



FAX **FRESNO AREA**
EXPRESS

REQUEST FOR PROPOSALS REQUIREMENTS CONTRACT FOR:

BUS TOWING SERVICES

RFP NO. 12600085

SCHEDULED BID OPENING:

TUESDAY, AUGUST 12, 2025



PROCUREMENT SPECIALIST: TAMRA TORRENCE



Purchasing@fresno.gov



(559) 621-1153

City of Fresno
Proposal Specifications

Table of Contents

I – INTRODUCTION.....	3
NOTICE INVITING PROPOSALS	4
INSTRUCTIONS TO PROPOSERS.....	6
II – PROPOSAL AND CONTRACT DOCUMENTS	11
CHECK LIST	12
BUSINESS LOCATION AND LICENSE	13
PROPOSER QUALIFICATION QUESTIONNAIRE	14
COST PROPOSAL	17
ADDITIVE / ALTERNATIVE COST – BUS RECOVERY SERVICES	18
SUBCONTRACTING	19
REFERENCES	20
STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION	21
DISADVANTAGED BUSINESS ENTERPRISES (DBE) BIDDERS LIST	22
DEBARMENT AND SUSPENSION CERTIFICATION.....	23
FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS CERTIFICATION	24
NONLOBBYING CERTIFICATION	25
LOBBY RESTRICTIONS	25
DISCLOSURE OF CONFLICT OF INTEREST	26
SIGNATURE PAGE	27
SAMPLE CERTIFICATION	28
SAMPLE SERVICE CONTRACT	29
III – GENERAL CONDITIONS	32
IV – SPECIAL CONDITIONS	38
V – INSURANCE REQUIREMENTS.....	44
IV – FEDERAL CONDITIONS.....	49
V – SCOPE OF WORK	59
RESPONSIBILITIES OF FAX	66

I – INTRODUCTION

NOTICE INVITING PROPOSALS

Electronic proposals will be received by the office of the Purchasing Manager of the City of Fresno, all in accordance with the Specifications for:

Request for Proposals Requirements Contract for Bus Towing Services

Request for Proposals No. 12600085

The City of Fresno Department of Transportation/FAX (hereinafter ("FAX")) is soliciting proposals from qualified contractors for Bus Towing Services. The Contract shall be in effect for two (2) years with three (3) one-year extensions from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in these Specifications.

The RFP forms, Instructions to Proposers, copies of plans and/or specifications may be obtained from the Office of the Purchasing Manager (phone 559 621-1332) via the City's web site: <http://www.fresno.gov>, "Business", "Doing Business", "Bid Opportunities".

Proposals must be submitted electronically via Planet Bids.

Proposals are to be submitted electronically using Planet Bids prior to the opening at 3 p.m. on Tuesday, August 12, 2025, at which time they will be publicly opened and recorded. Join the bid opening meeting at <https://fresno.zoomgov.com/j/1619517892> or call (669) 254-5252, meeting ID 161 951 7892.

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

A proposal conference will be held at **9:00 a.m. on July 18, 2025**. Join the meeting by going to <https://fresno.zoomgov.com/j/1611511032> or call 1-669-254-5252 Meeting ID: 161 151 1032. Prospective Proposers are encouraged to attend since City Staff will be present to answer any questions regarding the Specifications.

Services of an interpreter and additional accommodations can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Senior Procurement Specialist, Tamra Torrence, listed on the cover at 559-621-1153 or Purchasing@fresno.gov.

The awarded contract will be funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between the City of Fresno and the U.S. Department of Transportation.

Although there is no specific goal or requirement to use participation by Disadvantaged Business Enterprises (DBE) for this project, The City of Fresno highly encourages the participation of Disadvantaged Business Enterprises (DBE). The City of Fresno encourages

all prime Contractors to utilize qualified SBE (Small Business Enterprise) sub-Contractors on the City of Fresno projects and promotes the direct purchase of goods from qualified SBEs by utilizing SBE/DBE vendors when such vendors are available, and the price of the goods or services sought is reasonable.

The Contractor will be required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA). If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend the Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid the Contractor and time of performance will be equitably adjusted.

The City plans to award a contract to the two top scoring vendors. Awards will be made based on the evaluation criteria of the RFP as listed herein.

The City of Fresno reserves the right to reject any and all proposals at its sole discretion.

INSTRUCTIONS TO PROPOSERS

General

1. No proposal will be considered for award unless it is submitted on the proposal forms furnished by the Purchasing Manager, completely filled out, properly signed by the Proposer and filed electronically via Planet Bids on or before the date and time specified in the Notice Inviting Proposals. The time clock in the Purchasing Division will be the official clock for documenting the time of filing.
2. The City will award a Contract or reject any or all proposals within the time stated in the Specifications, and no proposal may be withdrawn within that period of time. Any award of a Contract exceeding \$100,000, shall be subject to the approval of the City Council.
3. The City reserves the right to reject any and all proposals.

Submittal of Proposal

4. Each Proposer shall carefully examine each and every term of this Request for Proposals; and each Proposer shall judge all the circumstances and conditions affecting its proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposals.
5. The Proposer shall comply with any and all federal, state, or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.
6. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.
7. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

Americans with Disabilities Act

8. Accessibility Requirements: Supplier warrants that it complies with California and federal disabilities laws and regulations; and the Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services. The City may require Proposer to comply with these accessibility requirements if they are awarded a contract.

Public Records

9. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall

only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may not be considered for award.

Selection Process and Evaluation Criteria

10. Proposal Evaluation

The City will establish a selection committee to score proposals based on the evaluation criteria stated herein, at City's sole discretion.

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

Proposers whose proposals include a failure to comply with or take exception to these Specifications may not be considered for award and dropped from the evaluation process.

The Selection Committee will evaluate the proposals on the following criteria (in order of relative importance):

a. Past Performance and Experience

Demonstrated experience and history in bus or heavy-duty vehicle towing services relevant to FAX's needs. Performance on contracts of similar size, scope, and complexity. Quality and relevance of references provided. Awards, recognition, or commendations received for past performance.

b. Price

Reasonableness and competitiveness of the total cost proposal.

c. Technical Approach and Advantageous Solutions

Approach to ensuring safe, and timely towing services. Quality assurance procedures and response time capabilities to meet FAX's needs. Also included is Proposer's methodology to response calls, and standard equipment used in operating procedures.

d. Record Keeping Procedures

Proposer demonstrates knowledge of accurate recordkeeping and maintains a proper reporting approach, including past documentation or current data-tracking systems such as online report access capability as well as data collection and presentation as it relates to client towing services.

