



Request for Proposal (RFP)

REFERENCE NUMBER	FACTRFP2023-3
PROJECT NAME	Transportation Brokerage Vendors
DESCRIPTION	FACT is seeking transportation vendors to join FACT's Transportation Brokerage and provide transportation for FACT's clients.
RELEASE DATE	02/14/2023
CLOSING DATE	Ongoing
CONTRACT DURATION	The Agreement will have a term beginning from year of initial contract signing and continuing yearly through auto renewal unless a 30 day notice ahead of termination date is given.
NUMBER OF CONTRACTS TO BE AWARDED	N/A
LOCATION	San Diego County
PAYMENT TERMS	Net 30 days upon receipt of final invoice from third-party contractor
ISSUING ORGANIZATION	Full Access and Coordinated Transportation, Inc. (FACT)
POINT OF CONTACT	Budd Anderson
PHONE	760-754-1252
EMAIL	banderson@factsd.org
ADDRESS	516 Civic Center Drive, Oceanside, CA 92054



SCOPE OF WORK

BACKGROUND

Full Access and Coordinated Transportation, Inc. (FACT), is a nonprofit agency formed in 2005, to improve access to transportation for seniors, persons with disabilities, veterans and the income disadvantaged and fill gaps in existing services. In 2006 SANDAG designated FACT the Consolidated Transportation Services Agency (CTSA) for San Diego County. FACT's mission is to Assist San Diego County residents with barriers to mobility to achieve independence through coordination of transportation services. FACT services include referrals to transportation services using FACT's Business Directory, RideFACT dial-a-ride service, Vehicle Sharing Program, and Contracted Agency transportation services.

FACT developed a Transportation Brokerage to provide efficient transportation across San Diego County. The Brokerage is pool of vendors, including for-profit taxis and non-profit service providers. FACT coordinates with local transportation companies to purchase trips for its services, such as RideFACT. FACT purchases trips for its services through the Brokerage.

FACT is seeking transportation vendors to join the Brokerage and provide specialized transportation under FACT's programs such as on-demand curb-to-curb, door-to-door and dial-a-ride service including ambulatory and wheelchair accessible rides throughout San Diego County.

The Brokerage promotes competition and inclusion and is open for those to join on an ongoing basis, subject to meeting FACT requirements.

PROJECT DESCRIPTION

INTRODUCTION

1. PURPOSE AND OBJECTIVES

FACT provides on-demand transportation in San Diego County including specialized transportation for seniors and persons with disabilities.

The term of this project will auto renew yearly unless a 30 day notice is given prior to termination date.

2. GENERAL SERVICE DESCRIPTION

CONTRACTORS in the brokerage will provide curb-to-curb transportation, during the agreed upon days and hours. FACT will broker trips to the most appropriate CONTRACTOR. Reservations will be accepted by FACT.

3. SERVICE DESCRIPTION

3.1. RIDERS

San Diego County seniors age 60 and older and persons with disabilities and others who are referred by FACT to use CONTRACTOR's transportation service.

3.2. SERVICE AREA

ALL San Diego County or a portion thereof as proposed by CONTRACTOR.

3.3. SERVICE LEVELS

Total number of trips provided by FACT during Fiscal year 2020 (July 2019 -June 2020) was 40,061.

3.4. DAYS AND HOURS

Service will operate ___7___ days a week between the hours 7am-8pm with before/after hours when pertaining to agency contracts as needed.

4. RESERVATION PROCESS



Reservations will be made through FACT. Reservations will be confirmed with the provider and rider on the same day when possible. A courtesy reminder from the provider will be given to the rider the day before the trip when trips are booked prior to the day of the trip. Same day service will be provided where possible.

Where possible, and when it is safe to do so, trips will be grouped in order to utilize vehicle capacity and make the service cost effective. Ridesharing should ensure that travel times are not excessive and should not compromise the safety or comfort of the riders.

5. VEHICLE DISPATCHING AND ROUTING

CONTRACTORS will be responsible for dispatching and routing trips.

