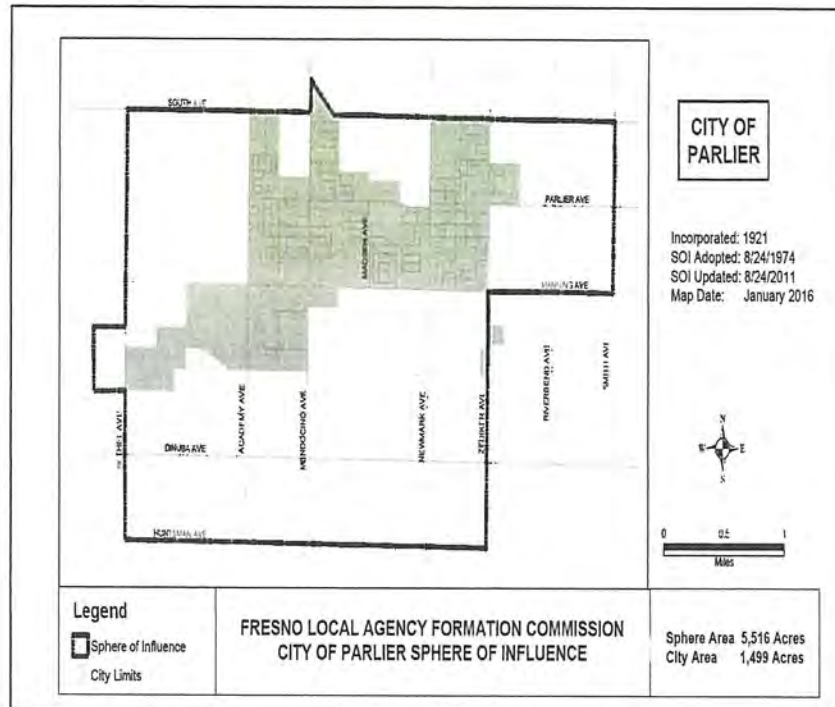


Exhibit - 12

Parlier Sphere of Influence / Transit Service Area Map



Fresno County Rural Transit Agency

Services Map



Exhibit 13
Rural Transit Service Area Map

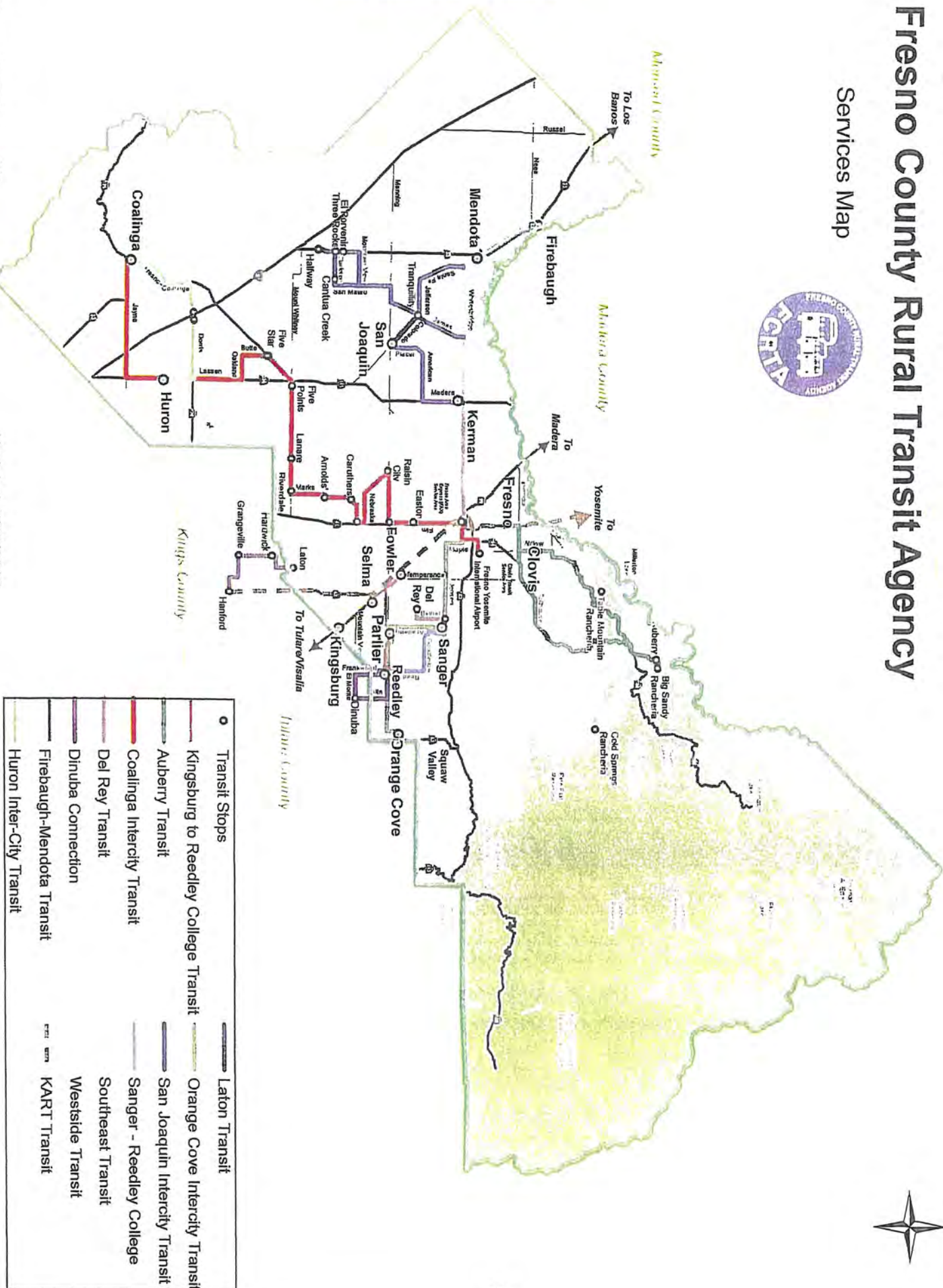


Exhibit - 14
Sanger Sphere of Influence / Transit Service Area Map

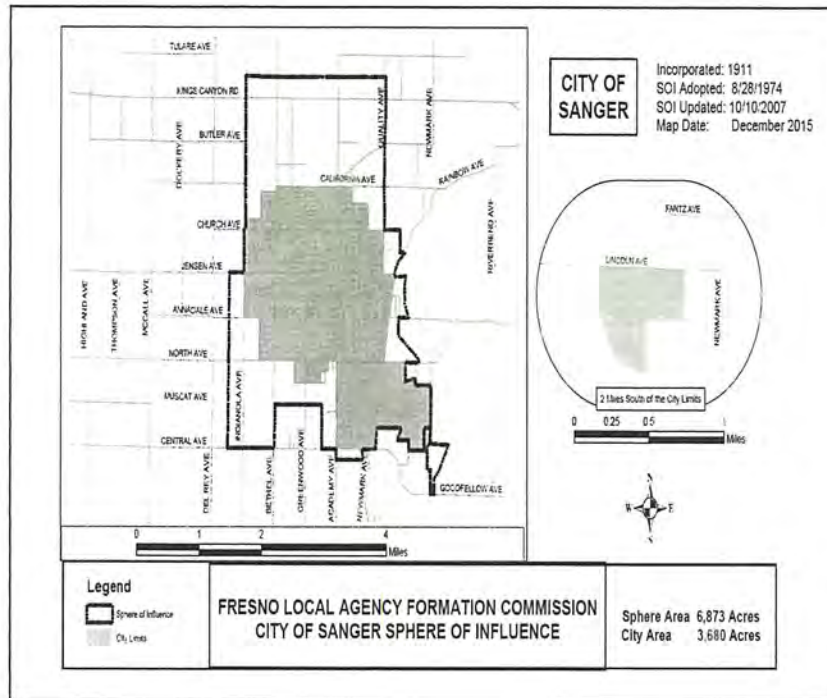


Exhibit - 15
San Joaquin Sphere of Influence / Transit Service Area Map



Exhibit - 16
Selma Sphere of Influence / Transit Service Area Map

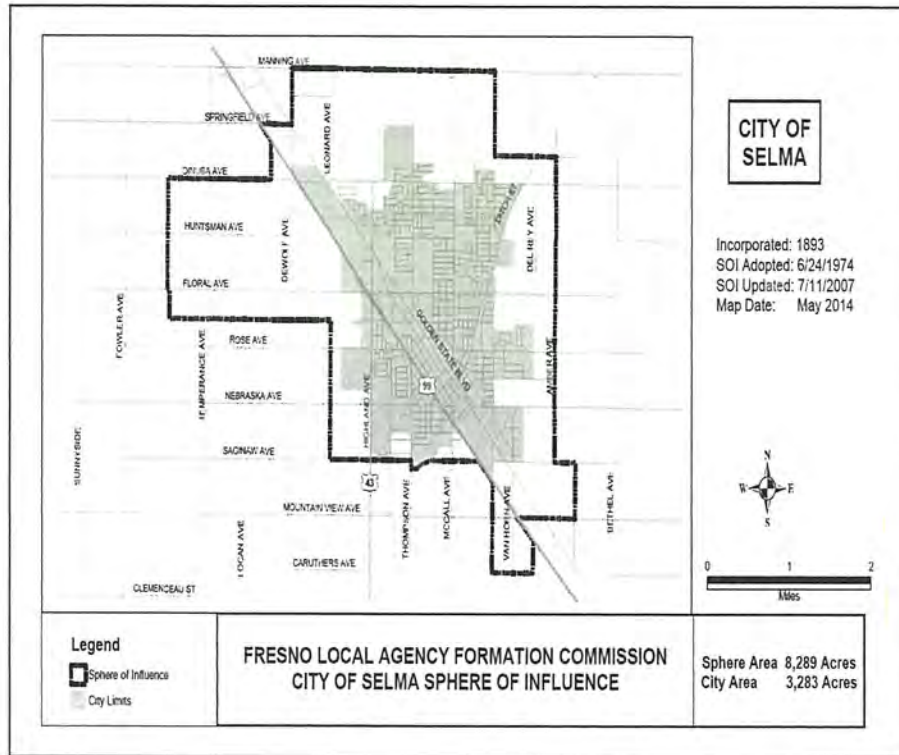


Exhibit - 17
Shuttle Transit Service Area Map

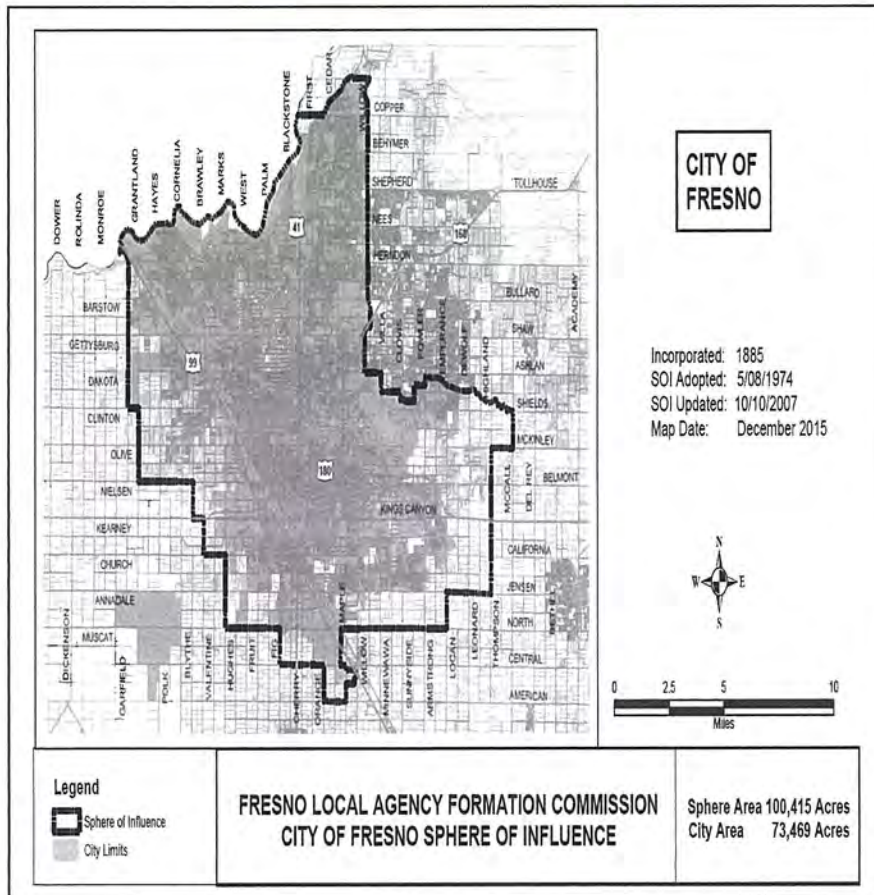


Exhibit - 18
Southeast Transit Service Area Map



Exhibit - 19
Westside Transit Service Area Map

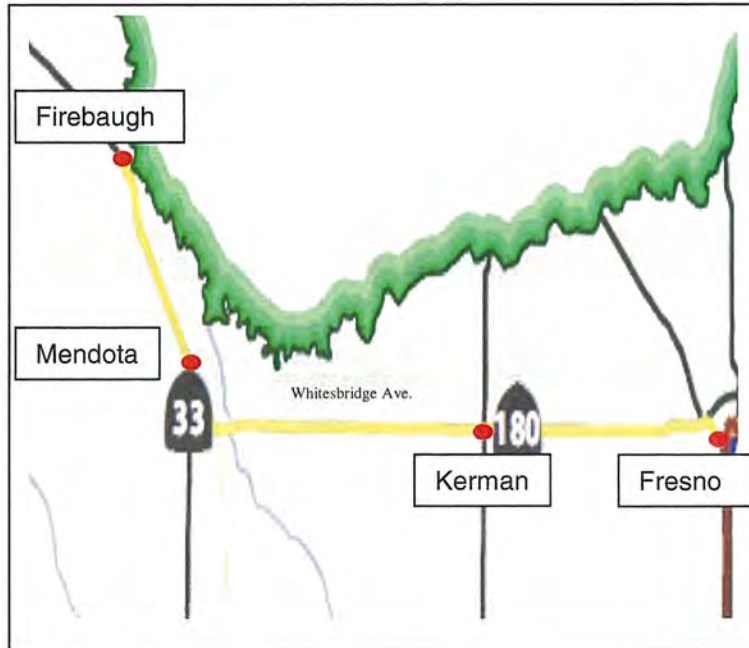


Exhibit - 20
Orange Cove Intercity Transit Service Area Map

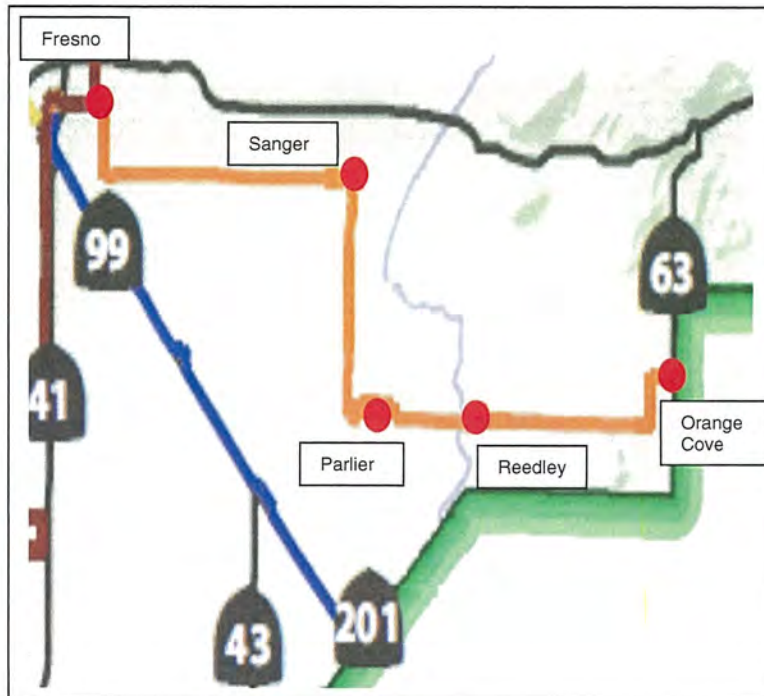


Exhibit - 21
Kingsburg – Reedley College Transit Service Area Map

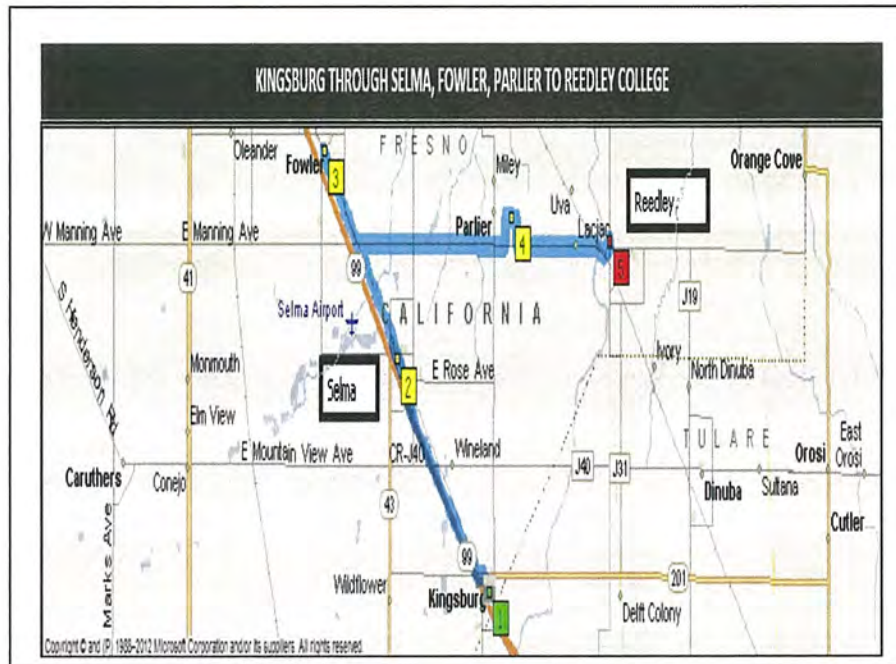


EXHIBIT 22

Fresno County Rural Transit (FCRTA) Holiday Schedule 7/4/17 through 5/27/18

	Tuesday Independence Day 7/4/2017	Monday Labor Day 9/4/2017	Monday Columbus B'Day 10/9/2017	Friday Veteran's Day 11/10/2017	Thursday Thanksgiving Day 11/23/2017	Friday Thanksgiving Day After Friday 11/24/2017	Monday Christ. Day 12/25/2017	Monday New Years Day 1/1/2018	Monday M.L. King Day 1/15/2018	Lincoln's B'Day 2/13/2018	Monday Presidents Day 2/19/2018	Friday Cesar Chavez 3/30/2018	Monday Memorial Day 5/28/2018
AUBERRY	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
DEL REY	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
FIREBAUGH	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
FOWLER	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
HURON	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
HURON INTER	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
INTER-CONNECTION	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
KINGSBURG	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
KINGSBURG TO REEDLEY COLLEGE	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
MENDOTA	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
MENDOTN FB	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
ORANGE COVE In	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
ORANGE COVE Inter	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
PARLIER	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
SANGER/REEDLEY	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
SAN JOAQUIN	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
SANGER	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
SELMA	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
SOUTHEAST	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
WESTSIDE	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
WHC TO FIREBAUGH	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
RURAL TRANSIT	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF

" GOOD FRIDAY IS NOT AN EOC HOLIDAY

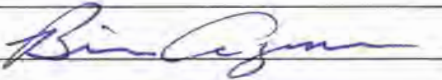
Employee must utilize their vacation for this 1/2 day/(or full day) (or off without pay)

••••HOLIDAY SCHEDULE SUBJECT TO CHANGE BASED ON EACH CITY OBSERVANCE

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Disclosure of Lobbying Activities

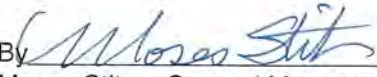
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract <u>a</u> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <u>c</u> a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing <u>a</u> b. material change For material change only: Year <u>17</u> /18 _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime <u>X</u> Subawardee Tier _____, if Known: Congressional District, <i>if known</i> : 4, 16, 21, 22	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Fresno County Rural Transit Agency 2035 Tulare Street, Suite 201 Fresno, CA 93721 Congressional District, <i>if known</i> : 4, 16, 21, 22	
6. Federal Department/Agency: Federal Transit Administration	7. Federal Program Name/Description: FTA Section 5311 CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, <i>if known</i>:	9. Award Amount, <i>if known</i>: \$ 2,603,582.16	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> None	
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 reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Brian Angus Title: CEO Telephone No.: 559-263-1000 Date: 6/30/17 _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

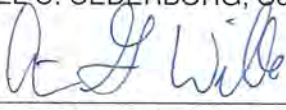
FRESNO COUNTY RURAL TRANSIT

By 
Moses Stites, General Manager

FRESNO ECONOMIC OPPORTUNITIES COMMISSION

By 
Brian Angus, FEOC Chief Executive Officer

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

By 
ARTHUR WILLE, Senior Deputy County Counsel

AMENDMENT TO AGREEMENT

**2017-2018 TRANSIT SERVICES AGREEMENT BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
FRESNO ECONOMIC OPPORTUNITIES COMMISSION**

THE AGREEMENT entered into and effective as of July 1, 2017, by and between the FRESNO COUNTY RURAL TRANSIT AGENCY (hereinafter referred to as “FCRTA”) and FRESNO ECONOMIC OPPORTUNITIES COMMISSION (herein referred to as “CONTRACTOR”) is hereby amended as follows:

1. Article XXIV, Item I on Page 17 is deleted in its entirety and replaced with the following language:

“Notwithstanding the aforementioned clauses, this Contractual Agreement shall terminate on June 30, 2018 unless extended by the written consent of both parties.”

