



**RFP-Functional Assessments 2012-2015**

Request for Proposals:

Providing Functional Assessments to Determine Eligibility for ADA Paratransit Services

Notice is hereby given by the City of Santa Rosa (City) that it will receive sealed proposals for the procurement of the following services:

Furnishing the scheduling call center and staff, qualified assessment staff, an online database of client determinations accessible by the contracting entity, and supervision to determine ADA Paratransit eligibility. For Santa Rosa, the assessments will be held on Mondays and Thursday at the Transit Operations Building in Santa Rosa.

Sealed Proposals will be accepted until 3:00 PM on May 3, 2012 at Santa Rosa City Hall and will be addressed to:

Michael Ivory  
Transit Planner  
100 Santa Rosa Avenue room 6  
Santa Rosa, CA 95404

Proposals are to be submitted in sealed envelopes clearly marked "2012 FUNCTIONAL ASSESSMENT PROPOSAL", together with all required submittals. Proposals which are incomplete or improperly submitted will not be considered. After 3:00 PM on May 3, 2012 all proposals properly submitted will be collected and subsequently evaluated. Please note that electronic submissions or facsimiles WILL NOT be accepted.

No respondent may withdraw his/her proposal within 30 days after the actual date of the opening.

It is the intention of the City to enter into negotiations with the proposer submitting the most advantageous proposal to the City to reach a final agreement. The determination of the most responsive proposal will be made by the Deputy-Director of the Transit Division. The City reserves the right to reject any and all proposals, or to accept the proposal deemed most advantageous to the City. No proposals, alterations, or modifications to proposals shall be allowed after the proposal submittal deadline. The City shall bear no responsibility for costs incurred by respondents in preparation of the proposals.

Anita Winkler

Deputy-Director of Transit

# **Request for Proposals**

## **Functional Assessments to Determine Eligibility for ADA Paratransit Services**

**City of Santa Rosa Transit**

**100 Santa Rosa Avenue Room 6**

**Santa Rosa, California 95404**

# Table of Contents

	<b>PAGE</b>
Introduction .....	3
General Project Description .....	3
General Responsibilities of the Contractor .....	3
General Responsibilities of the Entity .....	4
Background Information .....	4
Scope of Services .....	6
Eligibility Assessment Process .....	6
Description of Program.....	6
Deliverables .....	7
Application, Certification, Denial and Enrollment Process.....	8
The Functional Assessment .....	9
Facilities and Equipment .....	9
Accessible Information and Documents .....	11
Accommodation of Other Languages .....	11
Scheduling Assessment Appointments .....	11
Evaluation Determination Schedule .....	11
Staff Requirements.....	11
Meetings.....	12
Required Reports .....	13
Applicant and Client Database .....	13
Audits .....	13
Emergency Policies and Procedures.....	14
Proposal Content .....	14
Pre Proposal Conference .....	15
Submission of Questions and Proposals.....	15
Proposal Evaluation and Contractor Selection .....	16
Evaluation Procedure .....	16
Compensation and Method of Payment Compensation .....	16
Insurance Requirements .....	17
Overall Project Schedule.....	17
EXHIBIT A – Insurance Agreements .....	18
EXHIBIT B – Sample Cost Proposal.....	20
EXHIBIT C – Sample Entity Professional Services Agreements .....	21
EXHIBIT D – Sample Eligibility Application.....	51

# **Request for Proposals**

## **ADA/Paratransit Eligibility Contractor**

### **Introduction**

The City of Santa Rosa (City) currently has a contract with a contractor to perform the ADA Paratransit eligibility certification services which will end on June 30, 2012. The City is seeking proposals from qualified contractors for a new contract. In addition, two other entities, the County of Sonoma, and the City of Petaluma are also seeking proposals for the same services through this Entity request for proposals (RFP).

Proposers should understand that while the scope of services being sought by each Entity are similar, each Entity will negotiate and enter into an agreement with the contractor of its choosing.

### **General Project Description**

The City, the County of Sonoma and the City of Petaluma (Entities) are seeking proposals from qualified proposers to perform the function of Eligibility Certification Contractor for the ADA Paratransit Eligibility Programs. The Entities desire to implement this program on July 1, 2012. The City of Santa Rosa desires to enter into a three year contract with two optional one year extensions. Each other Entity will negotiate its own separate agreement.