11. The Selection Committee reserves the right to establish a competitive range and request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.

12. Any award shall be based on the criteria specified and made to the Proposer(s) whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project, in the City's sole discretion.
13. The City reserves the right to make the selection of a Proposer(s) based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

Time to Award

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

Contract Documents

15. The proposer shall submit the required contract documents in a form acceptable to the Purchasing Division 2101 G Street, Bldg. A, Fresno, CA 93706 within 15 calendar days (except in the event in the event federal funding is applicable to this Contract, then 10 working days) from the Notice of Award of proposal. Failure to provide said documents within the designated period shall be sufficient cause to award to the next proposer offering the next best value to the City.

Questions, Clarifications, and Concerns

16. The Specifications describing this project have been carefully prepared. Any questions or concerns relating to these Specifications shall be directed in writing to the Procurement Specialist of the Purchasing Division (see cover page) and may be submitted electronically by utilizing the Question and Answers field on Planet Bids.

Questions will be accepted only up to ten (10) working days prior to the proposal date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the Procurement Specialist of the Purchasing Division, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or designee.

Any questions concerning Disadvantaged Business Enterprise (DBE) issues shall be addressed to DBE Program staff at telephone No. (559) 621-1154 or email at DBE@fresno.gov.

Contacts with City Staff

17. Before an award is made, any contact with City staff, other than the Purchasing Manager or designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

Regulated Communications in City Procurement Process Ordinance

18. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate,

engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov> "Departments", "City Clerk," and "Fresno Municipal Code and City Charter." Or view the Fresno Municipal Code directly at:

https://library.municode.com/ca/fresno/codes/code_of_ordinances?nodeId=MUCOFR_CH4CIP_UCOSA_ART6RECOELOFPRPR

Notification of Staff Determination

19. Any award of a Contract exceeding \$100,000, shall be subject to the Staff Determination clause. Once the City has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on the City's website <http://www.fresno.gov>, "Departments", "General Services," "Purchasing Division," and "Anticipated Formal Bid Award." It is the sole responsibility of interested Proposers to seek this information.

Proposers will be given an opportunity to submit, in writing, within 5 days to the Purchasing Manager any concerns with the RFP process or Staff Determination. Such writing will be taken under consideration by the City Manager and may be acted upon within 5 days. If no action is taken within such 5 days, then there shall be no change in Staff Determination. The exercise of Proposer of its right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

Award of a Contract for less than \$100,000 is not subject to this Notification of Staff Determination provision.

Debarment

20. A Proposer may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Proposer may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the Ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

Outreach to Small Business Enterprises in Subcontracting

21. The City of Fresno hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability, and prices.

Addenda

22. The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. The signature page must be signed on all addenda.

II – PROPOSAL AND CONTRACT DOCUMENTS

Proposer's Name _____
(Submit with Proposal)

CHECK LIST

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

REQUIRED

- ☒ 1. **COVER LETTER**
- ☒ 2. **BUSINESS LICENSE INFORMATION**, page 13
- ☒ 3. **PROPOSER QUALIFICATION QUESTIONNAIRE**, page 14
- ☒ 4. **COST PROPOSAL**, page 17
- ☒ 5. **SUBCONTRACTING INFORMATION**, page 19
- ☒ 6. **REFERENCES**, page 20
- ☒ 7. **ACCEPTANCE OF INDEMNIFICATION & INSURANCE**, page 21
- ☒ 8. **DBE LISTING OF SUBCONTRACTORS**, page 22
- ☒ 9. **DEBARMENT AND SUSPENSION CERTIFICATION**, page 23
- ☒ 10. **TAX LIABILITY CERTIFICATION**, page 24
- ☒ 11. **NON-LOBBYING CERTIFICATION**, page 25
- ☒ 12. **DISCLOSURE OF CONFLICT OF INTEREST**, page 26
- ☒ 13. **SIGNATURE PAGE**, page 27
- ☐ 14. **SAMPLE CERTIFICATION**, page 28
- ☒ 15. **SAMPLE SERVICE CONTRACT**, page 29
- ☐ 16. **PRE-PROPOSAL CONFERENCE (See pg. 4 for details)**
- ☒ 17. **ADDENDA** - Signature page of all Addenda issued

Proposer's Name _____
(Submit with Proposal)

BUSINESS LOCATION AND LICENSE

BUSINESS LOCATION

- ☐ The undersigned Proposer does not maintain a place of business in the City of Fresno.
- ☐ The undersigned Proposer maintains a place of business in the City of Fresno at: _____, Fresno, CA

BUSINESS LICENSE

- ☐ The undersigned Proposer has a current City of Fresno Business License and the number is _____.

If the successful Proposer does not have a City of Fresno Business License, he/she shall obtain such a license prior to the issuance of a Notice to Proceed for the Work and maintain in effect throughout the term of this Contract.

Proposer's Name: _____
(Submit with Proposal)

PROPOSER QUALIFICATION QUESTIONNAIRE

The undersigned Proposer submits the following information in accordance with the proposal specifications:

(Use additional sheets as needed, but no more than 10 pages)

1. a. Business Name (If using more than one business name, please list all names.):

- b. Address: _____

Is your firm operating as a franchisee? Yes ☐ or No ☐

If yes, list the franchiser, and number of years your business has been franchised:

2. Provide the names, titles, qualifications, years of experience, and years with your company, for all key personnel in authority in your business, including the key personnel that will be involved in this contract, and the extent to which they will be involved in the performance of the contract.