6. FARES

FACT charges varying rates depending on the kind of service provided. RideFACT, the general public service, has the following Fares, which will be collected by CONTRACTOR and deducted from the invoice to FACT.

Other Fares may apply to service provided by FACT to other agencies' clients.

One-Way Trip Length	Fare \$
0 – 5.0 Miles	\$2.50
5.1 – 10 Miles	\$4.00
10.1 – 20 Miles	\$5.00
20.1+ Miles	\$10.00

- a. Companions. The CONTRACTOR shall not charge FACT for additional persons riding from the same address to the same destination. The CONTRACTOR shall collect the applicable fare from riders. The Primary rider (individual named in the reservation) will pay a fare. One companion or Personal Care Attendant (PCA) may ride free with the primary rider. Additional companions will be charged the applicable fare. Fares collected by CONTRACTOR shall be deducted from payments made to CONTRACTOR.

7. CONTRACTOR RATES, HOURS and SERVICE AREA

Providers rates, service area, and hours of service are included in Appendix A. Any changes to Appendix A must be approved by FACT in writing. Refusal to honor the rates and terms in Appendix A will constitute a breach of this agreement and may lead to immediate termination of the agreement by FACT.

PART II - SERVICE SPECIFICATIONS

8. PURCHASE OF SERVICE

FACT will purchase trips for the Project as per the terms stated in Appendix A.

The Agreement will have a term beginning from year of initial contract signing and continuing yearly through auto renewal unless a 30 day notice ahead of termination date is given. All prices indicated in the cost proposal will be firm for the term of the contract. Rate sheet will be reviewed and amended in writing, if mutually agreed upon by FACT and CONTRACTOR.

9. ADJUSTMENT TO SERVICE

Adjustments to service shall be a prerogative of FACT. FACT expects to work closely with CONTRACTOR on such modifications in order to provide efficient and responsive service.

10. VEHICLES AND EQUIPMENT

- a. CONTRACTOR shall be responsible to supply all necessary vehicles, phone and computer equipment, and systems required to operate the service described in this Agreement. The quantity, specifications, and description of vehicles and equipment will be included in proposal.
- b. CONTRACTOR shall maintain the interior passenger compartment in clean and hygienic condition and in good repair.

- c. Vehicles, Drivers, and Liability. FACT will inspect all vehicles proposed in the brokerage, perform background checks on drivers, and review liability coverage before signing contracts with service providers. Site visits to all providers will be conducted before implementation.

11. TRANSPORT VEHICLE STANDARDS

CONTRACTOR shall ensure that clients receive transportation services that are safe and reliable. CONTRACTOR shall ensure all vehicles and components used for the performance under this Agreement meet or exceed the standards in this Section.

- a. Vehicle Maintenance Standards. CONTRACTOR shall, at its sole expense, cause all components of each Revenue Vehicle and Support Vehicle, including body, engines, transmissions, tires, frame, furnishings, mechanical, electrical, pneumatic, hydraulic, or other operating systems, to be maintained in proper working condition and free from damage and malfunction. Before a vehicle can return to service, CONTRACTOR shall, at its sole expense, cause any such vehicle damaged in any accident or otherwise to be repaired or replaced. In the case of damage impairing the safe mechanical operation or proper appearance of the vehicle, such replacement must be made immediately.
- b. Vehicle Safety. CONTRACTOR will maintain all Revenue Vehicles and Support Vehicles in accordance with all local, State, and Federal requirements for safety.
- c. Vehicle Appearance. CONTRACTOR shall be responsible for maintaining the appearance of all Revenue Vehicles. All vehicles must be kept clean including the exterior and interior. All dirt, debris, graffiti, and trash must be removed daily; any worn, broken, cut, torn, or vandalized components that are visible, or accessible by the public, must be repaired or replaced promptly to provide services under the Agreement.

