

# Request for Proposal

## Taxi Provider for City of Alameda's Paratransit Program

### City of Alameda

March 15, 2017

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#### **Important Dates:**

Proposal Due Date:	Monday, April 17, 2017
Selection Interviews:	Wednesday, April 26, 2017
Award of Agreement:	Tuesday, June 6, 2017
Projected Agreement Start Date:	Saturday, July 1, 2017

#### **Contact:**

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## I. INTRODUCTION

The City of Alameda ("City") is requesting proposals from qualified Providers to deliver taxi services for the City of Alameda Paratransit Program. There are two taxi services called the Medical Return Trip Improvement Program (MRTIP) and the Premium Taxi Service.

### A. Background.

Measures B and BB, the Alameda County one-cent sales tax for transportation, provides a dedicated funding source for non-mandated, locally based paratransit services for individuals with disabilities and seniors, which are not required under the Americans with Disabilities Act (ADA). The City of Alameda uses these funds to supplement East Bay Paratransit (EBP) and to reduce transportation gaps experienced by individuals with disabilities and by seniors by providing taxi services, the Alameda Loop Shuttle, group trips and a scholarship program.

### B. Purpose of the Request.

The City desires to obtain the services of an outside Provider to deliver taxi services to eligible City residents. The selected Provider will deliver the full range of services including:

#### ***1. Medical Return Trip Improvement Program (MRTIP)***

The Medical Return Trip Improvement Program (MRTIP) is available only to Alameda residents who are East Bay Paratransit-certified riders. MRTIP provides transportation for individuals returning home from medical appointments, thereby eliminating the uncertainty of coordinating return trips with East Bay Paratransit. Since it is often difficult to predict when a medical appointment might end, MRTIP offers the option of calling the City of Alameda's taxi provider for a trip home at the time you need it. Participants are eligible to receive 10 MRTIP vouchers per month. Vouchers must be purchased in advance at the Mastick Senior Center for \$2.50 each. MRTIP travel vouchers expire after one year. The travel voucher covers the cost of transportation within Alameda County. The Provider delivers the taxi service at no further charge to a user with a completed MRTIP Travel Voucher. The City reimburses the Provider upon receiving a monthly invoice along with the used MRTIP travel vouchers.

#### ***2. Premium Taxi Service***

The Premium Taxi Service provides a 70 percent discount for taxi rides with the City of Alameda's Taxi Provider. This service is open to East Bay Paratransit customers as well as those 70 and older, and is available for all types of trips in Alameda County. It is especially valuable as a convenient backup option for East Bay Paratransit or for travel on short notice. Premium Taxi Service travel vouchers, which must be purchased in advance at the Mastick Senior Center, are worth \$10.00 toward taxi fare, but cost the user only \$3.00. Multiple Premium Taxi Service travel vouchers may be used per trip. Taxi drivers are not allowed to provide change. Individuals are limited to a maximum of 20 travel vouchers per quarter (every 3 months). These trips are provided by the taxi company when eligible residents present Premium Taxi Service travel vouchers. The City reimburses the Provider upon receiving a monthly invoice along with the used Premium Taxi Service travel vouchers.

For more information on the City of Alameda Paratransit Program, please refer to the program web site at <http://www.alamedaparatransit.com/>.

## **II. SCOPE OF SERVICES**

Attached as Exhibit A is a list of major work tasks that should be accomplished as part of the scope of work.

## **III. PROPOSAL FORMAT**

All proposals shall include the following minimum information:

### **A. Approach.**

A short discussion of the intended approach to the project that demonstrates the proposer's understanding of the issues and tasks and the proposer's ability to address them.

### **B. Description of Organization, Management and Team Members.**

A description of the team/Provider's organization, and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify who will be the project manager and the day-to-day contact person for the job, and should provide an organization chart.

### **C. Qualifications.**

Provide an outline of the Provider's qualifications by indicating relevant background experience and capabilities for this work. A list of major clients, both ongoing and planned, to which the organization is committed during the time frame of this contract also should be provided. Include the staff resources devoted to those clients.

### **D. Scope of Work.**

The proposer should include a refined scope of work by developing a description of the project tasks and any changes, additions or recommendations proposed. The proposal should explain how the proposer plans to approach and complete the tasks. The proposer must demonstrate that they understand the magnitude and importance of each individual task.

