

Request for Proposals

Shuttle Service Operator for The Sunset Strip Entertainment Shuttle Pilot Program



Department of Human Services and Rent Stabilization
City of West Hollywood

Deadline to Submit Proposals
Monday, October 16, 2017

**SHUTTLE OPERATOR FOR
THE SUNSET STRIP ENTERTAINMENT SHUTTLE
PILOT PROGRAM
REQUEST FOR PROPOSAL (RFP)**

The Department of Human Services and Rent Stabilization of the City of West Hollywood is seeking proposals from qualified shuttle operators to provide vehicles and drivers for the Sunset Strip entertainment shuttle service, a pilot program recently approved by the West Hollywood City Council. The successful operator will be awarded a 9-month contract with the possibility of two (2) one-year options to renew.

TABLE OF CONTENTS

1. Introduction
2. Background
3. RFP Schedule
4. Scope of Work
5. Cost and Fees
6. Payment Schedule
7. Evaluation and Selection Process
8. Term of Agreement
9. RFP Submission Requirements
10. Instructions for Submittal of Proposals
11. Insurance and Contract Requirements

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 in the city.

Approximately 40% of the City’s residents are gay or lesbian, 10% are Russian-speaking immigrants, and close to 20% are seniors. 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, has 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 Carnival 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 along Sunset Boulevard with a connection to Melrose Avenue and Santa Monica Boulevard. The shuttle would operate on a roughly 6 mile fixed route, with 23 approved stops along the route. Program hours would be from 7:00 p.m. to 3:00 a.m. Fridays and Saturdays. Please note that this is a pilot program. Should the program be unsuccessful or funding is eliminated or needed for other purposes, the City may elect to suspend the program at the end of the pilot period.

3. RFP SCHEDULE (subject to change):

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

a. Release of RFP document	September 11, 2017
b. Any Clarifying Questions Due	September 25, 2017
c. Deadline for Proposers' Response	October 15, 2017
d. Site visits/Interviews if needed	November 6, 2017
e. Vendor Selection and Notification	November 9, 2017
f. City Council Approval of Contract	December 4, 2017
g. Contract Start Date	January 1, 2018
h. Service Start Date	March 2, 2018

4. SCOPE OF WORK:

The City of West Hollywood ("**CITY**") is seeking a qualified shuttle service provider to provide vehicles and drivers to operate an entertainment trolley service along the Sunset Strip as shown in the map called "Exhibit A." These services shall commence on March 2018.

The vehicle type that the **CITY** is looking to use for this program is a road-trolley. Applicants are encouraged to submit fleet options with pricing for the **CITY's** consideration. These fleet options need to meet the requirements set forth in this RFP and accommodate a minimum of 20 riders inclusive of ADA requirements. Note that preference will be given to vehicles using alternative fueling sources to gasoline.

4.1 Service Operations:

The **CONTRACTOR** shall operate three trolley-style vehicles. The service's

route, which runs along Sunset Boulevard with stops between Fairfax Avenue and Doheny Drive and provides a connection to Melrose Avenue and Santa Monica Boulevard. **CONTRACTOR** shall maintain twenty minute headways and stop at the service's designated stop locations. Exhibit A illustrates the service's route and stop locations.

Shuttle hours of operation are 7:00 p.m. through 3:00 a.m. on Fridays and Saturdays ("Regular Service Hours"). Exhibit B details the number of service hours to be provided by the **CONTRACTOR** during the pilot period.

The **CONTRACTOR** shall be responsible for the operation 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 ongoing training programs for all service employees who are working on the entertainment shuttle project. At a minimum, training shall include ADA lift and secure training, cultural sensitivity training, and defensive driver training.

4.1.2 Non-Scheduled Stops:

Vehicles used for the Sunset Strip entertainment shuttle 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** does not require that the spare vehicle be identical to the other three vehicles in regular service; however, the spare vehicle shall be similar in appearance so as not to confuse ridership.

4.1.4 Vehicle Operators:

Vehicle operators will work on a schedule that ensures a consistent 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.

4.1.5 Vehicle Operator Wages:

Vehicle Operator wages shall start at \$17.50 per hour exclusive of benefits. Salaries may exceed the starting hourly rates, and annual CPI increases shall be incorporated into the salary structure.

4.1.6 Employee Medical Insurance:

CONTRACTOR shall provide to each employee whose compensation is derived in whole or in part from CITY funds under and pursuant to this Agreement, a policy of medical insurance coverage or a stipend to be used for payment of personal medical insurance. The amount of stipend or description of coverage must be described in the proposal.

