



REQUEST FOR PROPOSAL

FOR

**Pilot Program Shuttle Service Operator
for the City of West Hollywood
Entertainment Shuttle**

**Economic Development Department
CITY OF WEST HOLLYWOOD**

**Deadline to Submit Proposals
TUESDAY, MAY 21, 2013 AT 3:00 P.M. PST**

**PILOT PROGRAM SHUTTLE SERVICE OPERATOR
FOR THE CITY OF WEST HOLLYWOOD ENTERTAINMENT SHUTTLE
REQUEST FOR PROPOSAL (RFP)**

The Economic Development Department of the City of West Hollywood is seeking proposals from qualified shuttle operators to provide vehicles and drivers for a 6-month pilot program for the City of West Hollywood Entertainment Shuttle. The successful operator will be awarded a 6-month contract with two (2) one-year options to renew.

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1. INTRODUCTION: The City of West Hollywood, known as the “Creative City,” was incorporated in 1984. It is 1.9 square miles in area and is bounded by Beverly Hills to the west, Hollywood to the east, and Los Angeles to the north and south.

West Hollywood is home to approximately 34,000 residents and over 3,500 businesses. The weekend population swells to 78,000 as neighbors from nearby communities take advantage of shopping, dining and entertainment.

Approximately 40% of the City’s residents are gay or lesbian, 10% are Russian-speaking immigrants, and close to 20% are senior citizens. The City’s main industries are entertainment (production, post-production and related uses), hospitality (hotels, restaurants, and nightclubs), and arts and design (furniture and art galleries). The community is densely populated, is LA County’s “Largest Singles” population, and is a very high traffic area.

The City is home to the world famous Sunset Strip and hosts the Halloween Cranvalal in October, and the Christopher Street West Gay, Lesbian and Transgender Pride Parade and Festival in June. The City also includes dozens of visitor attractions such as a wide variety of restaurants and entertainment venues that cater to local residents, visitors, and tourists alike.

2. BACKGROUND: The West Hollywood City Council directed staff to initiate a 6-month Pilot Program for an Entertainment Shuttle (Shuttle) along Santa Monica Boulevard.

The Shuttle would operate on a roughly 3.8 mile fixed route loop, with approximately 21 approved stops along the route. Program hours would be from 8:00 p.m. to 3:00 a.m. Fridays and Saturdays servicing the fixed route stops located along Santa Monica Boulevard, with the exception of days when road closures occur due to planned events. Please note that this is a Pilot Program. Should the project be unsuccessful or funding be eliminated or needed for other purposes, the City may elect to suspend the program.

3. RFP SCHEDULE (Subject to change):

This request for proposal will be governed by the following (tentative) schedule:

- | | |
|---|--------------------------|
| a. Release of RFP document | May 7, 2013 |
| b. Deadline for Proposers' Response | May 21, 2013 |
| c. Proposal Evaluation | May 22, 2013 |
| d. Site visits/Interviews if needed | May 23, 2013 |
| e. Vendor Selection and Notification | May 24, 2013 |
| f. City Council Approval of Contract | June 3, 2013 |
| g. Possible Demonstration Vehicle in Pride Parade | June 9, 2013 |
| h. Contract Start Date | On or after July 5, 2013 |

4. SCOPE OF WORK:

The City of West Hollywood ("**CITY**") is seeking a qualified shuttle service provider to provide vehicles and drivers to operate a 6-month pilot program Entertainment Shuttle service along Santa Monica Blvd in the West Hollywood City Limits as shown in the map called "Exhibit A". These services shall commence on the latter of July 5, 2013 or upon agreement by the negotiating parties and a signed and executed contract.

If applicable, a demonstration vehicle should be made available to participate in the LA Pride Parade on Sunday, June 9th as an entry in the Parade pending completed contract requirements.

The **CITY** has not made a determination of the type of vehicle to use for this program. That determination will be made through this RFP process. Submitters are encouraged to submit multiple fleet options with pricing for the **CITY's** consideration provided they meet the requirements set forth in this RFP and can accommodate at a minimum of 20 riders inclusive of ADA requirements. Note that preference will be given to vehicles using alternative fueling sources to gasoline as well as possible Trolley type vehicles.

