



AGREEMENT WITH CABCO YELLOW, INC.

July 8, 2014

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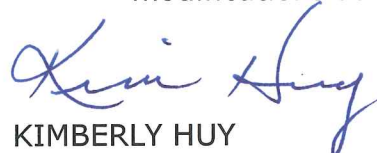
FINANCIAL IMPACT

Funding for this Agreement will continue to be split between the City, OCTA, and Senior Serv. OCTA will provide grant funding for the City's SMP through June 2016, while Senior Serv will provide annual grant-funding. During FY 2014-2015 OCTA will provide \$183,225 for the twelve-month period; Senior Serv will provide \$24,012, with the option to extend grant funding for additional years. The City is required to provide a 20 percent match to the OCTA grant funding, a total of \$36,645, which can be in-kind or financial. The match will consist of an in-kind match of staff services with a value of \$36,645 that is budgeted in the General Fund. Total available funding for the SMP during fiscal year 2014-2015 will be \$207,237.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Agreement with Cabco Yellow, Inc. for transportation services for the City's Senior Mobility Program at the H. Louis Lake Senior Center, in the amount not to exceed \$207,237 for Fiscal Year 2014-15; and
- Authorize the City Manager to sign the Agreement, including making minor modifications as appropriate and necessary.




KIMBERLY HUY  
Director



By: Janet Pelayo  
Manager

Attachment: Agreement

**Recommended for Approval**



Matthew Fertal  
City Manager

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Cabco Yellow, Inc.**, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to Provide Transportation Services for the City of Garden Grove's Senior Mobility Program per the Scope of Work, which is attached as Attachment "A".
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The initial term of the agreement shall be from full execution of the agreement through June 30, 2016, with an option to extend said agreement for an additional three (3) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the either party without cause pursuant to Section 3.4. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Proposal (Attachment "B"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment "B", and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work and is subject to funding allocated to the City by the Orange County Transportation Authority and Senior Serv.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Four Hundred Ten Thousand Dollars (\$410,000.00), from the full execution of the agreement through June 30, 2016, payable in arrears and in accordance with Proposal in Attachment "B". All work shall be in accordance with RFP No. S-1130.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment "B").
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement and all other records required pursuant to this Agreement, including Attachments A and B. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall each have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination to the other party. If the Agreement is terminated pursuant to this section, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than of \$5,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$5,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and

have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Excess liability, *following form*, coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (**claims made and modified occurrence policies are not acceptable**). Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for any policy under section 4.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess liability policy follows form, additional insured endorsement forms, and the schedule of underlying policies with policy numbers, that conform to CITY's requirements, as approved by the CITY. Information for the excess policy only needs to be provided if the underlying policies do not meet the policy limits set forth herein.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums Shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sexual orientation, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (Contractor)  
Cabco Yellow, Inc.  
Attention, Timothy Conlon, President  
520 W. Dyer Road  
Santa Ana, CA 92707
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, employees and volunteers from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**Cabco Yellow, Inc.**

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

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

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

Date: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date



**ATTACHMENT "A"**  
**SCOPE OF WORK**  
**RFP No. S-1130**

**A. Project Objective**

The City of Garden Grove, California (CITY) is seeking proposals from qualified contractors to provide transportation services for the Senior Mobility Program.

**B. Background**

The City of Garden Grove (CITY) will enter into a cooperative agreement with the Orange County Transportation Authority (OCTA) for a Senior Mobility Program (SMP). OCTA is providing grant funds to CITY for the purpose of transporting senior residents on various trips throughout Garden Grove and neighboring cities, up to 5 miles outside Garden Grove city boundaries. The CITY is requesting proposals from qualified firms to provide transportation for this service, as outlined in this Scope of Work.

**C. Term of Agreement**

The City is seeking a two (2) year contract. The City, may, at its option, extend the Agreement with the same or more limited scope of required services for three (3) additional one-year terms. Should OCTA discontinue the grant funding, the City may, at its option, terminate the contract with a 30 day written notice. The Agreement is contingent upon funding approval by the City Council each budget year.

**D. Services Requested**

The selected firm will successfully operate transportation services between senior residents' homes, Garden Grove Senior Center, and various local retail stores and service establishments for the nutrition program, senior center program, medical appointments, social/recreational activities and errands. Transportation companies that respond to this RFP should be capable of providing all necessary vehicles, drivers, fuel, maintenance, insurance, recordkeeping and reporting, and necessary communication equipment to efficiently and effectively provide a safe, dignified and friendly service.

The City's Senior Center program is offered for seniors 60 years and older throughout Garden Grove and neighboring cities up to five miles outside City boundaries. Transportation services will begin at 8:00 a.m. and conclude at 3:30 p.m., Monday through Friday. The City plans on conducting the senior transportation program five days a week, Monday through Friday, with the exception of holidays and special events on weekends. Occasionally, the CITY may request the CONTRACTOR to provide services for and participate in promotional or community service activities.

Bid proposals must include a comprehensive Project Summary and Proposal Operational System that includes the following:

- (a) the proposed service rate per trip
- (b) the proposed operational design, including a description of how the services will be provided, the number/type/mileage/year/condition of vehicles assigned, the number and training of all proposed employees and the service days/times for proposed transportation services between
  - a. senior resident homes,
  - b. Garden Grove H. Louis Lake Senior Center, and
  - c. various local retail stores and service establishments for
    - i. nutrition program, located at the H. Louis Lake Senior Center, 11300 Stanford Avenue, Garden Grove;
    - ii. senior program, located at the H. Louis Lake Senior Center, 11300 Stanford Avenue, Garden Grove;
    - iii. medical appointments, no farther than five (5) miles outside Garden Grove city limits;
    - iv. social/recreational, may vary by activity; and
    - v. errands, may vary.

Additionally, successful bidders who are awarded a contract will be responsible for registering program participants, scheduling, dispatching, documenting ridership, coordinating cancellations and new riders, and providing the City with copies of its daily trip logs and schedules and other SMP mandated reports. Contractor should also provide a weekly roster of all participants registered under the Senior Mobility Program.

This is a shared ride service and trips may be grouped or chained to allow the most efficient use of the vehicle. Trips to the Garden Grove H. Louis Lake Senior Center take priority. Other trips will be made in response to rider requests on a first come, first served basis, as funding allows.

The City of Garden Grove (CITY) currently contracts with Horizon Cross Cultural Center for transportation services; the contractor provides approximately 12,500 one-way trips annually. The total number of trips per year will be based on the cost for the service (per trip) and total available funds designated for this program on an annual basis.

E. Contractor Obligations.

a. *Vehicle Operations:*

- The safety of the passengers is of utmost concern to the City of Garden Grove; therefore, Contractor is required to perform daily inspection of the vehicles.
- Contractor shall maintain vehicles and vehicle equipment required by this RFP in good repair and in good working condition satisfactory to the City.

Contractor shall assume all responsibilities for the proper use, maintenance and inspection of all vehicles used in performing services under the Agreement.

- ❑ The Contractor will be required to provide a passenger van(s), no specific make or model, that meets the vehicle requirements stated in the scope of work.
- ❑ Contractor shall provide curb-to-curb service including assistance to and from the residence by drivers to those seniors who would necessitate any special assistance.
- ❑ Contractor shall provide upon request an ADA approved, lift- equipped, accessible vehicle(s).
- ❑ Contractor will ensure that all vehicles conform to the Federal Vehicle Safety Standards and to the California Code of Regulations, Title 13.
- ❑ Contractor is not permitted to affix any advertising or other unapproved logo or decal to such vehicles without the City's prior written consent.
- ❑ Contractor shall ensure that all vehicles used to perform services under the Agreement that meet the criteria for California Highway Patrol (CHP) inspection must be inspected. Those vehicles that do not meet the criteria will not be required to be inspected.
- ❑ All costs associated with the proper towing of all vehicles used to perform services under the Agreement shall be assumed by the Contractor, and the Contractor shall ensure that there are proper vehicle towing procedures in place.
- ❑ Contractor shall ensure that all Contractor drivers are properly licensed and trained, and that procedures are established to ensure that all drivers promptly report all vehicle maintenance problems, all vehicle accidents/collisions, all program participant injuries, all program participant complaints, all program participant altercations, all service interruptions and/or delays, to the Contractor, the Project Manager, and the City.
- ❑ Contractor shall establish procedures for timely and properly reporting all automobile accidents and passenger injuries to law enforcement and to emergency response personnel.
- ❑ To facilitate customer service and improve vehicle life, it is imperative vehicles remain clean and free from body damage (other than minor scratches).

a. *Personnel Operations:*

- ❑ Contractor shall implement a dress code policy requiring that all employees driving vehicle(s) pursuant to the Agreement are in a clean, neat, and identifiable uniform provided by Contractor.
- ❑ Contractor shall ensure all drivers possess a valid California Driver's license in the class required for the vehicle proposed to be used at all times during performance of the Agreement.
- ❑ Contractor shall ensure that a properly trained and licensed driver(s) is available during the established SMP operating hours.

- Contractor shall ensure that no employee performs any services under the Agreement if they have been convicted (or pleads guilty or nolo contendere), regardless of the time elapsed, in any state, of any crime that is substantially related to the qualifications, functions or responsibilities of a transit operator.
- All vehicle operators performing services under the Agreement shall be trained to properly operate all vehicles, including those provided by the City via OCTA, if applicable, and to demonstrate knowledge of proper use of wheelchair lifts, ramps, and other equipment associated with this service.
- Contractor shall have in effect personnel policies that conform to all state and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, FTA Drug and Alcohol Regulations, Compensation, Workers' Compensation, and other regulations as appropriate.
- The City has a zero tolerance policy for inappropriate behavior between passengers or between passengers and driver. Contractor's personnel policies must clearly address all inappropriate situations and how passenger altercations will be handled. At a minimum, this should include the proper handling of situations in which allegations of sexual misconduct, lewd behavior or sexual harassment have been made. Contractor must also adopt a zero tolerance policy and shall describe their procedure for training employees with respect to such policy.
- The purchasing, consumption, and or possession of illegal substances or alcoholic beverages by Contractor employees performing services under the Agreement are prohibited. Contractor shall immediately remove any employee observed engaging in such conduct from further performance of service under the Agreement. The policies for addressing such incidents should be included in the Contractor's Drug and Alcohol Policies as required by the FTA and in compliance with the FTA Drug and Alcohol Regulations.
- Contractor shall conduct pre-employment Department of Motor Vehicle (DMV) checks of all personnel hired to provide service under the Agreement. Any operator exceeding the California DMV point system or with a revoked or suspended license shall not be allowed to operate under the Agreement. Contractor shall comply with the DMV's Pull Notice Program, and shall pay for all applicable license fees for drivers, other personnel and vehicles. The results of those inspections shall be transmitted to the City.
- Contractor shall require all vehicle operators to promptly report any in-service mechanical failure, including failure of wheelchair ramp, or other lifts, to Contractor's supervisor. Contractor shall promptly assess the problem and report any damaged in-service vehicle or other mechanical failure to the City immediately, and not later than the start of the next business day.
- The City may require that any driver be removed from transporting City customers for excessive complaints, rudeness or other inappropriate behavior or appearance.
- Vehicle operators are not allowed to enter a residence beyond what is necessary to assist a customer out the door and to the vehicle, or from the vehicle back in the door.
- If requested, vehicle operators must assist customers with boarding or exiting.

- ❑ Vehicle operators may be requested to assist with the boarding and exiting of handicapped individuals. It must be understood that assisting passengers, such as handicapped individuals, may at times require both physical strength and sensitivity.
- ❑ Vehicle operators may handle customer's personal belongings only if requested and only during boarding and exiting. Driver will set items in a safe place such as a curb or on a bench, but may not carry or move items beyond that point.
- ❑ Vehicle operators are not permitted to solicit or accept tips, cash gifts or any other payment for services.
- ❑ Vehicle operators are not permitted to operate a cell phone, wear headphones, read, smoke, eat or drink while operating the vehicle.
- ❑ Vehicle operators must ensure that all passengers are seated and appropriately restrained before pulling away from a stop.
- ❑ Vehicle operators must have a current Red Cross CPR/First Aid certification and must carry the certification card at all times on duty.

a. *Administration:*

- ❑ Contractor shall identify a Project Manager who will oversee the proper operations and administration of all transportation services provided to the City under the Agreement. The designated Project Manager must be available to the City during operating hours.
- ❑ Contractor shall adhere to the performance standards set by the City, and shall meet periodically with the City to evaluate its performance under the Agreement. Transportation services and passenger demands will be assessed regularly by the City to ensure that the mobility needs of the City's seniors are met, and SMP is operating reliably and efficiently.
- ❑ In addition to SMP mandated reports, a City monthly report must accompany each invoice including dates of service, names and addresses of individuals served, pick-up location, destination location, trip category, vehicle service hours, destinations and any other coordinated transportation services.
- ❑ There is specific data that the Contractor will be required to collect for both the City and OCTA. Attached is an example of a form provided by OCTA that outlines specific data that will be required to be collected and provided in a report. The Contractor has the option to create the format of such reports containing this data.
- ❑ Contractor shall enter into an approved professional services agreement with the City in the form attached, and shall be responsible for all requirements contained therein.
- ❑ Contractor shall attend preliminary meetings with City staff to finalize the logistics and paperwork to properly implement, coordinate, and administer the SMP program to the satisfaction of the City and OCTA.
- ❑ Contractor shall hire capable and courteous personnel who are responsible for taking requests for transportation service and responding to telephone inquiries regarding the transportation service.

- ❑ Contractor shall notify the City of all automobile accidents and passenger injuries, both by telephone immediately and in writing by the close of the next business day.
- ❑ Contractor shall enforce all established policies with regard to operational emergencies, driver training, passenger safety, quality control, and professional service performance.
- ❑ Contractor shall submit with the bid proposal, certified financial statements reflecting the financial condition of Contractor for the past two years.
- ❑ Contractor shall meet with City staff regarding the schedule, status, and program services, at a minimum, on a monthly basis.
- ❑ Contractor shall comply with all State and Federal regulations relating to driver training, licensing, vehicle inspections, maintenance documentation, allowable hours on duty requirements, drugs and alcohol testing, and other applicable regulations.
- ❑ Contractor to provide City and OCTA all required monthly system operating data and information for periodic audits as required by the OCTA Senior Mobility Program.
- ❑ Contractor shall provide the necessary staff to ensure efficient and timely administration of reservations, as well as scheduling and dispatching of City senior transportation trips in accordance with the service schedules and policies set forth by the City.
- ❑ Contractor shall provide all necessary operating equipment for the driver and supporting office personnel, if applicable.
- ❑ Contractor shall be responsible for all training of the vehicle drivers regarding service policies, passenger fares and overview of other City services.
- ❑ Contractor shall comply with all California OSHA requirements including the requirement of SB198 to develop and implement an employee injury prevention safety plan.
- ❑ Contractor is required to provide a computerized system for trip reservations, scheduling and dispatching of senior transportation services, as well as for the collection, recording and reporting of operational and performance data regarding these services.
- ❑ The invoice for services rendered shall follow a format provided by the City, with all relevant back-up documentation, including monthly operations summaries, included with the invoice.
- ❑ CONTRACTOR shall provide to CITY, upon demand, proof of all necessary licenses, certificates, and training demonstrating sufficient skills in assisting senior or handicapped passengers entering, riding and exiting the vehicle.

a. *Fare Collection and Accountability:*

- ❑ Contractor shall adhere to the cash fare for service as established by the City. The City reserves the right to change the fare.
- ❑ Contractor shall have the vehicle operator collect fares daily and Contractor will deduct fares from the invoices submitted to the City.
- ❑ Contractor shall submit monthly reports that include daily totals of passenger.

- Contractor shall cooperate fully with the City, OCTA, and/or state agencies in the event an audit of the SMP under the Agreement is conducted. CITY will have reasonable access to the necessary portions of Contractor facilities, records and files for review or audit purposes.
- The fare per trip has not been determined, but would possibly be in the range of \$3.00 per trip. However, trips to the H. Louis Lakes Senior Center and grocery store(s) will not be charged.
- The H. Louis Lake Senior Center Assistant Supervisor may occasionally be request transportation services for special events. CONTRACTOR shall provide transportation service for City sponsored events. Participants may be assessed a fee for the use of the transportation services, said fee to be established by CITY.

#### G. Payment

Bid proposals shall include a proposed payment. All payments are subject to approval by the Garden Grove City Council and shall be in accordance with the terms and conditions of the Agreement.

Invoices for payment of service shall be prepared in such a form and supported by such copies of invoices, payrolls, and other documents as may be required by the City to establish amounts allowable. All invoices and related records are subject to audit by the City and/or OCTA. Invoices will be required on a monthly basis with backup data and will be submitted to the City. A schedule of invoice submittals will be determined between the City and the Contractor.

This is the example form referred to on Page 25 under Administration  
 Bullet point(4)



## Senior Mobility Program Monthly Reporting Form

Monthly Reporting E-Form

### Program Information

Service for the Month/Years of:

Program Name:

City or Organization:

Contact Person:

Contact Number:

### Details

| Trip Category                                      | One-Way Passenger Trip | Vehicle Service Hours | Vehicle Service Miles |
|--|------------------------|-----------------------|-----------------------|
| Nutrition Trips:                                   |                        |                       |                       |
| Medical trips:                                     |                        |                       |                       |
| Shopping trips:                                    |                        |                       |                       |
| Other trips:<br>(Please specify trip type below**) |                        |                       |                       |
| <b>Totals:</b>                                     | 0                      | 0.00                  | 0.00                  |

Sample

OCTA Monthly Contribution Amount:

City Monthly Contribution Amount:

Total Operation Cost for Month:

Source of City Contributions:

\*\*Please specify other trip types being provided to seniors in this space:

Please provide the requested information and submit the completed form to OCTA.

