



**REQUEST FOR PROPOSAL (RFP)
CITY OF BEVERLY HILLS
DEPARTMENT OF PUBLIC WORKS &
TRANSPORTATION PARKING SERVICES DIVISION
345 FOOTHILL ROAD
BEVERLY HILLS, CALIFORNIA 90210**

**LEGAL NOTICE – REQUEST FOR PROPOSALS
PROPOSAL NUMBER: 13-30**

The City of Beverly Hills (the "City") hereby requests sealed proposals for the services set forth herein, subject to all conditions outlined in this Request for Proposal (the "RFP") package, including:

- SECTION 1: NOTICE INVITING PROPOSALS**
 - SECTION 2: INSTRUCTIONS TO PROPOSERS**
 - SECTION 3: SPECIAL REQUIREMENTS**
 - SECTION 4: GENERAL SPECIFICATIONS**
 - SECTION 5: SPECIFICATIONS**
 - SECTION 6: PERFORMANCE CRITERIA**
 - SECTION 7: PROPOSAL FORMAT AND REQUIREMENTS**
 - SECTION 8: PROPOSAL EVALUATION AND SELECTION**
 - SECTION 9: PAYMENT PROCEDURES**
 - SECTION 10: PROPOSER'S CHECK LIST**
 - SECTION 11: SIGNATURE PAGE AND LEGAL STATUS**
 - SECTION 12: ADDITIONAL FORMS**
- APPENDIX**
- FORM A Proposed Compensation**
 - FORM B Proposed Operating Budget (Excel File)**
 - FORM C Proposed Start-up Budget**
 - FORM D Proposed Hourly Rate for Personnel (as needed)**
 - FORM E Proposed Hourly Rate for Annenberg Valet Services**
- EXHIBITS**
- EXHIBIT A Parking Services Agreement**
 - EXHIBIT B: Beverly Hills Ambassador Program**
 - EXHIBIT C: Maintenance Agreement with Montage Hotel**
 - EXHIBIT D: 450 Crescent Parking Operations Plan**

SECTION 1: NOTICE INVITING PROPOSALS**1. Notice Inviting Proposals**

- a. **Date of Request: March 15, 2013**
- b. **Proposal Number: 13-30**
- c. **Description: Operation of Certain Beverly Hills Public Parking Facilities**
- d. **Question Due Date: March 28, 2013 at 5:00 PM**
- e. **Response to Questions: April 8, 2013**
- f. **Proposal Due Date: April 18, 2013 at 2:00 PM**
- g. **Notify Finalists: April, 26, 2013 (2 to 3 Firms will be short-listed)**
- h. **Finalist Interviews: April 29 – May 3, 2013**
- i. **Obtaining Proposal Documents:** A copy of the RFP package may be downloaded from the City's website at www.beverlyhills.org or may be requested from Walker Parking Consultants at phill.schragal@walkerparking.com.
 - i. **Additional Documents:** Copies of the Municipal Memorandum of Understanding regarding Bargaining Unit Rights and fact sheets that contain pertinent information with regard to the locations included in this RFP are available on the City's website www.beverlyhills.org. Please refer to link for "Doing Business – Vendor and Proposal Information."
 - ii. **Due Date and Location for Submittals:** Sealed proposals will be received during normal business hours at any time prior to the proposal due date and time at the following location:

Office of the City Clerk
City of Beverly Hills
455 North Rexford Drive, Room 190
Beverly Hills, CA 90210
Re: Proposal Number: 13-30
- j. Proposals will be opened at the time stated in the Office of the City Clerk or as otherwise posted. Proposals that arrive after the specified proposal opening time, including mailed proposals delivered after the specified proposal opening time, will not be accepted; regardless of the time postmarked or otherwise indicated on the envelope. All proposals must be in writing and must contain an original signature by an authorized officer of the firm. Electronic proposals (e.g. telephonic or PDF format) are not acceptable. Proposals will clearly contain the following language on the outside of the sealed envelope in which they are submitted:

Proposal for the Operation of Certain Beverly Hills Public Parking Facilities

- k. **Pre-Proposal Conference Date and Location:** A mandatory pre-proposal conference will be held on Tuesday March 26, 2013 at 9:00 AM. The conference will commence at the following location:

City of Beverly Hills
Department of Public Works and Transportation ("DPWT")
345 Foothill Road
2nd Floor Conference Room
Beverly Hills, CA 90210

Note: Proposers are required to RSVP via e-mail their intent to attend the conference. E-mail should include the number of attendees that will attend for each Proposer, send to: phill.schragal@walkerparking.com.

- l. **Proposal Security:** Each proposal shall be accompanied by a proposal security in the form of a cashier's check, certified check or proposal bond in the amount of \$5,000.00. All cashier's checks or certified checks must be drawn on a responsible U.S. bank and made payable to the City of Beverly Hills. Proposal bonds must be issued by a bonding company licensed to do business in the State of California. Proposals not accompanied by the required proposal security will be rejected. Cash or personal and company checks are not acceptable.

