

REQUEST FOR QUALIFICATIONS

For

Senior Citizens Transportation Services



CITY OF SAN RAMON

PARKS & COMMUNITY SERVICES DEPARTMENT

Issued: January 25, 2021

SOQ Deadline: February 25, 2021 at 3:00 p.m.

to

**Parks & Community Services
San Ramon City Hall
7000 Bollinger Canyon Road
San Ramon, CA 94583**

**Attn: Christina Franco
City Clerk**

**CITY OF SAN RAMON
REQUEST FOR QUALIFICATIONS**

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CITY OF SAN RAMON REQUEST FOR QUALIFICATIONS

The City of San Ramon (“**the City**”) requests a statement of qualifications (“**SOQ**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for Senior Citizens Transportation Services within the City of San Ramon.

1. ABOUT THE CITY

The City is a charter city located in Contra Costa County, with an estimated population of 79,000. Additional information about the City is available online at <http://www.sanramon.ca.gov/>.

2. THE SERVICES

A. Summary. The City requires a contractor to provide Senior Citizens Transportation Services (“**Services**”) for the City of San Ramon Parks & Community Services Department. The Contractor will provide drivers to operate a seven (7) or sixteen (16) passenger van provided by the City of San Ramon to transport senior patrons between specified locations using an established schedule and on special trips by dispatch or prior arrangement. Respondent will also provide, on as needed basis, replacement vehicles to conduct the required service.

B. Form of Agreement. A copy of the City’s standard professional services agreement (“**Agreement**”) is attached hereto as **Attachment A** and incorporated herein. By submitting an SOQ, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting an SOQ, the Respondent represents that it is fully qualified and available to provide the Services as set forth in the Scope of Services, and that it agrees to provide those Services as specified if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR QUALIFICATION PROCEDURES

A. Requests for Information. Questions or objections relating to the RFQ, the attachments hereto, the RFQ procedures, or the required Services may only be submitted via email to Jordan Foss, Administrative Analyst, at jfoss@sanramon.ca.gov by 5:00 p.m., February 23, 2021 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. An optional Pre-Submittal Meeting will be held on February 19, 2021, from 11:00am to 12:00pm on Zoom at the following link: <https://cityofsanramon.zoom.us/j/93072528269?pwd=K0I4WFY4NHREZmRpNVlvaUJldlNudz09>. Prospective Respondents will have the opportunity to ask questions about the RFQ and the required Services. Attendance will be taken at the Pre-Submittal Meeting and Respondents will need to provide an email address for the Respondent’s representative for receipt of any subsequent addenda.

C. Submittal Instructions. SOQs must be **received** by the City by or before February 25, 2021 at 3:00 p.m. (“**SOQ Deadline**”). Respondent must submit one original and two (2) identical copies of the SOQ in a sealed envelope labeled with Respondent’s name and return address, marked “SOQ for Senior Citizens Transportation Services,” and addressed as follows:

City Clerk
 City of San Ramon
 7000 Bollinger Canyon Road
 San Ramon, CA 94583

The SOQ may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the SOQ Deadline. Late submissions received after deadline will be disregarded. Postmarked submittals will not be accepted.

D. Planned RFQ Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the SOQ Deadline, and may be amended by addenda to this RFQ:

ACTIVITY	PLANNED DATES/TIME
RFQ Issued	January 25, 2021
Pre-Submittal Meeting	February 19, 2021
Request for Information Deadline	February 23, 2021
SOQ Deadline	February 25, 2021, 3:00 PM
Interviews (if requested by City)	Week of March 8, 2021
Notice of Selection	March 16, 2021
Council Approval and Award	TBD
Commence Services	July 1, 2021

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this SOQ, including modifications to the SOQ Deadline or to the Attachments to this SOQ. Addenda will be posted on the City’s website at http://www.sanramon.ca.gov/our_city/bids_rfp. Each Respondent is solely responsible for checking the City’s website for addenda, and for reviewing any and all addenda before submitting its SOQ.

4. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. Each SOQ must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the SOQ. SOQs should not exceed ten (10) one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting an SOQ, the Respondent agrees that the pricing and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for sixty (60) days following the SOQ Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) Type of organization (e.g. corporation, partnership, etc.);
- (3) A summary of general information about Respondent and the types of services it provides in relation to the Services required by the City; and
- (4) Contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFQ; and

INCLUDE THE STATEMENTS BELOW:

- (5) Respondent agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFQ. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Respondent specifically acknowledges receipt of the following addenda:

Addendum: Date Received:

01 _____

02 _____

; and

- (6) Respondent has read and understood the insurance requirements outlined in Attachment A, Section 17 and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFQ, particularly

with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key administrative personnel that will be assigned to provide the Services and for each, include essential training and experience. Identify sub-consultant or subcontractor, by name, address, and website if any, that will be involved with providing the Services, including the proposed role for each such sub-consultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a detailed price proposal that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, etc.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services requested and how that approach will offer value to the City including the number of vehicles within the Respondent's fleet and the number of drivers employed by the Respondent at the corresponding local office..

G. References. Respondent must provide three references to agencies with whom they have provided similar services as identified in the RFQ.

5. EVALUATION

The factors that the City will consider in evaluating SOQs are as follows:

- | | |
|----------------------------|-------------|
| • General qualifications | 1-20 points |
| • Relevant experience | 1-15 points |
| • Proposed staffing | 1-15 points |
| • Pricing | 1-15 points |
| • Proposed approach | 1-10 points |
| • References | 1-10 points |
| • Interview (if requested) | 1-10 points |

6. SELECTION AND AWARD

A. Review. SOQs will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the SOQs will be ranked based on total scores to identify the SOQ that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous SOQ to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the most advantageous SOQ. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at http://www.sanramon.ca.gov/our_city/bids_rfp, and which may also be emailed to each Respondent that submits an SOQ.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to Christina Franco, City Clerk at cityclerk@sanramon.ca.gov and copy Jordan Foss, Administrative Analyst, at jfoss@sanramon.ca.gov, and must clearly specify the basis for the protest. The protest will be reviewed by the Department Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each SOQ becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its SOQ. The City reserves, in its sole discretion, the right to reject any and all SOQs, including the right to cancel or postpone the RFQ or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in an SOQ or submission of an SOQ. The City reserves the right to reject any SOQ that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFQ. This RFQ process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFQ if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "Act"), and each SOQ submitted to the City is subject to disclosure as a public record, unless the SOQ or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its SOQ is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting an SOQ, a Respondent

agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the SOQ or any portions thereof.

Attachments:

Attachment A – Form of Agreement

Attachment B – Scope of Services

Attachment A – Form of Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SAN RAMON AND
CONTRACTOR
FOR
SENIOR CITIZENS TRANSPORTATION SERVICES**

This is an Agreement between the City of San Ramon, a municipal corporation, (“CITY”) and (*Contractor*), (“CONTRACTOR”) together referred to as the “Parties.”

RECITALS

WHEREAS, CITY solicited Statement of Qualifications (“SOQ”) by Request for Qualifications for senior citizens transportation services within CITY limits;

WHEREAS, after a review of all SOQs submitted pursuant to said Request for Qualifications, CONTRACTOR’s qualifications on the project was accepted by the CITY;

WHEREAS, CONTRACTOR is qualified and willing to provide such professional assistance;

WHEREAS, the City Council has authorized the Mayor to enter into an agreement for professional senior citizens transportation services within CITY limits by adopting Resolution No. **20XX-XX on DATE APPROVED BY CITY COUNCIL**.

NOW, THEREFORE, in consideration of the mutual promises set forth, CITY and CONTRACTOR agree as follows:

1. **Award of Agreement.** In response to the Request for Qualifications, Contractor has submitted a SOQ, attached hereto as Exhibit B, to perform the Work as set forth in the Request for Proposal, Attachment B – Scope of Work. On _____, 20____, City authorized award of this Agreement to Contractor for the amount set forth in Section 6, below.
2. **Agreement Documents.** The RFQ Documents incorporated into this Agreement include and are comprised of all of the documents listed below.

Sections

- 2 The Services
- 3 Request for Qualifications Procedures
- 4 SOQ Requirements
- 5 Evaluation
- 6 Selection and Award
- 7 Miscellaneous

3. **Scope of Service.** The scope of service covered by this Agreement including mandatory time frames for performance, deadlines for providing deliverables to CITY, and the maximum fee for each item under this Agreement is attached hereto as Exhibit A and incorporated herein by reference.

CONTRACTOR shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to provide the services required hereunder.

