



REQUEST FOR PROPOSALS (RFP)

CITYWIDE CAR-SHARING PROGRAM

RFP & PROJECT SCHEDULE

RFP Released	October 29, 2015
RFP Questions Due	November 9, 2015
City Responses Posted.....	November 12, 2015
RFP Due.....	November 20, 2015
Interviews & Selection.....	December 2015



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I. INTRODUCTION

The City of West Hollywood is a highly urbanized, corridor city, encompassing 1.9 square miles and containing a population of 34,399. With close to 18,000 people per square mile, West Hollywood is one of the densest cities in California. The City is bordered by Beverly Hills to the west, and Los Angeles on all other sides. The City has emerged as a regional entertainment, shopping, and employment destination. Combined with its central location and diverse and active community, West Hollywood is a vibrant and attractive City for visitors, tourists, businesses and residents alike. As a premiere City, West Hollywood is proactive in responding to the unique needs of its diverse community, creative in finding solutions to managing its urban environment, and dedicated to preserving and enhancing the wellbeing of residents and visitors.

The nearest rail transit station is the Hollywood & Highland Metro Red Line station approximately 2.5 miles from the center of the City. In addition, West Hollywood is served by a number of local and express Metro bus routes, connecting the City to the regional transportation network. The City also operates two transportation services, the CityLine, connecting residents to the commercial corridors, and the Pickup, serving popular nighttime entertainment districts. In 2011 and 2013, Walkscore.com rated West Hollywood as the most walkable city in California.

In order to achieve the City's goal of providing several high-quality transit options for its residents and visitors, the City seeks to develop a permanent car-share program. The City has high residential density, limited on-street parking resources, and a lower-than-average rate of car ownership within Los Angeles County. As a destination city, West Hollywood welcomes approximately 1.3 million visitors per year and is home to 18 hotels (with an additional six in planning). This citywide car-share program will provide a sustainable transit option for residents and visitors.

In January 2012, West Hollywood initiated a car-sharing pilot program involving the designation of 10 on-street spaces, strategically located throughout the City. Based on usage data gathered from the car-share provider, the City gained 1,200 new car-share members, with an average of 50 new members each month (data gathered between January 2012 and January 2014). In response to the success of the pilot program, the City would like to initiate a permanent car-sharing program.

The City of West Hollywood invites qualified car-sharing service operators to respond to this Request for Proposals (RFP) for a citywide car-sharing program that will utilize (1) on-street parking spaces and (2) City-owned public parking structures. The City may choose up to three car-share providers to participate in the citywide car-share program.

II. SCOPE OF WORK

A. MINIMUM REQUIREMENTS

The following expectations must be met for any car-share provider submitting for this RFP.



Timeframe for Services Provided

The City requests that the selected car-share provider commit to providing services in West Hollywood for three years with an option to extend for an additional two years, at the sole discretion of the City.

Program Costs

The car-share provider will be responsible for all of its direct costs associated with the car-share program. The City will negotiate dedication of a limited amount of metered on-street and off-street public parking spaces for a fee, to be agreed upon mutually with the car-share provider(s) upon selection. On-street metered parking spaces are currently priced at \$440 per space per month.

Operations/Management

The car-share provider will be responsible for managing all car-share related services including maintenance and cleanliness at any designated parking spaces. Additionally, the car-sharing provider(s) must offer 24-hour technical support and an up-to-date and easy-to-use website.

User-Friendly Interface

The selected car-share provider(s) must have an easy-to-use online and mobile reservation interface.

Affordability

In the interest of encouraging residents and visitors to use car-sharing in West Hollywood, the selected car-share provider(s) must have a reasonably-priced rate structure that is guaranteed for the duration of the initial three-year term

Sustainability

In order to align with the City's and State's goal for reductions in greenhouse gas emissions, any car-sharing provider is strongly encouraged to offer vehicles that are (1) zero emission, (2) hybrid, or (3) designated as SmartWay Elite by the EPA. The City may consider the option of having one electric vehicle parking space available for use by car-sharing system in a public parking garage. As the City's electric charging infrastructure is currently limited, it would be challenging to support an all-electric fleet. If a car-share provider proposes an all-electric fleet, the proposal must include a detailed strategy for charging infrastructure.

Marketing

The selected car-share provider(s) must have a targeted marketing approach for reaching out to potential users and promoting the use of car-share in the City and its adjacent neighborhoods.