2. The first paragraph of Article XXV on Page 17 of the Agreement is deleted in its entirety and replaced with the following language:

The FCRTA and the Contractor may renegotiate the Agreement to provide for the extension of the terms of the Agreement, which may include, but are not limited to: provision of month-to-month extension of the services described in the Agreement; modifying the Transit Service Area; modifying the level of service; modifying cost of service; and/or basis for contract awards and penalties.

3. Delete Exhibit 2 in its entirety, and replace with Revised Exhibit 2, which is attached hereto and incorporated herein by this reference.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement and not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this document the ____ day of _____, 2018.

FRESNO COUNTY RURAL TRANSIT

By _____
MOSES STITES, General Manager

FRESNO ECONOMIC OPPORTUNITIES COMMISSION

By _____
Brian Angus, FEOC Executive Director

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

By _____
ARTHUR WILLE, Senior Deputy County Counsel

AMENDMENT 2

Exhibit 2

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2017-18

FCRTA Subsystems	Service Type	Number of Vehicles to Provide Service	Total Vehicle Service Hours	Hourly Contract Service Rate	Subtotal of Service Contracts	FEOC Contract Totals
Auberry Transit	Intra-Community (Mountains)	1	1,736.00	\$ 32.44	\$ 56,315.84	\$ 68,967.44
	Inter-Community (to Fresno)	1	390.00	\$ 32.44	\$ 12,651.60	
Del Rey Transit	Inter Community (to Sanger)	1	1,736.00	\$ 32.44	\$ 56,315.84	\$ 56,315.84
Firebaugh Transit	Intra City	1	2,232.00	\$ 32.44	\$ 72,406.08	\$ 150,846.00
	Inter-City (to Mendota)	1	2,418.00	\$ 32.44	\$ 78,439.92	
Fowler Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Huron Transit	Intra-City	2	4,216.00	\$ 32.44	\$ 136,767.04	\$ 199,116.72
	Inter-City (to Coalinga)	1	1,922.00	\$ 32.44	\$ 62,349.68	
Kingsburg Transit	Intra City	2	4,384.00	\$ 32.44	\$ 142,216.96	\$ 142,216.96
Kingsburg-Reedley College Transit	Inter-City (to Reedley)	1	2,294.00	\$ 32.44	\$ 74,417.36	\$ 74,417.36
Mendota Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Orange Cove Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 146,823.44
	Inter City (to Fresno)	1	2,542.00	\$ 32.44	\$ 82,462.48	
Parlier Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Rural Transit	County	3	2,008.80	\$ 32.44	\$ 65,165.47	\$ 65,165.47
Sanger Transit	Intra-City	4	7,936.00	\$ 32.44	\$ 257,443.84	\$ 345,356.24
	Saturday	1	416.00	\$ 32.44	\$ 13,495.04	
	Inter-City (to Reedley)	1	2,294.00	\$ 32.44	\$ 74,417.36	
San Joaquin Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Selma Transit	Intra City	4	7,936.00	\$ 32.44	\$ 257,443.84	\$ 270,938.88
	Saturday	1	416.00	\$ 32.44	\$ 13,495.04	
Shuttle Transit	Fresno	1	508.40	\$ 32.44	\$ 16,492.50	\$ 16,492.50
Southeast Transit	Inter-City	1	2,170.00	\$ 32.44	\$ 70,394.80	\$ 70,394.80
West Park Transit	Inter-City	1	1,240.00	\$ 32.44	\$ 40,225.60	\$ 40,225.60
Westside Transit	Inter-City	1	2,294.00	\$ 32.44	\$ 74,417.36	\$ 74,417.36
Maintance Shuttle	Rural Areas	0	3,984.00	\$ 27.07	\$ 107,846.88	\$ 107,846.88
CNG Service Tech	Rural Areas	1	1,472.00	\$ 43.30	\$ 63,737.60	\$ 63,737.60
Vehicle Maintenance	Rural Areas	0	6,324.00	\$ 69.86	\$ 441,794.64	\$ 441,794.64
Vehicle Detailing	Rural Areas	0	1,984.00	\$ 25.00	\$ 49,600.00	\$ 49,600.00
FEOC TOTALS		36	74,773.20	--	\$ 2,642,117.57	\$ 2,642,117.57

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Attachment 6

Recent Month FEOC Operations Report

FCRTA Accidents Form FY 16-17							<div style="text-align: center;"> <p>Accidents for Month of <u>September</u></p> <p><small>Fill out information blanks below to report if an FCRTA vehicle and/or personnel were involved in an accident. Read the "Definition of Accident" text to see what is</small></p> </div>
Date	Vehicle Number & Mileage	Driver Name, Vehicle Service Area or Route	Exact Location (Street/Road or place) of Accident	Names & Contact info of others involved (See file for accident OR Is there a file for accident?)	Type of Incident (Choose from Categories #1 through #5)	Follow-up actions, status. Has this been closed out?	
<p style="text-align: center;">Please read definitions below to better understand how to fill out Accidents/Incidents form.</p>							
9/30/2016	167; 23712	Larena-Mancha	Taco Bell on Floral in Selma		Minor scratch on top right roof (corner) of vehicle #167 (pending inspection of vehicle)	Investigation of accident	<p style="text-align: center;">Definition of Accident for purposes of this report form:</p>
							<p>Accident: When an FCRTA vehicle incurs or causes damage as the result of colliding with a person, an object, or another vehicle and causes: 1) Injury or death to a person; 2)</p>
							More Space for Reporting Details if needed
Date	Vehicle Number & Mileage	Driver Name, Vehicle Service Area or Route	Exact Location (Street/Road or place) of Accident	Names & Contact info of others involved (See file for accident OR Is there a file for accident?)	Type of Incident (Choose from Categories #1 through #5)	Follow-up actions, status. Has this been closed out?	<p>More Space for Reporting Details if needed</p>

FCRTA Incidents Form FY 16-17

Incidents for Month of September 2016

Fill out information blanks below to report if an FCRTA vehicle and/or personnel were involved in an incident. Read the "Definition of Incident" text to see what is considered an incident by

Date	Vehicle Number & Mileage	Driver Name, Vehicle Service Area or Route	Exact Location (Street/Road or place) of Incident	Names & Contact info of others involved (See file for incident OR Is there a file for incident?)	Type of Incident (Choose from Categories #1 through #5)	Follow-up actions, status. Has this been closed out?	Please read definition below to better understand how to fill out Incidents form.
9/6/2016	n/a	Primary Driver for Kingsburg-Reedley College route	Kingsburg-Reedley College		Supervisor Over-sight.	Selma Transit transported two students from Parlier to Reedley College. Parlier Transit transported four students from Parlier to Reedley College.	Incident: When an FCRTA vehicle or personnel are involved in the following: 1) A fall or stumble by a rider when rider is on a bus, attempting to board a bus, or departing a bus; 2) Anything that damages a rider's wheelchair, other ambulatory device, or belongings; 3) A health or safety emergency which includes any kind of episode that forces the driver to stop the bus, pull over and either provide assistance to the rider or radio for Police/Medical Assistance; 4) Rider misbehavior (not following bus riding rules) that causes disruption to the vehicle operator; 5) Any argument, violent or non-violent confrontation on or near a bus. <div style="text-align: center;">More Space for Reporting Details if needed</div>
9/7/2016	162	Maria Valdez about 2:45 PM, Mendota CA.	1225 Oller, Mendota	A three year old pasanger with an adult named Maria Marcel.	1 Trip/Fall	Drivers will be provided training on vehicle ramp use	
9/7/2016	189	Manuel Partida	600 Park Blvd. Orange Cove, CA	Charlie (391-7025)	Driver alleged passenger's baby was oversized	Mobility training to be provided to drivers	
9/8/2016	n/a	Fresno, CA	Fresno Hosted Servie Interrupt	Ken Banks, director of product development for Mobilitat.	Tablets started losing service prompting a call to Mobilitat.	The restart of the virtual machine allowed everyone to log back in and services to resume.	
9/8/2016	n/a	Orange Cove Transit	Orange Cove, CA	Charlie (391-7025)	Charlie was not allowed on the bus due to his baby stroller - the type that jogggers use.	Recommended to strap stroller to the luggage rack.	
9/8/2016	147	Jose Duarte	HarrisRanch-BurgerKing BusStop	n/a	Bus stop inaccessible	Monitor construction on 198/33 prevents driver from stopping at Harris Ranch/Burger King.	
9/15/2016	n/a	WHC/Firebaugh	San Joaquin Library	Bertha Felix-Mata, Director West Hills College NDC 559-934-2849	Passengers missed their classes because bus was a no show	Hiring more drivers to fill void left with sick calls/long term leave.	
9/20/2016	125	Lupita Mendoza Orange Cove-In	560 Adams, Orange Cove	Juan Nunez 559-595-4469	Passenger alleged driver left without picking him up	Driver was informed to notify dispatchers before canceling any trip.	
9/24/2016	151	Steve Torrez; Kingsburg	151 Orange St., Kingsburg	Larry Myers 559-381-3751	Passenger complaint about vehicle seating arrangement and size of vehicle	Called Mr. Myers and spoke with him regarding the type of buses that FCRTA owns. Informed Mr. Myers to call Transit office of any concern (making arrangements for face-to-face meeting)	
9/26/2016	119	Ying Yang, KWC	West Hills College	Veronica (San Joaquin)	Bus ran late getting to the stop. Cusomter called and complained.	Counseled driver to notify supervisor if route runs late for any reason in the future.	
9/27/2016	119	Ying Yang, KWC	Transit Systems Office	n/a	Driver failed to fuel the vehicle the previous day causing KWC route bus to run 25 minutes late.	Counseled driver to fuel vehicle each day at the end of the shift.	
9/28/2016	192	Manuel Partida; Orange Cove Inter	Downtown Fresno/Amtrak Station	n/a	Bus ran an hour late getting to the bus stops in Fresno due to traffic near downtown Fresno.	n/a	
9/28/2016	190	Angela Garza; Southeast	Amtrak Station	Nancy from Kingsburg	Bus ran late getting to the stop due to traffic near downtown Fresno. Customer complained.	Arranged for Selma Transit to wait for passenger at the WIC bench in Selma to transport passenger to her home.	
List Injuries		List Damaged Items/Belongings (Something that needs to be repaired, replaced, or			Total Number of Incidents for Month		More Space if Needed

Make more Rows and Columns below if needed to include more incidents for this Month

FCRTA Service Interruption Form FY 16-17

Reporting of Downed Routes or Demand Response Services

Fixed Routes Not Operating Month of September 2016

Fill out information blanks below to report when Fixed Route Operations cannot be performed due to lack of drivers or any other reason.

Route	Date & Time of Interruption	Time of route resumption	Reason For Interruption	<u>Driver Out:</u> Regular or Backup	Name of Supervisor or reporter
KRC	9/6/16 7 am - 8:30 am	8:30 AM	Oversight-driver schedule	Regular driver	Kizito
KWC	9/15/16 5:45am -7:30am	7:30 AM	Driver shortage	Regular driver	Kizito
Mendota-Firebaugh	9/20/16 6:45am-2pm	2:00 PM	Driver shortage	Regular driver	Kizito
Auberry Inter-City	9/20/16 8am-5pm	Down all day	Driver shortage	Regular driver	Kizito

FCRTA Service Interruption Form FY 15-16

Reporting of Downed Routes or Demand Response Services

Demand Response Service Not Operating Month of September 2016

Fill out information blanks below to report when Demand Response (Intra-City) Operations cannot be performed due to lack of drivers or any other reason.

Demand Response Service	Date & Time of Interruption	Time of route resumption	Reason For Interruption	<u>Driver Out:</u> Regular or Backup	Name of Supervisor or reporter
Auberry In-City	9/20/16 8am - 2:30pm	Down all day	Driver shortage	Regular driver	Kizito
Huron II	9/20/16 7am - 5pm	Down all day	Driver shortage	Regular driver	Kizito
Selma II	9/20/16 7:30am - 4:30pm	Down all day	Driver shortage	Regular driver	Kizito
Sanger II	9/20/16 7am - 9am	9:00 AM	Driver shortage	Regular driver	Kizito
Coalinga In-City	9/20/16 7am-5pm	Down all day	Driver shortage	Regular driver	Kizito
Coalinga In-City	9/20/2016	Down all day	Driver shortage	Regular driver	Kizito
Sanger	9/24/16 11:30am-11:45am	11:45 AM	Door came open	n/a (regular driver, Antonio Nunez)	Kizito

FCRTA On-Time Performance Form FY 16-17

Reporting of Fixed Route On-Time Performance

Fill out information blanks below to report routes that are not on-time (over 5 minutes late), how much time a route is late by, and how many times a route is late.

[illegible]

FCRTA On-Time Performance Form FY 15-16									
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Reporting of Demand Response On-Time Performance	
1	100%
2	95%
3	90%
4	85%
5	80%
6	75%
7	70%
8	65%
9	60%
10	55%
11	50%
12	45%
13	40%
14	35%
15	30%
16	25%
17	20%
18	15%
19	10%
20	5%
21	0%

Month of September 2016

Fill out information blanks below to report Demand Response Services that are not on-time (over 30 minutes late), how much time a service is late by, and how many times a service is late.

[illegible]

FCRTA Driver Request Form FY 16-17

City of Coalinga

[illegible]

FCRTA Customer Complaint Summary FY 16-17

Customer Complaints for Month of September 2016

Fill out information blanks below to report any complaint that is judged by FCRTA to require documentation and/or investigation.

[illegible]

FCRTA No-Show & Trip Denial Form FY 16-17

Reporting of Demand Response No-Shows & Trip Denials

Month of September 2016

Fill out information blanks below to report when No-Shows or Trip Denials occur. Mark down in box NS for No-Show or TD for Trip Denial.

No Show: A trip is considered to be a No-Show when a rider either cancels a trip less than 2 hours before the scheduled pick-up time or when the driver arrives within the

Trip Denial: A trip is considered to be a denied trip when it is turned down by FCRTA because of a lack of capacity and also when the trip is scheduled but the vehicle

Date/Time of No Show or Trip Denial	Demand Response Service	No Show or Trip Denial NS or TD	Name of Driver	Reason for No Show or Trip Denial	Any follow up or investigation of No Show or Trip Denial
9/28/16 10:45 AM	Special rider	No show	Phil Grove	Scheduling error	Discussed communication with dispatchers
Date/Time of No Show or Trip Denial	Demand Response Service	No Show or Trip Denial NS or TD	Name of Driver	Reason for No Show or Trip Denial	Any follow up or investigation of No Show or Trip Denial
Total No-Shows		Total Trip Denials			

Attachment 7

Union Represented Employees assigned to FCRTA

Fresno EOC Transit Systems FCRTA ATU as of February 28, 2018

Job Title	Date in Current ATU Position	Rate	Per	Er Med Contribution	Er Life Contribution	Total Er Contribution
03033-CNG Mechanic	12/31/2012	26.56	Hour	1,080	14.53	1,094.53
03010-FCRTA TD (Van)	11/28/2017	11.00	Hour	0	2.15	2.15
03010-FCRTA TD (Van)	11/12/2014	12.47	Hour	1,080	9.03	1,089.03
03010-FCRTA TD (Van)	7/14/2014	12.47	Hour	0	2.15	2.15
03010-FCRTA TD (Van)	5/22/2015	12.47	Hour	1,080	11.18	1,091.18
03010-FCRTA TD (Van)	11/3/2011	13.24	Hour	550	11.83	561.83
03010-FCRTA TD (Van)	5/13/2013	13.24	Hour	1,080	11.83	1,091.83
03010-FCRTA TD (Van)	7/1/2013	13.24	Hour	550	10.32	560.32
03010-FCRTA TD (Van)	7/1/2013	13.24	Hour	550	11.83	561.83
03010-FCRTA TD (Van)	7/1/2009	13.24	Hour	0	2.15	2.15
03010-FCRTA TD (Van)	4/25/2011	13.24	Hour	1,080	11.83	1,091.83
03010-FCRTA TD (Van)	7/2/2007	13.24	Hour	1,080	11.83	1,091.83
03010-FCRTA TD (Van)	3/30/1992	13.24	Hour	550	11.83	561.83
03015-Para-Transit Driver	6/26/2015	12.47	Hour	1,080	11.18	1,091.18
03015-Para-Transit Driver	10/13/2009	13.24	Hour	1,080	9.68	1,089.68
03031-FCRTA Shuttle Driver	10/30/2017	13.01	Hour	550	11.61	561.61
03031-FCRTA Shuttle Driver	9/8/2014	13.93	Hour	1,080	12.47	1,092.47
03035-FCRTA TD W/Air Brakes	9/26/2017	12.50	Hour	0	2.15	2.15
03035-FCRTA TD W/Air Brakes	4/3/2017	13.13	Hour	550	11.83	561.83
03035-FCRTA TD W/Air Brakes	8/17/2009	15.40	Hour	1,080	13.76	1,093.76
03035-FCRTA TD W/Air Brakes	9/22/2011	15.40	Hour	550	12.9	562.90
03035-FCRTA TD W/Air Brakes	11/21/2008	15.40	Hour	1,080	13.76	1,093.76
03040-School Bus Driver	8/28/2002	15.40	Hour	550	12.9	562.90
03040-School Bus Driver	8/16/2004	15.40	Hour	550	12.9	562.90
03083-Transit Systems Mechanic III	12/28/2015	25.42	Hour	550	21.5	571.50
03083-Transit Systems Mechanic III	11/2/2015	25.42	Hour	550	21.5	571.50
00306-Vehicle Detailer	4/18/2016	11.00	Hour	0	0	0.00