4.1 Service Operations:

The route for the 6-month pilot program will run along Santa Monica Boulevard with fifteen minute headways. Shuttle hours of operation will be 8:00pm through 3:00am two (2) days per week on Fridays and Saturdays (“Regular Service Hours”).

The **CONTRACTOR** shall be responsible for the operations of shuttle services in accordance with:

1. Applicable federal, state, and local laws and regulations.
2. Necessary driver qualifications.
3. Equipment operating instructions issued by the OEM (original equipment manufacturer).
4. Compliance with FTA Drug and Alcohol testing requirements.

CONTRACTOR shall set uniform dress standards for all service employees. Uniform standards shall be subject to the **CITY’S** approval. **CITY** reserves the right to require unique or specialized uniforms provided at **CITY** expense.

4.1.1 Training:

CONTRACTOR will establish and provide continuing training programs for all service employees who are working on the Entertainment Shuttle system. At a minimum, training shall include ADA lift and secure training, sensitivity training, and defensive driver training.

4.1.2 Non Scheduled Stops:

Shuttle service vehicles shall not be used to pick-up or drop-off passengers or **CONTRACTOR** employees at unscheduled locations without prior written authorization by the **CITY’S** Project Manager, except in case of emergency, equipment failure, or direction of civil authorities.

4.1.3 Spare Vehicles:

The **CONTRACTOR** shall dispatch a spare vehicle in the event of a vehicle breakdown. The **CITY** also reserves the right to establish additional criteria regarding reliability of response in the event of breakdowns.

4.1.4 Vehicle Operators:

Vehicle operators will work on a schedule that ensures a consistent and overall quality of service. Vehicle operators must have a valid California Drivers’ License required by applicable federal, state and local regulations, including operator’s permits.

Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the service and the **CITY**, and sensitivity training; this requirement pertains to regularly assigned and relief vehicle operators.

While performing their duties of the service, vehicle operators must maintain a clean and neat appearance.

The **CONTRACTOR** shall conduct pre-employment DMV checks of all personnel hired for service and shall check DMV records at least every six (6) months for accidents, vehicle code violation, and valid driver's licenses of its employees whose job requires them to operate vehicles for this project.

Any required or voluntary drug testing and surveillance efforts on the part of the **CONTRACTOR** shall be explained to the vehicle operators.

4.2 Code of Conduct:

All employees shall avoid conduct unbecoming of an employee. **CONTRACTOR** shall set personnel policies prohibiting such actions. Examples of conduct unbecoming of an employee include, but are not limited to, the following:

- Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer or another employee.
- Any instance of belligerent or malicious behavior toward a customer or another employee.
- Littering on vehicles, station areas or any other **CITY** system property.
- Eating in the presence of passengers or on shuttle buses.
- Smoking in the presence of passengers.
- Willful failure to assist customers.
- Willful destruction or damage to any **CITY** property.
- Violation of uniform dress standards.
- Reckless or unsafe driving.

All personnel shall be trained to provide excellent customer service and to respond in a professional manner. **CONTRACTOR** shall be prepared to handle Senior, Disabled, and Russian émigré participants in this service. Spanish/English staff may be helpful, but is not necessary. Sensitivity and awareness of the Gay and Lesbian community is also required.

4.3 Employees and Subcontractors:

All personnel provided by **CONTRACTOR** and Contractor's subcontractors involved in any aspect of the Operator Services shall be employees or contractors of **CONTRACTOR** or its subcontractors and not of the **CITY**. All such employees and subcontractors shall be subject to the direction, supervision and control of the **CONTRACTOR** and not the **CITY**.

