REQUEST FOR PROPOSALS (RFP)

for:

CITY OF PICO RIVERA
DIAL-A-VAN OPERATION AND MAINTENANCE

Proposal due date:
November 15, 2021
September 30, 2021 - at or before 5:00 p.m.

Natalie Glasman, Analyst
City of Pico Rivera
City Clerk’s Office
6615 Passons Boulevard
Pico Rivera, California 90660
NOTICE OF REQUEST FOR PROPOSALS
(RFP-DAV 202108)
CITYOF PICO RIVERA

Dial-A-Van Operation and Maintenance

TO: ALL PROPOSERS

FROM: City of Pico Rivera

The City of Pico Rivera (“City”) is located approximately eleven (11) miles southeast of downtown Los Angeles, on the eastern edge of the Los Angeles Basin, and on the southern edge of the San Gabriel Valley. The towns of Pico and Rivera, from which the City of Pico Rivera originated, were incorporated as one municipality and as a general law city on January 29, 1958. The City is bounded on the north by South El Monte, on the east by portions of City of Industry, unincorporated Los Angeles County and Whittier, on the west by Montebello, and on the south by Downey. The City has a total land area of approximately 8.3 square miles. The City is generally bound by Whittier Narrows Dam on the north, San Gabriel River on the east, Telegraph Road on the south and the Rio Hondo Channel on the west. Rosemead Boulevard (State Highway 19) runs north-south through the middle of the City. Whittier Boulevard (State Highway 72) runs east-west through the City.

The City of Pico Rivera, Transportation Division, requests proposals from qualified firms (“Proposer”) to coordinate and provide the operation and maintenance services for a responsive transportation system for seniors and persons with disabilities. The system will be operated as a dial-a-van service, hereinafter referred to as the “DAV Program” or “DAV Service” in accordance with the terms and conditions set forth in this solicitation.

Proposals must be received in the City of Pico Rivera’s City Clerk’s office at or before 5:00 p.m. on September 30, 2021 November 15, 2021.

Proposals must be delivered, by the U.S. Postal Service, Federal Express, or other means and shall be addressed as follows:

Natalie Glasman, Analyst
City of Pico Rivera
City Clerk’s Office
6615 Passons Boulevard
Pico Rivera, California 90660
Proposals will not be accepted in person by Proposer. Proposals are considered received once time-stamped at the physical address cited above. Proposals and amendments to proposals received after the date and time specified above will be returned to the Proposer unopened.

A virtual mandatory pre-proposal conference to discuss the details and respond to inquiries specific to the RFP will be held as follows:

September 14, 2021 at 10:00 a.m.

All questions concerning this RFP shall be put in writing on or before September 20, 2021 and sent to Natalie Glasman, Analyst at City of Pico Rivera, City Clerk’s Office, 6615 Passons Boulevard, Pico Rivera, California 90660. Proposers must participate in the virtual pre-proposal conference to be eligible to submit a RFP for this project.

Interviews with Proposers will be conducted on this procurement, and the City will subsequently award a contract based upon the proposal evaluation and interview conducted as described in the Scope of Services section of this RFP.

All Proposers will be required to comply with all applicable equal opportunity laws and regulations. The award of this contract is contingent upon the Proposers’ ability to carry out the provisions of the proposed agreement included in this RFP.
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SECTION I: INSTRUCTIONS TO PROPOSERS

INTRODUCTION

The City of Pico Rivera, Transportation Division, invites proposals from qualified and experienced transportation providers (“prospective Contractors”) to provide Paratransit Transportation services to qualified senior citizen and disabled residents of the City of Pico Rivera for medical and non-medical locations within a designated geographical boundary.

PROJECT DESCRIPTION

The City of Pico Rivera, Transportation Division, requests proposals from qualified firms (“Proposer”) to provide accessible transportation services to seniors and persons with disabilities who cannot ride traditional fixed-route buses. This may include the provision of specialized curb-to-curb transportation services to seniors (55+) and people with disabilities. The system will be operated as a Dial-A-Van service, hereinafter referred to as the “DAV Program” or “DAV Service” in accordance with the terms and conditions set forth in this solicitation.

SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

The Proposal should be organized as follows so an evaluation can be made of all providers’ submittals on a similar basis:

Date and Time

Sealed proposals must be received by the City’s Clerk’s office at or before 5:00 p.m. on September 30, 2021 November 15, 2021.

Natalie Glasman, Analyst
City of Pico Rivera
City Clerk’s Office
6615 Passons Boulevard
Pico Rivera, California 90660

Proposals received after the above-specified date and time will be returned to Proposers unopened.

Identification of Proposals

Proposers shall submit an original and three (3) paper copies of their proposals in a sealed package addressed as shown above by the specified deadline. The envelope must show the Proposers name and address, and be clearly marked with the name of the RFP. In addition to paper copies, Proposers must include (1) electronic copy of their entire submittal package in a readable “pdf” format, on a flash drive, as a
single document (optimized and compressed). An electronic copy will not be accepted in-lieu of the paper copies required. Failure to comply with these submittal instructions may render the proposal non-responsive.

Acceptance of Proposals

A. City of Pico Rivera reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

B. City of Pico Rivera reserves the right to withdraw or cancel this RFP at any time without prior notice and the organization makes no representations that any contract will be awarded to any Proposer responding to this RFP.

C. City of Pico Rivera reserves the right to issue a new RFP for the project.

D. Each proposal will be received with the understanding that acceptance by City of Pico Rivera of the proposal to provide the services described herein shall constitute a contract between the Proposer and City of Pico Rivera upon the formal award of the City Council, which shall bind the Proposer to furnish and deliver at the cost stated, and in accordance with conditions of said accepted proposal and specifications.

E. The City of Pico Rivera reserves the right to investigate the qualifications of any Proposer, and/or require additional evidence of qualifications to perform the work.

Addenda

City of Pico Rivera reserves the right to amend the RFP documents. Any amendments to the RFP shall be described in written addenda. Notification of the addenda will be distributed to all prospective proposers officially known to have received the RFP.

Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City of Pico Rivera will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions.

Failure of any prospective proposer to receive the notification or addenda shall not relieve the proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP.

Proposers shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.
Pre-Proposal Conference

A mandatory, virtual, pre-proposal conference to discuss the details and respond to inquiries specific to the RFP will be held on September 14, 2021. Virtual attendance at the conference is mandatory. No submittal will be accepted from any Contractor who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein.

Questions, Clarifications, Interpretations

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no Proposer, subcontractor, lobbyist or agent hired by the Proposer shall have any contact or communications regarding this RFP with any City representatives or any Proposer or consultant involved with the procurement, other than the person named below or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail or formal written communication. If a Proposer, subcontractor, lobbyist, or agent hired by the Proposer engages in such prohibited communications, this may result in disqualification of the Proposer at the sole discretion of the City of Pico Rivera.

Should a Proposer require clarifications of this RFP, the Proposer shall notify the City of Pico Rivera in writing in accordance with Section VI, below. Should it be found that the point in question is not clearly and fully set forth, the City of Pico Rivera will issue a written addendum clarifying the matter which will be sent to firms on the bidder’s list.

Proposals may be rejected if they show such items as alteration of form, conditional or incomplete proposals, irregularities that make the proposal ambiguous, or signature by other than an authorized person. Questions concerning this RFP must be submitted by September 20, 2021 via electronic mail, and directed to nglasman@picorivera.org between the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday, except holidays. The City of Pico Rivera will respond to Proposer questions via electronic mail, or by Addenda as specified above.

Procurement Schedule

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
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<tr>
<td>Availability of Request for Proposal (RFP)</td>
<td>August 19, 2021</td>
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<tr>
<td>Mandatory Pre-proposal Conference</td>
<td>September 14, 2021</td>
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<td>Last Day to Submit Questions</td>
<td>September 20, 2021</td>
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<td>Answers Posted on Web</td>
<td>September 23, 2021</td>
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<td>October 7, 2021</td>
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<td>Proposal Submittal Deadline</td>
<td>September 30, 2021</td>
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<td></td>
<td>November 15, 2021</td>
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<td>Task Description</td>
<td>Timeline</td>
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<td>------------------------------------------------------</td>
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<tr>
<td>Staff Review of Proposals</td>
<td>October 2021</td>
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<td>November/December 2021</td>
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<td>Interview(s) with Top Ranked Contractor(s)</td>
<td>TBD</td>
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<tr>
<td>Contractor Selection</td>
<td>Anticipated November 2, 2021</td>
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<td>December 2021/January 2022</td>
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<tr>
<td>City Council Award (Implementation)</td>
<td>Anticipated November 9, 2021</td>
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<td>January/February 2022</td>
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<td>It will be the sole responsibility of the selected contractor to perform all duties and tasks as may be necessary for start-up of operations, including driver and office staff hiring; training and certification; vehicle acquisition (utilizing City of Pico Rivera vehicles); and other necessary transition activities.</td>
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<tr>
<td>Notice To Proceed (NTP)</td>
<td>Anticipated January 1, 2022</td>
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<td>February/March 2022</td>
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<td>Upon execution of agreement, receipt of required insurance, and proof of City business license documents.</td>
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<td>February/March 2022</td>
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Pre-Contractual Expenses

City of Pico Rivera shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of their proposal. Proposer shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by Proposer such as:

A. Preparing its proposal in response to this RFP; or
B. Submitting that proposal to City of Pico Rivera; or
C. Negotiating with the City of Pico Rivera any matter related to this proposal; or
D. Any other expenses incurred by Proposer prior to the effective date of the Contract.