12. APPLICABLE CODES AND REGULATIONS

CONTRACTOR shall be responsible for assuring that all vehicles utilized in service under this Agreement are safe for operation on public streets and freeways and meet all requirements of the California Vehicle Code. All vehicles (including all parts and all equipment mounted on or in the Vehicles) shall conform to the California Vehicle Safety Standards, California Public Utilities Code, California Government Code, California Administrative Code, San Diego County Ordinances on Taxi Cabs, Title 13, the CHP Motor Carrier Safety Regulations, and all applicable regulations of the California Air Resources Board and the U.S. Environmental Protection Agency. Each Revenue Vehicle is required to be inspected at least annually by the CHP, local regulating authority on Taxi Cabs, or the California Public Utilities Commission as applicable. Results of such inspections shall be transmitted to FACT, and any applicable signed certification shall be displayed or carried on the vehicles.

13. REGULAR INSPECTIONS

- a. Daily Pre-Trip Inspection. Each Revenue Vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service and at each change in operators. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by CONTRACTOR in the Drivers' Daily Reports and shall be available to FACT upon request.
- b. Vehicle Inspections. Depending on vehicle type, CONTRACTOR shall maintain a "Satisfactory" Rating from all applicable regulating entities in San Diego County including the California Public Utilities Commission (PUC) and local taxicab regulating authorities for both components of a terminal inspection, driver records, and vehicle maintenance.
- c. FACT Inspections. FACT reserves the right in its sole discretion AT ANY TIME to review maintenance records, and to inspect and reject temporarily or permanently, by notice to CONTRACTOR, any vehicle CONTRACTOR utilizes which FACT deems unacceptable due to cleanliness, appearance, mechanical failure, or safety concerns. In the event any vehicle is rejected temporarily by FACT as a result of deficient vehicle condition or appearance, CONTRACTOR shall take immediate action to address that condition or appearance.
- d. Defects. Revenue Vehicles shall not be operated with defects or other required repairs that make them unsafe to operate.
- e. Records. CONTRACTOR shall be responsible for having all maintenance work, both mechanical and body, performed on all vehicles utilized in the provision of service associated with FACT. Maintenance work shall include, but not be limited to, all parts, labor, and lubricants. Vehicles shall be maintained by experienced maintenance personnel provided by CONTRACTOR. FACT may inspect any vehicle at any time. CONTRACTOR shall allow FACT, or its designated agent, access to CONTRACTOR's facilities and records for the purpose of monitoring CONTRACTOR's maintenance performance as FACT deems necessary. FACT shall be permitted to view and copy any vehicle maintenance records, inspect vehicles, and request CONTRACTOR personnel to drive vehicles and/or position the vehicles to inspect the undercarriage, as is necessary to evaluate the condition of vehicles used in the performance of the FACT Services.

CONTRACTOR shall adopt (or incorporate) and maintain a formalized preventive maintenance program for all vehicles in conformance with manufacturer's preventive maintenance schedules, state law, industry standard practices, and any additional maintenance required by FACT. CONTRACTOR's preventative maintenance program for any vehicle that is used in the performance of this Agreement, shall include, at a minimum, the chassis manufacturer's recommended maintenance schedule (severe/hard use or heavy-duty schedule), unless otherwise made more stringent elsewhere by a written agreement.