3. How many years has your business been established? _____

How many years has your business been under your present name? _____

How many years under former names? (List names and number of years)

4. How many years has your business been providing services? _____

5. What other types of services does your business provide?

Proposer's Name _____
(Submit with Proposal)

PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)

6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals, and their addresses):
- _____
- _____
- _____
7. Have there been any contract terminations for the services your business performs before the fulfillment of the contract within the past three years? Yes ☐ or No ☐
- a. If so, list the date, client, and reason for termination below:
- _____
- _____
- _____
8. How much training and experience do your tow truck operators have?
- _____
- _____
- _____
9. Outline your support services including establishing direct lines of communication between City assigned staff and your designated on-call supervisors.
- _____
- _____
- _____
10. Provide past examples of corrective measures supplied for failure of minimum towing standards. Was the customer pleased with the outcome?
- _____
- _____
- _____
11. Explain how your company ensures full compliance with all safety regulations.
- _____
- _____
- _____
12. Describe your company's approach to ensuring quality and satisfaction with each tow.
- _____
- _____
- _____

Proposer's Name _____
(Submit with Proposal)

PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)

13. Submit a comprehensive plan for recordkeeping, as listed in the evaluation requirements.
14. Provide a brief expectation for your employees and drivers, including the expected quantity of buses to be towed on time (expressed as a percentage).
15. How does your company stay up to date with the latest industry trends and developments? Listed any prominent services or advantageous equipment.
16. What differentiates your service from competitors, and what attribute is most advantageous for FAX?
17. What is your company's typical response time for tows within 30 miles? Please list any examples.
18. What kind of towing method/technique will be used by your agency to tow the buses? Flatbed, affixed chains, etc.
19. Are you familiar with all State and City statutes and regulations pertaining to this work and possess the skills and qualified employees to interface with the public on behalf of FAX to complete the requested services. If yes, how so?

Proposer's Name _____
(Submit with Proposal)

COST PROPOSAL
REQUIREMENTS CONTRACT FOR BUS TOWING SERVICES
NO. 12600085

TERM OF CONTRACT The contract shall be in effect for two (2) years from the date of the Notice to Proceed. The contract may be extended for up to three (3) additional one (1) year terms, in accordance with the provisions set forth in these specifications.

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following services at the following rates:

A. Year One				
Item	Bus Item	Unit of Measure	Maximum Yearly Quantity	Total Cost
1	Heavy Duty Tow Rate (26,001-52,000 lbs. GVWR) Up to 30 miles from FAX MSC Yard	\$ _____ Per tow	400	\$ _____
2	Gone-on-Arrival (Bus is gone when Tow Operator arrives, or service call is cancelled twenty minutes after point of contact when driver enroute)	\$ _____ Per gone on arrival / cancelled tow	20	\$ _____
Year One Subtotal:				\$ _____

Continued

Proposer's Name _____

(Submit with Proposal)

B. Year Two				
Item	Bus Item	Unit of Measure	Maximum Yearly Quantity	Total Cost
3	Heavy Duty Tow Rate (26,001-52,000 lbs. GVWR) Up to 30 miles from FAX MSC Yard	\$ _____ Per tow	400	\$ _____
4	Gone-on-Arrival (Bus is gone when Tow Operator arrives, or service call is cancelled twenty minutes after point of contact when driver enroute)	\$ _____ Per gone on arrival / cancelled tow	20	\$ _____
Year Two Subtotal:				\$ _____

The Total Base Amount of Proposal (Years 1 & 2) is \$ _____ **Dollars** and ____ **Cents**.

The minimum number of requests for tows per year shall be no less than 200. The maximum number shall be no more than 420 per year including gone on arrivals/cancelled calls.

ADDITIVE / ALTERNATIVE COST – BUS RECOVERY SERVICES

In addition to standard tow services, the proposer shall provide the following recovery services for unusual incidents:

Item	Scenario	Description	Quantity	Flat Rate (includes labor, equipment, recovery)
5	Submerged Bus Recovery	Recovery of a bus submerged in water (e.g., flood zones, canals)	Up to 1 per year	\$ _____
6	Overtured Bus Recovery	Recovery of a bus overtured due to accident or severe weather conditions	Up to 1 per year	\$ _____

Continued

Proposer's Name _____
(Submit with Proposal)

The Total Additive Alternate Amount is \$ _____ **Dollars** and _____ **Cents**.

TOTAL AMOUNT OF ADDITIVE / ALTERNATE & BASE PROPOSAL IS:

\$ _____ DOLLARS and _____ CENTS.

The quantities listed on the proposal page(s) are estimates. The actual requirement of the City may be more or less than the quantities specified. The City will pay for only those items which was actually delivered or received during the term of the Contract.

The City reserves the right to reject any and all proposals.

MULTIPLE AWARD:

The City reserves the right to make multiple awards under this solicitation if it is determined to be in the best interest of the City. Awards may be made to one or more proposers whose proposals are deemed to offer the best overall value based on the evaluation criteria set forth in this RFP.

SUBCONTRACTING

If your company is unable to perform specific services described under **Bus Recovery Services** (e.g., recovery of submerged or overturned buses), and intends to subcontract those services, please list the subcontractor(s) and provide a detailed description of the services to be subcontracted.

In your response, specify:

- The name and contact information of the subcontractor(s)
- The recovery services they will perform (e.g., submerged bus recovery, overturned bus recovery)
- The type of equipment or methods they will use
- Any certifications or qualifications relevant to their recovery operations

Please use additional sheets of paper as necessary to respond.

If no subcontracting will be required to complete any portion of the Bus Recovery Services or standard towing services, please write **“NONE”**.

Proposer's Name _____
(Submit with Proposal)

REFERENCES

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

1. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

FAX NUMBER _____ EMAIL _____

LENGTH OF CONTRACT: _____ (YEARS)

TYPES OF SERVICES PROVIDED: _____

2. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

FAX NUMBER _____ EMAIL _____

LENGTH OF CONTRACT: _____ (YEARS)

TYPES OF SERVICES PROVIDED: _____

3. AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

FAX NUMBER _____ EMAIL _____

LENGTH OF CONTRACT: _____ (YEARS)

TYPES OF SERVICES PROVIDED: _____

Proposer's Name _____
(Submit with Proposal)

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

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

Note: Any exceptions may cause a Proposer to not be awarded a contract.

☐ **ACCEPT**
☐ **DO NOT ACCEPT**

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

INSERT IF APPLICABLE

Signature of Authorized Person

Type or Print Name of Authorized Person

Proposer's Name _____
(Submit with Proposal)

DISADVANTAGED BUSINESS ENTERPRISES (DBE) BIDDERS LIST

Bidders are advised that, as required by federal law, the City is required to report to the U.S. Department of Transportation on DBE participation for all Federally aided contracts each year so the attainment efforts may be evaluated.

The proposal will be considered non-responsive if this form is not fully completed.