Joint Offers

Where two (2) or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The City of Pico Rivera intends to contract with a single firm and not with multiple firms doing business as a joint venture.

Contract Type

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully burdened labor rates and anticipated expenses for work specified in the attached Scope of Services, included in the RFP.

Conflict of Interest

All Proposers responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships, or contracts, a Proposer is unable, or potentially unable to render impartial assistance or advice to the City of Pico Rivera. In this case, a Proposer’s objectivity in performing the work identified in the RFP Scope of Services is or might be otherwise impaired; or a Proposer has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Proposer’s proposal.

All Proposers must disclose in their proposal and throughout the course of the evaluation process if they have, in any way, lobbied the City of Pico Rivera staff or the City Council.

Examination of Proposal Documents

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City of Pico Rivera’s objectives.

SECTION II: PROPOSAL CONTENT

Proposals shall be no more than 50 pages, excluding a cover letter of up to two (2) pages,
dividers, matrix, schedule, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP may not be given further consideration.

- All pages must be eight and a half by eleven inches (8 1/2” x 11”) sized paper with standard twelve-point (12-point) Arial font, single spaced.
- Three-ring (3-ring) binder or bound.
- Print double-sided to the maximum extent practicable. Use tabs or other separators within the document. Submit a flash drive of all documentation in Adobe Acrobat PDF format.

The Contractor’s Proposal shall include, at a minimum, the following information listed below in the same order as requested:

**Letter of Transmittal**

The qualification proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. The letter accompanying the qualification proposal shall also provide the name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

Introduction of the proposal, including a statement of understanding for the services, discussion on how these services will be accomplished, the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed subconsultants shall be identified and included in the proposal (all subconsultants must be approved by the City prior to signing the agreement with the City).

The Letter of Transmittal shall be addressed to: Pamela Yugar, Director of Parks and Recreation and must, at a minimum, contain the following:

A. Identification of Proposer that will have contractual responsibility with the City of Pico Rivera. Identification shall include legal name of company, corporate address, telephone and facsimile number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.

B. Identification of all proposed subcontractors including legal name of company, contact person’s name and address, phone number and fax number, and email address; relationship between Proposer and subcontractors, if applicable.

C. Acknowledgement of receipt of all RFP addenda, if any.
D. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.

E. Statement attesting that all information submitted with the proposal is true and correct.

F. Name, title, telephone number and email address of the primary contact who would be able to respond to questions about the proposal

G. Signature of a person authorized to bind Proposer to the terms of the proposal.

Proposal Cover Page
(Required)

Table of Contents
(Required)

Executive Summary

Provide a brief summary describing the Proposer’s ability to perform the work requested, a history of the Proposer’s background and experience providing services, the qualifications of the Proposer’s personnel to be assigned to this project, any subcontractor, subconsultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the Proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors, and/or suppliers.

Response to Scope of Service

Each question below should be presented before the Proposer’s response:

A. Qualifications and Experience of the Firm

1. Describe your company's history and organizational structure. Include the size of the firm, location of offices, years in business, name(s) of owner(s)/principals of the company, and number and position titles of the company. Include an organizational chart. A proposer must present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the proposal.

2. What is the primary business of the parent company and/or affiliates?

3. Which office(s) of your organization will have primary responsibility for managing this project? List the members of your team who will be
responsible for providing the services and for on-going project support.

4. What is your firm’s experience conducting the services requested? Describe comparable projects performed by your firm in the last five (5) years, including the number of projects, scope of service, and status of projects.

5. Discuss any on other elements that differentiate your company from your competitors.

B. Qualifications and Experience of Proposed Project Team

1. Describe the qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Include any public agencies your company has worked with in the past three years, and what services were provided. Include details on how overall staff oversight and supervision will be provided for this contract.

2. Identify and provide the resume(s) of the personnel who will be assigned to this contract.

C. Questions/Response to Scope of Services

1. Describe the methods by which your firm will fulfill the services requested in the Scope of Services attachment and subsequent sections of this RFP.

2. Describe the operational plan for maintaining on-time performance, including the firm’s operational plan for expeditiously resuming service in the event of a road call or other interruption in service.

3. Provide a statement of the service(s) that differentiate your firm from other respondents.

Fee Proposal

1. Fees for the proposed services should be provided in accordance with the Fee Proposal Requirements detailed in Section III below. Fee quotes should include all cost elements necessary for completion of all work indicated in the attached Scope of Services included herein. Fees must be accurate and detailed by service.

2. Outline billing and payment procedures and expectations, including timing and method of payment on a monthly basis.

3. Describe any remaining fees not previously detailed in the above.

References

List the name, address, and telephone number of references from at least five (5)
currently active contracts. Include a brief description of the work provided for each reference. California municipal or county agencies are preferred. The references should include the start date for each contract.

**Implementation Schedule**

Include a detailed implementation schedule with an estimated project start date of service for Pico Rivera. Discuss key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

**Certificate(s) of Insurance**

The City will require the successful Respondent (or Proposer) to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See Attachment C - City DAV Agreement for more information on the City's insurance requirements.

**Contract Exceptions**

The City **WILL NOT** accept any proposed requested changes to the material provisions of the City’s DAV Agreement including the ability to meet the stipulated insurance requirements and other contractual terms therein. Please submit a proposal only if there is a clear understanding that your firm can execute the City’s DAV Agreement without any changes. By submitting a proposal, Proposers are certifying that they understand and will comply with the requirements of the RFP and any issued addenda.

**SECTION III. FEE PROPOSAL SUBMITTAL REQUIREMENTS**

Submit a fee proposal to accomplish each task in a Not-to-Exceed Fee format which must include estimated reimbursable expenses to complete each major task/activity described in the attached Scope of Services. The fee proposal must provide a breakdown of approximate personnel-hours by classification (job title and hourly rate) in order to accomplish each task and subtask described in the Scope of Services. Meetings, either on-site or by telephone, shall be included as work within each task. Time to accomplish each task shall be expressed in calendar days. The successful selected contractor's (“Contractor”) monthly invoices must reflect the same information in order to be processed.

Include a fee schedule for reimbursement items on an as-needed basis and cost estimates for each task. Each Proposal shall itemize the unit and extended price for each line item indicated on the price/cost sheets. The City's cost policies on Contractor expenses are as follows:
• Hotel, Meals, and Airfare – The City will not reimburse for lodging, meals, mileage or transportation for the Contractor or its agents.

• Entertainment/Personal Services – Under no circumstances are expenses related to entertainment (i.e., theater tickets, sporting events, etc.) or personal services (i.e., dry cleaning, haircuts, etc.) reimbursable.

• Printing and Photocopies – All printing and photocopying costs shall be included in the not to exceed fees.

• Incidental Expenses – There will be no reimbursements for deliveries/transmittals, telephone expenses or equipment rental/purchases.

• Proposal Preparation Costs – The City will not reimburse the Contractor for any costs associated with the preparation of a proposal.

• Other Expenses – Proposals may include a list of itemized unit costs of billable expenses typically incurred in the performance of the contract. Items which have not been specified, shall be approved by the City prior to providing and billing the expense.

SECTION IV. EVALUATION AND AWARD PROCESS

Proposals will be judged on the Proposer’s ability to provide services that meet the requirements set forth in this RFP. The City reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to provide services meeting a satisfactory level of performance in accordance with the City’s requirements. Interviews and presentations by one, several, or all of the Proposers may be requested by evaluators if deemed necessary to fully understand and compare the Proposer’s capabilities. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

1. EVALUATION CRITERIA

An appointed selection panel will review and rate all responsive Proposals, based on the following criteria:

A. Qualifications of Contractor and Financial Stability 35%

Technical experience in performing work of a closely similar nature; experience, working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

i. Knowledge of the service area associated with the attached Scope of Services and demonstrated ability to service the City through a calculated work plan.
   a. Service Planning.
b. Contractor’s current operating capacity and how the City of Pico Rivera could potentially affect its operation.

ii. Relevant experience and references with contracts possessing the same capacity and ability to perform the required services as it relates to a Dial-A-Van (DAV) Program or equivalent.

iii. Description of the performance standards the Contractor has established for its contract operations.

iv. Ability to comply with all requirements within RFP.

v. Demonstration of adequate financial resources.

a. Free of liens and encumbrances that could potentially affect a contract with the City of Pico Rivera.

B. Qualifications of Staff, Operations, Facility and Resources 25%

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel’s level of involvement in performing related work cited in “Qualifications of Contractor and Financial Stability” section; logic of project organization; adequacy of labor commitment; concurrence regarding the restrictions on changes in key personnel.

i. Organizational structure in terms of its effective use of personnel and time commitment of Project Management.

ii. Quality of proposed administration and reporting competencies.

a. Incident/Accident Reporting.

b. Customer Complaint Resolution.

iii. Thoroughness of Contractor operating policies and procedures. Quality of proposed operating facilities including dispatch systems and communication equipment, maintenance facility and condition of equipment.


b. Maintenance Record Keeping.

iv. Description of Management personnel, their background/experience, assigned tasks to contract, and responsibility.

v. Number of personnel supporting contract and list of certifications/qualifications held by specific job classification and any existing labor contract provisions that may restrict contractor performance and/or contractor compliance.

a. Certification Training.