03015-Driver Vacancy	xx/xx/xx	11.31	Hour	0	2.5	2.5
03015-Driver Vacancy	xx/xx/xx	11.31	Hour	0	2.5	2.5
03015-Driver Vacancy	xx/xx/xx	11.31	Hour	0	2.5	2.5
03015-Driver Vacancy	xx/xx/xx	11.31	Hour	0	2.5	2.5
03015-Driver Vacancy	xx/xx/xx	11.31	Hour	0	2.5	2.5
03015-Driver Vacancy	xx/xx/xx	11.31	Hour	0	2.5	2.5
03015-Driver Vacancy	xx/xx/xx	11.31	Hour	0	2.5	2.5
03035-Dispatcher	9/22/2011	15.40	Hour	550	12.9	562.90
03035 Dispatcher	11/21/2008	15.40	Hour	1,080	13.76	1,093.76
03035 Dispatcher	8/28/2002	15.40	Hour	550	12.9	562.90
03035 Dispatcher	8/16/2004	15.40	Hour	550	12.9	562.90
03035 Dispatcher	12/28/2015	13.78	Hour	550	21.5	571.50
03035 Dispatcher	11/2/2015	13.13	Hour	550	21.5	571.50
03035 Dispatcher	4/18/2016	12.50	Hour	0	0	0.00

Note: see RFP for percentages allocated to FCRTA Contract - Example, each of these 7 Dispatchers are .3 dedicated to FCRTA

Non-Union Employees Assigned to FCRTA (Percent)

Job Title	Hire Date
03046-Account Clerk (75%)	4/20/2015
03044-Account Clerk II (75%)	8/27/2001
03039-Dispatcher Supervisor (30%)	7/29/2013
03066-Maintenance Manager (100%)	8/13/2012
03078-Transit Operations and Financial Supervisor (32%)	5/30/2017
03087-Transit Systems Director (32%)	2/6/2017
03060-Transit Systems Supervisor I (40%)	4/7/1997
03060-Transit Systems Supervisor I (40%)	7/18/2011
03075-Transit Systems Supervisor III (40%)	10/26/2009
03075-Transit Systems Supervisor III (40%)	10/6/1986
03075-Transit Systems Supervisor III (40%)	8/29/2005

APPENDIX A

FRESNO COUNTY RURAL TRANSIT AGENCY FEDERAL DRUG AND ALCOHOL TESTING REGULATIONS CONTRACTOR COMPLIANCE GUIDELINES

Effective January 1, 1995, all contract service providers that perform safety-sensitive functions (as defined by Federal Transit Administration (FTA) rules) for the FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA) must comply with the FTA drug and alcohol testing regulations (49 CFR Part 653 and Part 654_ and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40). Non-compliance shall result in suspension or termination of contract and/or non-Payment of outstanding invoices.

For purposes of this compliance program, **safety sensitive employees** are defined as follows:

Those employees whose job functions are, or whose job descriptions include the performance of functions, related to the safe operation of mass transportation service.

The following are categories of safety-sensitive functions:

- operating a revenue service vehicle, including when not in revenue service;
- operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL);
- controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service;
- maintaining (including repairs, overhaul, and rebuilding) revenue service vehicles or equipment used in revenue service; and
- carrying a firearm for security purposes.

Any supervisor who performs or whose job description includes the performance of any function listed above is also considered a safety-sensitive employee.

IMPLEMENTATION GUIDELINES

The General Manager shall ensure that all Proposals or Requests for Proposals (RFPs) for services that include the performance of safety-sensitive functions as defined above shall include a provision requiring compliance with mandated DOT/FTA drug and alcohol testing regulations. The FCRTA reserves the right to audit the proposer's drug and alcohol testing program prior to awarding the contract.

Prior to start of work, the successful Proposer must certify to the General Manager that his/her firm is in compliance with the DOT/FTA regulations. (Compliance can be achieved through an in-house program or through a consortium.) The certification shall remain in effect during the term of the contract. A copy of the signed certification shall be sent by the Proposer to the FCRTA General Manager.

Using the EZ format prescribed by the FTA for the annual report (see appendix B to 49 CFR Part 653 and Part 654), each covered contractor shall send a quarterly drug and alcohol testing report to the General Manager. The quarterly report must be submitted no later than the 15th of the month following the close of each quarter. Continued payment of contractor invoices by the FCRTA is contingent upon contractor submission of the required reports on a timely basis and compliance with FTA-mandated rules.

On an annual basis, and no later than February 15 of each year, each covered contractor shall submit to the General Manager annual drug and alcohol testing data using the appropriate FTA prescribed forms. The report shall cover testing conducted during the previous calendar year.

The General Manager shall be responsible for filing the contractor's annual reports with the FTA. The reports shall be submitted to the FTA no later than March 15 of each year.

The General Manager for each covered contract shall be responsible for the ongoing monitoring of contractor compliance with DOT/FTA regulations, including ensuring that the quarterly and annual reports as described above are submitted on time.

On an annual basis, the FCRTA General Manager shall audit contractor compliance, which may include site visits.

The General Manager shall be responsible for coordinating contractor responses to the audit findings and ensuring the corrective actions are taken on a timely basis.

Moses Stites, RCTA General Manager

APPENDIX B

FCRTA Transit February 2018 FLEET COMPOSITION ROSTER – Add Shop Equipment!

	VEHICLE #	Vehicle Assignment	LICENSE #	FUEL	VIN #	SEATS	W/C	USAGE
1	RT 108	2006 BLUEBIRD BUS	1230410	CNG	1BAGJBMA36F240606	37	2	O/O/S
2	RT 109	2006 BLUEBIRD BUS	1230431	CNG	1BAGJBMA56F240607	37	2	O/O/S
3	RT 110	2006 BLUEBIRD BUS	1230327	CNG	1BAGJBMA76F240608	37	2	O/O/S
4	RT 111	2007 BLUEBIRD BUS	1346104	CNG	1BDJBMA67F257832	37	2	O/O/S
5	RT 112	2007 BLUEBIRD BUS	1312637	CNG	1BDJBMA87F257833	37	2	O/O/S
6	RT 113	2007 BLUEBIRD BUS	1346103	CNG	1BDJBMA7F257834	37	2	O/O/S
7	RT 114	2007 BLUEBIRD BUS	1312638	CNG	1BDJBMA17F257835	37	2	O/O/S
8	RT 115	2008 GMC GLAVAL TITAN	1327431	CNG	1GDE5V1G08F417185	22	2	SPARE
9	RT 116	2008 GMC GLAVAL TITAN	1327430	CNG	1GDE5V1G58F417375	22	2	SPARE
10	RT 117	2008 GMC GLAVAL TITAN	1339052	CNG	1GDE5V1G38F417293	22	2	SPARE
11	RT 118	2008 GMC GLAVAL TITAN	1327429	CNG	1GDE5V1G48F416945	22	2	SPARE
12	RT 119	2008 GMC GLAVAL TITAN	1327428	CNG	1GDE5V1G88F416883	22	2	REG
13	RT 120	2008 GMC GLAVAL TITAN	1339053	CNG	1GDE5V1G28F417138	22	2	REG
14	RT 121	2008 GMC GLAVAL TITAN	1327419	CNG	1GDE5V1G88F416818	22	2	SPARE
15	RT 122	2008 GMC GLAVAL TITAN	1327418	CNG	1GDE5V1G18F417096	22	2	SPARE
16	RT 123	2008 GMC GLAVAL TITAN	1327417	CNG	1GDE5V1G98F416696	22	2	SPARE
17	RT 124	2008 GMC GLAVAL TITAN	1327416	CNG	1GDE5V1G38F416788	22	2	SPARE
18	RT 125	2009 GMC GLAVAL TITAN	1331521	CNG	1GDE5V1G09F403322	22	2	SPARE
19	RT 126	2008 GMC GLAVAL TITAN	1327415	CNG	1GDE5V1G78F418074	22	2	SPARE
20	RT 127	2009 GMC GLAVAL TITAN	1327414	CNG	1GDE5V1G79F400935	22	2	SPARE
21	RT 128	2009 GMC GLAVAL TITAN	1327413	CNG	1GDE5V1G09F400940	22	2	SPARE
22	RT 129	2009 GMC GLAVAL TITAN	1327412	CNG	1GDE5V1G59F401257	22	2	SPARE
23	RT 130	2009 GMC GLAVAL TITAN	1327411	CNG	1GDE5V1G79F401955	22	2	SPARE
24	RT 131	2009 GMC GLAVAL TITAN	1327410	CNG	1GDE5V1G49F402156	22	2	REG
25	RT 132	2009 GMC GLAVAL TITAN	1327535	CNG	1GDE5V1G69F402272	22	2	REG
26	RT 133	2009 GMC GLAVAL TITAN	1327536	CNG	1GDE5V1G29F402124	22	2	REG
27	RT 134	2009 GMC GLAVAL TITAN	1327537	CNG	1GDE5V1G49F402447	22	2	SPARE
28	RT 135	2009 GMC GLAVAL TITAN	1327538	CNG	1GDE5V1G09F402171	22	2	SPARE
29	RT 136	2009 GMC GLAVAL TITAN	1327539	CNG	1GDE5V1G29F402365	22	2	SPARE
30	RT 137	2009 GMC GLAVAL TITAN	1327540	CNG	1GDE5V1G69F402319	22	2	SPARE
31	RT 138	2008 GMC GLAVAL TITAN	1327541	CNG	1GDE5V1G69F402658	22	2	SPARE
32	RT 139	2009 GMC GLAVAL TITAN	1327542	CNG	1GDE5V1G59F402294	22	2	SPARE
33	RT 140	2009 GMC GLAVAL TITAN	1327543	CNG	1GDE5V1G39F402407	22	2	SPARE
34	RT 141	2009 GMC GLAVAL TITAN	1327544	CNG	1GDE5V1G89F402466	22	2	SPARE
35	RT 142	2009 CHEVY SMALL TRANS	1322587	GAS	1GBDV13W58D211132	4	1	SPARE
36	RT 143	2009 CHEVY SMALL TRANS	1322587	GAS	1GBDV13W58D211132	4	1	SPARE
37	RT 144	2009 CHEVY UPLANDER	1322589	GAS	1GBDV13W48D211817	4	1	SPARE
38	RT 145	2009 CHEVY UPLANDER	1322588	GAS	1GBDV13W08D211877	4	1	SPARE
39	RT 146	2013 CHEVY ARBOC	1409579	GAS	1GB6G5BG6D1174673	17	3	REG
40	RT 147	2013 CHEVY ARBOC	1409581	GAS	1GB6G5BG6D1175171	17	3	REG
41	RT 148	2013 CHEVY ARBOC	1409582	GAS	1GB6G5BG6D1174707	17	3	REG
42	RT 149	2013 CHEVY ARBOC	1409580	GAS	1GB6G5BG6D1154152	17	3	REG
43	RT 150	2013 CHEVY ARBOC	1409584	GAS	1GB6G5BG6D1174384	17	3	REG
44	RT 151	2013 CHEVY ARBOC	1409583	GAS	1GB6G5BG6D1176294	17	3	REG
45	RT 152	2013 CHEVY ARBOC	1409586	GAS	1GB6G5BG6D1174947	17	3	REG
46	RT 153	2013 CHEVY ARBOC	1409587	GAS	1GB6G5BG6D1176095	17	3	SPARE
47	RT 154	2013 CHEVY ARBOC	1418627	GAS	1GB6G5BG6D1176306	17	3	REG
48	RT 155	2013 CHEVY ARBOC	1418663	GAS	1GB6G5BG6D1175753	17	3	REG
49	RT 156	2013 CHEVY ARBOC	1409466	GAS	1GB6G5BG6D1154861	17	3	REG
50	RT 157	2013 CHEVY ARBOC	1418577	GAS	1GB6G5BG6D1186768	17	3	REG
51	RT 158	2013 CHEVY ARBOC	1418545	GAS	1GB6G5BG6D1176224	17	3	REG
52	RT 159	2013 CHEVY ARBOC	1418610	GAS	1GB6G5BG6D1175781	17	3	REG
53	RT 160	2013 CHEVY ARBOC	1418578	GAS	1GB6G5BG6D1176130	17	3	REG
54	RT 161	2013 CHEVY ARBOC	1418552	GAS	1GB6G5BG6D1186811	17	3	SPARE
55	RT 162	2013 CHEVY ARBOC	1418551	GAS	1GB6G5BG6D1186478	17	3	SPARE
56	RT 163	2013 CHEVY ARBOC	1418765	GAS	1GB6G5BG6D1174374	17	3	REG
57	RT 164	2013 CHEVY ARBOC	1418698	GAS	1GB6G5BG6D1187028	17	3	SPARE
58	RT 165	2013 CHEVY ARBOC	1418699	GAS	1GB6G5BG6D1186188	17	3	REG
59	RT 166	2013 CHEVY ARBOC	1418772	GAS	1GB6G5BG6D1175355	17	3	REG
60	RT 167	2013 CHEVY ARBOC	1418773	GAS	1GB6G5BG6D1186010	17	3	REG
61	RT 168	2013 CHEVY ARBOC	1418697	GAS	1GB6G5BG6D1187277	17	3	REG
62	RT 169	2013 CHEVY ARBOC	1409588	GAS	1GB6G5BG6D1176039	17	3	REG
63	RT 170	2013 CHEVY ARBOC	1418770	GAS	1GB6G5BG6D1186056	17	3	SPARE
64	RT 171	2013 CHEVY ARBOC	1418771	GAS	1GB6G5BG6D1185833	17	3	SPARE
65	RT 172	2013 CHEVY ARBOC	1418919	GAS	1GB6G5BG6D1175042	17	3	SPARE
66	RT 173	2013 CHEVY ARBOC	1418694	GAS	1GB6G5BG6D1186873	17	3	SPARE
67	RT 174	2013 CHEVY ARBOC	1418626	GAS	1GB6G5BG6D1174658	17	3	REG
68	RT 175	2013 CHEVY ARBOC	1418768	GAS	1GB6G5BG6D1187012	17	3	REG
69	RT 176	2013 CHEVY ARBOC	1419188	CNG	1GB6G5BG6D1187249	13	3	REG
70	RT 177	2013 CHEVY ARBOC	1419189	CNG	1GB6G5BG6D1186418	13	3	SPARE
71	RT 178	2013 CHEVY ARBOC	1418695	GAS	1GB6G5BG6D1187428	10	6	SPARE
72	RT 179	2013 CHEVY ARBOC	1418629	GAS	1GB6G5BG6D1186838	10	6	SPARE
73	RT 180	2013 CHEVY ARBOC	1418696	GAS	1GB6G5BG6D1187377	13	3	SPARE
74	RT 181	2013 CHEVY ARBOC	1418625	GAS	1GB6G5BG6D1187748	13	3	SPARE
75	RT 182	2013 CHEVY ARBOC	1418733	GAS	1GB6G5BG6E1109115	13	3	SPARE
76	RT 183	2013 CHEVY ARBOC	1418734	GAS	1GB6G5BG6E1107982	13	3	SPARE
77	RT 184	2014 FORD 4 WHEEL VAN	1447611	GAS	1FTSS3EL3EDA56019	9	2	REG
78	RT 185	2014 FORD 4 WHEEL VAN	1447612	GAS	1FTSS3EL3EDA56020	9	2	SPARE
79	RT 186	2014 FORD F-450	1332152	GAS	1FDUF4GY0EEB67418	1	0	REG
80	RT 187	2014 FORD F-450	1332151	GAS	1FDUF4GY2EEB67419	1	0	REG
81	RT 188	2016 El Dorado	1474038	CNG	1N9AMALG3GC084086	35	4	REG
82	RT 189	2016 El Dorado	1474039	CNG	1N9AMALG5GC084087	35	4	REG
83	RT 190	2016 El Dorado	1474040	CNG	1N9AMALG7GC084088	35	4	REG
84	RT 191	2016 El Dorado	1474041	CNG	1N9AMALG9GC084089	35	4	REG
85	RT 192	2016 El Dorado	1474042	CNG	1N9AMALG5GC084090	35	4	SPARE
86	RT 193	2016 El Dorado	1474043	CNG	1N9AMALG7GC084091	35	4	SPARE
87	RT 194	2016 El Dorado	1474044	CNG	1N9AMALG9GC084092	35	4	SPARE
88	RT 195	2016 El Dorado	1474045	CNG	1N9AMALG0GC084093	35	4	SPARE
89	RT 196	2016 Zenith Ram 3500	1483706	Electric	3C6URVUG5GE131252	9	1	REG
90	RT 197	2016 Zenith Ram 3500	1483708	Electric	3C6URVUG7GE131253	9	1	SPARE
91	RT 198	2016 Zenith Ram 3500	1483707	Electric	3C6URVUG6GE131485	9	1	REG
92	RT 199	2016 Zenith Ram 3500	1483709	Electric	3C6URVUG8GE131519	9	1	REG
93	RT 200	2016 FORD E350 CHAMP	1528629	CNG	1FDFE4FS2GDC43366	12	2	SPARE
94	RT 201	2016 FORD E350 CHAMP	1528630	CNG	1FDFE4FS4GDC43367	12	2	SPARE

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Agreement Between

**FRESNO ECONOMIC
OPPORTUNITIES COMMISSION
and
AMALGAMATED TRANSIT UNION
LOCAL 1027**

January 1, 2017 through April 30, 2018

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PARTIES

This Collective Bargaining Agreement ("Agreement") is by and between the Fresno Economic Opportunities Commission (herein called "Fresno EOC") and Amalgamated Transit Union, Local 1027 (herein called "ATU").

ARTICLE 1 **SCOPE OF THE AGREEMENT**

Section 1.1 – Bargaining Unit

The term "employee" as it is used in this Agreement shall mean bargaining unit employees as defined under the National Labor Relations Act (NLRA) and as set forth in *Fresno Economic Opportunities Commission and Amalgamated Transit ATU, Local 1027* (2015) NLRB Case No. 32-RC-155529 as follows: All full-time and regular part-time drivers, CalWorks drivers. Head Start drivers, standby drivers, sub drivers, rural drivers, food delivery drivers, shuttle drivers, dispatchers, vehicle detailers, automotive technicians and mechanics employed by the Fresno EOC at or out of its existing facility in Fresno, California, excluding managers, office clerical employees, guards and supervisors as defined under the NLRA. Any questions or issues which are raised by either party concerning the inclusion or exclusion of employees within the bargaining unit, including disputes arising as a result of the acquisition or addition of additional facilities, which remain unresolved between the parties shall be submitted to the National Labor Relations Board (NLRB) for resolution.

The parties agree that the job classifications that the bargaining unit employees are employed in currently consist of the following: Head Start Bus Drivers, Standby Drivers, FCRTA Large Bus Drivers, FCRTA Cut-A-Way Drivers, Para-Transit Drivers, Food Production Drivers, Transit Mechanic I, Transit Mechanic II, Transit Mechanic III, Automotive Technician, CNG Mechanic, Detailer Lead, Detailer, Shuttle Driver and Dispatchers.

Section 1.2 – No Individual Agreements

The Fresno EOC recognizes it cannot make any individual agreements with any employees as to their terms and conditions of employment.