### **E. Project Schedule.**

The contract is anticipated to start by July 1, 2017, and be completed by June 30, 2018. This contract may be mutually amended on a year-by-year basis, to add up to three additional years,

based on the sole discretion of the Base Reuse and Transportation Planning Director, based in part on satisfactory performance of all aspects of this contract. The Base Reuse and Transportation Planning Director may submit written notice that the contract is to be extended at the same terms and costs as the existing contract, except as provided herein.

**F. Proposed Budget.**

Each taxi trip will be billed based on the taxi meter rate in the City of Alameda. The City intends to hire a Provider to conduct the work scope described in Exhibit A. The maximum funding available of \$60,000 will be awarded to a Provider, based on the demand for services.

**G. References, Related Experience and Examples of Work.**

Include client references with phone numbers for relevant work. Specify the client, location, Provider members and participating individuals and role on team (principal, project manager, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

#### **IV. SELECTION PROCESS**

**A. Qualifications.**

All proposals received by the due date will be evaluated by the City. Only information that is received in response to the RFP or any subsequent interview will be evaluated. The City will judge the responses of each proposing firm in several critical areas. Selected proposers may be invited to an oral interview.

**B. Selection Criteria.**

The City will select the most qualified proposal(s) based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. Ability of the Provider to Design an Approach and Work Plan to Meet the Contract Requirements.

An assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include the proposer's performance in converting the Scope of Services into a work plan; the detail and clarity of the discussion as to the proposer's approach to undertaking the project; the proposer's performance in identifying any special problems or concerns that may be associated with the project and preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches that are designed to save time and money or increase the benefits or effectiveness of the proposed work such as using alternative fuel vehicles; and the demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the project.

2. Ability of the Proposer to Carry Out and Manage the Proposed Contract.

An assessment of the past experience of the Provider in general. Qualities and indicators that will receive consideration include the number and types of relevant projects the Provider or its employees have successfully completed; the variety of clients and a demonstration of the Provider's ability to undertake this contract; the Provider's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.

3. Capabilities of the Provider's Organization or Team.

Assessment of the capabilities of the Provider and individuals that will be engaged in the project. Qualities and indicators that will receive consideration include what professionals will be doing/working on each task; the various professional, technical and educational achievements and registrations of each Provider and individuals involved; the applicable experience of the proposed assigned staff and the specific experience gained from similar clients.

4. Current Workload of the Provider's Organization or Team.

An assessment of the perceived ability of Provider to devote the necessary human resources and management attention to the project. Qualities and indicators that will receive consideration include the number and size of the clients presently being performed by Provider; the status of existing clients; and the past ability of the Provider to deliver clients on a timely basis.

5. Proximity to the Project Involved for the Proposer or Team.

The application of this criteria shall include an assessment of the geographic proximity to the project; the location of the office from which the proposed project will be administered; the perceived response time and general availability of the proposer's management to be on site; the perceived effect that project management location will have on price and the ability of the contract to be expedited on a timely basis; and the availability of special travel or communication plans that would effectively mitigate difficulties associated with location.

6. Willingness to Comply with the Proposed Agreement Terms.

A sample Provider Agreement is attached (Exhibit B). Proposals will be rated based on the exceptions taken to the proposed contract.

**C. Proposed Selection and Project Schedule.**

Proposal Due Date:	Monday, April 17, 2017
Selection Interviews:	Wednesday, April 26, 2017
Award of Agreement:	Tuesday, June 6, 2017
Projected Agreement Start Date:	Saturday, July 1, 2017

Project Completion: June 30, 2018 (with a potential for annual contract renewals for up to three years)

**D. Award of Contract.**

It is anticipated that any award of an agreement for services will be made by the Base Reuse and Transportation Planning Director by Tuesday, June 6, 2017.

**V. PROPOSAL DUE DATE AND DELIVERY**

Five sealed copies of the proposal, clearly marked with the project description, should be submitted no later than:

**Monday, April 17, 2017 at 2:00 p.m.**

to the address below. All copies received by that time will be date and time stamped. Proposals will not be accepted after this time. Proposals should be addressed to:

Victoria Williams  
Paratransit Coordinator  
Mastick Senior Center  
1155 Santa Clara Avenue  
Alameda, CA 94501  
Phone: (510) 747-7513  
[vwilliams@alamedaca.gov](mailto:vwilliams@alamedaca.gov)

FAXed or emailed proposals will not be accepted. Hand carried proposals will be accepted at the above address.

