

CITY OF CERRITOS
**REQUEST FOR
PROPOSALS**

CERRITOS ON WHEELS AND CERRITOS DIAL-A-RIDE
OPERATIONS AND MAINTENANCE CONTRACT
RFP NO. 1559-25

SUBMIT TO:
CITY OF CERRITOS
OFFICE OF THE CITY CLERK/1ST FLOOR
18125 BLOOMFIELD AVENUE
CERRITOS, CA 90703
ATTN: CYNTHIA NAVA
CITY CLERK

SUBMITTAL DEADLINE:
WEDNESDAY, APRIL 16, 2025 AT 11:00 A.M. PT



**CITY OF CERRITOS
REQUEST FOR PROPOSALS
RFP BID NO. 1559-25**

**CERRITOS ON WHEELS AND CERRITOS DIAL-A-RIDE OPERATION
AND MAINTENANCE CONTRACT**

SUBMITTAL:	One (1) original and one (1) electronic version in PDF format (on a USB drive) must be received on or before 11:00 a.m. on Wednesday, April 16, 2025 . Technical and Cost Proposals shall be submitted as separate documents (printed and electronic versions).
Addressed to:	Cynthia Nava, City Clerk
Address:	City of Cerritos Office of the City Clerk/1st Floor, 18125 Bloomfield Avenue, Cerritos, CA 90703
Mark Envelopes:	CERRITOS ON WHEELS AND CERRITOS DIAL-A-RIDE OPERATIONS AND MAINTENANCE CONTRACT <i>TECHNICAL PROPOSAL</i> – RFP No. 1559-25 - Do not open CERRITOS ON WHEELS AND CERRITOS DIAL-A-RIDE OPERATIONS AND MAINTENANCE CONTRACT <i>COST PROPOSAL</i> – RFP No. 1559-25 - Do not open
Label .PDF Files:	Cerritos_2025 O&M Contract_Technical Proposal_[Name of Firm] Cerritos_2025 O&M Contract_Cost Proposal_[Name of Firm]
Disclaimer:	It is the responsibility of the bidder to ensure that the bid is received by the deadline by City staff. Bids not received by the deadline will not be considered.

A non-mandatory pre-bid conference will be held on Wednesday, March 26, 2025 via Zoom. The meeting will commence at 9:00 a.m. Pacific Time. Prospective bidder attendance is encouraged. Additional details are provided in Section 6.4 – Pre-Bid Conference.

INQUIRIES:

Direct questions for clarification of this Request for Proposals document in writing to:

Sabrina Chan
Advance Planning Manager, Community Development
City of Cerritos
Telephone: (562) 916-1201
Email: schan@cerritos.us



EXECUTIVE SUMMARY

The City of Cerritos is requesting technical and cost proposals from qualified and experienced firms, or teams of firms, to provide turnkey operation and maintenance services for the Cerritos On Wheels and Cerritos Dial-A-Ride programs.

The City seeks innovative approaches to operating one or both mobility components discussed herein. These new services will replace the City's long-standing fixed-route service, and continue the City's long-standing Dial-A-Ride (demand-response) service.

The City's preferred date for service introduction/transition is August 1, 2025. In the event the bidder believes it is necessary to propose a later service introduction/transition date, the rationale for doing so must be explained clearly within the bidder's proposal.

As such, prospective bidders may submit a proposal (consisting of separate Technical and Cost proposals) for the City's consideration regarding one or both mobility components further described within Section 5 - Scope of Work section. Proposers may submit:

- A bid relating solely to the City's Dial-A-Ride service, OR
- A bid relating solely to the City's new general public on-demand service (Cerritos On Wheels) with connections to rail line service stations described herein, OR
- A bid for both services.



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1.0 INTRODUCTION AND PROGRAM BACKGROUND

1.1 Commitment to Excellence

The City of Cerritos takes great pride in the mobility services it provides to persons living, working, or visiting the City. Many residents, including students, older adults, and persons with disabilities, have come to rely on these services as their means of transportation to school, work, or medical appointments. The City remains committed to providing mobility services that are effective in meeting the needs of the community, provide value to the overall community, and make prudent use of the City's transportation-dedicated funds.

1.2 Historic Overview

Historically, the City of Cerritos has provided both a demand-response and fixed-route transit service.

The Cerritos Dial-A-Ride, introduced in 1989, was the first transit program established by the City and was designed to provide demand-response and curb-to-curb service to seniors and persons with disabilities. In response to increasing demand from residents, the City began the Cerritos-On-Wheels (COW) fixed-route bus service in 1993. The goal of the COW was to provide residents with access to many of the key destinations within Cerritos that were not being adequately serviced by other public transit providers at the time.

From 1993 to 2000 the Dial-A-Ride and COW bus service experienced significant growth in ridership. This increase was attributed to a growth in senior population of Cerritos, decline in school bus services provided by the ABC Unified School District, and an increase in community awareness regarding the availability of public transit services. Following this significant growth, the City retained a consultant to develop a long-range transit plan to guide future program development.

Across the next twenty years (2000–2020), the City's public transit program was subject to a variety of service changes. More significant modifications included periodic route reconfigurations, utilization of larger vehicles, introduction of the Dial-A-Ride tiered-service structure, modifications to the reservation process, and introduction of the Cypress College shuttle service. Ridership remained strong during this period.

The onset of the COVID-19 pandemic (Spring 2020) resulted in significant declines in both ridership and fare revenue. As a result, the City reduced fixed-route operating hours and service frequency. As the pandemic wore on, annual operating costs increased significantly, much of the ridership loss continued, and the City became subject to state mandate requiring transition to zero-emission vehicles. Taken collectively, these served as a catalyst for a top-to-bottom comprehensive examination of the City's public transit program which was completed over a two-year period in 2023-2024.

As a result of such examination, in November 2024, the Cerritos City Council directed staff to implement a new transit program inclusive of two components: 1) continuation of the eligibility-based Dial-A-Ride service, and 2) replacement of the COW fixed-route service with a general public on-demand service that also includes on-demand service linking Cerritos with Metro's C Line Station in Norwalk and Metrolink's Norwalk/Santa Fe Springs station during peak morning and afternoon/evening hours. For the Dial-A-Ride service, this also included an adjustment to Tier 1 service to include destinations on both sides of boundary streets (rather than only the side of



the street included in the service area shown in Exhibit 1). The City Council also directed staff to expand the ride reservation methods and fare payment options.

Looking Forward: Scope of Services

The City is seeking one or more contractors to provide turnkey operation and maintenance of its transit services. Three bid options are available. First, a bid relating solely to the City's Dial-A-Ride service. Second, a bid relating solely to the City's new Cerritos On Wheels general public on-demand service. Third, a bid which includes both services.

The City's Dial-A-Ride and COW (general public on-demand) services will be funded entirely through transit restricted Proposition A and C funds. Said funds are derived from Los Angeles County sales tax revenues.

1.3 Dial-A-Ride Service

The City's Dial-A-Ride service is a curb-to-curb, shared-ride demand-response service provided to Cerritos residents age 55 and older as well as persons with disabilities regardless of age. The service will operate Monday through Friday (8:00 a.m. to 8:00 p.m.) and Saturday and Sunday (8:00 a.m. to 5:00 p.m.). The service will not operate on City-designated holidays.

Service Area

The Dial-A-Ride service area will include three tiers utilizing a distance-based fare structure.

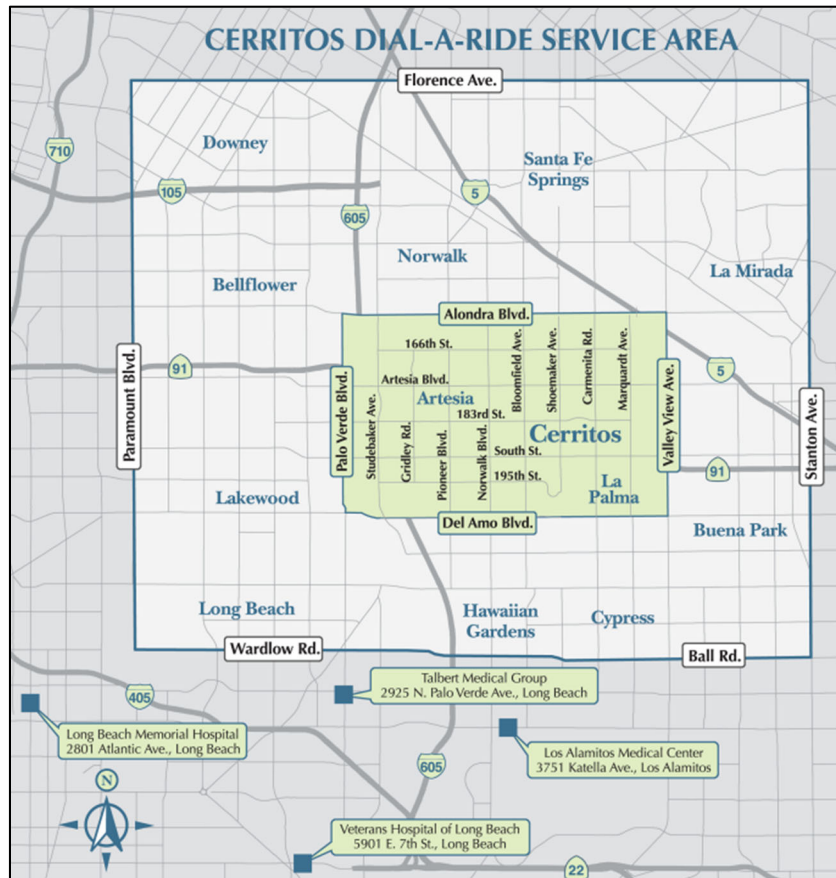
Tier 1 trips include those occurring within Cerritos, Artesia, and portions of La Palma and Norwalk. The service area is defined as Alondra Boulevard to the north, Valley View Avenue to the east, Del Amo Boulevard to the south, and Palo Verde Boulevard to the west). This includes destinations on both sides of the streets that form the boundaries of the Tier 1 service area. (Note: Service linking Cerritos with Cypress College is provided on-demand to qualifying patrons.)

Tier 2 trips include service to medical facilities within three miles of the Tier 1 boundary. Tier 3 service provides access to approved medical facilities outside the Tier 2 boundary, primarily in Long Beach.

The tiered service area is shown in Exhibit 1.



Exhibit 1: Dial-A-Ride Service Area



A fifth Tier 3 location (Los Alamitos Orthopedic & Sports Physical Therapy, 5152 Katella Ave., Suite 106, Los Alamitos) is not shown on the map, but is included as an existing Tier 3 destination.

Reservation Policies

Advance reservations are generally required, although same-day requests and requests for immediate service will be accepted on a space-available basis (subject to the order in which the trip request is received). Prospective bidders are to discuss their respective ride scheduling terms and policies within their respective proposal.

No same-day ride requests will be accepted on Saturday or Sunday. Ultimately, the City intends that ride requests may be received via a combination of toll-free reservation line, website, app, etc. Bidders are required to provide details regarding their proposed reservation-taking methodology.

A late cancellation is defined as one that is received less than two hours before the requested pick-up time. A no-show is defined as a trip that is not cancelled or one that is cancelled after the vehicle has arrived at the pick-up location. Drivers will wait 10 minutes after the scheduled pick-up time. Excessive late cancellations or no-shows may result in suspension or loss of riding privileges.



Eligibility and Fares

In order to be eligible for Dial-A-Ride service, a rider must be a resident of Cerritos and be age 55 or older or under age 55 with a disability. The City will continue to be responsible for all eligibility and registration for the Dial-A-Ride service. Registration applications and waivers must be submitted to the City; and approval is required before a rider can use the Dial-A-Ride service.

Applications are typically reviewed within two to three business days of receipt, and notification of approval is provided by mail. No physician signature is required for persons applying for the service due to a disability. Proof of age and residency is required to be presented at first pick-up for all new customers/riders.

The service is intended for those who are unable to use traditional fixed-route transit service (such as LA Metro, OCTA, Long Beach Transit, Norwalk Transit, etc.), although it does not function as ADA complementary paratransit (as that role is fulfilled by Access Services, Inc. for all of Los Angeles County).

Trips within the Tier 1 service area may be made for any purpose. Trips within the Tier 2 service area are for medical purposes only; all medical facilities/hospitals within the Tier 2 boundary are eligible destinations. Tier 3 trips are also limited to medical purposes, but only to specified medical facilities/hospitals. Currently there are five facilities located in Long Beach and Los Alamitos that are approved for Tier 3 trips.

A personal care assistant (PCA) may accompany a rider at no charge. Those traveling as a companion must pay the same fare as the rider they are accompanying. Children under 16 must travel with a PCA or parent.

Fares are established based on Dial-A-Ride service tier. A new Dial-A-Ride fare structure will go into effect concurrent with this contract. This is detailed in Exhibit 2.

Exhibit 2: Dial-A-Ride Fares

Service Tier	Proposed One-Way Fare
Tier 1	\$1.00
Tier 2	\$5.00
Tier 3	\$7.00

1.4 Cerritos on Wheels

In order to more efficiently and cost-effectively provide transportation services to the community, the Cerritos City Council directed staff to transition the existing fixed-route service to a reservation-based, on-demand transportation model open to the general public. The City intends to transition the COW brand from the fixed-route service to the general public on-demand service.

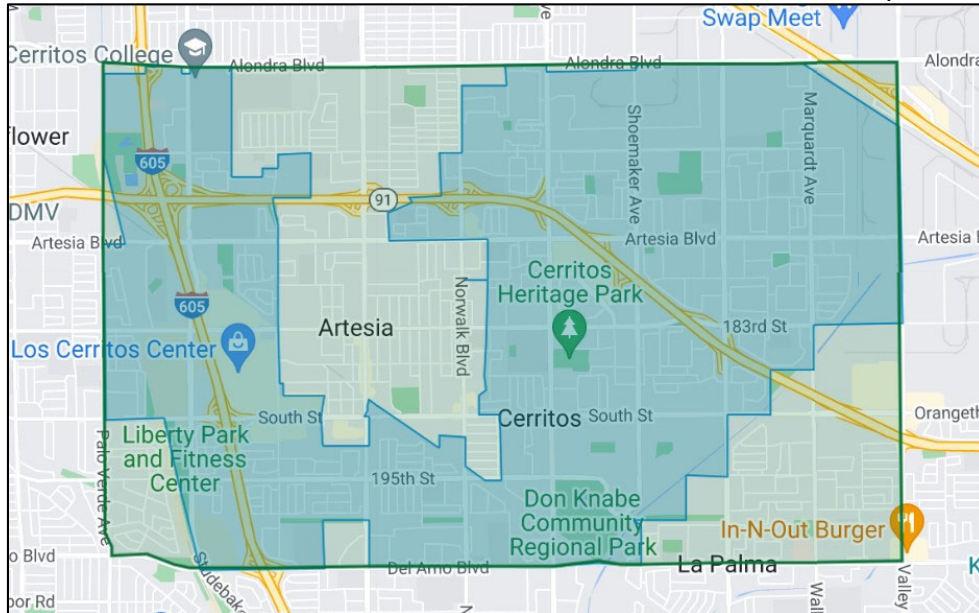
Service area

The general public reservation-based, on-demand transportation service will serve an area bounded by Alondra Boulevard to the north, Valley View Avenue to the west, Del Amo Boulevard to the south, and Palo Verde Avenue to the west, which is the same service area as the City's Dial-A-Ride Tier 1 service (as shown in Exhibit 3).



Ride requests within the service area will be geo-limited to those either beginning or ending in Cerritos, thereby allowing Cerritos residents access to the destinations they often need and/or prefer to travel to. Ride requests located wholly within another jurisdiction (such as a trip that both starts and ends in Artesia) will not be accepted.

Exhibit 3: COW General Public On-Demand Service Area Map



Cerritos city boundary shown in blue; service area shown in green.

Riders will also be able to request a ride from safe pick-up locations in Cerritos to the Norwalk Metro Green/C-Line Station and the Norwalk/Santa Fe Springs Metrolink Station, as well as from either station to any location in Cerritos as part of the general public on-demand service.

Service Approach

The on-demand service is envisioned as utilizing a “corner-to-corner” service approach, which focuses on safe rider pick-up and drop-off at nearby intersections in close proximity to the origin and destination points. The locations of “corner-to-corner” virtual stops will be determined by the successful bidder’s dispatching algorithm, which will identify safe locations (such as nearby intersections or side streets) for the vehicle to stop.

The City desires a turnkey model, whereby a contracted operator provides the reservation and on-demand technology (i.e., dispatching platform, smartphone app, etc.) as well as all personnel and vehicles. Ultimately, the City intends that ride requests may be received via a combination of toll-free reservation line, website, app, etc. Bidders are required to provide details regarding their proposed reservation methodology.

Given the footprint of the proposed service area is approximately 13 square miles, a maximum twenty (20) to thirty (30) minute wait-time goal is desired, with the understanding that trips may have a shorter wait-time, depending on demand. Bidders should discuss how they can meet this goal within their proposals.



Service to the Norwalk Metro Green/C-Line Station and Norwalk/Santa Fe Springs Metrolink Station will be provided as part of the general public on-demand service as described previously with designated pick-up/drop-off locations at both stations.

Service days and hours

General service will operate Monday through Friday, 7:00 am to 7:00 pm. Saturday service will operate 9:00 am to 5:00 pm.

Service to the Norwalk Metro Green/C-Line Station and the Norwalk/Santa Fe Springs Metrolink Station will be provided during peak hours (7:00 a.m. until 10:00 a.m. and 4:00 p.m. until 7:00 p.m.) of the general public service. The wait-time goal for travel to and from the stations in Norwalk will likely be greater than that for the in-town on-demand service, given the distance between the stations and Cerritos.

Fares

The fare established for service within Cerritos is \$2.00 per one-way trip. The fare for service to the Norwalk Metro Green/C-Line Station and Norwalk/Santa Fe Springs Metrolink Station is \$7.00 per one-way trip.

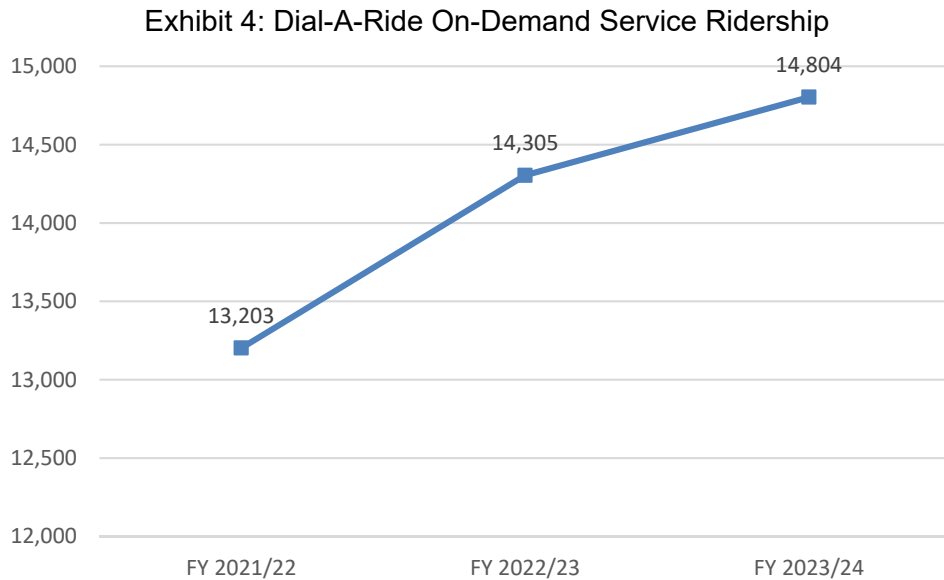
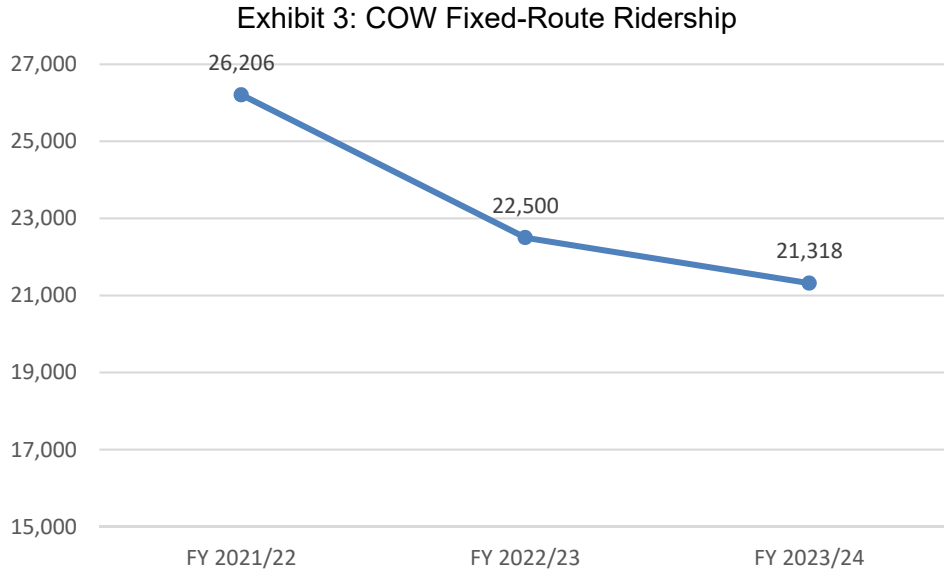


2.0 RIDERSHIP

The following information is provided to support the preparation of each bidder’s proposal.

Ridership

Annual ridership for the COW and Dial-A-Ride for the three most recent fiscal years is presented below:





3.0 GENERAL RFP INSTRUCTIONS

3.1 Term of Contract

The successful bidder will complete all applicable training requirements and, following the notice to proceed, ideally commence operations no later than August 1, 2025. In the event the bidder believes it is necessary to propose a later service introduction/transition date, the rationale for doing so must be explained clearly within the bidder's proposal.

The resulting agreement will be for up to a ten (10) year period ending July 31, 2035.

3.2 Funding Source

This contract will be funded through the use of Los Angeles County Proposition A and Proposition C funding sources provided to the City of Cerritos. These are the only funding sources that the City of Cerritos has allocated and will allocate toward the operation of the requested services.

3.3 Individual or Team Approach

Bids can be submitted by either one provider with the capacity to provide all of the services requested herein, or by responding with a team approach. Those responses utilizing a team approach must designate the primary contractor responsible for the contract and the various sub-contractors that will be providing additional services.

3.4 Competitive Selection

This procurement shall comply with all applicable City of Cerritos selection policies and procedures. The successful contractor will be selected based on the recommendation by the Technical Review Committee to the Cerritos City Council.

Evaluation factors outlined in Paragraph 3.5 below shall be applied to all eligible responsible and responsive contractors in comparing proposals and selecting the successful proposal.

A bidder may be selected without discussion after proposals are received. Therefore, proposals should be submitted on the most favorable terms.

3.5 Selection and Evaluation Factors

Each proposal will be evaluated and ranked by the Technical Review Committee. Evaluation factors to be considered, and the corresponding weight for each, shall be as follows:

- Ability to meet the requirements of the RFP 20%
- Experience of providing services similar to those in the Scope of Work 20%
- Qualifications and experience of proposed personnel 20%
- Cost Proposal 40%

The Technical Review Committee, at its sole discretion, may request an oral presentation or discussion with the bidder(s) deemed most qualified. The City reserves the right to request a BAFO from the highest-ranked bidder or bidders.



3.6 Inquiries, Communications, and Addenda

Inquiries must be submitted in writing. Material information provided to one potential bidder will be distributed equally to all, and any revisions to the RFP will be issued and distributed as addenda.

The City of Cerritos will not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. It will be the responsibility of each bidder, prior to submitting its proposal, to contact Advance Planning Manager, Sabrina Chan, (schan@cerritos.us), to determine if addenda were issued, and to make such addenda a part of its proposal.

Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of proposal.

Bidders are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document.

The bidder shall submit with the proposal a signed copy of the Acknowledgement of Receipt of All Addenda provided in Attachment 3.

3.7 Proposal Acceptance Period

All proposals must include a statement indicating validity for a minimum period of ninety (90) days subsequent to the submission deadline.

3.8 Contract Incorporation

Bidder should be aware that the contents of the successful proposal, as well as the City of Cerritos' proposed agreement, shall become a part of the subsequent contractual documents. Any modifications to this proposed agreement will require prior negotiations and approval of the City. Failure of a bidder to accept this obligation may result in the rejections of its proposal or cancellation of any award. Any damages accruing to the City as a result of a bidder's failure or refusal to execute a contract with the City, if awarded the contract, may be recovered from the bidder.

3.9 Negotiations

The City of Cerritos reserves the right to negotiate all elements that comprise the proposal to ensure the best possible consideration for all concerned.

3.10 Audit

The City of Cerritos reserves the right to conduct a pre-award audit of the selected bidder's proposed fees, rates, and costs to determine fairness and reasonableness. Such audit will be done at the City's expense.



4.0 REQUIRED PROPOSAL FORMAT AND CONTENTS

4.1 Format Overview

Proposals must follow the format outlined below. All requested information must be supplied. Failure to submit a complete proposal in the required format shall be considered non-responsive.

Technical proposals should include the following information in the order shown:

- a. Transmittal Letter. The transmittal letter should reflect an understanding of the project as well as the City's needs. It should be signed by an individual authorized to bind the proposer to the terms of the proposal and include the name, address, email address, and telephone number of the appropriate contact person(s). It should also include a statement indicating validity of the proposal for a period of no less than ninety (90) days subsequent to the RFP closing date. In the transmittal letter, bidders should clearly identify which transit service(s) they are bidding on (COW general public on-demand, Dial-A-Ride, or both).
- b. Table of Contents. Identify each section by name and page number.
- c. Executive Summary. The executive summary should provide an overview of the Contractor's proposal. (Maximum 3 pages)
- d. Ability to Meet Requirements of the RFP. Provide, in narrative form, a plan of how your organization would approach this project if awarded the contract. This section should include all information requested under Section 4.2 of the RFP, including a detailed description of management, hiring, training, maintenance, operations, data collection/record-keeping, technology (including all software and mobile application capabilities), and vehicles. If bidding on all services detailed within this RFP, if the general public components will be managed or operated differently from the Dial-A-Ride component, describe how.
- e. Proposed implementation timeline. Detail the actions the Contractor will take to meet the preferred launch date of August 1, 2025. In the event the bidder believes it is necessary to propose a later service introduction/transition date, the rationale for doing so must be explained clearly within the bidder's proposal.
- f. Experience of Providing Services Similar to Those in the Scope of Work. This section should include a brief profile of the proposer, including its principal line of business, year founded, form of organization, and general description of its financial condition. Indicate if the prime contractor or any subcontractors are DBEs. It should also include all of the information requested under Section 4.3 of the RFP, including descriptions and contact information for existing or recent on-demand contracts, with the same information provided for any subcontractors.
- g. Qualifications and Experience of Proposed Personnel. This section should include all information requested under Section 4.4 of the RFP, including the names, resumes, and qualifications of the Project Manager and all key personnel, including the same



information for any subcontractors.

- h. Insurance. Provide proof of required insurance either in the form of a Certificate of Insurance(s) or in the form of a commitment letter from an insurance company or licensed insurance agent.
- i. Acknowledgement of Addenda. Execute and submit acknowledgment of any amendments pursuant to this RFP (see Attachment 3).
- j. Cost Proposal. The cost proposal should be submitted in a separate, sealed envelope (hard copy) and as a separate .pdf file. It should include all information as requested under Section 4.5.

One (1) original and one (1) electronic version in PDF format (on a USB drive) must be received on or before **11:00 a.m. Pacific Time on Wednesday, April 16, 2025**. Technical and Cost Proposals shall be submitted as separate documents/files (for both printed and electronic versions). Proposal submittals should be marked as indicated on the cover page of this RFP. Electronic files should be named as indicated on the cover page of this RFP.

Submit proposals to:

Cynthia Nava, City Clerk
City of Cerritos Office of the City Clerk/1st Floor
18125 Bloomfield Avenue
Cerritos, CA 90703

4.2 Ability to Meet Requirements of the RFP

The contractor shall provide sufficient information to enable the selection committee to evaluate the contractor's ability to meet the requirements of this RFP. Such information shall include, but not be limited to, the following:

- a. Describe your approach, capacity, and management philosophy for program/service operation. Is your firm proposing to assign a full-time project manager to this project? If not, what level of effort (percentage of dedicated time) will be assigned to this project? Where will your firm's proposed project manager be physically located?
- b. Describe your hiring/screening procedures for the selection of professional operators. Identify the licensure level required to operate the vehicles in the fleet, as well as additional background checks and training considered necessary for operation of the vehicles. State the proposed size of your driver roster to deliver the proposed level of service at service launch.
- c. Describe your operator training and support personnel training programs. Describe the type of regular testing and supplemental protocols your firm will put in place to ensure that all drivers are in top condition for service provision. Include drug and alcohol policies and any other conditions of employment. Describe the onboard tools that will be deployed in each vehicle to guide drivers to each passenger pick-up and drop-off location. Detail how drivers will be trained in the use of these tools.
- d. Describe your ongoing safety program.



- e. Indicate how your firm will provide maintenance services (whether in-house or through third-party vendors). If maintenance will be provided using an in-house workforce, discuss the qualifications and certifications of maintenance personnel, as well as the capabilities of staff. Describe the safety inspections and preventive maintenance protocols in place to ensure the fleet is in top condition.
- f. Describe your supervisory and dispatch operation. Is your firm proposing to assign one or more full-time Operations Supervisors to this project? If not, what level of effort (percentage of dedicated time) will be assigned to this project? Where will your firm's proposed Operations Supervisor(s) be physically located? Provide samples of forms to be used for supervisory and dispatch activities in this effort.
- g. Discuss your proposed strategy for ensuring on-time performance for both the general public on-demand and Dial-A-Ride services.
- h. Describe your proposed method of fare collection, including but not limited to payment via mobile app, website, and/or cash and credit card in vehicles (subject to feasibility).
- i. Describe your approach for data collection, record keeping, and reporting to meet the City's requirements. Provide a sample report.
- j. Describe your proposed vehicle cleaning procedures, including staffing, schedule, facility, and location.
- k. Describe your proposed methods for customer service training, including sensitivity training for working with older adults and persons with disabilities. Include how driver-related complaints are handled and reported along with customer satisfaction results.
- l. Describe the background technology that will support operation of the general public on-demand and/or Dial-A-Ride services. Indicate if it is proprietary to your firm or, if not, who owns the technology. Describe how the technology can serve the most trips possible with each vehicle in order to maximize efficiency. Describe methods for handling technology upgrades and service outages.
- m. Describe the customer-facing tools used in the provision of the general public on-demand and Dial-A-Ride services, such as mobile app and website. Describe features available for customers to know in real-time their estimated pick-up time and estimated time of arrival at their destination.
- n. Describe your proposed vehicle type(s) including brand, technology, fuel, passenger capacity, and licensing. Describe the proposed fleet size and spare ratio. Explain how additional vehicles can be accessed if needed due to mechanical issues or demand, including required lead time. Explain the parking, staging, storage, and infrastructure plans related to the proposed vehicles. List the hardware and software that will be installed in each vehicle.
- o. List any additional information you believe to be pertinent to this project, the scope of services discussed herein, and your firm's specific qualifications to providing same.

4.3 Experience of Providing Services Similar to Those in the Scope of Work

The contractor shall provide sufficient information to enable the selection committee to evaluate the contractor's experience of providing services similar to those outlined within the Scope of Work. Such information shall include, but not be limited to, the following:

- a. Provide a brief description of your firm's operation, including its organizational structure.



- b. Describe your firm's specific experience in providing contracted on-demand and dial-a-ride services. Describe no fewer than three current or recent projects similar to that requested by the City of Cerritos. For each, provide the following:
 - Name of client
 - Name of contact person, title, phone number, and email address
 - Term of contract
 - Number of vehicles
 - Number of annual revenue hours
 - Size of service area
 - Annual ridership
 - Contract amount
- c. If any subcontractors will be used, include the information above for all subcontractor firms.

4.4 Qualifications and Experience of Proposed Personnel

The contractor shall provide sufficient information to enable the selection committee to evaluate the contractor's personnel proposed for this project. Such information shall include, but not be limited to, the following:

- a. Identify by name the Project Manager and any other key personnel to be assigned to this project. For each individual named, provide the following:
 - Resume
 - Qualifications and experience
 - Education and training, include accreditations where relevant
- b. If any subcontractors will be used, include the information above for all subcontractor firms.

4.5 Cost Proposal

The bidder shall submit a summary of its cost proposal and any supporting documentation using a format that clearly details the component and total costs associated with its bid. The Cost Proposal should be submitted separately from the Technical Proposal as stipulated in Section 4.1.

Include a separate detailed cost per service hour, one-time implementation costs, and ongoing annual costs (e.g., subscriptions, technology fees, or communication costs) for the operation of the general public on-demand and/or Dial-A-Ride services. Provide a sample budget for the ten-year timeline. Indicate if upgrades and new features to software are included or priced annually.



5.0 SCOPE OF WORK

The Scope of Work for the implementation of both mobility services is detailed in Attachment 1 - Scope of Work.

6.0 ADDITIONAL NOTES

6.1 Legal Statements, Proposal Review, and Contract Implementation

Attachment 2 contains legal statements and contract implementation requirements that are incorporated into this RFP by reference.

6.2 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time stated in the public notice for the receipt of proposals. Any withdrawal of a proposal must be done in writing and submitted to the City Clerk. The request shall be executed by the bidder or its duly authorized representative. The withdrawal of a proposal does not prejudice the right of the bidder to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

6.3 Rejection of Proposals

Failure to meet the requirements of the RFP will be cause for rejection of the proposal. The City may reject a proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the bidder, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

6.4 Pre-Bid Conference

A non-mandatory pre-bid conference will be held on Wednesday, March 26, 2025 via Zoom. The meeting will commence at 9:00 a.m. Pacific Time. Prospective bidder attendance is encouraged. Attendees must submit their name, the name of their organization, and contact information to Advance Planning Manager Sabrina Chan (schan@cerritos.us) by 5:00 p.m. Pacific Time on Monday, March 24, 2025. Log-in information for the Zoom meeting will be emailed to all registered attendees in advance of the pre-bid conference.



7.0 TENTATIVE SELECTION SCHEDULE

Issuance of RFP	Friday, February 28, 2025
Pre-bid conference	Wednesday, March 26, 2025, 9:00 a.m. PT
Question deadline	Thursday, March 27, 2025, 5:00 p.m. PT
Responses provided	Friday, April 4, 2025
Submission deadline	Wednesday, April 16, 2025, 11:00 a.m. PT
Bidder interviews (at City's discretion)	Thursday, May 8, 2025
Award of contract	Thursday, June 12, 2025 (subject to change)
Preferred service initiation	Friday, August 1, 2025

The aforementioned dates are target dates for evaluation and scheduling purposes. The City reserves the right to modify the proposed schedule based on proposals received and/or timeframes for completion.

ATTACHMENTS

Attachment 1 – Scope of Work

Attachment 2 – Legal Statements, Proposal Review, and Contract Implementation

Attachment 3 – Acknowledgement of Receipt of All Addenda

Attachment 4 – Sample Professional Services Agreement



ATTACHMENT 1

Scope of Work

CERRITOS ON WHEELS AND DIAL-A-RIDE OPERATIONS AND MAINTENANCE

SCOPE OF WORK

CONTENTS

- Section 1 – Contractor's General Duties and Responsibilities
- Section 2 – Contractor's Maintenance Duties and Responsibilities
- Section 3 – General Public On-Demand Service Requirements
- Section 4 – Dial-A-Ride Service Requirements
- Section 5 – City Duties and Responsibilities

SECTION 1 – CONTRACTOR'S GENERAL DUTIES AND RESPONSIBILITIES

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of the general public on-demand ("Cerritos On Wheels" or "COW") service and/or Dial-A-Ride ("Cerritos Dial-A-Ride") service.

The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary, and generally accepted within the public transportation industry as being an integral element of operating an on-demand and/or Dial-A-Ride public transportation system of a kind and character such as the one in the City of Cerritos.

1.1 Utilization of Subcontractors

CONTRACTOR is permitted to utilize SUBCONTRACTOR(S) to assist in the provision of the services outlined herein. CONTRACTOR shall be responsible for ensuring SUBCONTRACTOR(S) is/are in full compliance with all of the standards and requirements established within this Scope of Work. Where applicable, all standards and requirements set forth for the project CONTRACTOR shall also apply to all SUBCONTRACTORS hired by CONTRACTOR to facilitate provision of the services outlined herein.

All SUBCONTRACTORS shall provide a designated project manager that will oversee administration of this contract. SUBCONTRACTOR will be required to provide CITY with project manager's mobile phone number. SUBCONTRACTOR'S project manager shall be required to return all calls from the CITY within twenty-four (24) hours and will be required to attend all audit-related activities, City Council meetings, and community-based meetings as requested by the City.



1.2 Operations - General

CONTRACTOR shall provide the necessary management, technical, and operating services for the turnkey operation of COW and/or Dial-A-Ride services as specified within its proposal. CONTRACTOR shall assist and cooperate with CITY in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination, and cooperation with CITY on matters related to operations, monitoring, reporting, and service performance measurements.

All facilities, equipment, and services required in the operation and management of the COW and/or Dial-A-Ride services shall be furnished by CONTRACTOR unless specifically identified to be furnished by the CITY.

1.3 Special Services

In addition to regular COW and/or Dial-A-Ride operations, CONTRACTOR may occasionally, upon receiving specific written authorization by CITY, provide special transportation services within the City of Cerritos, provided that such special services are determined by CITY to be in the public interest and are in compliance with applicable federal and state statutes. CONTRACTOR shall be entitled to compensation for such services at the normal rate per vehicle service hour specified in the AGREEMENT.

CONTRACTOR will, from time to time, evaluate the transit programs for operational efficiency and make recommendations for adjustments as necessary during the ten- (10-) year contract period.

1.4 General Service Standards

CONTRACTOR shall strive at all times to provide service in a manner that will maximize productivity and, at the same time, maximize customer service. Recognizing that the goals of productivity and customer service level may conflict, the standards established within this scope of work are intended to be reasonably attainable by CONTRACTOR, fair to the customer, and consistent with CITY expectations.

The CONTRACTOR and the CITY shall evaluate the performance of the COW and/or Dial-A-Ride services based upon these standards. Should it be found that CONTRACTOR'S performance has contributed to CONTRACTOR'S failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by CITY to correct deficiencies in performance. Should deficiencies persist, CITY may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

1.5 Operations Management

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees.

CONTRACTOR shall designate and provide the services of a Project Manager, subject to the approval of CITY, who shall provide overall management and supervision of the COW and/or Dial-A-Ride operations, including accountability for and coordination with SUBCONTRACTOR(S) if applicable, under the terms of the AGREEMENT.



The Project Manager shall work cooperatively with the CITY on matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from COW and/or Dial-A-Ride passengers and the general public, and responding to specific requests for other assistance as such needs may arise.

CONTRACTOR shall assure CITY that the Project Manager designated for this project will not be replaced without the written consent of the CITY. Should the services of the Project Manager become unavailable to the CONTRACTOR without prior consent of the CITY, the CITY reserves the right to assess a penalty of \$5,000.00 for noncompliance. The resume and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Project Manager, unless the departing employee does not provide CONTRACTOR with such notice. CITY shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Project Manager.

The CONTRACTOR shall further designate one or more Operations Supervisor(s) to assist the Project Manager in carrying out all activities relative to COW and/or Dial-A-Ride operations.

The Project Manager and/or Operations Supervisor(s) shall be available by phone or in person during all operating hours to make decisions regarding day-to-day COW and/or Dial-A-Ride operations or provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

1.6 Employee Selection and Supervision

CONTRACTOR and/or SUBCONTRACTORS shall be responsible for the employment and supervision of all employees needed to perform COW and/or Dial-A-Ride operations. Such responsibilities shall include but not be limited to: employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining, and termination.

The CONTRACTOR shall conduct an adequate background check on each driver to ensure he/she meets the following standards and is qualified to perform those services discussed within the City's RFP. Minimum requirements should include the following:

- a. At least 21 years of age.
- b. Continuous possession of a valid California driver's license for the past three (3) years and current possession of the type of license required to operate the assigned vehicle.
- c. Ability to communicate clearly and effectively in English (verbal and written).
- d. No felony convictions.
- e. Must be able to pass a pre-employment drug screen and criminal background check.

CONTRACTOR shall develop, implement, and maintain an employee substance abuse/alcohol abuse testing program, subject to CITY approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance, and control of COW and/or Dial-A-Ride vehicles and equipment. Such a program will comply with the City of Cerritos Drug-Free



Workplace Policy and meet all applicable federal requirements promulgated to implement the Omnibus Transportation Employee Testing Act of 1991 and related supplements and amendments.

CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude before or during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

CONTRACTOR shall at all times comply with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

1.7 Training of Drivers and Operations Personnel

CONTRACTOR shall develop, implement, and maintain a formal training and retraining program, which shall be subject to review and approval by CITY. An outline of the training program, including periodic updates, shall be on file at the CITY. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

The CONTRACTOR shall be responsible for all aspects of training, including the provision and payment for the required training.

All operators hired by the CONTRACTOR must complete the CONTRACTOR's training program. All operators must receive appropriate and sufficient training in the following areas:

- a. Familiarization with vehicle equipment and operations.
- b. Familiarization with wheelchair ramp operation and wheelchair securement, as appropriate.
- c. Customer service (including passenger assistance).
- d. Defensive driving.
- e. Emergency procedures.
- f. Communications equipment and onboard technology
- g. Familiarization with the service area and service parameters.

CONTRACTOR shall ensure all operators complete training prior to their operation of an in-service vehicle. The CONTRACTOR will also be responsible for providing remedial training for any driver who demonstrates a lack of appropriate training. Written documentation of all training, including new hire training, recurrent training, and retraining, shall be maintained by the CONTRACTOR and furnished to the CITY upon request.

All drivers shall be certified as having completed CONTRACTOR'S formal training course for new drivers as approved by CITY and hold appropriate licensing and certification for the service to which they will be assigned and the type of vehicle they will be operating. Drivers of demand-response (Dial-A-Ride) vehicles shall possess a California General Public Paratransit Vehicle (GPPV) certificate.



Drivers shall meet all applicable requirements as established by the California Department of Motor Vehicles.

CONTRACTOR shall prepare and furnish to CITY and to all drivers, dispatchers, and supervisors a DRIVER'S MANUAL. Contents of the DRIVER'S MANUAL shall include the following subject areas: driver's rules, accident/incident policies, communication equipment policies and procedures, fare collection policies and procedures, inclement weather policy, vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms.

Dispatchers, customer service representatives, supervisors, and any other personnel who, may from time-to-time, be assigned to telephone information or Dial-A-Ride reservation lines shall be trained in customer relations skills, senior and disability awareness sensitivity, telephone manners, accident/incident procedures, transfer points, fares, Dial-A-Ride reservation procedures, and operating policies. Operations control personnel assigned to Dial-A-Ride trip scheduling and vehicle dispatching duties shall have a detailed knowledge of CONTRACTOR'S technology platform, applicable procedures, and professional techniques.

1.8 Driver's Responsibilities

Drivers will, when requested by CITY, distribute notices to passengers or otherwise render assistance in CITY'S customer relations, promotion, monitoring, and supervisory functions. Drivers will confirm payment through a mobile app and verify cash fares paid onboard the vehicle. Drivers will document ridership counts by passenger category each day in accordance with procedures approved by CITY.

1.9 Uniform Specifications and Appearance Standards

The design, type, and logo of the uniforms, as well as a dress code, shall be developed by the CONTRACTOR and be subject to CITY'S approval. The CONTRACTOR will provide uniforms to its drivers. At all times while on duty, drivers shall be well groomed, clean, and in complete uniform.

1.10 Supervision

CONTRACTOR shall provide necessary supervisory staffing to ensure appropriate operation of the specified service(s).

The CITY reserves the right to provide similar investigations and adherence checks of its own, without notice, to ensure Contract compliance.

1.11 Safety Program

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operations personnel, vehicles and equipment are maintained at the highest possible level throughout the term of this AGREEMENT. CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements.

CONTRACTOR shall develop, implement, and maintain in full compliance with California Law (SB 198) a formal safety program including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR'S insurance



carrier or other organization. SB 198 requires every California employer to adopt, implement, and maintain a written injury and illness prevention program. CONTRACTOR shall maintain and provide a copy of the firm's Injury and Illness Prevention Plan in compliance with Title 8 of the California Code of Regulation, Sec. 3203.

CONTRACTOR shall provide a copy of said Safety Program, including evidence of compliance with SB 198, and subsequent program update to CITY. CONTRACTOR will require all drivers, control room personnel, vehicle maintenance mechanics, and supervisors to participate in the safety program. CONTRACTOR shall monitor employee driver license activity so as to ensure compliance with all state and local requirements.

1.12 Accident, Incident, and Complaint Procedures

CONTRACTOR shall develop, implement, and maintain formal procedures, subject to CITY review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to: vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, wheelchair ramp failures of vehicles in service, and COW and Dial-A-Ride vehicles operating more than thirty (30) minutes behind promised schedule.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the City of Cerritos Sheriff's Station or Highway Patrol, as appropriate. CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident.

The CITY shall be notified in writing, by the CONTRACTOR, of all accidents and incidents within two (2) working days. In cases involving injury, CONTRACTOR shall notify CITY immediately upon receipt by CONTRACTOR of such information. Additionally, all accidents, incidents, and complaints shall be logged in an electronic spreadsheet format approved by CITY.

1.13 Vehicle Scheduling and Dispatching

The CONTRACTOR will provide communication equipment on all CONTRACTOR-owned vehicles. The CONTRACTOR will provide all necessary communication devices to support the successful provision of those services discussed within the City's Scope of Work.

The CONTRACTOR shall be responsible for training all dispatching staff on the proper use of the dispatching software.

1.14 Operations Headquarters

CONTRACTOR shall establish, furnish, and maintain an operations headquarters within the operations facility as described under Section 2.4 herein below.

1.15 Telephone and Technology

1.15.1 Telephone Numbers

The CITY will provide the CONTRACTOR with the Customer Service and reservation numbers for the Dial-A-Ride service as well as the general public on-demand service.



CONTRACTOR shall provide customer information service to the public during all hours of service operation. CONTRACTOR shall also have the ability to accept calls from hearing-impaired persons as well as persons with limited English proficiency.

All phone lines associated with this contract shall be used solely for the purpose of providing customer information and accepting ride reservations, and shall not be used by the CONTRACTOR for any other purpose.

Upon termination of this agreement the CONTRACTOR shall release such phone numbers to the CITY.

1.15.2 Software Backend Characteristics

Software must provide for scheduling, dispatch, reservation, user interface, and data collection. Bidders proposing to leverage existing technology and utilize proprietary software must indicate how it meets these requirements. The system must offer a call-in reservation option as well as a self-booking option through a mobile app and website. Advance reservations must be available for the Dial-A-Ride service and the COW service. Riders should have the option to pay via a mobile app, website, and/or onboard the vehicle.

The technology must have the ability to limit trip requests based on geography (within established service area with either origin or destination in Cerritos) and time (within established peak hours for Station Link service). It must also be able to schedule curb-to-curb service (Dial-A-Ride) and designate safe and appropriate “virtual stops” for corner-to-corner service (General Public).

1.15.3 Rider Application Characteristics

The rider application must be a native mobile app for iPhone/Android that is accessible for ADA compliance. It should have, at a minimum, the following features:

- On-demand (General Public) and scheduled (Dial-A-Ride) trip booking.
- Mobile fare payment via debit/credit cards as well as an on-vehicle cash payment option.
- Ability for riders to book wheelchair-accessible vehicles.
- Real-time vehicle locations or arrival and departure times for scheduled rides.
- Ability to identify a Personal Care Attendant (PCA).

1.15.4 Tech Support

CONTRACTOR must provide all software, installation, training, technical assistance, hardware, and equipment required to deploy and manage the service. CONTRACTOR must provide upgrades and new features to software it generally makes available to its licensees at no additional charge. It must provide the CITY with prior notice to any system/software maintenance or outages that may disrupt service. If maintenance or upgrades are to be made, CONTRACTOR must coordinate a date and time that will have the least negative impact on the CITY’S transportation services.

1.16 Fare Collection

The CONTRACTOR shall collect all fares and charges established by the CITY. The CONTRACTOR is responsible for supplying an appropriate method for fare collection and



safekeeping of fares paid onboard the vehicles. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service.

CONTRACTOR shall, in accordance with a procedure specified by CITY, account for revenues collected on COW and/or Dial-A-Ride vehicles and deposit such revenues on a daily basis into a local bank account designated by CITY for that purpose. CITY reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to CONTRACTOR.

1.17 Books, Records, and Reports

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for CITY under this AGREEMENT on file for at least three (3) years following the date of final payment to the CONTRACTOR by CITY. Any duly authorized representative(s) of CITY shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during CONTRACTOR'S usual and customary business hours. CONTRACTOR shall provide proper facilities to CITY representative(s) for such access and inspection. Further, any duly authorized representative(s) of CITY shall be permitted to observe and inspect any or all of CONTRACTOR'S facilities and activities during CONTRACTOR'S usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provisions of the AGREEMENT. In such instances, CITY'S representative(s) shall not interfere with or disrupt such activities.

CONTRACTOR shall collect, record, and report to the CITY on a quarterly basis all accounting data for the COW and/or Dial-A-Ride operation in accordance with Section 99243 of the California Public Utilities Code. All worksheets and supporting information used to prepare these reports shall be available to CITY within one month after the close of the applicable quarter.

1.17.1 Monthly Reports

The following performance indicators must be reported monthly in a City approved format:

- Ridership: total and by service and day
- Average number of passengers per vehicle service hour by service
- Average number of passenger per vehicle service mile by service
- Fare revenue: total and by service
- Miles between road calls
- On-time performance
- Number and nature of complaints
- All accidents
- Scheduled/completed/failed maintenance inspections
- Wheelchair boardings
- NTD-required data
- Drug and Alcohol tests
- Customer service training schedule
- Customer service level standards and achievement in accordance with Sections 3.2.1 and 4.2.2 herein
- Year-to-date totals for each category



Additionally, the following Dial-A-Ride information shall also be included:

- Total number of trips provided to each tier and outside of the service area
- Date and time of each trip
- Name/address of each location
- Number of no-shows/late cancellations
- Number of trip denials
- Number of trips assigned a different pick-up time than the original requested time

This information must be provided to the CITY in an electronic spreadsheet. Monthly reports must be accurate and provided by the CONTRACTOR on a monthly basis. Said reports must be reviewed and approved by the assigned project manager.

1.17.2 Customer Complaints

The CITY takes customer comments and concerns very seriously. All complaints received by the CONTRACTOR shall be immediately reported to the CITY. As directed by the CITY, the CONTRACTOR will follow up with the CITY on complaints by way of written documentation of the resolution and implemented means of preventing similar complaints in the future.

CONTRACTOR will additionally contact the complainant by telephone or via written correspondence, if requested by the CITY and/or complainant. Copies of all written correspondence of complaints shall be forwarded to the CITY as received.

Complaints received by the CITY will be communicated to the CONTRACTOR, and it is the CONTRACTOR'S responsibility to respond to the CITY's Project Manager with a resolution.

Monthly reporting to the CITY shall include summation of all verbal comments/concerns received by the CONTRACTOR, its employees, and/or agents. If an investigation is warranted, CONTRACTOR will conduct an investigation and the initiator will be contacted by telephone or written correspondence regarding the results of the investigation.

CONTRACTOR shall respond to all passenger complaints, including those communicated to the CITY, within the same day of receipt.

1.17.3 NTD Reporting

All reporting must comply with NTD sampling and reporting requirements. Upon request of the CITY, CONTRACTOR shall attend NTD-related audit activities, meetings and/or training workshops.

In the event that the CITY does not pass an NTD audit based on CONTRACTOR'S failure to meet said reporting guidelines and there is a loss of NTD funds to the CITY, the CONTRACTOR shall be responsible for reimbursing the CITY the total amount of funds lost for the reporting fiscal year.

1.18 System Recommendations and Reporting on Maintenance Needs

CONTRACTOR shall continually monitor COW and Dial-A-Ride operations, facilities, and equipment including, but not limited to, street tree overgrowth and street/sidewalk maintenance. Accordingly, CONTRACTOR shall, from time to time and as warranted, advise the CITY and make



recommendations to the CITY based upon observed deficiencies and needed improvements. CITY shall retain all authority, however, to make determinations and to take action on such recommendations.

1.19 Emergencies; Natural Disasters

In the event of an emergency or natural disaster, CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist CITY in ameliorating such incidents. To the extent the CITY requires CONTRACTOR to provide such emergency services and facilities, CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities to operate the COW and Dial-A-Ride hereinabove contained. Further, CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided, however, that the amount of such compensation and time of its payment shall be mutually agreed upon by CONTRACTOR and the CITY following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

1.20 Confidentiality

CONTRACTOR agrees to maintain the confidentiality of its records in accordance with local, state, and federal regulations. CONTRACTOR shall require all its officers, employees, and agents providing service hereunder, to acknowledge in writing, understanding of an agreement to comply with said confidentiality provisions.

SECTION 2 - CONTRACTOR MAINTENANCE DUTIES AND RESPONSIBILITIES

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of vehicles and equipment.

2.1 Maintenance - General

CONTRACTOR shall be responsible for the maintenance of all vehicles, communication systems, fare collection mechanisms, and all other equipment and accessories required in connection with its operation of the COW and/or Dial-A-Ride service in a clean, safe, sound, and operable condition at all times, and fully in accordance with any manufacturer-recommended maintenance procedures and specifications, as well as with the applicable requirements of any federal or state statute or regulation. In this regard, CONTRACTOR shall provide all labor, repairs, parts, tires, supplies, maintenance tools and equipment, lubricants, solvents, service facilities and such other components, and services, which may be required to fulfill its maintenance responsibilities.

If CONTRACTOR does not provide maintenance with its own workforce, it may use qualified vendors for preventive maintenance and repairs provided it meets the requirements stated above.

2.2 Vehicles and Equipment

All proposed vehicles must be dedicated to the CITY service and may not be used for any other operation without prior CITY approval. The CITY reserves the right to substitute CITY owned vehicles for those described above, should the requirement arise during the term of the CONTRACT, and negotiate any appropriate CONTRACT modifications with CONTRACTOR.

The CITY reserves the right to review and approve the fleet prior to CONTRACT execution.



2.3 Fuel and Servicing

CONTRACTOR shall provide all fuel required to operate COW and/or Dial-A-Ride vehicles. CONTRACTOR shall invoice the CITY for the provision of fuel at cost via the inclusion of a separate fuel line item on CONTRACTOR'S monthly invoice to the City.

2.4 Operations Facility

The CONTRACTOR is required to provide an operations facility within close proximity to the Cerritos city limits. CONTRACTOR shall staff this office during service hours. The CONTRACTOR-provided facility must be in a location that has been agreed to by the CITY and is equipped with the following:

- a. The office and employee/customer parking area shall be accessible to the disabled in accordance with federal requirements.
- b. Adequate appropriately equipped space for administrative personnel, dispatching and information staff, driver lounge or ready room, and training/safety meetings.
- c. If CONTRACTOR will provide its own maintenance services:
 - o A workspace and equipment sufficient to allow maintenance personnel to support successful maintenance of vehicles assigned to this service.

During the CONTRACT period, CITY staff shall have immediate and unrestricted access to all vehicles and all maintenance records during scheduled or unscheduled visits or inspections of CONTRACTOR facility.

2.4.1 Equipment Condition

Vehicles placed in service by CONTRACTOR must, without exception:

- a. Be cleaned daily inside and outside, including vehicle floor and driver area.
- b. Cleaning shall include, but not be limited to, dash controls, dashboard, driver area, and along the front dashboard.
- c. Have fully operational air conditioning, wheelchair ramps, communication equipment, and farebox (if used).
- d. Be free of body damage.
- e. Be free of graffiti on the exterior and interior of vehicles.
- f. Have all safety items fully operational (i.e., lights, brakes, horn, tires, wheelchair tie downs, seat belts, etc.)

2.4.2 Relocation of Facility

CONTRACTOR may not relocate the office and vehicle storage facility without prior written authorization from the CITY.



2.5 Maintenance Personnel - General

Maintenance personnel assigned to work on vehicles and equipment (whether employed by the CONTRACTOR or through a vendor service agreement) shall have thorough knowledge of:

- a. Engines, transmissions, and related mechanical equipment.
- b. Methods and procedures used in servicing mechanical equipment.
- c. Vehicle chassis and bodies.
- d. Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of vehicle equipment.
- e. Decimals, fractions, and specifications related to vehicle mechanics.
- f. Specialized areas such as painting, upholstery, brake relining, air conditioning, wheelchair ramps, and fareboxes (if used).

2.5.1 Maintenance Personnel Skills

Maintenance Personnel (whether employed by the CONTRACTOR or through a vendor service agreement) shall have the ability to:

- a. Conduct preventive maintenance inspections and complete associated paperwork.
- b. Inspect vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components.
- c. Diagnose vehicle engine, transmission, electrical and electronic component system problems.
- d. Repair vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components.

2.6 Maintenance Technical Training

If CONTRACTOR utilizes an in-house maintenance workforce, it shall provide technical training of maintenance personnel necessary to ensure a consistent level of current, thorough knowledge in the maintenance and repair of the types of vehicles and equipment used in the COW and/or Dial-A-Ride services, including air conditioning systems, wheelchair ramps, and other ancillary equipment.

2.7 Preventive Maintenance

CONTRACTOR shall document and submit a preventive maintenance program for review and approval by CITY within thirty (30) days of the effective date of the AGREEMENT. As a minimum, CONTRACTOR'S preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where



CONTRACTOR'S employees observe that maintenance is needed in advance of schedule.

CONTRACTOR shall not defer maintenance for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of CITY. Preventive maintenance and running repairs shall receive first priority in the use of CONTRACTOR'S maintenance resources. If utilizing an in-house workforce, CONTRACTOR shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by CITY.

2.8 Inspections

CONTRACTOR shall complete a CITY-approved inspection form, sign it, and place it on file for all inspections. Regular preventive maintenance inspections are to be conducted at a frequency so as to comply with OEM specifications.

2.9 General Public Paratransit Vehicles (GPPV) Maintenance Schedule

In addition to the above requirements for inspection, GPPV vehicles shall meet the requirements of sections of Title 13 of the California Code of Regulations (13 CCR) that apply only to those types of vehicle operations. All GPPV vehicles shall be maintained in compliance with all federal and state regulations governing their operation.

2.10 Parts Inventory

If using an in-house maintenance workforce, CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down-time and ensure that peak vehicle requirements are met.

2.11 Vehicle Towing

In the event that towing of any COW or Dial-A-Ride vehicle is required due to mechanical failure or damage, CONTRACTOR shall be responsible to provide such towing at CONTRACTOR'S sole expense.

2.12 Daily Vehicle Servicing

CONTRACTOR shall perform daily vehicle servicing on all COW and Dial-A-Ride vehicles and equipment used in revenue service. For purposes of this AGREEMENT, daily servicing shall include, but not be limited to:

- a. Fueling
- b. Engine oil, coolant, water and transmission fluid check/add
- c. Wheelchair ramp check
- d. Brake check
- e. Light and flasher check
- f. Interior sweeping and dusting
- g. Exterior and interior visual inspection
- h. Check of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention
- i. Additional requirements as specified by vehicle manufacturers.



CONTRACTOR shall develop, implement, and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist shall be utilized and kept on file for CITY and California Highway Patrol review. This checklist requirement may incorporate or supplement any driver's pre-trip safety inspections required by the California Highway Patrol.

2.13 Daily Driver's Inspection

13 CCR Section 1234 lists the records required by regulation to be kept by motor carriers. Section 1234 reads, in part: "(e) Daily Vehicle Inspection Reports. Motor carriers shall require drivers to submit a documented daily vehicle inspection report pursuant to Section 1215(c).

Reports shall be carefully examined, defects likely to affect the safe operation of the motor vehicle or combination or result in a mechanical breakdown shall be corrected before the vehicle or combination is driven on the highway, and carriers shall retain such reports for at least three (3) months."

13 CCR Section 1215 (b) reads, in part: "(1) Before driving a motor vehicle, the driver shall: (A) Inspect each vehicle daily to ascertain that it is in safe operating condition and equipped as required by all provisions of law, and all equipment is in good working order."

The daily vehicle inspection should include, as a minimum, checks of the following components:

- a. Brakes
- b. Steering
- c. Lights and reflectors
- d. Tires and wheels
- e. Mirrors
- f. Windshield wipers
- g. Horn
- h. Emergency equipment
- i. Fluid levels
- j. Body and chassis
- k. Accessibility features (such as wheelchair ramps, if installed)
- l. Passenger safety features (such as seatbelts)

The requirement to perform a daily pre-trip inspection applies to all drivers of all vehicles listed in Section 34500 of the California Vehicle Code (CVC), without exception. This includes all general public paratransit vehicles. However, CONTRACTOR should require all general public on-demand drivers to conduct a daily vehicle inspection prior to putting a vehicle in service as well, even though this is not required under Section 34500.

The Driver's Daily Vehicle Inspection report is not required to be submitted or otherwise documented until the end of the driver's work period. This is so that any defects that become apparent during the course of the work period can be included in the report. This report is required whether or not any defects are found.



2.14 Out of Service Designation

A vehicle shall be designated as unfit for revenue service (considered "Out of Service") if any of the following conditions are found:

- a. Brakes out of adjustment
- b. Loose steering components
- c. Wheelchair ramp and/or related equipment inoperative or not functioning properly
- d. Air Conditioning unable to maintain a temperature 20°F lower than ambient or 72°F
- e. Heating or Defroster inoperative
- f. Tires with a tread depth of less than 2/32"
- g. Failure to clean each vehicle as outlined in Section 2.4.1
- h. Failure to repair vehicle body damage (interior or exterior) within twenty-one (21) days of the date damage occurred
- i. Inoperative communications equipment
- j. Inoperative farebox (if used)
- k. Failure to achieve a satisfactory rating in any category of the annual California Highway Patrol Terminal Manager's Compliance Checklist (CHP 800D)
- l. Removal from road-worthy status by California Highway Patrol of any vehicle used under this agreement
- m. Any condition not in compliance with ADA
- n. Any condition not in compliance with applicable Federal or State Regulations

Vehicle shall continue to have the Out of Service designation until it is brought into compliance. Subject to approval by CITY (or its designee).

CONTRACTOR shall not be paid for hours operated in COW or Dial-A-Ride revenue service by vehicles that are in an Out of Service condition.

2.15 Maintenance Records and Reports

CONTRACTOR shall prepare, maintain, make available to CITY (or its Designee), and reduce to written form, records and data relative to COW and/or Dial-A-Ride vehicle and equipment maintenance. Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of CITY to enable it to accurately evaluate CONTRACTOR'S maintenance performance.

Records of all maintenance and inspections shall be made available to CITY (or its Designee), the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested.

CONTRACTOR shall prepare maintenance records and reports in a form and according to a schedule approved by CITY. Such records and reports shall include, but not be limited to, the following:

- a. Daily vehicle inspection and servicing checklist.
- b. Road call reports, or work order for each road call, identifying the date and time, vehicle



number, problem and mileage of vehicle.

CONTRACTOR shall submit to CITY copies of the California Highway Patrol (CHP) annual Safety Compliance Report (CHP 343) and Vehicle Inspection Reports (CHP 343a) for the Dial-A-Ride service.

CONTRACTOR shall attain satisfactory rating in each category of the Safety Compliance Report (maintenance records, driver records, regulated equipment and terminal).

CONTRACTOR shall expeditiously correct any deficiencies noted on any CHP vehicle inspection report.

2.16 Vehicle Maintenance Record Keeping

CONTRACTOR shall maintain an up-to-date vehicle file for each vehicle containing, at a minimum, the following information:

- Make
- Model
- Serial number
- License number
- Date placed in service
- Life miles
- Rebuilds and major component replacements including date and life-miles
- Preventive Maintenance Inspection Reports
- Daily "Vehicle Condition" Reports

SECTION 3 – COW GENERAL PUBLIC ON-DEMAND SERVICE REQUIREMENTS

3.1 Operations - Cerritos On Wheels (COW)

The CONTRACTOR will operate COW service as specified by the CITY using vehicles and equipment provided by the CONTRACTOR. COW service shall be operated in strict accordance with the operating days and hours set forth by the CITY in a safe, professional, and courteous manner. The COW service area is provided as Attachment "C" to the AGREEMENT and any revisions thereto. The CITY reserves the right to ride the COW service from time to time with or without prior notice to the CONTRACTOR, to ensure compliance with this CONTRACT.

3.1.1 Fares

The one-way cash fare for COW trips within the defined service area is two dollars (\$2.00). The one-way cash fare for Station Link trips is seven dollars (\$7.00). The CITY reserves the right to change the fare at any time with written notice to CONTRACTOR.

3.1.2 COW Service Hours

CONTRACTOR is expected to provide service throughout the hours stipulated below. Exact hours of operation are subject to change. COW service hours are:



- Monday - Friday: 7:00 a.m. - 7:00 p.m.
- Saturday: 9:00 a.m. - 5:00 p.m.

Service between locations in Cerritos and the Norwalk Metro Green/C-Line Station and Norwalk/Santa Fe Springs Metrolink Station will also be provided as part of the COW service during the following hours:

- Monday – Friday: 7:00 a.m. – 10:00 a.m.
- Monday – Friday: 4:00 p.m. – 7:00 p.m.

3.1.3 Holiday Schedule

The CITY reserves the right to operate modified schedules that it deems appropriate in conjunction with holidays, with one-week notice to the CONTRACTOR. The modified schedules will in no way alter the Contract, nor will they be considered an adjustment to service, nor will they result in modified compensation to either the CONTRACTOR or the CITY.

There will be no transit service (Dial-A-Ride or COW) on the following ten (10) holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

3.2 COW Service Standard

- a. Reliability: Ninety percent (90%) of on-demand ride requests will be met within 30 minutes of the requested time.

3.2.1 Customer Service Level Standards for the COW Service

- a. All calls to the COW customer service line should be answered within 45 seconds.
- b. No customer should be placed on hold for more than two (2) minutes total.
- c. At no time should a caller to either the COW customer information line receive a busy signal.

3.3 Vehicles and Equipment

The CONTRACTOR shall provide a sufficient number of vehicles to ensure service with an average wait time of no more than 30 minutes within the approximately 13 square mile primary service area.

Vehicles should be appropriate to the provision of micro-transit service and should be under the



gross vehicle weight rating (GVWR) requiring compliance with the zero-emission standard under California's Innovative Clean Transit mandate or Advanced Clean Fleet Regulation, unless zero-emission vehicles are proposed. All vehicles shall be equipped with appropriate communications equipment and fare collection mechanism. Each vehicle will be decorated to reflect the COW identity.

All proposed vehicles must be dedicated to the CITY service and may not be used for any other operation without prior CITY approval.

3.3.1 Wheelchair accessible vehicles for the COW service

A wheelchair accessible vehicle (WAV) will be available during all operating hours. It is the responsibility of the CONTRACTOR to determine how many WAVs are required to ensure one is always available for deployment within the wait-time goal.

All WAV drivers shall be trained in the proper use of the wheelchair ramp, wheelchair securement equipment, and other accessibility features of the vehicle.

SECTION 4 – DIAL-A-RIDE SERVICE REQUIREMENTS

4.1 Operations – Dial-A-Ride

The CONTRACTOR will operate Dial-A-Ride service as specified by the CITY using vehicles and equipment provided by the CONTRACTOR. Dial-A-Ride service shall be operated in strict accordance with the operating days and hours. CONTRACTOR shall respond to telephone requests for service within the Cerritos Dial-A-Ride service area illustrated by Attachment "D" to the AGREEMENT and any revisions thereto.

4.1.1 Fares

The one-way demand response fare is one dollar (\$1.00) for destinations within Tier 1, five dollars (\$5.00) for destinations within Tier 2, and seven dollars (\$7.00) for destinations within Tier 3. The CITY reserves the right to change the fares at any time with written notice to CONTRACTOR.

4.1.2 Service Area

The Dial-A-Ride service area consists of three (3) tiers:

- Tier 1: Dial-A-Ride service is provided for Cerritos residents to and from any destination within Cerritos, Artesia, and portions of Bellflower, La Mirada, La Palma, Lakewood and Norwalk. Specifically, the Tier 1 service area is bounded by Alondra Boulevard, Del Amo Boulevard, Valley View Avenue and Palo Verde Avenue;
- Tier 2: Cerritos residents may travel to and from any medical facility or hospital within a three (3) mile radius of Tier 1, and disabled students may travel via scheduled service to Cypress College. Specifically, the Tier 2 service area is bounded by Paramount Boulevard, Florence Avenue, Stanton Avenue and Ball Road;
- Tier 3: Cerritos residents may also travel to City approved medical facilities and hospitals outside the Tier 2 boundaries. Approved Tier 3 locations include Long Beach Memorial



Hospital, Los Alamitos Hospital, Veteran's Administration Hospital Long Beach, Talbert Medical Group Long Beach and Los Alamitos Orthopedic & Sports Physical Therapy.

CITY reserves the right to modify the service area and guidelines and will provide the CONTRACTOR with 30-day written notice.

4.1.3 Dial-A-Ride Service Hours

CONTRACTOR is expected to provide service throughout the hours stipulated below. Exact hours of operation are subject to change. Dial-A-Ride service hours are:

- Monday – Friday: 8:00 a.m. – 8:00 p.m.
- Saturday – Sunday: 8:00 a.m. – 5:00 p.m.

4.1.4 Holiday Schedule

The CITY reserves the right to operate modified schedules that it deems appropriate in conjunction with holidays, with one-week notice to the CONTRACTOR. The modified schedules will in no way alter the Contract, nor will they be considered an adjustment to service, nor will they result in modified compensation to either the CONTRACTOR or the CITY.

There will be no transit service (Dial-A-Ride or general public on-demand) on the following ten (10) holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

4.2 Dial-A-Ride Service Standard

- a. Reliability: Ninety percent (90%) of ride requests are accommodated within a 30-minute window (plus or minus 15 minutes from the recorded reservation time).
- b. Request for Immediate Service: All requests for immediate service should be accommodated within sixty (60) minutes of the requested time, subject to availability.

4.2.1 Passenger accessibility on Dial-A-Ride vehicles

- a. All vehicles placed in revenue service will be wheelchair-accessible vehicles (WAV).
- b. All drivers shall be trained in the proper use of the wheelchair ramp, wheelchair securement equipment, and other accessibility features of the vehicle.



4.2.2 Customer Service Level Standards for the Dial-A-Ride Service

- a. All calls to the Cerritos Dial-A-Ride reservation line should be answered within 45 seconds.
- b. No customer should be placed on hold for more than two (2) minutes total.
- c. At no time should a caller to the Cerritos Dial-A-Ride reservation line receive a busy signal.

4.3 Vehicle Scheduling and Dispatching

The CONTRACTOR shall provide a computerized dispatching system for Cerritos Dial-A-Ride that, at a minimum, allows dispatchers to quickly determine service availability, group trips, track passenger travel patterns, and maintain passenger data such as no-shows and cancellations. The CONTRACTOR will be required to provide any and all hardware necessary to properly and efficiently use the computerized dispatching system. This may be the same system as that used to provide the COW service.

All dispatch/radio personnel shall be required to have recurring customer service and sensitivity training for working senior and disabled patrons.

4.4 Vehicles and Equipment

The CONTRACTOR shall provide a minimum of three (3) wheelchair-accessible transit vehicles (two active and one spare). Vehicles should be appropriate to the provision of Dial-A-Ride service and should be under the gross vehicle weight rating (GVWR) that would require them to be zero-emission under California's Innovative Clean Transit mandate or Advanced Clean Fleet Regulation, unless zero-emission vehicles are proposed.

Each Dial-A-Ride service vehicle shall also be equipped with appropriate communications equipment and fare collection mechanism. Each vehicle will be decorated to reflect the Dial-A-Ride identity.

All demand-response vehicles must be dedicated to the Cerritos Dial-A-Ride service and may not be used for any other operation without prior CITY approval.

SECTION 5 - CITY DUTIES AND RESPONSIBILITIES

CITY shall accept the following responsibilities and perform the following duties with respect to the Cerritos on Wheels service and Cerritos Dial-A-Ride. To the extent reasonable and feasible, CONTRACTOR shall assist CITY in this regard.

5.1 System Planning and Administration

CITY shall be responsible for all planning activities relative to COW and Dial-A-Ride days and hours of operations, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration. The CITY shall also be responsible for managing the Dial-A-Ride application and eligibility process as well as communicating changes regarding eligible individuals to the CONTRACTOR.



5.2 Telephone Number

The CITY will provide the CONTRACTOR with the Customer Service and Dial-A-Ride reservation numbers. CONTRACTOR duties regarding the telephone number are as described under Section 1.15 herein.

5.3 Marketing and Public Relations

The CITY shall be responsible for all marketing and public relations activities relating to City of Cerritos transit programs.

The CITY shall furnish all service information and other printed materials required for marketing the service. The CONTRACTOR shall distribute passenger notices, cooperate, and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by the CITY as requested. The CITY shall be the sole public media spokesperson. Under no circumstances shall the CONTRACTOR or its employees be permitted to distribute any unauthorized printed or written materials pertaining to the general public on-demand and/or Dial-A-Ride services without the written permission of the CITY.

The CONTRACTOR will be responsible for ensuring that service information is available aboard all COW and Dial-A-Ride vehicles at all times.

5.4 Employee Removal

The CITY reserves the right to request a new project manager for any reason.

The CITY may require the CONTRACTOR to immediately, pending investigation, remove any driver from service for any one of, but not necessarily limited to, the following:

- a. Committing unsafe or inappropriate acts while providing service.
- b. Revocation, suspension, or non-renewal of a valid California driver's license.
- c. Conviction of any felony criminal offense.
- d. Not in the approved uniform.

5.5 Notification - Potential Interference with General Public On-Demand and Dial-A-Ride Operations

CITY shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades, or other such events under CITY jurisdiction, which may interfere with COW and Dial-A-Ride operations. Such deviations shall be mutually agreed upon by CONTRACTOR and CITY.



ATTACHMENT 2

Legal Statements, Proposal Review, and Contract Implementation

A4.1 PRELIMINARIES

The CITY hereby affirmatively ensures Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this Request for Proposals (RFP), and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, or religion in any consideration leading to the award of contract.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion will also be required.

No qualified disabled person shall, on the basis of a disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The City of Cerritos reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award a contract which best serves the interests of the CITY and which can and will satisfactorily provide the requested services to the CITY at an advantageous value.

A4.2 LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether expressly referred to herein or not.

By submitting a proposal, the bidder certifies it will comply with all Federal laws and requirements, including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, and other laws and regulations applicable to contracts utilizing Federal funds.

A4.3 BUSINESS LICENSE

Possession of a City of Cerritos Business License is not required to submit a proposal in response to this procurement. However, the successful bidder(s) shall be required to possess, at its own expense, a valid and current City of Cerritos Business License Certificate prior to commencing work. For additional information, contact the City of Cerritos at (562) 916-1236.

A4.4 ADDITIONAL STATEMENTS REGARDING EVALUATION/AWARD OF CONTRACT

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in the RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary and will not affect the evaluation process.

Proposals will be evaluated by a Technical Review Committee. In connection with its evaluation, the CITY may, at its option, invite one (1) or more bidders to make an oral presentation to the Technical Review Committee. During such interviews, the bidder will be allowed to present such



evidence as may be appropriate in order that the Committee can effectively evaluate all materials and documentation submitted as a part of the proposal.

The City of Cerritos reserves the right to make the selection of a bidder based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the bidder to successfully perform the services discussed within the Scope of Work.

The City of Cerritos reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the CITY and which can and will satisfactorily provide the requested services to the CITY at an advantageous value; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each bidder, so as to select the bidder which best serves the requirements of the CITY, thus ensuring the best interest of the City of Cerritos will be served. A bidder's past performance, and the CITY's assurance that each bidder will provide service as bid, will be taken into consideration when proposals are being evaluated.

The CITY may make such investigation as it deems necessary to determine the ability of a bidder to furnish the required services, and the bidder will furnish to the CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the CITY that such bidder is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature.

Any material misrepresentation or material falsification of information provided to the CITY in the bidder's submission, or at any point in the proposal evaluation process, including any interview conducted, is grounds for rejection of the bid. In the event the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the bid submission is material shall be made solely in the exercise of the CITY's sole discretion. The CITY expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses, or other moneys due the City of Cerritos.

The CITY reserves the right to conduct a background inquiry of each bidder which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the CITY, the bidder consents to such an inquiry and agrees to make available to the CITY such books and records as the CITY deems necessary to conduct the inquiry.

Bidder agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

- a. Bidder is an independent contractor, not an employee, agent, or officer of the City of Cerritos.
- b. If awarded, the contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.



- c. Should the bidder be awarded the contract, the bidder shall not assign the contract, or any part thereof, or any moneys due, or become due thereunder, without prior consent of the City of Cerritos.
- d. Bidder shall indemnify and hold harmless the City of Cerritos, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the bidder, its employees and agents, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City of Cerritos.
- e. Bidder shall hold the City of Cerritos harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished, or used in connection with, the contract.
- f. Bidder warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the bidder to any officer or employee of the contracting entities with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the CITY shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the CITY provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

A4.5 PROPOSAL PRICING GUIDELINES

Bidder shall provide proposed fees and cost information as a part of this RFP. Fee schedules submitted in response to this RFP shall be no higher than the bidder's standard commercial rates for same services. Proposed fees shall be submitted under a separate, sealed cover. Fees submitted may be used as a basis of negotiation with the successful bidder.

A4.6 ASSIGNMENT OF CONTRACT

No assignment by the bidder of the contract or any part hereof, or of funds to be received thereunder, will be binding upon the CITY unless such assignment has prior written approval and consent of the CITY. In the event the CITY gives such consent, the terms and conditions of the agreement shall apply to and bind the party or parties to whom such work is assigned, sublet, or transferred.

A4.7 RIGHT TO REQUIRE PERFORMANCE

The failure of the CITY at any time to require performance by the bidder of any provisions hereof shall in no way affect the right of the CITY thereafter to enforce the same. Nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

A4.8 ETHICS IN PUBLIC CONTRACTING

Each bidder, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. By submitting a proposal, the bidder certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other bidder in connection with the offer; and that it has not conferred on any public employee, public member, or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The bidder further certifies that no relationship exists



between itself and the CITY or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Cerritos.

Prior to the award of any contract, the potential contractor may be required to certify in writing to the Purchasing Agent that no relationship exists between the contractor and any CITY employee, officer, official, or agent that interferes with fair competition or is a conflict of interest.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the bidder is believed to have an interest.

A4.9 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, Bidder agrees to the following:

- a. Contractor shall comply with all the requirements, where applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Los Angeles, and City of Cerritos laws and ordinances related to employment practices.
- b. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a *bona fide* occupational qualification reasonably necessary for the normal operations of the contractor. The contractor agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations or advertisements for employees, placed by, or on behalf of the contractor, shall state that contractor is an Equal Opportunity Employer.

A4.10 VENUE

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Los Angeles County, California, and specifically the Los Angeles County Superior Court, Southeast District.

A4.11 PROPRIETARY INFORMATION

The proposals received shall become the property of the City of Cerritos and are subject to public disclosure. Bidder must indicate any restrictions on the use of data contained in its proposal. Those parts of a proposal which are defined by the bidder as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets," "Confidential," or "Proprietary," shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Contractors who indiscriminately and without justification identify most or their entire proposal as exempt from disclosure may be deemed non-responsive.

A4.12 INCURRING COSTS

The City of Cerritos shall not be liable for any cost incurred by a bidder in responding to this RFP.



ATTACHMENT 3

Acknowledgement of Receipt of All Addenda

I acknowledge receipt of all addenda issued by the City of Cerritos as they relate to the Request for Proposals for operation and maintenance of the Cerritos On Wheels and Cerritos Dial-A-Ride services.

I understand it is the bidder's responsibility to ensure all addenda have been received.

Addendum # _____	Date _____
Addendum # _____	Date _____
Addendum # _____	Date _____
Addendum # _____	Date _____
Addendum # _____	Date _____

Signature	Title	Date
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ATTACHMENT 4

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement governed by the Laws of the State of California is made and entered into this day of _____ 20_____ by and between the **CITY OF CERRITOS**, a charter city and California municipal corporation, hereinafter "**CITY**" and _____, a _____ [limited liability company / corporation / etc.] hereinafter "**CONTRACTOR**".

RECITALS

- A. The CITY intends to have the following professional transit services performed: a public fixed-route service (hereinafter sometimes referred to as "Cerritos on Wheels" or "COW") and a dial-a-ride service for senior and disabled residents of Cerritos (hereinafter sometimes referred to as "Dial-A-Ride" or "demand response").
- B. The CITY awarded a contract for CONTRACTOR to perform the fixed-route and dial-a-ride services as detailed in CITY'S Request for Proposals.

NOW, THEREFORE, in consideration of the performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT

- 1.1 This agreement shall commence upon execution by both parties and shall continue in full force and effect through _____ (the "Initial Term"), unless earlier terminated as provided elsewhere in this Agreement.
- 1.2 If mutually agreeable by both parties, this Agreement may be extended for three (3) additional one-year terms, subject to CITY approval (each, an "Extension Term"). The Initial Term and, as applicable, each Extension Term, shall collectively be referred to herein as the "Term" of this Agreement.
- 1.3 Except as may otherwise be provided in this Agreement or by amendment pursuant to this Agreement, the terms and conditions in this Agreement shall apply for any Extension Term; provided, however, that the operations budget for any City-approved Extension Term shall be increased over that of the preceding year by the inflation rate, as measured by the Consumer Price Index for all urban consumers in the Los Angeles Metropolitan Statistical Area, not to exceed an increase of three and two-tenths (3.2) percent annually.



ARTICLE 2 RESPONSIBILITIES OF CONTRACTOR

- 2.1 The CONTRACTOR shall perform any and all work necessary for the completion of the tasks and services (collectively, the “tasks and services” or “Services”) set forth in Attachment "A" – Scope of Work, and Attachment "B" – CONTRACTOR'S Proposal, which are attached hereto and incorporated herein, in a manner satisfactory to the CITY. Attachments "A," and "B," are true and correct copies of the Scope of Work, and CONTRACTOR'S Proposal, which include the agreed upon work program, dates for the completion of tasks and services, and method and amount of compensation. In the event of discrepancy or conflict between Attachments “A” and “B”, the CITY shall determine the applicable duty or responsibility in CITY’s sole discretion. The service area for the Cerritos On Wheels general public on-demand service is set forth in Attachment “C,” which is attached hereto and incorporated herein. The service area for the Cerritos Dial-A-Ride service is set forth in Attachment “D,” which is attached hereto and incorporated herein.
- 2.2 The CONTRACTOR represents that it employs or will employ, at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein.
- 2.3 The CONTRACTOR represents that the tasks and services required herein will be performed by the CONTRACTOR, or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.
- 2.4 Subject to CITY approval and confirmation of any SUBCONTRACTOR authorized under this Agreement for services and rates set forth in Section 5.4 of this Agreement, the CITY authorizes CONTRACTOR to subcontract any portion of the required tasks and services necessary for the provision of Cerritos On Wheels, Dial-A-Ride or taxi services in satisfaction of the service standards referenced within Attachments A and B.
- 2.5 The CONTRACTOR shall work closely with the designated liaison representative of the CITY, who shall, on a continuous basis, review and approve the CONTRACTOR'S tasks and services. The CONTRACTOR shall insure that the CITY has reviewed and approved all required tasks and services.
- 2.6 The CONTRACTOR designates as its representative for supervision of the tasks and services required by this agreement, the following licensed project manager:
_____.
- Said representative shall not be replaced by the CONTRACTOR without prior written notice to the CITY nor without written approval from the CITY.
- 2.7 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, ordinances and regulations.
- 2.8 The CONTRACTOR shall make no change in the character or extent of the Services required by this Agreement, except as may be authorized in writing by the CITY. Such



supplemental authorization shall set forth the specific changes of work to be performed and any related extension of time and/or adjustment of fee to be paid to the CONTRACTOR by the CITY.

- 2.9 If applicable, CONTRACTOR shall ensure that SUBCONTRACTOR(S) provide full-time project management dedicated to the oversight and management of Services provided under subcontract.

ARTICLE 3 BASIC SERVICES OF THE CONTRACTOR

- 3.1 The CONTRACTOR shall provide to the CITY any and all work that is necessary and appropriate for the Services.
- 3.2 The CONTRACTOR shall prepare all necessary documents necessary and appropriate to perform the Services. The CONTRACTOR shall perform all work in accordance with Attachments "A," and "B".

ARTICLE 4 RESPONSIBILITIES OF THE CITY

- 4.1 The CITY shall provide full information regarding its requirements for the contract, and shall furnish, without charge to the CONTRACTOR, any and all information, data, reports, maps, and records which are available within the offices of the CITY and are necessary for the delivery by the CONTRACTOR of the tasks and services set forth herein.

ARTICLE 5 COMPENSATION

- 5.1 The fee per revenue hour and monthly fixed cost to be paid to CONTRACTOR for any and all Services rendered pursuant to this Agreement, shall not exceed the amounts listed in the following table

[TABLE TO BE INCLUDED UPON AWARD OF CONTRACT.]

The total fee to be paid to the CONTRACTOR for any and all Services rendered pursuant to this Agreement shall be subject to payment of performance incentives and/or deduction of failure to perform penalties, and to further extensions of this Agreement pursuant to Article 1.

- 5.2 Any services beyond the scope of work specified in this Agreement shall be requested of the CONTRACTOR in writing by the CITY. All additional services shall be performed in accordance with the terms of this Agreement and shall be compensated in accordance with the rates shown in Attachment "B."
- 5.3 In the event that any federal, state or local law, rule or regulation is implemented during



the term of this Agreement which increases the mandatory minimum wages or benefits paid to the employees of the CONTRACTOR, then CITY and CONTRACTOR agree to meet and enter into negotiations to consider the impacts of said law, rule or regulation to this Agreement. Any proposed changes to this Agreement that result from said meeting shall be subject to the review and approval of the Cerritos City Council.

- 5.4 CONTRACTOR shall pay SUBCONTRACTOR (if applicable) for services performed in accordance with the subcontract at the following:

[IF APPLICABLE, REFERENCED PAYMENT TERMS WILL BE INCLUDED PURSUANT TO NEGOTIATION OF SUBCONTRACTOR'S SCOPE OF WORK.]

CITY shall pay CONTRACTOR for services rendered by SUBCONTRACTOR, if applicable. For purposes of the subcontract, a trip is defined as a one-way trip from the place of trip origin to place of trip destination. The rate paid to SUBCONTRACTOR shall compensate SUBCONTRACTOR for all costs, to include fuel costs, if applicable, associated with providing service. The total fee to be paid to SUBCONTRACTOR shall be reduced by any and all disincentives, to include but not limited to liquidated damages assessed by the CITY related, directly or indirectly, to the work, errors, omissions or lack of performance by SUBCONTRACTOR. The contract between CONTRACTOR and SUBCONTRACTOR shall provide for such deductions as assessed by the CITY.

- 5.5 CITY shall reimburse CONTRACTOR, without deduction, for the actual cost and expense of fuel purchased to provide services under this Agreement. CONTRACTOR shall provide a separate line item on the monthly invoice to identify monthly fuel expense.
- 5.6 CONTRACTOR shall ensure that all invoices submitted for payment clearly separate and identify services performed by CONTRACTOR and services performed by SUBCONTRACTOR, if applicable.

ARTICLE 6 TERMINATION OR SUSPENSION OF AGREEMENT

- 6.1 The CITY may terminate this Agreement at any time upon providing the CONTRACTOR with a ten (10) day written notice, in the event the CONTRACTOR abandons or indefinitely postpones the Services with or without cause. The CITY may discontinue or suspend a portion of this Agreement, upon written notice within the time period stated above, and continue with the remainder to completion. The CONTRACTOR shall be paid for Services provided as stated in Section 5.3.
- 6.2 The CITY may terminate this Agreement upon providing the CONTRACTOR forty five (45) day written notice. The CITY may terminate this Agreement for any of the following reasons: (A) in the event the CONTRACTOR breaches this Agreement and does not cure such breach within ten (10) days after written notice is given by the CITY; (B) in the event the CONTRACTOR'S Services, in the reasonable judgment of the CITY, are unsatisfactory; (C) failure to procure or maintain insurance as required in



Article 8 of the Agreement; or (D) because of a disability or death which prevents further performance of the Services by the CONTRACTOR.

- 6.3 In the event of the discontinuation, termination or suspension of this Agreement, the CONTRACTOR shall be paid for the reasonable value of the services provided up to the time of such discontinuation, termination or suspension. Upon receiving notice of discontinuation, termination or suspension, the CONTRACTOR shall exercise all reasonable controls to terminate all activity and mitigate further costs to the CITY.
- 6.3.1 The CITY shall prorate all payment items provided in this Agreement to represent the amount of work completed as of the termination date.
- 6.3.2 The CONTRACTOR shall keep adequate records to substantiate the cost claimed and shall provide copies of original time cards.
- 6.3.3 Prior to receiving prorated payments upon discontinuation, suspension or termination, the CONTRACTOR shall deliver all test data, reports, or other materials to the CITY.
- 6.3.4 If this Agreement is discontinued, suspended or terminated upon default of the CONTRACTOR, the CITY may provide for the completion of the services required of the CONTRACTOR by this Agreement as it deems appropriate; and the CONTRACTOR shall be liable for all expenses and costs in excess of those provided for in the Agreement and for any other damages which the CITY may sustain by reason of such default. The CITY may withhold from any prorated payment due the CONTRACTOR an amount sufficient to cover such expenses, costs, and damages; any such withholding shall not be deemed a waiver of the rights of the CITY to any further amounts due from the CONTRACTOR pursuant to this Agreement.

ARTICLE 7 EMPLOYMENT PRACTICES OF THE CONTRACTOR

- 7.1 In providing for the performance of the tasks and services required by this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, or any other protected class or characteristic recognized under Federal, State, and local laws, ordinances and regulations.
- 7.2 The CONTRACTOR shall take affirmative actions to ensure that applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, national origin, or any other protected class or characteristic recognized under Federal, State, and local laws, ordinances and regulations.
- 7.2.1 Affirmative actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 7.2.2 These provisions shall be included in any subcontract for the services provided



under this Agreement awarded by the CONTRACTOR.

7.2.3 The CONTRACTOR will cooperate with the CITY in maximizing the utilization of minority business enterprises to complete any subcontract work under this Agreement.

ARTICLE 8 CONFLICTS OF INTEREST

- 8.1 No officer or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof during that officer's or employee's tenure with the CITY or for a period of one (1) year thereafter.
- 8.2 The CONTRACTOR hereby covenants that it has, at the time of the execution of this Agreement, no interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required under this Agreement, nor shall it acquire any such interest at any time during such performance of Services. The CONTRACTOR further covenants that during the performance of this Agreement, no person having any such interest shall be employed by the CONTRACTOR.
- 8.3 The CITY and the CONTRACTOR hereby covenant and agree that, to their best knowledge, no member of the City of Cerritos, nor any officer or employee of the CITY has any interest, whether contractual, non-contractual, financial or otherwise direct or indirect, in this Agreement or in the business of subcontracting work required under this Agreement; and that if any such interest comes to the attention of either party at any time during the performance of this Agreement, a full and complete disclosure of such information shall be made in writing to the other party, even if such interest would not be considered a conflict of interest under applicable laws and the CONTRACTOR shall take such action as required by law to eliminate the conflict of interest.
- 8.3 The CONTRACTOR hereby covenants that it has not employed or retained any person or company to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or company any fee, commission, percentage brokerage fee, gift, or other compensation, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this covenant, the CITY shall have the right to annul this Agreement without liability, or in its discretion to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 9 INSURANCE/INDEMNIFICATION

- 9.1 The CONTRACTOR shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the CONTRACTOR'S performance. The cost of such insurance shall be borne by the CONTRACTOR. Failure to procure and/or maintain the proper insurance is grounds for termination of this Agreement.

A. Minimum Scope of Insurance



Coverage **shall be at least** as broad as:

1. **Commercial General Liability and Property Damage:** The CONTRACTOR shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the CONTRACTOR and against all claims resulting from damage to any property due to any act or omission of the CONTRACTOR, its agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owner's and CONTRACTOR'S protective, blanket contractual liability, personal injury liability, and broad form property damage coverage.
2. **Commercial Automobile Public Liability and Property Damage:** The CONTRACTOR shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the performance of the work included in this Agreement. Such insurance shall cover the use of automobiles and trucks on and off the site of the project.
3. **Worker's Compensation Insurance.**
4. **Hold harmless and additional insured endorsements.**

B. Minimum Limits of Insurance

The CONTRACTOR shall maintain limits no less than:

1. **General Liability Insurance:** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
2. **Automobile Liability Insurance:** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$10,000,000 combined single limit for each accident.
3. **Commercial Auto or Transportation Pollution Liability Insurance.** Coverage shall be in an amount not less than \$2,000,000 combined single limit per accident and shall include Pollution Liability (CA9948) and MCS-90 Endorsements.
4. **Workers' Compensation and Employers Liability:** Not less than \$1,000,000 per accident, and as required by the Labor Code of the State of California and Employers Liability.
5. **Sexual Molestation and Abuse Liability Coverage:** CONTRACTOR shall maintain a minimum of \$1, 000,000 per occurrence. The policy can be included in the GL policy or



stand-alone policy.

6. Umbrella or Excess Liability Insurance. CONTRACTOR shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
 - A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
 - "Pay on behalf of" wording as opposed to "reimbursement";
 - Concurrency of effective dates with primary policies.

Should CONTRACTOR obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. Except for professional liability insurance, at the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insure retentions as respects the City of Cerritos, their officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense. General liability insurance may have a deductible up to \$150,000.

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability

a. The City of Cerritos, its officers, officials, employees and appointed volunteers are to be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City of Cerritos, its officers, officials, employees or appointed volunteers.

b. The CONTRACTOR'S insurance coverage shall be primary insurance as respects the CITY, their officers, officials, employees and appointed volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or appointed volunteers shall be in excess of the CONTRACTOR'S insurance and shall not contribute to or be considered CONTRACTOR'S insurance.

Coverage shall state that the CITY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the



limits of the insurer's liability.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or appointed volunteers.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses. CONTRACTOR shall submit to the CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CITY, its officers, agents, employees, and volunteers.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice by mail has been given to the CITY, or ten (10) days' notice if cancellation is due to nonpayment of a premium. If any of the CONTRACTOR's insurers are unwilling to provide such notice, then the CONTRACTOR shall have the responsibility of notifying the CITY immediately in the event of CONTRACTOR's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

E. Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow the CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The CONTRACTOR hereby waives its own right of recovery against the CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform the CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it



pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the 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 CITY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the CITY and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party who is brought into or involved in the services by CONTRACTOR (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event the CONTRACTOR's Subcontractor cannot comply with this requirement, which proof must be submitted to the Agency, the CONTRACTOR may still be able to utilize the Subcontractor provided. The CONTRACTOR shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the CONTRACTOR, but in all other terms consistent with the CONTRACTOR's requirements under this Agreement. This provision does not relieve the CONTRACTOR of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its Subcontractors. This provision is intended solely to provide the CONTRACTOR with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the CONTRACTOR under this Agreement given the limited scope of work or services provided by the Subcontractor. The CONTRACTOR agrees that upon request, all agreements with Subcontractors, and others engaged in the services, will be submitted to the CITY for review.

CITY's Right to Revise Specifications. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the CITY. The CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay



losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice of Claims. The CONTRACTOR shall give the CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. The CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

F. Verification of Coverage

The CONTRACTOR shall furnish the CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY reserves the right to require complete, certified copies of all required policies at any time.

G. Hold Harmless and Indemnification

The CONTRACTOR shall defend with counsel acceptable to the CITY, indemnify and save harmless the City of Cerritos, its officers, officials, agents, and employees, from and against any and all claims, demands, suits, loss, damage, injury and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the Agreement, including delivery and unloading of persons, supplies and equipment, regardless of the passive, concurrent negligence on the part of the City of Cerritos or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification requirement is not intended to relieve the City of Cerritos from liability for the active negligence of the City of Cerritos, its officers, appointed and elected officials, agents, and employees. This hold harmless clause is in no way an admission of liability on the part of the City of Cerritos or its agents or employees.

The CONTRACTOR acknowledges that it has fully informed itself of the contents and meaning of this hold harmless clause, and has so executed it with full knowledge thereof, and that the terms are contractual and not a mere recital. These requirements shall also apply to any subcontractor whose hazards are not covered by the CONTRACTOR'S insurance policies.

ARTICLE 10 MISCELLANEOUS

- 10.1 This Agreement is by and between the CITY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the CITY and CONTRACTOR. The employees and agents of one party are not the employees or agents of the other



party for any purpose whatsoever. The CONTRACTOR and its employees are independent contractors and are not employees of the CITY.

The CONTRACTOR shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. The CITY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

The CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of worker's compensation liability, solely employees of CONTRACTOR and not employees of the CITY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all worker's compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR hereunder.

The CONTRACTOR shall agree to indemnify, defend with counsel acceptable to the CITY, and hold CITY harmless for any action or proceeding regarding CONTRACTOR'S employee or agent's independent CONTRACTOR status. The employees and agents of each party shall, while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

- 10.2 The CITY and the CONTRACTOR each binds itself and its partners, successors, and assigns of to the other party to this Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Agreement. Except as otherwise provided for SUBCONTRACTORS in this Agreement, neither the CITY nor the CONTRACTOR shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other party.
- 10.3 All disputes, claims, or other matters in question arising out of or relating to this Agreement or the breach thereof shall be decided by means of legal action provided by California State Law; and any and all attorneys' fees and associated costs arising from such legal action shall be paid to the successful party.
- 10.4 The CONTRACTOR shall begin its Services upon receipt of the "Notice to Proceed" and shall diligently perform the Services required by this Agreement.
- 10.5 Records of the CONTRACTOR'S expenses pertaining to the Project and the performance of all services under this Agreement, and records of accounts between the CITY and the CONTRACTOR shall be kept on a generally recognized accounting basis. Such records, in addition to employment, operating, and regulatory documents, shall be available to the CITY or its authorized representative at mutually convenient times for inspection. The CONTRACTOR shall maintain all records for up to three years after the termination of this Agreement.
- 10.6 No waiver of any breach of this Agreement shall be held to be a waiver of any other



subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the CITY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the CONTRACTOR of any of the provisions, therefore, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof or the right of the CITY to thereafter enforce each and every such provision.

10.7 If there is a conflict between Contract Documents, the highest in precedence shall control. The precedence shall be:

1. Permits from other agencies as may be required by law
2. Request for Proposals
3. This Agreement between CITY and CONTRACTOR
4. Scope of Services attached hereto
5. CONTRACTOR'S Proposal

10.8 Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by personal delivery or by certified mail addressed to the following addresses, unless and until different addresses may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and shall be valid and sufficient service of notice for all purposes:

CITY OF CERRITOS
P.O. BOX 3130
Cerritos, California 90703

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY OF CERRITOS

CONTRACTOR

MAYOR

By _____

Title

ATTEST:

ATTEST:

CITY CLERK

Title



ATTACHMENT A

Scope of Work

SAMPLE



ATTACHMENT B

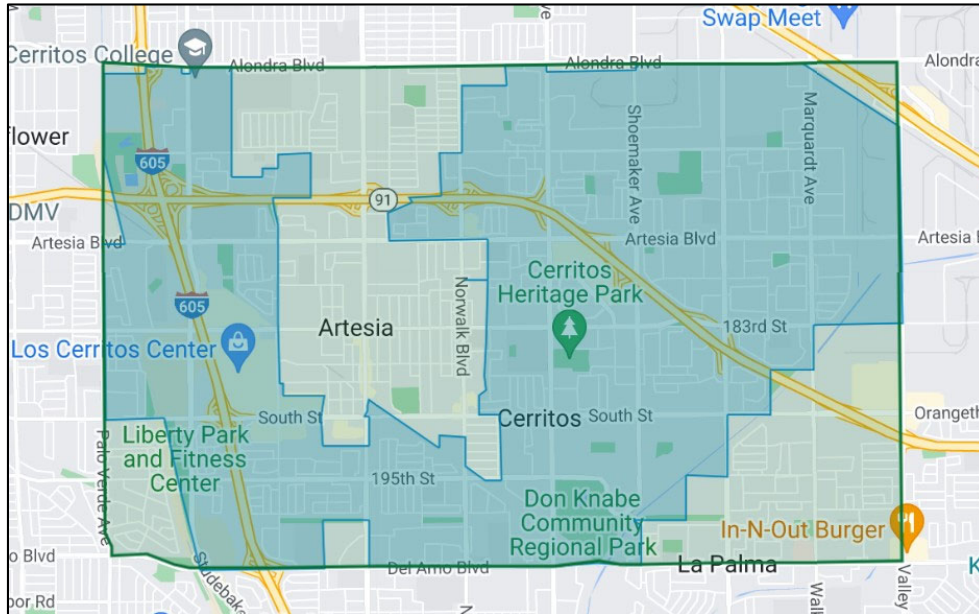
CONTRACTOR'S Proposal

SAMPLE



ATTACHMENT C

Cerritos On Wheels Service Area



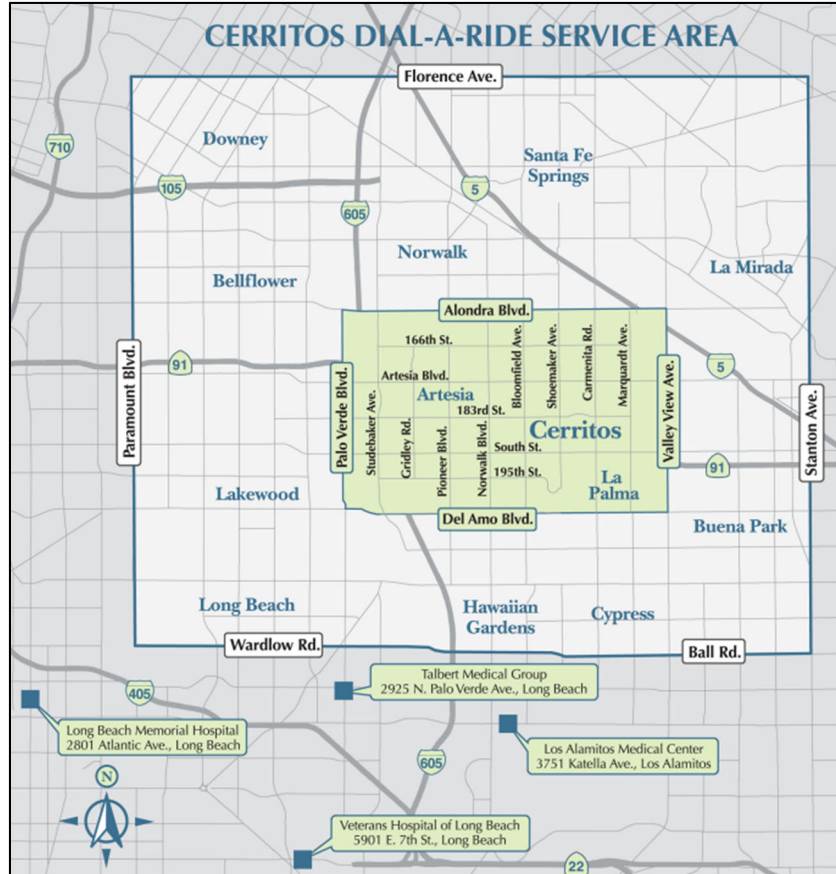
Cerritos city boundary shown in blue; service area shown in green.

SAM



ATTACHMENT D

Dial-A-Ride Service Area



A fifth Tier 3 location (Los Alamitos Orthopedic & Sports Physical Therapy, 5152 Katella Ave., Suite 106, Los Alamitos) is not shown on the map, but is included as an existing Tier 3 destination.