4. **Modification of Agreement.** CITY may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by CITY'S designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither CITY'S request nor CONTRACTOR'S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the amendment by CITY shall constitute authorization to proceed with the work identified therein.
5. **Time of Performance.** CONTRACTOR'S performance shall be completed by June 30, 2023. CONTRACTOR may commence work as of the date authorized by CITY'S Project Manager which date may be prior to execution of this Agreement.

However, CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

CITY shall have the option to renew this Agreement for not more than THREE (3) successive one (1) year terms, upon the same terms and conditions as provided in this Agreement for a total term of five (5) years. Any extension or amendment must be in writing and fully executed by both parties to take effect.

6. **Compensation.** CITY agrees to pay CONTRACTOR at the rates set forth in Exhibit A, and incorporated herein, in a sum not-to-exceed ***SPELL OUT DOLLAR AMOUNT HERE (\$XX,XXX.XX)***. No compensation shall be made in excess of this amount. This amount includes any and all costs and reimbursable expenses as specified in Exhibit A.

Upon completion and acceptance of the deliverables CONTRACTOR shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

7. **Designated Representatives.**
 - a. CITY designates Becky Adams, Program Manager, or her designee, as its representative in all matters under this Agreement.
 - b. CONTRACTOR designates *Contact Title, Contact Name* as its Project Manager for this Agreement. CONTRACTOR may designate a different Project Manager only with prior written authorization from CITY.
8. **Cooperation of the City.** CITY shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.
9. **Independent Contractor.** CONTRACTOR is an independent contractor, controlling the means and manner of work, and shall not for any purpose be deemed to be an employee, agent, or other representative of CITY. Services called for herein shall be deemed to be

unique. CONTRACTOR shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of CITY.

10. Out of State Business. If CONTRACTOR is an out of state business and does not have a local office within the State of California, CONTRACTOR shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state contractor fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.

11. Proprietary or Confidential Information. CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private, proprietary or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.

CONTRACTOR agrees that all confidential information disclosed to CONTRACTOR by CITY shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.

12. Work Product. The work product of CONTRACTOR in performing this Agreement shall become the property of CITY. However, copies of such work product shall be provided to CITY not only as a hard copy but an electronic version utilizing Microsoft Word, Access or Excel, and/or Adobe PDF.

13. Financial Records of Contractor. CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit CITY to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by CITY for the last invoice for such services to be provided. When requested by CITY, CONTRACTOR shall make all such records available to CITY within fourteen (14) days of the request.

14. Conflict of Interest. CONTRACTOR shall comply with CITY Resolution No. 2020-017, Conflict of Interest Code, as amended from time to time, and will file all required disclosure statements.

15. Nondiscrimination. CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.

16. Indemnification. CONTRACTOR agrees to defend, hold harmless, and indemnify CITY, its officers, agents and employees from and against any and all losses, liability, or damages

arising out of, in consequence of, or resulting from the negligent or willful acts, or omissions of CONTRACTOR.

CONTRACTOR shall hold CITY harmless and defend any suit or other proceedings brought by CONTRACTOR'S employees, contractors, or agents, either against CONTRACTOR or CITY, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of CITY.

17. Insurance. CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on CONTRACTOR'S bid.

A. Required Insurance. CONTRACTOR shall maintain, at all times, during the term of this Agreement and at CONTRACTOR'S sole cost and expense:

- i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be not less than five million dollars (\$5,000,000).
- ii. Automobile liability insurance (using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent with a limit no less than two million dollars (\$2,000,000). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
- ii. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONTRACTOR shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. This requirement may only be waived by CITY upon written verification that CONTRACTOR is a sole proprietor and does not and will not have employees during the term of this Agreement.

B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premise owned, occupied or used by CONTRACTOR; or

automobile owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.

- ii. For any claims related to this project, CONTRACTOR'S insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
- iv. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the term of this Agreement;
- v. Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- vi. Expressly provide that CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY and that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY;
- vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to CITY.
- viii. Certificate Holder. The certificate holder shall include CITY and sent to the address as indicated in Section 20 (Notices) of this Agreement.
- ix. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.

C. Verification of Coverage. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

D. Subcontractors. CONTRACTOR shall include all subcontractors as insured under its policies. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Insurer's Qualifications. All insurance required under this section and all renewals of this agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.