Complete all information below (whether DBE or not) and list all Subcontractor information including, without limitation, DBE's that will perform any portion of the work or provide any products for this project, even if the dollar amount of the work the DBE will perform is less than one half (½) of one percent (1%) of the total bid amount.

Prime Contractor:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Check one: ☐ DBE or ☐ Non-DBE DBE Cert Number: _____

Race of firm's majority owner: _____

Gender of firm's majority owner: _____

NAICS code(s) (applicable to each scope of work the firm seeks to perform in its bid): ☐ Check if N/A

Age of firm: _____

Annual Gross: ☐ less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ over \$10 million

Subcontractors: ☐ Check as N/A if a subcontractor(s) will not be used

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Check one: ☐ DBE or ☐ Non-DBE DBE Cert Number: _____

Race of firm's majority owner: _____

Gender of firm's majority owner: _____

NAICS code(s) (applicable to each scope of work the firm seeks to perform in its bid): ☐ Check if N/A

Age of firm: _____

Annual Gross: ☐ less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ over \$10 million

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Check one: ☐ DBE or ☐ Non-DBE DBE Cert Number: _____

NOTE: Use additional sheets if necessary

Revised 10/16/24

Proposer's Name _____
(Submit with Proposal)

DEBARMENT AND SUSPENSION CERTIFICATION

Contractor and all subcontractors shall meet debarment, suspension, ineligibility, and voluntary exclusion requirements pursuant to Executive Order 12549. See Federal Requirements, of these Specifications. A list of excluded parties may be found at the following website:
<https://sam.gov/content/home>

Contractor shall return with its Proposal **this form.**

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Date _____

Signature _____

Company Name _____

Title _____

Proposer's Name _____
(Submit with Proposal)

Federal Tax Liability and Recent Felony Convictions Certification

FTA Master Agreement Section 4(g)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that they and their organization:

1. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. Was not convicted of felony criminal violation under any Federal law within the preceding 24 months.

The Contractor agrees to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

Date _____

Signature _____

Company Name _____

Title _____

Proposer's Name _____
(Submit with Proposal)

NONLOBBYING CERTIFICATION

LOBBY RESTRICTIONS

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Proposer's Name _____
(Submit with Proposal)

DISCLOSURE OF CONFLICT OF INTEREST

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

Explanation: _____

☐ Additional page(s) attached.

Signature _____

Date _____

Name _____

Company _____

Address _____

City, State, Zip _____

Proposer's Name _____
(Submit with Proposal)

SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) _____ () _____ () _____
Firm Phone Fax

(2) _____
(Corp.) (Individual) (Partner) (Other)

(3) _____
Business Address

City State Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

(Submit with Proposal)

SAMPLE CERTIFICATION

I, _____, certify that I am the secretary
Name
of the corporation named herein; that _____ who signed this
Name
Bid Proposal on behalf of the corporation, was then _____ of
Title
said corporation; that said Bid Proposal is within the scope of its corporate powers and was
duly signed for and on behalf of said corporation by authority of its governing body, as
evidenced by the attached true and correct copy of the _____
Name of Corporate Document

By: _____

Name: _____

Title: Secretary

Date: _____

SAMPLE SERVICE CONTRACT

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

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

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

3. **PAYMENT.** City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. **INDEMNIFICATION.** To the furthest extent allowed by law, including California Civil Code section 2782, CONTRACTOR shall indemnify, defend and hold harmless CITY and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. CONTRACTOR'S obligations as set forth in this section shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, CONTRACTOR, whenever there is any causal connection between the CONTRACTOR's performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, CONTRACTOR expressly agrees to undertake a duty to defend CITY and any of its officers, officials, employees, agents, or volunteers, as a separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by CONTRACTOR expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to CONTRACTOR as reasonably determined by CITY.

Upon the tender by CITY to CONTRACTOR, CONTRACTOR shall be bound and obligated to assume the defense of CITY and any of its officers, officials, employees, agents, or volunteers, including the duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the

claims without reimbursement from CITY or any of its officers, officials, employees, agents, or volunteers.

It is further understood and agreed by CONTRACTOR that if CITY tenders a defense of a claim on behalf of CITY or any of its officers, officials, employees, agents, or volunteers and CONTRACTOR fails, refuses or neglects to assume the defense thereof, CITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and CONTRACTOR shall be bound and obligated to reimburse CITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether CITY provided approval for, or did not review or object to, any insurance CONTRACTOR may have procured in accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by CITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR shall require each subcontractor to Indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms as set forth above.

[Signatures follow on the next page.]

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

CITY OF FRESNO, A California municipal corporation By: _____ [Name], [Title/Dept.] APPROVED AS TO FORM: City Attorney By: _____ [Name] Date Deputy City Attorney ATTEST: TODD STERMER, MMC City Clerk By: _____ Deputy Date	[CONTRACTOR], [Legal Identity] By: _____ Name: _____ Title: _____ (If corporation or LLC., Board Chair, Pres. or Vice Pres.) By: _____ Name: _____ Title: _____ (If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary) REVIEWED BY: _____
Addresses: CITY: City of Fresno Attention: [Name] [Title] [Street Address] Fresno, CA [Zip] Telephone: (559) [#] E-Mail: [E-Mail address]	CONTRACTOR: [Contractor Name] Attention: [Name] [Title] [Street Address] [City, State Zip] Telephone: [area code and #] E-Mail: [E-Mail address]

III – GENERAL CONDITIONS

III. GENERAL CONDITIONS

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

- (a) "City" and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.
- (b) "City Manager" shall mean the City Manager of the City of Fresno.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean the Council of the City of Fresno.
- (f) "Proposer" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.
- (g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.
- (h) "Specifications" shall mean the Contract Documents.

2. DELIVERY OF SERVICES: If Contractor is delayed providing services by (i) any acts or omissions of City or its employees, or others acting under authority of City by contract or otherwise, (ii) acts of God which Contractor could not reasonably have foreseen and provided for, (iii) illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or (iv) any illegal general lockouts or other defensive action by employers, whether general or by organizations of employers; Contractor shall have no claim for damages against City for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate Contractor for actual loss of time occasioned thereby. Contractor may apply to the City Manager for such extension. However, no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager, in writing, within one week after the commencement or occurrence of the condition or event which is expected to cause a delay in delivery, of such condition or event and the actual or estimated number of days of delay anticipated on account thereof. The decision of the City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, will be given in writing to Contractor.

3. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of

such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

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

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

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

5. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, 2101 G Street, Bldg. A, Fresno, California 93706, in a form acceptable to the City of Fresno within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate a City departmental recommendation for City to award the Contract to another Proposer.

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

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order precedence.

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

8. WORKMANSHIP GUARANTY: The workmanship of the services to be performed for the City by the Contractor will be in accord with the Specifications, and where not specified, in accord with generally accepted standards.
9. ALTERATION OF TERMS: No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.
10. CONTRACT CHANGES: No changes or modifications to the Contract shall be made unless agreed to and signed by both parties. No prior, current or post award verbal agreement or agreements with any officer, agent or employee of the City shall affect or modify any terms or obligations of these Specifications or any Contract resulting from this procurement.
11. AMENDMENTS: The City of Fresno reserves the right to add, modify, or delete items from the Contract including Special Conditions or Scope of Work. Any changes shall be made only by means of a formal amendment signed by both the City and Contractor.
12. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale, or subcontracting by the Contractor, its successors, or assigns, shall be null and void unless approved in writing by the City.
13. TERMINATION BY CITY FOR NON-APPROPRIATION: In the event of non-appropriation relating to the Contract, City shall have the right to terminate the Contract at the end of any fiscal year of City, in the manner and subject to the terms specified in this paragraph. City shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year and shall notify Contractor of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve-month fiscal period of City which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the City or City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of the Contract by City.
14. INDEPENDENT CONTRACTOR: In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents or employees shall be deemed an employee, joint venturer, partner, or agent of the City for any purpose. However, the City shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other

laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

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

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

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

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

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

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

21. MAINTENANCE OF RECORDS: Records of Contractor pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

22. RECYCLING: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

- (a) After award, immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and

facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(b) Immediately contact the Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

23. NOTICES: Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Proposal in the case of the Contractor and at the address in the Special Conditions for mailing of invoices in the case of City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

24. BINDING: Subject to Section 15 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

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

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

27. NO THIRD-PARTY BENEFICIARIES: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

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

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

IV – SPECIAL CONDITIONS

IV. SPECIAL CONDITIONS

Term of Contract

This Contract shall be in effect for an initial term of two (2) years from the date of the Notice to Proceed. The Contract may be extended, with the mutual written consent of both parties, for three (3) one-year increments with price increases/decreases in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterrupted, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, for a specified term not to exceed twelve (12) months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the contract had been extended for such a temporary period by an amendment hereto.

Pricing Conditions

For twenty-four (24) months of the Contract, pricing will be fixed at the proposal pricing.

Sixty (60) days prior to the two-year anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following 12-month optional year which will be subject to negotiation by the City at the City's discretion. The Contractor must provide adequate documentation to substantiate any request for price increase. Any increase in unit price for any item included in this Contract shall not exceed, unless otherwise approved by the Purchasing Manager, the percent change for the following Consumer Price Index by Commodity: **Services Related to Transportation Activities: Towing and Related Services (WPU311101)** as published by the Bureau of Labor Statistics. In the event that the index drops, the Contractor shall pass on to the City an equivalent reduction in pricing. The basis of the index shall be established as the last available month at the date of the Notice to Proceed. The Purchasing Manager of the City of Fresno shall be the authorized City agent in any such negotiation. Any proposed price revisions will be subject to the Purchasing Manager's written approval before being implemented by the Contractor.

If any particular needs arise at any time during the term of the Contract, the City reserves the right to request adjustments, modifications, or additions to services to the Contract.

Notice to Proceed

The Contractor shall not commence any work, nor shall it enter the premises until it has received a written Notice to Proceed from the Purchasing Manager.

Changes to Contract Documents

No changes or modifications to the Contract shall be made unless agreed to and signed by both the Contractor and the Purchasing Manager. No prior, current, or post award verbal

agreement or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of the Specifications or any Contract resulting from this procurement.

Payment

The Proposer shall invoice the City of Fresno in order to initiate the payment process. Invoices shall conspicuously display the City's purchase order number and shall be submitted to:

ATTENTION:
City of Fresno
Department of Transportation/FAX
Attn: Fleet Manager
2223 G. Street
Fresno, CA 93706

Contractor hereby agrees not to assign the payment of any monies due Contractor from City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Contractor directly to Contractor.

Contract Administrator

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

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

The Contract Administrator shall decide any and all questions which may arise as to conformance of and acceptability of tools, equipment, supplies and all other materials and methods and procedures used in the performance of the services with regard to the requirements included herein. The Contract Administrator shall decide all questions which may arise as to the interpretation of the Contract Documents relative to the Services and the fulfillment of the Contract on the part of Contractor.

The Contract Administrator will determine the amount and quality of the several kinds of Services performed and materials furnished which are to be paid for under this Contract.

The Contract Administrator shall have the authority to require Contractor to make temporary changes in the assignment of routine work, tasks, and task frequencies. Such temporary changes shall not affect the amount of payment to Contractor.

Contract Coordinator

The Contract Administrator shall designate the Fleet Manager of the Department of Transportation/FAX as Contract Coordinator to monitor and inspect the performance and progress of the services provided under this Contract.

The Contract Coordinator has no authority to alter, waive or revoke any provision of this Contract. Any failure of Contractor to comply with the provisions of the Contract may be called to the attention of the Contract Administrator by the Contract Coordinator.

The Contract Coordinator shall have the authority to suspend the performance of the Services and compensation to Contractor until the Contract Administrator can decide any questions at issue.

The Contract Coordinator shall perform frequent inspections of each work assignment. The emphasis during these inspections should concentrate on the existence of those factors which significantly affect the probability of the assignment being performed as specified.

The Contract Coordinator shall coordinate the activities of Contractor and the occupants to minimize any interference or delay to either party. The Coordinator shall submit suggestions regarding revisions of the specifications to the Contract Administrator. The Coordinator shall receive and respond, with clerical assistance, to requests, complaints, and suggestions concerning the performance of the work directed under the Contract.

The Contract Coordinator shall in no instance have the authority to act as a supervisor for Contractor and shall not interfere with the Contractor in the supervision or direction of Contractor's employees.

Any advice provided to Contractor by the Contract Coordinator shall in no way be construed as binding upon the City of Fresno or release the Contractor from fulfilling the provisions of the Contract.