If the proposer (the "Operator") to whom the Contract is awarded shall for fifteen (15) calendar days after such award fail or neglect to enter into a Contract or fail to file with the City all required bonds and other documents, if any, the City shall consider that Operator to be in default, and the City will deposit in its treasury the security, which under no circumstances will be returned to the defaulting Operator. The City shall return security checks to each unsuccessful Operator once the successful Operator enters into a Contract with the City.

- m. **Insurance:** Upon award of contract, Operator shall file certificates of insurance evidencing coverage as specified in the proposal documents and in a form acceptable to the City. Certificates shall be on the City's standard proof of insurance form or on another form acceptable to the City.
- n. **Contact Person:** Walker Parking Consultants is acting as the City's advisor on the RFP; all substantive questions should be submitted in writing to Phill Schragal, Walker Parking Consultants at phill.schragal@walkerparking.com. A copy of all questions submitted and a written response to each question (Addendum) will sent via e-mailed to parties that obtain a proposal package.
- o. **Submittals:** Proposals must be submitted with one signed original and five duplicates copies. Additionally, an electronic PDF copy should be sent to the following people: minga@beverlyhills.org and phill.schragal@walkerparking.com
- p. **Proposal Approval:** Proposals are subject to final review and approval by the City Attorney and City Council, and may be amended where appropriate. Moreover, the following shall apply to all proposals received by the City:

By submitting a response, prospective Operators waive the right to protest or seek legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to the following: i) select and negotiate with any number of qualified finalists, ii) issue written notice to all participants of any changes in the proposal submission schedule and/or scope of work, should the City determine in its sole

and absolute discretion that such changes are necessary, iii) request additional information from any Operator, iv) reject any and all proposals, and iv) waive any informality or irregularity in any proposal.

The act of submitting a proposal is a declaration that the Operator has read the RFP and understands all the requirements and conditions. Incomplete proposals, which do not conform to the requirements specified herein, may not be considered.

Issuance of this RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by Operator in the preparation of proposals for the subject services. The City retains the right to award parts of this contract to several Operators, to not select any Operators, and/or to re-solicit proposals.

SECTION 2: INSTRUCTIONS TO PROPOSERS

2. Instructions To Proposers

- a. **General Proposal Requirements.** To be considered, an Operator must follow the format presented in this document. Proposals shall be binding and firm and may be withdrawn before proposal opening date; however, no proposal may be withdrawn after proposal opening date.
- b. **Proposer Must Make Thorough Investigation.** It is the Operator's responsibility to examine the proposal documents and fully acquaint itself with any plans and/or specifications and the nature of the work to be done. Operator shall have no claim against the City based upon ignorance of the nature or requirements of the project, misinterpretation of site conditions or misunderstanding of the specifications or other Contract provisions. Once the award has been made, failure to have read all of the conditions, instructions and Contract Documents will not be cause to alter any term of the Contract or provide valid grounds for the Operator to seek additional compensation.
- c. **Acceptance of Conditions.** By submitting a proposal, each Operator expressly agrees to and accepts the following:
 - i. All parts of the Instructions and Specifications shall be part of the Contract between the selected Operator and the City.
 - ii. Either before or after the proposal opening date, City may require whatever evidence it deems necessary relative to the Operator's financial stability and ability to complete this project.
 - iii. City reserves the right to request further information from an Operator, either in writing or orally to establish any stated qualifications.
 - iv. City reserves the right, in its sole discretion, to judge an Operator's representations and to determine whether the Operator is qualified to undertake the project pursuant to the criteria set forth herein. Operator, by submitting a proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the Operator is qualified to perform the project will be final, binding and conclusive.
 - v. City reserves the right to reject all proposals, waive any irregularity in any of the proposals, cancel or delay the proposal opening date at any time.
 - vi. This RFP process does not commit the City to award any contract and the City is not liable for any costs incurred by an Operator in the preparation and submission of their proposal.
- d. **Truth and Accuracy of Representation.** False, incomplete or unresponsive statements in connection with a proposal may be sufficient cause for rejection of a proposal or an Operator.
- e. **Withdrawal of Proposals.** Operator may withdraw a proposal at any time prior to proposal opening; no proposal may be withdrawn after proposal opening date.
- f. **Changes to Proposal Documents.** City reserves the right to change any part of the proposal package at any time prior to the proposal opening. Any changes shall be in the form of addenda, which will become a part of the proposal documents and Contract. Addenda will be made available to each Operator; moreover, an

Operator's failure to address the requirements of any addendum may result in that proposal being rejected as non-responsive. If the City determines that a time extension is required for the submission of proposals, an addendum will provide the new proposal opening date.

