



REQUEST FOR JOINT PROPOSALS

FOR FRESNO COUNTY RURAL TRANSIT AGENCY & FRESNO AREA EXPRESS

SOCIAL SERVICES TRANSPORTATION SERVICES



RELEASE DATE: April 3, 2023
SUBMITTAL DEADLINE: April 18, 2023

COF RFP #:12302255
FCRTA Contract #: 2023-01

NOTICE INVITING PROPOSALS

REQUEST FOR JOINT PROPOSAL (RFP)

For

SOCIAL SERVICES TRANSPORTATION SERVICES

Issue Date: April 3, 2023

Issued By: FCRTA
2035 Tulare Street, Suite 201
Fresno CA, 93721

FAX
2223 G Street
Fresno, CA, 93702

Inquiries: For Rural Application
Janelle Del Campo
FCRTA Operations Manager
Email: delcampo@fresnocog.org

For Urban Application
Gregory A. Barfield
FAX Director
Email: gregory.barfield@fresno.gov

Proposals Due: April 18, 2023

The Fresno County Rural Transit Agency (FCRTA) and Fresno Area Express (FAX) are soliciting proposals to provide social service transportation in two (2) service areas: Rural Fresno County and Urban- City of Fresno.

A. OBTAINING THE REQUEST FOR PROPOSALS

The solicitation may be obtained via FCRTA's website at <https://www.ruraltransit.org/documents/> or at the City of Fresno website www.fresno.gov, *Doing Business* (at the top of the screen), *Bid Opportunities*.

B. SUBMITTAL LOCATION

One (1) original and one (1) printed copy must be received on or before 5:00 p.m., April 18, 2023, at:

Fresno County Rural Transit Agency
Attn: Request for Joint Proposal
2035 Tulare Street, Suite 201
Fresno, CA 93721

Fresno Area Express
Attn: Request for Joint Proposal
2223 G Street
Fresno, CA 93706

Proposers may also submit proposals electronically in the following manner:

For FCRTA:
Submit to delcampo@fresnocog.org

For FAX:
Submit via City's Planet Bids website
www.fresno.gov/finance/, *Doing Business* (at the top of the screen),
Bid Opportunities

In the event that both a paper and electronic proposal for the same project is submitted, the FCRTA and FAX will use and accept the electronic version as the authorized submittal.

Proposals submitted after the proposal due date **will not** be accepted.

C. NOTICE OF DETERMINATION

The Proposer agrees that the FCRTA and City of Fresno (COF) may have **120** days to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

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INSTRUCTIONS TO PROPOSERS

A. SUBMITTAL REQUIREMENTS

Each Proposer shall carefully examine each and every term of this Request for Proposal; and each Proposer shall judge all the circumstances and conditions affecting its proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposal.

No proposal will be considered for award unless it is submitted on the proposal forms furnished within this solicitation, completely filled out, properly signed by the Proposer and delivered, under sealed cover plainly marked:

FRESNO COUNTY RURAL TRANSIT AGENCY/FRESNO AREA EXPRESS REQUEST FOR JOINT PROPOSAL COMMUNITY TRANSIT SERVICES PROPOSAL

at the FCRTA office, 2035 Tulare Street, Suite 201, Fresno, CA 93721 and the FAX office, 2223 G Street, Fresno, CA 93706, on or before the date and time specified in the Request for Proposals. For electronic submittals, follow the instructions listed in the FCRTA website and COF website. The time clock on the COF's Planet Bids website will be the official clock for documenting the time of filing.

B. PRE-SOLICITATION CONFERENCE

A pre-solicitation conference will be held at 10 a.m., April 11, 2023, at FCOG, 2035 Tulare St. Suite 201, Fresno, CA 93721. Prospective Bidders are encouraged to attend since Staff will be present to answer any questions regarding the Specifications.

The meeting room is physically accessible. Services of an interpreter and additional accommodations such as assistive listening devices can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event.

C. SELECTION PROCESS AND EVALUATION CRITERIA

The FCRTA and COF will establish separate selection committees to score proposals based on the evaluation criteria stated herein.

The Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose proposals include a failure to comply with or take exception to these Specifications may be considered nonresponsive and dropped from the evaluation process.

The Selection Committee will evaluate the proposals on the following criteria:

1. **Key Personnel Experience** - Technical experience in performing work of a closely similar nature; experience working with public agencies; experience in providing specifically this type of service, strength and stability of the firm; strength, stability, experience, and technical competence of sub-consultants; assessment by client references; references with demonstrated success in providing similar services.
2. **Capacity** – The current and future capacity of the contractor to meet the needs of the social service transportation program.
3. **References** – Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed.
4. **Completeness of Response** - Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements that the Agency cannot or will not accommodate; and any other relevant factors not considered elsewhere.
5. **Debarment** – Any proposer found to be debarred from federal, state, or local procurements will be excluded or disqualified from award.
6. **CTSA Conformance** – All proposals will be reviewed to verify that program or operation meets the requirements of the designated Fresno County Rural and Urban CTSA. The proposal will also be reviewed to ensure that the proposed program or operation is cost effective and will be administered and operated in a way consistent with sound financial, legal, and business practices.
7. **Community Benefit** – Proposals will be evaluated to determine the benefits to the clients and passengers being served.

D. RESERVATION OF RIGHTS

FCRTA and COF reserves, holds and may exercise, at its sole discretion, the following rights and conditions with regard to this RFP, and by responding to this RFP, Proposers acknowledge and consent to the following rights and conditions:

1. FCRTA and COF reserves the right to reject any and all proposals received or to negotiate separately in any manner necessary to serve the best interests of FCRTA or COF, in accordance with applicable law.
2. This RFP does not obligate FCRTA or COF to procure or to contract for any services.
3. FCRTA and COF reserves the right to establish a competitive range.
4. FCRTA and COF reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.
5. FCRTA and COF reserves the right to suspend or abandon the procurement process at any time.
6. FCRTA and COF reserves the right to change or alter the schedule for any events associated with this procurement upon notice to all potential DB Entities.
7. FCRTA and COF reserves the right to eliminate any proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
8. FCRTA and COF reserves the right to waive any non-material defects, technicalities, or informalities in the proposal or non-material deviations from the requirements set forth in this RFP.
9. FCRTA and COF reserves the right to designate a representative to act in its place or on its behalf during this procurement process.
10. FCRTA and COF reserves the right to conduct investigations of the proposers and their proposal (including, but not limited to, contacting references) to clarify the information provided pursuant to this RFP, and to request additional evidence to support the information included in any proposal.
11. FCRTA and COF reserves the right to award to multiple Proposers.
12. FCRTA and COF reserves the right 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 and COF.