The parties recognize that a substantial inducement to the **CITY** for entering into an agreement with a **CONTRACTOR** is the professional reputation, experience, and competence of the **CONTRACTOR**. Assignments of any or all rights, duties, or obligations of the **CONTRACTOR** will be permitted only with the express consent of the **CITY**. The **CONTRACTOR** shall not subcontract any portion of the work to be performed without the written authorization of the **CITY**. If the **CITY** consents to such subcontract, the **CONTRACTOR** shall be fully responsible to the **CITY** for all acts or omissions of the subcontractor. Nothing shall create any contractual relationship between the **CITY** and subcontractor nor shall it create any obligation on the part of the **CITY** to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. All proposals submitted shall include a listing of names and addresses of all subcontractors the **CONTRACTOR** proposes to utilize in fulfilling his contract obligations and a description of the work to be performed. The **CONTRACTOR** understands that all work undertaken by a subcontractor shall be the responsibility and liability of the **CONTRACTOR**. During the term of the agreement, **CONTRACTOR** shall notify the **CITY** in writing of any change in the list of subcontractors, vendors, personnel service providers, or subsidiaries of the **CONTRACTOR** within fifteen (15) days of any change.

4.4 Operations and Management Supervision:

In addition to the rights and obligations stated elsewhere in this RFP, **the CITY** shall have oversight of Contractor's performance including:

- **Monitoring:** Monitoring the records, facilities, personnel, timetable adherence and equipment developed or used by **CONTRACTOR** in the performance of its obligations under this Agreement.
- **Inspection and Removal:** Inspecting any equipment at any time, and remove from service any equipment, which in the **CITY'S** sole discretion, is in an unacceptable condition.
- **Temporary Service Adjustment:** At the **CITY'S** sole discretion, the **CITY** may direct **CONTRACTOR** to cease operation, alter destination and/or alter the route of any shuttle or buses operated under this Agreement. **CONTRACTOR** shall resume normal operation of any shuttle or buses only upon receipt of approval from the **CITY**.
- **Employee Removal:** At the **CITY'S** sole discretion, the **CITY** may direct **CONTRACTOR** to remove any service employee for conduct unbecoming an employee as stated herein.

- **Employee Breaks and Rest Periods:** **CONTRACTOR** shall abide by all federal and state laws regarding employee breaks and rest periods. **CONTRACTOR's** proposal should accommodate appropriate rest and meal break periods for employees without impacting scheduled service. This may include providing relief drivers and should be accounted for in the cost proposal.

4.5 Experience:

CONTRACTOR shall have, at a minimum, five (5) years experience providing shuttle service. Experience contracting with a government agency is preferred but not required.

4.6 Rolling Stock:

The **CITY** has not made a determination of the type of vehicle to use for this program. That determination will be made through this RFP process. Submitters are encouraged to submit multiple fleet options with pricing for the **CITY's** consideration provided they meet the requirements set forth in this RFP and can accommodate at a minimum of 20 riders inclusive of ADA requirements. Note that preference will be given to vehicles using alternative fueling sources to gasoline as well as possible Trolley type vehicles.

4.6.1 Age of Vehicles:

When providing a list of proposed vehicles, include the age of the vehicle within the proposal.

4.6.2 ADA Access:

All vehicles used for shuttle service must meet ADA requirements for public transit service. All vehicles used for shuttle service must be wheelchair accessible and must be configured to transport at least two (2) wheelchair passengers at any one time without requiring wheelchair passengers to transfer.

4.6.3 Vehicle Inventory:

CONTRACTOR shall provide the **CITY** a detailed inventory of primary vehicles to be used for the shuttle services required herein including at least one (1) spare. Said inventory list shall include the shuttle number, Vehicle Identification Number, month and year of chassis manufacture, make, model, wheelchair capacity, seated capacity with two (2) wheelchair positions in use, maximum seated capacity, description of wheelchair accessibility features (ramp, lift, securing system).

4.6.4 State and Federal Rules and Regulations:

All vehicles providing services under this Agreement shall meet all applicable State and Federal rules and regulations as may be modified from time to time.

4.6.5 Identification:

Primary Vehicles shall display removable signage provided by the **CITY**. This signage may be removable magnetic signage that could be removed when not in use or a full vehicle wrap depending on the type of vehicle proposed and the availability of the vehicle proposed. This signage shall be displayed on the two sides of the primary vehicles at all times during shuttle service operations as well as on the front and rear of the vehicle if applicable. **CITY** reserves the right to modify this signage depending on the type of vehicle selected. Vehicles may not display the Contractor's logo however when required by applicable laws or regulations may display the Contractor's name and vehicle identification number.