### **General Responsibilities of the Contractor**

The Contractor shall be responsible for:

- A. Contacting the individual paratransit provider to schedule the transportation of clients to designated locations for the purpose of performing ADA paratransit functional assessments. Notifying the clients that the individual contracting paratransit provider will contact the client one day in advance of the scheduled Assessment appointment to inform the client the pick-up time.
- B. Conducting specific in-person physical, visual, and cognitive evaluations of clients to determine eligibility for ADA paratransit service.
- C. Making recommendations to Entities regarding the eligibility of clients. Notifying the clients of the evaluation determinations in writing and including a paratransit guidelines book and photo ID in the mailing.
- D. Ensuring that staff and facilities are available to effectively conduct Assessments.

The services described in this RFP require that the Contractor provide the following:

1. Clerical/administrative staff to greet applicants/clients, schedule evaluations, and perform data entry and other miscellaneous duties to manage the administration of the office site.
2. Qualified staff to perform the functional evaluations.
3. Ensure that staff performing services under Entity's agreements are aware of and sensitive to the needs of applicants with disabilities. Contractor's staff must be knowledgeable about medications used to treat a wide variety of disabilities and be qualified to assess functional abilities of individuals with a wide variety of disabilities.
4. The entities reserve the right to review and reject any personnel performing services under their contracts including prime and sub-contractor staff and personnel changes which may occur during the life of the contracts.
5. The entities expect the highest quality services in connection with the Assessments. The Entity may determine that a person performing services under their contracts is not adequately qualified or properly trained and may direct the Contractor to remove such persons from work on their contracts.

## **General Responsibilities of the Entity**

The individual Entities shall be responsible for:

- Providing all background information
- Providing paratransit service, with the contracting paratransit providers, for the transportation of applicant/clients to and from the Contractor's certification facilities, if requested. The individual entities will pay the cost of such transportation services.
- Providing training of Contractor personnel on Entity's bus services and paratransit services and policies.
- Providing marketing materials for display at the Contractor's facility or distributing materials to the applicants.
- Administering the appeals process.

## **Background Information**

The Americans with Disabilities Act (ADA)

The Americans with Disabilities Act of 1990 provides that any public transportation system operating a fixed route service must provide for accessible transportation for

persons with disabilities by: 1) making all fixed route vehicles accessible to persons with disabilities and 2) providing complementary ADA Paratransit service for persons with disabilities that prevent them from using the accessible fixed-route service some or all of the time.

### Current ADA Certification Process

The City currently contracts the performance of Assessments with an outside contractor. The other Entities oversee their own assessment process. Residents obtain eligibility by submitting completed applications to the entities for review and approval. Eligibility is limited to individuals eligible under ADA paratransit eligibility criteria. (see, 49 C.F.R. § 37. [123].

ADA eligibility is valid for a three-year period. The entities routinely send letters to clients in their databases to inform them that their ADA certification will be expiring. If the agency does not receive a response, the client is purged from the database following the certification expiration date.

The United States Department of Transportation has issued regulations pursuant to the ADA which describe the criteria by which persons with disabilities are eligible for paratransit service. Additional information concerning the definition of ADA paratransit eligibility and ADA paratransit service is available on line at:

[http://www.fta.dot.gov/12876\\_3906.html](http://www.fta.dot.gov/12876_3906.html) page 437

There are three categories of ADA eligibility and each can range from full to conditional eligibility. Eligibility limits the provision of paratransit service to conditionally eligible people on a trip-by-trip basis. For example, a person with a developmental disability who is travel-trained to use regular bus service solely between home and work may only be eligible for paratransit services for trips to other destinations. Some persons may have impairment-related conditions that affect them intermittently or which vary greatly from time to time. In these cases, the certification of conditional eligibility would be based on the most limiting aspect of their disability. For example, a person with multiple sclerosis may be certified based on the person's expected functional ability under the most debilitating physical impairment of that person's condition.

Some persons may have impairment-related conditions which in combination with architectural and/or environmental barriers prevent them from getting to or from a particular bus stop. Such persons may be certified conditionally eligible for such specific trips only.

The City estimates approximately 700-900 assessments per year after the process is implemented for the city plus an additional 300 for Sonoma County and 100 for Petaluma. Proposers are requested to remain open to the number of entities involved in this RFP. Each agency will negotiate and enter into an exclusive agreement with the proposer of their choosing.