- g. Notice Regarding Disclosure of Proposal Contents.** All proposals accepted by the City shall become property of the City. Upon opening, all proposals shall become a matter of public record and be regarded as public, with the exception of those elements of each proposal that are identified by the Operator as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a proposal which an Operator desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) will not be sufficient and will not bind the City in any way whatsoever. Nonetheless, if disclosure is required under the California Public Records Act (despite proposer's request for confidentiality), the City will not in any way be liable or responsible for disclosure of any such records or part thereof.
- h. Proposals Other than "Lump Sum" Proposals.** Proposals calling for other than a "lump sum" total proposal may be awarded by single item, by groups of items, or as a whole, as the City deems to be in its best interests.
- i. Prices in Proposal.** Prices quoted in the proposal must be firm for a period of not less than ninety (90) days after the proposal opening date. The prices for any services expressed herein shall be deemed to be inclusive of the services provided.
- j. Assignment.** Operator shall not assign the Contract in whole or in part without express prior written consent of the City. Any such consent given by the City will neither relieve the Operator from its obligations nor change any term of the Contract.
- k. Errors and Omissions.** Operator will not be allowed to take advantage of any errors or omissions in the proposal documents. Full instructions will be given if any error or omission is discovered and timely called to the attention of the City.
- l. Taxes.** Operator's price proposal shall include all federal, state, local and other taxes.

SECTION 3: SPECIAL REQUIREMENTS

3. Special Requirements

- a. All forms (and their instructions) that an Operator must complete to establish compliance with City requirements should be considered an integral part of the Specifications. Failure to complete any of them shall be grounds, in the sole discretion of the City, for rejection of that proposal or Operator.

i. Affirmative Action Policy in Contracting. The City of Beverly Hills is an equal opportunity employer. Qualified firms owned by women, minorities and disabled persons are encouraged to submit proposals. Operators expressly agree to comply with City ordinances and regulations concerning Equal Opportunity Employment and Affirmative Action principles. Operator and every supplier of materials and services shall be an Equal Opportunity Employer as defined by Section 2000(E) of Chapter 21 of Title 42 of the United States Code and Federal Executive Order number: 11375, and as such shall not discriminate against any person by reason of race, creed, color, religion, age, sex or physical handicap with respect to the application for employment, hiring, tenure, or terms or conditions of employment of any person.

ii. Affidavit of Non-Collusion by Operator. City requires that each Operator complete, execute and submit to the City with its proposal an Affidavit of Non-Collusion.

iii. Requirement for Acceptance of Sureties.

1. The surety on any bond or undertaking shall be a corporation authorized by the Insurance Commissioner of the Department of Insurance of the state to transact surety business in the state; and
2. There must be on file with the City Clerk of Beverly Hills or submitted with the bond, a copy, duly certified by the proper authority and attested by the seal of the corporation, of the transcript or record of appointment entitling or authorizing the person or persons purporting to execute an undertaking or bond for and on behalf of such corporation to act in the premises.

SECTION 4 - GENERAL SPECIFICATIONS

4. General Specifications

- a. **Sample Contract.** A sample Management Agreement (the "Agreement") the successful Operator shall enter into with the City is attached hereto as **Exhibit A** and by this reference incorporated herein and made a part of these General Specifications.
- b. **Scope of Work.** The Scope of Work is provided in **Section 5 (d)**
- c. **Compliance with Labor Laws.** Operator shall comply with and adhere to all applicable labor laws.
- d. **Contract Bonds.** The Operator to whom a Contract is awarded shall file with the City a Payment Bond in a form acceptable to the City, in the amount equal to the amount of the first year's budget before execution of the Contract. The Operator to whom a Contract is awarded shall file with the City, a Performance Bond in a form acceptable to the City, in the amount equal to the amount of the first year's budget. The term shall be deemed to mean the total Contract "not to exceed" amount consisting of the base proposal stated in the Operator's proposal.
- e. **Liability Insurance.** Operator shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Operator, his agents, representatives or employees pursuant to Operator's proposal or any subsequent contract. Insurance will be of the type, in the amounts and subject to the provisions described below.
 - i. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/85), with a limit of not less than \$2,000,000 (Two Million Dollars) per occurrence. If the insurance includes a general aggregate limit, that limit will apply separately to this contract or it will be at least twice the required per occurrence limit.
 - ii. Business Automobile Liability insurance at least as broad as Insurance Services office form CA 0001 (Ed. 1/87), covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88), with a limit not less than \$1,000,000 (One Million Dollars) per accident.
 - iii. Garage Keepers Legal Liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or will be at least twice the required per occurrence limit.
- f. **Workers Compensation** Insurance as required by the State of California and employers liability insurance with a limit not less than \$1,000,000 (One Million Dollars) per accident.

g. Evidence of Coverage:

- i. Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Operator shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form or on another form acceptable to the City.
- ii. Operator shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.
- iii. During the term of this agreement, Operator shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and will be provided on the City's standard proof of insurance form or on another acceptable form.
- iv. Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and will be cause for forfeiture of the Operator's proposal security, if applicable.
- v. In the event Operator does not maintain current, valid evidence of insurance on file, City may, at its option, withhold payment of any moneys owed to Operator, or which it subsequently owes to Operator, until proper proof is filed.
- vi. All insurance coverage shall be provided by insurers with a rating of B+ or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.
- vii. Each insurance policy shall be endorsed to state that coverage will not be suspended, voided or canceled and will not be reduced in coverage or limits except after 30 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.
- viii. All liability coverage shall name the City, its City Council and every officer, agent and employee of City as additional insured's with respect to work under this proposal or any subsequent contract.
- ix. Operator's insurance and any insurance provided in compliance with these specifications shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.
- x. Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.
- xi. Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer will reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Operator will procure a bond guaranteeing payment of losses and expenses.
- xii. In the event that Operator does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required

insurance coverage at Operator's cost, and the City may deduct all such costs from moneys the City owes to the Operator or from moneys which it subsequently owes to the Operator.

- h. Indemnification.** The Operator agrees to indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, and employee of the City, from any liability or financial loss including, without limitation, attorney's fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Operator, or any person employed by Operator, including agents and independent Operators, in the performance of this proposal. The City will not indemnify Operator, and such requests may be deemed non-responsive.
- i. License and Permits.** Except as provided herein below, the Operator shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation. For information concerning business licenses required under the Beverly Hills Municipal Code, contact the Beverly Hills Finance Department at (310) 285-2427.
- j. Changes to the Work.** City shall by written notice, initiate any change within the scope of the Contract. If Operator desires to make any change, Operator must submit a written request for that change to the City, but Operator shall make that change only upon written order of the City.
- k. Termination of Work.**

 - i.** Upon notice to Operator, City may terminate the work or any part thereof immediately for cause, without any prior notification to Operator.
 - ii.** City may terminate the work or any part thereof without cause, upon thirty (30) days prior notice to Operator.
 - iii.** Upon termination of the Contract in whole or in part, City shall pay Operator subject to all provisions of the Contract, for all work completed prior to the date of termination.

SECTION 5: SPECIFICATIONS

5. Specifications

Statement of Purpose - Pursuant to the terms and conditions outlined in this RFP and the Agreement (**Exhibit A**), Operator shall assume primary and complete responsibility for all aspects of the daily operation of certain City of Beverly Hills (the "City") off-street parking garages (the "Facilities") itemized below that are currently owned by the City Parking Authority (the "Authority") or the City, and operated by the City. Additionally, the Operator shall be responsible for the following:

- Public Gardens Garage at the Montage Hotel (241 N. Cannon Drive/240 N. Beverly Drive);
- 450 N. Crescent Drive;
- 9333 W. 3rd Street (Pay-on-Foot Revenue Collection Only);
- Invoicing, collection and reporting of all revenue generated from monthly contract parking (for all Facilities, 19 in total). *Note: The Operator shall use their current A/R system for invoicing and reconciliation. During the Term of the Agreement, the City reserves the right to purchase an A/R system; moreover, once purchased and implemented, Operator agrees to utilize the City owned system.*
- 438 N. Beverly Drive/439 N. Cannon Drive (Valet Services: Thursday, Friday, Saturday 9:00 AM until 5:00 PM, labor only; no revenue collection responsibilities);
- Wallis Annenberg Center for the Performing Arts (Valet Services on a per event basis);
- Additional personnel for business exigencies as directed by the City.

The City is inviting proposals from qualified Operators for the operation and management of the listed Facilities. The selected proposer shall enter into an Agreement with the City to operate certain public parking Facilities. The City shall contract for the operation of the Facilities and the activities described in the Scope of Work included in this section of the RFP.

a. Minimum Qualifications. Professional parking Operators who have directly managed the following: i) self-park facilities that utilize a pay-on-foot operating methodology with a minimum of 500 spaces, or ii) valet services for special events and overnight parking for a 200± room hotel, or iii) a high-end valet for a predominant location in California, for a minimum of two-years are qualified for consideration to operate the Facilities. Operators shall meet all the submittal requirements of **Section 3 - Special Requirements**, and **Section 7 - Proposal Format and Requirements**. Operators not meeting the minimum qualifications will be disqualified.

b. Term of Operating Agreement. The term of the Agreement shall be for a period of (3) three years (the "Term"). The City shall reserve the right to extend the Term for two additional Terms of one-year each with the same terms and conditions and upon thirty 30 days written notice by the City to Operator prior to the expiration of the current term. In the event the Operator is requested to continue operation of the Facilities after expiration of the initial Term, such continuance shall be construed to be a tenancy from month-to-month, on the same terms and conditions as set forth in this RFP and Agreement.

c. Method of Compensation. The selected Operator shall be paid a fixed monthly management fee for the operation of the Facilities, plus compensation for budgeted operating expenses. Operating expenses will be reimbursed in accordance with **Form B** and the Operator's monthly statement. However, no budget item shall be exceeded without written authorization from the City.