B. TASKS

Car-share providers should respond to this RFP with a statement for providing the following services, in addition to operation of the car-sharing system.

Parking Location Planning

The selected car-share provider will be responsible for coordinating with City staff to determine the locations of any designated on-street parking spaces as well as parking spaces in public parking garages. The City currently has six metered parking spaces and



four non-metered parking spaces participating in the pilot car-sharing program. 10 on-street parking spaces (not necessarily the same spaces in the pilot program) and a certain number of spaces in public parking facilities will be assigned – with the specific number of spaces to be negotiated with the selected car-share provider(s).

The City will consider proposals for the use of on-street parking spaces not identified in the City's Existing Car-Share On-Street Parking Location Map (Attachment A); however, selected car-share provider(s) that propose new spaces must include a detailed analysis of (1) existing demand for the recommended location, and (2) its proximity to other alternative modes of transportation. Selected car-share provider(s) will meet with relevant City departments to agree upon a plan for parking space locations. The City is open to expansion of the program and encourages respondents to this RFP to submit a proposal outlining future expansion of car-share vehicles if warranted by sufficient demand.

To ensure that all neighborhoods in West Hollywood have access to this service, the City retains the right to determine the final location of the parking spaces.

Data Gathering and Sharing

To assess the overall effectiveness of the program and the relative success of particular parking spaces, the selected provider(s) must propose a system to monitor and provide the City with a quarterly report that must include at a minimum the following:

- Number of personal vehicles owned/leased by user;
- Number of users and relevant demographic information;
- Average number of daily trips per location;
- Trip length, including total mileage and number of trips per user;
- Primary use(s) for vehicles; and
- Map of trip destinations.

C. CITY SUPPORT

The City will assist the selected car-share provider(s) with the following:

Parking space locations and assignment

The City will work with the selected car-share provider(s) to assign 10 on-street parking spaces and a negotiated number of parking spaces in public garages, and address new spaces and/or expansion plan proposed by the selected car-share provider(s). The City will work with car-sharing models that do not depend on assigned parking locations to determine a method for management of parking spaces.

Towing of non-car-sharing vehicles from designated parking spaces

The City will provide and pay for towing services of non-car-share vehicles that are parked in car-share designated parking spaces.

Assistance with special signs/marketing

The City will assist with special signs and markings. Additionally, the City will assist in linking the car-sharing program website to the City's website.



III. CAR-SHARE PROVIDER(S) SELECTION PROCESS

A. ACCESS TO RFP

The following section outlines the submission requirements and selection process. A copy of this RFP can be downloaded from this URL:

<http://www.weho.org/city-hall/city-clerk/public-notice/rfp-rfq-bid-notice>

The RFP can also be downloaded by registering with the City's bid portal at this URL:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

B. RFP AND PROJECT SCHEDULE

RFP Released.....	October 29, 2015
RFP Questions Due	November 9, 2015
City Responses Posted	November 12, 2015
RFP Proposals Due	November 20, 2015
Interviews & Selection.....	December 2016

C. PROPOSAL QUESTIONS

There will not be a pre-bid meeting for this proposal. Any questions regarding this RFP should be posted on the PlanetBids website by **5pm on November 9, 2015**. All submitted questions and responses will be posted on PlanetBids and on the City website www.weho.org/rfp after the close of the question period on **November 12, 2015**. A special link for the RFP will be on the City Clerk's web page. No questions regarding this RFP will be answered over the phone. Proposers that contact City personnel or City Council members after the City releases the RFP and throughout the evaluation period may have their proposals disqualified from consideration.

D. PROPOSAL SUBMISSION

The proposer should mail, courier, or hand deliver five sealed proposals to the City of West Hollywood no later than **Friday, November 20, 2015 at 4:30pm** and email one digital copy (PDF of less than 10MB) of the submission to Chris Corrao at ccorrao@weho.org with the subject line "Citywide Car-Sharing Program." Proposals received after this time and date may be returned. Postmarks will not be accepted as proof of receipt. No oral, telephonic, or faxed proposals or modifications of proposals will be considered.