Performance of Services

Contractor shall be responsible for the complete and timely performance of all services under this Contract and for all manner and type of tools, equipment, supplies and materials of every description required to successfully perform all services under this Contract.

Non-Performance of Services

Services shall be considered not to have been performed when, in the judgment of the Contract Administrator, any one or more of, but not limited to, the following conditions exist:

- a. Non-adherence to established response times,
- b. Failure to provide reports per schedule and on time, or

- c. Failure to conform to the requirements per Scope of Work.

Confidential Information, Ownership of Documents, and Copyright License

Any reports, information, or other data prepared or assembled by the Contractor pursuant to this Agreement shall not be made available to any individual or organization by Contractor without prior written approval of the City. During the term of this Agreement, and thereafter, the Contractor shall not, without prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential for the purpose of this Agreement shall include all proprietary marketing plans, financial information, designs, drawings, specifications, materials, compilations, documents, instruments, models, source of object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in City

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall cause each subcontractor to also comply with the requirements of this section. This section shall survive expiration or termination of the Agreement.

Liquidated Damages

The amount of liquidated damages is neither a penalty nor a forfeiture and shall compensate FAX solely for FAX's inability to use a bus due to damages caused by the towing services performed by Contractor and/or negligence, and does not include: (i) any punitive damages, additional costs or extended costs incurred by FAX for extended administration of the Contract or by FAX's agents, consultants, or independent contractors for extended administration of the Contract, (ii) any increases in financing costs resulting from the delay, or (iii) any additional services relating to, or arising as a result of, the delay. FAX shall be entitled to claim against the Contractor for its actual damages and amounts not specifically included within the liquidated damages as set forth herein. Such costs shall be computed separately. Together with liquidated damages, they shall be deducted from the contract price.

The Contractor shall not be charged with liquidated damages when the delay in service delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination Clause in the Contract.

Assessment of Damages:

- a. FAX shall assess liquidated damages upon Contractor at the rate of **\$340** per day anytime a vehicle is not available for revenue service due to reasons that may include but are not limited to inaccessibility of the bus due to damage made by Contractor, or repairs made for the aforementioned damages.
- b. Upon receipt of liquidated damages, Contractor shall have ten (10) calendar days in which to dispute. Contractor shall notify FAX in writing, their intent to dispute said liquidated damages and include the specific reasons for disputing liquidated damages. At a minimum, the written dispute should include the following:

- (1) Date(s) in dispute
- (2) All relevant information, documentation, pictures, and other evidence supporting their dispute

Resolution of Damages:

Upon receipt of Contractor's written dispute, the parties shall select a date to conduct an in-person meeting; said meeting shall occur within ten (10) working days of receipt by FAX. FAX's Assistant Director, Fleet Manager, or a designated appointee of FAX shall conduct this meeting. The parties shall review each liquidated damage assessed in detail and endeavor to identify the cause leading to the liquidated damage and attempt to implement a resolution that prevents the action from recurring. Within five (5) working days of conclusion of said meeting, FAX will issue a written response to Contractor that reduces, modifies, or removes any and/or all liquidated damages. The letter shall also indicate the reason(s) supporting FAX's position. Upon receipt of the letter, Contractor shall have five (5) working days to dispute FAX's findings to FAX's Department Director by sending written correspondence to City of Fresno, FAX.

If disputed, FAX's Department Director will review all relevant information and issue a final finding in writing that either reduces, modifies, or removes any/or all liquidated damages. The Department Director's final finding shall stand and cannot be disputed.

V – INSURANCE REQUIREMENTS

V. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

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

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without

limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

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

1. COMMERCIAL GENERAL LIABILITY

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$2,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$3,000,000 per accident for bodily injury and property damage.

3. ON-HOOK/CARGO insurance which shall include coverage for vehicles in tow with limits of liability as follows:

- (i) \$500,000 towing Compressed Natural Gas bus
- (ii) \$1,500,000 towing Fuel Cell Electric bus

4. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

5. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

(i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured.

Additional Insured status under the General Liability shall be as broad as that contained in ISO form CG 20 10 11 85 or CG 20 10 04 13.

(iv) All such policies of insurance shall be endorsed so the CONTRACTORS' insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Coverage under the General Liability policy shall be as broad as that contained in ISO form CG 20 01 04 13.

(v) All policies shall contain a waiver of subrogation as respects to CITY, its officers, officials, employees, agents and volunteers.

(vi) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

PROVIDING OF DOCUMENTS - CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of CONTRACTOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS If CONTRACTOR should subcontract all or any portion of the work to be performed, CONTRACTOR shall be solely responsible for ensuring all subcontractors meet the insurance requirements contained herein.

IV – FEDERAL CONDITIONS

IV. FEDERAL CONDITIONS

This contract/purchase agreement is subject to a financial assistance contract between the City of Fresno and the Federal Transit Administration, which requires that this contract/agreement contain the following clauses:

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The City and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract 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.

(2) 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 FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract,

including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to the performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor 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 [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

(1) Termination for Convenience: The City of Fresno may terminate this contract, in whole or in part, at any time by written notice to the contractor. The contractor shall be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to be paid by contractor. If the contractor has any property in its possession belonging to the City of Fresno, the contractor will account for the same, and dispose of it in the manner the City of Fresno directs.

(2) Termination for Default: 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 City of Fresno 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.

(3) If it is later determined by the City of Fresno 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 City of Fresno, after setting up a new delivery or performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

CIVIL RIGHTS

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial

Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

INCORPORATION OF FTA 4220.1G TERMS

(1) 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, dated November 1, 2008, 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 City of Fresno request, which would cause the City of Fresno to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

(1) The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of California. In the event of litigation between the two parties, proper venue shall be laid in a court of competent jurisdiction in the County of Fresno, State of California.

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

(3) Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the City's decision.

LOBBYING

The prospective participant certifies, by signing and submitting this bid or proposal, 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 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 of Lobbying Activities," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

The certificate titled *Non-Lobbying Certification* must be completed and returned with your bid. This certificate is located behind the bid form page 25.

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued

pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ENERGY CONSERVATION

(1) The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ADA ACCESS

(1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

(1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or City.

