



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. BOX 1200

FROM THE OFFICE OF THE CITY CLERK

September 27, 2002

Western Transit System
1619 East Lincoln Avenue
Anaheim, CA 92805

Gentlemen:

Enclosed is a fully executed copy of the agreement between you and the City of Costa Mesa, for a Senior Mobility Program – Driver Services, for a three-year period with two optional one-year extensions, with \$51,203.00 funded by the Orange County Transportation Authority Senior Mobility Program for the first year, with annual inflation adjustments.

This agreement was approved at the regular City Council meeting held on September 16, 2002.

Very truly yours,

Julie Folcik
JULIE FOLCIK
Deputy City Clerk

JF:rd

cc: Administrative Services Department
Recreation Division ✓
Finance Department

**AGREEMENT FOR DRIVER SERVICES
FOR SENIOR MOBILITY PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of October, 2002 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WESTERN TRANSIT SYSTEMS, a California corporation ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant perform the services described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A" and incorporated herein by reference ("RFP") and Consultant's Response to City's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from

and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed the totals set forth therein for each year that this Agreement is in force..

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be

made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on September 30, 2005, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. Consultant may terminate this Agreement, with or without cause, by providing sixty (60) days written notice to the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished data studies, drawings, logs and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.

5.2. Endorsements. The comprehensive general liability and automobile liability insurance policies shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Western Transit Systems
1619 East Lincoln Avenue
Anaheim, CA 92805

Attn: Carolyn Furgeson

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Fax: (714) 754-5166

Attn: Mark Taylor

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California

Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

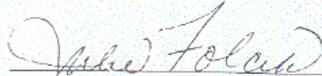
CITY OF COSTA MESA,
A municipal corporation

Linda W. Dixon
Mayor of the City of Costa Mesa

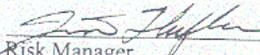
WESTERN TRANSIT SYSTEMS

Carolyn Ferguson
Operations Manager
Name and Title
33-006-7597
Social Security or Taxpayer ID Number

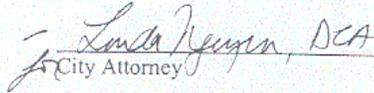
ATTEST:


Deputy City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO INSURANCE:


for Risk Manager

APPROVED AS TO FORM:


City Attorney

APPROVED AS TO CONTENT:


Project Manager

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL



CITY OF COSTA MESA

P O BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

ADMINISTRATIVE SERVICES DEPARTMENT - RECREATION DIVISION

August 1, 2002

**RE: SENIOR MOBILITY PROGRAM – DRIVER SERVICES
REQUEST FOR PROPOSALS**

Dear Proposers:

The City of Costa Mesa is requesting proposals from qualified firms for Senior Mobility Program - Driver Services. To be considered responsive, Contractors must bid in accordance with the requirements, specifications, terms, and provisions as described and set forth herein. Proposals must embrace a concept that the successful Contractor will satisfy all of the objectives and work requirements specified in the Request for Proposal Scope of Work.

**PROPOSALS MUST BE RECEIVED IN COSTA MESA CITY CLERKS OFFICE BY 4:00PM.
FRIDAY AUGUST 23, 2002. Postmarks will NOT be used as proof of receipt.**

After the proposal due date, evaluation and proposal clarification will commence.

Thank you for your interest.

Respectfully,

Mark P. Taylor
Management Analyst
City of Costa Mesa
714-754-5636

CITY OF COSTA MESA

Request for Proposal

No. 080102REC

This is a Request for Proposal to select a company to provide driver services for the City of Costa Mesa.

To be considered responsive, Contractors must bid in accordance with the requirements, specifications, commercial terms, and provisions as described and set forth herein. Proposals must embrace a concept that the successful Contractor will satisfy all of the objectives and work requirements specified in the Request for Proposal Scope of Work.