Additionally, the Operator shall also be paid for the following: 1) a one-time fixed fee for startup costs in accordance with **Form C**, 2) on an hourly rate basis in accordance with **Form D** for additional personnel or work requested and directed by the City, and 3) on an hourly rate basis in accordance with **Form E** for the Annenberg valet services.

d. Scope of Work. The City shall contract for the operation of the Facilities for the activities described in this section. The scope of work shall consist of all aspects of operating the Facilities, including but not limited to, maintenance, revenue collection and control, and staffing. Operator is expected to begin performing these services on or about **July 1, 2013**.

The Facilities shall be operated and maintained in a manner consistent with that of a First-Class parking operation (e.g. one which upholds quality standards similar to a premium hotel in a major metropolitan market).

i. Parking Rates and Hours of Operation. The maximum permissible rates charged at the Facilities are determined by the City Council or Parking Authority Board of Directors, and all rates are published in the annual schedule of fees and charges. Relevant information regarding each individual Facility included in this RFP is shown in the table below.

Facility/Job Description	Hours of Operation	Rates	Capacity
Public Gardens Garage at the Montage Hotel Structure (Self/Valet) Pay-on-Foot	24/7	\$0.00 first hour \$0.00 second hour \$3.00 per half-hour \$5.00 after 6PM Daily Max. \$22.00 Event: \$8.00 Monthly: \$110.00	Total: 1,164
450 N. Crescent Structure (Self/Valet) Pay-on-Foot	Monday-Saturday 7:00AM -11:00PM Closed Sundays (Hours are subject to change with the opening of the Annenberg Center)	\$1.00 first hour \$1.00 second hour \$3.00 per half-hour \$6.00 Early Bird \$5.00 after 6PM \$22.00 Daily Max. \$75.00 Monthly	Total: 451
9333 W. Third Street Structure (Self Park) Pay-on-Foot	24/7	\$1.00 first hour \$1.00 second hour \$1.00 per half-hour \$5.00 after 6PM Daily Max. \$10.00 Monthly: \$65.00	Total: 549 Fleet: 187
All Locations		Collection, invoicing and reporting of all monthly parking revenue generated.	N/A
438 N. Beverly Drive/439 N. Cannon Drive	Thursday, Friday, Saturday 9:00 AM until 5:00 PM (Hours subject to change at City's discretion)	Valet Services: No revenue collection responsibilities	N/A
Annenberg Theatre for the Performing Arts	As required	Valet Services	N/A

ii. Monthly Parking. The Facilities are operated as public parking locations with the primary focus being on short-term transient parking for businesses located in the general vicinity of the Facilities. Monthly parking is permitted

to the extent that transient parking is not negatively impacted. The City shall authorize the approved number of monthly parking permits and the rate, as set forth in the Schedule of Fees and Charges.

The Operators responsibilities shall include the collection, invoicing and reporting of monthly parking revenues for all City Facilities; (19) locations in total.

- e. **Staffing Requirements** - The Operator shall provide City with staffing schedules for each Facility listed in the table above. Schedules shall clearly define the number of proposed employees and corresponding work schedules. Operator shall ensure that all new employees undergo pre-employment criminal background and Department of Motor Vehicles checks prior to commencement of employment.

The City reserves the right to participate in the selection and removal of personnel, and shall require the Operator to provide additional personnel or modify its operating procedures at the sole discretion of the City.

In addition to the staffing required for the daily operation of the Public Gardens at the Montage Hotel and 450 N. Crescent Facilities, monthly invoicing, collection and reporting, and the collection of the pay-on-foot device at 9333 W. Third Street, the Operator shall also provide staff to perform valet services on Thursday, Friday and Saturday (9:00 AM until 5:00 PM) at 438 N. Beverly/439 N. Cannon, and valet services on an as needed basis for the Wallis Annenberg Center for the Performing Arts ("Annenberg") valet parking operation. The dates and times the Operator provides valet service for the Annenberg shall be determined based upon weekly coordination meetings between the Operator and Annenberg representatives.

All work performed with regard to the 438 N. Beverly/439 N. Cannon and Annenberg valet services shall be reimbursed by the City for the expenses incurred. Operator shall invoice the City for each hour of service provided at the agreed upon hourly rate proposed on **Form D**, which shall include the Operator's overhead and profit and the cost of all required insurances including Worker's Compensation.

When directed by the City, Operator shall provide additional labor to handle business exigencies (i.e. valet assist or stacked parking during the holiday season, special events, parking for private parties accommodated in a structure, added staff at another facility, etc.) and shall receive compensation from the City for the Operator's personnel for the personnel costs proposed on **Form E**.