E. PROPOSAL DELIVERY

Proposals shall be enclosed in envelopes plainly marked with the following information:

- Proposal: Citywide Car-Sharing Program
- Name of Firm
- Name of Contact Person
- Address



- Telephone Number
- E-mail Address

The submittal shall be addressed as follows:

Attn: City Clerk
Christopher Corrao, AICP, Associate Planner
8300 Santa Monica Blvd
West Hollywood, CA 90069
Proposal: Citywide Car-Sharing Services

F. PROPOSAL SUBMISSION REQUIREMENTS

In an effort to promote waste reduction and resource conservation, submittal shall not contain plastic bindings, plastic pages, or laminated pages. Double-sided proposals are preferred; copies should be printed on recycled and/or FSC-certified paper. Please avoid superfluous use of paper (such as separate title sheets or chapter dividers and unnecessary attachments or documents not specifically requested). The proposals should include the following:

1. Cover Letter: Summarize why the car-share provider is the best firm to deliver services to the City of West Hollywood.

2. Firm Qualifications & Experience: Provide a brief overview of the firm's history, qualifications, and experience in managing municipal car-sharing programs, and a description of any special services, expertise, or abilities that the firm can utilize in the performance of the services described herein. Describe the demonstrated experience related to similar projects emphasizing the following qualifications:

- **Operations.** Car-share related operations;
- **Marketing.** Experience and capabilities in promoting new programs and services in new service areas (e.g. promotional offers, discounts, signage, and innovative digital and print marketing);
- **Customer Service.** Quality of customer service requests by members;
- **Memberships.** Experience in managing and operating a complex membership program;
- **Vehicle Management.** Proven experience with managing and maintaining vehicles;
- **Sustainability.** History of leadership and experience in sustainability and environmental stewardship;
- **Technical Operation.** Experience and qualifications for accounting, reporting, and operating basic computer software and providing complex statistical data on car-share usage and demographic profiles; and
- **Innovations.** Experience and ability to offer technical or procedural innovations that may provide the City with better service delivery.
- **Financial Stability.** History of long-term financial stability.

3. Project Leadership & Team: Designate the individual who will be the primary point person with City staff and oversee the scope of work. Describe the Project Leader's qualifications and outline their primary responsibilities.



4. Approach and Work Plan: Provide a written narrative describing the car-share provider's approach and work plan for developing, implementing, managing and operating a municipal car-sharing program. On a per-task basis, the narrative should identify the designated team member(s) responsible for managing the program. The approach and work plan should emphasize the following:

- **How System Works.** Detailed description of (1) membership system, (2) reservation process, (3) access to vehicles, (4) proposed cost/rate structure including any annual fees, (5) age requirements and restrictions on members, and (6) the type, limits and exclusions of insurance to be provided both with regard to the car-share fleet and liability associated with the use/ownership of those cars;
- **Revenue Monitoring.** How the program/revenue will be monitored to ensure compliance with the agreed parameters of the program.
- **Vehicle Types.** The variety of vehicle types, including the proposed vehicles' annual carbon emissions, the maximum age/mileage of vehicles provided to the car-sharing program, and how the routine maintenance/replacement plan will work;
- **User-Experience.** A user experience chart to explain the step-by-step process of how the program will incorporate web-based reservation/payment interfaces that are user-friendly, allowing access to the program and credit/debit card payment at all times. If residents/visitors do not have access to a credit/debit card (and can pay only with cash), RFP submittals should include information on if/how users can pay with cash;
- **Data Gathering.** How the operator and the City will share access to all program-related data and infographics on a monthly basis in a format that suits the City;
- **Location Needs.** Detailed description of proposed number of parking spaces and locations or areas parking needed for both on-street and public parking spaces. If future expansion is desired, include a detailed phasing plan;
- **Marketing.** The proposed marketing plan and strategy for promoting car-share.
- **Technical Support.** The technical support plan the car-sharing organization intends to implement, including a local office capable of handling responses within at least 30 minutes, and an up-to-date website with information available to the City.

5. References. List a minimum of three references for whom comparable services were provided to in the last five years. Include the name of the jurisdiction, name of the contact, telephone number of the contact, e-mail address of contact, brief description of the services provided, and your firm's role, including the start and completion date.

G. PROPOSAL SUBMISSION EVALUATION CRITERIA

Submitted proposals shall be evaluated using the following criteria:

- The vendor's experience and demonstrated ability to deliver high quality, innovative services;
- The vendor's proposals sensitivity to the context of West Hollywood;
- Completeness and clarity of proposal; and
- The quality of the references of the vendor.