When in shuttle service, the interior of primary vehicles shall be signed with service identification including; City of West Hollywood and the route name as instructed by the **CITY**. In addition, primary vehicles shall have interior signage approved by the **CITY** stating; "For Service Comments, Contact 323-848-6402 and, **"This is a free service to passengers. Drivers cannot accept tips."**

All **CITY** identifying signage shall be removed when vehicles are not in use for the City of West Hollywood Shuttle service.

4.6.6 Vehicle Qualification:

Any vehicle proposed as a primary vehicle must receive an inspection and approval from the **CITY'S** Project Manager or his/her designee prior to use for shuttle services upon execution of contract.

4.6.7 Vehicle Seating Requirements:

The **CITY** will require a minimum seating capacity of 20 passengers including 2 wheelchairs. Preference will be given to those vehicles that provide between 20-25 seats in total.

4.6.8 Vehicle Rejection:

The **CITY'S** Project Manager, at his/her sole authority, may notify **CONTRACTOR** to remove any primary vehicle from service for non-compliance with the vehicle requirements of this Agreement. **CONTRACTOR** shall replace said primary vehicle with a **CITY** approved vehicle within three (3) business days. A suitable replacement vehicle will be placed in service to avoid interruption in service.

4.7 Vehicle Maintenance Plan and Practice:

At all times, the **CONTRACTOR** shall maintain all components of each vehicle including its body, frame, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. The **CONTRACTOR** shall replace and repair immediately any vehicle damaged in any accident or other damage which impairs the proper and safe mechanical operation of the vehicle.

The **CONTRACTOR** at its sole cost and expense, shall maintain inventory of and provide fuel, lubricants, repairs, parts and supplies required for the maintenance and operation of all vehicles utilized in providing services.

Vehicles must be kept clean including exterior washing at least weekly, with the vehicle interiors swept or vacuumed daily to remove all dirt and debris.

The **CITY** requires servicing of all vehicles at successive 6,000 mile intervals or the recommended vehicle manufacturer's specifications, whichever is lower. A more extensive inspection and servicing shall take place at 12,000 mile intervals or as specified by the recommended vehicle manufacturer, whichever is lower.

In the event that towing of any vehicle is required due to mechanical failure or damage, **CONTRACTOR** shall be responsible to provide such towing at **CONTRACTOR's** sole expense.

4.7.1 Daily Repairs:

The passenger amenities and safety appliances listed below shall be functionally inspected each calendar day on all vehicles which are dispatched for shuttle service and/or Extra service. Defects shall be remedied as an integral part of the inspection process prior to dispatch.

- General illumination lights
- Headlights
- Indicator lamps
- Warning lamps
- HVAC
- Upholstery condition
- Seat frames
- Windshield wipers
- Emergency lights
- Signage
- Fluids (levels only)
- Safety appliances
- Wheelchair lift/ramp function
- Wheelchair securing devices

Under no circumstance shall a vehicle be dispatched for shuttle service and/or Extra service with any amenity or safety defect.

A record of all such inspections shall be maintained by the **CONTRACTOR** and be made available to the **CITY** at the **CITY** Project Manager's request.

4.7.2 Air Conditioner Standards:

All shuttles shall have working cooling systems which shall be available during all times the shuttle is in service. Cooling systems shall be capable of maintaining the interior temperature of the shuttle at 77 degrees Fahrenheit.

With passengers on-board, regardless of the outside temperature, the interior temperature of the shuttle must be no greater than 80 degrees Fahrenheit within sixty (60) seconds of closing the shuttle doors.

4.7.3 Cleaning:

All shuttles shall have had a minimum of a daily cleaning when made available to the **CITY** for service.

Refuse, newspapers and other recyclable material remaining on board shall become the property of the **CONTRACTOR**. However, items of specific interest to the **CITY** and other authorities shall be retained as these entities request.