## **VI. CONDITIONS OF REQUEST**

### **A. General Conditions.**

The City reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Furthermore, the City makes no representations that any agreement will be awarded to any Provider submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto. The City also reserves the right to reject any sub-consultant or individual working on a service provider team and to replace the sub-consultant or individual with a mutually acceptable replacement. Any changes to the proposal requirements will be made by written addendum.

### **B. Liability of Costs and Responsibility.**

The City shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or Provider responding to the request. The person or Provider responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or Provider. All submitted material becomes the property of the City of Alameda. The selected Provider will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected Provider will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **C. Validity.**

The Provider agrees to be bound by its proposal for a period of 90 days commencing on Monday, April 17, 2017, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

### **D. Standard Provider Agreement.**

A sample Provider Agreement has been provided as Exhibit B to review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the Provider Agreement, these exceptions should be identified specifically; otherwise, it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The Provider Agreement will not be executed by the City without first being signed by the Provider.



**E. Permits and Licenses.**

Provider, and all of the sub-consultants, at its or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License and permitted taxi vehicles, which will be required in connection with the performance of services hereunder.

**F. Oral and Written Explanations.**

The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all proposers who received Requests for Proposals.

**G. Proposer's Representative.**

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

**H. Deliverables.**

One copy of ridership data is required each month.

**I. Restrictions on Lobbying.**

The Agreement will be subject to 24 CFR 87, which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with that award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or agreement.

**J. Insurance**

General Liability, Automobile and Worker's compensation insurance are required in the amount set forth in the attached sample Provider Agreement.

**ATTACHMENTS:**

Exhibit A – Scope of Work

Exhibit B – Example of Standard Service Provider Agreement

## Exhibit A: Scope of Work

### A. SERVICES

#### 1. Services Defined

**“Paratransit Services”** within the meaning of this contract shall be: The City of Alameda Paratransit Program is designed to supplement and complement the ADA-mandated services provided by East Bay Paratransit (EBP). In addition to services for people with disabilities, the program offers trips to seniors of a certain age, whether or not they are disabled. The Provider will deliver these services for the City program using both sedans and lift-equipped vans. Rides are provided 24 hours a day, 7 days a week and 365 days a year. Eligible passengers receive a trip within 30 minutes of their call to the Provider, and are picked up between 10 minutes before and 10 minutes after a pre-scheduled pick-up time. The telephone system must include the ability to inform callers who have to wait to be answered that their call has been received and that they will be served in turn, or provide a means for the caller to leave a message. A return call must be made within 15 minutes of the initial call. Provider will work with the City of Alameda Police Department to have the appropriate number of permitted vehicles.

**“Premium Taxi Service”** within the meaning of this contract shall be that this service provides a 70 percent discount for taxi rides with the City of Alameda’s Taxi Provider. This service is open to East Bay Paratransit customers as well as to those 70 and older, and is available for all types of trips in Alameda County. It is especially valuable as a convenient backup option for East Bay Paratransit or for travel on short notice. Discount travel vouchers, which must be purchased in advance, are worth \$10.00 toward taxi fare, but cost the user only \$3.00. Multiple travel vouchers may be used per trip. Taxi drivers are not allowed to provide change. Individuals are limited to a maximum of 20 travel vouchers per quarter (every three months).

**“Medical Return Trip Improvement Program (MRTIP)”** within the meaning of this contract shall be that this service is available only to Alameda residents who are East Bay Paratransit-certified riders. MRTIP provides transportation for individuals returning home from medical appointments, thereby eliminating the uncertainty of coordinating return trips with East Bay Paratransit. Since it is often difficult to predict when a medical appointment might end, MRTIP offers the option of calling the City of Alameda’s taxi Providers for a trip home at the time MRTIP participants need it. Participants are eligible to receive 10 MRTIP vouchers per month. Vouchers must be purchased in advance for \$2.50 each, and expire after one year. The voucher covers the cost of transportation within Alameda County.

#### 2. Eligible Passengers

For the Premium Taxi Service: An eligible passenger shall be one who has possession of an official City of Alameda Premium Taxi Service Travel Voucher. Services provided to passengers without a valid City Premium Taxi Service Travel Voucher will not be reimbursed. Eligible passengers may or may not be a wheelchair user, but no eligible passenger shall be

refused service. The Provider will deliver service only to an eligible passenger, his/her attendants and his/her service animal, where applicable.