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** 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. Sensitivity and awareness of the LGBT 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 with minimal impact to scheduled service when possible. This may include providing relief drivers and should be accounted for in the cost proposal if necessary.

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 vehicle type that the **CITY** is looking to use for this program is a road-trolley. Applicants are encouraged to submit 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.

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 one (1) wheelchair passenger at any time.

4.6.3 Compatibility with AVL and Video/Audio monitoring systems:

All vehicles used for shuttle service must be able to support the installation of common hardware used by standard AVL service providers (e.g. NextBus). Vehicles shall also allow for the installation of video and audio monitoring systems for public transit systems (e.g. Smart Ride).

4.6.4 Vehicle Inventory:

CONTRACTOR shall provide the **CITY** a detailed inventory of the three (3) primary vehicles to be used for the shuttle services required herein as well as the one (1) spare vehicle that is not required to be identical to the three primary vehicles, but should be similar in appearance. Said inventory list shall include the Vehicle Identification Number, month and year of chassis manufacture, make, model, wheelchair capacity, seated capacity with one (1) wheelchair position in use, maximum seated capacity, description of wheelchair accessibility features (ramp, lift, securing system).

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 signage provided by the **CITY**. This signage shall consist of a full vehicle wrap. 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. 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 branding for the Sunset Strip entertainment shuttle as instructed by the **CITY**. In addition, primary vehicles shall have interior signage approved by the **CITY** stating; "For Service Comments, Contact 323-848-6454"

All **CITY** identifying signage shall be removed when vehicles are not in use for the City of West Hollywood 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 one (1) wheelchair.

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 thirty (30) calendar 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 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.

4.7.3 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.

4.8 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 an authorized 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 hours/days during the contract period. The **CITY** will work together with the **CONTRACTOR** to plan for any scheduled service hour or day changes and provide proper written notice to the **CONTRACTOR** in advance.

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**. 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 Sunset Strip entertainment shuttle 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;
- 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.

4.18 Performance Standards and Liquidated Damage Charges:

Upon award of the service contract, it will be agreed by the parties that strict adherence to the schedule of operations in rendering the public

service, called for by these specifications, is of the essence. The CONTRACTOR shall abide by the performance standards stated herein and shall be liable for the stated liquidated damage charges in the event of their breach. Liquidated damage charges may be waived at the discretion of CITY. Any liquidated damage charges imposed or other assessments may be deducted from CONTRACTOR's invoice for services. In addition to any liquidated damage remedy, CITY reserves the right to terminate the Agreement for any reasonable cause, especially for failure to maintain performance standards.

Specific performance standards and the assessments that will be imposed for non-performance are listed below.

On-Time Performance: CONTRACTOR shall be on time for all trips. CONTRACTOR shall have all shuttles staged and ready to start service (5) minutes before start of each service day.

1. Non-performance: Starting service ten (10) or more minutes later than the scheduled departure time published in the driver trip sheet. Penalty: \$100.00 shall be assessed for each late departure.
2. Non-performance: Departing a shuttle terminus stop before the scheduled pick-up time at that location. Penalty: \$100.00 shall be assessed for each early departure.
3. Non-Performance: loss of service for greater than 30 minutes, and shall be deducted from any invoices submitted by the CONTRACTOR. Penalty: \$100.00 shall be assessed for each time service is interrupted for more than 30 minutes.

Vehicle Maintenance: CONTRACTOR shall maintain vehicle equipment in proper operating condition.

Non-performance: Schedules that operate using a vehicle with a cracked windshield, inoperative safety devices, inoperative heater/air conditioner, illegal tire tread or other significant defects are unacceptable. Penalty: \$250.00 per day shall be assessed.

Safety Standard: CONTRACTOR shall maintain all vehicles used in CITY Service in compliance with all applicable federal and state safety standards.

Non-performance: In the case that the vehicle operating authority falls under the California Public Utilities Commission (CPUC), and if the CPUC revokes the permits to operate the vehicles in this Service, as a result of unsatisfactory inspection ratings by the CHP, they shall not operate. Penalty: \$500.00 per vehicle per day. Penalty shall be assessed until a satisfactory inspection report is obtained.

Vehicle Appearance: CONTRACTOR shall maintain the upkeep and cleanliness of all vehicles.