(2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

NOTICE OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

(1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the City of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

(2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(3) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(4) *Additional Notice to U.S. DOT Inspector General.* The contractor must promptly notify the City and U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the City is located, if the contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the City and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the City. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(5) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Contractor agrees to comply with 2 CFR 200.216 and Public Law 115-232, Section 889, and may not 1) procure or obtain; 2) extend or renew a contract to procure; or 3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system for this federally funded agreement. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such

equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PROMPT PAYMENT

The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the City of Fresno. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

V – SCOPE OF WORK

V. SCOPE OF WORK

1. **INTRODUCTION**

The City of Fresno, Department of Transportation (FAX) is requesting proposals from qualified vendors to provide towing services for our fixed-route bus fleet. The contract will be for a total of two (2) years with three (3) one-year extensions. The towing service will include the towing of FAX's fleet (fixed-route buses) in and around the greater Fresno area. The successful proposer(s) must be available for towing services twenty-four (24) hours a day/ seven (7) days a week, especially during peak service hours of 7:00 a.m. to 10:00 p.m.

1. **TOW SERVICES AND DUTIES**

It shall be the duty of the Tow Operator, when so directed by the City, to provide prompt tow service for buses. It shall also be the duty to provide for the safety and security of those vehicles and the contents thereof. These duties are inherent to the job.

- Contractor will furnish all labor, equipment, and material to include, but not limited to, waiting time, use of dollies, winches and/or additional towing vehicles or equipment to perform all operations in connection with towing of buses.
 - Use of flatbeds for towing services is preferred.
- Contractor is responsible for all accident site clean-up, including removal of debris and unattached vehicle parts.
- Contractor will respond to any calls within FAX's service area. That area is bounded within a 30-mile radius to the City's Municipal Service Center (MSC) located at 2223 G Street, Fresno CA 93706.
- When towing buses to the FAX lot, buses shall be spaced a minimum of thirty inches (30") apart from other parked vehicles, buses, or stationary items.
- When a Proposer enters into the FAX lot and is unaccompanied by a City employee, they shall have sole responsibility for protecting all items and their contents in the lot from theft, vandalism, fire or other casualty and shall maintain their insurance in the amount described within this document.
- The Tow Operator shall comply with all State laws and regulations applicable to towing services. Tow operators must follow all guidelines set forth by equipment manufacturers recommendations as to their use and care of all towing-related equipment. All permits and licensing fees as specified under California Vehicle Code (CVC) 34620 and California Vehicle Code 34334 shall be in full force and effect at all times during this Agreement. Any violation of this section will be considered a material breach of the Agreement and may result in immediate termination of this Agreement.

2. BUS FLEET

Note: The current list of buses at the FAX Service Center is shown below, due to vehicle retirement and replacement, these numbers can change, and therefore this list is non-exhaustive and non-binding.

Table 1 – Bus Fleet

Item	Quantity	Description
40' Bus	33	New Flyer C40LFR
40' Bus	2	New Flyer XHE40
40' Bus	72	Gillig BRT+
40' Bus	19	Gillig LF40
40' Bus	9	Proterra ZX5
29' Bus	3	Gillig LF 29

3. RESPONSE TIME

Tow Operator shall respond to calls 24 hours a day, seven days a week, within the maximum response time limits as established by the FAX Maintenance and Operations divisions. Tow Operator shall respond with a tow truck of the class required to tow the buses specified hereby within:

- (a) During peak hours (7am-10pm), a reasonable response time is 60 minutes or less when the request is categorized as a Priority Call under the following existential circumstances:
 - (i) Any authorized law enforcement has deemed the downed bus to be a safety concern, and needs the bus removed immediately.
 - (ii) The downed bus barricades major entrances/exits to schools or hospitals.
 - (iii) The downed bus is an interruption of the major flow of traffic (i.e. intersections, busy roads or avenues, and highway or freeway systems).
- (b) During peak hours, a reasonable response time is 120 minutes or less, when the request is categorized as a Non-priority Call under the following existential circumstance:
 - (i) When the downed bus is not an interruption to the major flow of traffic, and when the bus is parked or stationed in a location deemed safe by FAX personnel.
- (c) Outside of peak hours, a reasonable response time is 90 minutes or less for any/all calls.

4. NON-RESPONSE

This section is designed to ensure that Tow Operators respond to a tow when requested by the City. A non-response in violation of this contract occurs when a Tow Operator fails to accept a call, fails/refuses to respond, or declines a City requested tow. If the Tow Operator is either unable to respond or unable to meet the maximum response time, the Tow Operator shall immediately update the department accordingly.

5. ROTATION LIST

(a) FAX will rotate calls to both vendors awarded. A call to an Operator shall constitute one turn. A call to the other Operator will occur if:

- (i) Operator is unable to or fails to answer the phone.
- (ii) Operator is unable to respond to the tow request.
- (iii) Operator is unable to perform the required service in that instance given prevailing circumstances.
- (iv) Operator refuses to respond or provide services.
- (v) Operator's services are cancelled by FAX due to excessive response time.

(b) If it is determined that the operator is not needed and is canceled by FAX, the Operator will be called again.

(c) Nothing in the Service Agreement shall prohibit any FAX supervisor, manager, or authorized employee from requesting a specific tow company when, in their opinion, the necessary resources to clear a hazard are not available from the tow company currently up next on the rotation tow list. If services are unable to be provided due to these circumstances, the tow company will remain next to be called.

(d) A successful tow, including the appropriate response time and retrieval of downed bus to the FAX yard, moves the Contractor to the bottom of the rotation list, while keeping them in good standing.

6. TOW OPERATORS

(a) Operators applying for the rotation tow program shall have a minimum of three (3) verifiable years of for-hire towing experience, as an owner or principal, prior to the final filing date of an open enrollment period in order to qualify for a rotation tow

listing.

- (i) The three (3) verifiable years of for-hire experience shall be determined by FAX.
- (b) Operators and owners who do not meet the three (3) verifiable years of for-hire towing experience, may be considered if a full-time manager is employed who possesses three (3) verifiable years of for-hire tow experience, as an owner, principal, or full-time manager.
 - (i) The three (3) verifiable years of for-hire experience, as an owner, principal, or full-time manager shall be determined by FAX.