C. Work Plan and Scope of Service 20%

Depth of Proposer’s understanding of City’s requirements in Attachment A and overall quality of work plan/operating methodology; logic, clarity and specificity of work plan; appropriateness of resource allocation; utility of suggested technical or procedural innovation; quality of samples of similar work specified.
i. Operating Methodology as it relates to "industry best practices" and the
comparison to the Contractor's methods to other similar competitors.
   a. Fare collection process.
   b. Passenger pickup/destination logs.
ii. Demonstration of Contractor's comprehension of the RFP through practices
    of training programs, drug and alcohol programs, anti-harassment training,
    performance measures, internal quality assurance oversight controls,
    preventative and maintenance programs and NTD reporting, etc.
   a. Personnel development.
   c. New Hire Training
   d. Maintenance Training.
   e. Supervisor Training.
   f. Sensitivity Training.
iii. Description of how the Contractor has addressed written notices
    regarding poor/unsatisfactory performance in the past three (3) years.
    a. Accomplishments and shortcomings.
iv. Description of how the Contractor would facilitate and manage the transition
    from the current provider to the new provider of services.
    a. Historical experience.
    b. Accomplishments and shortcomings.
v. Description of Contractor's response to preventive maintenance program,
    road-calls, vehicle repairs, technological equipment as it relates to
    maintenance, dispatch, etc.
    a. Reporting.
    b. Cost effective solution to manage parts level.
    c. Vehicle cleanliness.
vi. Proposal shall include a Work Plan which would delineate the approach the
    Contractor would utilize to complete the work. The plan shall demonstrate
    the Contractor's understanding of the attached Scope of Services. Contractor
    should refine and/or expand each Scope of Service in the RFP to reflect the
    particular plan they would use to perform the work. Contractors shall address
    any problems that they may envision to be associated with the work, citing
    specific suggestions for avoiding these problems. The work plans should also
    include how the DIAL-A-VAN (DAV) Service would be conducted from the initial
    customer telephone request for service to invoicing the City.

D. Cost and Price

The standard proposal form requires firm costs per service hour including
maintenance, fuel, personnel and all other costs. The proposed costs, as provided
in the proposal form, will be evaluated as the Contractor's most favorable terms
and conditions. In the proposal, the Contractor must provide a summary of justification on how the costs were achieved and must provide a contingency plan as it relates to foreseeable increases in the following, but not limited to: fuel, labor costs, insurance, etc.

An evaluation committee will be appointed to review all proposal for this RFP. The committee is comprised of City staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section IV. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members’ score for each proposal.

During the evaluation period, the City may interview some or all of the proposing firms. The City has established a date during October 2021 as the date to conduct interviews, and all prospective Proposers are asked to be available when a date is established. No other interview will be scheduled. If the Proposer is unable to attend the interview on the established date, its proposal will be eliminated from further discussion. The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm’s proposal and qualifications.

At the conclusion of the evaluation process, the evaluation committee will recommend to City’s management the Proposer whose proposal is most advantageous to the City.

2. AWARD

Following evaluation and rating by the evaluation committee, the City’s evaluation committee will recommend award of a contract to the most qualified proposer providing the best value to the City and whose proposal complies with all the requirements prescribed. The successful proposer will be notified, by letter mailed to the address shown on its proposal, that its proposal has been accepted and that it has been awarded the Contract.

If awarded a contract, the Contractor agrees to execute the Agreement in the form included in the RFP and to deliver the executed Agreement to the City of Pico Rivera within seven (7) calendar days after receipt of a Letter of Award issued by the City, together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a written Notice to Proceed (NTP) from the City.

The City may negotiate contract terms with the selected Proposer prior to the award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. The term of the contract will begin when City Council when the contract is fully executed, and all required supplemental paperwork, insurance documents, etc. have been received and approved by the City.
The Proposer should be prepared to commence operation of the Dial-A-Van on the anticipated date of January 1, 2022. It will be the sole responsibility of the selected contractor to perform all duties and tasks as may be necessary for start-up of operations, including driver and office staff hiring, training and certification, vehicle acquisition and other necessary transition activities.

3. NOTIFICATION OF AWARD AND DEBRIEFING

Proposers who submit a proposal in response to this RFP shall be notified in writing of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Proposers who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Proposers, who wish to be debriefed, must request the debriefing in writing or electronic mail and the City must receive it within seven (7) business days of notification of the contract award.

4. BIDDING PROTESTS

The City will review bid protests received within three (3) days of receiving the City’s notice of the intent to award a contract. Bid protests must be submitted in writing and clearly state the basis for the protest, include sufficient facts, reference the exact RFP provision, rule or legal basis for the protest. Bid protests may only be submitted by firms/proposer which submitted a proposal. Upon receipt of a bid protest, the City will review the merits therein and make its determination based on the same. Submission of a protest does not guarantee a different outcome.

SECTION V. PAYMENT TO CONTRACTOR

1. The City will pay the Contractor for all acceptable services rendered in accordance with the “DAV Agreement” (Attachment C attached). City will only accept invoices from the Contractor for work that has been reviewed and approved by City’s staff.

2. When the Contractor is performing, or is requested to perform, work beyond the scope of service detailed in the contract, a written amendment to the contract will be executed between the City of Pico Rivera and Contractor.

3. The Contractor is required to monitor and track the overall project expenditures and report to the City on a monthly basis. Similarly, the Contractor will be responsible for paying and tracking the expiration of the Contract and the associated insurance in a timely manner. Once expired, the City will not be able to process any further payments until deficiencies are rectified.
SECTION VI. OTHER GENERAL CONDITIONS

1. **ADDENDA.** Should it be necessary for the City to issue addenda to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addenda will be distributed to all prospective Proposers officially known to have received an RFP. Failure of any prospective Proposer to receive the notification of addenda shall not relieve the Proposer from any obligation under the RFP therein. Proposal should include a notation that the Proposer is aware of all of the addenda which have been issued and has incorporated their provisions in their proposal. Proposers are responsible for ensuring that they have obtained all addenda.

2. **ADDITIONAL INFORMATION.** The City reserves the right, to request additional information or clarifications from Proposers where it may serve the City’s best interest.

3. **ADDITIONAL SERVICES.** The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City. If such is the case, any additional modifications will be memorialized in a final writing and executed by both parties.

4. **AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent’s authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation prepares the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

5. **AWARD OF PROPOSAL.** City reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria.

6. **COMPLIANCE WITH LAWS.** All proposals shall comply with current federal, state, and other laws relative thereto.
7. **CANCELLATION OF SOLICITATION.** The City may cancel this solicitation at any time.

8. **CONFLICT OF INTEREST.** Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

9. **COSTS.** The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

10. **EXAMINATION OF DOCUMENTS.** It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy him/herself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him/herself from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

11. **INTERPRETATION OF RFP DOCUMENTS.** City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he may submit to the City a written request for an interpretation or correction by the last day to submit questions: September 20, 2021.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. The contact person for all questions regarding this RFP is **Natalie Glasman, Analyst** who can be reached via
e-mail at nglasman@pico-rivera.org. Proposers may not contact any other staff members with questions.

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name, mailing address, and e-mail address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

12. **IRREGULARITIES.** City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager of the City (City Manager).

13. **NON-DISCRIMINATION.** Proposer represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age, or medical condition.

14. **NON-EXCLUSIVE.** Should the City make an award, the successful Proposer will enter into a NON-EXCLUSIVE DAV services agreement; however, the City reserves the right to enter into agreements with other firms.

15. **OFFERS OF MORE THAN ONE PRICE.** Proposers are NOT allowed to submit more than one (1) proposal.

16. **OWNERSHIP.** All data, documents, and other products used or developed during the RFP process become the property of the City upon submission.

17. **NO OBLIGATION.** The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

18. **REJECTION OF PROPOSAL.** City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the City.
19. PROPRIETARY INFORMATION. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. **All Information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within their bid proposal that it considers to be confidential and/or proprietary.** To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a bidder is made, the City will notify the bidder in writing of such demand and shall furnish a copy of the City's written response to the requestor. Bidder may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

20. NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT. Bid proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing Proposers. Adequate precautions shall be taken to treat each Proposer fairly and to ensure that information gleaned from competing proposals is not disclosed to other Proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

21. REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

22. RFP PART OF AGREEMENT. Should an agreement be awarded, this RFP and Scope of Services and all conditions may become part of the agreement between the City of Pico Rivera and the successful Proposer.

23. SEVERABILITY. If any provisions or portion of any provision, of this RFP are held invalid, illegal, or unenforceable, they shall be severed from the RFP and the remaining provisions shall be valid and enforceable.

24. SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services. If a subcontract for work services to be performed exceeds TWENTY-FIVE THOUSAND DOLLARS ($25,000) the subcontract must contain all required provisions of the prime contract.
25. **SUBCONTRACTOR REFERENCES.** For all subcontractors that will be used for providing services as part of the RFP, Proposers must provide a minimum of two (2) references from similar projects performed for any local government clients within the last three (3) years. Information provided shall include:
   - Client name
   - Project description
   - Dates (starting and ending)
   - Technical expertise
   - Staff assigned to reference engagement that will be designated for work per this RFP
   - Client project manager’s name and telephone number

26. **TERMINATION.** CITY shall have the right to terminate the Agreement for any reason on five (5) calendar days’ written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to CITY. The effective date of termination shall be upon the date specified in the notice of termination. CONTRACTOR agrees that in the event of such termination, CITY’s obligation to pay CONTRACTOR shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All CITY data, documents, objects, materials or other tangible things shall be returned to CITY upon the termination or expiration of this Agreement.

27. **VALIDITY.** Proposal must be valid for a period of one hundred twenty (120) days from the due date.

28. **WITHDRAWAL OF PROPOSAL.** Proposers’ authorized representative may withdraw Proposals only by written request received by Natalie Glasman, Analyst, at nglasman@pico-rivera.org, before the Proposal Submittal Deadline.

**SECTION VII. INSURANCE REQUIREMENTS**

Proposer’s insurance coverage should be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than TWO MILLION DOLLARS ($2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than ONE
MILLION DOLLARS ($1,000,000) per accident for bodily injury and property damage.

2. **Business Automobile Liability Insurance**: For all vehicles used in relation to taxi based services (defined as vehicles with a capacity of ten (10) passengers including the driver or less) insuring all owned, non-owned and hired automobiles and blanket contractual liability, coverage with a minimum limit of liability of ONE MILLION DOLLARS ($1,000,000) combined single limit per accident for bodily injury and property damage.

3. **Workmen’s Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit if no less than ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury or disease.

   (Not required if CONTRACTOR provides written verification that it has no employees)

4. **Professional Liability**: (Errors and Omissions) Insurance appropriate to the CONTRACTOR’S profession, with limit no less than ONE MILLION DOLLARS $1,000,000 per occurrence or claim, THREE MILLION ($3,000,000) aggregate.

If the awarded Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. The City shall have no responsibility of liability for such insurance coverage.

5. **Other Insurance Provisions**

   The insurance policies are to contain, or be endorsed to contain, the following provisions:

   **A. Additional Insured Status**

   The City, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

   **B. Primary Coverage**

   For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the
City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

C. **Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days’ prior written notice (10 days for non-payment) has been given to the City.

D. **Waiver of Subrogation**

The awarded Contractor shall grant the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

E. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

F. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

G. **Claims Made Policies**

If any of the required policies provided coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
H. **Verification of Coverage**

The awarded Contractor shall furnish the AGENCY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

I. **Subcontractors**

The Contractor shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein.

J. **Special Risks or Circumstances**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
SCOPE OF SERVICES

It is the aim of these specifications that the selected Contractor ("Contractor") provides a complete product as prescribed. Any items omitted from such specifications which are clearly necessary for the successful operation of the project, although not directly specified or called for in this RFP, the quality of standard components not covered by the language of these specifications will be a factor determining a proposal award. No advantage shall be taken by the Contractor in the omission of any part or detail which goes to make the vehicles or equipment complete and ready for service, even though such a part is not mentioned in these specifications.

The service shall be the best obtainable utilizing the fleet of vehicles: three (3) nine-passenger Starcraft Starlite Ford Transit Cutaway ADA Bus. The vehicles are already equipped with security cameras, handrails and guards provided by and owned by the City and identified by the City’s unique branding. The price to be quoted and submitted shall include all items of labor, fuel, materials, tools and any other costs necessary; including vehicle storage, cleaning and maintenance to fully implement the DAV System for senior citizens and Disabled Persons; pursuant to the provisions referenced in this RFP.

The Contractor shall coordinate, manage, and control all necessary DAV program activities that shall include: providing vehicle operations; vehicle storage, cleaning, and maintenance and operating personnel; providing vehicle operator and other personnel training; ridership data for NTD purposes; developing administrative procedures, performance statistics, and financial records; and developing methods to maximize service efficiency. The Contractor shall provide a customer service-oriented DAV operation of the highest quality.

The Contractor shall abide by and obey all applicable Federal, State, and City laws and regulations; as well as local air pollution control laws and regulations, including but not limited to the California Air Resources Board and South Coast Air Quality Management District, applicable to the Contractor. The Contractor must also fully comply with all provisions of the Americans with Disability Act ("ADA") requirements; and must certify that they have a drug-free workplace and comply with Government Code Section 8355 (Certification of Drug-Free Workplace). The DAV service parameters are further detailed below.

A. Hours of Operation

The contractor shall provide standard operating transportation services seven (7) days a week, Monday through Sunday, with the first pick-up no earlier than 7:00 a.m. and the last pick-up no later than 6:00 p.m., Monday through Friday, and the first pick-up no earlier than 7:00 a.m. and the last pick-up no later than 4:00 p.m. Saturday through Sunday. In addition, the DAV service shall be available for City wide events and special program outside the specified standard operating transportation services that may include after-hours.
At all times during hours of operation, there shall be sufficient knowledgeable personnel to cover operational and management aspects of the program, including drivers, office personnel, dispatchers and management staff.

All operating hours are subject to change. It is probable that the DAV service will be adjusted at some future time by the City. Adjustments may include, but are not limited to, expanding or decreasing service hours.

B. Service Area

The Contractor shall transport eligible users to and from any location within the City limits, as well as, confirmed satellite points provided by the City. Contractor shall also transport DAV program users to a medical appointment at any location within a six-mile (6-mile) radius from Pico Rivera’s City Hall: 6615 Passons Boulevard. (Refer to Attachment B for Service Area Map).

C. Eligible Users

“Eligible Users” shall be City residents who are at least fifty-five (55) years of age or disabled persons of any age. The term disabled is intended to include all who are unable to use public transit because of illness, injury, or other permanent disability. The Contractor shall provide DAV services to all Eligible Users who have been registered.

The Contractor must allow a registered care attendant to travel with an Eligible User, if indicated on the City of Pico Rivera issued identification card. The Contractor must ensure disabled participants who are under 18 years of age are accompanied by an adult.

The Contractor must allow a service animal to travel with persons with disabilities as indicated on the Eligible User’s profile.

D. Registration and Identification Information

The City of Pico Rivera will register and certify Eligible Users of the DAV Program (hereinafter “DAV participants” or “participant”).

Although the City conducts registration operations, City of Pico Rivera reserves the right to be able to access and/or share the registration service and software program utilized by the Contractor to note or make any changes to participant’s information such as phone number, address, etc.

E. Dedicated Telephone Number

The Contractor will maintain a dedicated telephone number for the exclusive use of the DAV program and all calls answered on the dedicated phone line must be identified as “Pico Rivera Dial-A-Van.”
The selected Contractor shall be responsible for all related phone and fax costs including incoming direct dial phone lines and all other usage costs (long distance charges if applicable) related to the Dial-A-Van program.

F. Radio Equipment Requirements

The Contractor shall be responsible equipping two-way radios or other advanced communication devices connecting each vehicle used in the DAV service adequate to the amount of airtime necessary for dispatching the Dial-A-Van vehicles, and to ensure clear communications throughout the service area and satellite points. The Proposal shall indicate the type, model, and style of the radio system utilized, and document that its radio communication service system will allow communication in all areas of service area, satellite points and contain a back-up system.

Computer and communication technologies have a wide range of applications in facilitating efficient paratransit operations, including but not limited to applications (apps); scheduling software; GPS; and real time information.

Communication between the Dispatch Office and the drivers is currently carried out via cell phone or a radio system until the end of the DAV operations each day.

G. Telephone Services Requirements

The Contractor shall have adequate staffing levels to ensure rapid and accurate response to phone calls from users of the DAV service. The customer should not experience busy signals when contacting the telephone reservation line; and incoming calls should rollover to other available trunk lines, as applicable. Staffing must be sufficient to achieve an average initial hold time for calls of no longer than two (2) minutes. Contractor must resolve a minimum of ninety-five percent (95%) of all calls within five (5) minutes.

The Contractor shall have trained staff that is knowledgeable and will ensure that bilingual staff and/or translation services are available to provide information regarding the DAV program. Contractor shall provide courteous and professional service to all callers. The goal should be to meet or exceed DAV participant’s expectations for good customer service.

H. Reservation Scheduling

The Contractor will accept requests seven (7) days a week, Monday through Friday from 7:00 a.m. – 6:00 p.m., and Saturday and Sunday from 7:00 a.m. – 4:00 p.m. Reservations made for immediate pick-up are subject to availability, and pre-scheduled trips three (3) days before needed reservation. Subscription trips are available for trips to the Pico Rivera Senior Center and ongoing medical treatments only. In addition, the DAV service shall be available for City wide events outside the specified standard operating transportation services that may include after-hours or Saturday/Sunday services.

The Contractor must confirm the user as a registered DAV participant. The Contractor must request participant’s name, DAV identification number, the number of passengers
in the party, and the pick-up and drop off locations. If exact address is not available for business locations, the business name and cross streets may be accepted. The Contractor must provide participants a reservation confirmation number.

At the time of reservation, the Contractor is required to ask all DAV participants if special accommodations are needed. Non-ambulatory participants must be provided a wheelchair accessible vehicle. Wheelchair accessible vehicles must be made available to non-ambulatory participants within one hour of the requested pick-up time.