At least once weekly, primary vehicles used to provide shuttle service under this Agreement must receive a detailed cleaning. Weekly cleaning, at a minimum, must include the following:

- Exterior Wash
- Interior windows cleaned
- Mopping of non-carpeted floors with clean water and appropriate cleaning solution
- Vacuuming of carpeted floors
- Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
- Vacuuming of upholstered seats
- Wiping down of all hand rails with clean water and appropriate cleaning solution

Upon beginning route nightly vehicles shall meet the above appearance conditions.

4.8 Reporting and Recordkeeping Requirements:

The **CONTRACTOR** shall maintain complete and accurate records of all operator services and other Agreement activities carried out during the Agreement period. **CONTRACTOR** shall maintain records of all maintenance of primary vehicles.

The **CONTRACTOR** must supply the following reports to the **CITY** as the **CITY** requests. The format of these reports shall be developed by the **CONTRACTOR** and subject to the review and written approval of the **CITY**.

Immediately:

- Loss of life, injuries, stoppage or major disruption of service.
- Any order imposed by a competent regulatory authority which prevents the continuation of service.

Daily:

- Daily operator reports are relevant back up information to the monthly program reports. The content and form of the operator reports shall be mutually agreed upon by the **CITY** and **CONTRACTOR** and would typically include hourly ridership information and total nightly miles traveled.

Monthly Program Reports:

- On the tenth working day of each month, **CONTRACTOR** shall submit to the **CITY** a Monthly Program Report documenting the amount of services provided in the previous month, a project cost report documenting the cost of services provided in the previous month and an invoice.
- The Monthly Program Report shall itemize trips provided, miles traveled, passengers serviced, per trip costs, On-Time Performance, maintenance performed and Missed Trips. Comments and complaints and resolutions shall also be documented.

4.9 Service Modifications:

The **CITY** may change the scheduled service at its discretion. When making such changes the **CITY** will, at a minimum, provide seven (7) days written notice for permanent schedule changes and two (2) days written notice for temporary changes.

CONTRACTOR shall accept one time changes upon verbal notice by the **CITY'S** Project Manager.

4.10 Customer Service:

Vehicle operators shall be familiar with their shuttle route and shall answer passenger questions in a courteous and informative manner.

Vehicles providing shuttle service stated herein shall maintain a supply of literature provided by the **CITY** including but not limited to metro bus and CityLine schedules. Said literature shall be displayed in appropriate receptacles approved by the **CITY** and be available to passengers upon request.

Contractor shall coordinate with the **CITY** to ensure an adequate inventory of literature.

4.11 Marketing:

The **CITY** will assume all responsibility for marketing the public use of the West Hollywood Entertainment Shuttle Service operations through advertisements or other promotions. **CONTRACTOR** will place **CITY** approved promotional materials, public information notices and advertising materials in interior areas of the primary vehicles pursuant to procedures established by the **CITY**.

4.12 Advertising:

CONTRACTOR shall not utilize the interior or exterior of primary vehicles operated in shuttle services for the display of any written or printed advertising, promotional material, or public information notices unless authorized by the **CITY**.

4.13 Damage to Property:

CONTRACTOR shall take care to not damage the City of West Hollywood Shuttle customer's property (e.g. vehicles, bicycles) while performing transportation services. **CONTRACTOR** shall be responsible for all damage to the City of West Hollywood Shuttle customer's property caused by actions or inactions of the **CONTRACTOR**.

CONTRACTOR shall take care to not damage the City of West Hollywood property (e.g. station signage) while performing transportation services. **CONTRACTOR** shall be responsible for all damage to the City of West Hollywood property caused by actions of the **CONTRACTOR**.

4.14 Incorrect Procedures, Practices, and Repairs:

In the event that the **CONTRACTOR** is found to be in violation with the procedures and practices as defined in the Scope of Services, the **CONTRACTOR** will be required to redo the incorrect work and consequential work at no additional charge to the **CITY**.

4.15 Project Manager:

CONTRACTOR shall designate a Project Manager who will oversee the complete operation of services detailed herein. Said Project Manager shall have at least five (5) years experience in bus/shuttle service operations. The **CONTRACTOR** shall provide in resume format, background information on this individual to include his or her direct experience with similar projects.