7. TOW OPERATOR PERSONNEL

- (a) Professional Conduct – The Tow Operator shall perform the services required of it in an ethical, orderly manner, endeavoring to obtain and keep the confidence of the public. The City reserves the right to cancel any City tow including the right to cancel an individual tow assignment, if in the opinion of the City the Tow Operator is exhibiting unprofessional conduct. At no time will the Tow Operator or its agent or any employee of the Tow Operator exhibit any unprofessional conduct including but not limited to:
 - (i) Rude or discourteous behavior to include insults that would aggravate, disturb, or frustrate a person of reasonable sensibilities.
 - (ii) Using profanity, foul, or abusive language.
 - (iii) Manifesting an uncooperative or angry demeanor.
 - (iv) Performing acts of vandalism.
 - (v) Failing to respond to questions in a courteous and professional manner.
 - (vi) Acting in a disrespectful manner with any City employee, or with any member of the public.
 - (vii) Intentionally misrepresenting rates or tow procedures.
 - (viii) Failing to take necessary precautions to prevent damage to a bus that's being towed. Any actions that could reasonably result in damage during the towing process are strictly prohibited.
 - (ix) Displaying or publishing wording, images, gestures, or content on social media that could be considered offensive or obscene to the general public. Any other conduct which the City deems unprofessional.
- (b) Personnel Appearance - Tow Operators shall be required to furnish their employees with a distinctive company uniform. Each uniform shall have the firm's name, as well as the employee's name, in a conspicuous place. The tow company's name and driver's first name shall be clearly visible at all times; meaning that protective or inclement weather outer garments must meet this standard. Each employee shall have sufficient uniforms so as to maintain a neat, clean appearance at all times. Minimum requirements for uniforms include a shirt, long pants, and appropriate safety shoes. All drivers shall be in uniform before any towing or service operation

begins. Dress standards are required in order to project a professional and positive image to the public. Drivers shall wear safety vests or reflectorized clothing that conforms to Occupational Safety and Health Administration (OSHA) requirements. Alternatively, the OSHA safety requirements may be incorporated into the uniform, jacket, or rain gear, as long as these items are worn as the outermost garment. All employees must be neat, clean, and well-groomed in appearance.

- (c) **Unlawful Activity** - The Tow Operator or its employees shall not be involved, nor shall the Tow Operator or its employees become involved in any agreement or activity whether verbal, written or conveyed in any other manner, any activity or business venture which may be construed as unlawful. If the City deems the involvement to be unlawful, the City may immediately terminate this Agreement. The Tow Operator shall not provide any direct or indirect commission, gift or any compensation to any person or public or private entity, in consideration of arranging or requesting the services of a tow truck as provided in section 12110 of the CVC. No Tow Operator will be involved or solicit any compensation of any kind including but not limited to involvement with any other company or business that might result in income or consideration as a result of any activity initiated by the City.
- (d) **Personnel Licenses** - Tow Operators providing services under this Agreement, including tow truck drivers, dispatchers and other office personnel, will have sufficient knowledge, experience and capability to ensure safe and proper discharge of their service responsibilities. It will be the responsibility of the Tow Operator to ensure that all of its personnel will be properly licensed in accordance with sections 12500, 12520, and 12804.9 of the CVC. All tow truck drivers and tow truck operators shall be enrolled in the "Pull Notice" program as defined in CVC section 1808.1 et seq. Drivers must complete a CHP approved Tow Operator Course every five (5) years and copies of completion of the course shall be made available at the City's request.

8. **TOW OPERATOR LICENSING AND CERTIFICATION**

All licensing and certifications required by Federal, State and local authorities shall be maintained current and valid at all times as required in CVC sections: 34507.5, 34600 et seq., 34620, and 12111, and sections 7231 et seq., of the California Revenue and Taxation Code. Failure to have any required license or certification, including any driver who fails to have an appropriate class of license, may be grounds for immediate termination by the City without penalty.

9. **VEHICLE AND EQUIPMENT INSPECTIONS**

Tow vehicles will be maintained in compliance with sections 24605, 25253, 25300, 27700 and 27907 of the CVC.

10. **VEHICLE IDENTIFICATION**

Tow vehicles shall display identification signs in compliance with section 27907 of the CVC.

11. **TOWING CHARGES**

All tows performed under this Agreement will be included in the flat rate charge. No additional charges shall be charged without prior approval from the City and written notice is provided to the department. Any unapproved charges received outside of normal invoices will result in immediate termination of this Agreement.

12. **RECORD KEEPING REQUIREMENTS**

The Contractor shall maintain complete records of all towed vehicles taken into custody and towed to the Municipal Service Center (MSC) bus yard on behalf of FAX, pursuant to this contract. The record shall contain, at a minimum: date and time of taking possession of the bus; description of each bus including make, model, year of manufacture, serial number, and license plate information; and specific location delivered vehicle to. Proposer shall invoice per tow and must cite information listed in this entry on the invoice.

- (a) All costs charged to the transaction, including any approved services contributed by Contractor, or others shall be supported by properly executed payrolls, time records, contracts, or vouchers evidencing in detail the nature and propriety of the charges on the invoice.

9. **CLEANING UP**

Towing Operators are expected to keep their workspace clean during bus retrieval and delivery.

- (a) The Contractor is responsible for the removal of waste, material, or rubbish it creates prior to completion of the tow at the response site. All equipment and materials necessary to clean the area will not be provided by the City of Fresno.
- (b) Upon completion of a tow, the Contractor shall leave the FAX Yard and premises in a clean, neat and workmanlike condition satisfactory to the City's standards.

RESPONSIBILITIES OF FAX

The City of Fresno Department of Transportation (FAX) shall:

1. **Provide a Primary Contact Number**

FAX will provide the Contractor with a designated contact phone number to be used for all contact related communications. This number will connect the Contractor to the appropriate FAX personnel on duty, Which may include a supervisor or lead worker, depending on the shift.

2. **Provide Accurate Tow Information**

Ensure timely and accurate communication of bus location, direction, bus condition, and any special towing requirements or restrictions during dispatch.

3. **Provide Prompt Notifications**

Notify the Contractor as soon as possible of any canceled or modified service requests to prevent unnecessary deployment.

4. **Report Service Issues**

Communicate any issues or complaints regarding service performance or professionalism to the Contractor in a timely manner, allowing the Contractor an opportunity to investigate and respond.

5. **Coordinate Site-Specific Procedures (Bus Recovery)**

Where required (e.g., accident scenes, restricted areas), coordinate with law enforcement or other agencies to facilitate safe and authorized towing operations.