Section 1.3 – No Interference

Neither party shall interfere with the internal business of the other.

Section 1.4 – No Assignment

The rights, responsibilities, duties and obligations of either party to this Agreement may not be assigned.

ARTICLE 2 **UNION SECURITY**

Section 2.1 – Union Membership/Agency Fees

The Fresno EOC will advise new employees by way of an information packet provided by the ATU that they are members of the bargaining unit represented by the ATU and as a condition of employment, they must either become a member of the ATU or, in the alternative, pay to the



ATU an agency fee, following thirty (30) calendar days from the effective date of this Agreement, or thirty (30) calendar days after the beginning of their employment, whichever is later, and remain in good standing as provided by the NLRA.

Section 2.2 – Union Notification to Employees

The ATU shall be responsible for informing the employees of their rights to join the ATU and pay ATU dues or to pay agency fees.

Section 2.3 – Employer Notification to Employees

The Fresno EOC shall make known to the employees that it takes no position regarding whether employees wish to join the ATU or not. The Fresno EOC shall refer all questions from employees concerning ATU membership to the ATU or to the NLRB, depending on the inquiry.

Section 2.4 – Enforcement

In the event a bargaining unit employee fails to apply for or maintain his/her membership in ATU or pay the required agency fees, the ATU will give the Fresno EOC notice of this fact and within seven (7) calendar days after receipt of such notice, such employee shall be terminated by the Fresno EOC.

Section 2.5 – Notification to Union

The Fresno EOC will notify the ATU of all new employees hired no later than seven (7) calendar days after the employee starts to work and shall notify the ATU immediately when any employee completes the probationary period as established herein. No less than monthly, the Fresno EOC will furnish the Secretary-Treasurer of the ATU with a list of all bargaining unit employees, along with the seniority date of hire, email address, mailing address and telephone number as is currently in the employee's employment record. The Fresno EOC will notify the ATU of all employees leaving its employment no later than seven (7) calendar days after the employee's last day of work.

Section 2.6 – Seniority List

The Fresno EOC shall provide the ATU with a current Seniority List every month consisting of the employee's name, address, email, date of hire, expected date of probation ending and social security number. The seniority list must be delivered to the ATU via mail, fax, or email, no later than the 7th day of each month. The Fresno EOC shall also provide notification in writing via mail, fax, or email to the ATU within five (5) days after an employee completes probation, termination, change in job classification, and Full-time/ Part-time status.

Section 2.7 – New Hires

When new or additional employees are needed, the Fresno EOC shall choose applicants on the basis of their respective qualifications for the job, and no applicants will be preferred or discriminated against because of membership or non-membership in any union. An ATU officer will be allowed to use up to thirty (30) minutes to speak with each new employee during their initial training to provide a ATU orientation. Fresno EOC management may or may not attend the orientation at their discretion.

ARTICLE 3

DUES CHECKOFF

Section 3.1 – Checkoff

Upon receipt by the Fresno EOC of a Checkoff Authorization, dated and executed by an employee, the Fresno EOC shall deduct, from the wages owed such employee on the first two payroll pay dates in each calendar month following receipt of such Checkoff Authorization (until such Checkoff Authorization is revoked by the employee in accordance with the terms thereof). The Fresno EOC shall only deduct the ATU's membership dues or agency fees from an employee's wages in the amounts which the Secretary-Treasurer of the ATU has communicated to the Fresno EOC, in writing. The amounts of such dues or agency fees are the amounts properly established by the ATU in accordance with applicable law and the ATU's constitution and bylaws.

Section 3.2 - Procedure

The Fresno EOC shall each month on or before the thirtieth (30th) day of the month, provide the ATU a written statement containing the names of the employees from whose pay, and in what amount, such deductions have been made and shall simultaneously therewith rebate the total amount of such monthly deductions to the ATU.

Section 3.3 – Dues/Fees in Excess of Net Wages

In making deductions for ATU dues or agency fees from an employee's net pay during any payroll period, the Fresno EOC shall comply with applicable local, state and/or federal laws, regulations and ordinances relating to wage garnishments and the payment of minimum wages.

Section 3.4— Checkoff Authorization Forms

The Fresno EOC shall not deduct any money from an employee's wages pursuant to Section 3.1 of this Article, unless a Checkoff Authorization form directing the Fresno EOC to either deduct union dues or agency fees is executed by the employee and delivered to the Fresno EOC. The Checkoff Authorizations forms and any information relating to them, attached hereto as Exhibit A, will be provided by the ATU to the Fresno EOC, and once executed, shall be valid for one (1) year or the expiration of this Agreement, whichever occurs sooner.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1 – Management Rights

All of the rights, powers, prerogatives and authorities that the Fresno EOC has historically exercised are retained except those specifically limited by the express provisions of this Agreement. By agreeing to this provision, the ATU does not waive its right to bargain with respect to any mandatory subject about which the ATU has a statutory right to bargain.

ARTICLE 5
LAYOFFS, RECALLS, TRANSFERS AND FILLING OF VACANCIES

Section 5.1 – Seniority Defined

An employee's seniority shall be from the last date of hire in the employee's job classification. Seniority shall mean the length of time an employee has been employed as: Head Start Bus Drivers, Standby Drivers, FCRTA Large Bus Drivers, FCRTA Cut-A-Way Drivers, Para-Transit Drivers, Food Production Drivers, Transit Mechanic I, Transit Mechanic II, Transit Mechanic III, Automotive Technician, CNG Mechanic, Detailer Lead, Detailer, Shuttle Driver and Dispatchers, measured in calendar days from the first day of the employee's most recent date of hire. If application of the preceding sentences results in two or more employees having the same seniority, the employee's seniority position will be determined by lot. Seniority shall be applicable only as expressly provided in this Agreement. All benefit accruals shall be based on an employee's total time of employment with the Fresno EOC.

Section 5.2 – Introductory Period

An employee who has never accrued seniority under this Agreement or an employee rehired after termination of seniority shall be classified as introductory (or "probationary") employees during the first six (6) months of his or her employment. Introductory employees may be subject to discipline and/or discharge without reference to the "discipline and discharge" or "grievance and arbitration" provisions of this Agreement.

Section 5.3:

Decisions concerning layoffs, recalls, transfers and/or the filling of job classification vacancies will be made by management based on seniority, licensing/certification requirements, and ability to deal with particular customer needs.

Section 5.4 – Notice of Recall

The Fresno EOC will forward notice of recall by registered mail, return receipt requested, to the last known address of the employee as reflected on Fresno EOC records. The employee must respond within fourteen (14) calendar days of delivery or attempted delivery of the notice on the date specified for recall, and thereafter, returns to work on such date.

Section 5.5:

Job and route vacancies will be posted for at least three (3) days for applications to be made by interested and qualified employees. The Fresno EOC may award the job to any qualified applicant based on ability to perform the job, skill, competency and length of service.

Section 5.6:

In the event there is a permanent reduction of bargaining unit work, the Fresno EOC will notify the ATU, and the parties shall meet and discuss particular issues concerning the reduction. The Fresno EOC shall otherwise comply with applicable state and federal laws concerning permanent reductions in force.

ARTICLE 6 SHIFT BIDDING

Section 6.1 - Initial Bid

- a. Bidding shall occur for each of the following job classifications: Head Start Bus Drivers, Standby Drivers, FCRTA Large Bus Drivers, FCRTA Cut-A-Way Drivers, Para-Transit Drivers, Food Production Drivers, Transit Mechanic I, Transit Mechanic II, Transit Mechanic III, Automotive Technician, CNG Mechanic, Detailer Lead, Detailer, Shuttle Driver and Dispatchers. The bid shall contain the beginning and ending time of the shift, days off, work to be performed on holidays' schedule, and number of hours scheduled to work.
- b. The Fresno EOC shall develop the number of full-time and part-time shifts for each classification. The number of full time shifts shall not be less than the number of full-time shifts in place as of January 28, 2017 unless there are circumstances beyond the control of the Fresno EOC that would require a reduction of service. The Fresno EOC shall then allow each employee, in seniority order, to select the full time/part-time shifts. The intent is to protect the security of full time positions for those who have already established full time status. If and when part time work is established or necessary, it will be placed up for bid as provided in this Agreement.
- c. The Fresno EOC shall post notification of the bid in the facility ten (10) working days prior to the date of the bid. In addition, the Fresno EOC shall notify all employees who are not scheduled to work ten (10) days prior to the commencement of the bid. The posting will identify the runs available, the start and ending times, work to be performed on holidays' schedule and the days off. Those employees who cannot attend the bid may designate their choice of shift by proxy. The proxy must be submitted to the Transit Systems Director or designee no later than 5:00 p.m. on the day prior to the scheduled bid. The proxy shall indicate choices in order of preference which shall equal the employee's standing on the seniority bid list. Those employees who fail to bid and who fail to submit a proxy shall be assigned at the discretion of the Fresno EOC following the completion of the bid process by all other employees scheduled to bid.

Section 6.2 – Permanent Vacancies in Shifts:

Vacancies in Full-Time/Part-Time Shifts: When a shift becomes permanently available between regular bid periods, the Fresno EOC will, within three (3) weekdays, post the vacancy for four (4) days. The most senior regular employee, who has less seniority than the employee who held the vacated shift, and who bids for the vacancy, shall be awarded that shift.

If and when the Fresno EOC creates an additional shift between bid periods, the above procedures apply except that the new position will be posted for ten (10) calendar days and the bid is available to all regular employees.

In both instances the award will be implemented at the start of the next pay period but not less than seven (7) calendar days.

Section 6.3 – Annual Shift Bidding:

On the effective date of this Agreement, an initial shift bid will be held as described in Section 6.1, and thereafter the Fresno EOC shall, at least once a year in May or when an aggregate of five (5) or more employees have completed training and join the workforce, re-bid the regular full-time/part-time shifts within fourteen (14) days. The Fresno EOC shall determine the specific date. The Fresno EOC shall post the bids for the shifts and provide a copy to the ATU at least five (5) week days prior to the starting of the bid and each full-time/part time regular employee shall bid in seniority order. Those employees who cannot attend the bid may designate their choices of shift by proxy. The proxy, which must be received by the Transit Systems Director or designee no later than 5:00 p.m. on the day prior to the scheduled bid, shall indicate choices in order of performance which shall equal the employee's standing on the seniority bid list. Those employees who do not bid and fail to submit a proxy shall be assigned at the discretion of the ATU.

Section 6.4 – Changes in Shifts:

- a. The Fresno EOC shall have the right to adjust shifts up to one and a half (1 1/2) hours a day without rebidding and without reducing the total bid time and pay of the shift. The intent of this section is to accommodate customers and their needs.
- b. No driver shall lose any benefits as a result of time taken out of their route due to reduction in clients/ passengers transported on their scheduled route.
- c. The maximum number of reduced hours shall not exceed three (3) hours in any week from the employees original shift bid time.

Section 6.5 – Temporary Vacancy:

- a. A temporary vacancy is defined as any full-time shift that becomes vacant for at least five (5) or more working days. All temporary vacancies shall end upon the expiration of the current annual bid.
- b. Temporary vacancies will be bid by all part time and on-call employees within three (3) days from the time it was determined to be a temporary vacancy was defined in "a." above. Any shift that becomes vacant after the temporary vacancy bid may be filled by a part time or on-call employee up to a maximum of three (3) weeks. After three (3) weeks, the Fresno EOC shall fill the temporary vacancy by scheduling a Mark Down, as defined in Section 6.6, and allowing only those operators with a lower seniority than the operator who's shift is to be filled, to bid (according to their seniority) on the open shift, or any open shift that becomes available as a result of this Mark Down process.
- c. A temporary vacancy will be filled daily until bid as a temporary vacancy.

- d. A temporary vacancy will be filled by the driver who bids for it until the end of the vacancy, making the driver ineligible for bidding on any other temporary vacancies which may occur during his current assignment.
- e. A temporary vacancy obligates the driver to work the entire shift originally bid, including the same scheduled days off. The exact date of each filling of a temporary vacancy will only last until the original driver returns either as scheduled or as soon as the temporary assignment ends. When a temporary vacancy ends, the driver who filled the temporary vacancy returns to part time or on-call status, as the case may be, and becomes eligible to bid on any new vacancies.

Section 6.6 – Vacancies in Full-Time Shifts:

In the event a regular full time employee elects to vacate his full time position or the position becomes available through the termination of seniority, or in the event an additional full time shift is created by the Fresno EOC, the Fresno EOC shall do one of the following:

If there is less than six (6) weeks left before the next scheduled re-bidding of all shifts, the vacancy shall be treated as a temporary vacancy.

If there is six (6) weeks or more left before the next scheduled re-bidding of all Shifts, the Fresno EOC shall fill the vacancy by scheduling a “Mark Down.” A “Mark Down” shall be defined as a process in which the Transit Systems Director or designee makes a correction or modification of a past sign up by allowing only those employees with a lower seniority than the employee whose shift is to be filled, to bid according to their seniority on the open shift, or any open shift that becomes available as a result of this “Mark Down” process.

ARTICLE 7
DISCIPLINE AND DISCHARGE

Section 7.1:

The Fresno EOC will retain the right to discipline and discharge employees pursuant to the Fresno EOC’s Personnel Policies and Procedures Manual (September 23, 2015), Policies 1040-1050, 5010-5090, 6010-6030 and 7010-7060, providing that in the exercise of this right it will not act in violation of this Agreement. Introductory (or “probationary”) employees shall not have recourse to Article 8, Grievance and Arbitration. An “introductory employee” is an employee working during the Introductory Period as defined in Section 1140 of the Fresno EOC’s Personnel Policies and Procedures Manual.

Section 7.2:

Prior to any discipline, suspension or discharge, and if requested by the employee, the Fresno EOC will notify the ATU Steward or Representative and they will have the right to be present when formal charges are made, if they so desire. The ATU Steward or Representative will have the right to interview workers in private. ATU Representatives shall have access to the employee’s personnel file upon delivery to the Fresno EOC of an authorization and release signed by the employee. An employee’s medical information shall only be provided to ATU Representatives if the signed authorization and release from the employee specifically authorizes a release of the medical information.

Section 7.3:

When an employee is disciplined, suspended or terminated, a copy of the written notification from the Fresno EOC will be given to the employee and to the ATU within twenty-four (24) hours.

Section 7.4:

Any disciplinary action taken by the Fresno EOC will be treated as a first occurrence if given more than twelve (12) months from the last previous disciplinary action taken against the employee. However, the Fresno EOC may consider all previous disciplinary actions in an employee's work history when making employment decisions.

Section 7.5:

An employee who is dissatisfied with a disciplinary action shall have the right to request a meeting, through the President of the ATU (or designee), with the Transit System Director (or designee) of the Fresno EOC. The request for such a meeting shall be made in writing within seven (7) work days of notice of the disciplinary action. Meetings provided for in this section shall be conducted within seven (7) days.

Section 7.6:

In the event an employee remains dissatisfied with the disciplinary action, he or she may file a written grievance within seven (7) calendar days of the close of the meeting requested under Section 7.5, or fourteen (14) days of notice of the disciplinary action if no meeting is requested under Section 7.5. The Fresno EOC shall respond to the grievance in writing within ten (10) days of receiving the grievance. The grievance will then be referred for resolution under Article 8, Grievance and Arbitration beginning with Section 8.6, Step Three, if the parties agree to mediate the matter, or directly to Section 8.7, Step Four, and proceed with arbitration.

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 8.1:

The parties to this Agreement agree that all disputes which arise between the Fresno EOC and the ATU concerning the interpretation or application of this Agreement will be subject to the Grievance and Arbitration Procedure. The parties further agree that this Grievance and Arbitration Procedure will be the exclusive means for handling and resolving any and all disputes under this Agreement.

INFORMAL RESOLUTION: An employee has the right to choose to discuss his or her issue which may lead to a grievance with the Fresno EOC's Human Resources Office outside the procedures under this Article in an effort to resolve the issue or to initiate a formal grievance through the process set forth below.

Section 8.2:

Aggrieved employees will have the right to be present at each step of the grievance procedure. In the event the grievance meeting or grievance process is conducted during regular working hours, the Fresno EOC will cooperate in making employees available.

Section 8.3:

Time limits may be extended or reduced only by written mutual agreement of the parties. Failure by the party filing the grievance to comply with time limits will constitute a withdrawal of the grievance. If the party receiving the grievance fails to comply with the time limits, the grieving party will have the right to move the grievance to the next step. Grievances dropped by the ATU or the Fresno EOC prior to arbitration will be considered as withdrawn without prejudice to either party's position on a similar matter in the future.

Section 8.4:

STEP ONE: Any issue arising under this Agreement will be taken up between the Fresno EOC's Human Resources Office and the ATU Steward or Representative who will use their best efforts to resolve it. Failure to file a grievance in writing with the Human Resources Office within thirty (30) calendar days from the event giving rise to the grievance or the discovery thereof by the grieving party shall constitute a waiver of such grievance. A grievance involving the discipline or discharge of an employee will be filed in writing with the Human Resources Office within the time limits set forth in Article 7, Section 7.6, and shall proceed directly to Section 8.6 or Section 8.7, as the case may be. For all other grievances, in the event that the grievance is not resolved in the first step, the grieving party will reduce the grievance to writing and set forth the basis thereof and will only be submitted to the Human Resources Office to request a meeting to resolve the issue.

Section 8.5:

STEP TWO: Any grievance not resolved in Step One will be discussed in a meeting between the ATU and the Fresno EOC representative(s) designated to resolve the matter within thirty (30) calendar days of the filing of the written grievance. If the grievance is not satisfactorily resolved in such a meeting, the party receiving the grievance will provide the grieving party with a written response including, if applicable, the basis for denial, within fifteen (15) calendar days of the Step Two meeting. If the party receiving the grievance fails to respond within fifteen (15) calendar days, the grieving party shall have the right to move the grievance to the next step.

Section 8.6:

STEP THREE: Upon the agreement of the parties, the grievance shall be submitted to mediation within thirty (30) calendar days of receipt of the written response before proceeding to Step Four. The mediation shall be confidential and non-binding. Any submissions or statements made during the mediation shall be inadmissible in any arbitration proceedings. Mediation shall be conducted according to the following procedures.

A. Selection of Mediator: The parties shall agree to select a mediator within fifteen (15) calendar days after the mediation procedure is requested. In the event parties fail to agree on a mediator, they shall request the services of the Federal Mediation and Conciliation Service.

B. Timing of Mediation: Unless otherwise agreed, the mediation shall be conducted within fifteen (15) calendar days after the selection of the mediator. The mediation shall be conducted during working hours.

C. **Cost of Mediation:** All mediation fees and expenses, will be paid by the parties in equal shares.

Section 8.7:

STEP FOUR: If the grievance remains unresolved following a good faith effort to mediate the matter, or the parties do not agree to mediate, the grieving party must file a written notice of intention to arbitrate with the other party within thirty (30) calendar days after the mediation meeting. Failure to file within the time period will waive the grievance with prejudice.

Section 8.8:

ARBITRATION: Where a matter has been properly and timely referred to arbitration, the aggrieved party shall request a list of nine (9) arbitrator-candidates from the State Conciliation Service. The parties shall meet and confer to discuss whether a mutually acceptable arbitrator can be selected from the list of names provided. Failing that, each party shall alternately strike names from the list, beginning with the aggrieved party. The remaining named arbitrator-candidate shall then serve as the arbitrator.

Section 8.9:

The arbitrator will consider and decide the grievance referred. The arbitrator's decision shall be based on the four corners of this Agreement, and shall be final and binding upon all parties and the arbitrator will have no authority to modify, amend, change, alter, or waive any provision of this Agreement.