F. Excess Insurance. If CONTRACTOR maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

PLEASE INITIAL:

_____ CONTRACTOR has read and understands the insurance requirements outlined above and hereby affirms that (1) the cost of providing such insurance has been incorporated in CONTRACTOR's compensation, and (2) that CONTRACTOR has confirmed that CONTRACTOR will obtain the required insurance coverages upon execution of the Agreement.

18. Termination on Notice. CITY may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar days written notice to CONTRACTOR. In the event of termination without cause, CITY shall pay all outstanding charges for services performed and approved by CITY as of the date of termination. Termination shall not extinguish any outstanding performance obligations under this Agreement, including but not limited to, making financial records available for review, return of any private or confidential information, warranties, or mutual indemnities.

19. Suspension of Performance. For the convenience of CITY or because of events beyond the control of CITY, CITY may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR'S compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.

20. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via prepaid U.S. certified or registered postage, addressed to recipient as follows:

To CITY:
City of San Ramon

Attn: City Clerk

7000 Bollinger Canyon Road
San Ramon, CA 94583

To CONTRACTOR:
Contractor

Attn: *Contact Name*
Contact Title

Address
Address

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

21. Commencement, Completion and Closeout. Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right CITY may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to CITY a final billing to include all costs, charges, and claims in connection with the completed work. CITY shall not be required to pay for any work or claims not included on the aforementioned final billing.

- 22. Jurisdiction, Venue, and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.
- 23. Signatures and Counterparts.** This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, electronic, facsimile, and scanned signatures shall be binding the same as originals.
- 24. Entire Agreement of Parties.** This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by CONTRACTOR to CITY and contains all of the representations, covenants and agreements between the parties as to the rendering of those services. In the event of a conflict between the body of this Agreement and its Exhibits, the terms of the body of this Agreement shall govern.

Signatures intentionally omitted

Attachment B – Scope of Services

Overview

The City of San Ramon offers numerous programs and services for adults over the age of 55. The majority of these programs take place at the Alcosta Senior and Community Center (“Center”) located at 9300 Alcosta Blvd., San Ramon, CA 94583. The senior van program is essential for enabling elder seniors’ transportation to the Center in order to participate in the many programs and services offered at the Alcosta Community & Senior Center.

Over 1,000 van trips were completed in 2019 to transport members to the Center. Many older residents no longer drive and depend on the Center vans to transport them to the center for programs, activities, daily lunch, and weekly day trips.

The primary purpose of the service is to provide door-to-door transportation service to/from the Center and the homes of senior residents residing within the City of San Ramon. The Senior Express Van operates each weekday, Monday-Friday, excluding observed holidays. The van departs the Center at approximately 8:30am and picks up individuals who requested the transportation service at their homes. The return trip in the afternoon varies between 1:00pm and 3:15pm and is subject to change.

The Senior Express Van is also utilized to provide day trips once weekly throughout the greater San Francisco Bay Area – usually within an approximately 50-mile radius of San Ramon. The City will plan the trips and provide a trip ambassador, who will act as the coordinator between City staff and the day trip participants. The driver will provide driving services to the designated location, dropping off the participants at the closest designated unloading zone. The driver will be provided with a trip schedule outlining all details. The driver will be expected to park the van in an appropriate location after drop off. While the participants are enjoying the activity, the driver does not have any responsibility to the participants and is not required to accompany them. At the designated time, the driver will pick up the participants at the designated location and return to San Ramon. Individuals attending the trips must be able to participate independently or attend with their own aide.

Details

Provide a daily driver for pick-up and take-home utilizing the CITY owned seven (7) passenger (small bus type I) or sixteen (16) passenger van (large bus type III). If a CITY vehicle becomes unavailable for any reason, the Contractor would need to provide a vehicle of similar size and functionality to accommodate the established need.

Provide a driver for the scheduled weekly excursions throughout the Bay Area utilizing the CITY owned sixteen (16) passenger van.

Drivers will be required to operate the wheelchair lift to accommodate those in need of assistance boarding or disembarking the vehicle.

Drivers will be required to provide door-to-door services, as needed, for patrons and provide assistance with personal items, assistive devices, and assistance up the stairs, and other like needs.

Perform routine safety check of vehicles; note and report safety or mechanical problems including conducting daily pre-trip and post-trip inspections using CITY's or CONTRACTOR'S approved daily inspection forms.