1. At a minimum, interiors shall be swept, mopped and wiped down daily, including the driver and dash areas.
2. At a minimum, exteriors shall be washed weekly with more frequent washings as required during periods of rainy weather, including polishing of windshields and cleaning of wheels.
3. At a minimum, all vehicles shall be completely detailed twice a month including, but not limited to, the driver's area, dashboard, windows, ceiling, walls, floors and seats.

Non-performance: A vehicle that has not been cleaned as described above. Penalty: \$150.00 per day will be assessed.

Vehicle Signage: CONTRACTOR shall ensure that the vehicle displays the required signage appropriately on the vehicle.

1. Non-performance: Vehicles that operate without the proper signage. Penalty: \$100 per day without the proper signage will be assessed.
2. Non-performance: Vehicles that operate with improperly placed signage. Penalty: \$100 per day with the improperly placed signage.
3. Non-performance: Vehicles that operate service unrelated to Sunset Strip entertainment shuttle while displaying signage and/or logos that reference Sunset Strip entertainment shuttle. Penalty: \$500 will be assessed per vehicle per incident

Vehicles – Emissions Compliance: All vehicles used to provide Sunset Strip entertainment shuttle service shall comply with the vehicle type, fuel requirements, and emissions standards required by the California Air Resources Board (CARB) at all times.

1. Non-performance: The use of non-compliant vehicles for Sunset Strip entertainment shuttle at any time during the contract period will result in penalties to the CONTRACTOR. Penalty: \$500 per day that the non-compliant vehicle operates.

Report Submissions: CONTRACTOR must submit all reports required by CITY, as listed in the Scope of Work, by the date established by CITY at the onset of the contract.

1. Non-performance: Submitting required reports beyond the deadline for submission. Penalty: Withholding payments of CONTRACTOR's monthly invoices until reports are received by CITY.

2. Non-performance: Deliberately reporting falsified information on a report submitted to CITY. Penalty: Withholding payments of CONTRACTOR's monthly invoices until accurate information is received by CITY.

4.19 Personnel Performance Standards:

Regularly assigned operators or a fully-trained backup must be available at all times to ensure consistent and reliable service. All personnel are responsible for knowledge of the service design, including the routing and stops, access to major attractions and popular business destinations and regional transit service connections. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints and operational problems to project management staff.

4.20 Management Meetings:

Upon contract award, monthly management meetings will be held between the City project manager and the Contractors staff to review the previous month's data and reports, exchange information to coordinate service effectiveness, and resolve any pending issues affecting the provision of service.

5. COST AND FEES:

The CITY will pay the CONTRACTOR based on the costs contained in the submitted cost proposal, but not to exceed the budget approved by the CITY, for the complete and satisfactory performance of the terms and conditions of this Agreement for the period agreed upon.

CONTRACTOR Invoice

The CONTRACTOR will submit claims for payment with documentation thereof in the form and number required by the CITY within the time specified by the CITY. Upon receipt of the invoice, CITY staff will promptly review and approve the CONTRACTOR's request for payment and will submit the invoice to accounting for payment. The CITY makes payments every two weeks according to an AP schedule and within thirty (30) business days of receipt of the invoice for payment. If any further information or any corrections are required, the review period will be extended until such information has been received and corrections have been made. Payments to the CONTRACTOR may be withheld by the CITY if the CONTRACTOR fails to comply with the provisions of this Agreement.

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 who 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 9-months with the possibility of two one (1) year renewal options upon 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:

- Proposals must be straightforward, concise, and provide “layperson” explanations of technical terms that are used.
- Emphasis must 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.
- Proposals must be typed using a 12-point font size.
- Margins must be set at one (1) inch on all sides.
- Page numbers should be located in the header of each page.
- Provide one unbound original and three bound copies.

Proposal sections must be in the following order and included in the bidder’s response:

A. Cover letter

A cover letter, not to exceed two pages in length, must contain the following elements:

1. State the address and telephone number of the contractor’s office nearest to West Hollywood and if not the same, the office from which the project will be managed.
2. State the person to be contacted for more information during the proposal consideration period.
3. The letter must stipulate that the proposal price will be valid for a period of at least 180 days.
4. Summarize key elements of the proposal.
5. The letter must be signed by a person who is authorized to bind the contractor.

B. Background and Project Summary

The summary should describe your understanding of the route, the work to be done and the objectives to be accomplished. Refer to Scope of Work in this RFP.