CONTRACTOR must notify the **CITY** within one (1) business day if said Project Manager is removed from his/her duties under this Agreement. **CONTRACTOR** must replace Project Manager with an interim Project Manager within one (1) business day if said Project Manager is removed from his/her duties under this Agreement.

CONTRACTOR shall make every effort to permanently fill vacant Project Manager position within thirty (30) days. Replacement Project Manager must be approved by the **CITY**.

4.16 Vehicle Operator Responsibilities:

Responsibilities and Duties of Vehicle Operators include but are not limited to:

- Operate the vehicles in a safe and timely manner;
- Be courteous to all passengers and the general public;
- Cooperate with the **CITY** project manager and **CITY** agents;

- Distribute or collect handouts, surveys, etc. as may be required;
- Be neat and clean and in proper uniform;
- No acceptance of gratuities;
- Have a thorough knowledge of route schedule;
- Make service announcements as requested by the **CITY**;
- Do not or allow passengers to smoke on vehicles;
- Do not permit loud or raucous behavior on the vehicles;
- Count and record passenger boardings for each trip;
- Provide service free to all passengers;
- Maintain route and timetable without deviation;
- Inspect his/her vehicle for functionality prior to each departure from the garage;
- Assist passengers boarding and alighting vehicle as needed;
- Operate the wheelchair lift for passengers requiring or requesting such service (whether they are in a wheelchair or not); and
- Secure wheelchair passengers using vehicle securing devices.

4.17 Communication:

CONTRACTOR shall provide a communications system that will allow for the timely and efficient dispatching, coordination and response necessary to operate the services stated herein. At a minimum, the communications system must allow immediate communication between the dispatcher and vehicle operator at all times.

5. COST AND FEES:

Quotations shall be for regular scheduled hours only. Non-service hours (travel time) shall not be an expense of the **CITY**. Estimated costs to the **CITY** shall be broken down into hourly rates.

Hourly rates for additional, extra and emergency services shall be provided as a separate item.

6. PAYMENT SCHEDULE:

Upon execution of a contract, the fees for the scope of work will be paid monthly upon submittal of an accurate invoice of expenses and hours to the **CITY**.

7. EVALUATION AND SELECTION PROCESS:

The **CITY** may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFP requirements
- B. Understanding of the project

- C. Recent experience in conducting similar scope, complexity, and magnitude for other public agencies
- D. Directly related experience
- E. Type of Vehicle and Price
- F. References

The selection committee will consist of **CITY** Staff members.

“The **CITY** may require additional information and proposers agree to furnish such information. The **CITY** reserves the right, at its sole discretion, to award the contract to that proposer who will best service the interest of the **CITY**. The **CITY** reserves the right, based upon its’ deliberations and its’ sole opinion, to accept or reject any proposal. The **CITY** reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.”

The **CITY** may also contact and evaluate the bidder’s and subcontractor’s references; contact any bidder to clarify any response; contact any current users of a bidder’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. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the **CITY**.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the **CITY** may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

8. TERM OF AGREEMENT:

The terms of the agreement shall be for a 6-month pilot program with two one (1) year renewal options at the mutual agreement between the **CONTRACTOR** and the **CITY**.

9. RFP SUBMISSION REQUIREMENTS:

Interested contractors should provide the **CITY** with a thorough proposal using the following guidelines:

Proposal should be typed using a 12-point font size and include a transmittal letter. 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 the 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 bidder’s response:

A. 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 consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to West Hollywood, California and the office from which the project will be managed.

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the route, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology 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) 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) The program provides a themed experience for riders of the West Hollywood Entertainment Shuttle. Describe how your company will provide such an experience.
- 4) The **CITY** has not made a determination of the type of vehicle to use for this program. That determination will be made through this RFP process. Submitters are encouraged to submit multiple fleet options with pricing for each option for the **CITY’s** consideration provided they meet the requirements set forth in this RFP. Describe in detail the make, model, year, fuel type, capacity and other details of each vehicle proposed for use. You must provide information on at least two (2) identical vehicles available to service the program. Provide at least one (1) clear, color, interior photo and at least one (1) clear, color, exterior photo of each vehicle at a minimum size of 5 x 7. (Professional printing is not necessary but please incorporate the photos into your submission). Indicate the location at which

vehicles will be housed when not operating as the City of West Hollywood Entertainment Shuttle. Note that preference will be given to vehicles using alternative fueling sources to gasoline as well as possible Trolley type vehicles.