E. AWARD AUTHORITIES

Award authority is bifurcated between FCRTA who is the sole designee for Rural Fresno County and COF who is the sole designee for the Fresno Metropolitan Area. These separate award authorities are as follows:

1. **City of Fresno** – The Fresno Metropolitan Area award will be subject to the approval of the Fresno City Council.
2. **Fresno County Rural Transit Agency** – The Rural Fresno County award will be subject to the approval of the Board of Directors.

F. TIME OF AWARD

The Proposer agrees that the FCRTA and COF may have **120** days to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

G. NOTIFICATION OF DETERMINATION

1. FAX: Once FAX has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value, FAX will notify the awarded proposer and the actual award of the contract will be by the City Council. The award and agreement/contract will be executed following the approval by the Fresno City Council.
2. FCRTA: Once FCRTA has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value, FCRTA will notify the awarded proposer and the actual award of the contract will be by the FCRTA Board. The award and agreement/contract will be executed following the approval by the FCRTA Board.

PROPOSAL AND CONTRACT DOCUMENTS

A. CHECKLIST

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

The Contract shall be in effect for three (3) years with two (2) one (1) year options from the date of the Notice to Proceed.

REQUIRED

- 1. **COVER LETTER**, including company name, address, contact name, phone number, and fax number.
- 2. **FY 23-24 OPERATIONS PROGRAM & BUDGET (OPB)**
- 3. **PROPOSER'S QUALIFICATION QUESTIONNAIRE**, page 6
- 4. **REFERENCES**, page 7
- 5. **ACCEPTANCE OF INDEMNIFICATION & INSURANCE REQUIREMENTS**, page 8
- 6. **CONFLICT OF INTERESTS FORM**, page 9
- 7. **PAST THREE YEARS OF AUDITS** (see SOW, para. C, pg. 44)
- 8. **ADDENDA** - Signature page of all Addenda issued, Addenda No. __ to __.
(Enter numbers if applicable)
- 9. **SAMPLE AGREEMENT**, page 10
- 10. **PRE-SOLICITATION CONFERENCE (Optional)**, April 11, 2023.

Name: _____

Company: _____

Phone: _____

Email: _____

B. PROPOSER QUALIFICATION QUESTIONNAIRE

1. What is the proposer's experience providing social service transportation in conformance with the Transportation Development Act (TDA) and Fresno Council of Governments (FCOG) AB 120 Action Plan?
2. Where is the current location of the proposer's maintenance facility and fleet?
3. What is the current inventory of the proposer's fleet? Inventory should include make, model, year, and any special equipment.
4. What technology will the proposer employ to monitor and maintain conformance with the annual operations program & budget?
5. What is the proposer's financial stability to maintain long term social service transportation for the designated service areas? This information may be furnished under confidential cover.
6. How do the proposed services benefit the community?

C. REFERENCES

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1. AGENCY/COMPANY

NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

EMAIL _____

PHONE NUMBER: _____ LENGTH OF CONTRACT: _____ YEARS

TYPE OF SERVICES PROVIDED: _____

2. AGENCY/COMPANY

NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

EMAIL _____

PHONE NUMBER: _____ LENGTH OF CONTRACT: _____ YEARS

TYPE OF SERVICES PROVIDED: _____

3. AGENCY/COMPANY

NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

EMAIL _____

PHONE NUMBER: _____ LENGTH OF CONTRACT: _____ YEARS

TYPE OF SERVICES PROVIDED: _____

D. ACCEPTANCE OF INDEMNIFICATION AND INSURANCE

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION
AND INSURANCE REQUIREMENTS**

**REQUEST FOR PROPOSAL FOR
SOCIAL SERVICES TRANSPORTATION SERVICES**

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

- ACCEPT**
- DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:

Signature of Authorized Person

Type or Print Name of Authorized Person

E. DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the FCRTA or City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the FCRTA or City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the FCRTA or City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the FCRTA or City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any FCRTA or City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Name _____ Company _____

Address _____

Signature _____ Date _____

Explanation:

Additional page(s) attached

F. SAMPLE AGREEMENT

CITY OF FRESNO SERVICE CONTRACT

THIS CONTRACT (Contract) is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and [Contractor Name], [Legal Identity] (Contractor), as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Functional Specifications" and "Technical Requirements" for the following: [Title and Request for Proposals No.] copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[Dollar amount; e.g. \$5,000]), as set forth in the Proposal, Consultant promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. The City accepts the Consultant's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. The Consultant agrees to accept electronic payment from the City.

4. INDEMNIFICATION. To the furthest extent allowed by law, including but not limited to California Civil Code section 2782, the Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Contract.

5. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by the City shall be subsequent to that of the Consultant's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,
A California municipal corporation

[CONTRACTOR NAME],
[Legal Identity]

By: _____
[Name]
[Title]

By: _____

Name: _____

Dated: _____

Title: _____

(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____

By: _____
[Attorney Name] Date
Supv./Senior Deputy City Attorney

Name: _____

Title: _____

(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

REVIEWED BY:

By: _____
Date
Deputy

Addresses:
CITY:
City of Fresno
Attention: [Name]
[Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
E-mail: [E-mail address]

CONTRACTOR:
[Contractor Name]
Attention: [Name]
[Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
E-mail: [E-mail address]

FCRTA SERVICE CONTRACT

FRESNO COUNTY RURAL TRANSIT AGENCY

AGREEMENT FOR CONTRACTOR SERVICES

This AGREEMENT, made and entered into this _____ day of _____, 2023, (“Execution Date”) by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, 2035 Tulare St., Suite 201, Fresno, California 93721, a joint powers Public Agency (hereafter referred to as "FCRTA"), and _____. FCRTA and CONTRACTOR are each a “Party” to this Agreement and collectively are the “Parties” to this Agreement.