## **Scope of Services**

In order to ensure that those most in need of paratransit service are able to be accommodated Entities are requesting proposals for a revised eligibility assessment process. The goals for the revised eligibility process are to ensure accessibility to the ADA paratransit program for eligible persons, to support the use of fixed-route service for persons who are able to use it for some or all of their transportation needs, and to provide a fair and equitable process for recommending ADA paratransit eligibility. Paratransit eligibility shall be based on ADA regulations.

Paratransit eligibility shall be based on a functional rather than medical model. Persons shall not be qualified or disqualified on the basis of a specific diagnosis or disability alone. An applicant shall be certified as eligible if, and only if, a person's functional disability prevents the use or navigation of Entity's fixed-route services. A summary of the responsibilities of the Contractor are listed below. A more detailed description follows.

## **Eligibility Assessment Process**

Contractor shall:

1. Respond to all inquiries about ADA eligibility including ADA background material and the paratransit eligibility application itself;
2. Arrange for on-site Assessments;
3. Conduct personal interviews and Assessments;
4. Make recommendations regarding ADA paratransit eligibility and forward to respective entities;
5. Notify applicants of decisions regarding final determination.

## **Description of Program**

The Contractor shall manage the Paratransit Eligibility Certification Program as described herein.

The Contractor shall schedule and conduct in-person interviews with applicants, review applications, and follow-up with each applicant's designated physician as needed. Proposers may suggest an alternative procedure to achieve similar outcome if appropriate.

The Contractor shall determine whether and under which of the ADA-defined eligibility criteria (described herein) an applicant is eligible, any conditions of eligibility that determine whether the duration of eligibility is permanent or temporary, and if temporary, the eligibility expiration date. The Contractor shall also determine the need

for a client to travel with a personal care attendant in order to successfully complete a paratransit trip. The Contractor shall identify conditional, or trip-by-trip, eligibility based on the information available during the application process. For example, the client may be capable of taking a bus that stops near the client's home to certain destinations but not others. Ultimately, the Contractor shall identify specific trips, if any, for which a client is ineligible to use paratransit service, i.e., trips for which the client is capable of using fixed-route transit.

The Contractor shall maintain a client database, statistical information, and submit monthly reports to the each agency. The required reports are further described on page 13 of this RFP.

The goal of the Contractor shall be to ensure that only applicants who meet the eligibility criteria are enrolled for paratransit services.

## **Deliverables**

ADA Eligibility Certification criteria will be based on:

- A. Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable individuals with disabilities.
- B. Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route.
- C. Any person with a disability who has a specific impairment-related condition, which prevents them from traveling to or from a bus stop.
  - Only a specific impairment-related condition, which prevents the individual from traveling to or from a bus stop, is a basis for eligibility under this criterion. A condition, which makes traveling to or from a bus stop more difficult for a person with a specific impairment-related condition than for an individual who does not have the condition, but does not prevent the travel, is not a basis for eligibility under this criterion.
  - Architectural barriers not under the control of the Entity of Santa Rosa and environmental barriers (e.g. distance, terrain, weather) do not, alone, form a basis for eligibility under this paragraph. However, the interaction of such barriers with an individual's specific impairment-related condition may form a

basis for eligibility, if the effect is to prevent the individual from traveling to or from a bus stop.

Paratransit eligibility shall only be conferred to those individuals whose disability *prevents* access to or the use of accessible fixed route services. The age of a person, a language barrier, the duration of a particular trip or the relative difficulty with completing a trip on fixed-route services *is not* a basis for paratransit eligibility.

The Contractor shall adhere strictly to paratransit eligibility as described in the ADA Guidelines in order to ensure that only applicants who are truly eligible receive paratransit services.

## **Application, Certification, Denial and Enrollment Process**

The paratransit service application and certification process is as follows:

1. The Contractor will send letters and an information packet (including a self evaluation form) to all ADA clients prior to their certification expiration date. The Contractor will also send information packets to all new applicants who request information about paratransit services. The packet will include an ADA paratransit eligibility application form, informational brochure and a document describing ADA eligibility criteria to assist the applicant in a self evaluation.
2. After completing the application, the applicant will call the Contractor to arrange for an on-site Assessment. The applicant submits the application at the time of the interview. The Contractor shall review the application for completeness and assist the applicant with minor omissions. Contractor must require the applicant to complete the document before completing the in-person interview.
3. The Contractor shall conduct a confidential interview at the scheduled time and location. Except where disclosure is required by law, Contractor shall maintain the confidentiality of information provided by applicants. The interview is known as the Functional Assessment (described below). The interviewer shall review the application, ask follow-up questions to clarify the information provided, ask additional questions to further assess an applicant's ability to use fixed-route services, and obtain any additional information needed to determine paratransit eligibility, conditional eligibility, temporary eligibility, as well as the eligibility for the applicant to travel with a personal care attendant necessary for the applicant to successfully complete a paratransit trip. In the event that a third party completed the application, the Contractor shall verify that the applicant agrees with the responses provided. The Contractor may utilize an approved alternate procedure to attain the intended eligibility determination.
4. The Contractor will complete a form with their recommendation on ADA eligibility and send to the agency following the assessment within two (2) business days. The report documents will include the eligibility application and recommendation