Section 8.10:

The arbitrator's decision will be in writing, signed, and delivered to the parties. All testimony in the arbitration hearing will be under oath and, if either party desires, reported and transcribed. All arbitration fees and expenses will be paid by the parties in equal shares. Each party shall bear the cost of their own representation and presentation at the arbitration

Section 8.11:

The arbitrator will have the authority to revoke or modify any form of discipline and to award back pay for lost earnings if he or she so determines. The arbitrator will have access to the Fresno EOC or the ATU property as necessary and relevant to the specific grievance, providing no interference with the regular business of either party results. The arbitrator shall allow briefs.

ARTICLE 9
NO STRIKE/NO LOCKOUT

Section 9.1 – No Strike/No Lockout:

During the term of this Agreement, or any extension thereof, the Fresno EOC agrees there will be no lockouts and the ATU agrees that it will not directly or indirectly cause, encourage, sanction, or participate in any strike, work stoppage, slowdown, or boycott against the Fresno EOC.

Section 9.2 – Lawful Primary Picket Line

This Article is not intended to prohibit employees from honoring a primary picket line established at their work location and authorized by another union representing Fresno

EOC employees, provided that the establishment or maintenance of said picket line is not a violation of any law, or of any contract to which said other union is a party.

Section 9.3:

If there is a claimed violation of Section 9.1, the ATU shall do everything within its power to end or avert the violation. Any employee found to have engaged in conduct in violation of Section 1 shall be subject to immediate discipline or discharge.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1:

The Fresno EOC shall continue to comply with applicable federal and state laws concerning legally mandated leaves of absence. All other leaves of absence or permitted absences from work shall be as provided for in the Fresno EOC's Personnel Policies and Procedures Manual (September 23, 2015), Policies 4010, 4020, 4030 and 4040.

Section 10.2:

Such leaves will not constitute a break of the employee's seniority.

ARTICLE 11
NO DISCRIMINATION

The Fresno EOC and the ATU agree that they will not discriminate against any employee or applicant because of race, creed, color, religion, sex, age, ancestry, pregnancy or related medical condition, marital status, sexual orientation, physical handicap, medical condition, disability, veteran's status, political belief, national origin or protected union or non-union activity or any other reason prohibited by federal, state or local law or regulation.

ARTICLE 12
SUPERVISORS AND BARGAINING UNIT WORK

Bargaining unit work will be performed solely by bargaining unit employees except that supervisors will be permitted to perform bargaining unit work in the case of an emergency or to train and/or instruct bargaining unit employees in the performance of bargaining unit work. For the purposes of this agreement, an "emergency" shall be defined as "an unforeseen combination of circumstances that calls for immediate action."

ARTICLE 13
UNION RIGHTS AND ACCESS TO EMPLOYER PROPERTY

Section 13.1:

Representatives of the ATU may take access onto Fresno EOC property only for the purpose of representing bargaining unit employees, and only upon the following conditions:

A. At least twenty-four (24) hours' notice is given, except in cases of emergency, and in such cases the ATU will use its best efforts to provide as much notice as possible.

B. No more than two (2) ATU Representatives may take access at the Fresno EOC worksite at any one time, unless otherwise mutually agreed to.

C. ATU Representatives shall obey all Fresno EOC employee safety, food safety and visitor rules at all times when access is being taken.

D. ATU Representatives will not disrupt or delay Fresno EOC operations in any way in taking access.

E. ATU Representatives will contact the Fresno EOC's supervisor on duty immediately upon entering the worksite.

Section 13.2:

ATU Representatives or ATU Stewards shall have access onto Fresno EOC property whenever an employee requests the presence of an ATU Representative or ATU Steward during a conference with the employee concerning possible discipline.

Section 13.3:

The Fresno EOC will recognize up to five (5) ATU Shop Stewards as the ATU's agents to serve in the representation of employees. The ATU agrees to furnish the Fresno EOC with an up-to-date list of all of its officers and stewards within five (5) calendar days of the effective date of this Agreement, and to immediately notify the Fresno EOC of any and all changes thereto. The ATU further agrees to designate one of the stewards as the contact steward for facility-wide issues. The Fresno EOC agrees to furnish the ATU with an up-to-date list of its facility managers and supervisors and to immediately notify the ATU of any and all changes thereto.

Section 13.4

Except as specially provided herein, stewards shall not be compensated by the Fresno EOC for, and they shall clock out when, performing duties of a steward and, shall perform such duties during times when he or she is not scheduled to work for the Fresno EOC, except when the Fresno EOC, and not the employee, has requested the services of a steward, at a meeting.

Section 13.5

The Fresno EOC will allow the ATU to maintain a bulletin board of a mutually agreeable size at a location accessible to bargaining unit employees. The ATU shall be allowed to post notices, meeting information, and other matters pertinent to the ATU's representation activities. Documents posted on the bulletin board shall be on the ATU's letterhead. The bulletin board shall not be used for personal notices or other material not pertinent to official ATU business. The ATU shall be provided reasonable access, during regular Fresno EOC office hours, to maintain the bulletin board.

Section 13.6 – ATU Business Leave

An employee designated by ATU to serve as an officer or employee of ATU shall be granted leave without pay for the duration of such office. During the period of such leave, the employee shall continue to accrue seniority.

Section 13.7 – ATU Release Time

The Fresno EOC shall release from duty without pay any ATU representative to conduct ATU business. With these requests, the ATU recognizes the needs of the operation. Except in cases of emergency, the ATU will give twenty-four (24) hours' notice of any request for release time. In the case of an emergency, the ATU will give as much notice of the need for release time as possible.

ARTICLE 14 **HOURS OF WORK, REST AND MEAL PERIODS, AND OVERTIME**

Section 14.1

The sole purpose of this Article is to provide a basis for the computation of straight time and overtime, and the provision of rest and meal periods. Computation of straight time and overtime, and the provision of rest and meal periods shall be consistent with the Fresno Economic Opportunities Commission Personnel Policies and Procedures Manual (September 23, 2015), Policy 1150, as well as State and Federal laws and/or terms agreed to in this Agreement shall govern the payment of wages. The ATU understands and agrees that some employees work pursuant to four 10-hour day schedules, as provided by California Industrial Welfare Commission ("IWC") Order No. 9-2001.

Section 14.2

The workweek shall consist of seven (7) days beginning at 12:01 a.m. on Sunday and ending at mid-night the following Saturday.

Section 14.3

The Fresno EOC shall determine when overtime will be worked. The Fresno EOC will maintain a list of employees who request to be considered for extra work. Extra work will be assigned to employees on that list based on seniority and any particular requirements of the position.

ARTICLE 15 **MODIFICATION**

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written document executed by authorized representatives of the parties hereto.

ARTICLE 16 **SAVINGS CLAUSE**

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective. The remainder of this Agreement shall remain in effect. In the event a portion of this Agreement becomes invalid as described above, either party shall have the right to request negotiations for the purpose of reaching agreement on a provision to replace the invalidated portion

ARTICLE 17
BENEFITS

The Fresno EOC shall continue to provide Holidays, Vacations, Paid Sick Leave, Health Insurance, Life Insurance and Retirement benefits as set forth in the Fresno EOC Personnel Policies and Procedures Manual (September 23, 2015), Policies 3010, 3020, 3030, 3040, 3050 and 3060 during the term of this Agreement.

ARTICLE 18
WAGE RATES

The following wages rates shall be paid during the term of this Agreement:

JOB CLASSIFICATION

WAGE RATE

Head Start Bus Drivers

Over 4 yrs.	\$15.40
2-4 yrs.	\$14.47
1-2 yrs.	\$13.78
6 mos. - 1 yr.	\$13.13
0-6 mos.	\$12.50

Standby Drivers

Over 4 yrs.	\$15.40
2-4 yrs.	\$14.47
1-2 yrs.	\$13.78
6 mos. – 1 yr.	\$13.13
0-6 mos.	\$12.50

FCRTA Large Bus Drivers (All)

Over 4 yrs.	\$15.40
2-4 yrs.	\$14.47
1-2 yrs.	\$13.78
6 mos. - 1 yr.	\$13.13
0-6 mos.	\$12.50

FCRTA Cut-A-Way Drivers

Over 4 yrs.	\$13.24
2-4 yrs.	\$12.47
1-2 yrs.	\$11.87
6 mos. - 1 yr.	\$11.31
0-6 mos.	\$10.77

Para-Transit Drivers

Over 4 yrs.	\$13.24
2-4 yrs.	\$12.47
1-2 yrs.	\$11.87
6 mos. - 1 yr.	\$11.31
0-6 mos.	\$10.77

Food Production Drivers

Over 4 yrs.	\$12.05
2-4 yrs.	\$11.64
1-2 yrs.	\$11.25
6 mos. - 1 yr.	\$10.87
0-6 mos.	\$10.50

Transit Mechanic I

Over 4 yrs.	\$23.00
2-4 yrs.	\$22.48
1-2 yrs.	\$21.98
6 mos. - 1 yr.	\$21.48
0-6 mos.	\$21.00

Transit Mechanic II

Over 4 yrs.	\$24.50
2-4 yrs.	\$23.95

1-2 yrs.	\$23.41
6 mos. - 1 yr.	\$22.88
0-6 mos.	\$22.37

Transit Mechanic III

Over 4 yrs.	\$26.00
2-4 yrs.	\$25.42
1-2 yrs.	\$24.84
6 mos. - 1 yr.	\$24.29
0-6 mos.	\$23.74

Automotive Technician

Over 4 yrs.	\$14.50
2-4 yrs.	\$14.17
1-2 yrs.	\$13.86
6 mos. - 1 yr.	\$13.54
0-6 mos.	\$13.24

CNG Mechanic

Over 4 yrs.	\$26.56
2-4 yrs.	\$25.96
1-2 yrs.	\$25.38
6 mos. - 1 yr.	\$24.81
0-6 mos.	\$24.25

Detailer Lead

Over 4 yrs.	\$12.90
2-4 yrs.	\$12.61
1-2 yrs.	\$12.33
6 mos. - 1 yr.	\$12.05
0-6 mos.	\$11.78

Detailer

Over 4 yrs.	\$11.50
2-4 yrs.	\$11.24
1-2 yrs.	\$10.99
6 mos. - 1 yr.	\$10.74
0-6 mos.	\$10.50

Shuttle Driver

Over 4 yrs.	\$14.25
2-4 yrs.	\$13.93
1-2 yrs.	\$13.62
6 mos. - 1 yr.	\$13.31
0-6 mos.	\$13.01




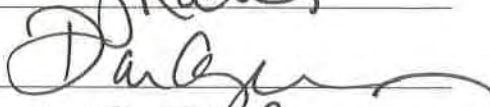
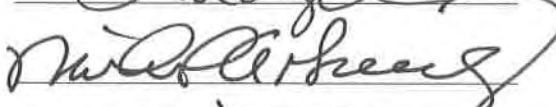

Dispatchers

Over 4 yrs.	\$15.40
2-4 yrs.	\$14.47
1-2 yrs.	\$13.78
6 mos. - 1 yr.	\$13.13
0-6 mos.	\$12.50

ARTICLE 19
DURATION

This Agreement shall be in full force and effect from January 1, 2017 through April 30, 2018. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this Agreement shall remain in full force and effect.

FRESNO ECONOMIC OPPORTUNITIES
COMMISSION

AMALGAMATED TRANSIT UNION,
LOCAL 1027


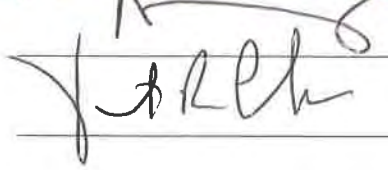



EXHIBIT A

UNION DUES/AGENCY FEE **FORMS**

The following documents and forms are attached hereto are current as of January 1, 2017. Any changed or updated documents or forms will be provided by the ATU to the Fresno EOC.

ATU Cover Letter re Membership
ATU Union Dues Deduction Authorization Form
ATU Union Membership Form
ATU Agency Fee Notice
Agency Fee Deduction Authorization Form

AMALGAMATED TRANSIT UNION

Division No. 1027 • Fresno, California

1221 Van Ness Ave., Suite 304
Fresno, CA 93721



Phone (559) 442-4140
Fax (559) 442-0544

February 8, 2017

EOC Employees:

I wanted to thank you for choosing to join ATU 1027, I know some of you did not vote for us, but we are here now. We want to work hard with you to make E.O.C. the best place possible. Soon we will be getting contracts signed and copies made for you. So you can see what your contractual rights are.

In the meantime, my job is to sign all of you up with Amalgamated Transit Union Local #1027. Included in this packet is a Dues Checkoff and Initiation form be sure that your social security number is on there. When I enter you into the system you will be eligible for a Death Benefit should anything happen to you. The amount is currently \$1,000.00.

Your will be receiving a raise and it will be retroactive back to January 1, 2017. Your dues will not start coming out of your checks until March 10, 2017. These dues will come out of your first two payroll periods of each month in equal sums.

Please return these documents no later than March 1, 2017

If you have any questions, please feel free to give me a call.

Respectfully,

Vincent R. Casella

Financial Secretary-Treasurer
atu1027fax@gmail.com
(559)349-5801

CHECKOFF AUTHORIZATION

Print: _____

Signature: _____

Social Security Number: _____

Authority to Deduct: I hereby authorize the Fresno Economic Opportunities Commission to deduct from wages owed to me from the first two payroll periods of equal sums, each month, and to forward this amount to Amalgamated Transit Union Local 1027, the monthly membership dues uniformly required of all employees as a condition of acquiring or retaining membership in said ATU Local 1027.

Revocability of Authorization: This Checkoff Authorization shall be irrevocable for a period of one-year following my execution thereof, or until the expiration of any applicable collective bargaining agreement whichever occurs sooner. Thereafter, it shall be automatically renewed for successively one (1) year periods unless written notice of revocation of this Checkoff Authorization executed by me, is delivered to authorize the Fresno Economic Opportunities Commission: (1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the annual anniversary of my execution hereof, or (b) the expiration date of any collective bargaining agreement obligating Fresno Economic Opportunities Commission. to honor the Checkoff Authorization, or (2) during any period when there is not a collective bargaining agreement in effect obligating Fresno Economic Opportunities Commission to honor the Checkoff Authorization. I voluntarily executed this Checkoff Authorization on _____, 20____.

AMALGAMATED TRANSIT UNION

OBLIGATION

I, _____, in the presence of God and the members of this Union, do solemnly promise and pledge (without any reservation or evasion) to support the Constitution and General Laws of this Amalgamated Transit Union. I will keep myself in good standing by paying all dues, fines and assessments required. I will work to promote the best interests of this Union and encourage my fellow workers to become members of the same. I will not take the place of any member of this organization, or any other union worker who may be on strike or locked out. I will not reveal any of the private business to anyone not entitled to know the same. I will not engage in activity evidencing gross disloyalty nor in conduct otherwise unbecoming a member, and will not knowingly wrong a member or see one wronged if in my power to prevent it. I will not appeal to any legal authority in matters pertaining to this Union until I have exhausted all means of redress provided by its laws. I will be considerate of others in word and action and will never discriminate against a fellow worker on account of race, religion, creed, sex, sexual orientation, age, disability, citizenship, or national origin. I also promise to promote the cause of trade union principles and defend freedom of thought, whether expressed by tongue or pen, with all the power at my command.

I understand there is nothing in this obligation that will in any way interfere with my political and religious rights or that will be in any way inconsistent with my duties arising from any of the relations of life.

This obligation I take upon my honor, and solemnly promise to keep the same, as long as I remain a member of this Union.

(Obligated Member sign full name here)



Dues, contributions or gifts to the Amalgamated Transit Union are not deductible as charitable contributions for federal income tax purposes.

AMALGAMATED TRANSIT UNION

Affiliated with the American Federation of Labor and Congress of Industrial Organizations, and the Canadian Labour Congress

APPLICATION FOR MEMBERSHIP

To the Officers and Members of Local Union _____
Location _____

I hereby apply for membership in the above named union and authorize said union to act for me as my collective bargaining agent in all matters pertaining to rates of pay, wages, hours of employment and other terms and conditions of employment.

Name _____ First _____ Middle _____ Last _____

Address _____ Number _____ Street _____

City _____ State/Province _____ Zip/Postal Code _____

Email _____

Telephone No. _____

Cell No. _____ Receive Text Messages ☐ Yes ☐ No

Age _____ Date of Birth _____ Sex _____

Social Security/Insurance No. _____ Married or Single _____

Employer _____ Badge Number _____

Employee/Payroll Number _____

Employment Date _____

Work Position _____ Location _____

Date _____ Signature _____

Initiation Date _____ Local Union Secretary _____

KEEP THIS ON FILE IN YOUR LOCAL UNION

City _____ Date _____

Received from _____

\$ _____ As Application Fee

By _____

Official _____ Local _____
Position _____ Union _____

Complete. Detach and give to applicant. (Printed in U.S.A.)

-Sign Obligation on Reverse Side-

LEGAL NOTICE

TO: Employees represented by ATU Locals in U.S. bargaining units who are subject to union security arrangements

Employees working under collective bargaining agreements which contain a union security clause are required, as a condition of their employment, to pay monthly dues or fees to the Union. Formal union membership, however, is not mandated. Those who are members of the ATU pay monthly union dues. Nonmembers, or "agency fee-payers," meet their obligation through the payment of an equivalent "agency fee." Nonmembers subject to a union security clause have the additional legal right to file objections to their funding of expenditures which are "unrelated to collective bargaining, contract administration, or grievance adjustment" and/or are otherwise "nongermane to the collective bargaining process."


Union security clauses are negotiated and ratified by your coworkers based upon the principle that everyone who benefits from the collective bargaining process should share in its costs. The wellbeing of all bargaining unit employees is improved immeasurably when the union obtains higher wages, better health care and retirement benefits, fairness in the discipline system, and the many other improvements realized in contract negotiations. But it would be difficult to provide such effective representation at the bargaining table without the influence earned through the "nongermane" political activities of the trade union movement.

There are considerable benefits of being a member of the ATU. Only members have the right to attend and participate in union meetings; the right to run in local union elections and to otherwise nominate and vote for any candidates for union office; the right to participate in the formation of ATU bargaining demands; the right to vote on

contract ratification questions; and the right to enjoy the many benefits of the Union Plus Benefits Program, which offers low-interest credit cards, legal and travel services, prescription drug cards, and life insurance.

The *Notice of Statement of Law and Procedures* applies to the International Union expenditures and to the per capita tax portion of local union dues. Because the portion of local union expenditures which are spent on "chargeable" activities is at least as great as that of the International Union, with regard to employees working for private-sector employers, Local Unions may exercise the option of presuming that the International Union's percentage of chargeable activities applies to the Local Union.

It remains our opinion that all of our organizing and all the legislative, litigation, and similar activities undertaken by the ATU – some of which tribunals have indicated may in part be nonchargeable – are essential to improving the working conditions of all the employees we represent.



Lawrence J. Hanley
International President

The following ATU Statement of Law and Procedures Concerning Union Security Objections applies only to the International per capita tax charged to objectors as part of local union fees (unless a local union exercises the option of presuming that the International percentage of chargeable activities applies to the local union with regard to employees working for private-sector employers).

1. Any ATU-represented nonmember employed in the United States who is subject to a union security clause conditioning continued employment on the payment of dues or fees has the right to become an objector to expenditures not related to collective bargaining, contract administration, grievance adjustment, or other chargeable expenditures. A current ATU member who chooses not to tender the full periodic dues and assessments paid by members of the union, but who instead opts to become an objector, must assume nonmember status prior to filing an objection through these procedures. An objector shall pay reduced fees calculated in accordance with Section 5.