14. MECHANICAL MAINTENANCE

- a. Mechanical maintenance will be performed according to published Original Equipment Manufacturer (OEM) service intervals.
 - i. CONTRACTOR is required to conduct a preventive maintenance inspection (PMI) on every vehicle operated under this Agreement as per the manufacturer's recommendation. PMI shall include a thorough inspection of all components of the vehicle, including lights, battery, heating, ventilation, and air conditioning systems, tires, brakes, steering, suspension, and the wheelchair lift. An oil change (including new filter) and chassis lubrication are also required at the time of the PMI.
- b. CONTRACTOR, at its sole expense, shall provide all lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement required for the operation of all equipment pursuant to this Agreement (including maintenance and repair of all installed equipment). CONTRACTOR shall be fully responsible for the safe and efficient maintenance of all vehicles, radios, and all other equipment to be used to perform this Agreement in strict conformity to all California Highway Patrol (CHP) regulations and other Federal, State, and Local Regulations.
- c. All parts, materials, tires, lubricants, fluids, oils, and procedures used by CONTRACTOR on all vehicles and equipment shall meet or exceed OEM specifications and requirements.
- d. All wheelchair lift-related equipment shall be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational and safe whenever the vehicle is in revenue service. At a minimum, the wheelchair lift shall be cycled daily by drivers or mechanics. At no less frequent an interval than every 3,000 miles lift shall be inspected, cleaned thoroughly, and inspected by the maintenance department. This requirement may be revised to conform to requirements of the wheelchair lift manufacturer.
- e. Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system. CONTRACTOR shall maintain brake systems so as to minimize brake noise. Brakes shall be inspected at an interval no less frequent than every 3,000 miles. Brakes systems may require inspection at more frequent intervals in conformance with manufacturers, or state and federal requirements. No vehicle which has had a brake problem reported shall be placed into Revenue Service until such braking system has been inspected and, if necessary, repaired by qualified maintenance staff.
- f. The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
- g. Heating, ventilation, and air conditioning systems (HVAC) shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times during all revenue service hours. CONTRACTOR shall maintain all components of the air conditioning systems in an operable condition throughout the entire year.

15. VEHICLE REPORTS AND RECORDS

Each vehicle will be inspected by CONTRACTOR to determine if it is safe to operate prior to the vehicle entering Revenue Service. Any deficiencies, concerns, or problems noted with any systems associated with the function of the brakes, steering, or any other safety item shall be inspected and repaired, if necessary, by a qualified mechanic prior to the vehicle being placed into Revenue Service.

- a. CONTRACTOR will maintain a current record containing the following information:
 - i. Vehicle Records
 - make;
 - model and year;
 - vehicle identification number/serial number;
 - license number;
 - unit repairs;
 - date received;

- preventive maintenance reports;
 - daily fleet status reports; and
 - work orders.
- ii. Vehicle Maintenance Inspection Reports. The vehicle record will be a permanent part of the file. The Vehicle Maintenance Inspection Report will be kept for one year. All of these forms will be kept in a file for each vehicle. The "Preventative Maintenance Inspection" Reports will be kept for three years for existing vehicles.

16. CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall be responsible for operation of the transportation services.

CONTRACTOR shall coordinate, manage, and control all necessary program activities which shall include: maintain all vehicles, provide drivers and all project personnel, train personnel as necessary, develop administrative procedures, maintain financial records, and develop methods to improve effectiveness and maximize service efficiency.

CONTRACTOR will obtain and provide all required State and Local permits and ensure that all drivers are properly licensed for the service they are providing. CONTRACTOR must also have all applicable State and Local business licenses or procure the same prior to the start of service.

Service shall be managed by CONTRACTOR in accordance with the laws applicable in the State of California and the guidelines and parameters established by FACT.

17. PERSONNEL

- a. CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees and for meeting any reasonable performance standard described in the Agreement or established by FACT.
- b. Without any expense to FACT the CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance, and social security.
- c. The CONTRACTOR shall hold harmless FACT from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

18. DRIVER STANDARDS AND EXPECTATIONS

CONTRACTOR shall ensure that all drivers:

- a. Act in a professional manner at all times, and are appropriately licensed (including without limitation having a valid State of California Class C Driver's License, or as required per vehicle type being operated), qualified, competent, and courteous.
- b. Protect client confidentiality, avoid offensive language/topics, maintain an appropriate professional relationship, and treat clients with respect.
- c. Wear, or have visible, easy-to-read proper company identification.
- d. Be clean and maintain a neat appearance at all times.
- e. Exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle.
- f. Provide assistance as necessary to or from the main door of the place of destination.
- g. Assist the passengers in being seated, including the fastening of the seat belt when necessitated by the client's condition or if requested, and with reasonable amounts of baggage.
- h. Confirm, prior to allowing any vehicle to proceed that:
 - A. Passengers are properly secured by their seat belts
 - B. Wheelchairs are properly secured to the vehicle
 - C. Passengers in wheelchairs are properly secured in their chairs