- 5) Describe in detail the methods to be used by drivers and the program operator for ensuring continuing service during mechanical difficulties or breakdowns that affect the program during or before/after shuttle operating hours. Further describe how the operator will remain in contact with the **CITY's** project manager(s) during shuttle operating hours.
- 6) 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.

D. Staffing

All operators must have appropriate and legally required certifications and licenses. Please indicate, and provide copies of, any certificates or licenses required of the company by the County or State to operate a transportation company. Please provide the same information for any subcontractors proposed to provide service on behalf of the contracted firm, along with details of their experience and references.

E. Qualifications

The information requested in this section should describe the qualifications of the firm, and projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) A summary of the firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- 2) Provide at least two (2) Southern California references that received similar services from your firm. The **CITY** reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - Client Name
 - Project Description
 - Project start and end dates
 - Client project manager name, telephone number, and e-mail

F. Fee Proposal

Bidders shall provide cost proposals based on the following:

- 1) Hourly operating rate per proposed shuttle vehicle through December 31, 2013. Rate shall include all associated operational costs including, but not limited to, labor, supervision, shuttle, fuel, and any other necessary costs.

- 2) Total 6-month pilot project budget accounting for project duration, anticipated level of service and operating hours from July 1, 2013 through December 31, 2013.

10. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS:

All proposals must be submitted in PDF file format.

- **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.

- **Number of Proposals**

Submit three (3) bound and one (1) unbound copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

- **Submission of Proposals**

Complete written proposals must be submitted no later than 3:00 p.m. (P.S.T) on May 21, 2013 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

Office of the City Clerk
City of West Hollywood
8300 Santa Monica Blvd
West Hollywood, CA 90069

Re: Entertainment Shuttle Operator RFP

- **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

Laura Biery, Economic Development Analyst
lbiery@weho.org

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any **CITY** employee other than the contracting officer listed above regarding this RFP. No questions other than written 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, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of West Hollywood. If any proprietary information is contained in the proposal, it should be clearly identified.

11. INSURANCE AND CONTRACT REQUIREMENTS:

During the term of this contract with the **CITY**, except as otherwise stated in this contract, the **CONTRACTOR** shall procure and maintain insurance and bonds, if required, of the types and to the limits and conforming to requirements as specified below. No work shall begin until evidence of these financial guarantees is delivered as is directed:

Workers' Compensation Coverage. The **CONTRACTOR** shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the **CONTRACTOR** shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the **CITY** at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the **CITY**, its officers, agents, employees, and volunteers for losses arising from work performed by the **CONTRACTOR** for the **CITY**.

This provision shall not apply if the **CONTRACTOR** has no employees performing work under this Agreement. If the **CONTRACTOR** has no employees for the purposes of this Agreement, the **CONTRACTOR** shall sign the "Certificate of Exemption from Workers' Compensation Insurance."

General Liability Coverage. The **CONTRACTOR** shall maintain commercial general liability insurance in an amount of not less than ten million dollars (\$10,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

Automobile Liability Coverage. The **CONTRACTOR** shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the **CONTRACTOR** arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than ten million dollars (\$10,000,000) combined single limit for each occurrence. If **CONTRACTOR** or **CONTRACTOR**'s employees will use personal autos in any way on this project, **CONTRACTOR** shall obtain evidence of personal auto liability coverage for each such person.

The selected firm or corporation will be required to comply with the **CITY's** standard contract requirements set forth in the following section:

LIVING WAGE ORDINANCE. The **CONTRACTOR** shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the **CONTRACTOR** shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

EQUAL BENEFITS ORDINANCE, No. 03-662. The **CONTRACTOR** shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the **CONTRACTOR** shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.

RESTRICTIONS: Arab League Boycott of Israel. The **CONTRACTOR** hereby affirms it does not honor the Arab League Boycott of Israel.

