

REQUEST FOR PROPOSAL

For Contracted Services: Management and Operations of fixed-route and demand response paratransit.

DUE Tuesday, February 25, 2025, 3:00 P.M. (PST)



Accessible EV Mobility & Infrastructure For All

**Fresno County Rural Transit Agency
2035 Tulare Street, Suite 201 Fresno, CA 93721
(559) 233-6789**

Additional background information on this proposal can be found on
the FCRTA website

www.ruraltransit.org



Request for Proposals for Contracted Services
RFP # 2025-01, January 23, 2025
Fresno Rural Transit Agency (FCRTA)

T. TABLE OF CONTENTS

CONTENTS

T. Table of Contents _ _ _ _ _ 1

!!! Important Dates _ _ _ _ _ 1

I. Contract Description _ _ _ _ _ 2

II. Proposal Requirements, Evaluation, and Selection _ _ _ _ _ 2

 A. Proposal Format and Delivery _ _ _ 2

 B. Proposer Conference and Facility Tour _ _ _ _ _ 2

 C. Proposal Inquiries _ _ _ _ _ 3

 D. Proposal Evaluation _ _ _ _ _ 3

 E. Contractor Selection, Award and Contract _ _ _ _ _ 7

 F. Protests and Appeals _ _ _ _ _ 7

 G. Minimum Qualifications of the Contractor _ _ _ _ _ 8

 H. Proposal Content and Format _ _ _ 8

APPENDICES

A. Terms, Conditions, and Requirements _ _ _ _ _ 12

B. General Information _ _ _ _ _ 18

C. Mandatory Attachments _ _ _ _ _ 24

D. Cost Proposal _ _ _ _ _ 55

E. Existing Contract _ _ _ _ _ 57

F. Collective Bargaining Agreement 105

G. Federal Clauses _ _ _ _ _ 139

!!! IMPORTANT DATES

Proposal Release Date

January 23, 2025

Preproposal Meeting and Facility Tour

February 6, 2025 at 10:00 a.m.

Deadline for RFP Questions and Clarifications

February 10, 2025 at 5:00 p.m.

FCRTA Response to Questions

February 18, 2025 at 3:00 p.m.

Proposal Due Date

February 25, 2025 at 3:00 p.m.

Notification of Selected Bidder

March 11, 2025

Contract Award by FCRTA Board of Directors

March 27, 2025

Contract Signed

August 1, 2025

Start of Service

September 2, 2025

Dates may be modified in a subsequent RFP Addenda. Bidders are required to acknowledge receipt of all RFP Addenda.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

I. CONTRACT DESCRIPTION

The Fresno County Rural Transit Agency (FCRTA) is seeking proposals from qualified vendors for the management and operation of fixed-route and demand responsive paratransit services currently operated by FCRTA. This contract includes an option to provide future microtransit services that may be implemented by FCRTA during the term of this contract.

The scope of services includes operating the system (Operation), managing the system to ensure effective operations (Administration), providing dispatch and supervision of the system (Oversight), and reporting of operating and ridership data (Reporting) to FCRTA and consistent with FCRTA and National Transit Database (NTD) reporting requirements.

The contractor shall operate and administer the system from FCRTA’s bus maintenance facility in Selma. FCRTA contracts with municipal staff for the mechanical maintenance of the fleet, bus washing, fueling, and interior cleaning.

II. PROPOSAL REQUIREMENTS, EVALUATION, AND SELECTION

A. Proposal Format and Delivery

Vendors must submit proposal responses in a sealed package containing:

1. Original Proposal

One (1) unbound and signed proposal marked “ORIGINAL” on the cover page (proposal shall be clipped or in an unsealed envelope marked “Original Proposal”)

2. Cost Proposal

One (1) hard copy of cost proposal in a sealed envelope marked “COST PROPOSAL”

3. Copies of Proposal

Eight (8) clipped (not bound) copies of the proposal only (excluding the cost proposal)

4. Electronic Copy

One (1) copy of the Original Proposal (signed) on a USB drive in a sealed envelope marked “ELECTRONIC COPY” with the Cost Proposal included as a separate, password-protected file. FCRTA may request the password from the contractor on or after the RFP deadline, but the proposer shall not provide FCRTA with the password to the cost proposal prior to the proposal deadline.

Sealed proposals will be received by FCRTA until 3:00 p.m. on Tuesday, February 25, 2025.

Proposals shall be addressed to:

Gilbert Garza
Fresno County Rural Transit Agency (FCRTA)
Attn: Contracted Services RFP – RFP # 2025-01
2035 Tulare Street, Suite 201
Fresno, CA 93721

Emailed and/or faxed submittals will not be accepted. Proposals received after the time and date stated above shall be returned unopened to the proposer. Proposers are requested to place a label, as shown below over the envelope or box seal:

CONTRACTED SERVICES PROPOSAL
DO NOT OPEN PRIOR TO DEADLINE

Received Date: _____ Time: _____

Received By: _____
(printed name) (signature)

B. Proposer Conference and Facility Tour

On Wednesday, February 6, 2025 at 10:00 a.m., an informational conference and facility tour will be held FCRTA facility at 1821 Pacific Avenue, Selma, CA 93662. This is an opportunity to ask questions regarding the project and the Request for Proposal requirements. Interested Proposers are encouraged to participate.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

C. Proposal Inquiries

Questions/clarification of this bid document should be addressed in writing to Gilbert Garza, Senior Transit Planner, (559) 392-0517, or Fax (559) 233-9645, or email ggarza@fresnocog.org. Questions may be asked at any time prior to, but no later than Wednesday, February 5, 2025.

Proposers shall not contact any other person involved in this procurement, including FCRTA board members, FCRTA personnel, other agency personnel who serve on the Selection Committee or who may have contact with Selection Committee members, or contractors involved in the preparation of this RFP. FCRTA reserves the right to deem any proposal as nonresponsive for failure to comply with this requirement.

D. Proposal Evaluation

D.1 Proposal Evaluation - General

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in the RFP. Proposals will be evaluated by a Selection Committee which may be made up of community members, outside agency representatives, and FCRTA representatives.

FCRTA may invite one or more proposers to make an oral presentation or participate in an interview to the Selection Committee in person or by online video conference. The proposer may be requested to present additional evidence to allow the Selection Committee to make an informed recommendation based on proposals submitted.

D.2 Right to Reject Proposals

FCRTA reserves the right to make the selection of a proposer based on any or all factors of quantitative and qualitative value, including FCRTA's assessment of the proposer's ability to perform the services required and the value being offered by the proposer.

FCRTA reserves the right to reject any or all proposals; to waive any requirements, both FCRTA's and those proposed by the vendor; to waive any

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

D.3 Due Diligence

FCRTA shall investigate to its satisfaction the proposer's ability to provide the services described in this RFP. The proposer will furnish to FCRTA all such information and data that FCRTA may request as part of its evaluation.

FCRTA reserves the right to reject any proposal if the investigation of proposers, any evidence received by FCRTA, or the failure of the proposer to provide requested information leads FCRTA to conclude that proposer may not be properly qualified to carry out the obligations of a contract contemplated under this RFP.

Any material misrepresentation or a falsification of information provided to FCRTA in the proposer's Proposal submission, as a response to a request for information from FCRTA, or during an interview is grounds for rejection of the Proposal or termination of a contract that has been awarded. The determination as to whether a misrepresentation or falsification of material has occurred shall be made solely in the exercise of FCRTA's sole discretion.

FCRTA expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses, or other moneys due to



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

FCRTA or any other contracting entity.

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

D.4 Limitations and Exclusions

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

Proposer is an independent contractor, not an employee, agent, or officer of the FCRTA.

If awarded, contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

D.5 Proposal Evaluation Method

The selection of a contract operator among proposals received is based on a competitively negotiated method of procurement. Guidance from the Federal Transit Administration (FTA) defines this type of procurement as the most appropriate procurement method when: (1) price alone is not the determinant factor in selection, and (2) discussions are expected with prospective offerors after proposal submission. FCRTA employs the “best value” approach in this type of procurement. FTA defines this process as:

Best Value describes a competitive, negotiated procurement process in which the recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that recipient may acquire technical superiority even if it must pay a premium price.

A “premium” is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value. The term “best value”

also means the expected outcome of an acquisition that, in the recipient’s estimation, provides the greatest overall benefit in response to its material requirements.

To achieve best value in the context of acquisitions for public transportation purposes, the evaluation factors for a procurement should reflect the subject matter and the elements that are most important to the recipient. FTA does not mandate any specific evaluation factors, but a recipient of FTA grants must disclose those factors in its solicitation. Evaluation factors may include, but are not limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. A recipient has the latitude to select proposal evaluation criteria so long as they support the purposes of the Federal public transportation program.

FTA requires agencies to base their determination of which proposal represents the “best value” on an analysis of the qualitative technical factors.

In the event that two or more proposals are considered by the Evaluation Committee to be equal in their technical merit, the cost or price may become the deciding factor. Accordingly, the Evaluation Committee may not necessarily recommend award to the Contractor with the highest technical ranking or to the Contractor with the lowest Price Proposal, if doing so would not be in the overall best interest of FCRTA or FTA.

D.6 Proposal Evaluation Process

Proposals submitted in response to this RFP will be evaluated and scored by the Evaluation Committee established by Agencies participating in this bid, in accordance with the criteria outlined in the following section. Top scoring Proposer(s) may be asked to participate in an interview. The Proposer’s original response cannot be changed in any aspect at the interview presentation. Proposer(s) will be advised as to the time and place for such presentations, and they should be prepared to discuss all aspects of their response.

The process for selection shall occur in the following sequence:



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

1. Review and evaluate proposals
2. Identify and interview top-ranked or “shortlisted” firms (optional)
3. Negotiate a best-and-final offer (BAFO), if required
4. Determine the final contract scope of work and negotiate a fee
5. Award contract

!!! FCRTA Requirements for Bilingual Fluency

1. Fluency in Spanish and English from at least one member of the contractor’s dispatch, reservations, and office staff who will greet the riding public
2. At least one bilingual staff member shall be present during all customer contact hours
3. Basic knowledge of conversational, transportation related Spanish for bus operators
4. Contractor shall develop or acquire a basic Transportation Spanish course to be taught to all positions that greet the riding public

The Selection Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Selection Committee as a part of the evaluation process.

D.7 Ability to Perform and Meet RFP Requirements

The proposer shall provide sufficient information to enable the selection committee to evaluate the proposer’s ability to perform and meet the requirements of this RFP. Such information shall include, but not be limited to, the following:

1. Describe your industry experience providing public transportation contract services similar to Fresno County Rural Transit Agency.
2. Describe your approach, capacity, and management philosophy for system operation.
3. Describe your hiring/screening procedures for the selection of professional bus operators and other staff.
4. Describe your programs for both classroom and behind-the-wheel training of bus operators.
5. Describe your training programs of support personnel.
6. Describe your on-going safety program.
7. Describe your bilingual support approach for customer-facing staff.

8. Describe the functioning of daily service supervision and dispatch functions with particular emphasis on the communication flow across functions.

9. Provide examples of how information based on events in the field (operations and/or maintenance) is communicated to stakeholders (FCRTA, drivers, riders, shop), acted upon, and finalized in performance reports.

10. Provide the methodology for reporting daily, weekly, and monthly route level data, including boardings by route, by fare type, and productivity by route.

11. Provide the detailed communications strategy for maintenance functions contracted to municipal staff.

12. Describe how the Road Supervisor positions will be staffed and deployed, and how their time will be divided among various daily duties. Describe how proposer will utilize the Road Supervisors to assist operations, train operators, etc. FCRTA requires at least one Road Supervisor be present during all hours of operations.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

13. Describe your proposed method and procedures for fare collection, including security, accounting, and cash handling. FCRTA requires the Contractor to secure, reconcile, and prepare deposits of fares directly into a Contractor account and then reimburse or credit FCRTA for fare collections.

14. Describe your approach to labor relations. Represented employees are represented by Amalgamated Transportation Union (ATU) Local #1027.

15. What procedures do you propose to ensure that FCRTA staff is kept informed of project developments?

16. How will you fully integrate FCRTA's Synchronatics EZ Rides system to improve daily operations monitoring? Will the Contractor provide technology, tools, or systems to help improve the service?

17. Describe procedures to be taken to ensure adequate driver staffing, including a recruitment and retention plan. FCRTA operates in a region where nearby transit agencies offer higher pay, creating recruitment and retention challenges for FCRTA.

18. Include a Transition and Implementation Plan as part of the proposal. This plan shall address, at a minimum, the activities, procedures, and timetable that provide for a smooth transition and start-up of the service to be operated by the Contractor. The plan should document recruitment and training schedules, start-up plan, acquisition of necessary equipment, permits, licenses and any other activities necessary to implement a successful transit service program.

Items in Section D.7 must be addressed in the proposal (see mandatory Proposal Form M, Appendix C) and scored in proposal evaluations. Failure to address these items will result in the proposal being deemed non-responsive prior to scoring.

!!! Proposal Evaluation Criteria and Weights

Experience and Qualifications - 30%

1. *Operations and maintenance experience and history with similar transit contracts.*
2. *Understanding RFP requirements and the scope of services described in the RFP.*

Organization and Management - 40%

1. *Demonstrated public transit management and operations capabilities and performance.*
2. *Qualifications and experience of the proposed management staff and other key personnel.*
3. *Commitment and approach to maximizing the safety, quality, and efficiency of FCRTA's public transit operations.*
4. *Demonstrated understanding and commitment to equitable labor management practices, Equal Employment Opportunity, and non-discrimination in the selection of subcontractors and in the provision of public transit services.*

Financial - 30%

(Cost Proposal opened only after review of technical proposals is completed)

1. *Financial stability of Proposer.*
2. *Reasonableness of price proposal.*

California Labor Code Preference - 10%

10% of the the total score of the above 3 categories shall be added as a bonus to proposals meeting California Labor Code Sections 1070-1074 (see Appendix A, Section F).

D.8 Proposal Evaluation Criteria and Weights

The Selection Committee will evaluate written proposals according to the criteria and scoring weights shown on this page. Proposers will also be evaluated on the general terms, conditions, and requirements outlined in Appendix A.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

E. Contractor Selection, Award, and Contract

Upon completion of its evaluation of proposals, FCRTA shall notify short-listed Proposers of interview times and dates, if interviews are held. FCRTA reserves the right to award a contract without conducting interviews. Contract award is subject to approval by the FCRTA Board of Directors.

FCRTA expects that the contract shall be awarded on March 27, 2025 and executed at least 30 days prior to start of service. The start of service is expected to be on September 2, 2025.

The successful firm will be required to execute a contract with FCRTA. The existing contract for the operation of the FCRTA system is provided in Appendix E to alert proposers to the provisions typical of FCRTA contracts. The Contract may be altered at the discretion of FCRTA and without notice to contractor prior to award.

F. Protests and Appeals

Protests regarding any aspect of the procurement or selection process must be submitted in writing or by fax to:

Moses Stites, Executive Director
Fresno County Rural Transit Agency (FCRTA)
2035 Tulare Street, Suite 201
Fresno, CA 93721

Fax: (559) 233-9645

Protests must be made by the following deadlines:

Pre-Proposal Protests

Protests regarding RFP document or submission process must be made prior to February 25, 2025 at 5:00 p.m. (the proposal deadline).

Post-Proposal Protests

Protests regarding post-proposal process, including the selection process, must be made prior to March 10, 2025 at 5:00 p.m.

Post-Award Protests

Protests regarding the post-award process may occur after notice of selection of a Proposer and by March 14, 2025 (prior to final award by the FCRTA Board of Directors).

FCRTA will respond by mail, email, or fax to any Pre-Proposal, Post-Proposal, or Post-Award Protest on or before 5:00 p.m. 10 (ten) business days after receipt of a protest.

Under limited circumstances, after an interested party has exhausted its administrative remedies by FCRTA, the interested party may appeal to the California Department of Transportation (Caltrans). Appeals must be received or postmarked within 10 days of the protest decision. Caltrans limits the review of appeals to (1) procedural failures (e.g. failure to have protest procedures, to comply with its protest procedures, or to review the protest when presented an opportunity to do so), (2) violations of Federal law or regulations, or (3) violations of State or local law or regulations.

Appeals to Caltrans must:

1. State the name and address of the interested party.
2. Identify FCRTA as responsible for the RFP process.
3. State the grounds for appeal, with supporting documentation.
4. Include a copy of the protest filed with FCRTA and a copy of FCRTA's decision.
5. State the relief sought from Caltrans.

Direct appeals (via mail only) to:

California Department of Transportation
D64 Mass Transportation, MS 39
PO BOX 942874
Sacramento, CA 94274-0001



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

A proposer may also make a protest to FTA Programs and Procurement Oversight Branch subject to FTA Circular 4220.1F (Third Party Contracting Guidance).

It is the proposer’s sole responsibility to make a valid and timely appeal with Caltrans or FTA. Upon filing an appeal with Caltrans or FTA, proposers shall notify FCRTA in by mail with a copy of the appeal.

G. Minimum Qualifications of the Contractor

To be considered eligible and qualified, the Proposer must have a minimum of ten (10) years of experience in the field of providing public transit services for systems similar in size and scope to those operated by FCRTA. The Proposer must submit a statement of qualifications that:

- (1) Demonstrates familiarity with management and operation of fixed-route, ADA paratransit, general public paratransit, and on-demand microtransit services, including all related tasks such as management, administration, vehicle control and dispatch, operator training, safety administration, vehicle inspections, fueling and charging, and all other usual tasks performed in the operation of a public transit system.
- (2) The Proposer must identify the proposed General Manager and ensure that it can provide qualified personnel to manage and operate the system.

A statement of qualifications shall demonstrate the Proposer’s qualifications and experience in the public transit field. The names, email addresses, and phone numbers of at least three (3) similar clients, shall be furnished with the proposal. Clients referenced should be located in California, if possible.

H. Proposal Content and Format

H.1 Complete and Conforming Proposals

The proposal response must contain the requested information organized by the prescribed sections. Each Proposer shall submit a complete response, providing all information requested with a complete description

of the project plan. Failure to follow the prescribed format or submit complete proposals may result in rejection of the responses.

A response may be rejected if it is conditional or incomplete or if it contains any alteration of form or other irregularities of any kind. A response may be rejected if any such defect or irregularity constitutes a material deviation from the submittal requirements. Responses submitted under improperly marked covers may be rejected. If discrepancies are found within the response, the response may be rejected.

H.2 Proposal Format and Sequence

Prior to distribution to the Selection Committee, Proposals will be evaluated for completeness of the response, compliance with the RFP requirements, and responsiveness to the RFP content. Failure to meet the requirements of the RFP may render a Proposal as non-responsive.

Proposals must be submitted as double-sided, letter-sized documents. Each page must be clearly and consecutively numbered. All responses must be submitted in the name of the legal entity or authorized entity. Respondents are required to organize their proposal into sections corresponding to the specified proposal sequence.

H.3 Proposal Contents and Sequence

Responses must be signed by an authorized representative of the Proposer and contain:

1. Cover Letter: Identify the prime contractor, describe any subcontract arrangements, identify the person who is authorized to negotiate for the team, and indicate that the proposal represents a firm binding offer for 200 days. Acknowledge receipt of all addenda by list and number.
2. Contract Terms: Proposer will indicate willingness to accept the terms and conditions in FCRTA’s draft Contract, include a list of those terms to which Proposer takes exception, and, as appropriate, provide proposed alternate wording, if any.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Subsection H.3 (continued)

3. Project Understanding: Proposer must include a narrative or discussion that clearly outlines the Proposer’s understanding of the work and demonstrates the proposer’s qualifications and experience in performing such work. Proposers must describe in this section:

- a. Management and staffing approach.
- b. Monitoring of the quality of the service provided under this contract.
- c. Reporting of operational and financial data to meet FCRTA invoicing and payment requirements and National Transit Database reporting requirements.
- d. Safety monitoring and training program.

4. Corporate Capabilities, Experience, and Past Performance: Proposers must submit a detailed company portfolio including the company’s financial viability within the past three (3) fiscal years, credit references, on-going projects, and all pending litigations in which the company may be directly or indirectly involved. If Proposer and/or any of its owners and/or officers, has filed (voluntarily or involuntarily) for credit protection under any bankruptcy proceeding within the last seven years, Proposer must provide detailed information concerning such bankruptcy filing. Proposer must also provide detailed information on any failures to complete awarded contracts and any contract defaults or terminations.

Proposer shall provide a financial statement as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the Proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations for a contract resulting from this RFP. If requested by the Proposer, such information shall be

treated as confidential by FCRTA and shall not be subject to public disclosure.

Proposers must supply a ten-year history of Proposer’s company and demonstrate at least five (5) consecutive years of recent experience in service operations of a system similar in scope, size, and complexity to the package of services being proposed, as shown in the contractor’s representative experience (Appendix B). Information must include:

- a. Name and address of client
- b. Dates service was provided
- c. Type of services provided (e.g. fixed route, paratransit)
- d. Functions performed (e.g. vehicle operation, scheduling, dispatching, maintenance, management, etc.)
- e. Number of employees
- f. Number and type of vehicles operated in peak service for each type of service
- g. Types and sizes of buses operated
- h. Annual vehicle revenue hours of service by service type
- i. Accident and industrial injury information that accurately reflects the quality of service provided
- j. Passenger per revenue hour and cost per passenger
- k. Name of the individual responsible for administering and monitoring the contract on behalf of the client organization, and an address, email, and telephone number where that person can be reached
- l. Copies of most recent California Highway Patrol (CHP) inspections for operations of similar size and scope (if applicable)



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Subsection H.3, Subsection 4 (continued)

m. Identify all negative reports from any law enforcement, safety oversight, or regulatory agency within the United States for any public transportation service provided by the Proposer within the last three (3) years.

n. Identify all recent, current, and pending litigation involving public transit services operated by your firm due to accidents involving death or serious injury.

5. **Project Staffing:** Proposer shall identify the proposed General Manager and other key staff proposed to perform this contract, including Operations, Safety, and Training Managers. Resumes shall be provided for all key staff.

If the Proposer intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed qualifications and information for each subcontractor must be provided. Note: No work may be subcontracted, nor assigned, without prior written approval of the contracting Agency.

If staff are shared with other projects or provided at the corporate level on a less-than-full-time basis, their availability to support this project shall be included. If subcontractors are proposed, proposers must describe the management arrangement for their work as well as their role in the project. The Contractor's General Manager shall be the point of contact for all issues that arise during the term of the contract.

6. **Organization, Workforce and Staffing:** Proposers shall provide a management plan for this project, including a detailed description of understanding of the work to be performed. The management plan should also include: Creative ideas proposed to maximize safe and efficient transit operations for all modes operated. Proposals should identify and describe the extent of corporate support available to on-site staff and FCRTA, including:

a. Personnel: The Proposer shall include a listing of all proposed positions and identify which of those positions will be retained from the existing FCRTA contract.

b. Organization Chart: The Proposer should provide an organizational chart which identifies how the following functions will be satisfied: project management, reservations and scheduling, dispatch, customer service, safety and training, bus operations, operations management, and customer service/call center.

c. Hiring and Retention: The Proposer shall discuss the method for attracting and maintaining a quality and experienced workforce for this project. Provide a table showing the salary range or hourly rates and benefit package Proposer will provide for each position, including operators, supervisors, and scheduler/dispatchers.

d. Incentives: The Proposer shall describe any proposed internal employee incentive program that would be implemented for staff as part of this contract. Examples of incentives could include incentives for driver safety, customer service, increased efficiency, recruitment, retention, and certification and licensing.

e. Drug and Alcohol Testing: The Proposer shall provide a copy of Proposer's current employee drug and alcohol testing policy compliant with the U.S. Department of Transportation Regulations.

f. Wage Scale: For each job classification shown in the organization chart, Proposers shall list the proposed wage scale and include both training and starting wages, if different. Proposals shall include any budgeted step increases, cost of living adjustments, or wage scale increases, including the time period between such increases and whether such cost-of-living



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Subsection H.3, Subsection 6 (continued)

increases are tied to the CPI during the term of the contract.

g. Descriptions of Personnel Management

Functions: Proposers shall discuss their methods and processes for scheduling, dispatching, and public information, including call center operations, hours, bilingual capability, and staffing levels.

Proposers shall describe how it will manage driver “no shows”, absenteeism, vacations, and turnover of employees with a focus on ensuring delivery of planned services.

Proposers shall describe how key personnel will be replaced, subject to FCRTA approval.

7. Mandatory Attachments: Proposer shall complete and sign, as required, all mandatory forms as Exhibits to their proposal. Mandatory forms are included in Appendix C.

8. Conflicts of Interest: Proposers must disclose any financial, business or other relationship with Agency in this RFP or any member of Agency staff that may have an impact on the outcome of the project. The Proposer shall list all entities that may have a financial interest in the outcome of the project

9. Cost Proposal: Cost Proposals must be provided in a separately sealed envelope clearly marked as “COST PROPOSAL” and include the following for each year of the initial three-year contract term and four subsequent option years using the format shown in Appendix D:

a. A single combined cost per vehicle revenue hour of service for regularly scheduled fixed-route and paratransit service. For purposes of the cost proposal, “combined” means a rate per vehicle revenue hour that is inclusive of all cost of operation, oversight, administration, and reporting of the service. No additional or separate cost may be charged for deadhead.

A Commercial Driver’s License (CDL) is required for these services.

b. A single combined cost per vehicle revenue hour of service for special services (non-scheduled additional fixed-route and paratransit service for special functions, events, etc.). A Commercial Driver’s License (CDL) is required for these services.

c. A single cost per vehicle revenue hour of service for on-demand microtransit service. Class C licenses are acceptable for operators of on-demand microtransit service.

d. Initial one-time setup mobilization costs, if any.

e. Service options in addition to the items required by this RFP, the Draft Agreement and the Scope of Work, if any.

f. FCRTA reserves the right to adjust service at any time. In the event that actual annual revenue hours fall below eighty percent (80%) or exceeds one hundred twenty percent (120%) of the projected base annual revenue hours shown in Appendix D Cost Proposal Form, FCRTA reserves the right to negotiate a revised unit cost per revenue hour.