WITNESSETH:

WHEREAS, FCRTA and FAX released a RFP for social service transportation services and _____ responded to the RFP in the form of an OPB detailed in Section I. Paragraph A. (hereafter referred to as “PROJECT”); and

WHEREAS, CONTRACTOR represents it is qualified to perform the services required for the PROJECT and is willing to perform such services pursuant to the terms and conditions stated in this Agreement; and

NOW, THEREFORE, it is agreed by FCRTA and CONTRACTOR as follows:

I. CONTRACTOR’S OBLIGATIONS

A. The CONTRACTOR shall perform all work necessary to operate the PROJECT. CONTRACTOR shall perform all operative and administrative tasks for the PROJECT. The PROJECT shall consist of providing social services transportation to the rural areas of Fresno County as detailed in the Urban & Rural Social Service Transportation Proposed Operations Program & Budget FY 2023-2024 (hereafter referred to as Exhibit A).

B. CONTRACTOR shall perform the tasks and services contemplated by this Agreement according to the PROJECT as set in Section I. Paragraph A. and according to the requirements of this Agreement.

C. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical

area in which CONTRACTOR practices his profession. All products of whatsoever nature which CONTRACTOR delivers to FCRTA pursuant to this Agreement shall be prepared in a substantial, first class manner and conform to the standards of CONTRACTOR's profession.

II. FCRTA's OBLIGATIONS

A. FCRTA shall compensate CONTRACTOR as provided in section III of this Agreement.

B. FCRTA will make available to the CONTRACTOR any document, studies, or other information in its possession related to the PROJECT.

III. COMPENSATION

A. Total Compensation.

Notwithstanding any other provision in this Agreement, the basic fee for the services rendered shall be limited by an amount not to exceed the sum of \$ as detailed in Exhibit A.

B. Payments.

FCRTA shall make payments to CONTRACTOR upon receipt and approval by FCRTA of CONTRACTOR's invoices, based upon completion of the task and services as set forth in Section I Paragraph A. Payments to CONTRACTOR shall be based upon FCRTA's evaluation of the completion of each respective component.

C. Invoices.

CONTRACTOR shall submit two copies of each invoice with adequate supporting documentation of work billed and costs charged by Task as set forth in Section I Paragraph A, to FCRTA, specifying those services which CONTRACTOR believes have been completed. The invoice shall specify: (1) hours worked multiplied times the billing rates, (2) an itemization of other direct cost and/or subcontractor fees; (3) the total amount billed for the current period, (4) the total amount billed to-date for the project. (5) the retention amount withheld. The invoice shall include a written progress report adequately describing the services billed and provided, and summarizing the status of the PROJECT in regards to task completion, timelines, and budget.

D. Payment.

Within 30 days of receipt of a proper invoice, FCRTA shall determine whether CONTRACTOR has adequately performed to the satisfaction of FCRTA the item(s) for which CONTRACTOR seeks payment, and shall remit payment thereof to CONTRACTOR.

E. Disputes.

If FCRTA determines that CONTRACTOR has not adequately performed any such task or services, FCRTA shall inform CONTRACTOR of those acts in writing which are necessary for satisfactory completion of the item(s). CONTRACTOR shall undertake any and all work to satisfactorily complete the item(s) at no additional charge to FCRTA.

In the event there is a dispute over an alleged error or omission by CONTRACTOR, FCRTA shall have the right to withhold payment of CONTRACTOR's fees in the disputed amount.

FCRTA and CONTRACTOR shall endeavor to resolve any dispute informally between them. In the event the dispute cannot be thus resolved, either Party may request the Parties engage in arbitration or mediation (hereafter referred to as "arbitration") of the dispute before an independent arbitrator. In the case the Parties mutually agree to arbitrate the dispute, they shall mutually select an independent arbitrator or panel of arbitrators from Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or another entity mutually agreed to. In the event a panel of arbitrators is selected, each Party shall select one member, and shall mutually agree on a third member of the panel. Any arbitration shall occur in Fresno County, California.

IV. TERMINATION

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCRTA or the CONTRACTOR upon thirty (30) calendar days written notice. If FCRTA terminates this Agreement, CONTRACTOR shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. Breach of Contract.

FCRTA may immediately suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA there is:

1. an illegal or improper use of funds;
2. a failure to comply with any term of this Agreement;
3. a substantially incorrect or incomplete report, study, or other documents or documentation submitted to FCRTA;
4. improperly performed services under this Agreement.

In no event shall any payment by FCRTA constitute a waiver by FCRTA of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to FCOG with respect to the breach or default.

C. Non-Allocation of Funds.

The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. CONTRACTOR services and reimbursements beyond June 30, 2024, are subject to the inclusion of this project in the FCRTA FY 2024-25 Budget. Should sufficient funds not be allocated, the services to be provided hereunder may be modified, or this Agreement terminated at any time by FCRTA's giving the CONTRACTOR thirty (30) days advance written notice.

D. In the event of any termination of this Agreement, all finished and unfinished work materials, including, without limitation, notes, minutes, research, documents, maps, graphs, and studies, shall be FCRTA's property, and at FCRTA's sole option, shall be delivered by CONTRACTOR to FCRTA.

V. RIGHT TO PUBLISH/OWNERSHIP OF MATERIALS

FCRTA shall be the owner of all materials produced pursuant to this Agreement upon completion and full performance of this Agreement by CONTRACTOR and shall have the right to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared by CONTRACTOR under this Agreement. CONTRACTOR shall not be liable for misuse or modification beyond their control by FCRTA of materials produced pursuant to this agreement.

VI. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR to be provided under this Agreement, it is mutually expressly understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to FCRTA employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save FCRTA harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is

acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to FCRTA or to this Agreement.

VII. ASSIGNMENT

CONTRACTOR shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve the CONTRACTOR of his liability and obligation under this contract, and all transactions with the FCRTA must be through the CONTRACTOR. Subcontractors may not be changed by CONTRACTOR without the prior express written approval of FCRTA.