The Contractor must provide an estimated pick-up time that may be within thirty (30) minutes of the requested pick-up time. If the Contractor provides an estimated time that significantly differs from the thirty (30) minute requirement, the Contractor will be held responsible for the estimated time provided. For example, if the Contractor promises a DAV participant an estimated pick-up time of ten (10) to fifteen (15) minutes, this “promise” will be considered the new window of time requirement. The Contractor will be considered late if the vehicle arrives outside of the promised window of time.

I. Reservation Cancellation

Contractor must allow participants to cancel reservations up to one (1) hour prior to a scheduled pick-up appointment. Contractor must log all canceled reservations and provide the log to the City’s Transportation Analyst in a monthly report.

J. Fares

Fares for the City of Pico Rivera Dial-A-Van is a free service for City residents who are at least 55 years of age or who are disabled.

K. Complaints and Comments

All customer complaints received by the Contractor must be responded to by the Contractor within three (3) business days of the time the complaint is received. The response shall be a written document or form, which specifically addresses the complaint and explains the reason for the events which caused the complaint. A copy of each letter sent by the Contractor responding to complaints, or complaints form, shall be sent to the City’s Analyst within three (3) days.

Copies of all customer comments received and the resolution or disposition of the comments including any action or investigation required for resolution shall be sent to the City’s Analyst.

L. Unscheduled Passenger (Flag Downs)

The Contractor shall not at any time pick-up any unscheduled passengers who attempt to ‘flag down’ or otherwise request a ride from the vehicle operator without having made an appointment through the established reservation scheduling process.
M. Information and Public Relations

The Contractor shall be responsible for producing and maintaining an adequate supply of DAV program informational material. Electronic files must be made available to the City of Pico Rivera in a format that can be posted on the City’s website.

All information or any other material that reflects the City, or the DAV program must be approved by the City’s Parks and Recreation Analyst.

The Contractor shall be required to attend meetings or make presentations as requested by the City’s Parks and Recreation Analyst.

N. Service

The City of Pico Rivera is curb-to-curb for seniors (55+) and person with disabilities of any age living in or traveling within the City of Pico Rivera, or within a six (6) mile radius from Pico Rivera’s City Hall for medical purposes only. Drivers can assist passengers in boarding or exiting the vehicle. If needed, passengers must provide their own escorts if they require more service i.e. assistance from their door to the vehicle; entering facilities; assistance with belongings. Registered escorts ride free of charge.

O. Adjustments to Service

The City reserves the right to adjust its DAV program or DAV services at any time, and the Contractor expressly acknowledges that it is probable that such services will be adjusted at some future time. Adjustments may include, but are not limited to, expanding or decreasing service hours or days of service, or increasing or decreasing service areas, fares changes, or requiring advance reservations.

The Contractor is required to make changes as requested within thirty (30) calendar days of the receipt of notice. If Contractor cannot or elects not to make the changes requested, or costs cannot be agreed on, the City shall have the option of terminating the contract.

P. Service Area

Transportation is provided within the City of Pico Rivera, and within a six (6) mile radius from Pico Rivera’s City Hall for medical purposes only. Confirmed satellite points will be provided by the City. If additional satellite points need to be added, the City can add at any given time.

Q. Hours of Operation

City of Pico Rivera Dial-A-Van operates year-round, seven (7) days per week. In addition, the DAV service shall be available for City wide events outside the specified standard operating transportation services that may include after-hours or Saturday/Sunday services. The City reserves the right to make changes to the operating hours. Proposals
should be based on a maximum of revenue service hours annually. Within these hours, the contractor must be flexible to schedule the vehicles to best meet the demand for service. A total of three (3) vehicles shall be in operation. The contractor will not be able to decrease the number of vehicles operating the DAV service without express written permission from the City.

**CONTRACTOR PROJECT AND STAFFING PLAN**

The Contractor shall provide a plan in the proposal that describes in detail the performance and function of all key personnel. An essential component of this plan should be a list of positions necessary to support the provision of the service, including project manager, front line supervision, dispatchers/customer service, operations manager, vehicle operators, pertinent maintenance management, and any other key personnel.

The Contractor shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project including supervision, dispatching, schedule adherence checks, complaint investigation and response, report writing, and training. In addition, the plan should include a list of all positions necessary to meet those requirements and the percentage of time each position will be devoted to each task.

Since supervision is so critical to the overall efficiency of the DAV program, the Contractor must include in their proposals a detailed plan regarding the duties and responsibilities of the supervisory staff. The information provided will be used to compare proposals in terms of resources dedicated in the technical approach/work plan.

Upon awarding the contract and during the term of the contract, the Contractor shall be responsible for notifying the City regarding any changes in proposed personnel duties or hours that deviate from the original proposal. The City of Pico Rivera reserves the right to approve any changes in the proposed personnel duties or hours per this project.

**A. Personnel**

Contractor shall provide all necessary management and administrative personnel whose expertise, experience and responsiveness shall ensure efficient operation of the Dial-A-Van Service described herein. At all times during hours of operation, there shall be sufficient knowledgeable personnel to cover operational and management aspects of the program, including drivers, office personnel, dispatchers and management staff. Contractor shall include the following:

i. An organizational chart showing the unit or division responsible for the DAR services relative to the Contractor’s structure.

ii. A detailed organizational chart for the unit responsible for the DAR services, including the names of key management and staff.

iii. Resumes for key staff identified in the detailed project organizational chart.
The Contractor must not discriminate in its recruitment, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, gender, age or physical disability in the performance of any Agreement with the City, and shall comply with the provisions of the State Fair Employment Practices Act, the Federal Rights Act of 1964 and all amendments thereto, and the Americans with Disabilities Act of 1990. Proposal shall include a brief statement of intent to comply with the aforementioned laws.

The Contractor shall be solely responsible for payment of all employees’ wages and benefits and sub-contractors’ cost. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker’s compensation, employment insurance and Social Security. The Contractor shall hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Contractor. The City must be notified in writing of new hires or reassignments of project personnel; or hours that deviate from the original proposal. The City reserves the right to approve any changes in the Contractor’s proposed key project staff.

The Contractor shall furnish all facilities, equipment, supplies and services required in the operation unless otherwise specifically identified in the RFP. Service shall be managed by the Contractor in accordance with City policies and procedures and within the parameters established by the City. The Dial-A-Van Service includes financing from the City’s Proposition A Local Return funds. Therefore, the Contractor shall agree to comply with any conditions required by the City of Pico Rivera or the Los Angeles County Metropolitan Transportation Authority (LACMTA).

i. **Drivers.** All drivers shall hold a California Driver License of the Class required to drive transit vehicles and transport passengers and meet all applicable Federal, State and local requirements.
   a. DAV service – Contractor shall describe in the proposal methods of qualifying drivers for a DAV type of service.
   b. Be alert, clean, careful, courteous, sober, drug free and competent in their driving skills.

ii. **Driver Attire.** Drivers will wear a uniform that is clearly distinguishable by the users. The City will not provide uniforms for the DAV drivers. The burden of uniform purchase is the sole responsibility of the Contractor. The uniform choice will be coordinated and approved the City of Pico Rivera. Proposal may include a photograph of the typical driver uniform.

iii. **Data Analyst (or equivalent).** A Data Analyst employed by the Contractor (or equivalent) is required for this project. The Contractor shall ensure that a person proficient in the use of data and preparation of forms, and/or reports at the highest level of accuracy and reliability is available for this project. The Data Analyst (or equivalent) should have previous experience preparing and submitting National Transit Database (NTD) reports, including Operational Characteristics (e.g., vehicle miles and hours,
passenger trips, etc.) and Performance Measures (e.g., service efficiency and service effectiveness). The information generated will be submitted and approved by the City’s designee prior to uploading NTD data. Prior to the COVID-19 pandemic, DAV was averaging 8,000 trips per year.

B. Project Management

The Contractor shall designate a Project Manager, who will oversee the proper operation of the service. It is required that this person be identified and his/her resume included in the Contractor’s proposal. At a minimum, the Project Manager shall be a responsible, caring individual with empathy for the disabled and senior citizens who utilize the services. This person must display strong leadership in their approach to problem solving, self-motivated, and a proven manager in transit or Dial-A-Van operations.

The Project Manager must be competent in all areas of service provision. The designated individual must be available by telephone during all operating hours to make decisions, supervise staff and provide coordination as necessary. The Project Manager shall be required to attend regular meetings with City staff to determine contract compliance, adherence to performance standards, to troubleshoot problem areas, and to discuss operations, marketing and promotional activities. The City reserves the right to remove the Project Manager, at its discretion, and require that the Contractor replace said individual with another Project Manager who is acceptable to the City. Should Contractor have a need to replace the Project Manager, Contractor shall identify the proposed Project Manager and provide a detailed resume at least thirty (30) days in advance of the replacement date. The City reserves the right to approve any change of the Project Manager for this service.

The Project Manager will provide both front line supervision and management of the project’s accounts and operating records.