This Request for Proposal is set out in the following format:

- Section I: Introduction and Instruction to Contractors*
- Section II: Contractors Proposal Response Requirements*
- Section III: Scope of Work*
- Section IV: Compensation/Terms of Payment*
- Section V: Sample Professional Services Agreement*
- Section VI: Definitions*

CLOSING TIME AND DATE:

**PROPOSALS MUST BE RECEIVED IN COSTA MESA CITY
CLERKS OFFICE BY 4:00PM. FRIDAY AUGUST 23, 2002**

Proposals received after 4p.m. Friday August 23, 2002 will NOT be considered. Postmarks will NOT be used as proof of receipt.

CLOSING TIME AND DATE:

PROPOSALS ARE DUE BY 4:00PM. FRIDAY AUGUST 23, 2002

One original (marked original) and two (2) copies (marked copy) of the Proposal must be submitted in a sealed envelope marked RFP 080102REC and submitted to the following address:

Delivery Address: City Clerk
City of Costa Mesa
77 Fair Drive, Room 101
Costa Mesa, CA 92626

Mailing Address: City Clerk
City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200

Information may be obtained by contacting Mark Taylor, Management Analyst at (714) 754-5636.

Opening:

Please note there will be no public opening of proposals. Prices and other proposal information shall not be made public until the proposal is awarded. At that time, the executed contract will become public information. Proposals must be valid for a period of ninety (90) days from the due date. Proposals may **NOT** be withdrawn after the submission date.

SECTION I

Introduction and Instructions to Contractors

A. Introduction

This is a Request for Proposal to solicit offers from qualified firms interested in contracting with the City of Costa Mesa (CITY) to provide Driver Services as outlined in the Scope of Work.

B: Proposed Time Schedule

RFP Mailing:	August 1, 2002
Proposals due:	4:00pm August 23, 2002 to Costa Mesa City Clerk
Interview/Site Visits:	August 28, 29, 2002
Final Selection:	September 2, 2002
City Council Meeting:	September 16, 2002
Contract Effective date:	October 1, 2002

C. Instructions to Contractors and Procedures for Submittal

1. Proposal must be tabbed and indexed in accordance with the information requested in Section II. **It is imperative that all Contractors responding to this RFP comply exactly and completely with the instructions set forth herein.**
2. All proposals shall be submitted on standard 8.5" by 11" paper in hard-covered binders. All pages should be numbered, tabbed and identified sequentially by section.
3. Contractors **proposal must be accompanied by a cover letter** with an affixed signature of an individual authorized to bind the proposing entity.
4. All questions, interpretations, or clarifications desired shall be requested in writing by **August 13, 2002**. Oral statement(s) concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Inquiries concerning this RFP should be directed to:

Mark Taylor
 City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626
 Telephone: (714) 754-5636

5. In the event CITY deems it necessary to make changes to this RFP without changing the intent of the RFP, these changes shall be made in the form of a written addendum authorized and issued only by the City of Costa Mesa Recreation Division.

6. Any information supplied by CITY pursuant to this RFP shall be kept confidential by the Contractor.
7. Contractor must submit proposal in strict accordance with all requirements of this RFP, and compliance must be stated in the proposal. Deviations, clarifications, and/or exceptions must be clearly identified and listed separately as alternative items for CITY's consideration. CITY reserves its right to waive, at its discretion, any procedural irregularity, immaterial defects, or other improprieties which CITY deems reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver will not excuse a proponent from full compliance if awarded a contract.

Contractor shall also submit a statement giving a complete description of all points wherein services proposed do not comply with the requirements and/or Scope of Work as set forth in this RFP.

8. Response to this RFP must follow the format specified in Section II. Response should be in printed form (except where noted), concise, straightforward, and must fully address each requirement and question.

Contractors Compliance: Contractor must provide a paragraph by paragraph response. Responses should be sufficiently detailed to convey the Contractor's full understanding of the requirements. Simply stating "will comply," "understood," "acknowledged," or similar verbiage is not considered adequate response.