Proposals that fail to provide documentation responding to all of the required qualification items set out in the RFP (including Exhibits and Attachments) may be considered non-responsive and may be rejected.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

A. APPENDIX A

Terms, Conditions, and Requirements

Information in this and all other appendices shall be considered mandatory unless otherwise stated.

A. Definitions

The following terms shall have the meanings indicated:

“AGENCY” means the Fresno County Rural Transit Agency (FCRTA).

“BID” and “PROPOSAL” have the same meaning and refer to an individual’s or entity’s offer in response to this Request for Proposals (RFP).

“BOARD” means the FCRTA governing Board of Directors.

“BUS” service means “FIXED ROUTE” service and may be referenced using the NTD terms MB or MBPT (contracted fixed route service).

“CONTRACTED” (service) means purchased transportation and may be referenced using the NTD term PT (purchased transportation).

“CONTRACTOR” means the proposer who has been awarded this contract.

“MICROTRANSIT” and “ON-DEMAND” service have the same meaning and refer to a type of demand response service available to the general public within a limited geographic area (e.g. a defined “zone”) primarily for the purpose of reaching common destinations or connections to fixed route bus services. Passenger requests for on-demand services may be made by phone or mobile app.

“MODE” of service shall have the meanings defined in the NTD, as amended annually.

“PARATRANSIT”, “DEMAND RESPONSE”, and “DEMAND RESPONSIVE” have the same

meaning and may be referenced using the NTD terms DR or DRPT (contracted paratransit service). DR service includes general public or ADA complementary paratransit service.

“PROPOSER” or “RESPONDENT” are used interchangeably and refer to any individual, entity, or combination thereof who have submitted a proposal with the intention of being awarded this contract.

“RFP” means this Request for Proposals for Contracted Service.

“SUBCONTRACTOR” includes any person, entity, or organization to which the Contractor has delegated any of its obligations under the contract that results from this RFP.

All other words shall have the meaning defined first in the National Transit Database (NTD) 2024 NTD Reduced Reporter Policy Manual and then in applicable FTA Circulars without regard to whether those terms or their source is referenced or specified in this RFP.

B. Disadvantaged Business Enterprise (DBE) and Equal Opportunity Participation

The following Special Programs are applicable to this RFP. This solicitation and resultant Agreement is financed in whole or in part with Federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.”

In compliance with 49 CFR 26, Caltrans set an overall annual DBE goal comprising both race neutral and race conscious elements. To ensure equal participation for DBE groups specified in 49 CFR 26.5, Caltrans specifies a contract goal for DBE participation. The required goal for DBE participation in this solicitation is four percent (4.0%).

To ensure applicable participation of the specified



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX A (continued)

DBEs as defined in 49 CFR 26.5, this solicitation’s goal applies to all certified DBEs. Only certified DBE participation will count toward the Agreement goal for this solicitation. DBE participation will count towards Caltrans’ federally mandated overall annual DBE goal. In order to ascertain whether its overall annual DBE goal is being achieved, Caltrans tracks DBE participation on all federal-aid contracts.

It is the Bidder’s/Proposer’s responsibility to verify that the DBE firm is certified as a DBE by the specified bid submittal due date and time. For a list of DBEs certified by the California United Certification

Program (CUCP), go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

Proposers shall complete and submit the following Attachments with their proposals per the instructions shown in form O (Kform15drmt):

O (ADM-0227F)

P (ADM-0312F)

Q (ADM-0312)

Required forms will be made a part of the contract. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation

NOTICE TO BIDDERS/PROPOSERS

Disadvantaged Business Enterprise (DBE) Program and DBE Participation Goal

The Department of Transportation (Caltrans) has set an overall annual DBE goal comprising of both race neutral and race conscious elements to be in compliance with Title 49, Code of Federal Regulations, Part 26 (49 CFR 26). This regulation requires that all recipients of United States Department of Transportation (USDOT), Federal Transit Administration (FTA) federal-aid shall establish an overall annual Disadvantaged Business Enterprises (DBE) goal. Caltrans is required to report to FTA the DBE participation for all federal-aid contracts each year so that the overall annual DBE goal attainment efforts may be evaluated. Caltrans encourages DBE participation in the performance of agreements financed in whole or in part with federal funds.

Bidders and proposers are advised that Caltrans has established a federally mandated overall annual DBE goal comprising both race neutral and race conscious elements to ensure equal participation of DBE groups specified in 49 CFR 26.5. In compliance with 49 CFR 26, Caltrans set a contract goal for DBEs participating in this solicitation expressed as a percentage of the total dollar value of the resultant agreement (see Appendix A, Section B of this RFP).

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation’s goal applies to the following certified DBE groups: African Americans, Asian-Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or Women. Only DBE participation will count toward the contract goal for this solicitation.

The attached Kform15drmt, “Disadvantaged Business Enterprise (DBE) Information and Instructions for Bidders” (Attachment O) must be included with the solicitation. The subsequent forms (Attachments P, Q, and R, as identified in Appendix A, Section B) must be submitted with the bid, cost proposal, price and/or rate schedule by the bid due date and time as indicated in the solicitation. Failure to complete and submit the required DBE information and forms, will be grounds for finding the bidder/proposer non-responsive and cause for rejection of the bid/proposal.

In addition to the required proposal forms, The successful proposer (contractor) shall complete and submit ADM-3069, Disadvantaged Business Enterprises Utilization Program Report with each invoice.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX A (continued)

may result a bid/proposal being rejected as non-responsive.

The requirement to advertise for the purpose of identifying potential DBEs is waived.

Furthermore, no qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

C. Right to Reject Proposals

The right is reserved by FCRTA to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of FCRTA.

D. Federal and State Requirements

This contract is federally funded and as such, all FTA requirements associated with the performance of services under this contract are applicable to this RFP and the subsequent contract. Awarded Vendor will be responsible for adherence to all Federal, State, and local requirements applicable to contracts of this type without regard to whether those requirements are stated in this RFP or the contract that arises from this RFP.

Federal requirements include Federal laws and FTA Circulars that provide guidance and requirements applicable to the operation, administration, oversight (including safety), and reporting requirements. This contract is subject to all Federal, State, and local laws and requirements identified in FTA Circulars that are currently in force and applicable to the types of services operated under this contract. This contract is also subject to all Federal, State, and local laws and requirements identified in FTA Circulars that may be modified or introduced during the term of this contract.

The Contractor will adhere to any changes in Federal, State, and local requirements as may be introduced or revised during the term of this contract. Contractor shall notify the Agency as soon as practicable upon issuance of an Advanced Notice of Proposed Rulemaking (ANPRM) that a Federal regulatory agency may propose and that may have a material or substantial impact on costs under this contract. Where a substantive and material change in cost or the Contractor's ability to perform the contract occurs under a change to Federal law, FTA regulations, or State of California requirements, or any temporary or long-term emergency with a national or state emergency declaration in effect during the term of the contract, the Contractor and FCRTA shall work cooperatively in good faith to adjust the terms of this contract on a temporary or permanent basis, as appropriate.

E. Russia Sanctions

California's Executive Order N-6-22 applies Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, the Proposer represents that it is not a target of Economic Sanctions. Should the State determine that a Proposer or Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination of the contract by the Agency and revocation of the performance bond.

F. Labor Protection Requirements

Federal Provisions

This project is subject to the provisions of Section 13 (c) of the Federal Transit Act, as amended, and specifically to the labor protection provisions incorporated into the contract for assistance between the Federal Transit Administration and FCRTA. These



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX A (continued)

provisions require that the project “be carried out” in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project.

State Provisions

This project is subject to the provisions of California Labor Code Sections 1070-1074. These provisions require that FCRTA give a 10% preference to any Proposer who agrees to retain the employees of the prior contractor or subcontractor for a period of not less than 90 days. Information including the current number of employees, wages, benefit levels, and job classifications of employees performing services under the existing contract shall be made available upon request to any entity that the awarding FCRTA has identified as a bona fide Proposer.

The successful Proposer, if different from the present Contractor, will therefore be required to offer employment to employees in good standing of the present Contractor. These employees shall be hired by the successful Proposer at not less than their current level of salary (or wages) and benefits for no less than 90 days.

G. Required Licenses and Permits

Business Tax Certificate: Possession of applicable Business Tax Certificate(s) is (are) not required to submit a proposal in response to this RFP. However, Contractor shall be required to possess, at his/her own expense, applicable valid Business Tax Certificate, prior to commencing work. Business Tax Certificates shall be maintained and renewed for the duration of the contract term.

Professional License: Contractor is required to be licensed in accordance with the California Business and Professions Code and must possess and maintain current professional registration and be licensed to perform work in the State of California.

Permits: Contractor shall obtain and maintain at his/

her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

H. Insurance Requirements

Option 1: Third-Party Insurance Provided by the Contractor: The Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the contract by the Contractor, its agents, representatives, employees, and subcontractors.

Option 2: Self-Insurance Provided by the Contractor: The Contractor shall secure and maintain self-insurance certifications in all areas where the Contractor intends to self-insure rather than obtain third-party insurance. Certification of self-insurance shall be approved and maintained for the duration of the contract under the authority of the California Office of Risk and Insurance Management, the California Department of Industrial Relations, and other agencies responsible for insurance regulations and oversight over those functions the Contractor seeks to self-insure.

The minimum coverages for third-party or self-insurance includes:

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



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX A (continued)

The minimum coverage shall include Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence) of \$10,000,000 (combined single limit). Proposers may recommend higher coverage.

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

1. Bodily Injury (Injury or Accidental Death and Property Damage (per occurrence) \$10,000,000 combined single limit
2. All Risk Physical Damage Vehicle Insurance at Stated Value of the Asset
3. Such other insurance coverages and limits as may be required by FCRTA.

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

The Contractor and/or its insurers are responsible

for payment of any liability arising out of Worker's Compensation, unemployment or employee benefits offered to its employees. FCRTA shall not be responsible for any increases in insurance costs incurred by Contractor for the duration of the contract.

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

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

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

Separate endorsements are required, naming FCRTA as additional insured, for liability insurance and



Request for Proposals for Contracted Services
RFP # 2025-01, January 23, 2025
Fresno Rural Transit Agency (FCRTA)

APPENDIX A (continued)

providing a waiver of subrogation for Worker's Compensation Insurance and as Loss Payee under Vehicle Physical Damage coverage.

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

Insurance shall be provided as a separate line item in the cost proposal.

Endorsements are to be received and approved by FCRTA before work commences. Should Contractor cease to have insurance as required during any time, all work by Contractor pursuant to this agreement shall cease until insurance acceptable to FCRTA is provided. Failure to maintain required insurance is sufficient cause for default and may result in termination of the contract and revocation of the performance bond.

Current labor and benefit Information will be provided to proposers on request.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

B. APPENDIX B

General Information

Information in Appendix B shall be considered the basis for the Proposers Bid. Services, staffing, vehicles available, and other information in Appendix B may change from time to time during the term of the project.

A. General Terms

The scope of services under a contract arising from this RFP includes operating the system (Operation); managing the system to ensure effective operations (Administration); providing dispatch and supervision of the system, including safety (Oversight); and reporting of operating and ridership data (Reporting) to FCRTA and the National Transit Database (NTD).

The system includes fixed-route and demand response services currently operated by FCRTA and may be expanded to include microtransit services. Services may be modified during the term of the Contract, and the cost of new and modified services will be based on the information presented in the Proposer's Cost Proposal.

Qualified PROPOSERS must have a minimum of ten (10) years of experience in the field of providing public transit services for systems similar in size and scope to those operated by FCRTA. Using vehicles and equipment provided by FCRTA, Contractor will operate services as specified by FCRTA. Services shall be operated in strict accordance with the operating days and hours, routes, schedules, and policies set forth in the current FCRTA transit routes and schedules, as may be amended periodically. Contractor shall provide service in a safe, professional, and courteous manner.

Contractor is authorized to deviate from established fixed-routes only when necessary to avoid construction detours, and vehicles or other obstructions within the public right-of-way.

All proposals shall be for the complete management and operation of FCRTA services to include all

elements required for the operation of the system except for those items identified as specifically excluded which will be provided by FCRTA to the Contractor.

The award of a Contract is subject to the approval of FCRTA Board. The initial contract term shall be for a three (3) year period and may, at the option of FCRTA, be extended annually thereafter for four (4) consecutive one-year option periods. The successful Proposer to whom an award is made will be required to enter into an agreement with FCRTA substantially similar to the Draft Contract provided for Proposer review.

This solicitation for proposals does not commit FCRTA to enter into a contract or to pay any costs incurred in the preparation of responses to this RFP.

FCRTA reserves the right to accept or reject all proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this RFP. The Agency may accept the proposal that it considers to be in the interest of FCRTA, with or without negotiation.

FCRTA may reject any Proposal that is incomplete, conditional, obscure, or contains irregularities of any kind. All proposals received shall become the property of the Agency and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets, as the term is defined in California Civil Code, Section 3426.1, and are marked "Confidential" and placed in a separate envelope shall not be disclosed to the public unless such disclosure is required under the California Public Records Act or otherwise by law or court order.

Proposers who indiscriminately and without justification identify excessive portions of their proposals as exempt from disclosure may be deemed non-responsive. Proposals, excluding such marked Confidential information, will be available for review after posting FCRTA staff recommendations.

B. FCRTA Transit Services to be Contracted

FCRTA currently operates two modes of service,



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Page 19

APPENDIX B (continued)

fixed-route bus (MB) and demand-response (DR). FCRTA has conducted a trial of on-demand microtransit service as a directly operated service (categorized as demand response/microtransit) that is not included in the Scope of Services of this RFP.

This Contract shall be for the entire FCRTA MB and DR system as purchased transportation (PT). At FCRTA's option, on-demand microtransit service (microtransit) may be included in this contract or may be separately contracted to one or more transportation network providers. Proposals should reflect the Proposer's technical ability and operational capacity to operate on-demand microtransit service.

C. Services to be Provided by Contractor

The Contractor will be responsible for the complete management and operation of the following components of the FCRTA system:

1. Operation of the existing fixed-route (MB) and demand response paratransit (DR) system, as may be amended during the term of the CONTRACT. The CONTRACTOR shall report NTD-compliant data categorizing the services as MBPT and DRPT. Proposers shall provide a single cost per vehicle revenue hour for the operation of the existing system, and that cost shall be subject to annual consumer price index (CPI) adjustments. Contractor will be required to manage FCRTA transit operations at office space located at 1821 Pacific Avenue, Selma, CA 93662. For information on FCRTA's services please visit www.ruraltransit.org for routes and schedules.

2. At FCRTA's option, the operation of new on-demand microtransit service (microtransit). This service shall be with a separate rate structure and reported separately to FCRTA from those services identified in item 1 above. Microtransit services will generally operate using sedans and non-ADA-compliant vehicles by operators who are not required to have commercial driver's license (CDL) endorsements. The Contractor

will be required to serve on-demand microtransit trips using paratransit vehicles for any passengers requiring an accessible vehicle to serve passengers with mobility limitations that preclude the use of sedans but who are not ADA-certified. FCRTA reserves the right to decline the Contractor's proposal to operate microtransit service for any reason and seek competing proposals from outside vendors and established transportation network companies for provision of the service.

3. The Contractor shall provide training to bus operators who operate the system, including training for new operators and ongoing training as required under state and federal law.

4. The Contractor shall provide a general manager, road supervisors, dispatchers, and other support personnel required for administration and oversight of the FCRTA system's operations.

5. The Contractor shall provide on-site or off-site dedicated or non-dedicated personnel adequate to meet FCRTA customer's needs for reservations and customer service programs, and for development of the Contractor's operating policies and procedures, safety program, training programs, human resources, payroll, and related support functions.

6. The Contractor shall provide all non-revenue vehicles required to support the operation of FCRTA services.

The final Contract and contract costs may be negotiated with the selected Proposer.

D. Services Excluded from Proposal

FCRTA will provide the administrative offices and bus storage facilities to be used by the contractor. FCRTA owns a bus maintenance facility at 1821 Pacific Avenue, Selma, CA 93662 contracts with municipal staff for fleet maintenance, bus washing, fueling, and interior cleaning. The Contractor shall not be responsible for those services provided by municipal staff.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Page 20

APPENDIX B (continued)

FCRTA will be responsible for the following components of the FCRTA system:

1. System and Service Planning: FCRTA shall be responsible for all planning activities relative to FCRTA routes, schedules, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

2. Revenue Vehicles: FCRTA will provide all revenue vehicles for use by the Contractor to deliver service. Vehicles and equipment shall be used only for activity directly related to the transit system covered by the Contract, unless otherwise authorized, in writing, by FCRTA.

3. Vehicle Maintenance: FCRTA contracts separately for vehicle maintenance, and the contractor shall exclude fleet maintenance from its proposal. However, the Contractor shall be responsible for identifying the condition of the fleet at the beginning of its contract period and at the conclusion of its contract, as well as during daily handoffs between the Contractor and the maintenance contractor. Initial, daily, and concluding handover documentation and procedures shall be adequate to allocate responsibility for fleet condition between routine wear-and-tear, the level of maintenance performed by the third-party contractor, and excess wear-and-tear or damage occurring during vehicle operations in excess of routine wear-and-tear, including collisions and unreasonable use by the Contractor that shall be the sole responsibility of the contractor.

4. Bus Operations and Maintenance Facility: FCRTA owns, operates, and maintains bus operations and storage facilities that includes office space for the Contractor. FCRTA shall provide these facilities for use, including all costs to operate the facilities. Facilities shall include

utilities, phone systems, and internet provided by FCRTA. However, the Contractor shall be liable for any damage beyond normal wear-and-tear caused by the CONTRACTOR or its staff, as well as any unauthorized or illegal use of buildings or services provided to the Contractor by FCRTA.

5. Bus Parking Facilities: Vehicles used in the delivery of transit services under this Contract shall be parked at the FCRTA facility located in Selma, California or other locations designated by FCRTA. FCRTA reserves the right to change the location for parking of buses at any time during the term of the Contract, but changes vehicle location assignments in deadhead that result in a net increase in systemwide deadhead may require a renegotiation in contract rates.

6. Vehicle Fuel and Power: FCRTA shall provide fuel and power required to operate the FCRTA fleet and shall also provide fuel and charging cards for remote vehicle fueling and charging that may be required as part of normal operations. FCRTA fueling and charging shall only be provided for revenue vehicles; the Contractor shall be responsible for fueling and charging for all non-revenue vehicles.

7. Bus Stops: FCRTA shall purchase, install, maintain, and replace all street furnishings required for FCRTA operations. Such furnishings may include bus stop signs and posts, benches, shelters, lighting, kiosks, and schedule holders. FCRTA may outsource this function to a separate contractor, but the Proposer shall develop a method for its bus operators to report repair and maintenance needs to FCRTA or its bus stop and amenities contractor.

8. Scheduling and Dispatching Software: FCRTA shall provide the Contractor with access to its Synchronatics schedule management system. The contractor must use FCRTA-provided software unless exempted in writing by FCRTA. FCRTA shall provide a radio communication



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX B (continued)

system for the purpose of providing radio communications between the dispatch center and FCRTA vehicles in connection with transit operations. Contractor shall comply with all applicable federal statutes and regulations in connection with such use.

E. Performance Bond Required

Upon the Agency's award of a Proposal, the successful Proposer will be required to provide a Performance Bond in the amount of twenty-five percent (25%) of the first year's contract value and provide all certificates of insurance within fifteen (15) days from the date of the Notice of Award. The performance bond shall remain in effect for the duration of the contract. The Proposer shall execute a contract with FCRTA for the services described in this RFP within thirty (30) days after a Notice of Award. If a contract is not executed within thirty (30) days after a Notice of Award, FCRTA shall have the right to accept the proposal of the Proposer offering the next best value to the Agency and proceed to award a contract to the next Proposer.

F. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by proposers and selected contractor in:

1. Preparing a proposal in response to this RFP,
2. Submitting a proposal to Agency,
3. Negotiations with Agency or any other matter related to the proposal; and
4. All other expenses incurred by contractor or proposer prior to the date of award of any agreement, otherwise unrelated to the agreement, or not allowed as a cost in the scope of the contract.

FCRTA shall not be liable for any pre-contractual expenses incurred by any proposer or selected

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

G. Training

The Contractor shall be responsible for all aspects of training, including the provision and payment for the required training. The training program shall meet all Federal and State requirements and incorporate local context for operating the FCRTA system. Proposers shall include in their Proposals a detailed training plan describing how new drivers and drivers with recent operating experience will be trained and certified to operate the FCRTA transit system. The Proposer's training program must meet all Federal and State requirements and industry best practices for the number of hours and content of initial and refresher driver training. Federal requirements shall include all training components required by FTA and relevant training related to the Americans with Disabilities Act (ADA), Titles VI and VII of the Civil Rights Act, customer contact training. State requirements shall include all training required by the Department of Motor Vehicles (CDL endorsement) and Caltrans (vehicle safety). The Contractor shall bear all costs related to the development of training materials, delivery of training to drivers, and updates required by legislative and regulatory changes.

H. Vehicle Handover Requirements

At the beginning of this contract, FCRTA and its agents will jointly inspect each vehicle with the Contractor and sign off on an original inspection sheet to establish a baseline vehicle condition.

The inspection results shall identify work required by the current operating contractor or the current maintenance contractor to bring the buses into a state of good repair acceptable to FCRTA prior to the acceptance by the incoming Contractor. FCRTA may, at its option, repair the vehicles at the expense of the outgoing contractor.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX B (continued)

At the conclusion of this contract, including option periods, FCRTA and its agents shall inspect all vehicles, including replacement vehicles that FCRTA may acquire for Contractor's use during the term of the contract, to identify maintenance and repairs required of the Contractor for handover back to FCRTA or a future contractor.

I. Contract Termination

FCRTA shall retain the right to terminate this agreement at any time FCRTA believes this working relationship has been impaired, or should FCRTA no longer have complete confidence and satisfaction in the quality and performance of services by the Contractor.

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

Termination for Breach or Default: If the Contractor fails to provide services or perform satisfactorily the work required by the terms and conditions of the contract, including data reporting responsibilities, or materially breaches any of its obligations under this agreement FCRTA may terminate the contract, in whole or in part.

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

In the case of a breach or default of a contract

requirement other than the Contractor's failure to maintain insurance, FCRTA in its sole discretion may allow the Contractor thirty (30) days to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

J. System Information

The Fresno Council of Governments (FCOG) publishes an annual Transit Productivity Evaluation report for all transit operators in its region. At the time this RFP was prepared, the 2024 draft report was being finalized for approval and publication. Proposers are encouraged to utilize data from the 2024 report in preparing their proposals. The 2023 report is available at the following link:

<https://www.fresno.gov/wp-content/uploads/2024/05/2023-Transit-Productivity-Evaluation.pdf>

FCRTA vehicle revenue hours by service is provided in Table B.



Request for Proposals for Contracted Services
RFP # 2025-01, January 23, 2025
Fresno Rural Transit Agency (FCRTA)

APPENDIX B (continued)

Table B: Summary of FCRTA Levels in 2023

FCRTA Subsystem	Service Type	Vehicles	Annual Vehicle Revenue Hours	Total
Auberry	Intra-Community (Mountains)	1	1,736	2,126
	Inter-Community (Fresno)	1	390	
Del Rey	Inter-Community (Sanger)	1	1,736	1,736
Firebaugh	Intra-City	1	2,232	4,650
	Inter-City (Mendota)	1	2,418	
Fowler	Intra-City	1	1,984	1,984
Huron	Intra-City	2	4,216	6,138
	Inter-City (Coalinga)	1	1,922	
Kingsburg	Intra-City	2	4,384	4,800
	Saturday	1	416	
Kingsburg-Reedley College	Inter-City	1	2,294	2,294
Mendota	Intra-City	1	1,984	1,984
Orange Cove	Intra-City	1	1,984	4,526
	Inter-City (Fresno)	1	2,542	
Parlier	Intra-City	1	1,984	1,984
Rural	County	3	2,009	2,009
Sanger	Intra-City	4	7,936	10,646
	Saturday	1	416	
	Inter-City (Reedley)	1	2,294	
San Joaquin	Intra-City	1	1,984	1,984
Selma	Intra-City	4	7,936	8,352
	Saturday	1	416	
Shuttle	Fresno	1	508	508
Southeast	Inter-City	1	2,170	2,120
Westside	Inter-City	1	2,294	2,294
Total Revenue Service				
TOTALS		38	60,135	60,135



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

C. APPENDIX C

Mandatory Attachments

All attachments in Appendix C shall be completed and submitted in a single appendix or exhibit in the Proposer's bid. Failure to submit the mandatory attachments in Appendix C may render the Proposer's bid as incomplete and non-responsive.

Attachments include:

Proposal Letter Content

A. Non-Collusion Affidavit

B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

C. Certification for Contracts, Grants, Loans, and Cooperative Agreements Exceeding \$100,000

D. Buy America Certification

E. Disadvantaged Business Enterprise Program and Equal Employment Opportunity Certification

F. Proposer's Staffing Matrix

G. Certification Regarding Alcohol Misuse and Prohibited Drug Use

H. Workers' Compensation Insurance Certificate

I. Certification Regarding Lobbying

J. Disclosure of Lobbying Activities

Instructions for Completing Form "J"

K. Ownership Disclosure Form

L. Eligible Proposer Certification

M. Insurance Certificates

N. Demonstrated Ability to Perform

Caltrans Form Kform15drmt (Instructions)

O. Caltrans Form ADM-0227F

P. Caltrans Form ADM-0312F

Q. Caltrans Form ADM-3069



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Page 25

Proposal Letter Content

Proposer may customize the letter provided that all required information is provided and that the intent of the language in Proposal Letter Content is substantially equal to the Proposal Letter provided by the Proposer. The Proposal Letter must be on company letterhead and identify the Proposer and any subcontractors.