CONTRACTOR has named no subcontractors ("Approved Subcontractors") as subcontractor(s) for the purposes of this Agreement. CONTRACTOR represents and covenants by entering into this Agreement that it is the prime contractor in this Agreement, and that it is responsible for all acts or omissions of its said subcontractors, if any. CONTRACTOR shall also be responsible for submitting invoices, in accordance with the requirements of Section III of this Agreement, to FCRTA for work performed by the Approved Subcontractors, and shall remit payment to the Approved Subcontractors in accordance with the agreements between CONTRACTOR and the Approved Subcontractors. FCRTA shall have no responsibility to provide compensation directly to the approved Subcontractors, if any.

VIII. BINDING NATURE OF AGREEMENT; MODIFICATION

The Parties agree that all of the terms of this Agreement and its Exhibits shall be binding upon them and that together these terms constitute the entire Agreement of the Parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Parties. This Agreement shall be binding upon FCRTA, the CONTRACTOR, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

IX. INDEMNITY

CONTRACTOR agrees to indemnify, save, hold harmless, and at FCRTA's request, defend the FCRTA, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorney's fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to FCRTA to the extent they are caused from any negligent, recklessness or willful misconduct of CONTRACTOR, its officers, agents,

subcontractors, or employees in their performance of this Agreement, and from any and all costs and expenses (including reasonable attorney's fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death and property damage), occurring or resulting to any person, firm, corporation, or entity who may be injured or damaged to the extent such injury or damage arises from any negligent acts, errors or omissions of CONTRACTOR, its officers, agents, subcontractors, or employees in their performance of this Agreement.

X. NON DISCRIMINATION AND DBE

CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out all applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as FCRTA deems appropriate.

XI. INSURANCE

The 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. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit ;

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

1. In that the FCRTA and their appointive and elective officers and employees are additionally named insured.
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 Operations 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 ongoing in-service training of all drivers. After review of the accident/incident, FCRTA will evaluate and determine which classification the accident/incident falls under to determine corrective action. FCRTA will make a determination of which classification based on review of police reports if available and DMV pull notice report. The Contractor shall assume any and all liability for non-compliance with this provision.

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.

XII. CONFLICT OF INTEREST

CONTRACTOR covenants that it has no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

XIII. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the Execution Date and shall remain in full force and effect through June 30, 2024 unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the Parties hereto, this Agreement may be extended beyond that date.

XIV. NOTICES

Any and all notices between FCRTA and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, at such addresses set forth below:

FCRTA

Fresno County Rural Transit Agency

2035 Tulare St., Suite 201
Fresno, CA 93721

CONTRACTOR

For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, commencing with section 810).

XV. PROJECT MANAGER

The CONTRACTOR's project manager shall be Michelle Tutunjian. CONTRACTOR may not change its project manager without obtaining prior express written approval by FCRTA. It is understood by the Parties hereto that in entering into an agreement of this type with CONTRACTOR, FCRTA has evaluated Exhibit A and taken into consideration the project team designated therein for this PROJECT, including but not limited to CONTRACTOR's designation of Michelle Tutunjian as the project manager for said PROJECT.

XVI. VENUE; GOVERNING LAW

Venue for any claim or action arising under this Agreement shall only be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

XVII. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all current Federal, State, and local laws, ordinances, and regulations applicable in carrying out its obligations under this Agreement.

CONTRACTOR agrees that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. seq., shall be used to determine the eligibility of individual items of cost.

CONTRACTOR also agrees to comply with applicable federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 8546.7, the CONTRACTOR, contractor's subcontractors, and the FCRTA shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the cost of administering the contract. All Parties shall make such material available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Any duly authorized representative of the FCRTA, the state, or federal government shall have access to any books, records, and documents that are pertinent to the contract for audits examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under Title 2, CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR, Part 1201, Uniform Administrative

Requirements Costs Principles, and Audit Requirements for Federal Awards, are subject to repayment by Contractor to FCRTA.

VIII. CONTRACTOR'S LEGAL AUTHORITY

Each individual executing or attesting this Agreement on behalf of CONTRACTOR hereby covenants, warrants, and represents: (1) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's article of incorporation or charter and bylaws; (2) that this Agreement is binding upon such corporation; and (3) that CONTRACTOR is a duly organized and legally existing corporation in good standing in the State of California.

XIX. NO THIRD PARTY BENEFICIARIES

Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

XX. SEVERABILITY

In the event any provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties will use their best efforts to meet and confer to determine how to mutually amend such provisions with valid and enforceable provisions, and the remaining provisions of this Agreement will nevertheless continue in full force and effect without being impaired or invalidated in any way.

XXI. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES

The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. This Agreement is the product of negotiation between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the County of Fresno shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

XXII. DRUG FREE WORK PLACE

CONTRACTOR shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit A- "Drug Free Workplace

Certification”, attached hereto and incorporated herein by this reference as though set forth in full.

XXIV. INTEGRATED AGREEMENT

This Agreement represents the full and complete understanding of the Parties with respect to the subject matter hereof, and all preliminary negotiations and oral or written agreements with respect thereto are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CONTRACTOR,

By _____

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

By _____
BRYAN ROME, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CONTRACTOR:

By _____

Print _____

GENERAL CONDITIONS

A. DEFINITIONS

Wherever used in the Specifications, including the Instructions to Proposers, the proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning:

1. “**Centralized Administration**” shall mean a specific benefit and goal of the Fresno County Rural CTSA. Centralized Administration is the ability one agency to amalgamate with other agencies to provide a broader-based and a more comprehensive view of service needs and objectives. This is an enhanced planning capability that has resulted in a more effective utilization of available funds. Centralized Administration has also resulted in more consolidated and more efficient service delivery.
2. “**Centralized Dispatching**” shall mean a specific benefit and goal of the Fresno County Rural CTSA. The CTSA has consolidated dispatching for its contracted transportation services into one central center. Dispatch consolidation has resulted in the reduction of transferred calls, a better regional awareness within the County, consistency, expertise, economic and operational efficiencies and better accountability, data and customer service.
3. “**Centralized Maintenance**” shall mean a specific benefit and goal of the Fresno County Rural CTSA. The CTSA has established a preventative maintenance program that provides on-site maintenance services for CTSA vehicles. At one site all-preventative maintenance work (defined as tune-ups, oil changes and lubes, complete brake work and other minor repairs) is performed on CTSA vehicles by trained professional certified mechanics. The maintenance services of this facility are also offered to other local social service programs that do not contract with the CTSA to perform social services transportation.
4. “**Combined Purchasing**” shall mean a specific benefit and goal of the Fresno County Rural CTSA. The CTSA conforms has a combined purchasing policy that utilizes annual bidding in order to compare market costs and utilize the lowest cost for goods and services. This bidding process includes vehicle “best” quality in parts, fuel, insurance policy coverages and for all other major goods and services. This process has resulted in cost savings and a more efficient use of existing funds for all CTSA members.
5. “**Community Transit Service**” shall mean transportation services designed specifically for, or specifically serving the elderly, disabled, children, and low-income clients of social service programs. Examples of these services are demand

response modes of transportation such as Dial-A-Ride, and Paratransit that typically utilize ramp or lift-equipped vehicles to transport riders in need of assistance to access the vehicle.