Ensure that the interior of the vehicles are maintained in a professional, clean, sanitary and safe manner at all times while in CONTRACTOR'S use.

Establish the most efficient pick-up and drop-off routes, daily, beginning in east San Ramon based upon the sign-ups provided by the CITY. All routes will begin and end at the Alcosta Senior and Community Center.

Establish and maintain safe and legal driving practices, adhering to California Vehicle Codes, and Department of Motor Vehicles requirements while driving CITY vehicles.

Provide CITY with required documentation (Monthly Random Pull Notices, etc.) on a monthly basis or upon request.

Determine most efficient pick-up and drop off route utilizing a participant list provided by the Alcosta Senior and Community Center staff.

Insurance

CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on CONTRACTOR'S bid.

- A. Required Insurance.** CONTRACTOR shall maintain, at all times, during the term of this Agreement and at CONTRACTOR'S sole cost and expense:
- i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be not less than five million dollars (\$5,000,000).

- ii. Automobile liability insurance (using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent with a limit no less than two million dollars (\$2,000,000). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
- iii. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONTRACTOR shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. This requirement may only be waived by CITY upon written verification that CONTRACTOR is a sole proprietor and does not and will not have employees during the term of this Agreement.

B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premise owned, occupied or used by CONTRACTOR; or automobile owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.
- ii. For any claims related to this project, CONTRACTOR'S insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
- iv. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the term of this Agreement;

- v. Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- vi. Expressly provide that CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY and that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY;
- vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to CITY.
- viii. Certificate Holder. The certificate holder shall include CITY and sent to the address as indicated in Section 20 (Notices) of this Agreement.
- ix. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.

C. Verification of Coverage. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

D. Subcontractors. CONTRACTOR shall include all subcontractors as insured under its policies. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Insurer's Qualifications. All insurance required under this section and all renewals of this agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.

F. Excess Insurance. If CONTRACTOR maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

Requirements

CONTRACTOR'S Drivers must possess the following requirements:

- A. Demonstrate knowledge, skills, and abilities in the paratransit/transportation field and ADA requirements;

- B. Demonstrate knowledge of safe driving practices, California Vehicle Code, and Department of Motor Vehicles requirements for commercial drivers;
- C. Maintain ongoing driver training program.
- D. Maintain new driver orientation and training program: including classroom and behind the wheel testing.
- E. Ensure that all drivers understand and adhere to all City policies including background checks, mandated reporting policies, and reporting procedures involving CITY vehicle and accident procedures;
- F. Develop and maintain good working relationships with City staff, service patrons, and their families. Encourage and maintain positive public relations and responsive customer service at all times.
- G. Keeps complete and accurate records of transit activities;
- H. Demonstrate a basic understanding of CPR and First Aid techniques;
- I. Reads, understands, and acknowledges policies, and procedures;
- J. Understand and carry out verbal and written instructions;
- K. Determine problems and notifies superiors of possible solutions;
- L. Lifts/pushes the equivalent of 50 lbs. to negotiate customers in wheelchairs and ramps;

CONTRACTOR must provide proof of the following to the CITY prior to and throughout the duration of a driver operation of CITY vehicles:

- Establish and maintain pre-employment drug testing, pull notices & proof of entry into pull program;
- Provide proof of random drug testing;
- Record of Reasonable Suspicion training;
- Record of employee training checklist;
- Provide a copy of California Class B Driver's License or equivalent;
- Provide current medical certification and DMV medical certification acceptance records.

Note: Only drivers who have met all of the aforementioned requirements and have the records on file with the CITY are allowed to drive vehicles owned by the City of San Ramon.

Fee Schedule

Provide a breakdown of rates as described below:

- Hourly rate for driver for the use of CITY owned vehicles
Hourly rate for the use of CONTRACTOR vehicle and driver transporting senior patrons
- Hourly rate for the use of CONTRACTOR vehicle and driver transporting non-senior patrons

Note: All hourly costs are to be inclusive of driver's payroll wages, payroll taxes, workers' compensation, social security, and medical benefits, as applicable.

Example Fee Schedule Template: City of San Ramon Fee Schedule		
Hourly Rate for Driver using CITY Owned Vehicle for Senior Passengers	Hourly Rate for Contractor Vehicle and Driver transporting <u>senior patrons</u>	Hourly Rate for Contractor Vehicle and Driver transporting <u>non-senior patrons</u>