forms. The Contractor will be available between 8:00 A.M. and 5:00 P.M. Monday through Friday (or other times as specified by staff to consult by phone with the staff if clarifications are required.

5. The Contractor will notify applicants of their eligibility status within 21 days of the in-person assessment. Applicants will be notified by mail after the determination is made. The Contractor will answer all questions from applicants regarding eligibility determinations.
6. Approved applicants shall be notified by the Contractor in writing and receive an I.D. card and Paratransit Rider's Guide, and other necessary documents and information. The paratransit service provider shall be notified that the applicant is eligible and shall be forwarded all client information and documents necessary to facilitate enrollment and establish a complete record for the Paratransit client database.

Denied applicants shall be notified by the Contractor in writing and provided instructions for appealing the determination. The reasons for denial shall be stated, and copies of the application and all information documented during the evaluation process. Additional information regarding denied applicants shall be provided by the Contractor upon request to better support the appeals process.

## **The Functional Assessment**

A description of the actual physical and/or cognitive assessment. It is fully anticipated that entities without direct experience with ADA paratransit eligibility assessments are qualified to respond to this solicitation even if they have not done similar eligibility assessments. In order to learn more about what is involved in a functional assessment, proposers are encouraged to refer to the following link at PROJECT ACTION, which is the federal funded agency that has taken a lead in accessible transportation-related applied research:

[www.projectaction.easterseals.com](http://www.projectaction.easterseals.com) (Free Resources/Download Free Publications/ Paratransit Eligibility and Management/Document 04ELIG/ "Determining ADA Paratransit Eligibility: An Approach, Guidance and Training Materials")

Bidders with alternative methods of accomplishing the stated objective of the RFP are welcome to submit proposals. All forms and types of evaluation methods will be reviewed.

## **Facilities and Equipment**

Applicants will likely have some degree of physical, visual, cognitive and/or mental functional disability. It is therefore essential that all facilities, including parking, approaches, building and equipment used in performing work under this contract shall be fully accessible and meet all requirements of the Americans with Disabilities Act (ADA), its implementing regulations, and the State of California Title 24 requirements. If

an alternative process is proposed arrangements for facility availability must be made as needed.

The building and all approaches to City's Operations Building located at 45 Stony Point Road, Santa Rosa, CA 95401 are fully accessible and can be made available for assessments if necessary. The Contractor may prefer to perform services at another site. If the Contractor elects to provide its own facilities, it shall provide suitable facilities that are well maintained and provide private interview rooms, which are accessible to persons with disabilities. No applicant shall be denied services based upon inability to access the Contractor's facilities and/or services. Proposers should submit proposals based on both scenarios.

When completing the cost proposal form, please indicate whether you intend to conduct functional assessments at the City Operational Facility or at another site.

The physical and cognitive functional tests will require physical facilities and equipment adequate for:

- A slide presentation used to show applicants how to access bus route identification and other services. The Entities may elect to use slides. If so, the Entity will provide appropriate slides to the Contractor.
- A phone to be used by the applicant to test the ability to obtain bus schedule information using either a standard phone or TDD as required.
- Route finding in which applicants will be asked to find their way to a location in another department or building and back again.
- Safety determination in which applicants will be asked to cross, accompanied, a non-arterial street of at least two lanes and the street shall include a curb 6-8 inches high and have a corner wheelchair ramp.
- Mobility endurance testing in which applicants will be asked to travel a distance of 600 feet. This course shall be outdoors and predominantly on moderately level ground, but will include a small section of uneven surface to simulate actual conditions encountered when traveling to and from a bus stop. The travel course should also include a grade change of at least 10%.
- Accessibly testing in which applicants will be asked to get on and off an actual fixed route vehicle.