1. The Proposer is a [identify form of organization, and identify any equity participants in the Proposer if it is a joint venture]. The Proposer's State and County of Incorporation is [identify].
2. The Proposer has reviewed the RFP, including the Exhibits and Attachments thereto, and all other information made available by FCRTA in connection with the Project that is described in the RFP, and offers to carry out the Project in accordance with the RFP and Draft Contract, this Proposal Letter, and its proposal.
3. The Proposer acknowledges and agrees that its proposal constitutes a binding offer to provide the Scope of Work covered by the RFP in accordance with the terms, conditions, and requirements of the RFP, including all Exhibits and Attachments. If selected as the Contractor, the Proposer agrees that it will execute the Contract and perform all the work in accordance with the terms and conditions and at the price negotiated in the Contract. Proposer further acknowledges and agrees that it has reviewed the Scope of Work covered by the RFP and has determined that it can provide those services for the prices it has proposed, in full satisfaction of the terms and conditions in the Agreement, and further acknowledges and agrees that it will honor its proposed prices throughout the Contract Term (including option years) and will not seek any price increases except as may be expressly authorized under the Agreement.
4. The Proposer agrees to keep its proposal open for acceptance for two hundred (200) days after the proposal due date without unilaterally varying or amending its terms and, if the Proposer is a partnership or joint venture, without any member or partner withdrawing or any other change being made in the composition of the entity on whose behalf this Proposal is submitted.
5. The Proposer understands that FCRTA is not bound to accept any proposal that FCRTA may receive, and that all costs and expenses incurred by [name of Proposer] in preparing this proposal and participating in the RFP process will be borne solely by [name of Proposer].
6. The Proposer agrees not to challenge, question or seek to review any decision of FCRTA in regard to this proposal, including but not limited to any decision to award the Contract to another party or to not award the Contract at all, except as expressly permitted in the Protest Procedures outlined within the RFP.
7. Proposer acknowledges receipt of the following Addenda (identify addenda by number and date, if any).
8. The Proposer acknowledges and agrees that it understands and will comply with all applicable federal, State, and local requirements. Proposer acknowledges and agrees that it will comply with the Restrictions on Lobbying provisions of the RFP and understands that impermissible contacts, as described in that section, shall be the basis for disqualification of the Proposer.
9. Proposer designates the following individual(s) to act on behalf of and to bind and commit the Proposer, during this procurement process, on all matters relating to the RFP and the Agreement (including the price), and to take all actions necessary to finalize an Agreement with FCRTA if the Proposer is selected for Contract Award.

Also required to be included in the Proposal Cover Letter are:

- a. Proposer's Executing Official's Signature, Printed Name, and Title
 - b. Date of Letter (indicates the signature date and the starting date for the validity of the proposal)
 - c. Proposer's Business Address
-



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Proposal Form “B”

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, FCRTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to FCRTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact FCRTA for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by FCRTA.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non- Procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, FCRTA may pursue available remedies including suspension and/or debarment.

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

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company Name: _____



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Proposal Form "C"

Certification for Contracts, Grants, Loans, and Cooperative Agreements Exceeding \$100,000

In accordance with 49 CFR Part 20, the undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, _____ (name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name & Title of Contractor's Authorized Official: _____

Date: _____



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Proposal Form "D"

Buy America Certification

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. §5323(j)(1): The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. §5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Signature	Printed Name	Title

Date	Company Name

Certificate of Non-Compliance with 49 U.S.C. §5323(j)(1): The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. §5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. §5323(j)(2)(A), §5323(j)(2)(B), or (j)(2)(D) and the regulations in 49 CFR Part 661.7.

Signature	Printed Name	Title

Date	Company Name

Certification requirement for procurement of buses, other rolling stock and associated equipment. Certificate of Compliance with 49 U.S.C. §5323(j)(2)(C). The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. §5323(j)(2)(C) and the regulations at 49 CFR Part 661.11.

Signature	Printed Name	Title

Date	Company Name

Certificate of Non-Compliance with 49 U.S.C. §5323(j)(2)(C)bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. §5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. §5323(j)(2)(A), §5323(j)(2)(B), or (j)(2)(D) and the regulations in 49 CFR 661.7.

Signature	Printed Name	Title

Date	Company Name



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Proposal Form "F" Proposer's Staffing Matrix

Position Title	Number of Staff						
	Minimum FTEs Required	Full-Time Positions	Full-Time FTEs	Part-Time Positions	Part-Time FTEs	Total Positions F/T and P/T	Total FTEs
General Manager							
Road Supervisors							
Trainers <i>On-Site Staff</i>							
Trainers <i>Shared Staff</i>							
Dispatchers <i>On-Site Staff</i>							
Dispatchers <i>Off-Site Staff</i>							
Bus Operators							
_____ <i>() On-Site</i> <i>() Shared</i> <i>() Off-Site</i>							
_____ <i>() On-Site</i> <i>() Shared</i> <i>() Off-Site</i>							
_____ <i>() On-Site</i> <i>() Shared</i> <i>() Off-Site</i>							
_____ <i>() On-Site</i> <i>() Shared</i> <i>() Off-Site</i>							
_____ <i>() On-Site</i> <i>() Shared</i> <i>() Off-Site</i>							

Attach additional sheets as necessary.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Proposal Form "G"

Certification Regarding Alcohol Misuse and Prohibited Drug Use

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and prohibited Drug Use in Transit Operations," 49 CFR part 655.

The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (9)), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company Name: _____



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Proposal Form "I"

CERTIFICATION REGARDING LOBBYING (49 CFR PART 20)

Certification for Contracts, Grants, and Cooperative Agreements

The undersigned (BIDDER/PROPOSER) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any TA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The BIDDER/PROPOSER, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Signature of Authorized Official

Name and Title of Authorized Official

Date



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Proposal Form "J"

Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Page 36

Instructions for Completing Proposal Form “J”

DO NOT INCLUDE THIS PAGE IN YOUR PROPOSAL

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Proposal Form "K" Ownership Disclosure Form

FIRM INFORMATION:

Firm Name: _____

Firm Address: _____

State of Incorporation or Registration: _____

Firm Entity Type (circle):	Individual	Sole Proprietorship	LLC or LLP
	Corporation	C Corporation	S Corporation

Firm Ownership (circle):	Individual(s)	Another Firm or Entity
	Publicly-Traded (Stock)	ESOP

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Attach a complete list of the names and titles of all principals, partners, and/or trustees to this form.

For corporations, provide the names of officers, directors and all stockholders owning more than 10% equity interest in corporation. If the firm is owned in part or in full by another firm or entity, provide information about that firm or entity on additional copy/copies of this form(s).

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Proposal Form "L"

Eligible Proposer Certification

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

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

By signing and submitting its bid or proposal, the bidder or proposer hereby certifies that they are not on the Comptroller General of the United States of America list of ineligible bidders.

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____

Company Address: _____



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Proposal Form "M"

Insurance Certificates

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and prohibited Drug Use in Transit Operations," 49 CFR part 655.

The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (9)), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company Name: _____



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Proposal Form "N"

Demonstrated Ability to Perform

Items shown below in Section D.7 of the RFP must be addressed in the proposal. Please indicate your acknowledgement by checking each item in the following checklist has been addressed and identifying the page and section number where the required information is found in the Proposal.

- 1. Demonstrated minimum experience
 - (a) Discussion or narrative _____ Pg. _____ Sec. _____
 - (b) Ten (10) years of relevant experience _____ Pg. _____ Sec. _____
 - (c) Identification of the General Manager and assurance of qualified personnel to manage and operate the system _____ Pg. _____ Sec. _____
 - (d) References _____ Pg. _____ Sec. _____
- 2. Approach, capacity, and management philosophy _____ Pg. _____ Sec. _____
- 3. Hiring and screening of staff, including operators _____ Pg. _____ Sec. _____
- 4. Operator training program _____ Pg. _____ Sec. _____
- 5. Support personnel training _____ Pg. _____ Sec. _____
- 6. Safety program _____ Pg. _____ Sec. _____
- 7. Bilingual support for customer-facing staff, including bilingual training _____ Pg. _____ Sec. _____
- 8. Service supervision, dispatch, and communications _____ Pg. _____ Sec. _____
- 9. Field communications and reporting _____ Pg. _____ Sec. _____
- 10. Data collection and reporting _____ Pg. _____ Sec. _____
- 11. Communications strategy with maintenance _____ Pg. _____ Sec. _____
- 12. Road Supervisor staffing, roles and responsibilities _____ Pg. _____ Sec. _____
- 13. Fare collection, processing, and accounting procedures _____ Pg. _____ Sec. _____
- 14. Labor relations approach _____ Pg. _____ Sec. _____
- 15. FCRTA (client) communications procedures _____ Pg. _____ Sec. _____
- 16. Use of FCRTA's and Contractor's technology _____ Pg. _____ Sec. _____
- 17. Staffing, recruitment, and retention plan _____ Pg. _____ Sec. _____
- 18. Transition and Implementation Plan _____ Pg. _____ Sec. _____



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Instructions for Completing Proposal Forms “O” and “P”

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS

A) AUTHORITY AND BIDDER’S RESPONSIBILITY

This solicitation is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS. Bidders/Proposers (bidder) shall be fully informed of the requirements of the regulations and Caltrans’ DBE Program developed pursuant to the regulations. It is the policy of the State of California, Department of Transportation (Caltrans), that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26, be encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. The Bidder should ensure that DBE firms have an opportunity to participate in the performance of this solicitation and shall take all necessary and reasonable steps for this assurance. The bidder shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Terms as used in this document:

- ‘Caltrans’ means ‘State of California, Department of Transportation’
- ‘Awarding Agency’ means the agency that let the contract and subrecipient of Caltrans
- ‘Agreement’ also means ‘Contract’
- ‘Bidder’ also means ‘proposer’ or ‘offeror’
- ‘Work Codes’ indicate the types of work DBE firms are certified to perform

It is the bidder’s responsibility to make work available to DBEs and select portions of work, services, or materiel needed from the Scope of Work. The required work, services and/or materiel must be relevant to the DBEs work codes to meet the contract goal for DBE participation in this solicitation or provide information to establish, that prior to bidding, the bidder made an adequate Good Faith Effort (GFE) to meet the goal.

To be eligible for award of the Agreement, the bidder shall demonstrate that the contract goal for DBE participation was met or that, prior to bidding, an adequate GFE to meet the goal was made. Preliminary determination of goal attainment or GFE by the bidder will be by the Awarding Agency. Final determination of goal attainment or GFE by the bidder will be at Caltrans’ discretion.

Bidder is cautioned that even though its submittal indicates it will meet the stated DBE goal, its submittal should also include its GFE documentation along with DBE goal information to protect its eligibility for award of the Agreement in the event Awarding Agency, in its review, finds that the goal has not been met.

It is the bidder’s responsibility to verify DBE certifications.

B) SUBMISSION OF DBE INFORMATION AND PARTICIPATION

In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a GFE to meet the contract goal for DBE participation as established for this Agreement (refer to Section III, DBE Certification Requirements, Section 4). Bidder shall submit the attached form(s):

- ADM-0227f, Disadvantaged Business Enterprise (DBE) Information (Attachment P)
- ADM-0312f, Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation (Attachment Q). Bidder shall provide sufficient documentation to demonstrate adequate GFEs were made. For disqualification examples, refer to the Instructions to Bidder/Proposer on page 1 of the ADM-0312f.

C) DBE CERTIFICATION REQUIREMENTS

It is the bidder’s responsibility to be fully informed regarding the requirements of 49 CFR 26 and Caltrans’ DBE Program developed pursuant to the regulations. Particular attention is directed to the following:



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Page 42

Instructions for Completing Proposal Forms “O” and “P”

Page 2 of 5

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1. A DBE must be a small business firm defined pursuant to Section 3 of the Federal Small Business Act and certified through the California Unified Certification Program (CUCP). A DBE firm is a DBE certified through CUCP. In accordance with 49 CFR 26, the DBE must be certified by bid opening date of the Invitation for Bid (IFB), the Request for Proposal (RFP), or the Architectural and Engineering (A&E) Request for Quotations (RFQ), before credit may be considered toward meeting the DBE goal. It is the bidder's (prime contractor's) responsibility to verify that DBEs are certified by accessing the CUCP database.
2. The CUCP database includes DBEs certified from all certifying agencies participating in the CUCP. If a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
3. Access the CUCP database from the Department of Transportation's DBE program page at:
<https://dot.ca.gov/programs/local-assistance/local-civil-compliance/disadvantaged-business-enterprise-dbe>

Resources to Obtain a List of Certified DBEs for Caltrans Solicitations

Contractors bidding on Caltrans solicitations with a contract goal for DBE participation may contact the DBE supportive services consultant or obtain lists of certified DBEs from the CUCP database referenced above.

NAICS Work Codes and Work Descriptions

The North American Industry Classification System (NAICS) work codes are used to identify the type of work performed by DBEs. You will need to have the NAICS work code numbers relevant to this proposal to identify DBEs in eligible work categories. Please refer to Census NAICS codes at <https://www.census.gov/naics/>

4. In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a Good Faith Effort to meet the contract goal for DBE participation established for the Agreement. The bidder can meet this requirement in one of two ways:
 - a. Meet the contract goal and document commitments for participation by DBE firms.
 - b. If the contract goal is not met or is partially met, the bidder must document an adequate GFE.
5. A bidder (prime contractor), who is not a certified DBE, will be required to document one or a combination if the following:
 - a. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
 - b. Prior to bidding, the bidder made an adequate GFE to meet the contract goal for DBE participation.
6. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
7. A certified DBE bidder not bidding as a joint venture with a non-DBE, is required to document one or more of the following:
 - a. The DBE bidder will meet the goal by performing work with its own forces.
 - b. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
 - c. Prior to bidding, the bidder made adequate GFEs to meet the contract goal for DBE participation.
8. A DBE joint venture partner must be responsible for specific Agreement items of work, or portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Page 43

Instructions for Completing Proposal Forms “O” and “P”

Page 3 of 5

DO NOT INCLUDE THIS PAGE IN YOUR PROPOSAL

Caltrans Form Kform15drmt (rev. 03/2019 and edited by FCRTA to remove outdated information)

9. The DBE joint venture partner must share in the capital contributions, control, management, risks and profits of the joint venture. The DBE joint venture must attach and submit the joint venture agreement with the ADM-0227F as instructed on page 2 of the form.
10. A DBE must perform a Commercially Useful Function (CUF), pursuant to 49 CFR 26, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible for materiel and supplies to be used on the Agreement for negotiating price, determining quality, and quantity, installing (where applicable), and paying for the material itself.
11. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in its bid/proposal and all DBE subcontractors must be listed in the bid/cost proposal list of subcontractors.
12. Any dollar amount of work, service or supplies proposed for DBE participation can be counted only once. That is, any further subcontracting or spending for DBE work, service or supplies already credited once for DBE participation cannot be counted again.
13. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the goal except that portion of the work to be performed by non-DBE subcontractors.
14. If the bidder performs and documents an adequate GFE to meet the goal, the award cannot be denied on the basis that the bidder failed to meet the goal.

D) CREDIT: MATERIEL – SUPPLIES – TRUCKING COMPANIES

A. CREDIT FOR MATERIEL OR SUPPLIES PURCHASED FROM DBEs WILL BE AS FOLLOWS:

1. If the materiel or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materiel or supplies will count toward the DBE goal.
 2. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materiel, supplies, articles, or equipment required under the Agreement and of the general character described by the Agreement.
 3. If the materiel or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materiel or supplies will count toward the DBE goal.
 4. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materiel, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
 5. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products.
 6. Any supplementing of regular dealers' own distribution equipment shall be a long-term lease Agreement and not on an ad-hoc or Agreement by Agreement basis.
-



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Page 44

Instructions for Completing Proposal Forms “O” and “P”

Page 4 of 5

DO NOT INCLUDE THIS PAGE IN YOUR PROPOSAL

Caltrans Form Kform15drmt (rev. 03/2019 and edited by FCRTA to remove outdated information)

7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.

8. Credit for materiel or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commission charged for assistance in the procurement of the materiel and supplies or fees or transportation charges for the delivery of materiel or supplies required on a job site, provided the fees are reasonable and not excessive as compared with similar fees charged for services. The cost of materiel or supplies is not counted toward the DBE goal in this instance.

B. CREDIT FOR DBE TRUCKING COMPANIES WILL BE AS FOLLOWS:

1. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular Agreement and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.

2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.

3. The DBE will receive credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

6. A lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from being used by others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck.

7. Leased trucks must display the name and identification number of the DBE.

E. USE AND/OR TERMINATION OF PROPOSED DBEs

If awarded the Agreement, the successful bidder must use the DBE subcontractor(s) and or supplier(s) proposed in its bid/proposal. The Contractor may not substitute, add or terminate a subcontractor, supplier or, if applicable, a trucking company, listed in the original bid/proposal without the prior written approval by the Awarding Agency Contract Manager and concurred by Caltrans and only as allowable as specified in the Agreement. This includes work that a prime contractor can perform with its own forces, or with a non-DBE firm, or another DBE firm. Prior to the termination request, the prime contractor must notify the DBE, in writing, of the intent to terminate allowing for five days of response time in opposition of the rejection. The prime contractor must have good cause in which to terminate the DBE firm. A good cause includes:

1. The DBE fails or refused to execute a written contract.

2. The DBE fails or refuses to perform the work consistent with normal industry standards.

3. The DBE fails or refuses to meet the prime contractor's nondiscriminatory bond requirements.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

Page 45

Instructions for Completing Proposal Forms “O” and “P”

Page 5 of 5

DO NOT INCLUDE THIS PAGE IN YOUR PROPOSAL

Caltrans Form Kform15drmt (rev. 03/2019 and edited by FCRTA to remove outdated information)

4. The DBE becomes bankrupt or has credit unworthiness.
5. The DBE is ineligible to work because of suspension and debarment.
6. It has been determined that the DBE is not a responsible contractor.
7. The DBE voluntarily withdraws, with written notification, from the contract.
8. The DBE is ineligible to receive credit for the type of work required.
9. The DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
10. Or other documented compelling reason.

The Contractor must make an adequate GFE to find another certified DBE subcontractor to substitute for the original DBE. The GFE shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was substituted or terminated to the extent needed to meet the established contract goal for DBE participation.

The requirement that DBEs must be certified by the bid opening date does not apply to DBE substitutions after award of the Agreement. Substitutions of DBEs after award must be certified at the time of the substitution or addition.

F) AWARD

Award of the Agreement will be in accordance with the respective solicitation. The bidder awarded the Agreement shall be responsible for implementing the applicable requirements of 49 CFR 26 in performance of the Agreement. The bidder awarded the Agreement shall complete and submit ADM-3069, Disadvantaged Business Enterprises Utilization Report with each invoice.

Notice to Contractor: FCRTA attempted to validate and locate updated information and obsolete information contained in form Kform15drmt (rev. 03/2019). FCRTA is not responsible for inaccurate information in this form, including any website links or phone numbers that may no longer be operational. FCRTA recommends that contractors contact Caltrans for any clarification required in this form.



Request for Proposals for Contracted Services
RFP # 2025-01, January 23, 2025
Fresno Rural Transit Agency (FCRTA)

Proposal Forms O, P, and Q
Caltrans Forms ADM-0227F, ADM-9312F, and ADM-3069

Proposal Form “O”
DOT ADM-0227F

Proposal form “O” is available as a fillable form on the Caltrans site. Please download DOT ADM-0227F and identify it as Proposal Form “O.” Form ADM-0227F can be downloaded at the following link:

<https://forms.dot.ca.gov/v2Forms/servlet/showForm2?frmid=DOTADM0227F>

This is a screenshot of the Proposal Form O (DOT ADM-0227F). It is a complex form with multiple sections, including a header with agency information, a main body with several tables and text input fields, and a footer with contact information. The form is designed for contractors to provide detailed information about their proposal.

Proposal Form “P”
DOT ADM-0312F

Proposal form “P” is available as a fillable form on the Caltrans site. Please download DOT ADM-0312F and identify it as Proposal Form “P.” Form ADM-0312F can be downloaded at the following link:

<https://forms.dot.ca.gov/v2Forms/servlet/showForm2?frmid=DOTADM0312F>

This is a screenshot of the Proposal Form P (DOT ADM-0312F). It features a header section followed by several distinct sections, each containing specific data entry fields and tables. The form is structured to collect comprehensive details from the proposer.

Proposal Form “Q”
DOT ADM-3069

Proposal “Q” is available as a fillable form on the Caltrans site. Please download DOT ADM-3069 and identify it as Proposal Form “Q.” Form ADM-ADM3069 can be downloaded at the following link:

<https://forms.dot.ca.gov/v2Forms/servlet/showForm2?frmid=DOTADM3069>

This is a screenshot of the Proposal Form Q (DOT ADM-3069). The form includes a header, a large table with multiple columns for data entry, and several sections of text and smaller tables at the bottom. It is a detailed form for providing proposal information.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT
 ADM-3069 (REV 07/2021)

CONTRACT NUMBER	INVOICE NUMBER	TASK ORDER NUMBER <small>(if applicable)</small>	ADMINISTERING AGENCY Department of Transportation Division of Procurement and Contracts BUSINESS ADDRESS	CONTRACT START DATE	CONTRACT COMPLETION DATE				
PRIME CONTRACTOR NAME (PRINT)			TOTAL CONTRACT AMOUNT: \$						
PRIME CONTRACTOR REPRESENTATIVE NAME (PRINT)			Contract Manager Must Complete This Section:						
			Total Federal Share Amount \$ OR %						
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERTIFICATION NUMBER	GENDER	OWNERSHIP CODE(S)	CONTRACT PAYMENTS		DATE WORK COMPLETE	PAYMENT DATE
						NON-DBE	DBE		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
Total						\$	\$		
ORIGINAL COMMITMENT						COMMENTS			
\$	OR	%	OWNERSHIP CODES: 1= Black American 2= Hispanic American 3= Native American 4= Asian Pacific American 5= Subcontinent Asian American 6= Caucasian 7= Woman 8= Other 9= Not Applicable						
\$	UDBE	%	List all Subcontractors and Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments. List actual amount paid to each entity.						
\$	OR	%	I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT						
\$	DBE	%	CONTRACTOR REPRESENTATIVE'S SIGNATURE						
			BUSINESS PHONE NUMBER		DATE				
CONTRACTOR REPRESENTATIVE'S SIGNATURE						TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
						BUSINESS PHONE NUMBER		DATE	
CONTRACT MANAGER'S SIGNATURE						BUSINESS PHONE NUMBER			
						BUSINESS PHONE NUMBER		DATE	
COPY DISTRIBUTION (Required): (1) Original: Contract Manager									
(2) Copy: Office of Civil Rights, email to: business.support.unit@dot.ca.gov									

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT
 ADM-3069 (REV 07/2021)

Contractor Instructions:

This form must be completed and submitted to the Caltrans Contract Manager with each invoice. Enter the Contract Number, Invoice Number, Task Order Number (if applicable), Contract Start Date, Completion Date (Expiration Date), Prime Contractor Name, Prime Contractor Business Address, Total Contract Amount (as written on the STD. 213).

This form has two columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by subcontracting firms who are not certified DBE. The DBE column is used to enter the dollar value of work performed only by certified DBE firms.

DBE Prime Contractors are required to show the corresponding dollar value of work performed by their own forces.

To confirm the certification status of a DBE, access the Department of Transportation, Office of Civil Rights website at <http://caltrans.dbesystem.com/> or call toll free (866) 810-6348 or (916) 324-1700.

If a contractor who is performing work as a DBE becomes decertified and still performs work after the decertification date, enter the total value performed by this contractor in the DBE column for the certification period and the remaining work or services (after decertification) in the Non-DBE column. If a Subcontractor performing work as a Non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE in the appropriate column.

Date Work Complete Column: Enter the date the work and/or Task order was completed for the respective pay period

Date of Payment Column: Enter the date when the Prime Contractor made the payment to the firm for the portion of work listed as being completed.
 DBE Prime Contractors are required to show the date of work performed by their own forces.

Contractor's Signature: Contractor certifies that the information on the ADM-3069 is complete and correct.

Contract Manager's Instructions:

Review the form as submitted by the Contractor to ensure the form is complete and accurate. Once you receive the ADM-3069 from the Contractor, enter the total (or percent) of Federal (only) dollars (being used in the Agreement) on the form, then sign, date, and email to business.support.unit@dot.ca.gov.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

D. APPENDIX D

Cost Proposal

Information in Appendix D shall be considered mandatory and must be presented in a separate envelope clearly marked "COST PROPOSAL" within the proposal package.

A. Required Cost Proposal Forms

Cost Proposal Cover Letter

A. Cost per Vehicle Revenue Hour by Year and Type of Service

B. Start-Up Costs

Important Information and Instructions to Complete Forms:

1. The Cost Proposal Cover Letter shall describe any increases in rates associated with a reduction in service and rate reductions associated with increases in service. It is expected that a change in rate would be required only as a result of fixed overhead costs. The Cost Cover Letter should describe the rate bands where cost bands would become applicable (e.g. 10% and 25% addition or reduction in service). The Cost Proposal Cover Letter should note any other exceptions or conditions related to the costs shown in Form A or Form B. There shall be no contract close-out costs applicable to this contract.
2. Cost Proposals identify the cost per vehicle revenue hour and total cost by year of performance, including three (3) contract years and four (4) option years, based on the current level of service offered by FCRTA.
2. Rates per vehicle revenue hour shall include only year-to-year adjustments exclusive of annual consumer price index (CPI) adjustments. The proposed annual rates shall only be proposed for adjustments that are not accounted for in CPI adjustments.
3. Each year the anniversary of the contract, a CPI adjustment shall apply to hourly rates based on the Department of Labor's 12-month change for the month prior to the contract anniversary date.
4. Maintenance and fuel/charging costs are to be excluded from the Cost Proposal Form. Actual fuel and charging costs will be directly paid or reimbursed by FCRTA. FCRTA will provide fuel and charging at its operations facility and has the option of providing fuel and charging cards for contractor use.
5. The FCRTA will require the selected Contractor to conduct its administrative functions at the FCRTA operations facility and office located in Selma, California, during the term of the Agreement. FCRTA will not reimburse directly or through overhead for the contractor's office space.



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

E. APPENDIX E

Existing Contract

The existing contract shall serve as the draft contract. FCRTA reserves the right to modify the contract prior to execution of a contract with the successful Proposer.