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For MRTIP Program: An eligible passenger shall be one who has possession of a valid City of Alameda MRTIP Travel Voucher and is requesting a ride home from a medical appointment. Services provided to passengers without an official City MRTIP Travel Voucher will not be reimbursed. Eligible passengers may or may not be a wheelchair user, but no eligible passenger shall be refused service. The Provider will provide service only to an eligible passenger, his/her attendants and his/her service animal, where applicable.

### **3. Quality of Service**

#### **Provider General Responsibilities**

Permitted taxis and vans will perform friendly customer service that is both accommodating and safe to the passenger. Drivers will assist passengers when necessary and will ensure that passengers are picked up and dropped off in a safe and accessible curbside location, out of the way of traffic. Tips are at the discretion of the rider. Drivers should not expect a tip, and quality of service should remain at a high standard regardless of tip.

Should a driver not perform at an acceptable level of service, noted by a passenger, City Staff or the Provider, the Provider will counsel or retrain the driver as appropriate. If problems recur, the Provider will remove the driver from serving eligible passengers. Justified customer complaints shall not exceed five per month. For each justified complaint over the five per month maximum, the Provider will pay \$50. The City will determine if the complaint is justified with the assistance of the Provider and applicable passenger.

The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will pay \$100 per incident and \$500 per late or unreported incident to the City of Alameda Paratransit Program. Each driver who causes a preventable accident must undergo retraining as soon as possible following the accident. Drivers will not be placed back into service until the investigation is completed and retraining is successfully completed.

Should a vehicle fail to arrive for a pre-scheduled trip, the Provider will provide immediate service within 30 minutes once contacted by eligible passenger or City Staff. The Provider will provide City Staff with an update as to why the driver was a “no-show”, and will remedy the problem with the driver. The Provider will pay \$100 per “no show” incident due to Provider error.

## **Taxicab Pocket Guide**

The below guide is taken in part from the Easter Seals Project Action “Taxicab Pocket Guide” of July 2006, and should be followed by the Provider. *Each taxi driver should review this guide annually. The Provider should have each taxi driver sign the bottom of this guide, and return it to the City at the start of the new fiscal year.*

### **Serving Customers who are Deaf or Hard of Hearing**

- Face customers when speaking to them, and do not let objects obstruct their view. Speak clearly.
- It is not necessary to raise your voice when speaking to a customer with a hearing impairment. Raising your voice distorts your lip movement and makes lip reading difficult.
- If you are picking up a passenger with a hearing impairment, you cannot use your horn to let him know of your arrival — you will need to knock on the customer’s door or use the accessible doorbell.
- If you are picking up a customer who is deaf or hard of hearing, you or the dispatcher will need to text or email the customer.

### **General Guidelines for Serving Customers with Disabilities**

- Treat customers with disabilities as you would like to be treated.
- Take the time to identify customers’ needs and determine how best to serve them when you first meet.
- Never make assumptions about your customers’ physical or mental abilities.
- Customers with similar disabilities often have different needs to make independent travel possible.
- Ask customers with disabilities if they need assistance. Don’t automatically assume they do.
- Only touch customers with their permission.
- Speak directly to customers with disabilities, not their companions.
- Speak clearly with a normal tone and speed, unless the customer requests otherwise.
- If you are asked to repeat or write what you said, do so calmly and pleasantly.
- Smile, listen and show respect. Be friendly and courteous.
- Talk to customers at their eye level. It may be appropriate to sit when having a long conversation with a person using a wheelchair.
- Give customers with disabilities the same information and choices that you give other customers.
- Solve problems in a professional manner.

### **Serving Customers who use Wheelchairs**

- People who use wheelchairs are easy to accommodate — do not pass up the fare!
- Ask the customers how you can assist them. Customers know what works best for them and must be able to manage their transfer to the passenger compartment of the taxi.
- Wheelchairs, walkers, canes and other mobility aids are part of the customer's personal space. Only hold or lean on them with the customer's permission.
- Wheelchairs and other mobility aids are individualized. Do not make assumptions about how they operate or store.
- Whenever possible, mobility aids such as canes and walkers should travel in the customer compartment of the taxicab. Wheelchairs and other large devices can be stored in the trunk.
- Some wheelchairs require an accessible vehicle equipped with a lift, low floor or a ramp. If your vehicle cannot accommodate a wheelchair, call your dispatcher to order an accessible vehicle and wait with the customer, if possible.