The following are job descriptions of key personnel:

- i. **General Manager.** Operator shall name a General Manager ("GM") that will have responsibility for all activities at the Facilities. GM shall work cooperatively with City and all relevant stakeholders. GM will maintain a highly visible presence within the Facilities, including on selected weekends and during periods of heightened activity. GM shall be responsible for overseeing all aspects of the parking operations including but not limited to:
1. Daily revenue collection and deposits;
 2. Supervising, planning, and scheduling employee duties;
 3. Hiring and dismissing employees;
 4. Evaluating employee performance;

5. Counseling and disciplining employees;
6. Investigating and responding to customer complaints;
7. Resolving conflicts;
8. Overseeing the operation of the revenue control equipment.

GM shall oversee the removal of cash from the Facilities and ensure that each Facility is adequately staffed at all times. The GM shall recommend operational enhancements and provide revenue forecasts for proposed parking rate adjustments to the City, and ensure that all problems within the Facilities are addressed and corrected.

Should Operator find it necessary or desirable to replace the GM following commencement of the Agreement, the DPWT - Parking Division staff shall participate in and have the right to approve or reject the selection of a replacement GM.

- ii. **Parking Manager.** The Parking Manager (the "PM") shall support the GM in all aspects of parking facility operations for the Facility they are assigned to manage. Duties shall include but will not be limited to overseeing the administration of the parking office, developing procedures, processing paperwork, planning work schedules, reviewing and approving documents, monitoring employee performance, counseling employees, coordinating employee work activities, counting money, investigating revenue discrepancies, auditing employee and customer use of monthly key cards, ensuring that revenues collected are accurately recorded and properly secured, coordinating bank deposits, reviewing and preparing parking revenue reports, conducting parking facility inspections, responding to customer concerns and complaints and ensuring that their assigned facility is sufficiently staffed at all times.

PM shall also conduct routine inspections of the parking facility on a daily basis. Daily inspections shall be documented in the form of a checklist or log and will be available to City staff upon request. Inspections shall include but not be limited to maintenance, cleanliness, safety hazards, public safety, proper functioning of revenue control equipment, attendant performance and cash and accounting audits.

- f. **Customer Service Ambassador.** Beverly Hills is known world-wide as a destination synonymous with luxury and impeccable service. When visitors come to Beverly Hills they expect to be greeted by a friendly face that will go the extra mile to assist every need they may have. The Customer Service Ambassador (the "CSA") will be responsible for supporting the PM in all aspects of customer service for the Facility they are assigned. Duties shall include but will not be limited to handling customer inquiries and complaints, assisting customers with the payment of parking fees at the automatic payment machines, completing incident reports and acting as an ambassador for the Facility.
- g. **Maintenance Attendant** - The Maintenance Attendant (the "MA") shall clean and maintain the Facility on a daily basis. The MA responsibilities shall include, but will not be limited to daily sweeping garage parking levels, including the entrance and exit ramps, picking up trash and debris, sweeping, policing and mopping the garage stairwells, cleaning and maintaining the area immediately surrounding the elevator vestibules, escalator core, and parking office, emptying waste baskets,

cleaning and emptying ashtrays, touch-up painting, directing traffic and periodic placement and removal of directional sign stands and rubber traffic cones (weighing up to 25 pounds). This MA may interact with the public at times, by directing traffic and answering questions.

- h. Employee Training and Development** - Operator shall review *Exhibit B – Beverly Hills Ambassador Program*, and provide a formal training program for all new hires to develop their skills and abilities for achieving quality work performance consistent with the Beverly Hills Ambassador Program. The program should involve classroom and field instruction, encourage employee participation and include but not be limited to cashier training, reporting procedures, maintenance and safety standards and inspections, ticket transactions, professional conduct, customer service and effective communication techniques, dispute handling, emergency, and safety procedures and security measures. Operator shall provide refresher training courses to existing employees every six months and include a copy of their proposed Training Program with their submittal.
- i. Employee Quality of Service** - Operator shall maintain the highest degree and standards of courtesy on the part of its employees. Employees shall perform assigned duties in an orderly and professional manner. Employees will be able to communicate effectively in English, be respectful of others and not engage in profanity, unsafe or illegal behavior or speaking languages other than English while on duty.
- j. Uniforms and Appearance** - Operator shall furnish all employees with uniforms acceptable to the City consisting of a jacket, shirt, and full-length pants. Employees will be attired in clean uniforms bearing the City of Beverly Hills Shield stating: “as Operated by (Operator’s name)”, and be well-groomed at all times while on duty. Employees shall wear name tags to clearly identify themselves to the public and City staff.
- k. Required Equipment.** Prior to the commencement of parking operations, the selected Operator shall purchase certain equipment and supplies required to operate the Facilities in a manner consistent with that of a First-Class operation, as detailed below:

 - i. Parking Management Office.** The Facilities each contain a Parking Management Office. The selected Operator shall outfit each office with adequate resources that include but will not be limited to the following: furniture, personal computers, printers, telephones, safe(s), facsimile machine, photocopy machine, time clock and any other equipment or materials necessary to effectively administer the operation of the Facilities.