1. Project Management shall include but is not limited to the following:

a. Contractor shall be responsible for collection and submission of acceptable National Transit Database (NTD) data and other pertinent ridership information. The Contractor shall submit monthly and annual NTD based reports to the City of Pico Rivera;

b. Maintenance of projects accounts;

c. Preparation of a monthly invoice that will document all charges minus any possible penalties, missed or incomplete service; and

d. Responsibility for any operational problems and/or passenger complaints and accurately reporting these problems to the City within three (3) business days or sooner, if required. (See item J above)

e. Ensure that drivers are ready and prepared to provide full service for all three (3) vehicle.
2. Front line supervision shall include but is not limited to the following duties:

   a. Training and scheduling of all regularly assigned project personnel;
   b. Arranging the assignment of quality back-up personnel whenever necessary;
   c. Distribution and collection of operating reports;
   d. Daily monitoring of ridership; and
   e. Supervision of all project staff to ensure that the quality of the services meets or exceeds the requirements of this RFP and the proposal.

**VEHICLE OPERATORS**

Vehicle operators will work on a schedule that ensures a consistent and overall high quality of service. Vehicle operators must have a valid California driver's license and, if required, maintain any additional certification required by applicable Federal, State, and local regulations. All applicable licenses for all drivers working for the City of Pico Rivera Dial-A-Van program, Pull Notices and/or certificates pertaining to each Driver must be copied and given to the City for their records.

1. The Contractor shall conduct pre-employment DMV checks of all personnel including independent or sub-contracted employees hired for service, and shall check DMV records at least every twelve (12) months for accidents, vehicle code violations, and valid driver’s licenses of its employees whose job requires them to operate vehicles for this project. This information shall be made available for the review by the City upon request. It is the responsibility of the Contractor that driver’s licenses and appropriate certificates are always current.

2. The Contractor shall require vehicle operators to provide assistance to individuals who required mobility aids such as wheelchairs, walkers, canes etc.; or those individuals who have difficulty boarding or exiting the taxi vehicle. Assistance renders may include, but is not limited to: opening and closing vehicle doors for DAV participants; assistance with securing mobility aids; assistance with positioning the vehicle in a manner that facilitates entering and exiting the vehicle; and assistance with carrying small items (weight not to exceed 20 lbs.).

The vehicle operator is not required to endanger their own safety in assisting DAV participants but must be able to perform the basic physical demands of performing the services provided in this RFP.

3. Vehicle operators must be able to effectively communicate in English. The use of a secondary language that assists in communicating with DAV participants is desirable.

4. Vehicle operators are expected to maintain a professional standard of appearance and must display the driver’s name or identification number. The Contractor shall provide a copy of their company appearance policy to The
City of Pico Rivera for approval. The City reserves the right to add additional requirements if the Contractor’s policies appear inadequate.

**TRAINING**

The Contractor shall provide a program of driver training in vehicle operation, safety, passenger relations, ADA requirements, and on-time performance. The Contractor shall also provide an on-going safety program to ensure a safe operating environment. Vehicle operators must be trained in all operational procedures relating to the DAV program.

Personnel must be trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment and properly assist and treat individuals with disabilities who use the service in a supportive, empathetic, courteous and respectful way, with appropriate attention to the difference among individuals with disabilities (49 CFR 37.173).

The Contractor must provide a detailed description of their operator training program, including customer service training. The Contractor shall describe how it will maintain a customer service program that addresses communication with and assistance to customers with disabilities in compliance with the Americans with Disabilities Act (ADA).

The training will include various topics including the areas of defensive and safe driving, emergency crisis management, understanding work expectations, and other relevant topics, including but not limited to operation and usage of radios and other vehicle equipment, sensitivity training, working with mobility assisted devices, map reading and knowledge of service area frequent destination and street network. The Contractor shall submit a written training schedule with specific topics and objectives upon request to the City’s Designated Representative. The Contractor may also be required to provide training that may be pertinent to the issue at the time or attend training provided by the City of Pico Rivera.

**SERVICE VEHICLES**

The Contractor will utilize City owned vehicles identified by the City’s unique branding. All vehicles and vehicle equipment used for the DAV program shall be stored and maintained by the Contractor in a state of good repair and in a condition that is satisfactory to the City. The Contractor shall assume all responsibility for the proper maintenance and cleanliness of DAV program vehicles; annual vehicle registration will be the responsibility of the City.

1. Preventive Maintenance Program

   All vehicles and vehicle equipment required by this RFP shall be maintained by the contractor in good repair and in a condition satisfactory to the City. Contractor shall assume all responsibility for the proper maintenance of the
vehicles. Proposers shall outline a clear and detailed, ongoing preventive maintenance program appropriate to the Dial-A-Van fleet that meets or exceeds CHP and manufacturer’s standards. This program shall include a comprehensive file detailing the history of maintenance and repair work performed on each vehicle. At a minimum, if the option to allow the Proposer to conduct the maintenance occurs, the selected Contractor will perform preventive maintenance on each vehicle every 3,000 miles or 45 days, whichever occurs first.

It shall be the expressed responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer’s own warranty, extended warranties or credits as a result, for the length of time the warranty is in effect.

2. Cleanliness of Vehicles

Proposal shall describe the system used to ensure that the vehicles are washed not less than one (1) time per week and the interiors cleaned daily, prior to service. Details to include:

a. Vehicle floors shall be free of water, stains, paper, gum or other sticky substances or debris.

b. Interior and exterior windows shall be free of dirt, dust smudges, hand or finger prints.

c. Dashboards, wheel wells, rails and ledges shall be kept clean and free of dirt and grease.

d. Seating areas and upholstery shall be vacuumed weekly.

e. Adhere to COVID-19 CDC guidelines in sanitizing and cleaning of transit vehicles.

3. Operating Equipment and Supplies

Contractor shall at its sole cost and expense maintain stores of fuel, lubricants, tires, and other consumables, repair/replacement parts and supplies required for the maintenance and operation of the vehicles utilized in providing City of Pico Rivera DAV service.

4. Vehicle Repairs

Contractor shall at no time operate a vehicle in revenue service with visible body damage without consent from City of Pico Rivera, and must notify the City immediately. This includes any vehicle that sustains significant damage from any cause, fault or no fault of Contractor. Upon approval from City of Pico Rivera, Contractor shall repair vehicles immediately when it is determined such damage impairs the proper and safe mechanical operation of the vehicle. All
other damage shall be repaired in a reasonable amount of time. At no time, will City of Pico Rivera be required to repair, replace or maintain any vehicle required for the operation of the DAV service.

In the event, a vehicle is not operable and there are appointments in place for that vehicle, contractor must notify patrons and reschedule their appointments if necessary.

5. Vehicle Breakdown

Should a vehicle operated in the is DAV service experience a mechanical failure with passengers on board, a response time of no more than twenty (20) minutes shall be compliant. A road call to a vehicle in service shall generate a written report to City of Pico Rivera to include time of call, number of passengers on board, location and cause of breakdown and the time vehicle was replaced or placed back in service. Contractor shall be responsible for the road call. At no time shall a vehicle be left unattended.

The City reserves the right at any time to inspect, exam or test any vehicle or equipment used in the performance of DAV services in order to ensure compliance with standards established in this RFP. The Contractor shall submit maintenance records to the Parks and Recreation Analyst upon request.

COMMUNICATION SYSTEM

The Contractor shall provide a communication system in each service vehicle that will allow for the timely and efficient dispatching, coordination, and responding to necessary service requests, and communicate effectively regarding DAV services.

The Contractor will also be responsible for the costs of the internet, phone/fax lines, cell phones, any on-bus camera system and all radio communications/equipment related to the Dial-A-Van usage.

APPLICABLE CODES AND REGULATIONS

All vehicles required to be utilized for this proposal shall be safe for operation on public streets over the term of the project, and meet or exceed all applicable codes and laws for operating a public paratransit system on public streets and highways in California. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the California Vehicle Safety standards, if applicable. Particular attention shall be directed to the California Highway Patrol Motor Carrier Safety Regulations. If vehicles are required to be inspected by the California Highway Patrol as it pertains to the California Code of Regulations Title 13, the Parks and Recreation Analyst shall be notified of such inspections. The results of those inspections shall be transmitted to the City immediately, and any applicable signed certification shall be displayed or carried on the vehicles.

If required, the Contractor shall maintain a record of satisfactory California Highway
Patrol (CHP) terminal inspections throughout the life of the contract. If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the City immediately and indicate the plan of action implemented to correct the deficiency. The City reserves the right at its sole discretion to inspect and reject temporarily or permanently, by notice to the contractor, any vehicle the Contractor proposes to use or subsequently utilizes which the City deems unacceptable.

**DRUG AND ALCOHOL COMPLIANCE**

Proposal shall include a description of its drug and alcohol testing program which meets all applicable Federal and State standards and include pre-employment testing, test on incident or accident, test on reasonable suspicion, random testing, and training of supervisors to recognize drug and alcohol symptoms.

The Contractor shall comply with the City’s mandatory controlled substance and alcohol testing certification program for taxicab drivers adopted in accordance with the provisions of California Government Code Section 53075.5 (b)(3)(A).

**OPERATING PERFORMANCE STANDARDS**

The Contractor will be held responsible for project management according to specified operating procedures. The City of Pico Rivera may establish additional rules that are reasonable for operation of DAV services after consultation with the Contractor. Vehicles shall be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public.