## **Bus Representation**

The bus representation could be an actual bus if the Contractor elects to base its operation out of the Santa Rosa's Operational Facility. If, however, the Contractor elects to use its own site, then a bus will be required to be housed at the Contractor's facility. This bus will include a functioning wheelchair lift or ramp identical to that is used on Entities fixed routes buses, a wheelchair securement area, interior seating, grab bars

and other fittings to represent the actual conditions encountered by riders of fixed route service. Contractor staff will need to be trained in the operational of the accessible features of this bus.

## **Accessible Information and Documents**

The Contractor shall work with the Entity to ensure all documents and information is in accessible formats based on applicant and client stated preference.

All documents shall be transmitted electronically to applicants upon request. Applications shall also be accepted via electronic transmission.

The Contractor shall establish an email address for the transmission of documents in electronic format and a site where basic information of the program can be maintained and documents downloaded.

## **Accommodation of Other Languages**

The Contractor shall make reasonable arrangements to effectively communicate with applicants in languages other than English, as well as sign language, during in-person interviews. A telephone-based interpreter or other interpreter service for the primary foreign languages found in Sonoma County shall be an acceptable means of meeting this requirement.

## **Scheduling Assessment Appointments**

The Contractor is required to be available for in-person testing during normal business hours, although it is not necessary to have office hours five days a week. Given the expected number of applicants, the Entities feel it is sufficient to have office hours two days per week between the hours of 8:00 AM and 5:00 PM. Ideally the days of operation would be Mondays, Tuesdays and/or Thursdays. Applicants should be able to schedule an appointment up to two weeks in advance.

## **Evaluation Determination Schedule**

The USDOT final regulations specify that the entire certification process shall be concluded within 21 calendar days of receipt of a properly completed application. If the certification process is not completed within this time limit, the regulations state that the applicant shall be presumed eligible to receive service until the process has been completed. The Contractor is expected to schedule and complete its testing and notify the applicant of the determination within this time period.

## **Staff Requirements**

The Contractor shall be solely responsible for the provision and satisfactory work performance of all employees performing services under this contract. The Contractor

shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to the Entities, the Contractor shall comply with the requirements of employee liability, equal employment, Worker's Compensation, unemployment insurance, Social Security, income tax and all other applicable laws. Furthermore, the Contractor shall indemnify and hold harmless the Entities and employees of Entities from any alleged violation of such enactments or from any claims or subrogation provided for in such enactments or otherwise.

The Contractor is required to have a team of qualified staff who should, collectively, be able to demonstrate knowledge and abilities including but not limited to:

- Familiarity with functional and cognitive abilities, their prognosis and medications used to treat individuals with a wide range of disabilities.
- Ability to assess the interaction of an individual's disabilities with environmental barriers.
- Ability to assess the interaction of an individual's disabilities with the various components of a transit system required for successful access and utilization of fixed-route services, fareboxes, timetables and route descriptions
- Knowledge of ADA paratransit eligibility criteria and service requirements.
- Familiarity with Entity fixed-route service
- Sensitivity to persons with disabilities, including physical, cognitive and psychiatric disabilities.
- Ability to communicate effectively in person and in writing.
- Ability to communicate in other languages in addition to English, with the assistance of language interpreter services if necessary.

Staff conducting interviews and performing evaluations should have appropriate experience and professional training in human health and medical fields. Such staff may include, but not be limited to, certified physical therapists, occupational therapists, rehabilitation specialists, orientation and mobility specialists, and professionals with training in cognitive and psychiatric impairments.

## **Meetings**

The Entities plan to hold meetings with the contractor on an as-needed basis for the purpose of discussing service problems, proposed solutions, and to maintain open and frequent communications. Unless otherwise notified, the Contractor Project Manager shall attend all meetings.

## **Required Reports**

The Contractor shall immediately notify the individual Entity of any complaint involving applicant referrals about which said applicant referral might be intended to contact the Entity directly.

The following monthly reports shall be submitted along with the invoices for payment:

- A. Number of applicants interviewed
- B. Tabulations regarding physical and/or cognitive functional test procedures and results
- C. Number of recommendations of each type
- D. Total complaints and commendations (phoned and written) involving applicants, including the date, description and names of all parties involved
- E. Suggestions for modifying, simplifying or improving the test procedures and results
- F. Observations regarding individual physical and/or cognitive function test procedures and results

The individual Entity will approve the forms used for these reports. The Contractor may be asked to conduct periodic surveys to evaluate the program. The Entity will provide the surveys and the Contractor will be required to participate in administering them.