- i. Provide an appropriate level of assistance to clients when requested, as noted in the client's file, or when necessitated by the client's mobility status and personal condition, including:
 - A. Curb-to-curb
 - B. Door-to-door (only when approved by FACT)
 - C. Door-through-door (only when approved by FACT)
 - a. For residences, this applies to the exterior door of the residence.
 - b. For healthcare facilities, this applies to the street level main reception desk of the facility.
 - D. Hand-to-hand (only when approved by FACT)
- j. Provide support and direction to passengers as required by the client's mobility status and physical condition, such as:
 - A. Movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift.
 - B. Stowage by the driver of mobility aids, folding wheelchairs, and handling up to four (4) grocery bags and other reasonable items.
- k. Prohibitions. The following are general rules and regulations that all drivers should follow. FACT shall be able to request that specific driver(s) be replaced (or removed from FACT transportation program service) for failure to follow the "Driver's Rules and Regulations" or other reasonable cause.

CONTRACTOR shall require drivers or driver's assistants not to:

- A. Make sexually implicit or explicit comments, or solicit sexual favors, or engage in sexual activity.
- B. Respond to or encourage a passenger's sexually implicit or explicit comments, or solicitation of sexual favors, or attempted engagement in sexual activity.
- C. Solicit or accept controlled substances, alcohol, or medications from clients or passengers.
- D. Solicit or accept money or other items of value from clients or passengers, including tips.
- E. Use alcohol, narcotics, or controlled substances, or be under their influence while on duty. Prescribed medication(s) or other substances which have the potential to adversely affect job performance can be used by a driver as long as:
 - a. The subcontractor has written documentation from a medical provider licensed to prescribe that the driver's current prescribed medication(s) and other substances which have the potential to adversely affect job performance will not impact the ability of the driver.
 - b. The driver's duties can still be performed in a safe manner.
- F. Eat food or consume any beverage, other than water, in a closed container, while operating the vehicle or while involved in client assistance.
- G. Give food or beverages to clients.
- H. Smoke in vehicles used in the performance of this Agreement. Drivers shall enforce this policy with passengers.
- I. Wear any type of headphones while on duty.
- J. Be responsible for passenger's personal items.
- K. Operate a moving motor vehicle while holding a wireless communication device subject to CA Vehicle Code § 23123.
- L. Attempt to influence or restrain clients, their families/guardians, or medical providers from making complaints or reports regarding transportation. This includes refusing to give contact information.
- M. Attempt to influence clients, their families/guardians, or medical providers to obtain additional business.

19. DRIVER QUALIFICATIONS, EXPECTATIONS, AND TRAINING

CONTRACTOR shall ensure that:

- a. Drivers have a valid driver's license, ADR (Abstract of Driving Record), and insurance before providing client services.
- b. Background Check. A background check of each person shall be conducted prior to the hiring of any person as a vehicle operator. The background check shall include, at a minimum, a Motor Vehicle Record (MVR) report and a report from a third-party organization experienced at searching for any record of criminal convictions. For continuing employees, CONTRACTOR shall perform a re-check every two (2) years. If a re-check of an employee reveals a felony conviction

within the past seven (7) years, or more than two (2) moving violations or chargeable accidents within the previous two (2) years, CONTRACTOR shall remove such employee from service under the Agreement.