C. Qualifications and Experience

Describe your organization's history, ownership, legal status, mission and structure. List similar contracts you currently hold, or have had in the past, including length of time these services were provided. Demonstrate that you meet the requirement of five years operating a similar service. State any special experience or resources that enhance your qualifications for this contract.

Provide at least two Southern California references that received similar services from your firm. Include:

- Client name;
- Project description;
- Project start and end dates; and
- Client project manager name, telephone number and e-mail address.

D. Operation of Proposed Service

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP.

1. **Implementation plan.** Describe in detail your plan for providing the service described in the RFP. Include:
 - the number of vehicles;
 - description of staffing;
 - daily, weekly and monthly procedures;
 - operational policies;
 - vehicle maintenance operations; and
 - location at which vehicles will be housed when not operating as Sunset Strip entertainment shuttle.
2. **Management plan.** Describe in detail your plan for management of the contract. Include:
 - Who will be responsible for coordination with the City of West Hollywood;
 - How scheduling of staff, routes and servicing will be coordinated;
 - How supervision and training of staff will occur on a daily and monthly basis;

- How responsibility for consistency and accuracy of required record-keeping will be maintained;
 - Procedures and systems for financial accounting;
 - Responsibility, procedures and schedule for monthly billing and reporting;
 - Methods to be used for ensuring continuing service during mechanical difficulties or breakdowns that affect the program during or before/after shuttle operating hours; and
 - How the operator will remain in contact with the **CITY**'s project manager(s) during shuttle operating hours.
3. **Staffing plan.** Describe the staff positions that will be assigned to the implementation and management of this contract. Include:
- Position titles;
 - Number of positions proposed;
 - Qualifications and licenses required for each position;
 - Recruitment, selection, pre-employment screening and training;
 - Supervision and evaluation of staff;
 - In-service training plan; and
 - Compliance with minimum wage requirements.
4. **Client satisfaction plan.** Describe how your company will meet the requirements of the Scope of Work, including the unique needs of the City of West Hollywood. Include:
- How you will manage disruptive behavior;
 - How you will facilitate ridership by individuals living with disabilities; and
 - How you will obtain rider satisfaction feedback.

E. Inventory of proposed vehicles

Provide a description of the proposed fleet, or fleet options, and describe how the proposed fleet or each option meets the **CITY**'s requirements:

- The fleet shall include at least three primary vehicles and one spare vehicle for substitution during maintenance and repair periods, or when a vehicle breaks down during service.
- The vehicles shall be a "road-trolley" style.
- The vehicles shall accommodate a minimum of 20 riders, inclusive of ADA requirements.
- The vehicles shall be wrapped with a branded design approved by the **CITY**.
- Vehicles using alternative fueling sources will be given preference.
- Vehicles must be able to accept installation of common hardware used by standard AVL service providers (e.g. NextBus) and video and audio monitoring systems for public transit systems (e.g. SmartRide).

Provide an inventory of the proposed vehicles, including:

- Vehicle Identification Number;
- month and year of chassis manufacture;
- make and model;
- wheelchair capacity;
- seated capacity with one (1) wheelchair position in use;
- maximum seated capacity;
- description of wheelchair accessibility features (ramp, lift, securing system);
- fueling source; and,
- 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 x7.

F. Proposal Forms

All information requested on Proposal Forms I, II, III and IV must be provided according to the following instructions to be considered a responsive bid. Proposals shall be accompanied by the statement of an individual authorized to bind the offer, to the effect that all work shall be performed for the quoted prices, which will become the fixed price upon completion of contract negotiations.

- **Proposed Costs:** The cost components of service must be identified according to the specifications as provided in Form II. The methods used to compute the proposed operating costs for service must be attached to Form II. *Calculations on Form II must include total costs to the bidder for project services.* Cost proposals shall describe:
 - a) Hourly operating rates covering all associated operational costs including, but not limited to, labor, supervision, training facility and any other necessary costs.
 - b) Total project budget accounting for anticipated level of service and operating hours for the proposed project period.

10. INSTRUCTIONS FOR SUBMITTAL OF 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.

- **Number of Proposals**

Submit one (1) unbound original and three (4) bound copies (a total of five copies) of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. **In addition to the printed proposals, complete proposal package must be submitted in PDF file format.**

- **Submission of Proposals**

Complete written proposals must be submitted by the end of the business day on Monday, October 16, 2017 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: Sunset Strip Entertainment Shuttle Operator RFP

- **Inquiries**

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

Francisco Gomez, Transportation Program Administrator
fgomez@weho.org

Last day for clarifying questions is September 25, 2017.