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

This Agreement made and entered into this 31st day of July, 2018 by and between the MV Public Transportation, Inc., a transportation services firm formed under the laws in the State of California, hereinafter referred to as "Contractor", and the Fresno County Rural Transit Agency, a Joint Powers Agency, hereinafter referred to as "FCRTA". FCRTA and Contractor are each a "Party" to this Agreement, and collectively are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the updated 2018 Regional Transportation Plan (RTP) for Fresno County, (adopted: July 26, 2018) proposes the provision of public transportation service within the Rural Area of Fresno;

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

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

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

WHEREAS, the 2018-2019 FCRTA Budget Board adopted by the FCRTA on June 28, 2018; and

WHEREAS, the Board approval of MV Transportation to provide said services on July 26, 2018; and

WHEREAS, FCRTA has agreed to have City of Selma provide all maintenance services; and

WHEREAS, the FCRTA desires to expressly contract with Contractor for: drivers, dispatchers, supervision and training for the following transit subsystems:

- | | |
|--|--------------------------------------|
| 1. Auberry Transit | 12. Orange Cove Intercity Transit |
| 2. Del-Rey Transit | 13. Parlier Transit |
| 3. Firebaugh Transit | 14. Rural Transit |
| 4. Firebaugh-Mendota Transit | 15. Sanger Transit |
| 5. Fowler Transit | 16. Sanger – Reedley College Transit |
| 6. Huron Transit | 17. San Joaquin Transit |
| 7. Huron Intercity Transit | 18. Selma Transit |
| 8. Kingsburg Transit | 19. Shuttle Transit |
| 9. Kingsburg – Reedley College Transit | 20. Southeast Transit |
| 10. Mendota Transit | 21. Westside Transit |
| 11. Orange Cove Transit | |

WHEREAS, Exhibit - 1, is a Summary of FCRTA's 2018-19 Transit Subsystems governed under this Agreement and identifies each subsystem, the days and hours of operation, the service type, the frequency and the service area; with other operational supporting services; and

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

WHEREAS, the Parties have mutually negotiated this Agreement,

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

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

The FCRTA hereby agrees to engage the MV Public Transportation, Inc., (Contractor) to provide public transportation service to the referenced subsystems, from September 1, 2018 through August 31, 2021. The maximum amount of compensation to the Contractor, under this Agreement is not to exceed \$8,589,354.00: \$2,889,878.56 for FY 2018-19; \$2,728,629.74 for FY 2019-20; and \$2,970,846.00 for FY 2020-21 provided no penalties or awards are assessed. **Exhibit-2** displays Contractor's proposal pricing for each fiscal year of this agreement, including optional extension years.

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

ARTICLE II. DESCRIPTION OF SERVICE

A. General Provisions

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

FCRTA is providing 88 vehicles to the subcontractors for the provision of all services within this contract. The FCRTA General Manager will assign the appropriate fleet vehicle(s) to each subsystem to meet the operational characteristics and the demonstrated ambulatory and wheelchair needs of the actual ridership, and therefore such assignments may be subject to change.

The Contractor will complete all applicable training requirements during the month of August 2018, commence operations on September 4, 2018 and operate and maintain the service for a three-year period ending on August 31, 2021.

B. Equipment Specifications

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

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

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

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

Prior to acceptance of any vehicle by Contractor, the parties will conduct a detailed inspection of each vehicle to ensure each vehicle is in good condition and safe for operation (with all systems and equipment in working order meeting generally accepted standards and practices of the public transportation industry and meeting all state and federal government requirements). During such inspection, all defects to the vehicles shall be noted and mutually acknowledged by the parties. Contractor will not be responsible for any defects identified during the inspection process.

Vehicle operating expenses, including fuel; maintenance; and insurance shall be the responsibility of the FCRTA until September 3, 2018 at such time as FCRTA procures insurance from the Contractor. Beginning September 4, 2018, the vehicle operating expense of insurance for the cities of Kerman, Reedley and Coalinga shall be the responsibility of FCRTA, and insurance for all other vehicles in FCRTA's subsystems shall be the responsibility of the Contractor. The vehicle list will be provided to the Contractor.

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

C. Personnel

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

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

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

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

If a Contractor's employee fails to pass a drug or alcohol test, they shall no longer be assigned by Contractor to provide services under this Agreement. The Contractor retains the right to address an employee's failed drug test pursuant to the Contractor's policies and procedures.

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

D. Transit Service Areas

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

E. Hours of Service

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

Observed Holidays may vary subsystem by subsystem, because they reflect each individual City's or Agency's adopted listing of observed holidays. Exhibit - 22 "Member Agency Holiday Schedule 2018-19" stipulates each named holiday and date to reflect when a Subsystem has a Holiday or is to Work. The listing may be subject to change, with advanced notice to the public.

F. Dispatch Responsibilities

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

The Contractor shall use Synchronatics EZ-Ride computer assisted dispatch software purchased by the FCRTA, including the features to record confidential passenger information, transmit the relevant information to the driver, in an effort to provide safe, efficient, and professional service to the passengers.

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

G. Disabled Service

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

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

H. Data Collection

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

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

I. Fare Collection and Accounting

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

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

Paragraphs A through I herein described above in Article II of this Agreement are hereinafter referred to as "Services".

J. Insurance

The FCRTA shall secure and maintain automobile liability (Bodily Injury and Property Damage) not less than \$5,000,000 per occurrence until September 3, 2018 at which time FCRTA will procure insurance from Contractor;

The Contractor shall secure and maintain automobile liability (Bodily Injury and Property Damage) excluding the vehicles operated in the cities of Kerman, Reedley and Coalinga not less than \$15,000,000 per occurrence with no deductible beginning September 4, 2018 and throughout the remaining term of this Agreement, or extensions thereof;

The FCRTA shall secure and maintain throughout the term of this Agreement, or extensions thereof, automobile liability (Bodily Injury and Property Damage) not less than \$5,000,000 per occurrence for the vehicles operated in the cities of Kerman, Reedley and Coalinga unless those cities choose to be operated by the Contractor;

The FCRTA shall provide the Contractor, until September 3, 2018 and Contractor to provide to FCRTA thereafter, with valid certificates of insurance reflecting the above and further, that said coverage has the following endorsements:

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

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

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

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

The Contractor 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.

The Contractor shall not subrogate FCRTA. If Contractor's insurance pays a claim, Contractor's insurance cannot seek payment from FCRTA insurer.

K. Indemnification

Contractor agrees to indemnify, save, hold harmless, and defend 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 occurring or resulting from the negligent, recklessness or will misconduct of its drivers and any negligence arising from Contractor's failure to properly hire and supervise its drivers.

L. Exceptions to Service Requirements

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

M. Environmental

The Contractor is not responsible for any environmental issues or releases of hazardous materials existing on or prior to the Contractor's occupancy of the FCRTA's facilities, or caused by any party other than the Contractor.

N. Adjustments to Service

FCRTA reserves the right to increase or decrease revenue vehicle trips by up to twenty percent (20%) without a change in the compensation rates agreed to be paid to the Contractor. If the number of trips decreases in excess of 20% of the estimated number set forth above, or if the number of trips increases over 20% from that estimated above after adjustment for the amount of the monthly estimated growth rate above, either the Contractor or FCRTA can request a re-negotiation of the proposed rates upon submission of sufficient information to support an increase or decrease in revenue vehicle trips to the non-requesting Party. If the Contractor is entitled to and desires to negotiate rates and mutually agreeable terms cannot be reached, FCRTA will release the Contractor from this agreement within 60 days of such a determination.

ARTICLE III. FARE SCHEDULE

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

convenience passes for the elderly (60-64), and children (0-18) with an adult are range from between fourteen dollars (\$14.00) and twenty dollars (\$20.00).

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

ARTICLE IV. BILLING AND PAYMENT FOR SERVICE

For services rendered between September 4, 2018, through August 31, 2019, and subject to Article I and Exhibit- 2 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-19 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$44.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

Startup fees will be billed based on the options provided in Exhibit 2; \$15,065.12 per month or 2 payments of \$90,390.71. Facility fees will be billed in accordance with Exhibit 2; 1 payment of \$41,136.00 or \$3,428.00 per month.

The maximum amount of compensation to the Contractor for service year beginning on September 4, 2018, and ending on August 31, 2019, under this Agreement is not to exceed \$2,889,878.56, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 2, at a cost of \$104,705.39 for the service year beginning on September 1, 2018 and ending on August 31, 2019 subject to vehicle miles traveled. FCRTA agrees to pay Contractor the above-referenced 2018-19 service year insurance costs prior to September 4, 2018.

For services rendered between September 1, 2019 through August 31, 2020, and subject to Article I and Exhibit - 2 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2019-20 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$45.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on September 1, 2019 and ending on August 31, 2020, under this Agreement is not to exceed \$2,728,629.74, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 2, at a cost of \$105,565.47 for the service year beginning on September 1, 2019 and ending on August 31, 2020 subject to vehicle miles traveled. FCRTA agrees to pay Contractor the above-referenced 2019-20 service year insurance costs prior to September 1, 2019.

For services rendered between September 1, 2020 through August 31, 2021, and subject to Article I and Exhibit - 2 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2020-21 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$49.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on September 1, 2020 and ending on August 31, 2021, under this Agreement is not exceed \$2,970,846.10, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 2, at a cost of \$106,434.15 for the service year beginning on September 1, 2020 and ending on August 31, 2021 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2020-21 service year insurance costs prior to September 1, 2020.

ARTICLE V. WRITTEN MODIFICATION OF AGREEMENT

Modifications will be negotiated and effected by written amendment to this Agreement.

ARTICLE VI. VEHICLE IDENTIFICATION

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

ARTICLE VII. FEDERAL CLAUSES

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

Professional Services Agreement. Parties referenced in the following clauses are defined as:

"Awarding Agency" is the subrecipient of the State of California Department of Transportation.

"PROJECT" is the Awarding Agency's federally supported project.

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

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

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

CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
 - A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
 - B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
 - C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

Access to Records

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

Record Keeping

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

Accounting Records

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

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

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

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

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

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

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

6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

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

7. ENERGY CONSERVATION

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

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

9. PROMPT PAYMENT AND RETURN OF RETAINAGE

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

10. INTELLIGENT TRANSPORTATION SYSTEMS (ITS) NATIONAL ARCHITECTURE

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

11. ADDITIONAL TERMINATION PROVISIONS

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a SIXTY (60) DAY WRITTEN NOTICE per the Warn Act to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Agency that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

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

The Additional Termination Provisions are in addition to the Termination terms herein contained in this Agreement.

12. DEBARMENT AND SUSPENSION

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

- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

13. BUY AMERICA

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

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

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

15. LOBBYING

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying," 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant,

cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

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

16. CLEAN AIR ACT

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17. FLY AMERICA

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

18. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

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

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

19. **CHARTER SERVICE OPERATIONS**

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

20. **SCHOOL BUS OPERATIONS**

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

21. **DRUG AND ALCOHOL TESTING**

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

and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

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

22. RECYCLED PRODUCTS

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

ARTICLE VIII. VENUE

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

ARTICLE IX. ASSIGNMENT/TRANSFER

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

ARTICLE X. SUBCONTRACTORS

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

ARTICLE XI. PROVISIONS FOR RENEGOTIATION OF THE CONTRACTUAL AGREEMENT

With approval of the FCRTA Board of Directors, the contract may be extended unilaterally for up to four additional years, in one-year increments, at option year prices submitted as part of the Proposal response to this RFP, not to be negotiated in the future.

ARTICLE XII. TERMINATION

- A. 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. Should sufficient funds not be allocated, the

services provided may be modified, or this Agreement terminated, at any time by giving the Contractor sixty (60) days advance written notice.

- B. Breach of Contract. The FCRTA may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the FCRTA there is:
- 1) An illegal or improper use of funds;
 - 2) A failure to comply with any terms of this Agreement that is not cured by Contractor within 10 days after Contractor is advised of the failure; or
 - 3) A substantially incorrect or incomplete report by the Contractor that is not cured by Contractor within 10 days after Contractor is advised of the incorrect or incomplete report.

In no event shall any payment by the FCRTA constitute a waiver by the 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 the FCRTA with respect to the breach or default.

- C. Without Cause. Under circumstances other than those set forth above, this Agreement may be terminated by FCRTA upon the giving of sixty (60) days advance written notice of an intention to terminate to Contractor

ARTICLE XIII. NOTICES

Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Any written notice to the FCRTA shall be sent to:

Moses Stites
Fresno County Rural Transit Agency
2035 Tulare Street, Suite 201
Fresno, CA 93721

Any written notice to the Contractor shall be sent to:

MV Legal Department
MV Transportation
2711 N. Haskell Ave, Suite 1500, LB-2
Dallas, TX 75204

ARTICLE XIV. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid, void, or unenforceable in a final judgment by a court of competent jurisdiction, each and every other provisions hereof shall remain in full force and effect.

ARTICLE XV. OTHER REMEDIES

Except as otherwise provided in this Agreement for a breach of its terms and conditions, the Parties may enforce this Agreement in any other manner authorized by law.

Exhibit – 1

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

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

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

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

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

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

EXHIBIT 2

Summary of FCRTA's Subsystem Individual and Total Contract Budgets

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for
 2018-19, 2019-2020, 2020-2021
 By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract
 Budgets

FCRTA Subsystems	Service Type	# of Vehicles Service	Total Annual Vehicle Revenue Hours	FY 18-19 Contract Billable Service Rate	FY 18-19 Annual FY Total of Service Contracts	FY 19-20 Contract Billable Service Rate	FY 19-20 Annual FY Total of Service Contracts	FY 20-21 Contract Billable Service Rate	FY 20-21 Annual FY Total of Service Contracts
Auberry Transit	Intra-City (Mountains)	1	1,736.00	\$ 44.00	\$ 76,384.35	\$ 45.00	\$ 78,121.31	\$ 49.00	\$ 85,056.02
	Inter-City (to Fresno)	1	390.00	\$ 44.00	\$ 17,160.08	\$ 45.00	\$ 17,550.29	\$ 49.00	\$ 19,108.21
Del Rey Transit	Inter-City (to Sanger)	1	1,736.00	\$ 44.00	\$ 76,384.35	\$ 45.00	\$ 78,121.31	\$ 49.00	\$ 85,056.02
Firebaugh Transit	Intra-City	1	2,232.00	\$ 44.00	\$ 98,208.45	\$ 45.00	\$ 100,441.68	\$ 49.00	\$ 109,357.74
	Inter-City (to Mendota)	1	2,418.00	\$ 44.00	\$ 106,392.49	\$ 45.00	\$ 108,811.82	\$ 49.00	\$ 118,470.89
Fowler Transit	Intra City	1	1,984.00	\$ 44.00	\$ 87,296.40	\$ 45.00	\$ 89,281.50	\$ 49.00	\$ 97,206.88
Huron Transit	Intra-City	2	4,216.00	\$ 44.00	\$ 185,504.86	\$ 45.00	\$ 189,723.18	\$ 49.00	\$ 206,564.62
	Inter-City (to Coalinga)	1	1,922.00	\$ 44.00	\$ 84,568.39	\$ 45.00	\$ 86,491.45	\$ 49.00	\$ 94,169.17
Kingsburg Transit	Intra City	2	4,834.00	\$ 44.00	\$ 212,696.98	\$ 45.00	\$ 217,533.65	\$ 49.00	\$ 236,843.78
	Saturday	1	416.00	\$ 44.00	\$ 18,304.08	\$ 45.00	\$ 18,720.31	\$ 49.00	\$ 20,382.09
Kingsburg-Reedley College Transit	Inter-City (to Reedley)	1	2,294.00	\$ 44.00	\$ 100,936.47	\$ 45.00	\$ 103,231.73	\$ 49.00	\$ 112,395.46
Mendota Transit	Intra City	1	1,984.00	\$ 44.00	\$ 87,296.40	\$ 45.00	\$ 89,281.50	\$ 49.00	\$ 97,206.88
Orange Cove Transit	Intra City	1	1,984.00	\$ 44.00	\$ 87,296.40	\$ 45.00	\$ 89,281.50	\$ 49.00	\$ 97,206.88
	Inter City (to Fresno)	1	2,542.00	\$ 44.00	\$ 111,848.52	\$ 45.00	\$ 114,391.92	\$ 49.00	\$ 124,546.32
Parlier Transit	Intra City	1	1,984.00	\$ 44.00	\$ 87,296.40	\$ 45.00	\$ 89,281.50	\$ 49.00	\$ 97,206.88
Rural Transit	County	3	2,008.80	\$ 44.00	\$ 88,387.61	\$ 45.00	\$ 90,397.52	\$ 49.00	\$ 98,421.97
Sanger Transit	Intra-City	4	7,936.00	\$ 44.00	\$ 349,185.62	\$ 45.00	\$ 357,125.99	\$ 49.00	\$ 388,827.52
	Saturday	1	416.00	\$ 44.00	\$ 18,304.08	\$ 45.00	\$ 18,720.31	\$ 49.00	\$ 20,382.09
	Inter-City (to Reedley)	1	2,294.00	\$ 44.00	\$ 100,936.47	\$ 45.00	\$ 103,231.73	\$ 49.00	\$ 112,395.46
San Joaquin Transit	Intra City	1	1,984.00	\$ 44.00	\$ 87,296.40	\$ 45.00	\$ 89,281.50	\$ 49.00	\$ 97,206.88
Selma Transit	Intra City	4	7,936.00	\$ 44.00	\$ 349,185.62	\$ 45.00	\$ 357,125.99	\$ 49.00	\$ 388,827.52
	Saturday	1	416.00	\$ 44.00	\$ 18,304.08	\$ 45.00	\$ 18,720.31	\$ 49.00	\$ 20,382.09
Shuttle Transit	Fresno	1	508.40	\$ 44.00	\$ 22,369.70	\$ 45.00	\$ 22,878.38	\$ 49.00	\$ 24,909.26
Southeast Transit	Inter-City	1	2,170.00	\$ 44.00	\$ 95,480.44	\$ 45.00	\$ 97,651.64	\$ 49.00	\$ 106,320.03
Westside Transit	Inter-City	1	2,294.00	\$ 44.00	\$ 100,936.47	\$ 45.00	\$ 103,231.73	\$ 49.00	\$ 112,395.46
Maintenance Shuttle	Rural Areas	2	3,984.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
CNG Service Tech*	Rural Areas	1	1,472.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Vehicle Maintenance	Rural Areas	0	6,324.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Vehicle Detailing	Rural Areas	0	1,984.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTALS		38	74,399.20	--	\$ 2,667,961.14	--	\$ 2,728,629.74	--	\$ 2,970,846.10

Fleet Insurance Costs by Fiscal Year (page 13 of RFP)

Annual Totals WITH Contractor-Provided Insurance	\$ 104,705.39	\$ 105,565.47	\$ 106,434.15
	\$ 2,772,666.53	\$ 2,834,195.21	\$ 3,077,280.25

By signing this form we are confirming our desire to bid on this service

Startup

FY 18-19

Signature _____

per month
or 2 payments

180,781.42

Facility
per month

15,065.12

90,390.71

41,136.00

3,428.00

221,917.42

2,889,878.56

Date _____

Total Fixed Costs

Total Var + Fixed*

*Total Cost before optional insurance

EXHIBIT 3

FCRTA Service Area County Map

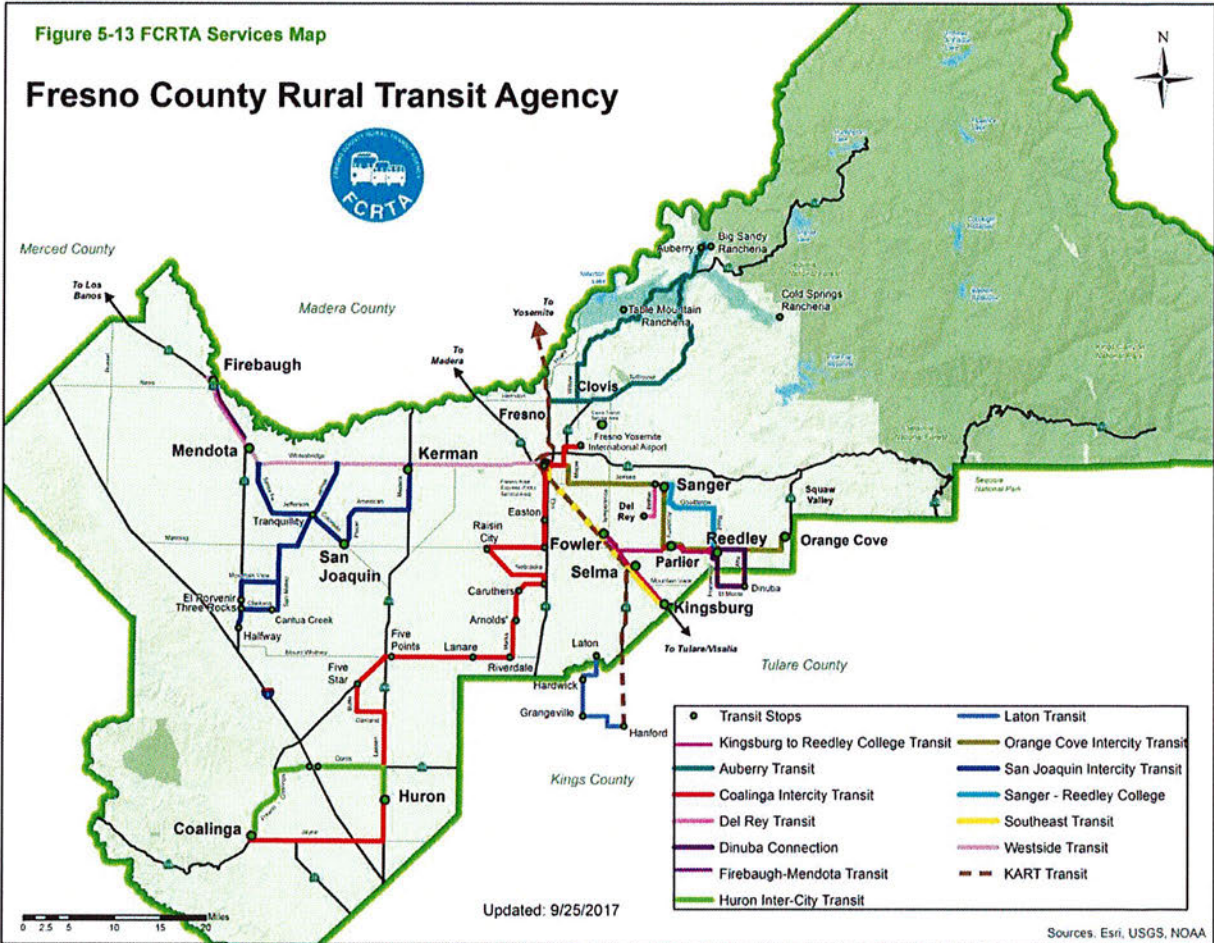
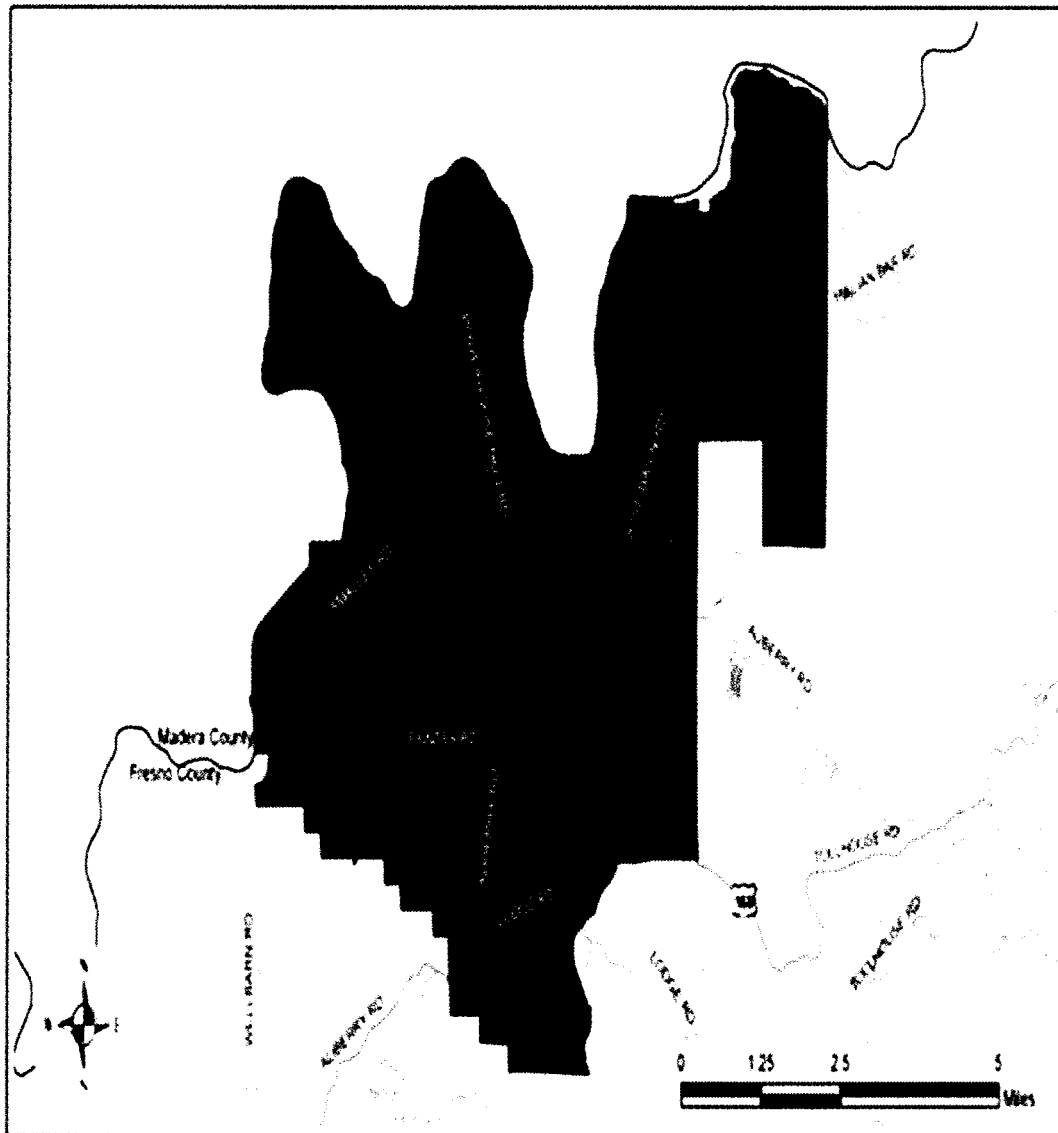