9. Proposal must be **valid for a period of 90 days** from the due date. Proposal may **NOT** be withdrawn after the submission date.
10. The CITY reserves the right to negotiate with any Contractor as necessary to serve the best interests of CITY and negotiate the final contract with the most responsive, responsible Contractor. CITY reserves the right to waive, at its discretion, any irregularity or informality which the CITY deems correctable or otherwise not warranting rejection of the RFP. CITY reserves the right to reject any and all proposals and to accept any proposal or portion thereof. No obligation, either expressed or implied, exists on the part of CITY to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation or submission of proposals covered by this RFP are solely the responsibility of the Contractor.
11. All proposals shall become the property of CITY. Proposals must **NOT** be marked as confidential or proprietary. City may refuse to consider a proposal so marked. Information in proposals shall become public information and subject to disclosure laws. City reserves its right to make use of any information or ideas in the proposal.
12. City reserves its right to reject any and all proposals. No obligation, either expressed or implied, exists on the part of CITY to make an award or to pay any costs incurred in the preparation or submission of a proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of award. All costs associated with the preparation or submission of proposals covered by this RFP are solely the responsibility of the Contractor.

13. Contractors must state if the proposed rate is guaranteed for the term of the contract or if it is subject to adjustments. If subject to adjustments, Contractor must state the frequency of adjustments and how adjustments are determined.
14. After the proposal due date, evaluation and proposal clarification will commence.
15. CITY may require Contractors found most responsive/responsible to **make demonstrations or provide site visits** during the proposal evaluation process. If presentations are required, Contractors shall provide representatives capable of explaining, in detail, the proposed services and addressing all questions. City may provide a list of questions to the Contractors prior to the presentation/demonstration. In addition to addressing these questions during presentations, Contractors shall provide written responses to these questions, as well as any questions raised during the presentation. Response to questions arising from the presentation will be provided to the City of Costa Mesa within four (4) business days following the presentation and/or demonstration and should be submitted to the address as set forth in Item C-4 above.

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

Proposal must be concise and with sufficient detail to allow accurate evaluation and comparative analysis. *Response items must be indexed in the following order with individual tabs:*

A. Cover Letter:

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter includes an introduction of the firm and statement of professional qualifications.

B. Company Data:

Please submit the following information:

1. Official name and address.
2. Indicate what type of entity (corporation, company, joint venture etc). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
3. Federal Employer I.D. Number.
4. The address, telephone numbers and fax numbers of each of your firm's locations.
5. A detailed statement indicating whether Contractor is totally or partially owned by another business organization or individual.
6. A detailed statement indicating whether Contractor is totally or partially owned by another business organization that will be providing services, supplies, material or equipment to proponent, or in any manner does business with Contractor under this agreement.
7. Number of years Contractor has been in business under the present business name.
8. Number of years of experience the Contractor has had in providing required, equivalent, or related services.
9. Relevant comparable contracts completed during the last five (5) years. Please indicate:
 - Year
 - Type of Contract
 - Contracting Agency
10. Any failures or refusals to complete a contract and explanation.
11. Financial interests in other lines of business.

C. Resumes and Qualifications of Personnel:

The Contractor shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the account. In its assessment of the proposal, CITY will place considerable emphasis on the commitment by the Contractor to provide qualified personnel for the execution of the contract. The Contractor shall furnish resumes in outline form for

SECTION III

SCOPE OF WORK

CITY OF COSTA MESA

Request for Proposal

Driver Services

RFP 080102REC

OBJECTIVE: The City of Costa Mesa is soliciting proposals from qualified companies to provide driver services for a Senior Mobility Program in Costa Mesa.

BACKGROUND: The City of Costa Mesa (CITY) has entered into a cooperative agreement with the Orange County Transportation Authority (OCTA) to begin a Senior Mobility Program (SMP). OCTA is providing grant funds to CITY for the purpose of transporting senior residents on various trips throughout Costa Mesa and Hoag Hospital Newport Beach. CITY is requesting proposals from qualified firms to provide drivers for this service, as outlined in this Scope of Work.