The Contractor shall provide service as scheduled or according to any adjusted schedule established by the City, including service modifications required as a result of a declared emergency. The contractor shall strive to maintain on-time performance; however, the Contractor shall not be held responsible for failure to provide on-time service due to unusual weather or traffic conditions, or naturally occurring disasters, if sufficient documentation is provided to the City. The Contractor shall include in their proposal the operational plan for maintaining on-time performance. Contractor shall also discuss in their proposal their operational plan for expeditiously resuming service in the event of a road call or other interruption in service. Operational difficulties that result in missed trips or vehicles not operating as required by this RFP must be reported immediately to the City.

The Contractor shall establish procedures in order to ensure that project management staff are aware of passenger complaints and operational problems. Vehicle operators must report any passenger complaints or operational problems with the vehicle immediately to management staff, who will ensure that appropriate measures are taken by supervisory or maintenance staff to correct the problem and that all complaints are reported to the City.

The Contractor shall establish procedures instructing vehicle operators, supervisors, management or other staff members on the proper method for directing passengers to report customer comments to the City. Contractor shall also establish procedures
for monitoring of service quality, including on-time performance, missed trips, preventive maintenance of vehicles, vehicle cleaning, vehicle operator courtesy, etc.

**PERSONNEL PERFORMANCE STANDARDS**

The Contractor shall describe how the performance of the vehicle operators, dispatchers and supervisory personnel will be monitored and evaluated.

Regularly assigned vehicle operators or a fully trained back up must be available and on time, at all times, to ensure consistent and reliable service. All personnel are responsible for knowledge of the DAV program, service boundaries and ADA requirements. DAV program personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints and operational problems to project management staff.

**CONTRACTOR REPORTS**

**A. Billing Reports**

For each trip, the Contractor will invoice the rate per mile plus any additional charges established by the proposal stated in the Pricing Form submitted by the successful Contractor. The Contractor shall submit a hard copy cover invoice to the City of Pico Rivera’s Accounts Payable no later than the fifteenth (15) day of the following month for the prior month’s DAV services.

The Contractor shall also submit an electronic and hard copy of each Billing Report and pre-approved supporting documentation to the City of Pico Rivera’s Designated Representative no later than the fifteenth (15) day of the following month of service. Such Billing/Statistical Reports must include ridership by time of day; and drivers’ logs and dispatch logs for dates requested for the purpose of documenting on-time performance standards, and vehicle maintenance reports. The Reports should include the following documents and forms:

1. A monthly invoice for the amount of the DAV services provided during the stated period;

2. A monthly ridership report showing the total number of trips made for which services were provided. Reports that do not correspond with the service provided will not be eligible for payment. In the case of discrepancy with Billing Reports and/or supporting documentation, the Contactor may be required to submit global positioning system (GPS) reports verifying services provided.

The City reserves the right to withhold payment to Contractor, suspend the contract, provide substitute service with all charges in excess of contract rates to be paid by the Contractor, in the event Contractor fails to meet any of the specifications in regards to vehicle maintenance or service quality as described in this document, until such time as the City determines that Contractor has satisfactorily corrected any deficiencies. Such suspension shall be considered for cause, and the Contractor may not claim any
liquidated damages against the City for any action or suspension.

B. Management Reports

The Contractor shall maintain and provide reports which will serve as a database to monitor and evaluate productivity of the service and the performance of the contractor. Management reporting consists of collecting data on all major system functions, and analyzing that data to provide system managers with indicators of the efficiency and effectiveness of various system processes and policies. As a part of the management and administration of the DAV Service, the Contractor shall be required to maintain all project records for good business practices or as required by the City, the Los Angeles County Metropolitan Transportation Authority (LACMTA) and State and Federal laws and regulations. The Contractor will maintain all required monthly operating data and prepare all reports needed to meet the NTD reporting requirements.

All reporting documents shall be produced accurately and in a timely manner as indicated herein on a monthly basis as required by the City, and at the frequency established by the City. These reports shall be submitted in a form compatible with the existing format. The Contractor shall submit additional written reports as requested by the City for specific purposes. Reports shall include, but are not limited to: monthly statistical reports that include ridership by time of day and drivers’ logs and dispatch logs for dates requested for the purpose of documenting on-time performance standards.

The City reserves the right to review all of the Contractor's operational records related to the Dial-A-Van Service.

1. Reservation Log/Ridership Trip Reports

   The Contractor shall prepare and submit monthly reports containing information regarding reservation logs, ridership, mileage and trips for the DAV program in a format approved by the City no later than the fifteenth (15) day of the following month of service.

2. Accident Reports

   The Contractor shall submit an accident report to the City within twenty-four (24) hours of each accident. Any major accident involving injuries or significant damage to DAV program vehicles shall be immediately reported to the City. If any service is missed as a result of an accident, a report must also be completed.

3. Passenger Comment/Complaint Report

   The Contractor shall submit monthly passenger comment/complaint report to the City in a format approved by the City no later than the fifteenth (15) day of the following month of service.

   Any customer comments received by the Contractor shall be submitted on a monthly report including all corrective action taken to address the matter. This report shall be completed by the Contractor regardless of whether the
comment (verbal or written) was received directly by the Contractor, or was forwarded to the Contractor via the City. The Contractor is required to respond to the comment within three (3) business days after receipt of the comment.

4. Monitoring Customer Satisfaction

Contractor shall design and apply a Customer Survey instrument that will collect information and measure the degree of customer satisfaction with the services being provided. Contractor is encouraged to use internet or web-based instruments to facilitate customer feedback.

Contractor shall submit a plan and methodology for collecting customer feedback and measuring satisfaction to the City of Pico Rivera for its approval. Results of the survey shall be reported to the City quarterly by an independent firm retained by the contractor for the purpose of tabulating and reporting the results of the customer service survey.

5. On-Time Performance Report/Miss Trip Report

The Contractor is required to monitor and document the on-time performance of the DAV program. A monthly report documenting any trips missed shall be submitted to the City in a format approved by City no later than the fifteenth (15) day of the following month of service.

6. Operating Performance Penalties

The City shall maintain the right to assess performance penalties against the Contractor, as set forth herein, based on the Contractor’s failure to meet the established standards. Performance penalties applicable thereto, shall include the following performance criteria and be charged based upon non-compliance with the standards reported by: 1) the Contractor; 2) at least three verified customer complaints; or 3) City staff who is knowledgeable of the DAV program requirements. The City reserves the right to modify these performance criteria, as necessary.

a. Missed Trips

A penalty of fifty dollars ($50.00) will be assessed for each missed trip in which a DAV participant is not transported as scheduled.

b. Late Trips

A penalty of twenty-five dollars ($25.00) will be assessed for each late trip in which a DAV participant is not transported within thirty (30) minutes of the requested pick-up time; or when the Contractor establishes a shorter window of time and fails to meet their own standards.

c. Submission of Reports

The Contractor shall submit timely, accurate and completed reports as
specified by the City. Failure to do so shall result in performance penalties of twenty-five dollars ($25.00) per day for each day a report is due. Additional penalties may be assessed for failure to submit annual performance reports for regulatory compliance and may be cause for contract termination.

d. Falsify or Non-Submittal of Reports

A penalty of five hundred dollars ($500.00) per occurrence will be assessed for false representation or non-submittal of performance reports and may be cause for contract termination.

e. Heating and Air Conditioning Performance

A penalty of fifty dollars ($100.00) will be assessed per incident and per vehicle will be assessed for non-functioning of vehicle’s heating and air conditioning units.

f. Vehicle Operator/Dispatcher Courtesy

A penalty of one hundred dollars ($100.00) per incident will be assessed for verified discourteous or rude behavior or refusing to comply with DAV program requirements.

g. Failure to Maintain Adequate Staffing Levels

A penalty of one hundred dollars ($500.00) per incident will be assessed for failure to maintain staffing levels necessary to fulfill the requirements of the DAV program. The Contractor shall be responsible for notifying the City regarding any changes in proposed personnel duties or hours that deviate from the original proposal and that impact the Contractor’s ability to meet established standards as described in the CONTRACTOR PROJECT AND STAFFING PLAN section.

SAFETY AND SECURITY

The Contractor must have an ongoing safety program, including training plan that promotes and rewards safe driving. The Contractor shall provide with their proposal a description of a comprehensive safety plan that the Contractor has adopted and that demonstrates the Contractor’s commitment to safe transportation.

The training plan must have a minimum of forty (40) hours of new-hire orientation and driver training in the following areas: vehicle handling and safety; defensive driving techniques; emergency first aid; cardiopulmonary resuscitation; passenger assistance and handling; empathy/sensitivity training, mobility device securement, and customer service training. Drivers must receive this training before assignment to a vehicle or within sixty (60) days of hire. The City also requires ongoing training for office personnel and
the Project Manager. This training shall consist of more than just attendance at regularly scheduled safety meetings and corporate management meetings.

The Contractor must ensure that all vehicle operators and DAV participants abide by all Federal, State and City regulations including but not limited to seatbelt usage, mobile communication device usage, operating speed, etc. In addition, the Contractor shall provide a written policy statement in its employee handbook or manual that stresses the important of employee customer service and interaction with patrons (i.e., answering telephone calls promptly, conveying a friendly attitude, and providing a quick response to requests for service or information).

The City’s goal is to not receive any citizen complaints in any given month. Contractor shall provide the name of a person trained and designated as the safety and training coordinator who shall report to the City as requested on safety and training issues and accident statistics as requested.