6. "**Consolidated Transportation Service Agency (CTSA)**" shall mean an agency designated pursuant to AB 120. This is an agency (FCRTA and FAX) which are designated by the Regional Transportation Planning Agency (RTPA)—FCOG in Fresno County, to provide for coordinated/consolidated transportation services within the jurisdiction of the RTPA. FCRTA and FAX are eligible to claim Transportation Development Act Article 4.5 monies, if the claim is approved by the RTPA.
7. "**Contract**" and "**Contract Documents**" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
8. "**Contractor**" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the FCRTA and City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.
9. "**Driver Training Programs**" shall mean a specific benefit and goal of the Fresno County Rural and Urban CTSA. The CTSA has developed a comprehensive program for driver training and orientation of all drivers of CTSA vehicles. This driver training program meets the requirements of the California Highway Patrol and the California Department of Education for their various driver certifications. This program is a valuable resource for driver training that is also utilized by drivers of public transit vehicles within Fresno County. This program is also viewed as prime example of the consolidation and coordination of resources that are provided by the Fresno County Rural and Urban CTSA.
10. "**Operations Program & Budget (OPB)**" shall mean a document generated every fiscal year that describes the social services transportation programs, operational statistics, proposed budgets as described in 21 CCR 6630, 6632, 6681 and other requirements adopted by the Fresno Council of Governments.
11. "**Proposer**" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.
12. "**Social Services Transportation**" shall mean a more broad, general description of Community Transit services that covers or is associated with all forms of

transportation that are intended to serve clients of social service agencies. Social Services Transportation is intended to serve low mobility groups (elderly, disabled, children, low-income) while achieving cost savings, lowered insurance premiums and more efficient use of vehicles and funding resources. CTSA's were created to facilitate the coordination and consolidation of Social Services Transportation services.

13. "**Specialized Transit**" shall mean transportation services which require more of a driver than curb-to-curb service and necessitates the driver to get out of their seat (For example, a driver aiding a person into their home and carrying their groceries inside). Also, it is any transportation service which requires more of a vehicle than simply operating it on the road (i.e., kneeling features, ramp, lift-equipped, etc.).

14. "**Specifications**" shall mean the Contract Documents.

B. DIVISION OF CONTRACT OWNERSHIP

As it relates to the function, form, liabilities, terms, and conditions of this contract, ownership is divided between FCRTA and COF. For any actions, consent, or decisions for the social service transportation services in **Rural Fresno County Area**, FCRTA retains absolute ownership. For actions, consent, or decisions for social service transportation services in **Fresno Metropolitan Area**, COF retains absolute ownership.

C. OBLIGATIONS

1. Contractor's Obligations

The Contractor shall perform all work necessary to operate the urban and rural social service transportation services. Contractor shall perform all operative and administrative tasks for the social service transportation services to include working collaboratively with CTSA to fulfill the requirements listed in 21 CCR 6630 et seq and 21 CCR 6680 et seq. The social service transportation services shall consist of providing the urban social services transportation services as detailed in the annual operations program & budget.

Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices their profession. All products of whatsoever nature which Contractor delivers to the Public Agencies pursuant to this Agreement shall be prepared in a substantial, first-class manner and conform to the standards of Contractor's profession.

2. CTSA Obligations

The CTSA shall compensate Contractor as provided in Paragraph "AD" of this Agreement. The Public Agencies will make available to the Contractor any document, studies, or other information in its possession related to the social services transportation program.

With regards to designated geographical areas, the CTSA shall be responsible for oversight of social services transportation program, to include filing of claims, the maintaining of complete and accurate records in accordance with the uniform system of accounts and records, complying with fare revenue requirements, and submittal of fiscal and compliance audit reports as described in 21 CCR 6681.

D. TERMINATION FOR CONVENIENCE

The FCRTA and the City of Fresno reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

E. TERMINATION FOR CAUSE

If the Contractor shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the FCRTA or COF, may at any time after the expiration of the time for cure, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

The FCRTA or COF may terminate this Contract if the Contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fifteen (15) days after written notice by the City specifically describing the breach.

Such termination shall be effective upon receipt by Contractor of written notice of termination from FCRTA or COF, which notice shall be deemed to have been received by Contractor, if mailed by certified mail, within forty-eight hours to Contractor's address as contained in the proposal to FCRTA or COF or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

F. CONTRACT DOCUMENTS

Upon award of the Contract, the Contractor shall execute and submit all required documents to FCRTA and COF, in a form acceptable to FCRTA and COF within fifteen

(15) calendar days from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate award to another Proposer.

G. PRECEDENCE OF CONTRACT DOCUMENTS

The order of precedence of documents shall be: (1) Rules and Regulations of Federal and State Agencies relating to the source of funds for this project; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Statement of Work.

H. FEDERAL IMMIGRATION REFORM AND CONTROL ACT OF 1986

As a material part of any contract, every Contractor who has employees who will work on a FCRTA or COF project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the FCRTA or COF upon its request for each individual employee working on a project.

I. WORKMANSHIP GUARENTRY

The workmanship of the services to be performed for the City by the Contractor will be in accord with the Specifications, and where not specified, in accord with generally accepted standards.

J. ALTERATION OF TERMS

No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.

K. CONTRACT CHANGES

No changes or modifications to the Contract shall be made unless agreed to and signed by both parties. No prior, current or post award verbal agreement or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of these Specifications or any Contract resulting from this procurement.