## **Applicant and Client Database**

The Contractor shall be responsible for maintaining an online database that shall contain a tracking number, applicant's electronic photo, name, address, telephone numbers, primary language, representative's contact information (if any), date application sent, interview date, all eligibility determination information, e.g., eligible/denied, eligibility category, permanent/temporary eligibility, conditional eligibility information (i.e., ineligible paratransit trips), personal care attendant status, expiration date and other essential information. *All information shall be kept confidential and in a secure environment.*

Contractor will supply the Santa Rosa ADA Paratransit administrator and the appropriate individuals in the individual Entities with complete access to this web portal.

## **Audits**

The Entities or individual Entity may at any time perform audits of all books, financial records, and data bases which pertain to this service. The Contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period

of three years after the completion of a contract, any and all financial records, and data bases which pertain to this service

## **Emergency Policies and Procedures**

All applicants referred to the Contractor are likely to have some degree of physical, cognitive and/or mental disability. Contractor policies and procedures shall be in place to respond to any emergencies (e.g. cardiopulmonary resuscitation, seizure management, etc.) that may arise.

The Entities will not be responsible for any costs associated with implementation of such policies and procedures above those included in the contracted service price.

## **Proposal Content**

Proposals shall be typed and be: 1) as brief as possible, and 2) not include any unnecessary promotional material. Ten hard copies and one electronic copy of the proposal are required.

For ease of handling, it is requested that standard 8 -1/2 x 11" paper be used. The nature and form of response are at the discretion of those responding, but shall include the information listed below.

Information to be provided with the Proposal:

1. General Information about the company:
  - Company Name
  - Location(s) and size of company
  - Brief company history
  - Other relevant information
2. Describe the company's experience providing similar certification services or experience working with this population in another capacity.
3. List at least three references, including contact name and phone number, for which similar services or experience working with this population were provided.
4. Identify staff experience in working with disabled persons and location of facility where certification process will be performed.
5. Identify process for providing monthly reports and how these reports will be submitted to the Entity. Provide example(s).

6. Identify if Emergency Procedures and Policies are in place now or need to be established and your process for doing this.
7. Cost/Price Proposal - This section shall provide pricing including all capital and operating costs associated with fulfilling the requirements of the Contract services, such as rent, salaries, benefits, utilities, supplies, overhead, licensing, etc., must be included. If there are first year start-up costs, these should be listed separately. Please list equipment that you expect the Entity will provide under this contract. The Proposer must acknowledge, in writing, that their cost proposal shall be firm for at least 90 days to allow the Entity adequate time for progression through award. For details, on presenting costs, refer to Attachment B.

## **Pre Proposal Conference**

A pre-proposal conference will be held at 12:30 pm April 11, 2012 at:

Santa Rosa City Hall  
100 Santa Rosa Avenue, Room 6  
Santa Rosa, CA 95404

All proposers are encouraged to attend the pre-proposal conference. A conference call line may be available depending on demand.

## **Submission of Questions and Proposals**

*Submission of Questions:* Any questions or clarifications regarding this RFP should be directed to Michael Ivory, Paratransit Manager at [mivory@srcity.org](mailto:mivory@srcity.org). Questions are due no later than April 16, 2012.

*Submission of Proposals:* Proposers shall submit 5 bound copies and one electric copy of their Proposals in a sealed envelope to:

Michael Ivory  
City of Santa Rosa  
Transit Department  
100 Santa Rosa Avenue, Room 6  
Santa Rosa, CA 95404

All Proposals must be received by the CityBus staff no later than 3:00 p.m., local time, on May 3, 2012. Proposals received after this time or at any other location cannot be accepted.

# Proposal Evaluation and Contractor Selection

The following criteria will be used to evaluate proposals:

1. Qualifications/Experience

Technical experience in performing work of a similar nature; experience working with persons with disabilities, transit properties or other public entities; technical experience of key personnel and client references. (40 points)

Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of proposed budget and overall reasonableness in which costs are proposed. (30 points)

2. Cost. (5 points)

3. Understanding of Project and ADA Requirements.

Demonstrated understanding of the program requirements and potential problem areas; proposed approach, work plan, and quality assurance program. (25 points)

## Evaluation Procedure

The Entity will assemble an Evaluation/Selection Committee, which will include Entity staff, representatives from other transit entities or paratransit services, possibly one or more outside experts, and a member of the Paratransit Users Group. The Evaluation Committee will review and discuss these proposals and assign scores to each proposal. Companies that receive the highest scores may be invited to an oral interview.