In some instances individual offices may be partially equipped with items owned by the City, such items shall be inventoried, utilized by the Operator and remain as property of the City upon termination of the Agreement.
- l. Telecommunications Equipment.** Operator shall be responsible for the provision of at least one business telephone for the Parking Management Office, and for telecommunication services for the Facilities, the cost of which shall be considered an operating expense; however, long distance telephone charges will not be reimbursed by the City. All telecommunication equipment shall be operational during regular hours of operation and remain as property of the City upon termination of the Agreement.

Operator shall be required to obtain two-way radios or similar devices to facilitate communications between managers, supervisors, and parking staff. Costs associated with the two-way radios shall be considered an operating expense. Radios will remain as property of the City upon termination of the Agreement.

In some instances offices may already be equipped with two-way radios owned by the City, such items shall be inventoried, utilized by the Operator and remain as property of the City upon termination of the Agreement.

- m. Elevator and Escalator Core.** Regular pedestrian ingress and egress to the Facilities is through either an elevator or escalator core with landings on each floor of the individual Facilities and/or retail areas. Maintenance and repair of the escalators, elevators, light fixtures and art work within the elevator lobbies and escalator landing areas shall be provided by the City and therefore, shall not be included in the Operator's scope of services. Operator shall notify City whenever problems, unusual circumstances or outages occur at any of the Facilities.
- n. Security Services.** The Operator is not responsible for providing security services or to engage a qualified third-party firm for such services. However, Operator shall maintain a presence at each individual Facility, and notify City whenever problems or unusual circumstances occur regarding security and/or security equipment at any of the Facilities.
- o. Maintenance Services.** Operator shall maintain the Facilities in good order, condition and repair consistent with that of a First-Class parking operation. Responsibilities shall include but will not be limited to the following:

 - i. Cleaning.** Operator shall remove all papers, debris, refuse and surface waters and thoroughly sweep paved areas on a daily basis. Stairwells will be swept and cleaned on a daily basis. No garbage or trash will be permitted to accumulate, except in covered containers of a type approved by the City. Operator will provide for regular trash collection services so as to maintain a clean and safe environment within the garage. Trash receptacles will be cleaned and oil and grease deposits will be removed from the parking surface, as needed.
 - ii. Power Sweeping.** Power sweeping shall be performed at the direction of the City, and the Operator shall be reimbursed for any direct expenses incurred.
 - iii. Steam Cleaning.** Steam cleaning shall be performed at the direction of the City, and the Operator shall be reimbursed by the City for any direct expenses incurred for this action.
 - iv. Entrance/Exit Plaza.** Operator shall maintain, repair, and replace parking area entrance, exit and directional signs, markers and lights required for safety. Operator will periodically paint curbs within the Facilities to maintain a clean appearance. All work described shall be subject to the approval of the City, and will be reimbursed for the direct expenses incurred before installation.
 - v. Lighting.** The City shall clean lighting fixtures, re-lamp and re-ballast on an as needed basis. Facilities will remain lighted for security purposes seven days per week, 365-days per year, and lighting will be uniformly distributed throughout the Facilities. Operator shall notify City whenever problems, unusual circumstances or outages occur at any of the Facilities.

- vi. **Graffiti Removal.** The City shall remove graffiti from the Facilities and paint and/or touch up garage surfaces and fixtures, as necessary. Operator shall notify City whenever problems or unusual circumstances occur at any of the Facilities.
- vii. **Fire Alarm Monitoring.** The City shall maintain and oversee the operation of the fire alarm system within each individual Facility (if applicable). Operator shall notify City whenever problems or unusual circumstances occur at any of the Facilities.
- viii. **Exhaust Maintenance.** Operator shall maintain and oversee the operation of the exhaust system within each individual Facility (if applicable). All work performed will be reimbursed for the direct expenses incurred.
- ix. **Other Services.** City reserves the right to request Operator to perform other services in special circumstances; the initial cost of which shall be assumed by the Operator. The direct expenses incurred for these services shall be reimbursed for the month incurred upon presentation of substantiating invoices and prior written approval by the City to perform said services, at an agreed-upon price. Such services may include but will not be limited to the purchase of equipment and supplies, installation of materials and equipment and performance of special maintenance activities in connection with the Facilities.

Should the Facilities not be properly maintained per Section 5(p), the City reserves the right to clean the Facilities and perform repairs and general maintenance, after reasonable notice and opportunity to cure? The costs of these services will be deducted from the monthly compensation due to Operator.

- p. **Parking Access and Revenue Control System (“PARCS”).** Operator shall oversee the operation of the PARCS daily and also work closely with the City and their parking equipment service provider Sentry Control Systems (the “Contractor”), to ensure the PARCS are fully operational. Operator shall monitor the service and repair of the equipment, including recording the removal of equipment and/or parts and maintaining an accurate spare parts inventory.