### **Serving Customers with Visual Disabilities**

- Identify yourself, and use the customer's name if you know it.
- Respond verbally when the customer gives you information, so that he will know that you have heard him.
- Ask the customer what type of assistance is needed and how you can best provide it.
- Count the customer's change out loud, as you would for any other customer. Identify the denomination of the bills when you give customers their change.
- Before you leave the customer, give specific directions to allow the customer to reach his destination. Say "turn right," or "turn left to reach the front door." Ask if further assistance is needed.

### **Serving Customers who use Service Animals**

- Service animals are highly trained and allowed by law to ride in the customer compartments of taxicabs.
- People with various types of disabilities use service animals.
- Dogs are the most common service animals, but other animals may help people with disabilities.
- Some, but not all, service animals wear identification like a tag, vest or special harness.
- If you are not sure that the animal is a service animal, ask. Certification or identification is not required for the animal.
- The owner must stay with the service animal and keep it under control at all times.
- Never touch or talk to the service animal — it is working!

### **Drivers have a responsibility to:**

- Limit cell phone use with hand-free devices while transporting passenger(s).
- Maintain acceptable standards of personal hygiene.
- Treat program participants with courtesy.
- Display photo identification badge.

- If requested, assist program participants when entering and leaving the vehicle. Drivers also may assist passengers to and from the main door of their origin or destination.
- Ensure that all mobility devices are safely secured and wheelchairs are locked into position in the vehicle.
- Ensure that children are transported and securely fastened in appropriately installed child car seats.
- If requested, turn off or lower volume of radio or other amplified music.

**Drivers are expected to:**

- Transport qualifying passenger(s) to and from pickup and arrival portals;
- Help passengers travel to/from doorway and into and out of the paratransit vehicle, and to negotiate stairs, ramps, hills, doors or other obstacles that may be in their way between the doorway and the vehicle as requested;
- Provide assistance to passenger(s) up or down a maximum of five steps or stairs when requested by passenger or passenger's assistant and when safe for qualifying passenger;
- Carry from vehicle to door or vice versa up to three individual packages for passenger if said package weighs less than 20 pounds each, except that a manual folding wheelchair is considered a package regardless of weight;
- Provide assistance in a manner that is respectful of the passenger's dignity and independence while at the same time ensuring their safety;
- Allow passenger(s) to bring a respirator, portable oxygen tank or other life support equipment as long as it does not violate laws or rules related to the transportation of hazardous materials;
- Allow passenger(s) to travel with a service animal such as a guide dog or a canine companion. Pets and other non-service animals must be properly transported in a secured cage or container;
- For taxis that cannot leave the City of Alameda because of a force majeure, provide transportation as required. All taxis shall report to Mastick Senior Center for paratransit ride assistance as the need arises. Force Majeure is hereby defined as either Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout.

**Drivers are not permitted to:**

- Use cell phones - need hand-held devices.
- Enter program participant residences.
- Perform any personal care assistance to program participants, including but not limited to assisting program participants to dress.
- Lift program participants or carry program participants or wheelchairs up or down steps.
- Escort program participants beyond the ground floor lobby of a public building or front door of a residence.



Each taxi trip, will be billed based on the taxi meter rate in the City of Alameda. Wheelchair accessible vehicle trips will include a surcharge based on best practice taxi rates.

## **5. Termination of Services**

City may terminate this Agreement and services at any given time if the quality of service is not provided to eligible passengers at a satisfactory level, or at any point the City initiates an alternate service with the Provider or another Provider, to provide for non-mandated paratransit services.

### **B. VEHICLES USED FOR PERFORMING SERVICES**

The Provider may only operate vehicles that are certified and licensed to operate within the City of Alameda. The Provider will provide the City of Alameda with an updated list of such vehicles. The City prefers alternative fuel vehicles, based on the City of Alameda policy initiative in the *Local Action Plan for Climate Protection* (2008).

### **C. SCHEDULING AND DISPATCHING**

The Provider will have in operation during the life of the Agreement, a centralized operation for scheduling and dispatching the vehicles. This centralized operation for scheduling and dispatching shall be in operation 7 days a week, 24 hours a day staffed by a “live” operator whose primary responsibility is to engage in scheduling and dispatching (recording of communications in the absence of a live operator is not permitted). The Provider will deliver services under this Agreement whenever an eligible passenger pre-schedules service in advance of the needed service. The Provider will use best efforts to deliver services even when a request by an eligible passenger gives shorter notice based upon vehicle availability.