2. To become an objector, an ATU-represented nonmember employee shall notify the International Secretary-Treasurer in writing of the objection within thirty (30) days of receiving this notice via the November/December issue of *In Transit*, within thirty (30) days of resigning from membership, or within thirty (30) days after first becoming subject to union security obligations and receiving notice of these procedures. The objection shall be signed and shall specify the objector's current home mailing address, name the objector's employer with which the applicable union security arrangements have been entered into, and identify the ATU local union number, if known. All objections should be mailed to the International Secretary-Treasurer, 10000 New Hampshire Avenue, Silver Spring, MD 20903 or transmitted by facsimile to (301) 431-7116 with a separate cover page directing such to the attention of the International Secretary-Treasurer and specifying the subject thereof to be the "Election of Fee Objector Status."

3. The following categories of expenditure are chargeable to the extent permitted by law:

- a. All expenses concerning the negotiation of agreements, practices and working conditions;
- b. All expenses concerning the administration of agreements, practices and working conditions, including grievance handling, all activities related to arbitration, and discussion with employees in the bargaining unit or employer representatives regarding working conditions, benefits and contract rights;
- c. Convention expenses and other normal union internal governance and management expenses;
- d. Union business meeting expenses;
- e. Publication expenses to the extent coverage is related to otherwise chargeable activities;
- f. Expenses of litigation before the courts and administrative agencies related to contract administration, collective bargaining rights and internal governance;
- g. Expenses for legislative, executive branch and administrative agency representation on legislative and regulatory matters closely related to contract ratification or the implementation of contracts;
- h. All expenses for the education and training of members, officers, and staff intended to prepare the participants to better perform chargeable activities;
- i. All strike fund expenditures and costs of group cohesion and economic action, e.g., general strike activity, informational picketing, etc.;
- j. All funeral or dismemberment benefits; and
- k. A proportional share of all overhead and administrative expenses.

4. Each December, the International Union shall publish these policies and procedures in *In Transit* to provide to ATU-represented employees notice of their right to object and of the procedures for objecting.

5. The International retains an independent auditor who submits an annual report for the purpose of verifying the percentage of expenditures that fall within the categories specified in Section 3. Similarly, if the local union has adopted these procedures, the local union will arrange for the audit of the records, enabling the local union to verify annually the percentage of its total expenditures other than the International per capita tax that is chargeable to objectors. If a local union has objectors employed by a private-sector employer (but has no objectors employed by public-sector employers), it may exercise the option of presuming that the International Union's percentage of chargeable activities applies to the local union and forego arranging an audit. The amount of the International and local union expenditures falling within Section 3 made during that fiscal year which ended in the previous calendar year shall be the basis for calculating the reduced fees that must be paid by the objector for the current calendar year. For each objector, an amount equal to the reduced fees paid by the objector shall be placed in an interest-bearing escrow account.

6. The report(s) of the independent auditor(s) shall be completed prior to the publication of these policies and procedures in December. The report(s) shall include verification of the major categories of union expenses attributable to chargeable and nonchargeable activities. Local unions which have not exercised the option of presuming that the International Union's percentage of chargeable activities applies to the local union shall provide a copy of their independent auditor's report to each nonmember employee represented by the local union.

7. In the absence of an exclusive statutory review procedure, each objector may challenge the legal and arithmetical bases of the calculations contained in the independent auditor report(s) by filing an appeal with the International Secretary-Treasurer. Any such appeal must be made by sending a signed letter to the International Secretary-Treasurer postmarked or transmitted via facsimile no later than the earlier of thirty (30) days after the International Secretary-Treasurer has sent a letter to the objector acknowledging receipt of the objection, or thirty (30) days after the International Union has, for the first time, sent a copy of this Legal Notice the objector.

8. Except where state law provides an exclusive statutory review procedure as discussed in Note 3 below, all such appeals received by the union within the time limits specified above shall be determined by expeditious referral to an impartial arbitrator appointed by the American Arbitration Association (AAA) under its rules for impartial determination of union fees and these procedures.

a. All appeals shall be consolidated for submission to the arbitrator. The presentation of evidence and argument to the arbitrator shall be either in writing or at a hearing, as determined by the arbitrator. The arbitrator shall receive and consider the evidence of witnesses by affidavit, giving it such weight as seems proper after consideration of any objection made to its admission. If a hearing is held, it shall be scheduled as soon as the arbitrator can schedule the hearing, and shall be at a location selected by the arbitrator to be the most convenient for those involved in the proceeding.

b. Each party to the arbitration shall bear its own costs. The challengers shall have the option of paying a pro-rata portion of the arbitrator's fees and expenses. The union shall pay the balance of such fees and expenses.

c. Challengers may, at their expense, be represented by counsel or other representative of choice. Challengers need not appear at any hearing and shall be permitted to instead file written statements with the arbitrator no later than the beginning of the arbitration hearing. Post-hearing statements may be filed in accordance with the provisions of Section 8(g). If a hearing is not held, the arbitrator will set the dates by which all written submissions will be received and will decide the case based on the evidence and arguments submitted.

d. If a hearing is held, fourteen (14) days prior to the start of the hearing, a list of all exhibits intended to be introduced at the arbitration by the union and a list of all witnesses the union intends to call, except for exhibits and witnesses the union may introduce for rebuttal. Where a list of exhibits has been provided, challengers shall have a right to receive copies of such exhibits by making a written request for them to the International Secretary-Treasurer. Additionally, copies of all exhibits shall be available for inspection and copying at the hearing.

e. A court reporter shall make a transcript of all proceedings before the arbitrator. This transcript shall be the only official record of the proceedings and may be purchased by the challengers. If challengers do not purchase a copy of the transcript, a copy shall be available for inspection by challengers at the International headquarters during normal business hours.

f. The arbitrator shall have control over all procedural matters affecting the arbitration in order to fulfill the dual needs of an informed and an expeditious arbitration. The arbitrator shall set forth in the decision the bases for the decision, giving full consideration to the legal requirements limiting the amount objectors may be charged.

g. If a hearing is held, the parties to the arbitration shall have the right to file a post-hearing statement within forty-five (45) days after both parties have completed submission of their cases at the hearing. Such statements may not introduce new evidence nor discuss evidence not introduced in the arbitration. The arbitrator shall issue a decision within forty-five (45) days after the final date for submission of post-hearing statements or within such other reasonable period as is consistent with the applicable AAA rules and the requirements of law.

h. The decision of the arbitrator shall be final and binding on all findings of fact supported by

substantial evidence on the record considered as a whole and on other findings legally permitted to be binding on all parties.

i. Upon receipt of the arbitrator's award, any adjustment in favor of the challenger will be made from the escrow account.

9. Under Section 18.1 of the ATU Constitution and General Laws, each local union will be responsible for collecting and transmitting to the International Union each month from those who have made an objection the amount of the per capita tax certified as due under these procedures. In addition, each local will be responsible for developing a system covering local union fees that will meet the legal requirements relative to the objectors in the local. If the local union adopts the International procedures concerning fee objections on an integrated basis, no multiple notice (other than providing its independent auditor's report to nonmember employees represented by the local union if the local union has not exercised the option of presuming that the International Union's percentage of chargeable activities applies to the local union), objection, challenge or appeal procedures will be necessary, provided that any challenges to the International calculation pursuant to paragraph 7 of this ATU Statement of Law and Procedures Concerning Union Security Objections must still be filed timely and any delay in the provision of a local union's report shall not toll the thirty-day period for challenging the International calculation. If, however, the local union adopts an independent system covering local union expenditures other than per capita tax, such arrangements must, by law, be included in the local's procedures.

10. The provisions of this procedure shall be considered legally separable. Should any provision or portion hereof be held contrary to law by a court, administrative agency or arbitrator, the remaining provisions or portions thereof shall continue to be legally effective and binding.

NOTES

1. ATU-represented public employees in Illinois, Minnesota, Montana, or Oregon who are not members of the union are automatically considered objectors and are not required to make a filing under the provisions of Sections 2 and 4 of this Statement of Law and Procedures. The collective bargaining statute applicable to New Jersey public employers (with the significant exceptions of New Jersey Transit and NJT-Mercer) has the same impact. Similarly, except where a more stringent union security arrangement was in place on January 1, 1970, and has been continued in accordance with the "grandfathering" provisions of state law, the Pennsylvania public employee bargaining statute only permits a fair share union security clause under which every nonmember is obligated to pay only a reduced fee based upon prior chargeable expenditures. Local unions representing such members shall forward the names of all such nonmember objectors to the International Secretary-Treasurer, including the objector's current home address and employer.

2. In accordance with applicable state laws, the reduced per capita tax owed by nonmember public employee objectors in Minnesota and New Jersey (except those working for New Jersey Transit or NJT-Mercer) shall be computed utilizing either the percentage of chargeable expenditures as verified by the report of the independent auditor retained by the International or eighty-five (85%) percent, whichever is lesser.

3. State statutes covering public employees in Minnesota and New Jersey (again, other than those workers employed by New Jersey Transit or NJT-Mercer) require that any person wishing to challenge the fees file an action with the state public employment board (Minnesota) or with a three-member board appointed by the governor specifically to hear fair share challenges (New Jersey). Where these statutes are applicable, any local union procedure must provide that the binding expeditious review be through the applicable state process.

Amalgamated Transit Union Analysis of Objectors' Expenses (Modified Cash Basis) - Year Ended June 30, 2016

Expenses	Net (US) Includable Expenses	Chargeable	Non-Chargeable	Allocation Method
General Fund				
Salaries and expenses	\$ 10,110,519	\$ 8,031,778	\$ 1,178,741	Time Records
Seminars	1,089,495	1,007,018	82,475	Content
Donations, CDFI, scholarship and disaster relief expenses	955,495	-	955,495	Non-Chargeable
Per capita taxes	1,301,935	-	1,301,935	Non-Chargeable
Insurance	118,369	91,541	22,828	Time Records
IN TRANSIT expenses	380,942	307,092	72,850	Space and Content
Net building operating expenses and ATT lease	603,706	482,180	121,526	Time Records
Office and administrative	768,245	613,597	154,648	Time Records
Other	997,911	763,142	234,769	Various
Federal and Disbursement Benefits Fund				
Benefits paid	1,224,083	1,224,083	-	100% Chargeable
Net building operating expenses and ATT lease	148,091	148,091	-	100% Chargeable
Defense Fund				
Arbitration expenses	96,225	96,225	-	100% Chargeable
Outside legal fees	1,010,592	859,259	151,333	Identified by case
Legal department salaries and expenses	-	-	-	-
Net building operating expenses and ATT lease	1,210,451	780,516	429,935	Time Records
State battles and local union assistance	255,491	146,192	109,299	Time Records
Other	626,862	267,242	359,620	Specific Identification
	159,800	109,779	50,021	Specific Identification
Building Fund				
Depreciation	248,808	198,755	50,053	Time Records
Convention Fund				
Convention expenses	40,549	40,549	-	100% Chargeable
Health Fund				
Health care premiums expenses	2,551,015	2,038,214	512,701	Time Records
Outside legal and consulting fees	11,000	8,786	2,214	Time Records
Miscellaneous	144,131	115,117	29,014	Time Records
Organizing and Activism Fund				
Salaries and expenses	1,214,270	697,344	516,726	Time Records
Member organizer reimbursements	236,797	-	236,797	Non-Chargeable
ATT Lease	66,708	50,179	16,529	Time Records
Other	432,670	196,321	236,349	Various
Totals	\$ 26,005,098	\$ 19,117,100	\$ 6,887,998	
Percentage	100.00%	73.51%	26.49%	

AMALGAMATED TRANSIT UNION Local #1027

*Affiliated with the American Federation of Labor and Congress of Industrial Organizations, and
the Canadian Labor Congress*

NOTICE OF NON-MEMBER AGENCY FEE STATUS

To the Officers and Members of ATU 1027, I have chosen NOT to be a member of ATU 1027. Instead, I have chosen to be a non-member agency fee payer. I understand that, as a non-member, I am not entitled to all benefits afforded to Union members, such as the right to participate in internal elections, the opportunity to vote on the ratification of bargaining agreements, the right to attend Union membership meetings and the enjoyment of any members-only benefits.

FULL NAME: _____

SOCIAL SECURITY NO: _____

HOME ADDRESS: _____

EMAIL: _____

PHONE #: _____ CELL #: _____

Date of Birth: _____ AGE: _____

Married or Single: _____ SEX: _____

EMPLOYER: _____

EMPLOYMENT DATE: _____

WORK POSITION: _____

WORK LOCATION/ADDRESS: _____

Initiation Date: _____

I have executed a payroll deduction authorization form for the payment of the appropriate agency fee. By signing below, I authorize my Employer to adjust from time to time the amount of the deduction to comply with the dues or fee schedule determined by ATU 1027 in accordance with its constitution, charter, bylaws or other applicable legal requirements.

Employee Signature

Date

NOTE: THIS FORM IS TO BE COMPLETED ONLY BY EMPLOYEES WHO HAVE CHOSEN NOT TO BECOME MEMBERS OF ATU 1027.

Do not complete this form if you wish to become a Union member.

MEMORANDUM OF UNDERSTANDING
by and between
FRESNO ECONOMIC OPPORTUNITIES COMMISSION
and
AMALGAMATED TRANSIT UNION, LOCAL 1027

This Memorandum of Understanding is by and between the FRESNO ECONOMIC OPPORTUNITIES COMMISSION (the "Fresno EOC") and the AMALGAMATED TRANSIT UNION, LOCAL 1027 (the "ATU").

The Fresno EOC and the ATU have agreed to the following interpretations of applicable provisions of the 2017-2018 collective bargaining agreement between them.

1. REINSTATEMENT. [Article 5, Section 5.1]

Reinstated employees are those who are rehired within ninety (90) calendar days from the employees' termination date. Reinstated employees will retain their original date of hire. For purposes of pay, the employee will be reinstated at the pay he/she left with if he/she is reinstated into the same or equal position if available. If hired into another job classification, the appropriate provision will be followed (transfer, demotion, promotion) and the employee's seniority shall be from the last date of hire in the employee's job classification. For purposes of benefits that accrue, entitlement will be restored to original hire date. For all other benefits, reinstated employees will be considered new employees from the date of their re-employment.

2. LATERAL TRANSFER. [Article 5, Section 5.3]

A request for voluntary transfer is not automatically granted and must be consistent with the internal recruitment process outlined in Personnel Policy 1090, Recruitment, Selection, and Employment. A voluntary transfer occurs when an employee requests a transfer from one position to another within the same salary range.

Employees transferred to a job within the same salary range will continue to receive their existing rate of pay.

3. TRANSFER TO LOWER CLASSIFICATION (DEMOTION). [Articles 5 and 7]

Employees who are demoted temporarily or permanently to a job in a lower salary range will be paid at their wage rate in the new classification based on years of experience in their previous position. For example, if a Head Start Bus Driver with over 4 years of experience is transferred to a Para Transit Driver, he/she will receive wages in the Para Transit Driver classification of over 4 years' experience.

4. TRANSFER TO HIGHER CLASSIFICATION (PROMOTION). [Articles 5 and 6]

A promotion to include promotions by management action or successful bidding is the advancement from a position in one salary range to another in a higher salary range and involves

a change in job duties and a distinct increase in job responsibilities. All employees are encouraged to seek advancement opportunities and to obtain promotion and career guidance from their supervisor, program manager/director, and/or the Human Resources Office.

Employees promoted to a job in a higher salary range will start at a wage that is the same rate or will receive the next pay step of the job classification, whichever is higher. Employee's anniversary will be changed to the effective date of the promotion for the purpose of bidding only.

5. BIDDING. [Article 6]

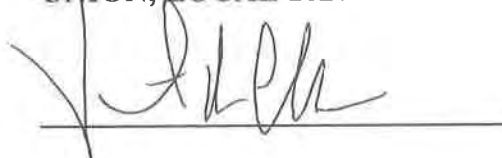
For purposes of bidding, an employee's seniority shall be from the last date of hire in the employee's job classification.

Effective as of this __ day of _____, 2017.

**FRESNO ECONOMIC OPPORTUNITIES
COMMISSION**



**AMALGAMATED TRANSIT
UNION, LOCAL 1027**



11/22/2017

FRESNO COUNTY RURAL TRANSIT AGENCY

General Manager:
Moses Stites



FCRTA Overview

- ▣ Began in 1979 with 20 vehicles and 13 subsystems
- ▣ Today, the service has grown to 92 vehicles and 25 subsystems
- ▣ The FCRTA provides both fixed route and demand response service
- ▣ FCRTA's services have remained very personal — addressing the transit needs of the disadvantaged: the elderly, disabled, low income, youth, as well as the general public

FY 2015–16 Highlights

- ▣ 405,354 passenger trips
- ▣ 1,018,737 miles
- ▣ 11.95% Farebox recovery (10% mandated)
- ▣ Serving 13 incorporated and 29 unincorporated communities in Fresno County

Service Areas

Rural Incorporated Cities:

Coalinga

Firebaugh

Fowler

Huron

Kerman

Kingsburg

Mendota

Orange Cove

Parlier

Reedley

Sanger

San Joaquin

Selma

Service Areas Continued

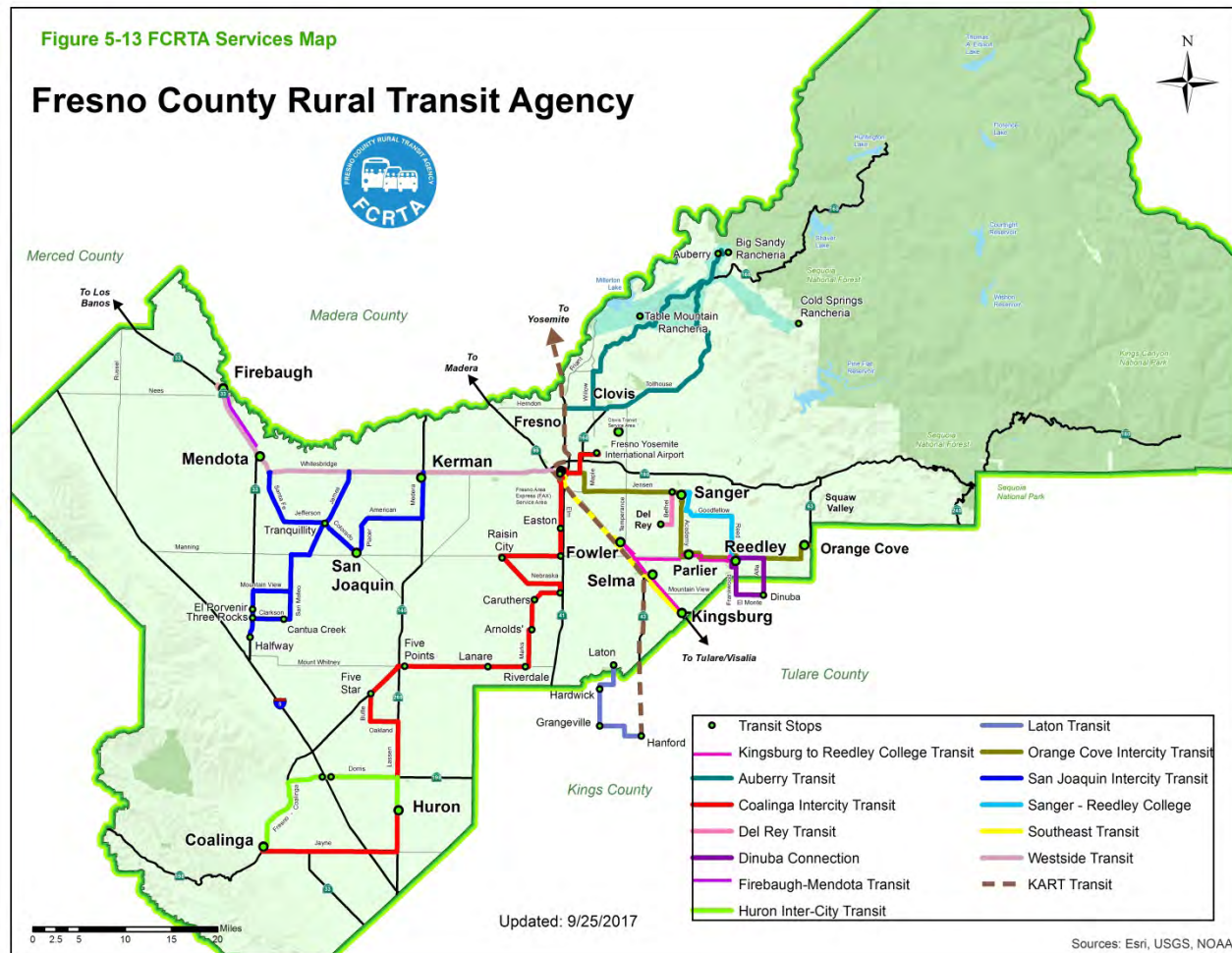
Unincorporated Cities/Communities:

Alder Springs	Friant	Raisin City
Auberry	Halfway	Riverdale
Big Sandy Rancheria	Indian Rancheria	Squaw Valley
Burrough Valley	Laton	Table Mountain Rancheria
Cantua Creek	Marshall Station	Three Rocks
Caruthers	Meadows Lakes	Tollhouse
Cold Spring Rancheria	Miramonte	Tranquility
Del Rey	New Auberry	
Dunlap	Park West Community	
Easton	Pinehurst	
Five Points	Prather	

FCRTA Service Map

Figure 5-13 FCRTA Services Map

Fresno County Rural Transit Agency



Summary of FCRTA's 2017-18 Current Transit Subsystem Contract

FCRTA Subsystem	Days and Times of Operation	Type of Service Number of Buses	Frequency of Inter-City Trips	Also Serves
Auberry Transit Inter-Community Service	M-F: 7:00 am – 3:00 pm	Demand Responsive One Bus (for both Inter-Community and Inter-City Service)	One Round Trip	Adler Springs, Auberry, New Auberry, Big Sandy Indian Rancheria, Burrough Valley, Cold Springs Indian Rancheria, Friant, Jose Basin, Marshall Station, Meadow Lakes, Mile High, Prather, Sycamore
Inter-City Service	Tue: 8:00 am – 4:30 pm	24 Hour prior reservations by end of Mon, for Tues		Above Communities & Table Mountain Indian Rancheria, Tollhouse, Fresno
Del Rey Transit Intra-City Service & Inter-Community Service	M-F: 8:00 am-5:00 pm	Demand Responsive One Bus	Four Round Trips	Del Rey Sanger
Firebaugh Transit Intra-City Service	M-F: 6:45 am – 5:15 pm	Demand Responsive One Bus	Ten Round Trips	Sphere of Influence
Inter-City Service	M-F: 7:00 am – 5:00 pm	Fixed Route with Route Deviation One Bus		Firebaugh and Mendota
Inter-City Service on Westside Transit:	M-F: 6:30 am – 5:45 pm	Fixed Route with Route Deviation	Two Round Trips	With connecting service from Firebaugh, Mendota, Kerman, San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility, & Three Rocks to Fresno
Fowler Transit Intra-City Service	M-F: 7:00 am-4:00 pm	Demand Responsive One Bus	Three Round Trips	Sphere of Influence
Inter-City Service On Southeast Transit:	M-F: 6:30 am – 5:45 pm	Fixed Route with Route Deviation		Fresno, Fowler, Selma, Kingsburg
Huron Transit Intra-City Service I Intra-City Service II Inter-City Service	M-F: 7:00 am – 4:30 pm M-F: 7:00 am – 4:30 pm M-F: 8:30 am – 5:15 pm	Demand Responsive Two Buses Fixed Route with Route Deviation One Bus	Seven Round Trips	Huron, Harris Ranch, , I-5/198 Interchange, West Hills College, Coalinga
Inter-City Service on Coalinga Transit:	M-F: 8:00 am – 5:45 pm	Fixed Route with Route Deviation	One Round Trip	With connecting service from Coalinga, Huron, Riverdale, Lanare, Caruthers & Easton to Fresno

Kingsburg Transit Intra-City Service I	M-F: 7:00 am – 4:00 pm Sa: 8:00 am – 5:00 pm	Demand Responsive Two Buses	Three Round Trips	Sphere of Influence
Intra-City Service II Southeast Transit	M-F: 8:00 am – 5:00 pm M-F 6:30 am – 5:45 pm	Fixed Route with Route Deviation		Kingsburg, Selma, Fowler, Fresno
Kingsburg-Reedley College Transit Inter-City Service	M-F: 6:30 am – 4:45 pm	One Bus Fixed Route with Route Deviation	Three Round Trips	Kingsburg, Selma, Fowler, Parlier, Reedley
Mendota Transit Intra-City Service	M-F: 7:00 am – 5:00 pm	Demand Responsive One Bus	Ten Round Trips	Sphere of Influence
Inter-City Service to F.B.	M-F: 7:00 am – 5:00 pm	Fixed Route with Route Deviation (Bus part of F.B.)		Firebaugh, Mendota
Inter-City Service on Westside Transit:	M-F: 6:30 am – 5:45 pm	Fixed Route with Route Deviation	Two Round Trips	With connecting service from Firebaugh, Mendota, Kerman San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility & Three Rocks to Fresno
Orange Cove Transit Intra-City Service	M-F: 7:00 am – 4:00 pm	One Bus Demand Responsive	Two Round Trips	Sphere of Influence
Inter-City Service	M-F: 6:30 am – 5:45 pm	Fixed Route with Route Deviation		Orange Cove, Reedley, Parlier, Sanger, Fresno
Parlier Transit Intra-City Service	M-F: 7:00 am – 4:00 pm	Demand Responsive One Bus	Two Round Trips	Sphere of Influence
Inter-City Service on Orange Cove Transit:	M-F: 6:30 am – 5:45 pm	Fixed Route with Route Deviation		With connecting service from Orange Cove, Parlier, Reedley, & Sanger to Fresno
Rural Transit Inter-Community Inter-City	M-F: 8:00 am – 5:00pm (By actual operations only)	24 Hour prior reservation Demand Responsive Three Vans	Multiple Round Trips	Beyond existing city service areas – Remote Rural Areas
Sanger Transit Intra-City Service I	M-F: 7:00 am – 4:00 pm Sa: 8:00 am – 5:00 pm	Demand Responsive Four Buses	Nine Round Trips	Sphere of Influence
Intra-City Service II Inter-City Service (SRC)	M-F: 7:00 am – 4:00 pm M-F: 6:15 am – 4:30pm	Fixed Route with Route Deviation		Sanger, Parlier, Reedley
Intra-City Service III Intra-City Service IV Inter-City Service on Orange Cove Transit:	M-F: 7:30 am – 4:30 pm M-F: 8:30 am – 5:30 pm M-F: 6:30 am – 5:45 pm	SRC-One Bus Fixed Route with Route Deviation	Two Round Trips	Orange Cove, Reedley, Parlier, Sanger, Fresno

Summary of FCRTA's 2017-18 Current Transit Subsystem Contract Continued

<u>San Joaquin Transit</u> Intra-City Service and Inter-Community Service	M-F: 6:30 am – 5:00 pm	Demand Responsive One Bus		Sphere of Influence, Cantua Creek, El Porvenir, Half Way, Tranquility, Three Rocks
<u>Selma Transit</u> Intra-City Service-I Intra-City Service-II Intra-City Service-III Inter-City Service on Southeast Transit: Intra-City Service-IV	M-F: 7:00 am – 4:00 pm Sa: 8:00 am – 5:00 pm M-F: 7:00 am – 4:00 pm M-F: 7:30 am – 4:30 pm M-F: 6:30 am – 5:45 pm M-F: 8:30 am – 5:30 pm	Demand Responsive Four Buses Fixed Route with Route Deviation	 Three Round Trips	Sphere of Influence With connecting service from Kingsburg, Selma, & Fowler to Fresno
<u>Shuttle Transit</u> Intra-City Service	M-F: 8:00am -5:00pm (By actual operations Only)	Demand Responsive, Prior Reservation For Employment Only One Bus	Meets Arriving and Departing Inter-City Services	Fresno-Clovis Metropolitan Area
<u>Southeast Transit</u> Southeast Transit	M-F: 6:30 am – 5:45 pm	One Bus Fixed Route with Route Deviation	Three Round Trips	Kingsburg, Selma, Fowler, Fresno
<u>Westside Transit</u> Inter-City Service	M-F: 6:30 am – 5:45 pm	One Bus Fixed Route with Route Deviation	Two Round Trips	With connecting service from Firebaugh, Mendota, San Joaquin, & Kerman to Fresno
<u>West Park Transit</u> Inter-City Transit	M-F: 7:30 am – 5:40 pm	One Bus Fixed Route	Three Round Trips	Outside City of Fresno Sphere of Influence; Jensen & Valentine

Subcontractor provides drivers and dispatch,
FCRTA provides insurance, maintenance, shuttle drivers, and fuel.

Summary of Transit Subsystems Operated Directly by the City of Coalinga, City of Kerman, and City of Reedley

<u>Coalinga Transit</u>				
Intra-City Service	M-F: 8:30 am – 4:30 pm	Demand Responsive One Bus		Sphere of Influence
Inter-City Service on Coalinga Transit:	M-F: 8:00 am – 5:45 pm Sa: 8:00am – 5:45 pm	Fixed Route with Route Deviation	One Round Trip	Coalinga, Huron, Riverdale, Lanare, Caruthers, Easton, Fresno
<u>Kerman Transit</u>				
Intra-City Service	M-F: 7:00 am-4:00 pm	Demand Responsive One Bus		Sphere of Influence
Inter-City Service on Westside Transit:	M-F: 6:30 am – 5:45 pm	Fixed Route with Route Deviation	Two Round Trips	Firebaugh, Mendota, Kerman San Joaquin, Cantua Creek, El Povenir, Half Way, Tranquility, Three Rocks, Fresno
<u>Reedley Transit</u>				
Intra-City Service I	M-F: 7:00 am – 5:30 pm Sa: 8:00 am – 5:00 pm	Demand Responsive Four Buses		Sphere of Influence
Intra-City Service II	M-F: 7:00 am – 5:30 pm			
Intra-City Service III	M-F: 7:00 am – 5:30 pm			
Intra-City Service IV	M-F: 7:00 am – 5:30 pm			
Inter-City Service on Orange Cove Transit:	M-F: 6:30 am – 5:45 pm	Fixed Route with Route Deviation	Two Round Trips	Orange Cove, Parlier, Reedley, Sanger, Fresno

Subcontractor provides maintenance, shuttle, and backup drivers.

Contracted Services: 3 Areas

- ▣ Maintenance
- ▣ Inter-City Fixed Route Service
- ▣ Demand Response Service

Current Maintenance Service Contract

FCRTA Subsystems	Service Type	Number of Vehicles to Provide Service	Total Vehicle Service Hours	Hourly Contract Service Rate	Subtotal of Service Contracts	Contract Totals
Maintenance Shuttle	Rural Areas	0	3,984.00	\$ 27.07	\$ 107,846.88	\$ 107,846.88
CNG Service Tech	Rural Areas	1	1,816.00	\$ 43.30	\$ 78,632.80	\$ 78,632.80
Vehicle Maintenance	Rural Areas	0	6,324.00	\$ 69.86	\$ 441,794.64	\$ 441,794.64
Vehicle Detailing	Rural Areas	0	1,984.00	\$ 25.00	\$ 49,600.00	\$ 49,600.00
TOTALS		1	14,108.00	--	\$ 677,874.32	\$ 677,874.32

Current Inter-City Fixed Route Service Contract

FCRTA Subsystems	Service Type	Number of Vehicles to Provide Service	Total Vehicle Service Hours	Hourly Contract Service Rate	Subtotal of Service Contracts	Contract Totals
Firebaugh Transit	Inter-City (to Mendota)	1	2,418.00	\$ 32.44	\$ 78,439.92	\$ 78,439.92
Huron Transit	Inter-City (to Coalinga)	1	1,922.00	\$ 32.44	\$ 62,349.68	\$ 62,349.68
Kingsburg-Reedley College Transit	Inter-City (to Reedley)	1	2,294.00	\$ 32.44	\$ 74,417.36	\$ 74,417.36
Orange Cove Transit	Inter City (to Fresno)	1	2,542.00	\$ 32.44	\$ 82,462.48	\$ 82,462.48
Sanger Transit	Inter-City (to Reedley)	1	2,294.00	\$ 32.44	\$ 74,417.36	\$ 74,417.36
Southeast Transit	Inter-City	1	2,170.00	\$ 32.44	\$ 70,394.80	\$ 70,394.80
Westside Transit	Inter-City	1	2,294.00	\$ 32.44	\$ 74,417.36	\$ 74,417.36
TOTALS		7	15,934.00	--	\$ 516,898.96	\$ 516,898.96

Current Demand Response Intra-City Service Contract

FCRTA Subsystems	Service Type	Number of Vehicles to Provide Service	Total Vehicle Service Hours	Hourly Contract Service Rate	Subtotal of Service Contracts	Contract Totals
Auberry Transit	Intra-Community (Mountains)	1	1,736.00	\$ 32.44	\$ 56,315.84	\$ 68,967.44
	Inter-Community (to Fresno)	1	390.00	\$ 32.44	\$ 12,651.60	
Del Rey Transit	Inter Community (to Sanger)	1	1,736.00	\$ 32.44	\$ 56,315.84	\$ 56,315.84
Firebaugh Transit	Intra City	1	2,232.00	\$ 32.44	\$ 72,406.08	\$ 72,406.08
Fowler Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Huron Transit	Intra-City	2	4,216.00	\$ 32.44	\$ 136,767.04	\$ 136,767.04
Kingsburg Transit	Intra City	2	4,384.00	\$ 32.44	\$ 142,216.96	\$ 142,216.96
Mendota Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Orange Cove Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Parlier Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Rural Transit	County	3	2,008.80	\$ 32.44	\$ 65,165.47	\$ 65,165.47
Sanger Transit	Intra-City	4	7,936.00	\$ 32.44	\$ 257,443.84	\$ 270,938.88
	Saturday	1	416.00	\$ 32.44	\$ 13,495.04	
San Joaquin Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Selma Transit	Intra City	4	7,936.00	\$ 32.44	\$ 257,443.84	\$ 270,938.88
	Saturday	1	416.00	\$ 32.44	\$ 13,495.04	
Shuttle Transit	Fresno	1	508.40	\$ 32.44	\$ 16,492.50	\$ 16,492.50
TOTALS		27	43,835.20	--	\$1,422,013.89	\$1,422,013.89

Summary of FCRTA's Total Service Contract

FCRTA Subsystems	Service Type	Number of Vehicles to Provide Service	Total Vehicle Service Hours	Hourly Contract Service Rate	Subtotal of Service Contracts	Contract Totals
Auberry Transit	Intra-Community (Mountains)	1	1,736.00	\$ 32.44	\$ 56,315.84	\$ 68,967.44
	Inter-Community (to Fresno)	1	390.00	\$ 32.44	\$ 12,651.60	
Del Rey Transit	Inter Community (to Sanger)	1	1,736.00	\$ 32.44	\$ 56,315.84	\$ 56,315.84
Firebaugh Transit	Intra City	1	2,232.00	\$ 32.44	\$ 72,406.08	\$ 150,846.00
	Inter-City (to Mendota)	1	2,418.00	\$ 32.44	\$ 78,439.92	
Fowler Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Huron Transit	Intra-City	2	4,216.00	\$ 32.44	\$ 136,767.04	\$ 199,116.72
	Inter-City (to Coalinga)	1	1,922.00	\$ 32.44	\$ 62,349.68	
Kingsburg Transit	Intra City	2	4,384.00	\$ 32.44	\$ 142,216.96	\$ 142,216.96
Kingsburg-Reedley College Transit	Inter-City (to Reedley)	1	2,294.00	\$ 32.44	\$ 74,417.36	\$ 74,417.36
Mendota Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Orange Cove Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 146,823.44
	Inter City (to Fresno)	1	2,542.00	\$ 32.44	\$ 82,462.48	
Parlier Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Rural Transit	County	3	2,008.80	\$ 32.44	\$ 65,165.47	\$ 65,165.47
Sanger Transit	Intra-City	4	7,936.00	\$ 32.44	\$ 257,443.84	\$ 345,356.24
	Saturday	1	416.00	\$ 32.44	\$ 13,495.04	
	Inter-City (to Reedley)	1	2,294.00	\$ 32.44	\$ 74,417.36	
San Joaquin Transit	Intra City	1	1,984.00	\$ 32.44	\$ 64,360.96	\$ 64,360.96
Selma Transit	Intra City	4	7,936.00	\$ 32.44	\$ 257,443.84	\$ 270,938.88
	Saturday	1	416.00	\$ 32.44	\$ 13,495.04	
Shuttle Transit	Fresno	1	508.40	\$ 32.44	\$ 16,492.50	\$ 16,492.50
Southeast Transit	Inter-City	1	2,170.00	\$ 32.44	\$ 70,394.80	\$ 70,394.80
Westside Transit	Inter-City	1	2,294.00	\$ 32.44	\$ 74,417.36	\$ 74,417.36
Maintenance Shuttle	Rural Areas	0	3,984.00	\$ 27.07	\$ 107,846.88	\$ 107,846.88
CNG Service Tech	Rural Areas	1	1,816.00	\$ 43.30	\$ 78,632.80	\$ 78,632.80
Vehicle Maintenance	Rural Areas	0	6,324.00	\$ 69.86	\$ 441,794.64	\$ 441,794.64
Vehicle Detailing	Rural Areas	0	1,984.00	\$ 25.00	\$ 49,600.00	\$ 49,600.00
TOTALS		35	73,877.20	—	\$ 2,616,787.17	\$ 2,616,787.17

FCRTA Fleet

- ▣ 92 vehicles, including a number of vehicles that operate on alternative fuels
- ▣ 42 vehicles use compressed natural gas (CNG)
- ▣ 4 electric vehicles



Proposal Form 1.0

INSTRUCTIONS FOR COMPLETING PROPOSED BUDGET FORMS

The Proposed Budget Forms are found at the end of this RFP on pages 201-210 of this RFP. Bidders may complete one, all, or any combination of Proposed Budget Forms, ***but MUST fully complete the Proposed Budget Form for each subsystem group for which proposer wishes to submit a bid.*** Bidders are encouraged to bid on “all” services (and do so by fully completing the “Proposed Budget Form – All”, plus the “Optional Transit Operations Proposed Budget Form”), but are also required to complete each individual form. This is necessary so that FCRTA may, if it chooses, award one or more subsystem groups to another entity. Completing at least one Proposed Budget Form is MANDATORY. Failure to completely fill out the entire page and appropriately fill out at least one Proposed Budget Form will be grounds for rejection of proposal entirely or just the part that is incomplete.