L. AMENDMENTS

The FCRTA and COF reserves the right to add, modify, or delete items from the Contract including Special Conditions or Statement of Work. Any changes shall be made only by means of a formal amendment signed by both the City and Contractor.

M. ASSIGNMENT

The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the FCRTA or COF. Any attempted assignment, transfer, sale or subcontracting by the Contractor, its successors or assigns, shall be null and void unless approved in writing by the FCRTA or COF.

N. TERMINATION BY FCRTA OR COF FOR NON-APPROPRIATION

In the event of non-appropriation relating to the Contract, FCRTA or COF shall have the right to terminate the Contract at the end of any fiscal year, in the manner and subject to the terms specified in this paragraph. FCRTA or COF shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year and shall notify Contractor of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve-month fiscal period which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the FCRTA or COF governing body to appropriate money for any fiscal year sufficient for the continued performance of the Contract.

O. INDEPENDENT CONTRACTOR

In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents, or employees shall be deemed an employee, joint venturer, partner or agent of FCRTA or COF for any purpose. However, FCRTA or COF shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract. Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to FCRTA or COF employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save FCRTA or COF harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in FCRTA or COF employment benefits, entitlements, programs and/or funds offered employees of FCRTA or COF whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to FCRTA or COF or to this Agreement.

P. GOVERNING LAW AND VENUE

The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties thereunder shall be Fresno County, California.

Q. COMPLIANCE WITH LAW

In providing the services required under the Contract, Contractor shall at all times comply with all applicable laws of the United States, the State of California, Fresno County, and the City of Fresno, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of the Contract.

R. SEVERABILITY

The provisions of the Contract are severable. The invalidity or unenforceability of any one provision in the Contract shall not affect the other provisions.

S. INTERPRETATION

The Contractor acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

T. ATTORNEY'S FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

U. EXHIBITS

Each exhibit and attachment referenced in the Contract is, by the reference, incorporated into and made a part of the Contract.

V. MAINTENANCE OF RECORDS

Records of Contractor pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to FCRTA, COF, or its authorized

representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

W. NOTICES

Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the Contractors address listed in the proposal and at the address in Notice of Proposal for mailing of invoices in the case of FCRTA and COF, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

X. BINDING

Subject to Subpart "U" of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

Y. WAIVER

The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

Z. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

AA. NO THIRD PARTY BENEFICIARIES

The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

AB. EXTENT OF AGREEMENT

Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by the respective parties.

AC. HEADINGS

The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Contract

AD. COMPENSATION

1. Total Compensation

The CTSA shall pay the Contractor an amount not to exceed the proposed budget for the fiscal year, otherwise referred to as the operations program & budget (OPB), or as otherwise amended or constricted by the annual allocation from Fresno Council of Governments.

2. Payments

The CTSA shall make payments to Contractor on a quarterly basis upon receipt of and approval of Contractor's invoices, based upon CTSA evaluation of the completion of tasks and services as required pursuant to this contract including the 55%, 45% requirements for match funding to the TDA/LTF Article 4.5 funding allocations.

SPECIAL CONDITIONS

A. TERM OF CONTRACT

This Contract shall be in effect for an initial term of three (3) years from the date of the Notice to Proceed. The Contract may be extended, with the mutual written consent of respective parties, for up to two (2) additional one (1) year terms with price increases/decreases in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same.

B. INVOICING

For Urban Services: Invoicing shall be to Fresno Area Express, 2223 “G” Street, Fresno, CA 93706, Attention: Linda Taylor, Administrative Manager.

For Rural Services: Invoicing shall be to Fresno County Rural Transportation Agency, 2035 Tulare Street, Suite 201 Fresno CA 93721, Attention: Long Her, Accounting Manager.

C. NOTICE TO PROCEED

Contractor shall not commence any work until he/she has received a written Notice to Proceed.

D. CONTRACT ADMINISTRATOR

For Urban Services: The City of Fresno designates the Director, Department of Transportation/FAX, as Contract Administrator, who shall act on behalf of the City with respect to all aspects of this Contract. The City shall promptly notify Contractor in writing if the Contract Administrator is changed.

The Contract Administrator and designated representative shall have complete authority to require the Contractor to comply with all provisions of this Contract. Contractor shall strictly and promptly follow the instructions of the Contract Administrator. The Contract Administrator's decision upon all questions claims and disputes will be final and conclusive upon the parties of the Contract. The Contract Administrator shall exercise any discretionary authority in a reasonable manner.

For Rural Services: The Fresno County Rural Transportation Agency designates the General Manager, as Contract Administrator, who shall act on behalf of the City with respect to all aspects of this Contract. The City shall promptly notify Contractor in writing if the Contract Administrator is changed.

The Contract Administrator and designated representative shall have complete authority to require the Contractor to comply with all provisions of this Contract. Contractor shall

strictly and promptly follow the instructions of the Contract Administrator. The Contract Administrator's decision upon all questions claims and disputes will be final and conclusive upon the parties of the Contract. The Contract Administrator shall exercise any discretionary authority in a reasonable manner.

E. PERFORMANCE OF THE SERVICES

Contractor shall be responsible for the complete and timely performance of all the Services under this Contract.

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than “A-VII” in the Best’s Insurance Rating Guide, or (ii) as may be authorized in writing by CITY’S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONTRACTOR of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-

owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Abuse & Molestation) Insurance that insures against liability arising out of the bodily injury, personal injury, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. This coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal or physical abuse, campus crime, sexual molestation and other sexual misconducts.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**
 - (i) \$5,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$5,000,000 per occurrence for personal and advertising injury;
 - (iii) \$5,000,000 aggregate for products and completed operations; and,
 - (iv) \$5,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY**
\$5,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation Insurance as required by the State of California with statutory limits and EMPLOYER’S LIABILITY with limits of liability not less than:**
 - (i) \$1,000,000 each accident for bodily injury;

- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. SEXUAL ABUSE & MOLESTATION

- (i) \$1,000,000 per claim/occurrence
- (ii) \$2,000,000 aggregate

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the “Minimum Limits of Insurance,” this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY’S Risk Manager or his/her designee. At the option of the CITY’S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY’S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) *All policies of insurance* required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such

- policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
 - (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 11 85 or both CG 20 10 & CG 20 37.
 - (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the CONTRACTORS' insurance shall be primary to and require no contribution from the City. The Commercial General insurance policy is required to include primary and non contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If CONTRACTOR maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by CONTRACTOR.
 - (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
 - (vi) For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
 - (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.
 - (viii) The Commercial General and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS - CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY,

CONTRACTOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of CONTRACTOR shall also be required to provide all documents noted herein.