H. FINAL INTERVIEWS AND PRESENTATION

The highest-ranked car-share provider(s) may be asked to come in for an interview. The City may choose up to three car-share providers to participate in the citywide car-share program.

All expenses incurred by the firm for participating in the interview(s) will be the responsibility of the firm. After the car-share provider(s) are selected, the Long Range and Mobility Planning Manager will initiate final contract negotiation. Final execution of the contract is subject to approval by the City Council.

I. AMENDMENTS

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. In the event the City amends the RFP, the City will extend the Proposal Due Date commensurately. The City also reserves the right to cancel or reissue the RFP.

IV. CITY DATA & RESOURCES

The following items will be provided to interested RFP applicants.

Name	Link
General Plan 2035:	http://www.weho.org/generalplan
Climate Action Plan:	http://www.weho.org/home/showdocument?id=7949
West Hollywood Zoning Ordinance:	http://qcode.us/codes/westhollywood/
Map of Permit Parking Districts	http://www.weho.org/home/showdocument?id=2337
Street Sweeping Schedules	http://www.weho.org/city-hall/city-departments/public-works/facilities-and-field-services/street-sweeping/street-sweeping-schedules

V. ATTACHMENTS

A – Map of Existing Designated Car-Share Parking Spaces

VI. SELECTED CAR-SHARE PROVIDER RULES

1. **Indemnification.** Contractor shall indemnify, defend with counsel approved by the City in its reasonable discretion, and hold harmless the City, its officers, officials, employees and volunteers from and against all third party liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor and Contractor's employees, volunteers, contractors, subcontractors, service providers' performance of work hereunder or its failure to comply with any of its



obligations contained in this Agreement, but excepting such loss or damage which is caused by the negligence or willful misconduct of the City. Should the City in its reasonable discretion find Contractor's legal counsel unacceptable, following notice to Contractor and Contractor's failure to provide alternate counsel reasonably satisfactory to the City, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. The indemnification obligations hereunder shall be subject to the City giving Contractor prompt written notice of the claim, giving Contractor sole control of the defense and settlement of the claim, and reasonably cooperating with Contractor in the defense of the claim at the Contractor's expense; provided that in no event should the City be obligated in any settlement to admit to liability. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the laws of the State of California and shall survive termination of this Agreement.

2. Insurance Requirements.

- a. Contractor, at its own cost and expense, shall procure and maintain, for the duration of the Agreement, the following insurance policies:
 - 1) Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. 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 Contractor for the City.
 - 2) General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) 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.
 - 3) Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of 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 one million



dollars (\$1,000,000) 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.

- b. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.b.1 below.
- 1) "The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such work or operations."
 - 2) This policy shall be considered primary insurance as respect to the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with this policy.
 - 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 4) Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.
 - 5) The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
 - 6) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - 7) The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the City.



- 8) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.
- c. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions. Any failure by Contractor to pay the self-insured retention does not preclude the City, as an additional insured, from satisfying the self-insured retention amount in order to trigger insurance coverage.
- d. **Certificates of Insurance.** Contractor shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. Contractor shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- e. **Failure to Procure Insurance.** Failure on the part of Contractor to procure or maintain required insurance shall constitute a material breach of contract under which the City may terminate this Agreement pursuant to Section 6 above.
3. **Relationship of the Parties.** The relationship of the parties to this Agreement is solely that of independent contractors. Neither party will have any authority to contract with third parties on behalf of the other party or to expressly or impliedly represent that it has any such authority, to any person.
4. **Assignment and Subcontracting.**
- a. Assignment. The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of Contractor. Assignments or transfers of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express consent of the City; provided, however, that Contractor may assign this Agreement to its successor in the event of a merger, acquisition or other consolidation, including without limitation, the sale of all or substantially all of its assets or stock.
- b. Subcontracting. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City; provided, however, that the City agrees and acknowledges that Contractor may use the services of third party service providers to clean and maintain its vehicles. If the City