Currently, the Costa Mesa Senior Corporation (CORP) operates 1 fifteen-passenger CITY bus in a similar capacity. This service will terminate when the SMP contract begins. CORP transports approximately 25 passengers per day on various medical, shopping and recreational trips in CITY, traveling approximately 90 miles per day.

The City of Costa Mesa was incorporated in 1953 as a general law city with a council-manager form of management. The current population of Costa Mesa is 108,000, of which 15% or 16,294 are seniors (55 or older). The CITY is 16 square miles, bordered by Newport Beach, Huntington Beach, Santa Ana and Irvine, has 188 miles of paved road, and 3 freeways (I-405, SR-55 and SR-73, a toll road).

The Costa Mesa Senior Center is the largest Senior Center in Orange County, serving approximately 300 guests per day. The CITY owns the building and leases it to CORP, a non-profit organization, to operate the Center. The Center opened in 1992 and is located on the West Side of Costa Mesa, on 19th Street, near Pomona Ave.

TERM: CITY is seeking a three (3) year contract, with 2 optional 1-year extensions. Should OCTA discontinue the grant funding, CITY may, at its option, terminate the contract with 30 days written notice.

ASSIGNED PERSONNEL: CONTRACTOR shall designate a Project Manager to be assigned to this account to act as the primary contact for the CITY. CONTRACTOR will assign, on a daily basis, qualified, trained, and courteous drivers to operate CITY owned vehicles for the SMP. At any time,

CITY may, in its sole discretion, request that any assigned personnel (drivers) be removed from the project and CONTRACTOR shall assign a new driver immediately, with no disruption in service.

AUDIT: CONTRACTOR will cooperate with CITY and make available any and all files and records available for audits. CITY will have reasonable access to the necessary portions of CONTRACTOR facilities, records and files for review or audit purposes.

INSPECTIONS: CONTRACTOR shall, in a timely manner, fully and completely cooperate with any and all inspections of the bus and driver by any agency, including City, County, State and Federal agencies. If a request for inspection is sent directly to CONTRACTOR, CONTRACTOR shall immediately notify CITY of the request for inspection and provide sufficient time as to allow CITY representative to be present during inspection.

RIDERSHIP ELIGIBILITY: All senior residents of CITY are eligible to use this free service. If an eligible rider is accompanied by a caregiver, the caregiver will also ride free of charge.

RECORD ACCESS: CONTRACTOR shall provide to CITY, upon demand, proof of all necessary licenses, certificates, and training demonstrating sufficient skills in assisting senior or handicapped passengers enter, ride and exit the vehicle.

REPORTS: CONTRACTOR shall, at a minimum, include the following:

1. On a daily basis, track ridership data including, but not limited to number of passenger, type of trip, number of service miles, number of service hours and number of non-service miles.
2. On a weekly basis, CONTRACTOR will submit weekly rider ship and service data to CITY including, but not limited to number of trips, type of trip, number of passengers, number of service miles, and number of service hours. City will provide a form for tracking this information.
3. This weekly report shall be due to CITY no later than Monday 2PM for the previous weeks activity.
4. Special reports to be provided as requested by CITY.

SERVICE DAYS/HOURS: CONTRACTOR will operate the Costa Mesa SMP 5 days per week, Monday through Friday, from 8:00AM until 5:00PM. This equals 9.0 hours per day, 45 hours per week. The SMP will not operate on the following CITY holidays: New Years Day, Labor Day, July 4th, Memorial Day, Thanksgiving Day, and Christmas Day (6 holidays). Annual service hours shall not exceed 2286, unless prior written authorization is provided by CITY. CONTRACTOR shall be paid only for the actual hours worked.

SERVICE TYPE: In order to operate a successful transportation service between the Costa Mesa Senior Center and various locations throughout the CITY, respondents to this RFP must provide all necessary drivers, insurance, recordkeeping and reporting, and necessary communication equipment to efficiently and effectively provide a safe, dignified and friendly service.