Approximately one hour will be allowed for the oral interview and questions and answers. The Contractor's Project Manager must lead the presentation before the Evaluation/Selection Committee. Interviews will be conducted May 10, 2012.

## Compensation and Method of Payment Compensation

Compensation will be based on hours of service (not on a per application basis) and fixed costs. Costs shall be presented using the attached Price Proposal Form (Attachment B) and must be completed and submitted with the proposal. Submit one form for each contract year: 2012, 2013 and 2014. If there are first year start-up costs, these should be listed in a separate page. The Proposer must acknowledge, in writing, that their cost Proposal shall be firm for at least 90 days to allow the District adequate time for progression through award.

Prior to award of a contract, the successful Proposer may be required to submit the firm's most recent complete financial statements, including footnotes and auditor's

opinion or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

The Contractor should submit monthly billings along with the monthly progress reports. The Entity will review and approve invoices and make payment on approved invoices within 30 days of receipt.

## **Insurance Requirements**

- Entities to identify individual requirements

## **Overall Project Schedule**

The following project timeline is provided, but it may be subject to change at the discretion of the Entities:

<u>Event</u>	<u>Date</u>
RFP Issued	April 9, 2012
Pre-proposal Conference	April 11, 2012
Requests for Clarifications/Questions due	April 16, 2012
Response to Clarifications/Questions	April 22, 2012
Proposals due	May 3, 2012
Interviews (if necessary)	May 10, 2012
Entities select successful Proposer(s)	May 15, 2012
Notice to Proceed Tentatively Scheduled	May 21, 2012
Contractor Begins Assessments	July 1, 2012

The City of Fairfield ("Fairfield") and The City of Petaluma, on behalf of Fairfield Suisun Transit and Petaluma Transit, may also award a contract for services using the competitive process under this RFP. Fairfield reserves the right to award such a contract and include contract terms that differ from those in this RFP in its sole discretion. For further information about Fairfield's contracting opportunities, contact Mona Babauta at 707-434-3804.

## EXHIBIT A

### Insurance Agreements for Agreements for Professional Services

**A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
  - b. The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT B**  
**Sample Cost Proposal**

<b>CONTRACT PRICING PROPOSAL</b>				
<b>NAME OF PROPOSER</b>				
<b>DETAILED DESCRIPTION OF COST ELEMENTS</b>				
<b>1. LABOR (fully billable rate including Direct, Overhead, and Profit)</b>	<b>HOURS</b>	<b>RATE/HOUR</b>	<b>COST (\$)</b>	
<b>TOTAL LABOR</b>				
<b>2. SUBCONTRACTOR COSTS (Attach Itemization)</b>				
<b>3. SUBCONTRACTOR MARK-UP (not to exceed 2%)</b>				
<b>4. OTHER DIRECT COSTS</b>				
<b>5. TOTAL COST AND FEE</b>				

**EXHIBIT C**  
**Sample Entity Professional Services Agreements**

**Santa Rosa**

**CITY OF SANTA ROSA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH [NAME OF CONSULTANT]**  
**AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 [leave date blank until all parties have signed or until Council approves], by and between the City of Santa Rosa, a municipal corporation ("City"), and [add consultant's full name, for example, "XYZ Sales Corporation" or "ABC Consulting, LLC" or "ABC Enterprises, LP", or "John Smith, dba Smith Consulting"] a [add type of legal Entity and state of Entity formation or incorporation, for example, a "California Corporation," or a "Delaware Limited Liability Company," or a "Nevada Limited Partnership," or a "sole proprietor"], ("Consultant").

**RECITALS**

- A. City desires to [enter brief description of the task or project that is intended to be completed through this Agreement].
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE,** City and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") [attach either City's description of the services to be provided or consultant's proposal and mark as Exhibit A]. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the

terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

## **2. COMPENSATION**

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of [enter maximum amount in written and numeric form, for example – "ten-thousand, five-hundred dollars and no cents (\$10,500.00)."] The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number [enter IFAS charge number].

## **3. DOCUMENTATION; RETENTION OF MATERIALS**

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

## **4. INDEMNITY**

Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents,

in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

## **5. INSURANCE**

Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

## **6. ASSIGNMENT**

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

## **7. TERMINATION**

a. This Agreement may be terminated by either party by giving ten (10) days written notice to the other party of its intent to terminate the Agreement.

b. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

## **8. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by

mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Consultant Representative:

[Include name of Project Manager]  
[Include Address and Phone and  
Fax No.]