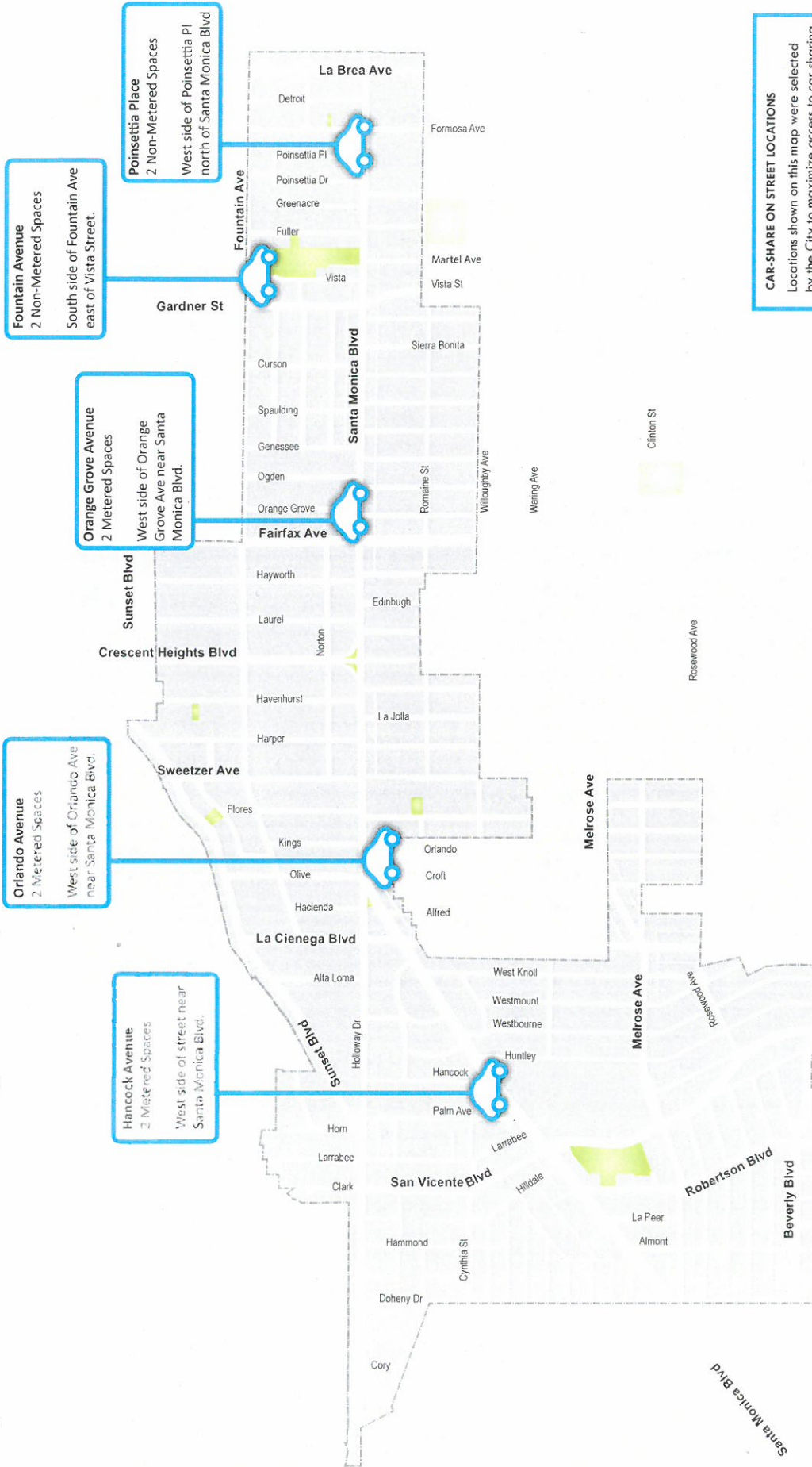


consents to such subcontract, Contractor shall be fully responsible to the City for all acts or omissions of the subcontractor and of its service providers. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor or service provider nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor or service provider other than as otherwise is required by law.

5. Compliance with Laws, Codes, Ordinances, and Regulations.

- c. Standard of Care. Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- d. Taxes. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. In the event that the City is audited by any Federal or State agency regarding the independent contractor status of Contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the City and Contractor, then Contractor agrees to reimburse the City for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- e. Workers' Compensation Law. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with applicable workers' compensation laws.
- f. Licenses. Contractor represents and warrants to the City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to the City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of West Hollywood business tax certificate.

Attachment A City's Car-Share On-Street Parking Location Map



CAR-SHARE ON STREET LOCATIONS
Locations shown on this map were selected by the City to maximize access to car sharing while recognizing that parking is a scarce resource in West Hollywood. The City may consider additional locations; however the proposer must demonstrate that sufficient demand exists to justify converting additional on-street parking to car share stations.



Not to Scale