The SMP service will operate on a point-to-point service transporting individuals and groups to and from various locations within the CITY limits, and Hoag Hospital Newport Beach. However, trips need not be direct from each origin to each destination. This is a shared ride service and trips may be grouped or chained to allow the most efficient use of the vehicles. There will be no pre-determined

fixed routes or schedules. Trips will be made in response to rider requests on a first come first served basis.

CITY will provide all necessary vehicles, maintenance, repair, consumable products (gasoline, oil etc), vehicle storage, and contract administration services.

CORP will provide reservation and scheduling services, daily trip sheets and customer service for this program.

It is anticipated that all three parties to this program, CITY, CORP, and CONTRACTOR will openly communicate and cooperate to provide a safe, enjoyable and dignified service to the Costa Mesa senior population.

CUSTOMER RELATIONS: CONTRACTOR shall participate in on-going customer relation efforts as coordinated by CITY. Contractor shall attend meetings as requested by CITY to address various issues such as service concerns, or marketing of the SMP. Occasionally, CITY may request CONTRACTOR to provide services for and participate in promotional or community service activities.

DRIVER RESPONSIBILITIES:

- Driver shall provide curb to curb service
- Driver is not allowed to enter a residence
- Driver may assist customer with boarding or exiting if requested
- Driver may handle personal belongings of passengers only if requested and only during boarding and exiting. Driver will set them in a safe place such as a curb or on a bench or in a cart, but may not carry or move items beyond that point
- All passengers (or companions) will be treated in a respectful and courteous manner, with appropriate attention to the differences among individuals with disabilities
- Driver is not allowed to solicit or accept tips, cash gifts or any other payment for services.
- Driver is not allowed to operate a cell phone, wear headphones, read, eat or drink while operating the vehicle
- Driver must ensure that all passengers are seated before pulling away from the stop
- Driver must possess a valid California Class B drivers license with a "P" endorsement, OR the appropriate license for the vehicle assigned
- Driver will be clean and neatly dressed
- Drivers must have a current Red Cross First Aid certification and must carry the certification card at all times on duty
- Driver may be requested to assist with the boarding and exiting of handicapped individuals. It must be understood that assisting passengers, such as handicapped individuals, may at times require both physical strength and sensitivity
- Driver will ensure that no animals, except registered/certified Seeing Eye or companion animals are allowed in the vehicle. Pets, therapy animals etc are NOT allowed in the vehicle
- In the event of an accident/incident, driver will immediately notify CITY Communications and follow the instructions provided. In addition, CONTRACTOR will immediately notify CITY via FAX or telephone and follow-up in writing within 3 business days.

SECTION IV

COMPENSATION/TERMS OF PAYMENT

CITY OF COSTA MESA

Request for Proposal 080102REC

Driver Services

Please provide your quotations in the following ways: Please base all quotations on providing 2286 annual hours of service.

Flat Hourly Rate: _____

Flat Annual Rate: _____

All quotes are required to include ALL costs and fees associated with providing services, including all wages, overhead, insurance, benefits, training and other expenses. If any costs are outside of this quote, CONTRACTOR must note it below. No fees, costs or charges will be considered or paid by CITY that are not identified in this proposal.

SECTION V

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA

Request for Proposal

Driver Services

Costa Mesa Senior Mobility Program

COMPENSATION/TERMS OF PAYMENT

CITY OF COSTA MESA

Request for Proposal 080102REC

Driver Services

Please provide your quotations in the following ways: Please base all quotation on providing **2286** annual hours of service.

	Year One	Year Two	Year Three
Flat Hourly Rate:	\$22.31	\$22.98	\$23.67
Flat Annual Rate: (2286 VSH)	\$51,000.66	\$52,532.28	\$54,109.62

* 2nd and 3rd years reflect a 3% Cost of Living as shown
* Includes Automobile Liability Insurance

All quotes are required to include ALL costs and fees associated with providing services, including all wages, overhead, insurance, benefits, training and other expenses. If any costs are outside of this quote, CONTRACTOR must note it below. No fees, costs or charges will be considered or paid by CITY that are not identified in this proposal.