### **D. SERVICE BILLING AND PAYMENT**

Payment under this Agreement shall be made to the Provider for each service trip as follows:

City Staff will provide official City Premium Taxi Travel and MRTIP Travel Vouchers to eligible passengers. Service should only be provided to those passengers who are in possession of Premium Service and MRTIP Travel Vouchers. If the service is provided to a passenger who does not possess an official City travel voucher or whose trip does not originate at a medical facility and end at the residence for the MRTIP program, the Provider will NOT be reimbursed for that trip. If a passenger does not possess an official travel voucher, the passenger should be forwarded to the appropriate City Staff. Travel vouchers will be delivered from the Provider to the appropriate City Staff Department on a monthly basis. Payment then will be made to the Provider on a monthly basis, in the form of City checks.



## Exhibit B: Standard Provider Agreement Example

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between CITY OF ALAMEDA, a municipal corporation (the “**City**”), and COMPANY, (a California corporation, partnership, sole proprietor, individual), whose address is ADDRESS, (the “**Provider**”), in reference to the following:

### RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: \_\_\_\_\_  
[City staff reached out to the service providers on the City’s bidders list interviewed qualified firms and selected the service provider that best meets the City’s needs.][City staff issued a RFP/RFQ on DATE and after a submittal period of NUMBER days received NUMBER of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.][The Provider was selected on a sole source basis because (provide justification for sole source selection).][Other: Describe the selection process actually used.]

C. [Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.][Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.]

D. City and Provider desire to enter into an agreement for \_\_\_\_\_, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

### 1. **TERM:**

The term of this Agreement shall commence on the \_\_\_ day of \_\_\_\_\_ 20\_\_, and shall terminate on the \_\_\_ day of \_\_\_\_\_ 20\_\_, unless terminated earlier as set forth herein.

[This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the [City Manager][\_\_\_\_\_ Director], based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The [City Manager][\_\_\_\_\_ Director] may submit written notice that the Agreement is to be extended [at the same terms and compensation as the existing Agreement.][and the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.][and the

compensation adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.][Other: Describe the compensation escalator.]

**2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule [as set forth in this Section 3.][as set forth in Exhibit B and incorporated herein by this reference.] Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis [as set forth in this Section 3.][as set forth in Exhibit B.]

b. The total compensation for the work under this Agreement is not to exceed \$\_\_\_\_\_.

**4. TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof,

the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:                   \$2,000,000 each occurrence  
  \$2,000,000 aggregate - all other

Property Damage:               \$1,000,000 each occurrence  
  \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:                   \$2,000,000 each occurrence  
Property Damage:               \$1,000,000 each occurrence

or

Combined Single Limit:                   \$2,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or

cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

**15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs,

expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the “**Records**”).

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda  
[Department]  
[Address]  
Alameda, CA 94501  
ATTENTION: [Title]  
Ph: (510) [xxx-xxxx] / Fax: (510) [xxx-xxxx]

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

[Provider Name]  
[Department]  
[Address]  
[City, State, zip]  
ATTENTION: [Title]  
Ph: (xxx) [xxx-xxxx] / Fax: (xxx) [xxx-xxxx]

**18. SAFETY:**

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.



**20. ATTORNEY'S FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**21. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

**22. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**23. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**24. INTEGRATED CONTRACT:**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

**25. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**26. NONDISCRIMINATION – FEDERAL REQUIREMENTS:**

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

**B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES**

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.]

**27. NONDISCRIMINATION – HUD REQUIREMENTS:**

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of this Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

(i) Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

(ii) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(iii) Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(iv) Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of

Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(v) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

### C. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.]

### 28. **RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:**

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in

connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.]

*Signatures on next page*



IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY  
(A California corporation, partnership,  
sole proprietor, individual)

CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Jill Keimach  
City Manager

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Jennifer Ott  
Base Reuse and Transportation Planning  
Director

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
[NAME]  
[Assistant] City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

City of Alameda  
Public Works Department  
Alameda Point, Building 1  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

**SAMPLE**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF:**

**The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.**

**PRIMARY INSURANCE:**

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

**SEVERABILITY OF INTEREST:**

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

**WAIVER OF SUBROGATION:**

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

**NOTICE OF CANCELLATION:**

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO  
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:          (Authorized Representative)
Named Insured:	

#### SCHEDULE

Name of Person or Organization:

**SAMPLE**

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF: \_\_\_\_\_**  
**The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.**

NOTICE OF CANCELLATION:  
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.