The primary law enforcement agencies for security and transit-related crimes in contracted service areas are the Los Angeles County Sheriff and other police departments in which the DAV services travel. Local municipal law enforcement agencies will provide police service as necessary and appropriate. The Contractor is responsible for timely and efficient communication with law enforcement agencies, as well as the City.

The City of Pico Rivera’s Park and Recreation Analyst

The City of Pico Rivera Parks and Recreation Analyst or designee will monitor the Contractor’s day-to-day operation to ensure compliance with Scope of Service requirement.
City of Pico Rivera
DIAL-A-RIDE SERVICE AREA MAP

Dial-A-Ride provides curb-to-curb transportation service within the city and 6-mile radius for medical purposes to all Pico Rivera residents ages 55 and older and to disabled residents of any age.
AGREEMENT NO. ______

AGREEMENT FOR TRANSIT SERVICES

DIAL-A-VAN PROGRAM

RFP NO.

1. IDENTIFICATION

This agreement for Transit Services ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and <CONTRACTOR Name>, a California Corporation. CITY and CONTRACTOR are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties." The agreement shall cover a period of <YEARS> (#) years commencing on [day] day of [Month], 20[Year] ("Effective Date"), with the option, at the CITY’s sole discretion, to award two (2) annual extensions upon successful demonstration of exemplary contract performance.

2. RECITALS

2.1 WHEREAS, the CITY does not have the personnel able and/or available to perform the services required under this agreement.

2.2 WHEREAS, the CITY desires to contract out for certain services relating to demand response transit services.

2.3 WHEREAS, the CONTRACTOR warrants to the CITY that has the qualifications, experience and facilities to properly and timely perform the services required under this Agreement.

2.4 WHEREAS, the CITY desires to contract with the CONTRACTOR to perform the services as set for in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, CITY and CONTRACTOR hereto agree as follows:

3. SCOPE OF THE CONTRACTOR’S SERVICES

The CONTRACTOR agrees to provide the services and perform the tasks set forth in the Scope of Work as outlined in Section II 5. may be amended from time to time by way of a written directive from the CITY. The parties acknowledge that changes to the scope may increase or decrease the overall contract cost or levels of service. Changes to service levels will not change the unit cost provided within the proposal.
4. **TERM OF AGREEMENT**

This initial Agreement shall cover a period of <YEARS> (#) years commencing on [day] day of [Month], 20[Year] (“Effective Date”), with the option, at the CITY’s sole discretion, to award two (2) annual extensions upon successful demonstration of exemplary contract performance. The CITY may, with the approval of Pico Rivera City Council, extend the effective termination date of the Agreement, by enacting an amendment to the Agreement that is mutually agreeable to both parties. Negotiations for an annual extension may begin three (3) months before the effective termination date of the Agreement in force and they shall end forty-five (45) days after the beginning date for an annual extension.

5. **CITY AGENT**

The City Manager, or his/her designee, for the purposes of this Agreement, is the agent for the CITY. Whenever approval or authorization is required, CONTRACTOR understand understands that the City Manager, or his/her designee, has the authority to provide that approval or authorization.

6. **COMPENSATION FOR SERVICES**

The CITY shall pay the CONTRACTOR for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Costs of Service’s fee in Attachment __ attached hereto and incorporated herein by this reference. The entire cost of services under this Agreement shall not exceed the amount budgeted by the CITY Council for such transit services in any applicable fiscal year of the CITY during the life of this Agreement (“Transit Budget”). To avoid cost overruns and the possibility of expanding General Funds from the CITY, the CITY shall establish a contingency reserve annually determine by the sole discretion of the City Manager. The CONTRACTOR shall attempt to provide services below the budget less the continuing revenue on a monthly basis. If the CONTRACTOR believes the monthly service cost will exceed 1/12 the annual budget, then the CONTRACTOR must immediately notify the CITY recommend savings measures. The CONTRACTOR shall submit to the CITY, by no later than the Fifteenth (15th) of each month, its bill for services itemizing the fees and costs incurred during the previous month. The CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR’s bill within thirty (30) days after it is received. Invoices can be emailed to Analyst, Natalie Glasman at nglasman@pico-rivera.org or mailed to: P.O. Box 1016, 6615 Passons Blvd., Pico Rivera, CA 90660, Attn: Natalie Glasman.

7. **CONFLICT OF INTEREST**

The CONTRACTOR represents that no CITY employee or official has a material financial interest in the CONTRACTOR’s business. During the term of the Agreement and/or as a result of being awarded this contract, the CONTRACTOR shall not offer, encourage or accept any financial interest tin the CONTRACTOR’s business by any CITY employee or official.

8. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material (“written products”) developed by
CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

9. **INDEPENDENT CONTRACTOR**

CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise to act on behalf of CITY as an agent. Neither CITY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR’s employees, except as set forth in this Agreement. CONTRACTOR shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of CITY.

10. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. The CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data and any copies thereof shall be returned to CITY upon the termination or expiration of this Agreement.

11. **INDEMNIFICATION**

11.1 The Parties agree that CITY, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR’s commitment to indemnify and protect CITY as set forth herein.

11.2 To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend CITY, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of CITY’s choice.

11.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR’s failure to pay CITY promptly any
11.4 The obligations of CONTRACTOR under this Section 14 will not be limited by the provisions of any workers’ compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees and volunteers.

11.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongfull acts, errors or omissions of CONTRACTOR’s subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of CITY’s choice.

11.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11.7 PERS ELIGIBILITY INDEMNITY. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.
12. **INSURANCE**

12.1 During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

12.1.1 **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than TWO MILLION DOLLARS ($2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury and property damage.

12.1.2 **Business Automobile Liability Insurance:** For all vehicles used in relation to taxi based services (defined as vehicles with a capacity of ten (10) passengers including the driver or less) insuring all owned, non-owned and hired automobiles and blanket contractual liability, coverage with a minimum limit of liability of ONE MILLION DOLLARS ($1,000,000) combined single limit per accident for bodily injury and property damage.

12.1.3 **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit if no less than ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury or disease.

(Not required if CONTRACTOR provides written verification that it has no employees)

12.1.4 **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR’S profession, with limit no less than ONE MILLION DOLLARS $1,000,000 per occurrence or claim, THREE MILLION ($3,000,000) aggregate.

If the awarded Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. The City shall have no responsibility of liability for such insurance coverage.

12.2 CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

12.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest
12.4 CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at CONTRACTOR’s expense, the premium thereon.

12.5 At all times during the term of this Agreement, CONTRACTOR shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

12.6 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONTRACTOR shall provide such proof to CITY at least two weeks prior to the expiration of the coverages.

12.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

12.8 The general liability and automobile policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.

12.9 All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY.

12.10 Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

12.11 Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR’s liability or as full performance of CONTRACTOR’s duties to indemnify, hold harmless and defend under Section 11 of this Agreement.
13. **MUTUAL COOPERATION**

   13.1 CITY shall provide CONTRACTOR with all pertinent data, documents and other requested information as is reasonably available for the proper performance of CONTRACTOR’s services under this Agreement.

   13.2 In the event any claim or action is brought against CITY relating to CONTRACTOR’s performance in connection with this Agreement, CONTRACTOR shall render any reasonable assistance that CITY may require.

14. **RECORDS AND INSPECTIONS**

   CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

15. **NOTICES**

   Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during CONTRACTOR’s and CITY’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

   **If to City:**
   
   Steve Carmona, City Manager  
   City of Pico Rivera  
   PO Box 1016  
   6615 Passons Blvd.  
   Pico Rivera, California 90660-1016

   Facsimile: (562) 801-4765

   **If to Contractor:**

   With a courtesy copy to:

   Arnold M. Alvarez-Glasman, City Attorney  
   13181 Crossroads Parkway North  
   Suite 400 - West Tower  
   City of Industry, CA 91746  
   Facsimile: (562) 692-2244

16. **SURVIVING COVENANTS**

   The Parties agree that the covenants contained in Sections 13 and 14, of this Agreement shall survive the expiration or termination of this Agreement.
17. **TERMINATION**

CITY shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to CITY. The effective date of termination shall be upon the date specified in the notice of termination. CONTRACTOR agrees that in the event of such termination, CITY’s obligation to pay CONTRACTOR shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All CITY data, documents, objects, materials or other tangible things shall be returned to CITY upon the termination or expiration of this Agreement.

If CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be paid based on the work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

18. **ASSIGNMENT**

CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY’s prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any Party other than CONTRACTOR.

19. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

19.1 In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

19.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

19.3 CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

20. **CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any
paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

21. **NON-WAIVER**

   21.1 The waiver by CITY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by CITY of any payment to CONTRACTOR constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such payment by CITY shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONTRACTOR unless in writing.

   21.2 CONTRACTOR shall not be liable for any failure to perform if CONTRACTOR presents acceptable evidence, in CITY’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of CONTRACTOR.

22. **COURT COSTS**

   Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

23. **SEVERABILITY**

   If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to
persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

24. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

25. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by CITY and CONTRACTOR.

**TO EFFECTUATE THIS AGREEMENT**, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONTRACTOR”
NAME

________________________________________________________________________

Steve Carmona, City Manager

Name

Dated: _______________________

Dated: _______________________

**ATTEST:**

**APPROVED AS TO FORM:**

________________________________________________________________________

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney