

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH OCY MANAGEMENT, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and OCY MANAGEMENT, LLC, a California limited liability company ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform senior transportation services on an as needed basis, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personal data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the cost proposal set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed Two Hundred Thousand Dollars (\$200,000.00).

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

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on June 30, 2031, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California.

Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant'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.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

OCY Management, LLC
520 Dyer Road
Santa Ana, CA 92707
Tel: (714) 754-5636
Attn: Melissa Gomez

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5636
Attn: Kevin Stoddart

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

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

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful

misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

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

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

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

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

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

6.27. Severability. If any provision of this Agreement is determined by a court of

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

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

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

[Signatures appear on following page.]

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

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Cecilia Gallardo-Daly
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Kevin Stoddart
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Brian Gruner
Parks and Community Services Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

EXHIBIT A

REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL 26-16

FOR

Senior Transportation Programs



Parks and Community Services Department

CITY OF COSTA MESA

Released on February 23, 2026

RFP Facilitator: Mike Fuentes; mike.fuentes@costamesaca.gov

REQUEST FOR PROPOSAL FOR Senior Transportation Program

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants for Senior Transportation Program for the Parks and Community Services Department. The awarded Contract, (hereinafter referred to as “Contract”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 year(s) with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$186.8 million and a total budget of over \$224 million for fiscal year 2025-2026.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home to the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference checks, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City’s Purchasing Department contact set out in RFP title page. Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. Schedule of Events: This Request For Proposal shall be governed by the following schedule:

3. Release of RFP	February 23, 2026 at 5:00pm
4. Deadline for Written Questions	March 2, 2026 at 10:00am.
5. Responses to Questions Posted	March 6, 2026 at 5:00pm
6. Proposals are Due	March 11, 2026 at 10:00am
7. Interviews (if held)	March 25-26, 2026
8. Approval of Contract	April 2026

**All dates are subject to change at the discretion of the City.

3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

1. Must have familiarity with the Measure M2 funded Senior Mobility Program administered by Orange County Transportation Authority.
2. Must demonstrate fleet capacity to meet the needs of the Senior Transportation Program.
3. Must have the ability to flexibly adjust operational parameters of the service at the request of the city, which include collection of copays, limiting destinations based on either boundaries or singular addresses, and limiting rides per client per month. The operational model of the Senior Transportation Program is currently under review by the Parks and Community Services Commission and the City Council will make a final determination on the aforementioned parameters on April 26, 2026 when this contract is awarded.
4. Must have the ability to submit, ridership data, driver training documents, vehicle maintenance records, and any other document requests that may be required by the Orange County Transportation Authority through the county-wide Senior Transportation Program.
5. Must provide three Municipal/County client references; please include contact information.

6. Must state whether the company is a party to a lawsuit with any public entity. If so, please provide the case number and a brief summary of the cause of action.
7. Must state whether the contractor has ever been a party to any contract that was terminated by any public entity; please include the name of the public entity, nature of the contract, and reasons for termination.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. Include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another business name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
 4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another business name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
 5. How many years have you been in business under your present business name?
 6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
 7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, please provide sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - o Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - o Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may or may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** The following is a list of the forms, **Appendix C** included in this RFP, which must be completed in full and included with Proposals:

1. Vendor Application Form

2. Company Profile & References
3. Ex Parte Communications Certificate
4. Disclosure of Government Positions
5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution
7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the total lump sum fee.
 - ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks, number of hours assigned for specific personnel and their basic hourly rates, mark up on supplies, if any, etc..
- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** *Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00 a.m. (P.S.T) on March 11, 2026. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received by the deadline. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.*
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **March 2, 2026 at 10:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed herein regarding this RFP. The City reserves the right to reject any Proposal for violation of this

provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, California. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and Contractors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Title II, Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the most qualified responsive and responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Qualifications of Experience of Key Personnel ----- 15%**
2. **Qualifications of the Firm ----30%**
3. **Method of Approach ----35%**
4. **Cost Proposal ---- 20%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that

does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. Initial Proposal Review: The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the most qualified or lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process will be invited to participate in an oral interview. Interviews are tentatively scheduled for the week of **March 25-26, 2026** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Should there be any discrepancies in numbers or calculations, the lowest price or total shall prevail.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposer unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items. Any Proposer who withdraws a Proposal will be ineligible to bid further on the work included in the RFP scope.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,

- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 7920.000, et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form in **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090, et seq., or Sections 87100, et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it

will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form in **Appendix C**.

12. Conditions to Agreement: The selected Proposer will execute a Professional Services Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. Disqualification Questionnaire: Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a Proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, included in **Appendix C**.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda and additional information will be posted to www.Planetbids.com

APPENDIX A

City of Costa Mesa

Scope of Services - Senior Transportation Programs

Background

The City of Costa Mesa Parks and Community Services Department participates in Orange County Transportation Authority's (OCTA) Senior Mobility Program funded by tax measure M2. The program is designed to fill the gap between local fixed-route buses and ADA paratransit, or OC ACCESS service, by providing local transportation services to Costa Mesa residents ages 60 years and older within Orange County. The operation of the program is tied to the City's M2 allocation for senior mobility, but the city continually seeks grant funding to augment the program to the benefit of the City's residents.

General Scope of Work for Senior Transportation

Contractor shall provide professional transportation services to eligible Costa Mesa residents ages 60 and older within Costa Mesa's borders, throughout Orange County, and to the Veteran's Affairs Hospital in Long Beach as specified by the City of Costa Mesa beginning July 1, 2026. Vendor must have the ability to flexibly implement cost control measures that include destination limits or geographic boundaries, ridership quotas, and collect copays. Initial cost control measures will be established based on Contractor's cost proposals and will be communicated at the award of contract. The City of Costa Mesa will consider both shuttle and taxi-based transportation models and may award multiple contracts if a hybrid service model suits the City's needs.

Professional services are required by the City's Senior Transportation Program include the following tasks:

1. Contractor will meet with City staff regarding the schedule, status, and program services on a monthly basis, at a minimum.
2. Door-To-Door Service. The Contractor shall provide door-to-door transportation of eligible Costa Mesa residents ages 60 and older to and/or from the Costa Mesa Senior Center (CMSC) and transportation for the following purposes: medical appointments, nutrition, shopping, personal care, and social/recreational.
3. The maximum service area Contractor is expected to provide services to include the entirety of Orange County and the Long Beach Veterans Affairs Hospital.
4. Contractor must have the ability to limit rides within defined geographic boundaries, such as within one mile of Costa Mesa's borders, as well as service satellite locations that may fall outside of the defined geographic boundary as needed by the City of Costa Mesa.
5. Contractor must have the ability to collect copays from riders via cash or credit card.
6. Contractor must have the ability to implement monthly ridership quotas on a per rider basis.
7. Contractor must have the ability to scale operations within a reasonable amount of time if the City wishes to temporarily expand the service area, reduce copays, adjust ridership quotas, or other program modifications that may increase or decrease ridership.
8. Taxi based models must provide a Fee Schedule that includes a flat rate per one way ride that originates and ends within Costa Mesa's boundaries and may include an additional per mile fee for any rides that extend beyond the City's boundaries. Shuttle based models will provide a Fee Schedule that consists of an hourly rate per vehicle.
9. Contractor will invoice the City at the rate agreed to by the City and identified in Fee Schedule and must have the ability to invoice the city separately for different types of rides, e.g., non-emergency medical rides and non-medical rides.
10. Contractor must comply with all state and federal regulations, as well as any additional OCTA requirements of Senior Mobility Program service providers, relating to driver training, licensing,

vehicle inspections, maintenance documentation, and allowable hours on duty requirements, drug and alcohol testing, etc.

11. The Contractor shall provide a toll-free telephone number for use by Senior Transportation Program clients. The Contractor shall accept telephone reservations from Costa Mesa for Senior Transportation Program patrons and dispatch a vehicle to the requested pick-up location within the City. Booking via smart phone application is desirable, but not required.
12. The earliest notice Contractor requires to guarantee an ADA compliant vehicle shall be the earliest in advance any rides shall be booked. For example, if Contractor can guarantee ADA complaint vehicle bookings with 48 hour notice, all rides must be booked 48 hours or more in advance.
13. Contractor shall participate in on-going customer relations efforts as coordinated by the City.
14. Contractor shall provide the necessary staff, equipment, and vehicle(s) to ensure efficient and timely administration of reservations, scheduling, customer service, and dispatch of City senior transportation trips in accordance with the service schedules and policies set forth by the City, and will provide substitute drivers in the event of absence from assigned/designated driver.
15. Contractor shall supply audio transcripts and/or video footage of the vehicle cabin space to the City in order to settle disputes and complaints from customers.
16. Drivers must be legally licensed to operate a motor vehicle in the State of California, be in good standing with the DMV, able to speak, understand, and read English adequately, and treat all passengers with respect and courtesy. Bilingual drivers are highly desirable.
17. Contractor must demonstrate it has an acceptable recruitment and hiring program, which is intended to minimize driver turnover and retain a high quality driver workforce
18. The City may require at any time that any driver be removed from transporting City customers for complaints, rudeness, or other inappropriate behavior or appearance, and may also request specific drivers from the said Contractor who provide exceptional customer service and have established rapport with customers.
19. Driver feedback about schedules, customers' needs, vehicle maintenance, and working conditions is expected.
20. Contractor will be responsible for all training of the vehicle driver and ensuring all training and certifications are current, service policies, passenger fares, etc.
21. Contractor shall comply fully with state and federal regulations pertaining to licensing and operations of vehicles, which are contained in the California Vehicle Code, California Administrative Code, and the Federal Motor Carrier Safety Regulations.
22. Contractor shall comply with the California OSHA requirements including the requirement of SB 198 to develop and implement an employee injury prevention program.
23. Contractor is required to provide a computerized system for trip reservations, scheduling, and dispatch of senior transportation services as well as for the collection, recording, and reporting of operational and performance data regarding these services.
24. City staff shall have access to a ride scheduling portal should the need arise for City staff to book rides for clients at the senior center or to view the status of any rides currently scheduled or in progress on any given day.
25. Contractor shall notify the City within 24 hours of any accidents/incidents, and ensure proper follow up on any accidents/incidents, where appropriate, to ensure that any unresolved safety hazards or liability issues are addressed.
26. Vehicle Collisions: The Contractor shall have sole responsibility, at its own cost and expense, for repair of any vehicle damaged in a vehicular accident or by any passenger. The City retains the right to investigate any vehicular collision involving the Contractor, and may request drug/alcohol screening of a driver found to be at fault under specific circumstances.
27. Contractor shall provide monthly ridership data that complies with OCTA's Senior Mobility Program's reporting requirements, which includes: client name, vehicle number, trip date, scheduled pick up time, actual pick up time, pick up address, pick up city, pick up odometer, drop

- off address, drop off city, drop off time, drop off odometer, number of passengers, vehicle type, and trip category
28. Retention/Review of Records. The Contractor shall maintain all records pertaining to the services as required by OCTA Project U Funding and Policy Guidelines. The Contractor shall make its records available to the City upon request during regular business hours either for inspection or audit.
 29. Vehicles shall remain clean and free from body damage. Driver shall inspect vehicle daily, before pulling out of the yard in accordance with state requirements. Contractor shall ensure that a Preventative Maintenance Inspection (PMI) is performed on vehicles in at least 3,000-mile intervals.
 30. The City reserves the right to remove from service any vehicle that does not meet its appearance and cleanliness standards.
 31. Payments for all specified services will be made based on the following: customer satisfaction, receipt of a detailed invoice sent in no later than the 15th day of the services for the preceding month (i.e., an invoice for services performed January 1st through 31st should be received by the City no later than February 15th)
 32. The Senior Transportation Program will operate and provide services, excluding City observed holidays, Monday through Friday, between the hours of 8:00 a.m. until 4 p.m. Additional transportation may be required to and from special events at the Senior Center during non-operating hours.

EXHIBIT B
CONSULTANT'S PROPOSAL

OCY Management, LLC

Formally known as:

Cabco Yellow Inc.

DBA California Yellow Cab

City of Costa Mesa

Senior Transportation Services

February 27, 2026

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OCY Management, LLC

February 27, 2026

Mike Fuentes
Finance Dept. Buyer
77 Fair Drive
1st Floor
Costa Mesa, CA 92626

Hello Mr. Fuentes,

OCY Management, LLC (OCY), formerly known as Cabco Yellow Inc., respectfully submits its interest in providing transportation services to the City of Costa Mesa. This proposal shall remain valid for a minimum of 180 days from the date of submission.

OCY has a long-standing history of delivering transportation services that extend well beyond traditional taxicab operations. Early in our development, we recognized underserved populations within Orange County and designed flexible, on-demand transportation solutions to address the limitations of public transit. Today, OCY operates the largest and most adaptable taxicab fleet in the county, offering seniors and paratransit passengers reliable transportation without the constraints of fixed bus schedules.

We are confident in our ability to successfully support this program through our experienced drivers and dedicated staff. Our drivers are professional, patient, and safety-focused, consistently treating senior passengers with the respect and care they deserve.

OCY currently serves as a transportation contractor for more than fifteen senior transportation programs throughout Orange County, including the Cities of Costa Mesa, Rancho Santa Margarita, Laguna Woods, Aliso Viejo, Laguna Niguel, Orange, Garden Grove, Seal Beach, and others.

We appreciate the opportunity to submit this proposal and look forward to the possibility of continuing to serve and support the transportation needs of seniors in the City of Costa Mesa.

Sincerely,



Akbar Majid
President

Background & Project Summary

We have over 25 years of experience in the transportation industry, delivering Senior Mobility Program services across 20 cities, including the City of Costa Mesa for the last 5 years. As the incumbent provider, we possess a thorough understanding of the City's requirements and the objectives to be achieved.

Leveraging more than 100 years of combined team experience, we are well-equipped to manage the full scope of work and consistently deliver services that meet the highest standards of reliability and effectiveness.

Method of Approach

OCY proposes establishing a dedicated toll-free telephone number for Senior Mobility Program (SMP) participants in the City of Costa Mesa. Through this number, program patrons may request on-demand transportation during program service hours, with the expectation that a vehicle will arrive at the designated pick-up location within sixty (60) minutes.

The toll-free line will automatically recognize callers as program participants, requiring them only to provide basic trip details and their SMP identification number, also known as a Passenger ID number. As the City of Costa Mesa's current transportation provider, OCY can either continue using the existing toll-free number or establish a new one, based on the City's preference.

In addition to standard on-demand service, participants may use the same toll-free number and identification process to schedule trips up to two weeks in advance. This advanced scheduling allows OCY dispatchers and routing staff to plan and assign trips to designated drivers ahead of time, ensuring efficient and reliable service.

Reporting and Billing

All OCY documentation and reporting are managed through our proprietary digital dispatch system. In addition to providing monthly trip data and invoicing, the system maintains highly detailed electronic records that are securely archived and can be accessed and compiled into customized reports within as little as twenty-four hours.

The information collected, stored, and readily available for reporting includes essential dispatch details such as passenger names, pick-up locations, destinations, travel dates and times, passenger identification numbers, and additional contact information. Beyond standard trip data, the system also captures GPS "ping" data from each vehicle, providing accurate records of

routes taken, vehicle speeds, and performance metrics. Comprehensive records of customer interactions are maintained as well, including audio recordings of all inbound and outbound calls, along with detailed trip event logs documenting pick-up and drop-off times.

****Under current SMP reporting requirements, both pick-up and drop-off odometer readings are recorded. OCTA has approved OCY's method of reporting the pick-up odometer reading as zero (0) and using the drop-off reading to reflect the total mileage for each trip.**

Complaints and Incidents

The Project Manager will review all complaints and concerns within twenty-four (24) hours of receipt. A proposed resolution will be identified promptly, and the City will be notified of the issue and its status within forty-eight (48) hours. Appropriate remedies will be implemented as necessary to prevent similar issues from occurring in any area of operations.

As a service-oriented organization, OCY maintains that any incident is unacceptable. Upon receipt of an incident report, the Project Manager will assume responsibility for gathering all relevant details and conducting appropriate follow-up. A comprehensive written report documenting any accident, injury, or dispute will be prepared and submitted to the City. In accordance with standard operating procedures, all accidents receive immediate attention from OCY's accident investigation team. These investigators are responsible for responding promptly when applicable and for completing a formal investigation using established reporting protocols. Each investigation includes interviews with involved parties, on-site measurements, and photographic documentation of the incident and surrounding conditions.

Additionally, detailed trip-level data is included with each monthly invoice. Ridership is itemized on a line-by-line basis to support program auditing, transparency, and effective oversight.

Experience

OCY has provided senior and paratransit transportation services since its founding more than thirty years ago in 1995. Currently, OCY serves as the transportation contractor for senior mobility programs in the Cities of Costa Mesa, La Habra, Fullerton, Laguna Hills, Laguna Woods, Mission Viejo, Orange, Garden Grove, Rancho Santa Margarita, and others. In addition, OCY is the exclusive ground transportation contractor for John Wayne Airport, holds a franchise in the City of Anaheim, and partners with several independent private care organizations—all of which require strict ADA compliance and comprehensive driver Sensitivity Orientation.

OCY also serves as the transportation provider for OCTA's Same-Day Taxi Program and as a subcontractor under the ACCESS paratransit contract.

Notably, OCY has more than fifteen years of experience serving the approximately 25,000 senior residents of Laguna Woods, maintaining a complaint rate consistently below one percent.

As the exclusive contractor for John Wayne Airport (JWA), OCY continuously adapts and innovates to meet the evolving needs of a diverse traveling public. Operational best practices developed at JWA—including modern fleet protocols, advanced customer service standards, enhanced situational awareness, and specialized assistance techniques for seniors and culturally diverse populations—are incorporated into OCY's street-fleet driver orientation programs, ensuring a consistent and high level of service across the entire fleet.

Fleet and Maintenance OCY has a diverse fleet consisting of conventional sedans, 6-passenger minivans, and ADA-compliant wheelchair-access vans.



All taxicabs are subject to a comprehensive maintenance program to ensure safe, reliable transportation for all passengers. Detailed inspection reports and maintenance logs are maintained as permanent records and are available for review by City staff upon request.

Central to OCY's vehicle maintenance program is the Preventive Safety and Maintenance Inspection (PSMI). This proactive program is designed to identify and address potential mechanical or safety issues before they escalate, ensuring optimal vehicle performance and passenger safety.

Safety Inspections

Every cab in our fleet is inspected by the driver daily prior to conducting any trip. This helps prevent any vehicle malfunction or unsafe conditions, including, but not limited to:

- Headlights, taillights, brake lights, interior lights, and turn signals
- Steering
- Windshield wipers
- Tires
- Oil, transmission fluid, etc.
- Warning lights on display
- Body, windshield, or interior damage
- Leakage of any fluids
- Horn
- Mirrors
- Double-check the hood to ensure both latches are fastened securely
- **Wheelchair Vehicles: handrails, wheelchair tie-downs (manual or power), internal and exterior lighting, operation of ramp/lift, etc.**

If any malfunction or damage is observed, the vehicle is not driven.

Interval Preventive Maintenance Inspections (PMI)

PMI's are conducted at intervals established per standard manufacturer recommendations for applicable vehicles. The vehicle's engine oil and filter are

changed at each inspection, and the tires, lights, steering, and brakes are inspected and adjusted, if necessary.

Automated Maintenance Tracking System

OCY utilizes an automated driver and vehicle maintenance tracking system that proactively monitors all drivers and vehicles within the fleet, including the weekly recording of vehicle mileage. The system tracks critical driver compliance data, including:

- Driver's license status and expiration
- Norton Medical certification expiration (drug screening)
- Driver permit status

In addition, the system monitors essential vehicle information, including:

- Vehicle registration status and expiration
- Vehicle mileage and required preventive maintenance

The program also maintains a comprehensive history of prior vehicle inspections. Using this data, the system evaluates the entire fleet and identifies vehicles scheduled for inspection within the upcoming week, as well as the specific inspection required. This information is communicated to the Fleet Manager to ensure vehicles are made available to the Maintenance Department as scheduled.

All OCY vehicles are washed weekly, and drivers are required to always maintain clean and orderly interiors. Any vehicle found to be dirty or emitting unpleasant odors is immediately removed from service and reinspected after corrective action before being returned to operation.

While most OCY taxicabs maintain a uniform and easily recognizable appearance, some vehicles transitioned to a single solid color beginning in 2020. However, all vehicles retain consistent decal placement to ensure uniform identification across the fleet.

Insurance Requirements

Our automobile liability insurance coverage is \$1,000,000.

Business License

AB1069 states “A city or county shall not require a taxicab company or driver to obtain a business license, service permit, car inspection certification, or driver permit, or to comply with any requirement under this section or Section 53075.52, unless the company or driver is substantially located within the jurisdiction of that city or county”. Under AB 1069, regulatory fees will be paid to the jurisdiction where taxicabs are “substantially located,” which is defined as both where the taxicab driver or taxicab business is located and where the taxicab provided the largest number of trips in the year prior.

Orange County Taxi Administration Program (OCTAP)

OCTAP went out of business in 2019. Therefore, drivers are no longer eligible for a Taxi permit through OCTAP. Drivers now obtain a taxi permit through the City of Anaheim.

Dress and Appearance Standard

All drivers participating in the program will wear business casual attire.

Operations Base in Santa Ana

Our facility includes approximately 2,600 square feet of office space and over 5,000 square feet dedicated to logistics and vehicle maintenance. The administrative office is staffed by fifteen full-time employees, and we contract with an additional dozen on-site fleet maintenance technicians and specialists. All routine and most specialized maintenance is performed on-site, except for certain bodywork and machine shop services. Our fully equipped maintenance facility can handle everything from routine oil changes to complete driveline and chassis rebuilds. The shop meets all local zoning requirements and is staffed by highly trained, certified technicians, ensuring vehicles are maintained to the highest standards of safety and reliability.

Driver Orientation Program

All drivers with (OCY) are independent contractors.

All applicants must be able to produce the following:

- An Excellent Driving Record
 - o Current, valid California Driver's License
 - o ZERO serious violations such as reckless driving, or driving while under the influence of drugs or alcohol
- Pass a drug screening initially, and enroll in a random and annual drug and alcohol program
- Live Scan fingerprints
- Successfully pass a background check
- Provide proof of legal residency
- Be placed on the DMV *Pull-Notice* program

Only after successfully producing the above will a prospective driver be considered for a Lease under the OCY livery.

OCY utilizes a comprehensive driver orientation program structured around four modules: Operations, Safety, Service, and Review (OSSR). OSSR places particular emphasis on customer service, fare collection policies, and sensitivity orientation for transporting seniors and individuals with disabilities. The program includes approximately 30 hours of combined classroom and on-the-road orientation, typically delivered over a three- to five-day period.

Orientation is conducted before assigning a vehicle to a driver, on an annual basis, and as needed. Whenever program guidelines are updated, drivers are promptly notified via their tablets, and the revised guidelines are immediately made available.

For all senior programs we serve, drivers are requested to wear a white shirt with dark trousers and dark shoes. Participation is optional; however, drivers who choose to participate are required to comply with the program's uniform standards.

Drug and Alcohol Policy

OCY provides safe, dependable, and efficient transportation services to our customers. Our safety-sensitive employees' and affiliates' use of illegal drugs and misuse of alcohol pose a significant risk to public safety, as well as the employees' and affiliates' health and well-being, and can cause loss of efficiency, productivity, or a disruptive work environment. OCY's drug and alcohol policy is intended to comply with all applicable State and Federal regulations governing workplace anti-drug use and alcohol misuse programs in the transportation industry. They include DOT 49 CFR Part 40 as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs"); FTA 49 CFR Part 655 ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"); DOT 49 CFR Part 29 ("Drug-Free Workplace Act of 1988"); and CA Govt. Code Section 8350 et. Seq. ("Drug-Free Workplace Act of 1990"). The policy incorporates the requirements of the above regulations for safety-sensitive employees and others when so noted (this policy is available at any time). Drivers undergo an FTA Drug test initially (pre-employment) and must enroll in a random pool.

Qualifications

Legal Name of Company:

OCY Management, LLC

Formally known as:

Cabco Yellow Inc.

DBA California Yellow Cab

Office Location:

520 W Dyer Road, Santa Ana, CA 92707

Phone: (714) 427-2555

Dispatch Phone Numbers:

(714)444-4444

(949)444-4444

(657)444-4444

(877)951-8294

Name and Title of Person Authorized to Submit Proposal:

Akbar Majid, President

Ph. (714)427-2555 Ext. 112 Email: amajid@rideyellow.com

Federal Employer Identification Number:

[REDACTED]

Statement of Ownership:

OCY Management, LLC is an LLC

Wholly owned by William Rouse

Years in Business:

>1 year as OCY Management

30+ Years as Cabco Yellow Inc., dba California Yellow Cab

Failures or Refusals to Complete Any Contracts:

None

Arbitrations, lawsuits, settlements, etc., in the last 5 years

There is no pending litigation or arbitration for OCY other than that related to normal operational vehicle accident activity, which has resulted in routine litigation, which is

addressed by our company's insurance carrier. Additionally, there are no other conditions – including those identified above – that Cabco Yellow believes would impede the company's ability to service the program.

Comparable contracts in the last 5 years

Please refer to Summary of Experiences (page 13)

****OCY is aware of and understands the scope of work and all the tasks outlined for the City of Costa Mesa.***

Experience of the Firm

OCY has numerous contracts with public and private organizations throughout Orange County, including the OC Health Care Agency, OCTA-Same-Day Taxi, OCTA-Access, and Children's Hospital of Orange County. However, OCY is the primary provider to 19 City Senior Mobility Programs in Orange County.

2004 – Present

City of Laguna Woods- Senior Mobility Program

Transportation for Laguna Woods residents 60 years of age and older. Trips must begin or end in Laguna Woods, but can travel within OC and Long Beach VA. Participants must provide the taxicab drivers with a co-pay (if applicable) and may use the services for non-emergency medical appointments, social, personal care, and other recreational purposes.

2012 – Present

City of Mission Viejo- Senior Mobility Program

Transportation for Mission Viejo residents 60 years of age and older. Services are limited to the City of Mission Viejo, surrounding cities, and selected satellite destinations. Participants must provide the taxicab driver with a co-pay (if applicable) and may use the services for non-emergency medical appointments, grocery store, church, visit family and friends, the senior center, and more.

2012 – Present**City of Orange- Senior Mobility Program**

Transportation for Orange residents 60 years of age and older. Trips must begin and end in Orange. Services must be to/from the seniors' resident and the senior center, grocery store, and/or a medical facility.

2017 – Present**City of Lake Forest- Senior Mobility Program**

Transportation for Lake Forest residents 60 years of age and older. Services are limited to the City of Lake Forest, surrounding cities, and selected satellite destinations. Participants must provide the taxicab driver with a co-pay (if applicable) and may use the services for non-emergency medical appointments, grocery store, church, visit family and friends, the senior center, and more.

2012 – Present**City of Mission Viejo- Senior Mobility Program**

Transportation for Mission Viejo residents 60 years of age and older. Trips must begin and end in Mission Viejo, but can go to surrounding cities and selected satellite destinations. Participants must provide the taxicab driver with a co-pay (if applicable) and may use the services for non-emergency medical appointments, grocery store, church, visit family and friends, the senior center, and more.

2012 – Present**City of Laguna Hills- Senior Mobility Program**

Transportation for Laguna Hills residents 60 years of age and older. Trips must begin and end in Laguna Hills. Riders can travel within Laguna Hills and surrounding cities as well as satellite destinations.

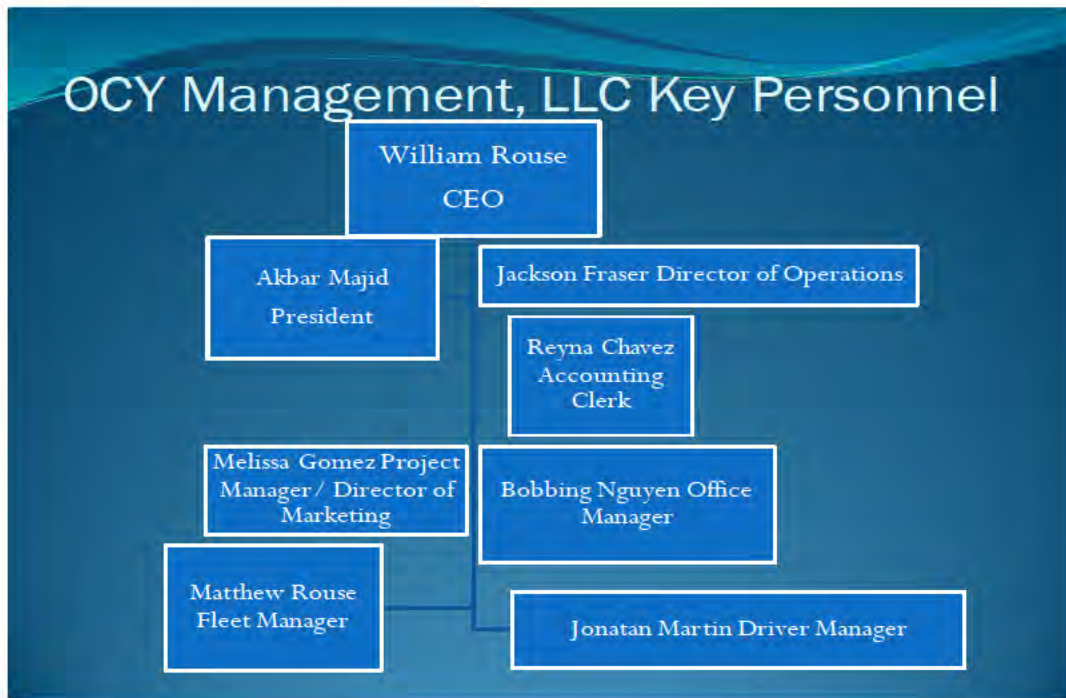
Key Personnel

Akbar Majid- Mr. Majid serves as General Manager overseeing the daily operations of SDY Management, LLC, and as President of OCY Management, LLC. He is actively involved in all aspects of the organization's operations and plays a key role in strategic planning and decision-making. Throughout the term of this contract, Mr. Majid will work closely with Melissa Gomez, Project Manager, to ensure full compliance with all requirements. With more than 30 years of experience in the taxicab industry, Mr. Majid has an extensive background providing transportation services to seniors, individuals with disabilities, and the public.

Melissa Gomez- Since January 2017, Ms. Gomez has served as Project Manager, overseeing compliance with program guidelines and ensuring all outcome objectives are met while maintaining the highest standards of service. She manages established client relationships and takes the lead in addressing service issues and resolving complaints related to Orange County programs. With an extensive background in the transportation industry, Ms. Gomez currently manages more than 19 Senior Mobility Programs in Orange County and is dedicated to ensuring seniors receive exceptional service and are transported safely, reliably, and on time.

Jackson Fraser- As Director of Operations at OCY Management LLC, Mr. Fraser oversees all aspects of day-to-day service delivery for our fleet. His responsibilities include driver oversight, regulatory and contract compliance, customer service quality, and operational strategy to ensure reliable, timely transportation across Orange County. Mr. Fraser has led initiatives to streamline dispatching, improve ADA accessibility, and maintain fleet standards in accordance with county, city, and private contracts. He collaborates closely with both municipal partners and private stakeholders to ensure OCY Management's services meet evolving community needs.

Organizational Chart



Key Personnel Statement: President Akbar Majid, Director of Operations Jackson Fraser, and Project Manager Melissa Gomez will be available to the extent proposed for the duration of the project and acknowledge that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

**APPENDIX C
FORMS**

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal**



**VENDOR APPLICATION FORM
FOR
RFP No. 26-16 Senior Transportation Program**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: OCY Management, LLC

Contact Person for Agreement: Akbar Majid

Title: President E-Mail Address: amajid@driveu.com

Business Telephone: 714-427-2555 x112 Business Fax: NA

Corporate Mailing Address: 520 W Dyer Road

City, State and Zip Code: Santa Ana, CA 92707

Contact Person for Proposals: Melissa Gomez

Title: Program Manager E-Mail Address: melissa@cayellow.com

Business Telephone: 714-427-2555 x307 Business Fax: NA

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☒ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Akbar Majid	President	714-427-2555 x112
Jackson Fraser	Director of Operations	714-427-2555 x200

Federal Tax Identification Number: [REDACTED]

City of Costa Mesa Business License Number: NA

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: NA

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 26-16 Senior Transportation Program** at any time after **February 23, 2026**.

Date: February 27, 2026

Signature

Akbar Majid

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **February 23, 2026** with a City Councilmember concerning informal **RFP No. 26-16 Senior Transportation Program**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X _____

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE.

COMPANY PROFILE & REFERENCES

Company Legal Name: OCY Management, LLC

Company Legal Status (corporation, partnership, sole proprietor etc.): LLC- Partnership

Active licenses issued by the California State Contractor's License Board:

Business Address: 520 W Dyer Road, Santa Ana, CA 92707

Website Address: rideyellow.com

Telephone Number: 714-427-2555

Facsimile Number: NA

Email Address: melissa@cayellow.com

Length of time the firm has been in business: 30+ years

Length of time at current location: 10+ years

Is your firm a sole proprietorship doing business under a different name: ___Yes ☒ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: [REDACTED]

Regular Business Hours: Mon- Thur 9am to 5pm Fri 9am to 12pm

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation: Akbar Majid

Telephone Number: 714-427-2555 x112

Facsimile Number: NA

Email Address: amajid@driveu.com

Contact person for accounts payable: Anita Maldonado

Telephone Number: 714-427-2555 x328

Facsimile Number: NA

Email Address: anita@rideyellow.com

Name of Project Manager: Melissa Gomez

Telephone Number: 714-427-2555 x307

Email Address: melissa@cayellow.com

Facsimile Number: NA

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Laguna Woods SMP

Telephone Number: 949-639-0512

Contact Name: Yolie Trippy, Deputy City Clerk

Contract Amount: determined by the City

Email: ytrippy@cityoflagunawoods.com

Address: 24264 El Toro Rd, Laguna Woods, Ca 98263

Brief Contract Description: Transportation for Laguna Woods residents 60 years of age and older. Trips must begin or end in Laguna Woods, but can travel within OC and Long Beach VA. Participants must provide the taxicab drivers with a co-pay (if applicable) and may use the services for non-emergency medical appointments, social, personal care, and other recreational purposes.

Company Name: City of Yorba Linda SMP

Telephone Number: 714-961-7183

Contact Name: Rob Cavanaugh

Contract Amount: \$150,000 per year

Email: rcavanaugh@yorbalindaca.gov

Address: 4501 Casa Loma Ave, Yorba Linda, CA 92886

Brief Contract Description: Transportation for Yorba Linda residents 60 years of age and older. Trips must be within Yorba Linda or a 1-mile radius of Yorba Linda. May use the services for non-emergency medical appointments, social, personal care, and other recreational purposes.

Company Name: City of Mission Viejo SMP

Telephone Number: 949-470-8441

Contact Name: Melanie McGrane

Contract Amount: \$180,000 per year

Email: mmcgrane@cityofmissionviejo.org

Address: 24932 Veterans Way, Mission Viejo, CA 92692

Brief Contract Description: Transportation for Mission Viejo residents 60 years of age and older. Trips must be within Mission Viejo, surrounding cities and selected satellite destinations. May use the services for non-emergency medical appointments, social, personal care, and other recreational purposes.

Company Name: City of La Habra SMP

Telephone Number: 562-383-4211

Contact Name: Martha Montoya

Contract Amount: \$60,000 per year

Email: mmontoya@lahabraca.gov

Address: 101 W La Habra Blvd, La Habra, CA 90631

Brief Contract Description: Transportation for La Habra residents 60 years of age and older. Trips must be within La Habra and a 10-mile radius outside of La Habra. The City allows services to two out of County locations. May use the services for non-emergency medical appointments, shopping, and financial institutions.

Company Name: City of Garden Grove SMP

Telephone Number 714-741-5168

Contact Name: Amanda Cross

Contract Amount: \$240,000.00 per year

Email: crystalp@ggcity.org

Address: 11300 Stanford Ave, Garden Grove, CA 92840

Brief Contract Description: Transportation for Garden Grove residents 60 years of age and older. Trips within Garden Grove are for medical, shopping, and/or senior center trips. Trips outside of Garden Grove but within a 10-mile radius are for medical purposes only.



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

3/2/2026

Date

EXHIBIT C
COST PROPOSAL

Cost Proposal

Cost Proposal Form/Sample

As the provider for the City of Costa Mesa during the last five-years we have not increased our rates despite nationwide inflation and rising operational costs, including maintenance, fuel, insurance, vehicle parts, and labor. During this time, our team has continued to provide services in full compliance with our contractual obligations. However, the company has absorbed these increasing costs along with driver incentives, and it is no longer sustainable for us to continue operating at the current rates.

Proposed rates July 1, 2026 - June 30, 2029

Trips within Costa Mesa \$17.50 one-way, per participant

Trips outside of Costa Mesa \$15.00 + \$3.00 per mile one-way, per participant

Proposed rates July 1, 2029- June 30, 2031

Trips within Costa Mesa \$19.50 one-way, per participant

Trips outside of Costa Mesa \$16.00 + \$3.50 per mile one-way, per participant

EXHIBIT D

CITY COUNCIL POLICY 100-5