- c. Drug and Alcohol Testing. Employment shall not be offered to any person who fails to successfully complete drug and alcohol testing; fails to successfully complete a physical examination tailored to the specific position involved; has been convicted of a felony within the past seven (7) years; or fails to meet the specific requirements for the position involved, as established in this Agreement. CONTRACTOR shall maintain random testing information and make it available for FTA reviews/audits.
- d. The service is conducted with the highest regard for passenger safety, security, and comfort. Drivers shall follow the practices set forth in the National Safety Council Defensive Driving Course or equivalent.
 - A. Cardio-pulmonary resuscitation (CPR)/First Aid
 - B. Passenger assistance training, such as ADAPT or PAT
 - C. Fire suppression
 - D. Drivers are enrolled in CONTRACTOR's DMV Pull-Notice program.
- e. All documentation listed or required by this Agreement is readily accessible.
- f. All Taxi Cab Operators must comply with all of the MTS and/or San Diego County Sheriff's Office Requirements for receiving a Taxi Cab Driver's Identification Card and must remain in compliance with California Government Code § 53075.5, the San Diego County Code of Ordinances, Chapter 3, and any other required city ordinances and regulations.
- g. Any driver or dispatcher is prohibited from providing or facilitating any service under this Agreement if there is any indication that the driver may pose a risk to FACT clients.

20. DRIVER COMPLAINTS

If CONTRACTOR of the transportation provider received complaints regarding a particular driver, and it is determined that the driver may pose an imminent risk to clients, the CONTRACTOR shall:

- a. Immediately remove that driver from transporting clients, pending further review.
- b. Investigate the matter further, to determine the level of risk, if any, to clients posed by that driver.
- c. Determine further steps to be taken, which may include:
 - A. Further Driver training;
 - B. Selective assignments so that the Driver poses a lower risk to clients;
 - C. Temporary suspension;
 - D. Permanent suspension from driving clients;
 - E. Referral to civil authorities, such as licensing or law enforcement as Necessary.
- d. Complaint Initiated Verifications. When a client makes a complaint about the qualifications, safety, or suitability of a driver, CONTRACTOR shall:
 - A. Verify the qualifications of, and investigate the safety and suitability of the involved driver.
 - B. Comply with the requirements of this part of the Agreement.
 - C. Immediately remove drivers found not meeting the terms of this Agreement or applicable regulatory requirements from serving clients.
 - D. Prohibit drivers from transporting clients until deficiencies are documented, corrected, and the driver is re-verified.
- e. Driver Verifications. CONTRACTOR shall:
 - A. Verify that drivers used in the provision of services under this Agreement meet the terms and conditions of this Agreement and applicable regulations. These verifications may be done simultaneously with CONTRACTOR's Vehicle Inspections.
 - B. Keep a list of drivers used for this Agreement. This list shall be updated monthly. For each driver, CONTRACTOR shall note the last date that the driver met the qualifications required by this Agreement.
 - a. Ensure that each qualification met can be verified by original documentation.

- b. Add other requirements to this list as appropriate.
- C. Verify annually that each driver used for this Agreement meets the terms and conditions of this Agreement, including, but not limited to, reviewing the Abstract of Driving Record, training and testing as required by federal and/or state regulations, and checking criminal background.
 - a. The verification must include as a minimum both field- verification involving face-to-face contact with drivers and also verifications of billings to assure that the performing drivers are properly qualified under this Agreement.
 - b. Drivers not passing these verifications shall be immediately removed from serving clients. Each driver shall be re-verified before they serve clients under this Agreement.

21. VEHICLE DISPATCHING AND TELEPHONE RESERVATIONS

CONTRACTOR shall utilize a systematic method to schedule and transport passengers. The method should be capable of accommodating both advance reservations and requests for immediate service and of integrating all demand for service into efficient vehicle trips that maximize productivity.

22. SAFETY PROGRAM

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operations personnel, and the vehicles and equipment are maintained at the highest possible level. CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements.

23. ACCIDENT AND INCIDENT PROCEDURES

CONTRACTOR shall develop, implement, and maintain formal procedures to respond to accidents, incidents, and service interruptions. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in service vehicle failures, and lift failures and shall be included in the FACT Accident & Incident Report Forms attached hereto.