Claims-Made Policies - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, CONTRACTOR must purchase “extended reporting” period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to CITY for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS - If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONTRACTOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

STATEMENT OF WORK

The Fresno County Rural Transit Agency (FCRTA and Fresno Area Express (FAX) are soliciting for proposers to provide community transit services in two (2) service areas; Rural Fresno County and Urban- City of Fresno.

A. BACKGROUND

History

Consolidated Transportation Service Agencies (CTSAs) were created by Assembly Bill 120 (AB 120) in 1979. CTSAs were created for the purpose of improving coordination and consolidating social service transportation services in each County of California. CTSAs would be eligible to claim Transportation Development Act (TDA) Article 4.5 Local Transportation Fund (LTF) monies to fund the social service transportation services of the CTSA. The AB 120 legislation led to the creation of the AB 120 Action Plan by the Council of Fresno County Governments (COFCG or now “FCOG”) in 1982. This 1982 AB 120 Action Plan created three CTSAs for Fresno County that would cover: 1) Clovis Urban Area—City of Clovis sole designee of this CTSA; 2) Fresno Metropolitan Area—City of Fresno/FAX and Fresno EOC co-designee of this CTSA; and 3) Rural Fresno County—FCRTA and Fresno County Economic Opportunities Commission (FCEOC) co-designees of this CTSA.

In 2020, the FCOG re-designated the CTSA’s in the following: FCRTA is now the sole designee for Rural Fresno County and administers the funding, activities, and transportation programs of all CTSA service providers in Rural Fresno County and the City of Fresno is the sole designee for the Fresno Metropolitan Area and administers the funding, activities, and transportation programs of all CTSA service providers within the Fresno Metropolitan Area.

FCRTA and FAX are eligible to directly claim TDA/LTF Article 4.5 funds to fund social service transportation services, programs, and operations in Rural and Urban Fresno County as the designated CTSA’s. The contracted service providers must demonstrate that they can generate revenue to match at least 55% of their operating costs for transportation operations to obtain 45% in LTF 4.5 funds.

Description of Funding

TDA/LTF Article 4.5 funds were established by the State of California for the purpose of funding specialized transit or “community transit service” that is distinct from public transit service. Typically community transit services are transportation services for the elderly, disabled, and/or clients of social service programs. As the CTSA for Rural Fresno County, FCRTA is the claimant of TDA/LTF Article 4.5 funds in Rural Fresno County for community transit services, or now more commonly called “social service transportation services.” As the CTSA for the Fresno Metropolitan Urban area, the City of Fresno is the

claimant of TDA/LTF Article 4.5 funds in the Fresno Metropolitan Urban area for social service transportation services.

As a claimant of TDA/LTF Article 4.5 funds, FAX is a fiscal agent for Fresno Urban CTSA operations involving participating social service agencies in the Fresno Metropolitan Area. FCRTA is the claimant of TDA/LTF Article 4.5 funds for Rural CTSA operations in rural areas. FCRTA is the sole administrator of these funds for Rural CTSA operations in Fresno County and FAX is the sole administrator of these funds for the Urban CTSA operations in the City of Fresno.

FCRTA and FAX, as a TDA Article 4.5 claimant, may operate its own social service transportation services or it may contract with another entity to provide such services.

To be eligible for TDA/LTF Article 4.5 funds, CTSA social service transportation operations under contract would need to meet the following criteria and be included in the OPB:

1. The proposed community transit service is responding to a transportation need currently not being met in the community.
2. The service shall be integrated with existing transportation services, if appropriate.
3. The operator has an adequate management information system to facilitate evaluation of TDA performance measures for reporting purposes.
4. The operator has prepared an estimate of revenues, operating costs, patronage, and a marketing program including all agencies involved.
5. The operator maintains a ratio of fare revenues and/or funding to operating costs of at least 55 percent match requirement to match with 45% LTF article 4.5 funds. This can be done per agency and/or overall in the OPB by the lead agency.

Description of Eligible Activities

In order to be eligible to operate a program to be funded by TDA/LTF Article 4.5 funds, an organization or agency must be a provider of social services to elderly, disabled, low-income persons and/or clients of social service programs. This may include the following types of organizations:

1. Social Service Agency operated by a government, public sector or private non-profit 501(c)(3) organization
2. Hospital, clinic, other medical providers that serve elderly, disabled, children or low-income clients with non-emergency medical appointments

3. Nutrition programs that serve elderly, disabled, or low-income clients
4. Community Centers
5. Family Planning organizations
6. Foster Grandparents/Senior Volunteer organizations
7. Mental health service providers
8. Addiction recovery providers
9. YMCA, YWCA, Boys & Girls Clubs, Big Brothers, Big Sisters
10. Service providers to the Blind and/or Deaf
11. Victim Witness Service Centers, women's shelters, homeless shelters, or similar organizations
12. Local Conservation Corps or similar organization
13. Non-profit, charitable organizations that serve elderly, disabled, or low-income clients
14. Cultural, ethnic associations that serve elderly, disabled, or low-income clients
15. Meal delivery provider that is part of or dedicated to the above organizations
16. Transportation provider that is part of or dedicated to the above organizations
17. Centralized vehicle maintenance provider that is part of or dedicated to the above organizations
18. Centralized dispatching provider that is part of or dedicated to the above organizations
19. Driver training provider that is part of or dedicated to the above organizations
20. Combined purchasing provider that is part of or dedicated to the above organizations
21. Centralized administration provider that is part of or dedicated to the above organizations
22. Consolidated funding provider that is part of or dedicated to the above organizations

23. Non-Emergency Medical- Doctor Appointments

Description Of Typical Services Performed

CTSAs exist to address the activities mandated by its AB 120 Action Plan. The AB 120 Action Plan provides for six specific Benefits or objectives:

1. Centralized Administration
2. Consolidated Funding
3. Centralized Dispatching
4. Centralized Maintenance
5. Driver Training Programs
6. Combined Purchasing

Any proposed social service transportation program must functionally carry out, directly or indirectly, or be closely related to as many of these six specific Benefits in order to be funded by TDA/LTF Article 4.5 funds and may be considered for funding.