Attention: Kristi Kasal, by email to [kkasal@octa.net](mailto:kkasal@octa.net) or by FAX to (714)560-5927.

\*\*\*By the 30th day of the month following the reporting month\*\*\*

Please contact Jessica Deakyne at (714) 560-5802 if you have any questions or require assistance with the completion of this form.

Comments:





# Senior Mobility Program Monthly Reporting Form

Monthly Reporting E-Form

## Program Information

Service for the Month/Years of:

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

City or Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Number: \_\_\_\_\_

## Details

| Trip Category                                      | One-Way Passenger Trip | Vehicle Service Hours | Vehicle Service Miles |
|--|------------------------|-----------------------|-----------------------|
| Nutrition Trips:                                   |                        |                       |                       |
| Medical trips:                                     |                        |                       |                       |
| Shopping trips:                                    |                        |                       |                       |
| Other trips:<br>(Please specify trip type below**) |                        |                       |                       |
| <b>Totals:</b>                                     | 0                      | 0.00                  | 0.00                  |

Sample

|                                   |        |
|-----------------------------------|--------|
| OCTA Monthly Contribution Amount: |        |
| City Monthly Contribution Amount: |        |
| Total Operation Cost for Month:   | \$0.00 |
| Source of City Contributions:     |        |

\*\*Please specify other trip types being provided to seniors in this space:

Please provide the requested information and submit the completed form to OCTA.

Attention: Kristi Kasai, by email to [kkasai@octa.net](mailto:kkasai@octa.net) or by FAX to (714)560-5927.

\*\*\*By the 30th day of the month following the reporting month\*\*\*

Please contact Jessica Deakyne at (714) 560-5802 if you have any questions or require assistance with the completion of this form.

Comments:

## "ATTACHMENT B"

### PROPOSAL

This section shall include the proposed cost, **as a per trip rate**, to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City. An hourly rate may be used for pricing the cost of additional services in the space below.

Per trip charge must include ALL costs and fees associated with providing services, including all wages, overhead, mileage, insurance, benefits, training and other expenses. If any costs are outside of this quote, CONTRACTOR must note it below. **No fees, costs or charges will be considered or paid by CITY that are not identified in this proposal. Please DO NOT change/alter this page in any way! This page must be submitted with your proposal to be considered complete.**

#### PROPOSAL PRICE

The Per Trip Charge must be stated below as requested.

Per Trip Charge \$ 12.<sup>00</sup>

Total Proposed Rate Amount Written in Words:

Twelve Dollars

When there is a discrepancy between the words and figures, the WORDS WILL GOVERN.

Please attach a detailed summary of all itemized costs resulting in this rate.

#### ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES:

Trips outside city limits would be at \$2.50 per mile.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations.

**BIDDER/CONTRACTOR STATEMENT  
REGARDING INSURANCE COVERAGE  
(Submit with IFB/RFP Package)**

This signed document must be included with your bid package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified as in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Cabeo Yellow Inc.

Please Print (Person, Firm, or Corporation)

Tim Conlon

Signature of Authorized Representative

Tim Conlon - President

Please Print (Name & Title of Authorized Representative)

4/17/14

714-427-2555

TCONLON@CAYELLOW.COM

Date

Phone Number

Email

Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: [sandras@garden-grove.org](mailto:sandras@garden-grove.org). This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove  
Attention: Sandra Segawa:  
Purchasing Division  
11222 Acacia Parkway  
Garden Grove, CA 92840

**NOTE:** All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.

The undersigned will also deliver to the CITY prior to the commencement of Scope of Work the necessary original Certificates of Insurance. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

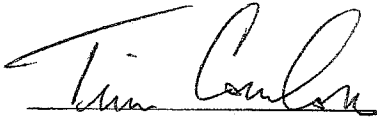
The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents:

Addenda No. 1, 2 & 3

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

|                   |                  |                           |
|-------------------|------------------|---------------------------|
| <u>Tim Conlon</u> | <u>President</u> | <u>714-427-2555 x 112</u> |
| (Name)            | (Title)          | (Phone)                   |

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

BY:   
(Signature)  
Tim Conlon  
(Type or Print Name)  
President  
(Title)  
TCOHLON@CAYELLOW.COM  
(Email Address)

Proposer's Business Address  
and Telephone/Fax Numbers:

520 W. Dyer Road Santa Ana, CA. 92707

714-427-2555

714-438-0405