EXHIBIT 4

Auberry Sphere of Influence/ Transit Service Area Map



**Fresno Local Agency Formation Commission
County Service Area No. 50 (Auberry Fire)**

Legend

 District Area and SOI

Provides Fire Services
District Formed 2004
SOI Adopted 1/09/2008

Map Date December 2007
District Area 31,144 Acres
Sphere Area 31,144 Acres

EXHIBIT 5

Del Rey Sphere of Influence/ Transit Service Area Map



Fresno Local Agency Formation Commission
Del Rey Community Service District

Legend

- District SOI
- District Area

District Formed: 1964
SOI Adopted: 6/25/1975
SOI Updated: 7/11/2007

Map Date: October 2007
District Area: 298 Acres
Sphere Area: 302 Acres

EXHIBIT 6

Firebaugh Sphere of Influence/ Transit Service Area Map

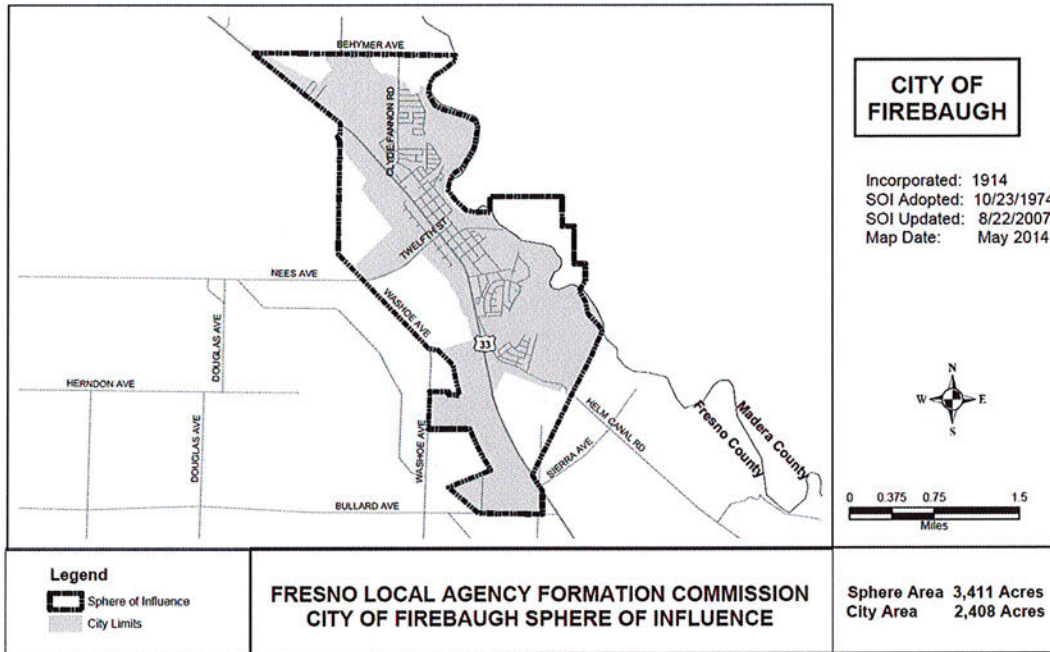


EXHIBIT 7

Fowler Sphere of Influence/ Transit Service Area Map

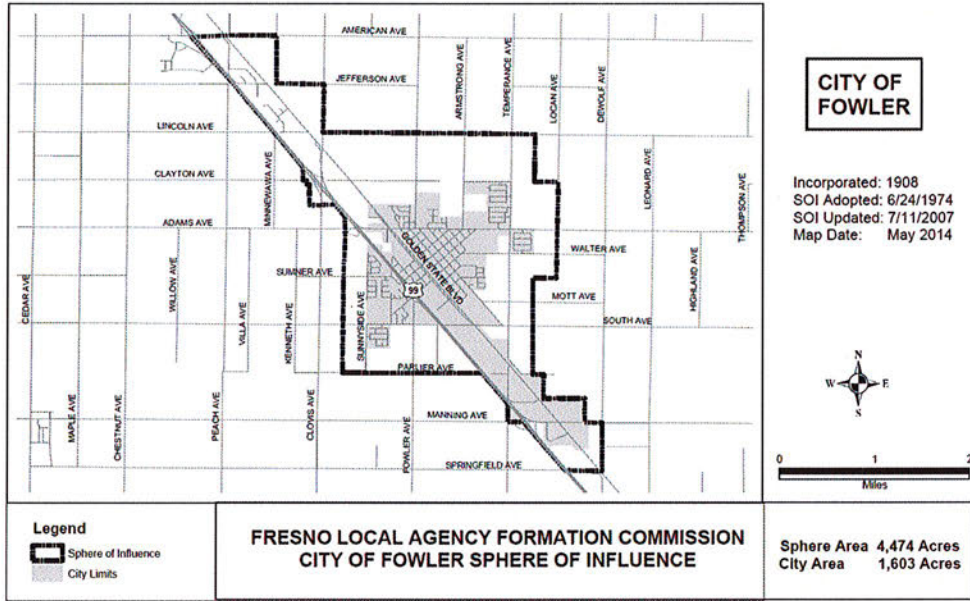


EXHIBIT 8

Huron Sphere of Influence/ Transit Service Area Map

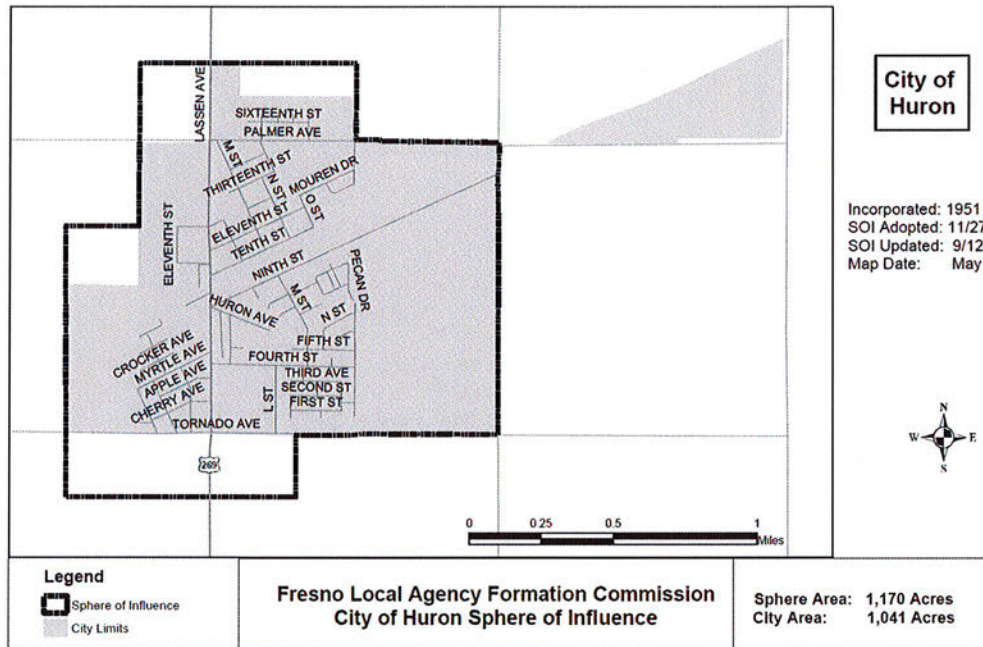


EXHIBIT 9

Kingsburg Sphere of Influence/ Transit Service Area Map

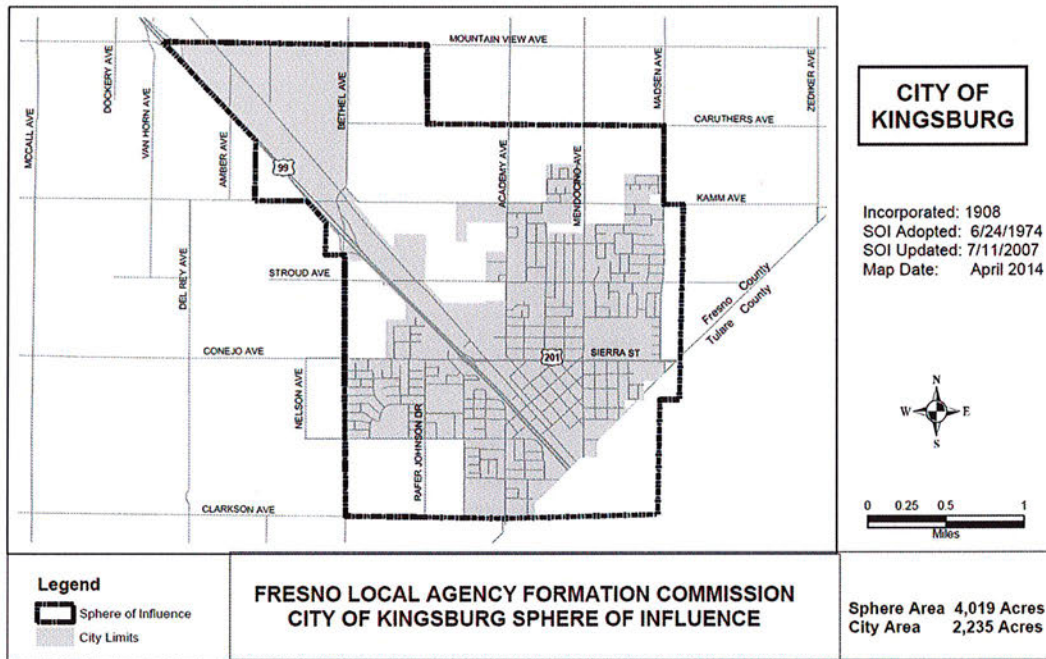


EXHIBIT 10

Mendota Sphere of Influence/ Transit Service Area Map

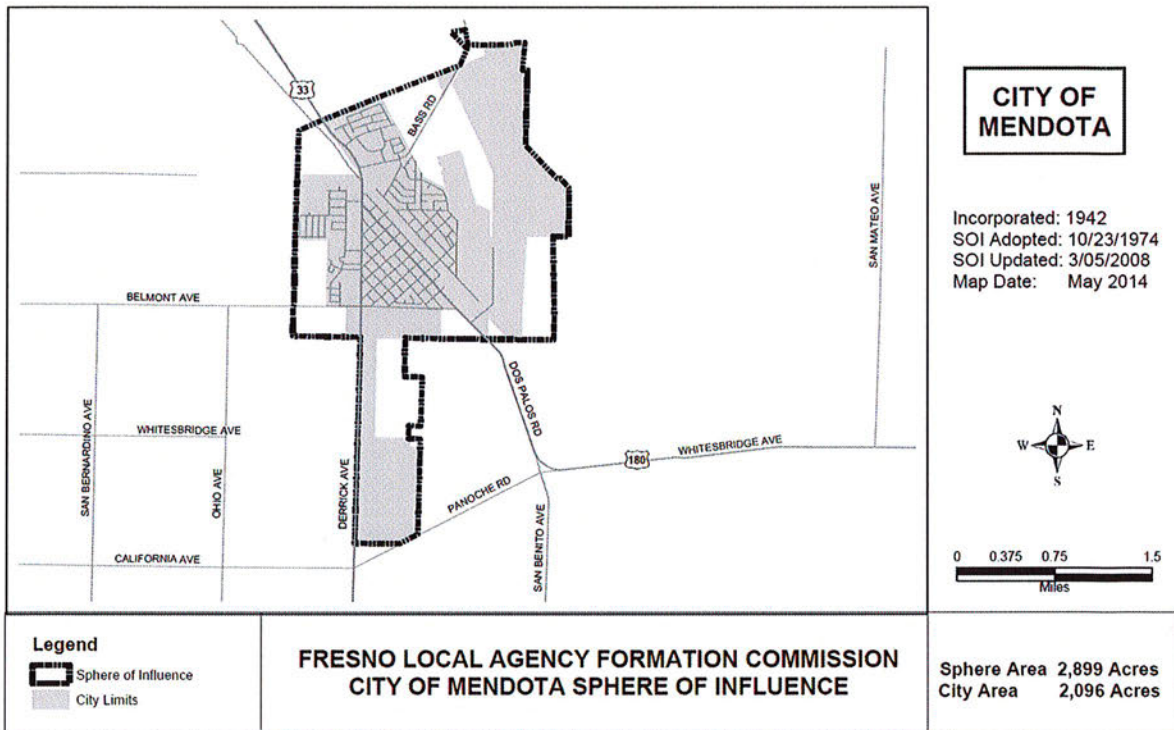


EXHIBIT 11

Orange Cove Sphere of Influence/ Transit Service Area Map

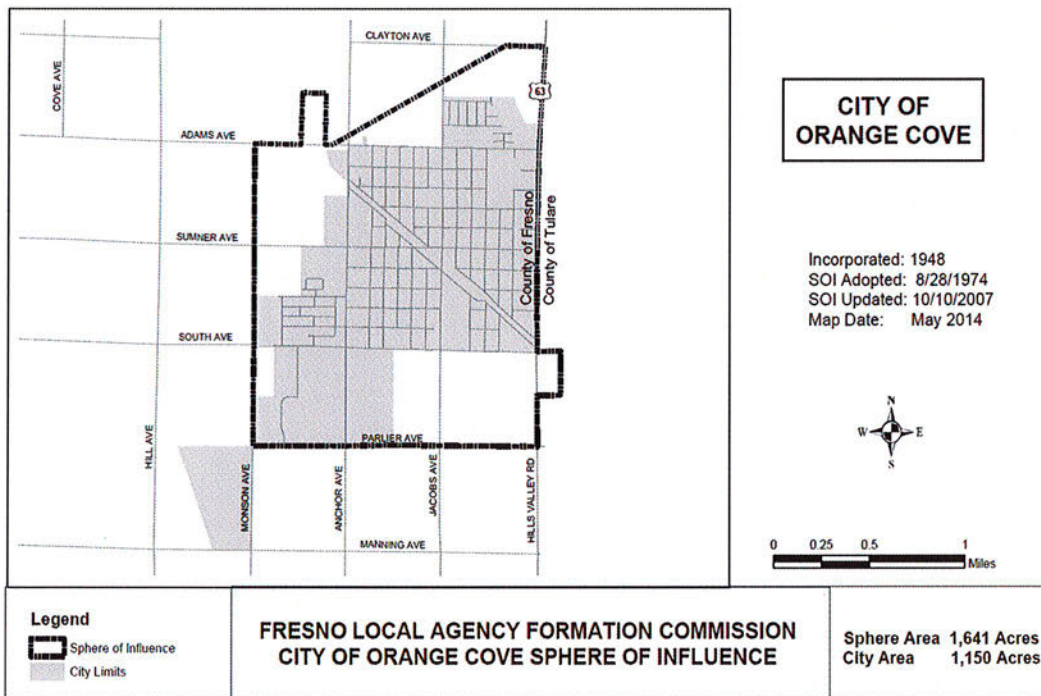


EXHIBIT 12

Parlier Sphere of Influence/ Transit Service Area Map

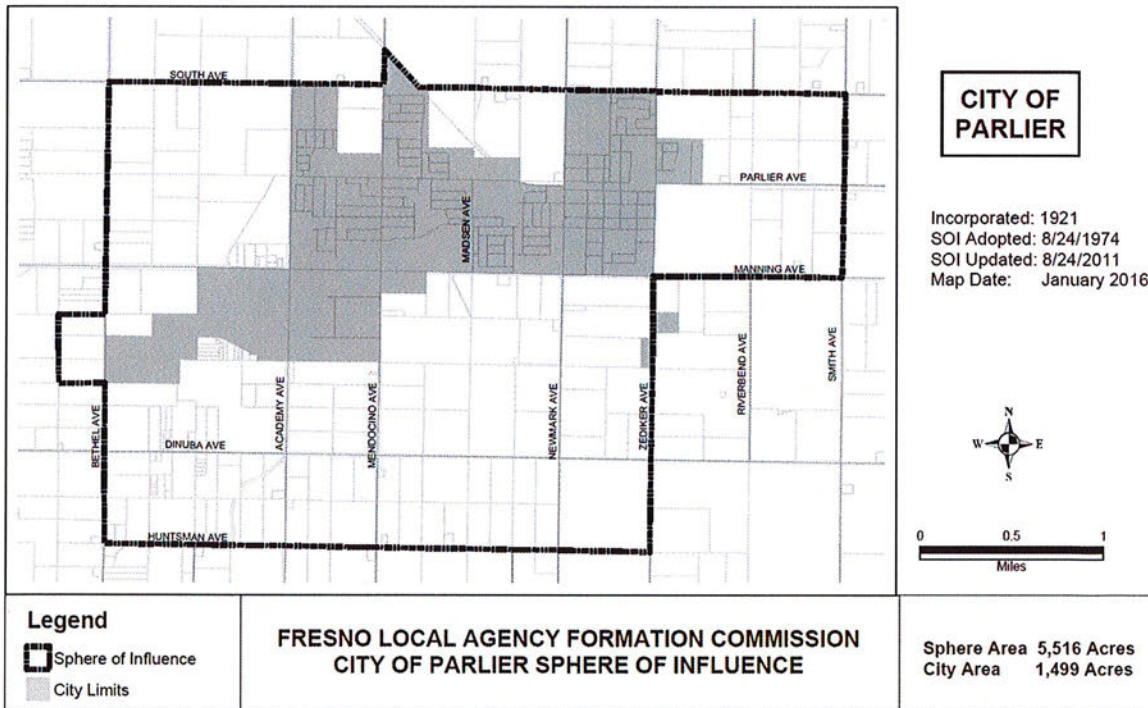


EXHIBIT 13

Rural Transit Service Area Map

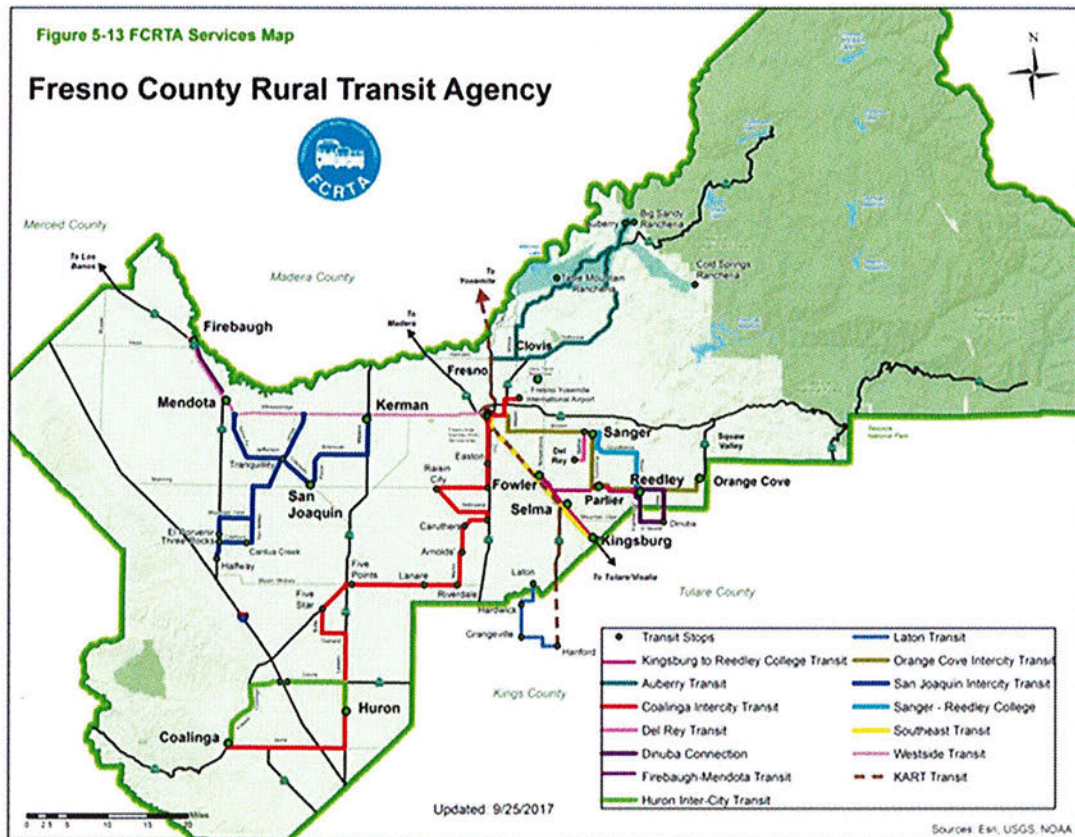


EXHIBIT 14

Sanger Sphere of Influence/ Transit Service Area Map

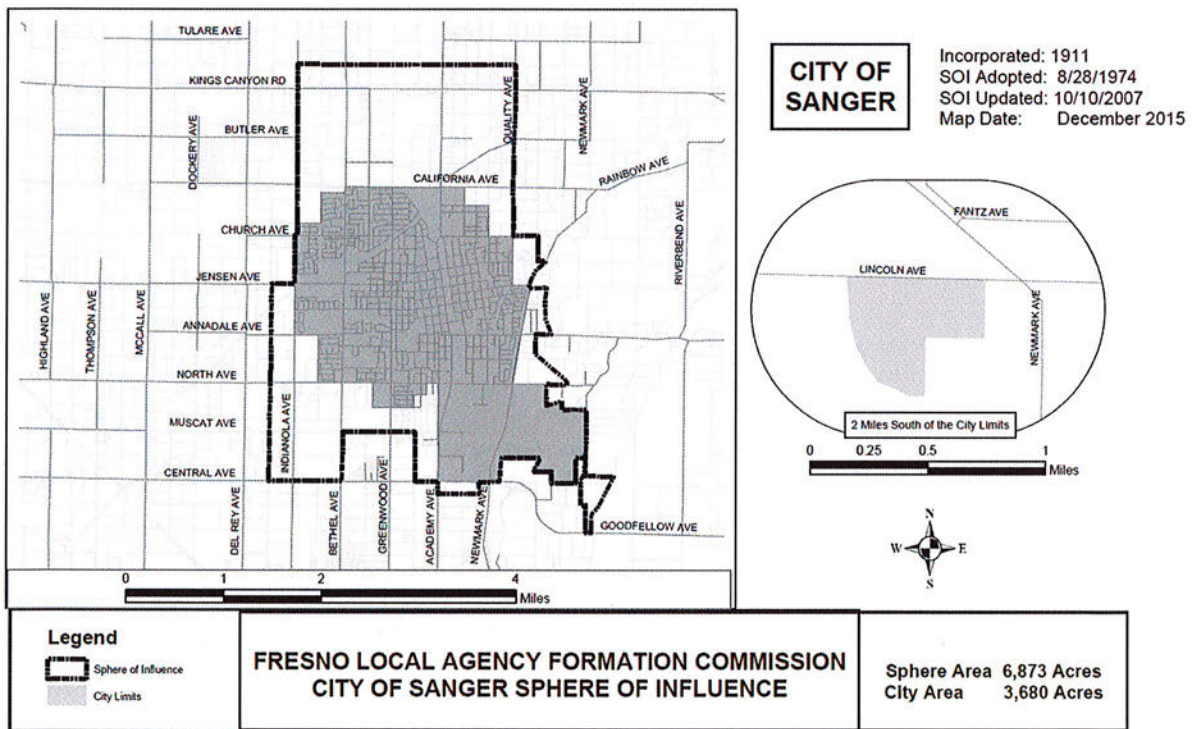


EXHIBIT 15

San Joaquin Sphere of Influence/ Transit Service Area Map

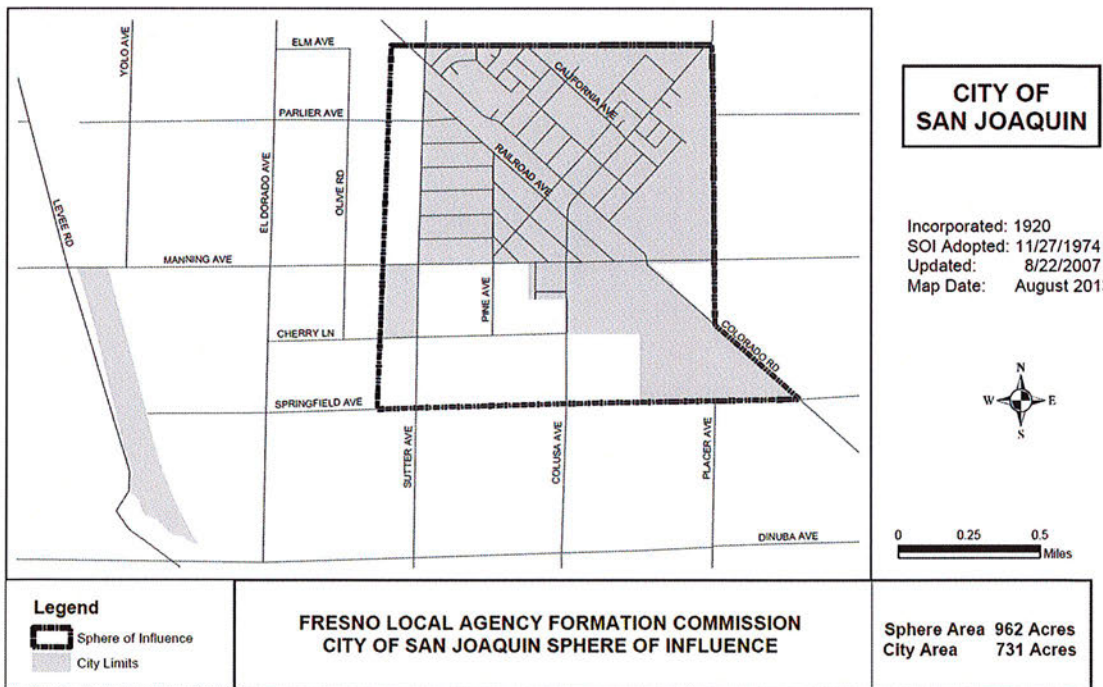


EXHIBIT 16

Selma Sphere of Influence/ Transit Service Area Map

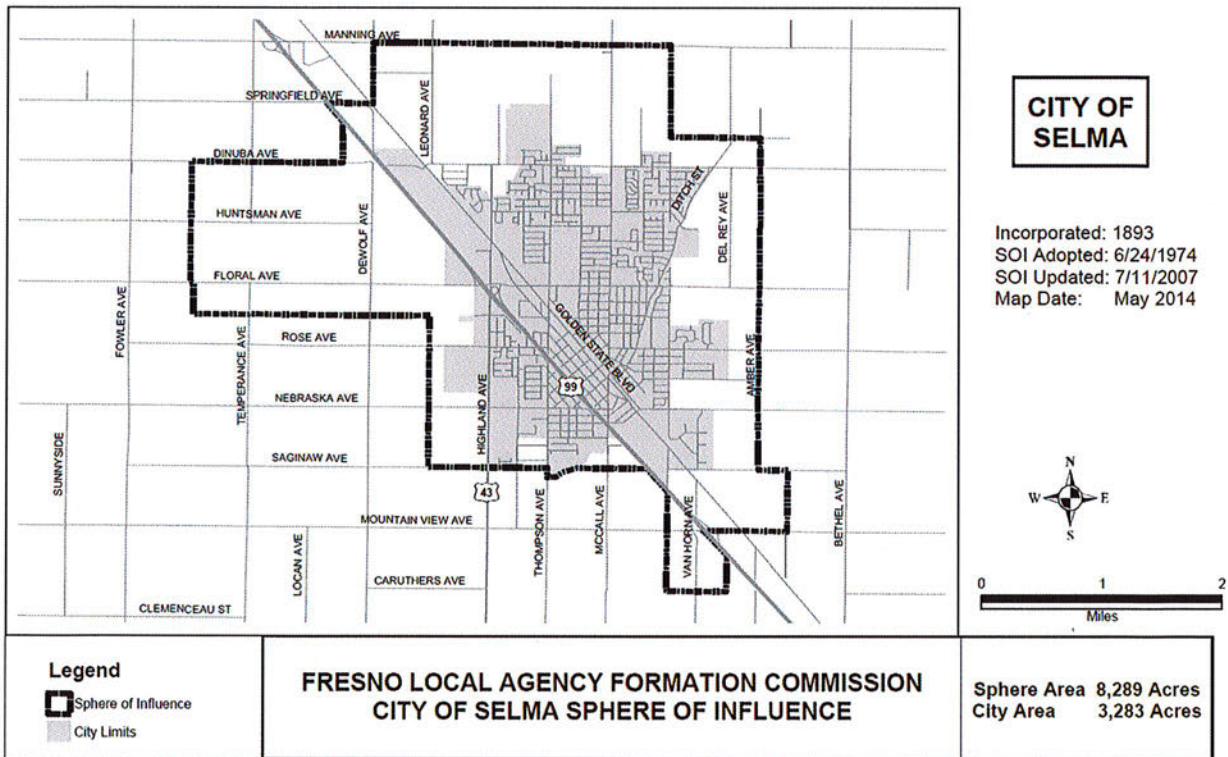


EXHIBIT 17

Shuttle Transit Service Area Map

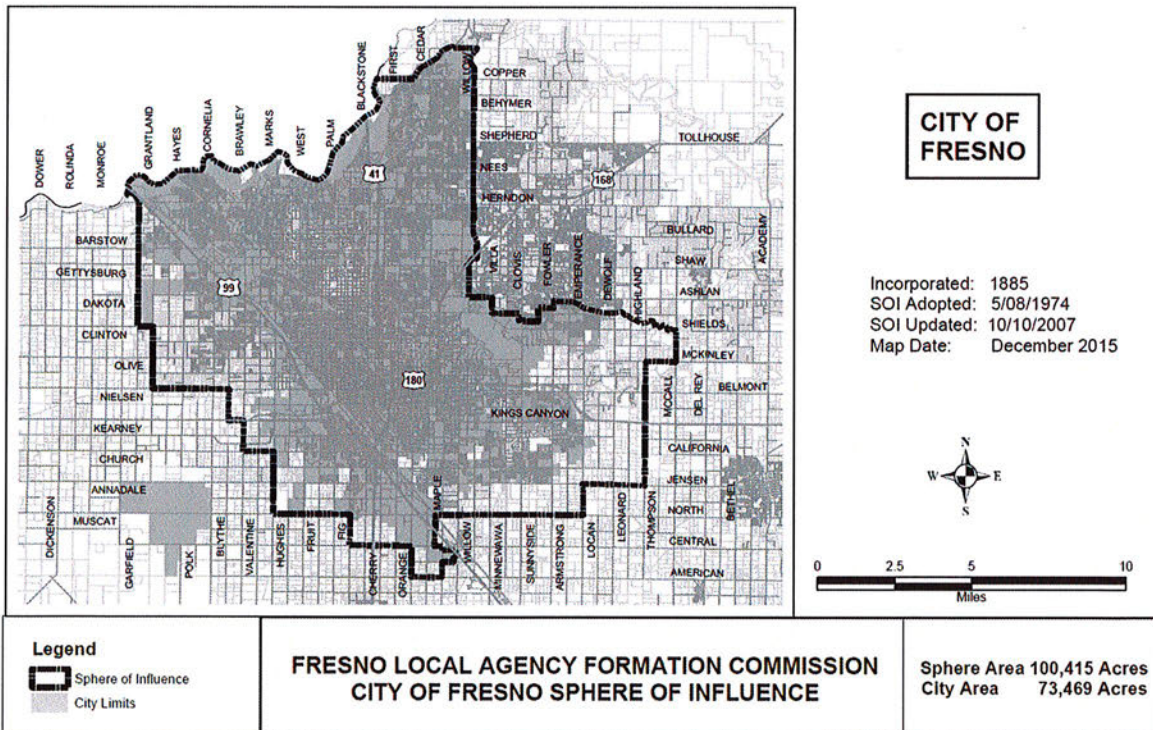


EXHIBIT 18

Southeast Transit Service Area Map

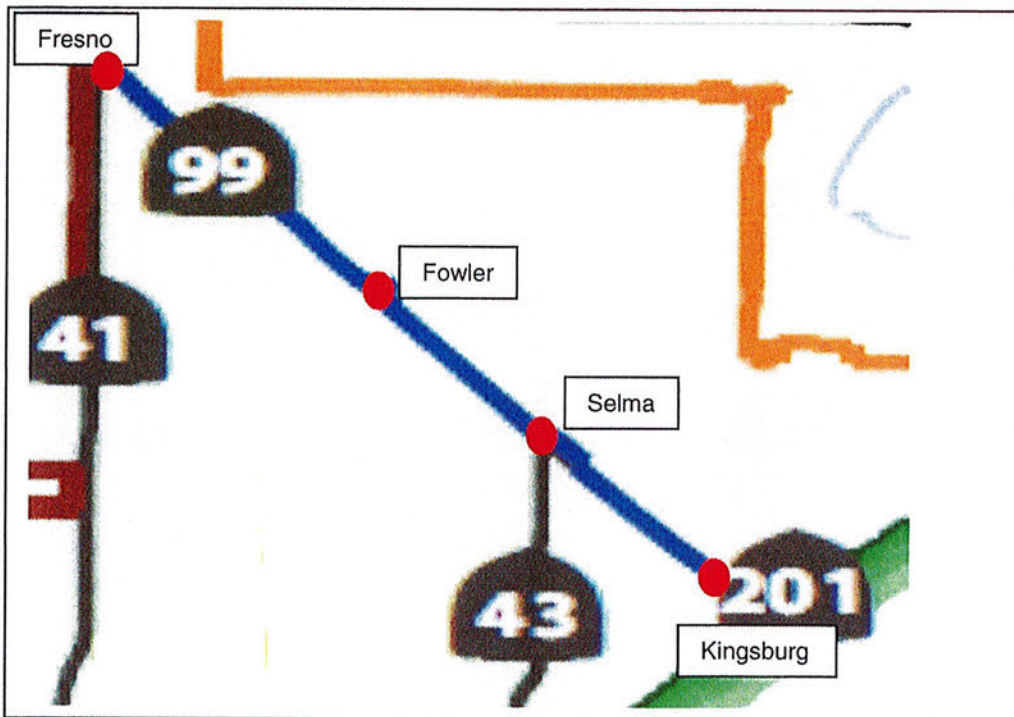


EXHIBIT 19

Westside Transit Service Area Map

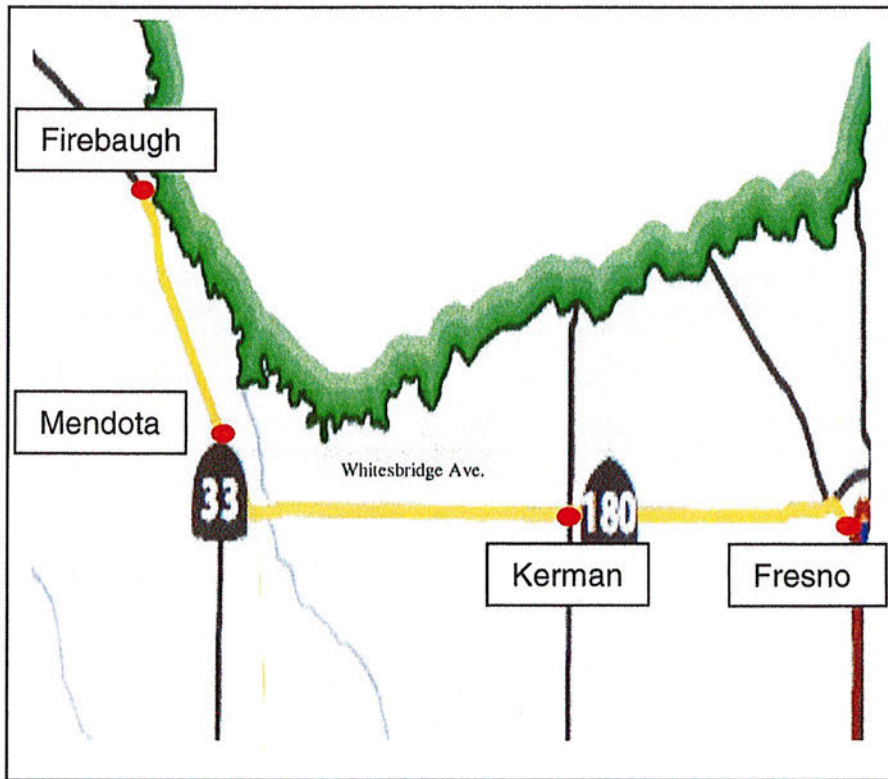


EXHIBIT 20

Orange Cove Intercity Transit Service Area Map

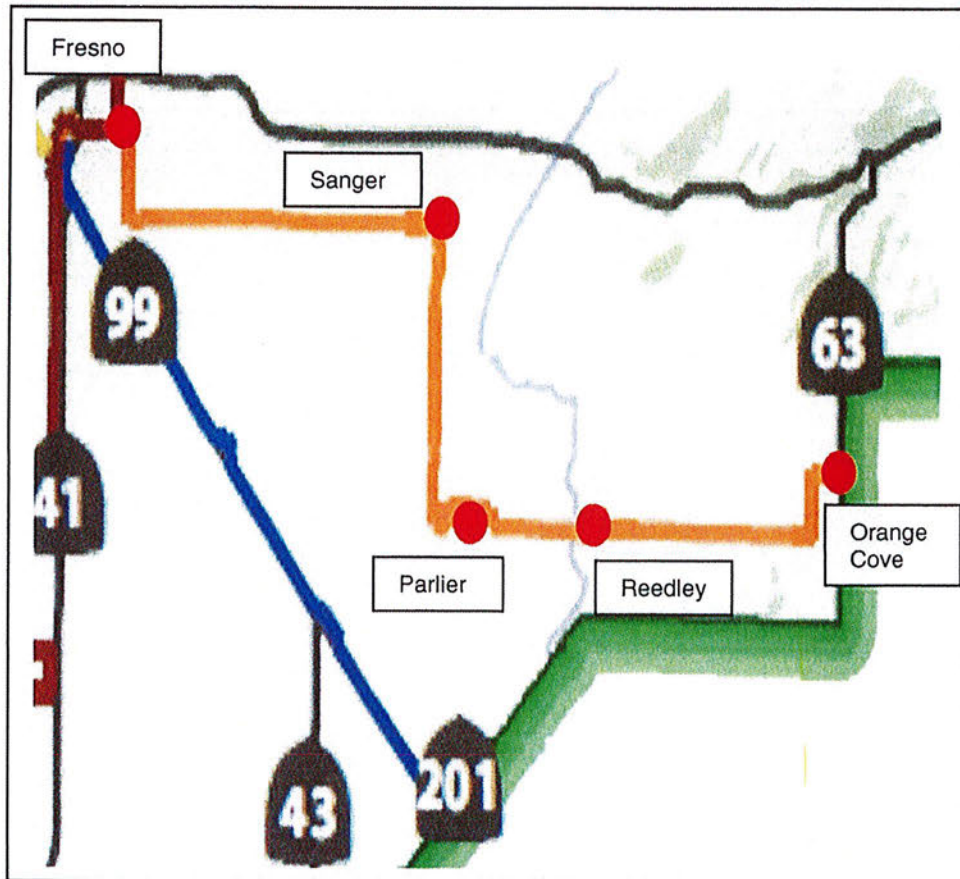


EXHIBIT 21

Kingsburg Reedley College Transit Service Area Map

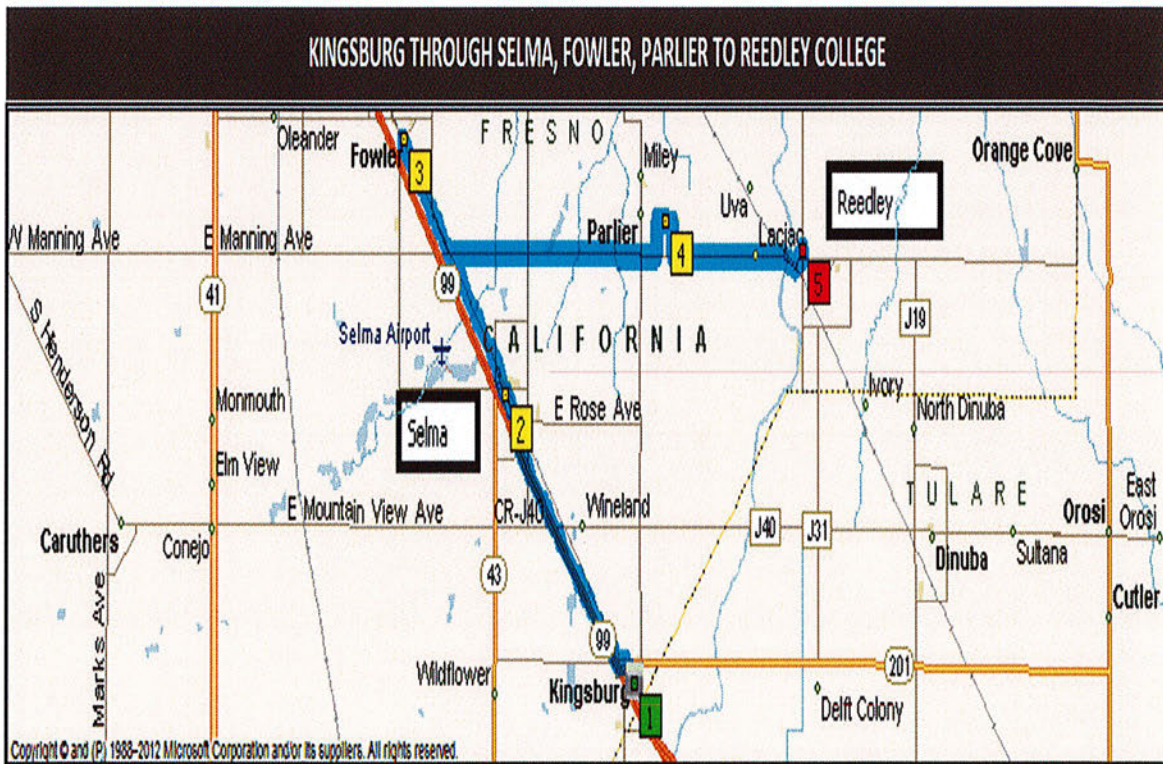


EXHIBIT 22

Holiday Schedule
(Subject to updates by any City)

Fresno County Rural Transit (FCRTA) Holiday Schedule 7/4/18 through 5/27/19

	Tuesday Independence Day 7/4/2018	Monday Labor Day 9/3/2018	Monday Columbus B'Day 10/8/2018	Friday Veteran's Day 11/11/2018	Thursday Thanksgiving Day 11/22/2018	Friday Thanksgiving Day After Friday 11/23/2018	Tuesday Christ. Day 12/25/2018	Tuesday New Years Day 1/1/2019	Monday M.L. King Day 1/21/2019	Tuesday Lincolns B'Day 2/12/2019	Monday Presidents Day 2/18/2018	Monday Cesar Chavez 4/1/2018	Monday Memorial Day 5/27/2018
AUBERRY	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
DEL REY	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
FIREBAUGH	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
FOWLER	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
HURON	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
HURON INTER	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
INTER-CONNECTION	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
KINGSBURG	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
KINGSBURG TO REEDLEY COLLEGE	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
MENDOTA	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
MENDOTA/FB	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
ORANGE COVE In	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
ORANGE COVE Inter	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
PARLIER	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
SANGER/REEDLEY	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
SAN JOAQUIN	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
SANGER	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
SELMA	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
SOUTHEAST	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
WESTSIDE	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
WHC TO FIREBAUGH	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF
RURAL TRANSIT	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	WORK	OFF	OFF	OFF

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

FRESNO COUNTY RURAL TRANSIT AGENCY

By Moses Stites
MOSES STITES, General Manager

MV TRANSPORTATION

By Erin Niewinski
Erin Niewinski, Co-Interim CFO

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

By Kyle R. Roberson
KYLE R. ROBERSON, Deputy County Counsel



Request for Proposals for Contracted Services
RFP # 2025-01, January 23, 2025
Fresno Rural Transit Agency (FCRTA)

F. **APPENDIX F**
Collective Bargaining Agreement

AGREEMENT

BY AND BETWEEN

MV TRANSPORTATION, INC.

FCRTA

FRESNO, CA

AND

AMALGAMATED TRANSIT UNION

LOCAL 1027, AFL-CIO, CLC

September 1, 2024 – August 31, 2029

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1-Recognition	3
ARTICLE 2-Scope of Agreement	4
ARTICLE 3-Seniority	4
ARTICLE 4-ATU Representation	6
ARTICLE 5-Customer Rights and Contingencies	8
ARTICLE 6-Management	8
ARTICLE 7-Non-Discrimination	10
ARTICLE 8-No Strike or Lockouts	11
ARTICLE 9-Drug and Alcohol Testing	11
ARTICLE 10-Grievance Procedure	11
ARTICLE 11-Hours of Work	13
ARTICLE 12-Leave of Absence	14
ARTICLE 13-Discipline	15
ARTICLE 14-Shift and Route Bidding	22
ARTICLE 15-General Conditions	23
ARTICLE 16-Wages	25
ARTICLE 17-Paid Holidays	25
ARTICLE 18-Vacation	26
ARTICLE 19-Health/Dental/Vision Insurance	27
ARTICLE 20-Other Benefits	29
ARTICLE 21-Union Security	30
ARTICLE 22-Dues Checkoff	31
ARTICLE 23-Term of Agreement	33

AGREEMENT

This Agreement is entered into between MV Transportation Inc. (hereafter "Company") and the Amalgamated Transit Union, Local 1027 (hereinafter "ATU"), has as its purpose: The establishment of wages, hours of work, and other terms and conditions of employment. In the event ATU or the Company becomes aware of a practice, procedure, or activity which is not in compliance with this Agreement, then notwithstanding such practice, procedure, or activity, the parties shall immediately comply with the applicable provision of the agreement, rule, regulation, or statute.

ARTICLE 1 - RECOGNITION

Section 1.1 - Recognition of the ATU:

The Company recognizes ATU as the exclusive representative of "employees" as defined in Section 1.2 of this Article for purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all such employees.

Section 1.2 - Definition of Employees:

Whenever used in this Agreement, the term "employee(s)" shall mean: INCLUDED: All full-time and regular part-time transportation employees and administrative employees (drivers, dispatchers, road supervisors, mail runners and administrative assistants) employed by the Employer at or out of its Fresno County Rural Transit Agency ("FCRTA") Selma, California facility, who perform work under the Employer's contract(s) with THE FCRTA. EXCLUDED: All professional and confidential employees, Dispatch Supervisors, Driver Development and Safety Supervisors(dds), Maintenance Supervisors, mechanics, guards, and supervisors as defined in the Act.

Section 1.3 – Definition of Probationary Employee:

An employee who has never accrued seniority under this Agreement or predecessor agreements between the Company and ATU, or an employee rehired after termination of seniority shall be on "probationary" status for one hundred and twenty (120) calendar days from the date of hire. The discipline or discharge of an employee who is in a probationary status shall not be in violation of this Agreement.

Section 1.4 - Job Classes:

The classification of jobs as described in Section 1.2 of this Agreement are defined as follows:

- a) A regular full-time employee is defined as an employee regularly scheduled to work thirty-five (35) hours or more in a workweek.
- b) A regular part-time employee is defined as an employee regularly scheduled to work less than thirty-five (35) hours in a work week. From time to time, part-time employees may be required to work more than thirty-five (35) hours in a workweek to meet unusually high service demands or other unusual situations.
- c) When a full-time vacancy occurs, as determined by the Company, it shall first be offered to a part-time employee in seniority order before non-employee applicants are considered. Employees may elect to remain part-time if they so desire.

The Company's intent is to provide full-time driver positions, understanding that the parties will meet and confer on the route structure in the event part-time workforce exceeds 30%.

ARTICLE 2 - SCOPE OF AGREEMENT

Section 2.1 - Separability:

Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Articles, Sections, or portions of this Agreement, which are not affected by such decision.

Section 2.2 - Waiver of Bargaining Rights and Amendments to Agreement:

During the negotiations resulting in this Agreement, the Company and ATU each had the unlimited right and opportunity to make demands and proposals with respect to any matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the ATU to bargain collectively, and ATU expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specially referred to in this Agreement; (b) such matters were discussed between the Company and ATU during negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or ATU at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking and agreement of the Company and ATU, after exercise of the right and opportunity referred to in first sentence of this Section 2.3, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and ATU. No employee shall be permitted to waive any of the benefits of this collective bargaining agreement. No waiver or consent to employment under conditions other than as specified in this agreement may be asserted by any party, unless there is a signed written supplement to this agreement, executed by a duly authorized official of ATU and the Company in advance of any deviation from the terms contained herein. No Company representative or official of ATU has authority to orally modify any of the terms contained in this agreement. Stewards and Executive Board members are not vested with authority to consent to or approve of any deviation from the terms of this agreement.

ARTICLE 3 - SENIORITY

Section 3.1 - Seniority Defined:

An employee's seniority shall be from the last date of hire in the employee's job classification. Seniority shall mean the length of time an employee has been employed as a employee by the Company or date of hire from the predecessor employer, measured in calendar days from the first day of the employee's most recent date of hire, for the purpose of selecting work, but not limited to, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding runs, assignments, or time off as provided for in this Agreement. If application of the

preceding sentences results in two or more employees having the same seniority, the employee's seniority position will be determined by lot. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Article 1 (RECOGNITION) of this Agreement, at which time the employee shall possess seniority as defined in this Section. Seniority shall be applicable only as expressly provided in this Agreement.

Section 3.2 - Layoff:

- A) Determination of Layoffs. The Company will determine the timing of layoffs and the number of employees to be laid off.
- B) Layoffs. When a reduction in the workforce becomes necessary, as determined by the Company, such layoffs shall be made in reverse order of seniority in each job classification.

Section 3.3 - Recall:

- A) Order of Recall. The employee with the most seniority in each job classification will be the first one called from layoff.
- B) Notice of Recall. The Company will forward notice of recall by registered mail, return Receipt requested, to the last known address of the employee as reflected in the Company records. The employee must, within five (5) days (excluding weekend days) of delivery or attempted delivery of the notice on the date specified for recall, and thereafter, return to work on such date.

Section 3.4 - Termination of Seniority:

An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- A) Resignation by the employee or termination by the Company, unless reinstated pursuant to the grievance procedure.
- B) Failure to give notice of intent to return to work after recall within the time period specific in Section 3.3(B) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- C) Except for layoff, time lapse of twelve (12) months, since the last day of actual work for the Company, regardless of reason, unless otherwise provided for by law.
- D) Failure to return to work upon expiration of an approved leave of absence.
- E) Layoff for a period of eighteen (18) months or for a period equal to the employee's seniority, whichever is less.
- F) Absence for three (3) consecutive days without notifying the Company.
- G) Misuse of leave as subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave.

Section 3.5 - Seniority List:

The Company shall provide ATU with a current Seniority List by the end of the first week of the month consisting of the employee's name, address, date of hire, full time, or status, and any retired

or terminated employees, job classification change, changes in full time status. Social Security Numbers will be provided with all new hire notifications along with all other information listed above. Such a list shall be deemed accurate unless challenged by ATU or the employee within ten (10) days upon receipt.

Section 3.6 - Return of Personnel to the Bargaining Unit:

A person who transfers out of the bargaining unit for a period of six (6) months or less and remains in continuous employment of the Company, may transfer back to his designated job classification in the bargaining unit, which he vacated. If the person has withdrawn from the bargaining unit or paid no union dues during his original transfer, then the employee shall be subject to paying all past union dues and assessments. If the return of the employee to the bargaining unit requires the layoff of an employee, the employee with the least seniority will be laid off.

Section 3.7 - Transfer or Promotions:

If an employee transfers or is promoted out of the bargaining unit for more than six (6) months and chooses to return to a position in the bargaining unit, the employee will lose all seniority rights in the bargaining unit.

Section 3.8 Job Classification Transfers:

Employees transferring to a different job classification in the bargaining unit shall be compensated at the appropriate hourly rate determined by total seniority time in the bargaining unit, but for purposes of bidding shall be considered a new hire.

ARTICLE 4

ATU REPRESENTATION

Section 4.1 - ATU Shop Steward:

- A) **Recognition of Shop Stewards:** From among the employees employed in the Bargaining Unit, ATU may designate, and the Company will recognize not more than (2) shop stewards to serve as ATU's agent in the representation of employees of the Bargaining Unit.
- B) **Compensation of Shop Steward While Engaged in ATU Activity:** Except as specially provided in this Section 4.1 (b), the shop steward shall not be compensated by the Company for his/her duties as the shop steward and shall perform such duties during times when he/she is not scheduled to work for the Company. Where the company has requested or the company has initiated an action, requiring the services of a shop steward, the steward shall be compensated for such time.
- C) **Access to Personnel/Medical Files:** The Company will allow the ATU officials to review the Employee's personnel, and or, medical records, if done so in the facility office. A Written and verbal release from the employee must be provided to the General

Manager, or designee, prior to Union review of any employee's personnel files. The files will be provided to the Union as soon as practicable once the employee's release has been received as stated in this section. Medical records will not be released absent a specific release of medical records signed by the employee.

Section 4.2 -- Distribution of Union Literature:

Bulletin Boards: The Company will provide ATU with a bulletin board. Said bulletin board will be located in such a manner that all employees can easily see its contents. This shall be used by ATU for posting official notices, meetings, and all other matters pertinent to ATU. All notices and communications will be on ATU letterhead. ATU agrees that the bulletin board will only be used for official business and will not be used for personal notices or any other material not pertinent to official ATU business. ATU also agrees that no inflammatory or derogatory materials regarding the Company will be posted on the bulletin board. The ATU business agent or other duly appointed ATU Local 1027, officer shall have reasonable access, during regular Company office hours, to maintain the bulletin board.

Section 4.3 - ATU Business Leave:

An employee designated by ATU to serve as an officer or employee of ATU shall be granted leave without pay for the duration of such office. During the period of such leave, the employee shall continue to accrue seniority as defined in Article 3 (SENIORITY) of this Agreement.

All ATU representatives shall be allowed to continue to accrue vacation hours if ATU duties result in less than seventy (70) hours worked per pay period, as well as any other benefits that are designated by working a seventy (70) hour pay period. The ATU will notify the Company at least forty-eight (48) hours in advance of a request to remove them from their regular scheduled shift. All ATU representatives shall be exempt from the paid holiday requirements if they are needed to perform ATU duties specifically related to a Company initiated event at MV Division 582 during their regularly scheduled shifts for the day before, the day of, or the day after a paid holiday.

Section 4.4-Union Release Time:

The Company shall release from duty without pay any ATU representative to conduct Union business. With these requests, ATU recognizes the needs of the operation.

Section 4.5 - ATU Visitation:

Upon giving reasonable notice to the Company, the Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union agent will confine any conversations with employees to non-work time (which includes layover and break time) and his activities will not in any manner interfere with the performance of work by the employee.

ARTICLE 5 - CUSTOMER RIGHTS AND CONTINGENCIES

Section 5.1 - Termination of Transportation Service Contract:

If the transportation services contract between the Company and its service customer, FCRTA, terminates for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement may continue to resolve disputes pending at the time of termination up to and including arbitration. If the transportation service contract to one customer is terminated, then rights and obligations of this Agreement associated with work done will be continued by the new contractor, except for the pending dispute resolution as described in the previous sentence. If the service customer awards the services now provided by the Company to another transportation provider, the Company will notify ATU of the time, address, and representation of such other transportation provider, if known.

Section 5.2 - Rights of Customers:

Nothing in this Agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by the Company to its services customer nor the rights and privileges of such customer under the transportation services contract referenced in Section 5.1 of this Article.

ARTICLE 6 - MANAGEMENT RIGHTS

Section 6.1 - Retention of Managerial Prerogatives:

Consistent with its obligation under the National Labor Relations Act, the Company retains the sole and exclusive right to exercise all the authority, rights and/or functions of management and expressly retains the complete and exclusive authority, right and power to manage its operations and to direct its employee except as the terms of this Agreement specifically limit said authority, right and powers. Consistent with the same obligations of the National Labor Relations Act, the Company also reserves the right to revise, withdraw, supplement, promulgate, and implement policies during the term of the agreement as it deems appropriate, provided that such actions do not conflict with the express provisions of the agreement. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to the following:

- a) To reprimand, suspend, discharge, or otherwise discipline employees for cause and to Determine the number of employees to be employed.
- b) To hire employees, determine their qualifications and assign and direct their work' to promote, demote, transfer, layoff, recall to work, and retire employees.
- c) To set the standards of productivity, the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; and set the starting and quitting time and number of hours and shifts to be worked.

- d) To close or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the Customer.
- e) To introduce new and improved technology, research, service, and maintenance methods, materials, equipment; to determine the price at which the Company contracts its services; to determine the methods of financing its operations and services; and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- f) To issue, amend, and revise policies, rules, regulations, and practices including rules of conduct or standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or non-existence of facts which are basis of management decision; and to carry out the lawful directives of the customers to whom the 10 Company contracts its services. The Company will provide written notification to ATU of any changes.

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise the same other way not in conflict with the express provisions of this Agreement.

Section 6.2 - Bargaining Unit Work:

It is the understanding of the parties that bargaining unit work shall normally be performed by bargaining unit personnel within the classification in which the work is normally assigned. However, bargaining unit personnel may be cross utilized when manning requirements and operational needs dictate, as determined by management. Additionally, non-bargaining unit employees may be assigned to perform bargaining unit work during urgent demand or emergency situations as needed when no other bargaining unit employees are readily available to perform the work. A bargaining unit employee shall take over work assigned to non-bargaining unit employees during urgent demand or emergency situations as soon as they become available to take over that work. The Company shall not be required to pull an employee from another assignment in order to replace the non-bargaining unit employee. The Company will not assign a non-bargaining unit employee to perform bargaining unit work for the sole purpose of avoiding the payment of overtime.

Section 6.3 - Contractual Duties:

Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibility to the FCRTA, which includes, but is not limited to the assignment, dispatching and management of trips, passengers and service to other contractors who are under contract directly to the FCRTA.

Section 6.4 - Work Rules:

The Company, after conferring with ATU, may issue information which sets forth rules, regulations and policies that do not conflict with the provisions of this Agreement. At least ten (10) days prior to the implementation of any new revised rule, regulation or policy, the Company will provide ATU a copy of such revision. This section shall not be construed as a waiver of ATU's statutory rights regarding said revisions except that the union acknowledges the Company's right to establish reasonable safety rules as it deems necessary. Should the union raise an objection, it must do so in writing within the ten (10) days specified herein or else the union's objection is not valid.

ARTICLE 7 - NON-DISCRIMINATION

Section 7.1 - Equal Opportunity:

The Company and ATU each agree that it will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms, conditions and privileges of employment nor will it limit, separate, or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individuals race, color, religion, sex, national origin, age, or disability. The parties agree that disputes under this Article shall be resolved through grievance and/or arbitration procedures.

Section 7.2 - Affirmative Action and Job Accommodation:

Nothing in this Agreement is intended nor shall be construed to prohibit or discourage compliance by any part with Federal, State, or local laws pertaining to discrimination, affirmative action, or job accommodation nor to prohibit the Company from complying with the lawful mandates or directions of its customers with respect to discrimination, affirmative action, or job accommodation. The Company may take any action required or proper under such laws, mandates, or directions, with or without notice to ATU, and neither such action nor its effect may be deemed a violation of this Agreement.

Section 7.3 - Concerted Activities:

The Company and ATU each agree that it will not discriminate against any employee or applicant because of such individual's lawful activity for or support of ATU or because of the individual's other lawful concerted activity for the purpose of collective bargaining or other mutual aid and protection or because of the individual's decision to refrain from such activity.

Section 7.4 - Gender Terms:

Throughout this Agreement, the use of the gender pronouns and terms shall be construed to include both male and female.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

Section 8.1 - No Strikes or Lockouts:

During the term of this Agreement, or any extension thereof, (a) neither ATU nor its members will directly or indirectly cause, encourage, sanction, or participate in any strike, work stoppage, slowdown, or boycott against the Employer, and (b) there will be no lockouts by the Employer.

Section 8.2 - Discipline for Violations of Section 8.1:

The failure or refusal on the part of any employee to comply with the provisions of Section 8.1 of this Article shall be cause for immediate discipline, including discharge. The failure or refusal by an ATU officer, agent representative or steward to comply with the provisions of Section 8.1 of this Agreement constitutes leading and instigating a violation of said Section 8.1. It is specially agreed that the ATU officers, agents, representatives, and stewards, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 8.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

ARTICLE 9 - DRUG AND ALCOHOL TESTING

Section 9.1 – Regulation:

In acknowledgement of the nature of the Company's operations and the very special and overriding safety considerations, the Company has adopted the adopted the "MV Transportation Substance Abuse Policy". The policy is adhered to and expressly made part of this Agreement by hereto. A copy of this policy will be provided to the Union and each employee who will be responsible for acknowledging the receipt, reading, and understanding of such policy by signing a statement to that effect.

ARTICLE 10 - GRIEVANCE PROCEEDURE

Section 10.1 - Grievance Procedure:

A grievance is a claim that a specific provision of this agreement has been violated. All parties will make a sincere endeavor before a written grievance is filed to resolve differences between ATU or Employee and the Company in an informal meeting. If any disagreement between the parties arises over the application or interpretation of this agreement, the employees, the Union and the Company agree that the procedure outlined below shall be the exclusive remedy for such disputes.

Step 1 (Union Grievance): The aggrieved employee party or his/her Union Representative shall file a written statement of the grievance with the General Manager within fifteen (15) working days of the conclusion of the informal meeting. Such statement shall be in sufficient detail to identify the nature of the grievance, the name of the aggrieved employee, the specific section of the agreement allegedly violated and the date and place where the grievance occurred. The aggrieved employee or his/her Union Representative must sign this statement. Within ten (10) working days after the written statement has been filed, the aggrieved employee and/or his/her

Union Representative shall be accorded a hearing with the General Manager or designee. The General Manager or designee conducting the hearing shall render a written decision within ten (10) working days from the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee/ATU (for terminations) and to ATU Representative, emailed, mailed and/or faxed to the ATU office.

Step 2 (Union Grievance): If the matter is not resolved at Step 1, the Union representative shall within ten (10) working days of receipt of the Company's response, from Step 1, request a hearing with the Company's Labor Relations Director in writing. The hearing shall be held within twenty (20) working days of said request. The Company's Labor Relations Director or designee conducting the hearing shall render a decision within ten (10) working days from the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee (for terminations) and to Union Representative, emailed, mailed and/or faxed to the Union office.

Step 3 (Union Grievance): If the matter is not resolved at Step 2 the Union may request Arbitration within forty (40) calendar days from receipt of the Company's Labor Relations Director's written decision.

Section 10.2(a) Record Documents:

The Union and the Employee will be allowed to review and if requested given copies of all relevant papers and documents pertaining to charges against the Employee. Nothing in this section shall constitute a waiver of the union's right to certain information related to the representation of its members as stated in the National Labor Relations Act.

Section 10.2(b) Witnesses:

At any grievance hearing regarding suspensions or termination the Employee and the Union Representative will have the opportunity to question all witnesses that are employed by the Company and others that may be relevant to the discipline, that are willing to attend the hearing.

Section 10.3 - Arbitration:

If the matter is referred to arbitration, the following procedures shall apply:

- A) A list of seven (7) arbitrators shall be requested from the State Mediation and Conciliation Service. If a panelist obtained from the State Mediation and Conciliation Service, selection shall be made within fifteen (15) working days of receipt of said list. The Parties shall flip a coin to determine who will strike first and will then alternately strike names from the list until one (1) person is left who will become the arbitrator. If the arbitrator so selected is not available within ninety (90) calendar days, a second arbitrator shall be selected using the same method of selection, unless the Company and Union mutually agree to waive the ninety (90) day requirement.
- B) The arbitrator will not have the authority to amend, alter or change any provision in the agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator

on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, ATU and the Company.

- C) The arbitration expenses (i.e., Arbitrator, Hearing Room, and transcripts) shall be shared equally between both parties.
- D) All decisions and awards of the arbitrator will be considered final and binding.

Section 10.4 - Time Limits:

Failure of either party to comply with the time limits, as set forth above, will serve to declare the grievance settled in favor of the other party and no further grievance action can be taken.

Section 10.5 - Extension of Times:

Time limits in this article may be extended by mutual agreement in writing.

ARTICLE 11 - HOURS OF WORK

Section 11.1 - Purpose of Article:

The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages. Laws of the State and Federal government or terms agreed to shall govern the payment of wages.

Section 11.2 - Workweek:

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

Section 11.3 - Overtime Work:

Overtime Pay: Overtime will be paid for all hours worked over 40 hours in a weekly period. Overtime pay shall be paid at 1-1/2 the regular rate of pay.

Section 11.4- Driver Meal and Rest Periods:

All dispatch employees will be provided with meal periods in accordance with California Industrial Welfare Commission Wage Order Number 9-2001. The Company will provide a meal period of at least thirty (30) minutes for drivers who work a shift of at least five (5) hours a day. The Company will only provide meal periods in accordance with this Section if the employee has not also been assigned to a split shift where the split is at least thirty (30) minutes.

The Company will provide off-duty meal periods to drivers that are entitled to meal periods as described in the above paragraph. A meal period shall be considered an off-duty meal period whenever the driver is relieved of all duty and allowed to take at least a thirty (30) minutes uninterrupted meal period. Off-duty meal periods shall be taken as close to the middle of the scheduled shift as practicable, but the meal period be provided at least one hour prior to the end of an employee's shift.

The Company shall designate the employee's daily meal period on the bid packets, schedules and manifests distributed to the employees. For fixed route service the scheduled meal period shall remain as scheduled unless any minor adjustment due to traffic or any other circumstances beyond the control of the Company or the employee. For paratransit services, a reasonable adjustment can be made based on the need of the service or on time performance. MV shall provide a monthly report to the Union, which shall include documentation of when operators took meal periods (and how long each meal period lasted) during the preceding month.

If the Company fails to provide a meal period to an employee as described in this section, the employee or the Union must initiate a grievance under Article 10 within ten (10) days after the date of pay for the pay period in question or upon notification to the Union/employee that the pay request has been formally denied. Answers to pay request for a missed meal period shall be approved or denied within five (5) working days.

Any and all disputes regarding the application of meal periods shall be subject to the grievance procedure, with the following limitations: all unresolved meal period grievances shall be combined and heard via arbitration, pursuant to Article 10 of this agreement.

If an arbitration regarding meal periods is scheduled, all other pending meal period grievances shall be combined and heard at that arbitration. If the arbitrator finds meal period violations, the affected employee(s) shall be entitled to any applicable non-monetary equitable remedies as well as economic compensation of sixty (60) minutes of pay at the employee's regular rate of pay for each day that the meal period violation occurred.

ARTICLE 12 - LEAVES OF ABSENCE

Section 12.1 - Personal Leave:

Personal leave may be granted for a minimum period of two weeks, to a maximum of 8 weeks every calendar year at the Company's discretion, upon receipt of a written request from the employee stating the reason for the requested leave. The Company may, at its sole discretion, extend the time limit if the employee requests such an extension in writing stating the reason why the extension is necessary.

Request for leave of absence shall be made as far in advance as possible. Seniority shall accumulate during leave of absence; however, unless otherwise stated in this Agreement, time spent on leave of absence shall be without pay, or the employee may use any available vacation balances at the employee's discretion.

Section 12.2 - Disability Leave:

After all State and Federal leaves are exhausted, an employee may request leaves of absence because of health and/or medical condition the leave may be granted for periods up to thirty (30) days, with thirty (30) day extensions, up to a maximum of twelve (12) months. To obtain such disability leave of absence, an employee shall present: (1) a written request for such leave; and (2) a written statement from the employee's doctor indicating the need for such leave; and doctor's recommendation as to when the employee may be able to return to work. The employee's actual

return to work, however, will be contingent upon an assessment by the Company (in conjunction with the employee's medical doctor and/or the Company's medical doctor, any consulting or treating specialists, or therapists, ATU and the employee) that, after considering the nature and scope of the employee's duties, the employee is able to return to work and perform the essential functions of his job, with or without reasonable accommodation and in a manner which will not directly threaten the health, safety or welfare of the employee, passengers or the public. In the event the Company's Medical Doctor determines that the employee is not able to return to work, the reasons for such determination shall be provided by the Company's Doctor, in writing to the employee. Any employee protesting removal from service because of an order from the Company's physician may have his/her case reviewed by a physician jointly selected by the Company and ATU and that physician's decision will be final. The cost of the third opinion would be split between the employee and Company. If an employee is found fit for duty, there will in no way be any back pay awarded.

Section 12.3 - Military Leave:

The Company will comply with the provision of the Veterans Re-Employment Rights Act.

Section 12.4 - Civic Leave:

An employee who is required to report for jury duty or who is subpoenaed to testify at a hearing in which the employee is not a party shall be granted leaves for such service. If the employee reports for service and is excused there from, he shall immediately contact the Project Manager and stand ready to report to work, if requested.

Section 12.5 - Family Leave:

The Company shall comply with State and Federal Leave Laws.

ARTICLE 13 - DISCIPLINE

Section 13.1 - Company Rights:

The Company shall have the right to change any policies, rules and regulations governing employees without renegotiation of this Agreement. Should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the Agreement between the Company and its customers client, the Company shall provide written notification to the Union of required changes seventy-two (72) hours before implementation. The Company shall further have the absolute right to carry out all directions of its customers notwithstanding any provision of this Agreement to the contrary. The Company will provide written notification to the ATU of any changes.

Section 13.2 – Use of Video and Other Media for Disciplinary Purposes:

The Company may utilize electronic media evidence in the investigation of any incident and may be utilized as a basis for employee disciplinary action. Such shall be in order to help ensure the safety of the driver and passengers, and compliance with all federal, state, and local driving rules and regulations by both the driver and the motoring and pedestrian public. The Company will not initiate the review of electronic media solely for the purpose of looking for employee misconduct.

If the date and time of the incident are reported and the incident is found on the media at that date and time, the media may be reviewed thirty (30) minutes on each side of the time specified. If the date and time of the incident is not reported or not reported accurately, the Company may review the media in a manner intended to locate the incident. Once the incident is located, the media may be reviewed thirty (30) minutes before and after the time of the incident. Evidence used for imposing disciplinary action shall be limited to the incident(s) triggering the review and within that time window, except in the case of serious infractions (as defined in Article 13.4), illegal, or criminal conduct.

Section 13.3 - Disciplinary Procedures:

A General Manager, Operations Manager, or Regional Vice-President, or his designee will perform all disciplinary processes. The Manager to whom the individual is requested to report, shall meet with the employee and, if requested by the employee, the employee's union representative prior to reaching a decision to impose disciplinary action. If the Company proceeds with the disciplinary process, the Company shall provide written notice to the employee. Such notice shall state the nature of the offence with which the employee is being charged. Upon the employee's receipt of such notice, the employee may request a review of the charges with the General Manager to be held within a 3-day period of receipt of such notice. The charged employee shall attend all meetings, which may result in disciplinary action. An ATU Representative may also attend the meetings, if so requested by the employee. Nothing in this Article 13 shall prevent ATU from appealing a decision of the respective General Manager to the Labor Relations Director prior to a possible grievance being filed.

Safety Investigation Leave: Upon an initial assessment of preventability by the General Manager or his/her designee, any employee involved in a major incident will be placed on administrative leave while the incident is being investigated to determine root causes and preventability for a period not to exceed 10 calendar days. Administrative leave is unpaid unless the incident is determined to be non-preventable. However, an employee may use unused vacation time during a safety investigation leave. Employees may perform other non-safety sensitive functions if available and/or appropriate until final determination is made.

Section 13.4 - Progressive Discipline:

Any violation of posted and/or written company rules, policies, and/or procedures shall result in disciplinary action. With the exception of a violation of the serious infractions, as listed in Section 13.4, attendance policy as listed in Section 13.5 and 13.6, the Safety Policy and Discipline as listed in Section 13.6, or the Company's Drive-Cam policy, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the company against the employee who violates any rule, policy, or procedure.

- **First Violation:** Verbal warning with counseling by Project Manager.
- **Second Violation:** Written warning notice.
- **Third Violation:** Suspension up to, but not exceeding, one (1) day. Lesser discipline may be imposed at the sole discretion of the Company.

- **Fourth Violation:** Dismissal from employment with Company may be lesser discipline at the sole discretion of the Company.

Violations of the progressive discipline track above shall be removed for purpose of discipline twelve (12) months after the date of occurrence.

Section 13.5 - Serious Infraction:

The following violations of Company policies and rules are considered serious infractions and may be just cause for the immediate discharge of an employee, although the Company may impose, at its sole discretion, a lesser penalty:

1. Falsifying company records or making false statements on application for employment or other Company forms.
2. Reporting for work while under the influence of alcohol or drugs.
3. Use or possession of any alcoholic beverage or drugs on Company premises or vehicles.
4. Refusal to take an alcohol or drug test when requested by the Company.
5. Theft of Company property or customer property or property of another employee.
6. Physical violence, or fighting, on Company premises or vehicles.
7. Possession of firearms, weapons, explosives, and similar devices on Company premises or vehicles.
8. Unwanted touching, physical contact, or indecent/sexual conduct, resulting in a conviction, or a substantiated written complaint with Company employees, passengers, or members of the public. This includes sexual or other forms of harassment directed at the passengers, fellow employees, the client or any third party.
9. Insubordination, including refusal or failure to perform assigned work.
10. Threatening, intimidating, coercing, or abusing fellow employees or passengers.
11. Altering the time record of another employee, having someone else alter another employee's time record, or alteration of a timecard.
12. Gross negligence, deliberate destruction, defacing, damage, or loss of any Company property or property of another employee.

13. Operating a Company vehicle without a valid driver's license and all other certificates required by Federal, State or Local law or regulation to operate the vehicle, provided that in the event of temporary loss of the required license or certification, the employee shall be first entitled to thirty (30) days or less unpaid leave of absence to correct said loss of a valid driver's license or other certificates required to operate the vehicles. An additional fifteen (15) days of unpaid leave will be granted if requested by the employee in writing. Failure to have the license or certificates after the thirty (30) or forty-five (45) day leave, whichever is applicable, shall be cause for termination.
14. Negligence resulting in a serious accident, incident, or failure to follow established safety guidelines related to passenger safety.
15. Any time the terms of this agreement that specify discharge have been met.
16. Operating a company or customer vehicle that rear-ends another motor vehicle, whether moving or not. The immediate discharge shall not apply if such rear-end accident was caused by another party striking the employee's vehicle, provided the employee did not violate any traffic law as documented by the police or other accident report taken at the scene of the accident. If there is less than \$700.00 total damage and no injuries, then the accident will be treated as an Unsafe Act under Article 13.9 Safety Policy and Discipline.
17. Conviction of Local, State or Federal Laws, regulations that would disqualify anyone from employment under MV Transportation's hiring criteria. Moving violations, which are governed by the MV Safety Point System, are exempted. Employees are required to report said conviction within twenty-four (24) hours.
18. Deliberately damaging or abusing property
19. Carelessness or horseplay resulting in property damage in excess of \$5,000 or personal injury.
20. Violation of confidentiality and proprietary information policy.
21. Sexual or any other forms of harassment prohibited by Company policies.
22. Violations of the MV Safety Policy, Attendance Policy or Substance Abuse and Policy Violations of the following regarding Company vehicles and/or equipment:
 - Operating without a valid license appropriate for that vehicle, equipment, or service.
 - Driving on a suspended license.

- Driving a commercial vehicle without a valid medical card
 - Transporting school children without proper school bus certification as required by applicable law.
 - Un-insurability as a vehicle operator, where applicable.
 - Negligent use of a Company owned or provided vehicle or equipment.
 - Unauthorized use of a Company owned or provided vehicle or equipment including transporting unauthorized passengers.
 - Use of a personal cell phone while operating a Company vehicle.
23. Inappropriate, unprofessional, or disorderly verbal or physical conduct directed towards coworkers, passengers, clients or any third party while acting as a representative of the Company.
24. Entering a passenger's home while in service or in Company uniform without a legitimate business purpose
25. Use of Company property or Company garages for personal vehicle repair unless authorized by the Regional Vice President.
26. Failing to pass initial, ongoing, or changed qualification standards when those changes standards are modified by bargaining or changes required by the client or mandated by local, State, Federal laws, or a regulatory agency.
27. Dishonesty, theft, or improper handling of company assets or cash

Section 13.6 - Attendance Policy:

Excused Absence

- 1) Any employee who has properly filled out and received written approval in advance from a Company manager for time off will be considered an excused absence. Excused absences do not count against the employee's attendance record. Approved jury duty, military leaves, union leaves, and family leaves are also considered excused absences.
- 2) An unexcused absence is defined as anytime an employee misses work for one or more consecutive days without prior written approval or without utilizing approved earned time off.
- 3) Excused absences do not count against the employee's attendance record. Approved jury duty, military leave, union leave, and any Leaves of Absences mandated by Law are considered excused absences. Any employee who has received written approval in advance from the Company for time off will be considered excused from work.

- 4) Unexcused absences up to 3 consecutive days are counted as one occurrence, provided proper notice is given. After day 3, each day of absence is counted as an occurrence unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. Absences exceeding ten (10) days may be considered for a leave of absence.
- 5) The first twenty-four (24) hours of sick leave in any given anniversary year shall not result in an attendance occurrence as long as it is used in accordance with California Labor Code 246.

Unexcused absences

- 6) Employees who will be absent are required to notify their supervisor or dispatch at least one (1) hour prior to the starting time of their work shift.
 - a. Employees giving this proper notice will receive one occurrence point. Employees will be provided with an updated phone list to make this contact.
 - b. An (unexcused) absence that has not been properly notified shall result in one and one-half (1 ½) occurrence points.
 - i. Failure to call more than one hour after the start of a scheduled shift for a scheduled shift (No Call/No Show) is counted as four (4) occurrence points. An employee who is a No Call/No Show for three (3) consecutive scheduled working days will be considered abandoned and voluntarily quits his/her job unless the employee can show a justifiable excuse to the Company.
- 7) Failure to complete an entire shift due to illness or emergency, once the employee reports to work (and the employee returns to work the following day), shall receive attendance points as follows unless excused by a physician, the employee provides verification of an emergency, or uses their sick leave:
 - a. If the employee misses less than half their shift, he/she will be assessed one half (1/2) point.
 - b. If the employee misses more than half their shift, he/she will be assessed one (1) point.
- 8) Missing a required paid meeting shall count as one (1) attendance point unless employee is on approved leave or has a verifiable emergency,
- 9) Attendance points shall remain on an employee's record for a rolling twelve (12) month period. The rolling twelve (12) month is counted back from the most recent incident of absence. Absences more than twelve (12) months old are not counted.
 - At Six (6) attendance points, a written warning shall occur.
 - At nine (9) attendance points, a final written warning shall occur.
 - At ten (10) attendance points in a floating 1-year period shall bring automatic termination. Upon mutual agreement, the parties may agree to discipline of less than termination upon accumulation of ten (10) points.

- 10) If an employee goes “point free” for a consecutive six (6) month period, their attendance record will be wiped clean and any prior points will not be considered as a basis for disciplinary action.
- 11) There will be no pyramiding of discipline.
- 12) For the purposes of this Article, an emergency shall be defined as follows: Any unforeseeable situation or circumstance where an employee could not reasonably be expected to communicate with the Company concerning absence or tardy/miss-out notification in a timely manner. Examples of said situations would include being medically incapacitated, being involved in traffic or other type of accident or having a family member involved in one of the prior situations. By definition, and “Emergency” under the contract would be verifiable, with the understanding that the Company and the employees will exercise a standard of reasonableness when applying the standard to a given situation.
- 13) The Company shall recognize and adhere to all provisions of applicable federal, state, or local protected leave laws.

Section 13.7 - Job Abandonment:

An employee who is a No Call/No Show fails to report or call in for three (3) consecutive scheduled working days will be considered as abandoned and voluntarily quit his/her job and will be discharged unless the employee can show justifiable excuse to his/her employer.

Section 13.8 - Safety Policy and Discipline:

Because our clients rely upon MV Transportation for qualified, well trained, and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of MV Transportation that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the MV Employee Handbook, including the Safety Point System, are the agreed upon safety policies in effect for this Agreement.

Section 13.9 - Union Notification

The Union shall receive a copy of any charges filed against any employee and any Adverse entry made on an employee’s record, and a copy of any decision of any disciplinary hearing. Upon request of the Union shall be furnished non-confidential and pertinent information relative to a discipline and discharge hearing from the personnel records of the employees represented by the Union.

ARTICLE 14 - SHIFT AND ROUTE BIDDING

Section 14.1 - Work Assignment Bidding:

Work assignments for bargaining unit work shall be subject to bid in accordance with this article. Work assignments shall be bid twice per year during the month of July and January (unless mutually agreed upon by both Parties). Additional bids may take place as the Company deems operationally necessary. In the case of a change in substantial ridership habits or workforce reduction, the Company is allowed to conduct another bid shift, however, it must provide the Union with ten (10) calendar days advance notice of the upcoming bid. The Company shall post notification of the bid in the facility at least five (5) calendar days prior to the date of the bid. The posting shall include the available assignments and the regular days off.

Employees shall be allowed to bid for available work assignments in order of seniority provided the employee is, at the time of the bid, fully trained, qualified, and licensed to perform all the work involved for the assignment he/she is bidding. Any employee who is on a leave of absence or light duty shall not be eligible to bid unless the employee has a release to return to full duty within ninety (90) calendar days after the bid and presented on or before the day of their scheduled bid time. In order to bid, an employee must, prior to 1700 hours (5 PM) on the announced bid day, submit to local management a signed and dated bid preference sheet. Each employee shall be given up to a fifteen (15) minute window during the live bid process upon notification of their turn. Any work assignment remaining unassigned following the application of the procedures provided herein shall be offered by the Company in seniority order to any employee not yet awarded a work assignment. Thereafter, any remaining work assignments may be assigned by the Company in reverse seniority order.

Section 14.2 - Changes in Shifts:

The Company shall have the right to adjust bids on an as-needed basis without rebidding. The intent of this section is to accommodate customers and their needs. If an employee's bid fluctuates an average of five (5) hours over three payroll periods, then that employee can exercise an option to treat their bid as a "Mark Down" and follow the vacancy language.

Section 14.3 - Vacancies in Fulltime Shifts

In the event a regular fulltime employee elects to vacate his fulltime position or the position becomes available through the termination of seniority, or in the event an additional fulltime shift is created by the Company, the Company shall do the following: The Company shall fill the vacancy by scheduling a "Mark Down". A "Mark Down" shall be defined as a process in which the General Manager designee makes a correction or modification of a past sign up by allowing only those employees with lower seniority than the employee whose shift is to be filled, to bid according to their seniority on the open shift, or any open shift that becomes available as a result of this "Mark Down" process.

Section 14.4 - Company Notification to Employees:

The Company agrees to post and notify employees of any known or anticipated Company job openings or promotional opportunities within a timely manner.

Section 14.5 - Travel to Other Locations:

Employees who are required to drive their personal vehicle to a location other than their home on duty location will be compensated the actual mileage difference at the IRS reimbursement rate if the distance is greater than the regular commute to their home on duty location. Their home on duty location will be put into the bid for reference.

ARTICLE 15 - GENERAL CONDITIONS

Section - 15.1 Payday:

All paychecks will be distributed by 12:00 p.m. or earlier, if possible, every other Friday and will cover all monies due through the Friday of the prior pay period.

Employee timesheets are available for review for accuracy on Monday at or before 12:00 pm prior to payday. Any errors should be brought to the Company's attention to get corrected before payroll is distributed. All efforts should be made to submit corrections prior to the next payday. The Company shall provide employees with an accounting of accrued sick days, floating holidays, and vacation monthly if requested by the employee.

In the event an employee receives a check for less than what they believe to be the proper amount, they must bring it to the company's attention immediately. The following shall occur:

- 1) If the error is an employee error, then the adjustment will be on the next scheduled payroll run.
- 2) If the error is caused by the company and the error is \$100.00 (\$100) dollars or more, the company will produce an adjustment check as soon as possible but no longer than within 72 hours (excluding weekends), if requested by the employee. If less than one hundred (\$100) dollars the adjustment check will be on the next scheduled payroll run, if requested by the employee. This process may not be necessary if an employee is on direct deposit or has elected the Company debit card program.

Section 15.2 - Company Meetings:

The Company may require, with five (5) days' notice, safety meetings and other informational meetings from time to time. Employees shall attend such meetings as required by the Company unless the employees were not given five (5) days' notice. The Company will offer two (2) mandatory meeting sessions per month. The employee may be excused by the General Manager for occurrences such as, but not limited to, sick leave, verifiable emergency, and vacations. All employees will be compensated at the applicable rate of pay for those meetings. Only one safety meeting per month is mandatory for the purposes of this section.

Section 15.3 - Citations:

No employee shall be required to violate traffic laws. Employees are required to pay for the cost of citations received.

Section 15.4 - Physicals and Drug Screens:

In the event an employee is required to take a physical examination to re-new his/her medical certificate/driver’s license, the Company will pay the cost of the procedure(s). In the event the Company requires an employee to take a fit-for-duty physical examination or drug screen for 29 reasons other than those described above, the Company will pay for the time spent by the employee obtaining such physical or drug screen as well as travel time to and from the applicable appointment.

Section 15.5 - Extra Contract Agreements:

The Company will not enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.

Section 15.6 - Accident Review Committee (ARC):

The Company will investigate and evaluate accidents. The Company shall grade all accidents by employees as to being preventable or non-preventable as soon as possible after the accident occurs. No Discipline will be initiated, until the Company has ruled on the preventability or non-preventability of the accident.

Section 15.7 Air Conditioning:

A vehicle will not be utilized in service if the installed air-conditioning system is not functioning correctly when the actual outdoor temperature exceeds 80 degrees Fahrenheit, AND a replacement vehicle is readily available.

ARTICLE 16 - WAGES

Section 16.1 - Wage Rates:

Effective September 1, 2024, all employees covered under this CBA on the date of ratification will receive a \$2.00/hour wage increase. Effective September 1, 2025, employees covered under this CBA will follow the below wage scales:

Drivers / Dispatchers					
Seniority	9/1/2024	9/1/2025	9/1/2026	9/1/2027	9/1/2028
Start	\$ 19.69	\$ 25.00	\$ 26.00	\$ 27.04	\$ 28.12
1 Year	\$ 20.15	\$ 25.20	\$ 26.21	\$ 27.26	\$ 28.35
2 Years	\$ 20.47	\$ 25.43	\$ 26.45	\$ 27.51	\$ 28.61
3 Years	\$ 20.99	\$ 25.71	\$ 26.74	\$ 27.81	\$ 28.92
4 Years	\$ 21.77	\$ 26.47	\$ 27.53	\$ 28.63	\$ 29.78
5+ Years	\$ 22.54	\$ 28.87	\$ 30.02	\$ 31.23	\$ 32.47

Road Supervisors				
9/1/2024	9/1/2025	9/1/2026	9/1/2027	9/1/2028
\$ 22.27	\$ 29.87	\$ 31.02	\$ 32.23	\$ 33.47

Dispatchers
9/1/2024
\$ 20.21
Clerks
9/1/2024
\$ 21.44

- NOTE 1:** Employees will receive two (2) wage increase each year, one on September 1st of each calendar year and the other one as they move down the seniority wage table on the first pay period after their anniversary date (until they reach top tier rate of pay).
- NOTE 2:** The rates of pay provided above simply represent minimums and MV reserves the right to increase the rates of pay.
- NOTE 3:** MV may, at its option, elect to credit some or all of an employee’s prior service or experience for the purpose of establishing a higher placement on the progression schedule.
- NOTE 4:** The Company shall have the right to propose a new wage scale, provided that no currently employed members shall suffer a loss in hourly wage rate and that a new hire is hired at a wage rate above any current member in that classification. Any new wage scale proposed the Company is required to meet and confer with the Union over any proposed changes of the wage scale and is subject to approval by the Union.
- NOTE 5:** Effective September 1, 2025, the Payroll and Administrative Clerk position will follow the drivers/dispatchers wage scale but earn \$.50/hour above the scale.
- NOTE 6:** Class C drivers will follow the drivers/dispatchers wage scale but earn \$.50/hour below the scale.

ARTICLE 17 - PAID HOLIDAYS

Section 17.1 - Holidays:

All full-time employees who have completed one year of service shall receive eight (8) hours pay for the following holidays every calendar year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day

Effective September 1, 2025, the above information is replaced with the following:

All full-time employees who have completed their probationary period shall receive eight (8) hours pay for the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Fourth of July/Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Black Friday (Day after Thanksgiving)
- Christmas Day

Section 17.2 - Holiday Pay:

Holiday pay shall be calculated at the employee's regular rate of pay and will be based upon the employee's regularly scheduled shift. If the holiday falls on the employee's normally scheduled day off, the employee will be paid eight (8) hours at the regular rate of pay. If an employee works on- a paid holiday, the employee will be paid his/her regular scheduled pay plus eight (8) hours at the regular rate of pay for the holiday pay. Holiday pay shall not be counted as hours worked for the purpose of computing overtime.

Section 17.3 - Eligibility:

In order to be eligible for holiday pay the employee must work his/her, scheduled day before and scheduled day after the holiday, and must also work on the holiday, if so scheduled.

Section 17.4 - Pay on Holiday Worked:

Pay for time worked on a holiday shall be at straight time hourly rate of pay for all hours worked.

ARTICLE 18 - VACATIONS

Section 18.1 -Eligibility:

All full-time employees shall be eligible to use accrued vacation days after one (1) year of continuous full-time employment, as further detailed in this Article.

Section 18.2 - Vacation Pay:

- Hire – 6-month anniversary: 0 Hours/Pay Period
- At 6-month anniversary: 1.54 Hours/Pay Period (40 hours/year)
- 3 Year anniversary: 3.08 Hours/Pay Period (80 hours/year)
- 6 Year anniversary: 4.62 Hours/Pay Period (120 hours/year)

Employees shall accrue hours per pay period for every pay period they work a minimum of 70 hours. Hours included to reach the 70 hours include regular work hours, paid vacation time, paid holiday time and other applicable paid leave.

Section 18.3 - Vacation Pay:

Vacation may not be taken prior to the anniversary date on which it is earned. Vacation pay shall be issued on the normal pay period and not taken in advance.

Section 18.4-Vacation Accrual:

Each employee may accrue up to a maximum of the equivalent of 18-months of accruals, outlined on the table above. Once an employee reaches the maximum accrual amount, no additional vacation will be accrued until vacation is used and the balance decreases below the cap. Employees will not receive retroactive credit for any period of time in which they did not accrue vacation because they had accrued the maximum amount.

Section 18.5 – Termination of Employment:

On termination of employment for any reason, employee will be paid all accrued but unused vacation.

Section 18.6 – Vacation Bidding:

A vacation calendar will be maintained at the Selma Yard where all represented employees may view it. Every year during the first pay period of June and the first pay period of December the total accrued vacation hours as of that time will be posted for review. Any employee with forty (40) hours or more vacation accrued at this time may bid in seniority order up to the maximum accrued vacation hours at the time of bidding. Vacation dates shall be bid in full weeks by week beginning dates.

Employees may schedule time off outside of the vacation bid process by first reviewing the vacation calendar and providing two (2) weeks advance notice (no more than four (4) weeks' advance notice) and will be awarded on a first come first serve basis. Nothing in this section shall prohibit management from approving paid time off with less notice assuming it does not interfere with the Employer's ability to provide service to the Client.

Section 18.7 – Vacation Cap:

The Company will permit no less than two (2) drivers pre-approved time off per day. Once approved, vacation or time off request cannot be rescinded by management. Management should provide a response within seventy-two (72) hours of the request notifying if it was approved or declined.

ARTICLE 19 - Health/Dental/Vision INSURANCE

Section 19.1- Designation of Benefits:

The Employer agrees to make available company provided Medical, Dental and Vision benefits for all qualified employees and their dependents.

Section 19.2 - Qualified Employee Defined:

Qualified employees shall be determined in accordance with the Affordable Health Care Act. Employees shall become eligible to participate in the company's Health and Welfare plans, as defined in this Article, in accordance the terms of the Affordable Care Act, and shall begin on the first day of the month following sixty (60) days of employment with the Company.

The Company contribution to Health Insurance (current called Aetna Buy-up 500) shall be as follows:

Aetna Buy Up PPO 500 Monthly Co. Contribution \$550.00 Employee Only \$1,080.00 Employee/Spouse \$1,080.00 Employee/Children \$1,080.00 Employee/Family.

Employees will have the option to participate in Dental, Vision, Life and Disability products at group rates at their own cost. All employee contributions must be made via payroll deductions, except in the case of Leave of Absence, when other arrangements may be made. The employee's coverage shall end as of the last day of the month in which he/she terminates from the company.

Effective January 1, 2025, the Company will offer the Open Choice PPO healthcare plan with a Company contribution of 88% of the total monthly premium rate for employee-only coverage. The Company will also contribute 70% of the total monthly premium rate for all other tiers (Employee +1 and Family plans).

Effective September 1, 2025, the Company will contribute 88% of the total monthly premium rate for employee-only coverage of the Company's "Buy up PPO 500" Plan. The Company will maintain the existing contribution rates for all other plans and levels of coverage of this plan.

Section 19.3 - Employee and Dependent Coverage:

Employee and Dependent coverage (if employee elects dependent coverage) shall begin on the first day of the month following sixty (60) Days of service with the Company. All benefits shall terminate on the last day of the month of termination, subject to employee's voluntary election to continue coverage at employee's cost (COBRA election). Last day of employment shall mean the last day on which the employee works any straight time hours for which employee is paid wages for such work.

Section 19.4 - Plan Changes:

The Company reserves the right to shop for less expensive health plans, and to change to a new plan provided that the new plan meets the guidelines and requirements as established by the Affordable Care Act. However, before any changes occur, the Company must meet with the Union to discuss any proposed changes. No changes shall occur during the middle of an insurance period and should only occur during open enrollment.

Section 19.5 – Benefit Continuation:

In order to continue benefit coverage under any protected FMLA leave, an employee shall contribute their monthly contribution subject to any applicable grace period. Once FMLA has been exhausted, an employee may continue their coverage in accordance with COBRA requirements.

ARTICLE 20 - OTHER BENEFITS

Section 20.1 - Physicals/Drug Screens:

The Company will pay the cost of required physicals at Company-approved facilities/doctors. Costs associated with any supplemental or referrals appointments as a result of an initial required physical shall be borne by the employee. For example, an employee would be responsible for any cost incurred if the initial physician requires a supplemental appointment for hearing loss or sleep apnea before approving the medical certification.

Section 20.2 – Uniforms:

The Company shall supply uniforms when required by the customer as such:

Drivers Uniforms: The Company shall supply drivers with uniforms. The company will supply: 5 shirts upon hire. The employee shall be responsible for uniform cleaning and care. Lost or missing uniforms shall be replaced at the expense of the driver. Driver uniforms will be replaced due to normal wear and tear, it being understood the uniforms being replaced must be returned to the Company.

Section 20.3 - 401(k) Plan:

Employees may contribute to the ATU 401(k) plan after thirty (30) calendar days of employment with the Company. The Company shall contribute \$.20 for every \$1 the employee contributes up to a maximum of 6% of the Employee's annual earnings.

Section 20.4 - Sick Pay:

The Company shall provide sick leave benefits in accordance with the California Sick Leave Act.

Section 20.5 - Safety Bonus:

All employees shall receive \$200.00 for each year with no unsafe acts or chargeable accidents. The safety bonus is payable on the next pay date after the employee's anniversary date of hire.

Section 20.6 - Shift Exchange:

Employees will be allowed to exchange shifts or runs. The exchange must be documented on a form, signed by both employees, and approved by Company management at least 48 hours before the exchange is to take place. The Company shall incur no additional liability due to such exchanges nor shall the Company assume any responsibility regarding "payback" of the exchange. The hours worked by the substitute employee will be excluded by the Company in the calculation of the hours for which the substitute employee would otherwise be entitled to overtime compensation under the Fair 36 Labor Standards Act. When one employee substitutes for another, each employee will be compensated as if they worked their normal scheduled run. Any employee who fails to operate a run or work a shift as a result of an exchange will not be permitted to engage in future exchanges for a period of one year.

Section 20.7 - Life Insurance:

The Employee may enroll in voluntary employee-paid coverage in increments of \$10,000. You may also elected employee-paid AD&D, spouse coverage, and child life insurance coverage.

Section 20.8 - Toilet Facilities:

The Company will keep a list of available known toilet facilities for all routes. This list shall be available up request, posted, and periodically updated on an as needed basis.

ARTICLE 21 - UNION SECURITY

Section 21.1 - Union Shop:

It shall be a condition of employment that the employees of the Company covered by this Agreement who are members of the ATU in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members of a union the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement become and remain members in good standing in ATU. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, by the thirtieth (30th) day following his/her date of hire, become and remain members in good standing in ATU.

Section 21.2 - Notification:

The Company will notify ATU, in writing, of all new employees hired at least seven (7) calendar days after the employee starts to work and shall notify ATU immediately in writing when any employee completes the probationary period as established herein. No less than monthly, the Company will furnish the Secretary-Treasurer of ATU with a list of all bargaining unit employees, along with the seniority date of hire, mailing address and telephone number as is currently in the employee's employment record. The Company will notify ATU immediately in writing of all employees leaving its employment. ATU agrees to furnish the Company with an up-to-date list of all its officers and stewards, and to immediately notify the Company of any and all changes thereto. The Company agrees to furnish ATU an up-to-date list of its local representatives and to immediately notify ATU of any and all changes thereto.

Section 21.3 - New Hires:

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

Section 21.4 - Enforcement:

In the event an employee due to his own negligence, fails to apply for or maintain his membership in ATU, ATU must give the Company notice of this fact and within five (5) days after receipt of 38 such notice, remove said employee from service and shall continue to withhold said employee from service until notified by ATU that the employee is a member in good standing with ATU.

Section 21.5 - Representation:

It is mutually agreed that all matters covered by this Agreement shall be transacted between the properly accredited officers, agents, or representatives of the Company and the duly elected or appointed officers of the ATU.

ARTICLE 22 - DUES CHECKOFF

Section 22.1 - Checkoff:

Upon receipt by the Company of a Checkoff authorization in the form set forth in Section 22.3 of this Article, dated and executed by an employee, the Company shall deduct, from the wages owed such employee for the first payroll period ending in each calendar month following receipt of such Checkoff authorization (until such Checkoff authorization is revoked by the employee in accordance with the terms thereof), ATU's membership dues deduct from an employee's wages only that amount of money which the Secretary-Treasurer of ATU has entitled to the Company, in writing, is the amount of dues properly established by ATU in accordance with applicable law and ATU's constitution and bylaws, and required of all employees as condition of acquiring or retaining membership in ATU. The Company shall each month on or before the thirtieth (30th) day of the month, provide ATU a written statement containing the names of the employees from whose pay, and in what amount, such deductions have been made and shall simultaneously therewith rebate the total amount of such monthly deductions to ATU.

Section 22.2 - Dues in Excess of Net Wages:

If on any payroll period in which the Company is obligated to make such deductions pursuant to Section 22.1 of this Article, the wages owed an employee after deductions mandated by any governmental body or to reimburse the Company for advances against wages no less than the amount of money which the employee has authorized the Company to collect pursuant to Section 22.1 of this Article, the Company shall make no deductions on the wages owed the employee for that payroll period and shall make no deductions, which would have been made from wages owed the employee from that payroll period, from wages owed the employee for any future payroll period.

Section 22.3 - Checkoff Authorization Form:

The Company shall not deduct any money from an employee's wages pursuant to Section 22.1 of this Article, unless the Checkoff authorization executed by the employee conforms exactly to the form set forth below:

CHECKOFF AUTHORIZATION

- A. **Authority to Deduct:** I hereby authorize MV Transportation, Inc. to deduct from wages owed to me for the first payroll period ending in each calendar month, and to forward to Amalgamated Transit Union Local 1027, the monthly membership dues uniformly required of all employees as a condition of acquiring or retaining membership in said Local 1027.

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

I voluntarily executed this Checkoff Authorization on _____, 2024

Section 22.4 - Indemnification of Company:

The union shall defend, indemnify, and save the Company harmless against any and all claims, demands, suits, grievances, or other liability that arise out of or by reasons of activity taken by the Company pursuant to Article 22.

ARTICLE 23 - TERM OF AGREEMENT

Section 23.1 -Effective Date:

This Agreement shall be in full force and effect from September 1, 2024, through midnight August 31, 2029.

As of the date of ratification, all established past practices shall cease with the ratification of this agreement and reverted to agreed upon contract language, or in accordance with existing MV Transportation policy.

Section 23.2 -Renewal:

It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section 23.1. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section 23.1 to allow for a settlement to be reached.

IN WITNESS THERE OF, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their hands.

FOR THE COMPANY:

MV TRANSPORTATION



DATE: September 9, 2024
Tommy Bossaller
Director of Labor Relations

FOR THE UNION:

ATU Local 1027



DATE:
Luis Montoya
Union President



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

G. APPENDIX G

Federal Clauses Addendum

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

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

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

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

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

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

A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or

liabilities to any party, including the CONTRACTOR or third-party contractor.

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and to the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.

C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR’S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency’s obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

D. Obligations on Behalf of the California Department of Transportation. The



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX G (continued)

CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.

- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

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

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the

CONTRACTOR to the extent the Federal Government deems appropriate.

- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n) (1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

Access to Records

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

Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX G (continued)

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

Accounting Records

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

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

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

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

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

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply

with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX G (continued)

employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set

fourth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of the CONTRACTOR’S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:
1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every sub agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any sub contractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.
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Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX G (continued)

6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

Incorporation of Federal Transit Administration (FTA)

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

7. ENERGY CONSERVATION

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

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to

ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub contractual work under this Contract.

9. PROMPT PAYMENT AND RETURN OF RETAINAGE

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



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX G (continued)

subcontractor's work related to this Agreement is satisfactorily completed.

10. INTELLIGENT TRANSPORTATION SYSTEMS (ITS) NATIONAL ARCHITECTURE

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

11. ADDITIONAL TERMINATION PROVISIONS

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding

Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Agency that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

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

12. DEBARMENT AND SUSPENSION

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX G (continued)

awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program,” implementing Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its “principals,” as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

13. BUY AMERICA

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j)

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

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

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

15. LOBBYING

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX G (continued)

lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, “New Restrictions on Lobbying.” 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR’S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

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

16. CLEAN AIR ACT

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17. FLY AMERICA

- A. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, “Cargo Preferences-U.S. Flag Vessels.”
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the “Fly America” Act and 49



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX G (continued)

U.S.C. Section 40118, “Use of United States of America Flag Carriers,” and 41 CFR Section 301-10.131 through 301-10.143.

- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, (“Fly America” Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

18. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

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

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

19. CHARTER SERVICE OPERATIONS

The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter

service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

20. SCHOOL BUS OPERATIONS

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



Request for Proposals for Contracted Services

RFP # 2025-01, January 23, 2025

Fresno Rural Transit Agency (FCRTA)

APPENDIX G (continued)

21. DRUG AND ALCOHOL TESTING

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

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

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

22. RECYCLED PRODUCTS

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

23. VENUE

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

24. ASSIGNMENT/TRANSFER

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

25. SUBCONTRACTING

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