To help illustrate which programs and services have been funded, below is a list of current and past CTSA services performed in the Fresno County Urban and Rural CTSAs:

Fresno County (Urban) CTSA

- Disabled Transportation
- Elderly Transportation
- Student Transportation (Headstart)
- Vehicle Maintenance
- Congregate Meal Delivery
- Home Bound Meal Delivery
- Special Events (Non-Profit) Timeshare Transportation
- Food Service Senior Meals/Summer Lunch
- Senior Congregate Meal Program
- School Congregate Meal (Headstart)

Fresno County (Rural) CTSA

- Disabled Passenger
- Transportation Elderly
- Transportation Student
- Transportation Vehicle Maintenance
- Congregate Meal Delivery
- Home Bound Meal Delivery

- Special Events (Non-Profit) Timeshare Transportation
- Senior Congregate Meal Program
- School Congregate Meal Program

B. PURPOSE & OBJECTIVES

The purpose of this RFP is to award a contract through a competitive bidding process to provide Social Services Transportation. The prospective proposer must be knowledgeable of and willing to meet the objectives TDA/LTF Article 4.5 funds, which includes:

1. Meeting the requirements of California Public Utilities Code, Chapter 4
2. Meeting the requirements of California Code of Regulations, Title 21, Division 3, Chapter 2
3. Meeting the objectives of the Fresno Council of Governments AB 120 Action Plan
4. Meeting the responsibilities of the designated CTSA's for the Urban and Rural areas as assigned to FCRTA and FAX.

C. RFP SUBMISSION REQUIREMENTS

Your proposal must illustrate in detail what service or services you are proposing to provide and how it will meet the requirements of the Fresno County Rural CTSA and Urban CTSA. The proposed service must be thoroughly described in a scope of work that covers how the service will be performed, how the service will be staffed, the capital equipment provided, and how a typical service day would operate, including hours and days of service. Proposals must delineate revenue and expense projections in a budget for FY 2023-24 (7/1/23-6/30/24) of the proposed services. Also required is a detailed discussion of which eligible client groups will be served, and how many per day, month, and year are projected to be served.

FCRTA and FAX require firm fixed prices per revenue hour for any transportation operations provided for the term of the proposed contract. If any maintenance services are provided, FCRTA and FAX require firm fixed prices per service hour for the term of the proposed contract. Proposers must present proposal pricing for all proposed services even though FCRTA and FAX may choose to obtain those services from a partner agency or other method. No partial service proposals will be considered. FCRTA and FAX desire proposals that maximize economies of scale and include as many social service agencies in one application. Collaboration among social service agencies is strongly recommended to avoid and/or minimize duplication of services and resources but rather consolidate services and resources.

Services provided in each proposal must be for a minimum of three fiscal years starting in Fiscal Year 2024- 2027 (07/01/23- 06/30/26). Two option years may be considered for future years Fiscal Years 2027-2029 (07/01/26- 06/30/28) depending on successful operations including safety (accidents), ridership, and timely reporting during FY 2024-27. Upon award, a Services Agreement will be issued by FCRTA and FAX for both the Rural and Urban CTSA's.

NOTE: For FY 23 Article 4.5 allocation was \$779,289 for FCRTA and \$1,485,704.

NOTE: The CTSA's will retain some of the annual allocation as administrative fees (approximately 10% for FAX and 20% for FCRTA).

Additionally, the proposal must include the last three years of the proposer's audits. Such audits may include FTA Triennial Review, TDA Fiscal Audit, TDA Performance Audit, Single Audit, Annual Comprehensive Financial Report (formerly Comprehensive Annual Financial Report), CHP Audits, or any other audit performed by an independent auditor or government agency.

D. SUCCESSFUL PROPOSER REQUIREMENTS

Reporting Requirements

As part of the Services Agreement, successful proposer will be subject to reporting requirements depending upon the nature of the service provided. Typically, successful proposer will need to provide the following service data and information to FCRTA and FAX upon request: Summaries of operating statistics, revenue, expense, and budget figures, narratives regarding services performed, a discussion of benefits provided to clients/passengers served, and a listing of program goals and how to achieve them and how to improve services provided.

The above service data and information will contribute to the following documents that FCRTA and FAX regularly prepare:

1. Annual Transit Productivity Evaluation
2. Triennial Performance Audit
3. Fiscal and Compliance Audit
4. Drug & Alcohol Audits and Reports by FTA/DOT requirements
5. Other Audits and Reports required by FCRTA and FAX
6. National Transit Database (NTD)

7. Surveys required by FCRTA and FAX
8. Regional Transportation Plan (RTP)
9. Short Range Transit Plan (SRTP)
10. Transportation Safety Plan
11. CHP Terminal Inspection for Vehicles and Terminal

Quarterly Meetings

The successful proposer, FCRTA, and FAX representatives shall convene on a quarterly basis, on a date to be agreed upon by the representatives through mutual discussion in good faith to discuss and define any issues related to the operations under contract and the performance of the CTSA program, to include but not limited to:

1. Fare revenues and/or funding to operating costs match.
2. Reconciliation of Actual vs Budget for the operation of the quarter.
3. Operating statistics.
4. Discussions of interests earned on TDA funds.
5. Any non-conformity or nonperformance of the Parties' obligations under this Agreement, as applicable.

Operational Requirements

The successful proposer must conform to all federal, state, and local rules and regulations governing transit services and any amendments thereto. Such requirements include, but are not limited to:

1. Certification by the Department of the California Highway Patrol verifying that the operator is in compliance with Section 1808.1 of the Vehicle Code, as required in the Public Utilities Code Section 99251.
2. Compliance with Title VI of the Civil Rights Act of 1964.
3. Compliance with 49 CFR part 655, drug and alcohol testing program, as applicable.
4. Compliance with US DOT ADA requirements, as applicable.