24. RECORDS, REPORTING AND INVOICING

The following records will be maintained and provided to FACT on a mutually agreed upon schedule:

- a. Trips Sheets/ Logs
 - Driver name and vehicle number;
 - Total daily passenger counts, by passenger name, origin, and destination addresses and fare;
 - Scheduled and actual pick-up and drop-off times and locations;
 - Unusual occurrences;
 - Complaints, no-shows, excessively late trips, late cancellations, and missed trips;
 - Accidents.
- b. Monthly Invoice
 - A. CONTRACTOR shall submit a monthly invoice to FACT for the services rendered during the reporting period. Each invoice is due 15 days after the end of the month.
 - B. All invoices and related records will be available for inspection and/or independent audit.

25. INSURANCE

CONTRACTOR is to acquire the following insurance coverage:

CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

- a. Workers' Compensation Coverage. CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, CONTRACTOR shall require any and every subcontractor to similarly maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by FACT at least thirty

(30) days prior to such change. The insurer shall agree to waive all rights of subrogation against FACT, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for FACT.

- b. **General Liability Coverage.** CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. Such insurance shall be primary to any other similar insurance, shall name FACT as additional insured, and shall contain a provision stating that the insurance carrier will provide thirty (30) day advance notification of cancellation of such insurance. If a commercial general liability insurance form or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work to be performed under this Agreement.
- c. **Automobile Liability Coverage.** CONTRACTOR shall maintain liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than 1.5 million dollars (\$1,500,000) combined single limit for each occurrence.
- d. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of the sections below.
 - A. "FACT, its Board of Directors, officials, employees, agents, representatives and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 - B. This policy shall be considered primary insurance with respect to FACT, its Board of Directors, officials, employees, and agents, and any insurance maintained by FACT, shall be considered excess insurance only and shall not contribute with this policy.
 - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - D. The insurer waives all rights of subrogation against FACT, its Board of Directors, officials, employees, agents, and volunteers.
 - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to FACT, its Board of Directors, officials, employees, agents, and volunteers.
 - F. The insurance provided by this policy shall not be suspended, voided, cancelled, or reduced in coverage or limits except after thirty (30) days' written notice has been received by FACT.
- e. **Modification of Coverage.** FACT reserves the right at any time during the term of the proposed contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days written notice.
- f. **Failure to Procure Insurance.** CONTRACTOR's failure to procure or maintain required insurance shall constitute a material breach of contract under which FACT may immediately terminate their existing or proposed contracts.

26. LEGAL AND REGULATORY REQUIREMENTS

The laws of the State of California shall govern all the rights and duties of CONTRACTOR under this Agreement.

PROJECT DELIVERABLES

Based on the needs FACT's services:

- CONTRACTOR will:
- Respond to FACT trip requests via software; client reservations will be made through FACT. Reservations will be confirmed with the provider and rider on the same day when possible.
- Provide curb-to-curb transportation, during the agreed upon days and hours. FACT will broker trips to the most appropriate CONTRACTOR.
- Accommodate A Personal Care Attendant (PCA) and or service animal as requested.
- Be responsible for drivers, vehicles and equipment, insurance, dispatching and routing, collecting rider fares, reporting, and invoicing, etc.
- Comply agreement requirements and terms throughout the project. The third-party contractor, the VENDOR is subject to all FACT, SANDAG, and FTA requirements and agreement terms as grantee.

MILESTONES

DELIVERY DATE	TASK
TBD	TBD

ATTACHMENTS

Attachment A – SAMPLE FACT MOU

Attachment B – BEST PRICE FORM

HELPFUL LINKS

[FACT Website](#)

TERMS & CONDITIONS

- A standard agreement will be executed between FACT and the selected third-party contractor.
- Any third-party contract entered into as a result of FACT's grant agreements shall contain all the provisions stipulated in FACT's agreements to be applicable to FACT third-party contractor.
- Payment: Net 30 upon receipt of final invoice from third-party contractor

DATES

- Questions period: Ongoing
- Proposals: Accepted throughout the year