[Include name of Project Manager]  
[Include Address Phone and Fax  
No.]

## **9. INDEPENDENT CONTRACTOR**

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 9 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

## **10. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

## **11. SUCCESSORS AND ASSIGNS**

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

## **12. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than [enter expected completion date].

## **13. MISCELLANEOUS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political

Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the City determines, in its discretion, that Consultant is a "consultant" under the Political Reform Act, Consultant shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants," and (2) Cause these individuals to file with the City's Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Consultant for City hereunder shall be and remain the property of City. Consultant agrees that any patentable or copyrightable property rights, to the extent created for City as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

#### **14. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing [enter type of Entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

**CONSULTANT:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: \_\_\_\_\_

[TYPE OF BUSINESS ENTITY (*check one*):

By: \_\_\_\_\_

\_\_\_\_\_ Individual/Sole Proprietor

Print Name: \_\_\_\_\_

\_\_\_\_\_ Partnership

Director, \_\_\_\_\_ Department

\_\_\_\_\_ Corporation

Title: \_\_\_\_\_

\_\_\_\_\_ Limited Liability Company

\_\_\_\_\_ Other (please specify: \_\_\_\_\_)

APPROVED AS TO FORM:

*Signatures of Authorized Persons:*

\_\_\_\_\_

By: \_\_\_\_\_

Office of the City Attorney  
ATTEST:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

City Clerk  
[Remove if agreement not approved by Council]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Taxpayer I.D. No. \_\_\_\_\_

City of Santa Rosa Business Tax Cert. No.  
  
\_\_\_\_\_

Attachments:

Exhibit A [A-1] - Scope of Services

**Fairfield**

**CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is made at Fairfield, California, as of \_\_\_\_\_, 20\_\_, by and between the City of Fairfield, a municipal corporation (the "CITY") and \_\_\_\_\_ ("CONSULTANT"), who agree as follows:

- 1) **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A.". CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."
- 2) **PAYMENT.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."
- 3) **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4) **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.
- 5) **INSURANCE REQUIREMENTS.** The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.
- 6) **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above stated.

City of Fairfield, a municipal corporation

By: \_\_\_\_\_

CONSULTANT

By: \_\_\_\_\_

**GENERAL PROVISIONS**

**INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, CONSULTANT shall be an independent CONSULTANT and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

INDEMNIFY AND HOLD HARMLESS.

CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent

acts, errors or omissions, ultra hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its CONSULTANTS, consultants and developers. When local projects require, sub-CONSULTANTS, CONSULTANTS, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, CONSULTANT, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

## **Petaluma**















**Sonoma County**























EXHIBIT D  
Sample Eligibility Application

**CITY OF SANTA ROSA  
PARATRANSIT APPLICATION**

After completing this application,  
Call Santa Rosa Paratransit Evaluation Center  
to schedule an in-person assessment at  
**(707) 541-7180, TDD: (707) 541-7184**

**1. PERSONAL INFORMATION – please print clearly**

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle Initial: \_\_\_\_

Female  Male      Date of Birth \_\_\_\_ - \_\_\_\_ - \_\_\_\_

\*Social Security \_\_\_\_ - \_\_\_\_ - \_\_\_\_ (Last 4 digits only)

\* The Federal Act of 1974 requires that disclosure of you social security number is voluntary. If given, it will be used for identification purposes only.

**HOME ADDRESS**

Street \_\_\_\_\_ City \_\_\_\_\_ State **CA** Zip \_\_\_\_\_

Day Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ TDD  Yes  No

Evening Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Mailing address (If different from above)

Street \_\_\_\_\_ City \_\_\_\_\_ State **CA** Zip \_\_\_\_\_

**Emergency Contact**

Name: \_\_\_\_\_

Day Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Evening Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Do you require information in an alternate format?  Yes  No

If yes, please indicate:  Braille  Large Print  Other \_\_\_\_\_

Your primary language:  English  Spanish  Other \_\_\_\_\_

**2. MOBILITY INFORMATION – please print clearly**

What is your disability (optional)? \_\_\_\_\_

Which of the following mobility aids or equipment do you use?

Power wheelchair  Manual wheelchair  Scooter

Crutches  Cane  Walker

Oxygen Tank  Service Animal  Other \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**VERY IMPORTANT – DO NOT MAIL**

You must bring valid photo identification and this completed ADA paratransit service application to your in-person assessment appointment.