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 five million dollars (\$5,000,000) 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 five million dollars (\$5,000,000) 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.

PROPOSAL FORMS

RFP CHECKLIST

- Three original hard copies and one .pdf file of proposal package
- Signed FORM I: Cover Sheet and Bid Certification (Sealed)
- FORM II: Cost Components and separate Cost Justification Page (Sealed)
- Proposal Narrative
- FORM III: Statement of Applicant Eligibility
- Form IV: Client List
- RFP Checklist

FORM I: COVER SHEET AND BID CERTIFICATION

Organization Name: _____

Address: _____

City, State, Zip Code: _____

Name & Title of Authorized Representative: _____

Representative's Telephone Number and Email Address: _____

BID: The undersigned being cognizant of the pages, documents, and attachments contained herein agree to provide the City with the services described in the bid specifications. Form II is considered the bid cost proposal. The stated bid shall be firm for a period of 180 days from the date shown below.

Authorized Signature

Date

FORM II: COST COMPONENTS

Hourly Rate Cost Components	March-August 2018
1. Operating Costs (Describe below)	
2. Maintenance	
3. Administration	
4. Facility	
5. Profit	
6. Other Costs (Describe below)	
7. Total Cost	
8. Vehicle Revenue Service Hours	(1,590 minimum)
Hourly Rate (Line 7 divided by line 8)	

9. Start Up Costs

10. Fuel Costs

11. Total Proposal
(total, lines 7+9+10)

Hourly Rate Cost Components	March-August 2018
1. Operating Costs (from Line 1)	
A. Driver Wages	
B. Benefits/Payroll	
2. Other Costs (from Line 6)	
A. Liability Costs	
B. Other (describe)	
C. Capital/Interest	

FORM III: STATEMENT OF APPLICANT ELIGIBILITY

Declaration of Non-Collusion: The undersigned certifies under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to himself any advantage over other bidders.

Proposer's Representation: In submitting a proposal, the CONTRACTOR affirms that he or she is familiar with all requirements of the RFP and has sufficiently informed himself or herself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment or facilities called for in this RFP; that he or she has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the CONTRACTOR and are a complete statement of his or her prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required.

The applicant represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, gender, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

The applicant is in compliance with the City's ordinance prohibiting discrimination on the basis of sexual orientation.

The applicant is in compliance with the City's ordinance prohibiting discrimination against persons living with HIV/AIDS.

The applicant is in compliance with Civil Rights Act guidelines encouraging employment of minorities, women, and persons living with disabilities.

The applicant is in compliance with the Americans with Disabilities Act (ADA).

The applicant will develop a policy which addresses termination of clients for cause, or will agree to comply with the suggested City policy.

The applicant must implement an accounting system which complies with the City's Contracting and Accounting Handbook.

The applicant will comply with the City's LIVING WAGE ORDINANCE, No. 97-505 & 07-3546. EQUAL BENEFITS ORDINANCE, No. 03-662

The applicant represents that it does not support the Arab League boycott of Israel.

Form III, page 2

The 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 the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of the Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of the Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of the Agreement who has such incompatible interest or obligation.

Under penalty of perjury, I declare that the above statements are valid and correct.

Authorized Signature

Date

Name & Title

FORM IV: CLIENT LIST Provide at least two (2) 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:

1. Firm Name: _____
Street: _____
City, State, ZIP _____
Contract Person: _____
Phone/E-Mail _____

Project Description:

Length of Service: Month/Year _____ to Month/Year _____

2. Firm Name: _____
Street _____
City, State, ZIP _____
Contract Person: _____
Phone/E-Mail _____

Project Description:

Length of Service: Month/Year _____ to Month/Year _____

3. Firm Name: _____
Street _____
City, State, ZIP _____
Contract Person: _____
Phone/E-Mail _____

Project Description:

Length of Service: Month/Year _____ to Month/Year _____

EXHIBITS

EXHIBIT A

Exhibit A Sunset Strip Entertainment Shuttle Route and Stops



Legend

- Red hexagon: Stop Locations
- Blue line: Route

EXHIBIT B

Sunset Strip Entertainment Shuttle March-August 2018 Service Plan

Days and Hours of Service				
Service Day	Number of Service Days	Revenue Hours/Day	Travel Time/Day	Total Hours
Friday	27	24	6	810
Saturday	26	24	6	780
Total				1,590