As shown in each Proposed Budget form, proposers have the option of filling out Proposed Budget Forms for:

- 1) ALL FCRTA Transit Operations and Maintenance services and supporting functions; and/or
- 2) Only Inter-City (Fixed Route) Operations; and/or
- 3) Only Intra-City (Demand Response) Operations; and/or
- 4) Only Maintenance services and supporting functions for ALL operations, including Coalinga, Kerman, and Reedley, who currently provide operations using City staff (see #5, next); and/or
- 5) Optional - Only Transit Operations (Fixed Route And Demand Response) for the Cities of Coalinga; Kerman; and Reedley. These 3 Services are NOT included in the ALL FCRTA Budget Form, this form must be completed by all proposers interested in providing this OPERATIONS service.

- Instructions for filling out the Proposed Budget Forms:
 - Please reference existing Hourly Contract Billable Service Rates and costs in pages 197-200 – these are current costs provided for information only.
 - On each Proposed Budget Form, the Totals at the bottom of the “Subtotal of Service Contracts” column and the “Contract Totals” column need to match. Please add in applicable insurance costs for Proposed Budget subservices on that page at the bottom of each Form page.
 - Please reference RFP Section 2.1, Pages 33-35 for days of service and service hours.
 - CNG technician position will be phased out when FCRTA installs fast-fill CNG stations and thereafter will be maintained by installer. But this position/function will still be considered a full-time regular position for the term of this contract until such time as FCRTA notifies CONTRACTOR. At such time, should the position no longer be needed, a reduction in the hourly rate will be negotiated and approved by FCRTA.

- FCRTA currently provides CONTRACTOR with insurance coverage, see page 13 of this RFP. FCRTA is considering requiring CONTRACTOR to provide insurance coverages as part of this next agreement(s). Please insert your bid insurance costs, assuming minimum coverages as detailed on Page 13, on **each** completed Proposed Budget Form so FCRTA may evaluate whether or not to have CONTRACTOR provide insurance. Should FCRTA choose to switch to having CONTRACTOR provide insurance and claims services, CONTRACTOR shall increase its bid hourly rate by the amount of annual insurance costs included on the Proposed Budget Form divided by the annual revenue hours of the service for a single, all-inclusive billing rate.
- For each Proposed Budget Form that is filled out, the Hourly Contract Billable Service Rate proposed must be the SAME Hourly Rate for each of the listed Transit Operations listed in that particular form (service subsystem group). For example, the Hourly Rate to operate Auberry Transit (the first listed Transit Subsystem) must be repeated throughout all listed Subsystems on that proposed budget form. The only exception to this requirement is on the Maintenance Proposed Budget Form. On the Maintenance Proposed Budget Form, Maintenance Shuttle, CNG Service Tech, Vehicle Maintenance, and Vehicle Detailing **may have different** hourly rates.
- If a proposer is completing more than one Proposed Budget Form, it may propose different Hourly Rates for different Budget Forms (or different types/combinations of services). Please keep in mind that Hourly Rates **cannot differ within FCRTA Subsystems** such as Auberry and Del Rey intra-city, etc. *that are contained within the same Proposed Budget Form.*

Proposed Budget Form (All)

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-19
By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract Budgets

FCRTA Subsystems	Service Type	Number of Vehicles to Provide Service	Total Vehicle Service Hours	Hourly Contract Billable Service Rate	Subtotal of Service Contracts	Contract Totals
Auberry Transit	Intra-Community (Mountains)	1	1,736.00		\$ 0.00	
	Inter-Community (to Fresno)	1	390.00		\$ 0.00	\$ 0.00
Del Rey Transit	Inter Community (to Sanger)	1	1,736.00		\$ 0.00	\$ 0.00
Firebaugh Transit	Intra City	1	2,232.00		\$ 0.00	
	Inter-City (to Mendota)	1	2,418.00		\$ 0.00	\$ 0.00
Fowler Transit	Intra City	1	1,984.00		\$ 0.00	\$ 0.00
Huron Transit	Intra-City	2	4,216.00		\$ 0.00	
	Inter-City (to Coalinga)	1	1,922.00		\$ 0.00	\$ 0.00
Kingsburg Transit	Intra City	2	4,384.00		\$ 0.00	\$ 0.00
Kingsburg-Reedley College Transit	Inter-City (to Reedley)	1	2,294.00		\$ 0.00	\$ 0.00
Mendota Transit	Intra City	1	1,984.00		\$ 0.00	\$ 0.00
Orange Cove Transit	Intra City	1	1,984.00		\$ 0.00	
	Inter City (to Fresno)	1	2,542.00		\$ 0.00	\$ 0.00
Parlier Transit	Intra City	1	1,984.00		\$ 0.00	\$ 0.00
Rural Transit	County	3	2,008.80		\$ 0.00	\$ 0.00
Sanger Transit	Intra-City	4	7,936.00		\$ 0.00	
	Saturday	1	416.00		\$ 0.00	
	Inter-City (to Reedley)	1	2,294.00		\$ 0.00	\$ 0.00
San Joaquin Transit	Intra City	1	1,984.00		\$ 0.00	\$ 0.00
Selma Transit	Intra City	4	7,936.00		\$ 0.00	
	Saturday	1	416.00		\$ 0.00	\$ 0.00
Shuttle Transit	Fresno	1	508.40		\$ 0.00	\$ 0.00
Southeast Transit	Inter-City	1	2,170.00		\$ 0.00	\$ 0.00
Westside Transit	Inter-City	1	2,294.00		\$ 0.00	\$ 0.00
Maintance Shuttle	Rural Areas	2	3,984.00		\$ 0.00	\$ 0.00
CNG Service Tech*	Rural Areas	1	1,472.00		\$ 0.00	\$ 0.00
Vehicle Maintenance	Rural Areas	0	6,324.00		\$ 0.00	\$ 0.00
Vehicle Detailing	Rural Areas	0	1,984.00		\$ 0.00	\$ 0.00
TOTALS		37	73,533.20	--	\$ 0.00	\$ 0.00

*Please reference Page ____ for instructions on Proposed Budget Form.

Total Annual Fleet Insurance Costs for all Subservices Listed on this Proposed Budget Form (see pg 13 of RFP)

\$ 0.00

By signing this form we are confirming our desire to bid on this service

Signature _____

Date _____

Proposed Budget Form (Inter-City)

Summary of FCRTA's Inter-City Subsystem Individual and Total Contract Budgets for 2018-19
By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract Budgets

FCRTA Subsystems	Service Type	Number of Vehicles to Provide Service	Total Vehicle Service Hours	Hourly Contract Billable Service Rate	Subtotal of Service Contracts	Contract Totals
Firebaugh Transit	Inter-City (to Mendota)	1	2,418.00		\$ 0.00	\$ 0.00
Huron Transit	Inter-City (to Coalinga)	1	1,922.00		\$ 0.00	\$ 0.00
Kingsburg-Reedley College Transit	Inter-City (to Reedley)	1	2,294.00		\$ 0.00	\$ 0.00
Orange Cove Transit	Inter City (to Fresno)	1	2,542.00		\$ 0.00	\$ 0.00
Rural Transit	County	3	2,008.80		\$ 0.00	\$ 0.00
Sanger Transit	Inter-City (to Reedley)	1	2,294.00		\$ 0.00	\$ 0.00
San Joaquin Transit	Intra City	1	1,984.00		\$ 0.00	\$ 0.00
Southeast Transit	Inter-City	1	2,170.00		\$ 0.00	\$ 0.00
Westside Transit	Inter-City	1	2,294.00		\$ 0.00	\$ 0.00
TOTALS		11	19,926.80	--	\$ 0.00	\$ 0.00

*Please reference Page_____ for instructions on Proposed Budget Form

Total Annual Fleet Insurance Costs for all Subservices Listed on this Proposed Budget Form (see pg 13 of RFP)

\$ 0.00

By signing this form we are confirming our desire to bid on this service

Signature _____

Date _____

Proposal Form 1.3

Proposed Budget Form (Intra-City)

Summary of FCRTA's Intra-City Subsystem Individual and Total Contract Budgets for 2018-19
By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract Budgets

FCRTA Subsystems	Service Type	Number of Vehicles to Provide Service	Total Vehicle Service Hours	Hourly Contract Billable Service Rate	Subtotal of Service Contracts	Contract Totals
Auberry Transit	Intra-Community (Mountains)	1	1,736.00		\$ 0.00	
	Inter-Community (to Fresno)	1	390.00		\$ 0.00	\$ 0.00
Del Rey Transit	Inter Community (to Sanger)	1	1,736.00		\$ 0.00	\$ 0.00
Firebaugh Transit	Intra City	1	2,232.00		\$ 0.00	\$ 0.00
Fowler Transit	Intra City	1	1,984.00		\$ 0.00	\$ 0.00
Huron Transit	Intra-City	2	4,216.00		\$ 0.00	\$ 0.00
Kingsburg Transit	Intra City	2	4,384.00		\$ 0.00	\$ 0.00
	Saturday	1	416.00		\$ 0.00	\$ 0.00
Mendota Transit	Intra City	1	1,984.00		\$ 0.00	\$ 0.00
Orange Cove Transit	Intra City	1	1,984.00		\$ 0.00	\$ 0.00
Parlier Transit	Intra City	1	1,984.00		\$ 0.00	\$ 0.00
Rural Transit	County	3	2,008.80		\$ 0.00	\$ 0.00
Sanger Transit	Intra-City	4	7,936.00		\$ 0.00	
	Saturday	1	416.00		\$ 0.00	\$ 0.00
San Joaquin Transit	Intra City	1	1,984.00		\$ 0.00	\$ 0.00
Selma Transit	Intra City	4	7,936.00		\$ 0.00	
	Saturday	1	416.00		\$ 0.00	\$ 0.00
Shuttle Transit	Fresno	1	508.40		\$ 0.00	\$ 0.00
TOTALS		28	44,251.20	--	\$ 0.00	\$ 0.00

*Please reference Page _____ for instructions on Proposed Budget Form

Total Annual Fleet Insurance Costs for all Subservices Listed on this Proposed Budget Form (see pg 13 of RFP)

\$ 0.00

By signing this form we are confirming our desire to bid on this service

Signature _____

Date _____

Proposal Form 1.4

Proposed Budget Form (Maintenance)

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-19
By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract Budgets

FCRTA Subsystems	Service Type	Number of Vehicles to Provide	Total Vehicle Service	Hourly Contract Billable Service	Subtotal of Service Contracts	Contract
Maintance Shuttle	Rural Areas	2	3,984.00		\$ 0.00	\$ 0.00
CNG Service Tech*	Rural Areas	1	1,472.00		\$ 0.00	\$ 0.00
Vehicle Maintenance	Rural Areas	0	6,324.00		\$ 0.00	\$ 0.00
Vehicle Detailing	Rural Areas	0	1,984.00		\$ 0.00	\$ 0.00
TOTALS		3	13,764.00	--	\$ 0.00	\$ 0.00

*Please reference Page _____ for instructions on Proposed Budget Form

Total Annual Fleet Insurance Costs for all Subservices Listed on this Proposed Budget Form (see pg 13 of RFP)

\$ 0.00

By signing this form we are confirming our desire to bid on this service

Signature _____

Date _____

Proposal Form 1.5

Proposed Budget Form (Optional Services)

Summary of FCRTA's Maintenance Individual and Total Contract Budgets for 2018-19
By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract Budgets

FCRTA Subsystems	Service Type	Number of Vehicles to Provide Service	Total Vehicle Service Hours	Contract Billable Service Rate	Subtotal of Service Contracts	Contract Totals
Coalinga Transit	Intra-City	1	1,824.00		\$ 0.00	\$ 0.00
Coalinga Transit	Inter-City (to Fresno)	1	3,267.00		\$ 0.00	\$ 0.00
Kerman Transit	Intra-City	1	1,952.00		\$ 0.00	\$ 0.00
Reedley Transit	Intra-City	3	6,823.00		\$ 0.00	\$ 0.00
TOTALS		6	13,866.00	--	\$ 0.00	\$ 0.00

*Please reference Page _____ for instructions on Proposed Budget Form

Total Annual Fleet Insurance Costs for all Subservices Listed on this Proposed Budget Form (see pg 13 of RFP)

\$ 0.00

By signing this form we are confirming our desire to bid on this service

Signature _____

Date _____

**PROPOSAL FORM 1.6 – SAMPLE – Bidders to Fill-in with Proposed
Staffing/Wages
PROPOSED STAFFING LEVELS-OPERATIONS, ADMINISTRATION AND MAINTENANCE**

	FY 18/19		FY 19/20		FY 20/21		FY 21/22		FY 22/23		FY 23/24		FY 24/25	
	#	Wage Scale	#	Wage Scale	#	Wage Scale	#	Wage Scale	#	Wage Scale	#	Wage Scale	#	Wage Scale
General Manager/Director														
Safety & Training Supervisor/ Transit Supervisor III														
Transit Supervisor I														
Account Clerk														
Dispatchers														
Maintenance Manager														
CNG Mechanic														
Transit Mechanic III														
Transit Mechanic II														
Transit Mechanic I														
Full Time Vehicle Operators														
Part Time Vehicle Operators														
Extra Board Operators														
Training Wages														
Probationary Wages														
Other Staff (specify title and function)														
1.														
2.														
Personnel Located Off-Site														
Total Staffing														

PROPOSAL FORM 1.7

DRIVER/DISPATCH STAFF WAGE and BENEFIT DETAIL

(Alternate Formats for providing the required information are acceptable.)

Wage Scale by Seniority

Seniority	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Training							
Start							
6 months							
1 Year							
2 Years							
3 Years							
4 Years							
5 Years							
6 Years							
7 Years							
8 Years							
9 Years							
10+ Years							

Additional wage information:

Benefits

Type of Benefit	Description of Contribution or Coverage	Employer Paid Share vs Employee Paid Share, individual AND family
Medical		
Dental		
Vision		
Life Insurance		
Holiday Pay		
Bereavement Leave		
Paid Time Off		
Paid Sick Leave		
Other		

Additional benefit information:

PROPOSAL FORM 1.8

ADDENDUM RECEIPT

The bidder acknowledges that it has received the following Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

**CERTIFICATION OF UNDERSTANDING
REGARDING FCRTA'S RIGHTS TO AWARD ALL, A PORTION, OR NONE OF THE
SERVICES INCLUDED IN THIS REQUEST FOR PROPOSALS**

I, _____, hereby certify on behalf of _____
that I understand, acknowledge, and agree that:

Fresno County Rural Transit Agency reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein. There may or may not be an interview element to the selection process.

Fresno County Rural Transit Agency reserves the right to reject any or all proposals, to waive any requirements, both FCRTA's and those proposed by the vendor; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of FCRTA to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; to award the contract for all services listed in its entirety or partially (or none of the services) should FCRTA choose to obtain some services outside this RFP process, and to award portions or all of the services covered in this solicitation to other than the lowest priced bidder, if desired; and to evaluate in its absolute discretion, the proposal of each vendor, so as to select the vendor which best serves the requirements of FCRTA, thus insuring that the best interest of FCRTA will be served. Proposers past performance in the transit industry, and the FCRTA's assurance that each proposer will provide service as proposed, will be taken into consideration when proposals are being evaluated.

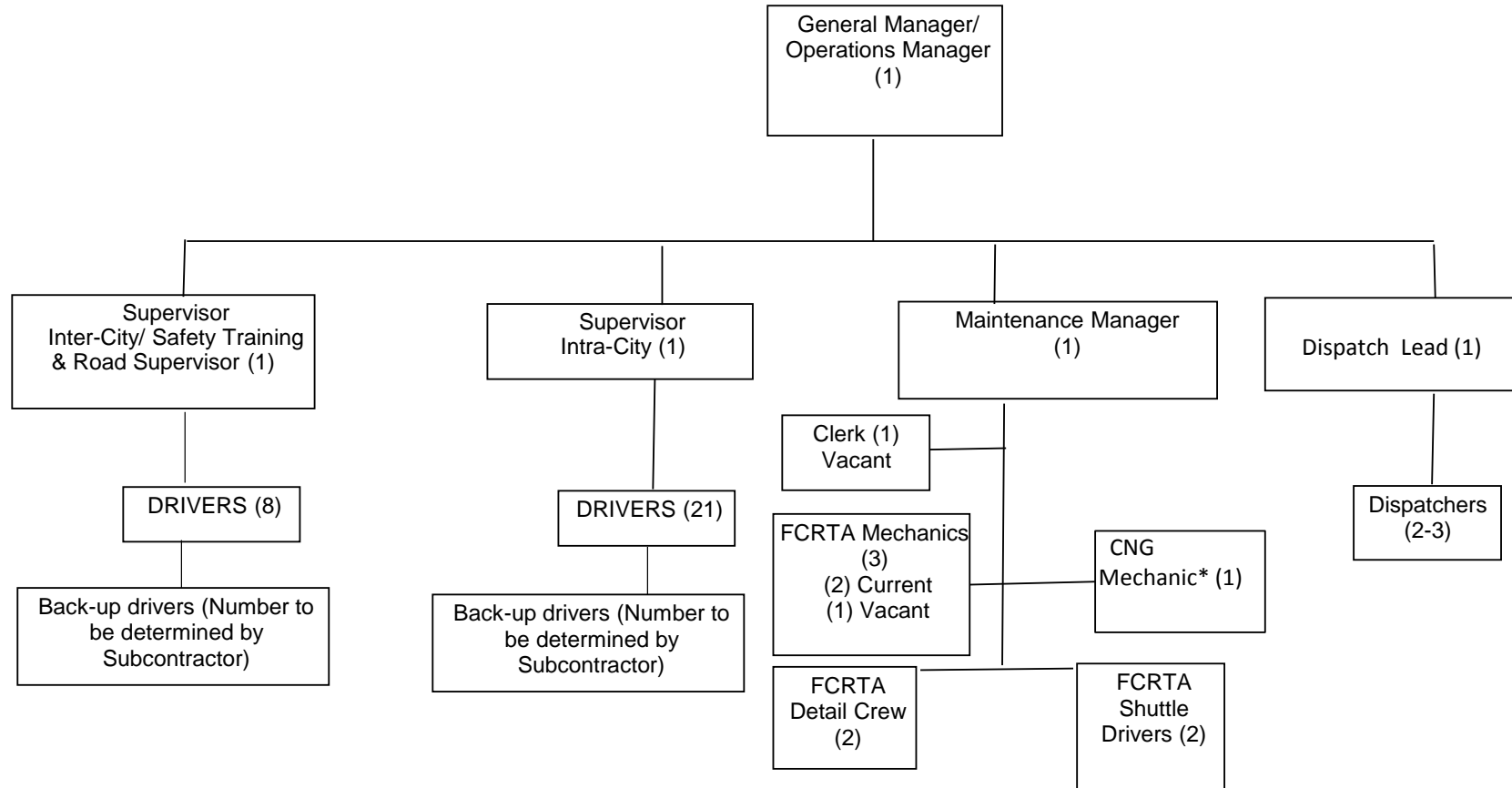
The right is reserved by the Fresno County Rural Transit Agency to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, to award the contract to other than the lowest bidder, to award some or none of the services included in the solicitation, and to award a contract(s) according to the proposal(s) which best serves the interests of FCRTA.

Date Executed: _____

SIGNATURE: _____

Name/Title (printed): _____

CONCEPTUAL FCRTA TRANSIT CONTRACTOR ORGANIZATION CHART



* CNG Mechanic position will be phased out once new CNG fueling stations are installed and serviced by installer

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