Operator and its personnel shall be trained in the proper use of the PARCS and related software, and maintain the ability to generate comprehensive reports including the following, and any other reports requested by the City:

- Daily event log;
- Shift reports;
- POF reports;
- Transaction reports;
- Credit card reports;
- Exception reports;
- Validation reports;
- Outstanding ticket reports;
- Daily and monthly summary reports;
- Activity and use report.

City shall have access to the parking equipment at all times and will enter into a maintenance service agreement with Contractor for preventative maintenance and

emergency service. All work performed with regard to the preventive maintenance agreement shall be reimbursed for the direct expenses incurred. Operator shall be financially responsible for any damages that occur to the equipment due to Operator negligence.

- q. **Signage.** Operator shall clean, maintain, re-lamp and repair all existing signs in the Facilities, including parking rate signs, directional and other signage related to parking functions. Operator will not be responsible for directional signage pertaining to the elevator and escalator core, pedestrian only landing areas and elevator lobbies. Operator may be required to provide additional signage in the Facilities from time to time, at the City's expense, subject to the approval of the City before installation. All work will be performed at the direction of the City will be reimbursed for the direct expenses incurred.
- r. **General Requirements.** Operator shall abide by the stated general requirements throughout the term of the Agreement. General requirements include but will not be limited to the following:
- i. **Operations Office.** A central office and records retention area shall be provided by the City (if not available within the Facilities). Operator shall maintain 24-hour telephone service for emergency contact. Emergency contact information shall be available to the DPWT - Parking Division. Operator shall answer the emergency number at all times, respond to any call within 30 minutes and notify DPWT - Parking Division if and when the Emergency number is changed.
 - ii. **Reserved Spaces.** No spaces shall be reserved for certain patrons or businesses without prior written approval by the City.
 - iii. **Restriction on Use.** Operator, in its operation of the Facilities, shall be subject to all orders, directions or conditions issued by the City and all Federal, State, and Municipal Laws, Regulations and Codes. Other uses, including but not limited to the storage of vehicles, film permit related usage, public and private events and retail or wholesale commercial activities are permissible only with a written request to and advance approval by the City.
 - iv. **Improvements and Alterations.** No improvements, structures, facilities, alterations or additions shall be made to or upon a Facility by the Operator without the prior written consent of the DPWT - Parking Division.
 - v. **Non-Parking Revenues.** Operator shall not enter into any agreements concerning non-parking uses of the Facilities without the prior written consent of the DPWT - Parking Division. Non-parking uses shall include but will not be limited to product promotions, commercial advertising on City property or on ticket stock. Revenue generated by such non-parking uses shall be identified and reported monthly as revenue from the Facilities.
- s. **Compensation.** For the management and operation of the Facilities as outlined herein, Operator should propose to charge the City a fixed annual management fee that includes the Operator's overhead and profit and the cost of all required insurances with the exception of Worker's Compensation. Operator shall be paid the agreed upon fixed annual management fee in twelve equal monthly installments.

Operator shall be reimbursed for the actual direct operating expenses incurred during the month for which they are incurred. Invoices submitted for direct

operating expenses shall not exceed the aggregate total of the approved operating expense budget, without written consent from the City. Deductions to monthly compensation may be applied pursuant to **Section 6 (g)** of this RFP, if deemed appropriate by the City.

Invoices for the proposed monthly compensation shall contain supporting documentation in the form of a detailed cost breakdown itemizing all operating expenses with sufficient detail to clearly justify the compensation requested.

Operator shall complete and submit all forms included herein. Detailed cost summaries shall not include the cost of employee bonuses or holiday gifts.

t. Bank Deposits. The bank deposit requirements for the operation of the Facilities are described in this section. Operator shall abide by the stated requirements throughout the term of the Agreement. The requirements include but will not be limited to the following:

i. Revenue Collection. Operator shall implement revenue control procedures to account for parking fees collected, tickets issued, collected and lost. Daily reports and logs that contain the name of the parking personnel who open and close the POF devices, opening and closing ticket numbers and a list of overnight vehicles with amount due, shall be maintained. Operator shall implement a secure system for collecting and moving cash from cashier areas or POF devices to the Facility's management office. Operator shall ensure that all revenue is accurately counted and secured in a safe(s) and that security procedures are implemented that prevent theft or expose pilferage. Operator's proposed methodology for Revenue Control, and Collection, shall be summarized in their submittal response to this RFP.

ii. Bank Deposits. Operator shall deposit daily, all gross revenues collected from the Facilities into the City's bank account. Deposits shall be made by the close of the next business day following the day on which revenue is collected.

Operator shall transmit a daily listing of deposits to the DPWT - Parking Division electronically or by facsimile each business day.

Operator shall be responsible for safekeeping parking revenue at all times, including overnight and on weekends, until revenue is deposited into the City account.

Operator shall transport all revenue via a City-contracted armored transport carrier contracted at the City's expense.

Gross revenue shall include all revenue generated from the Facilities including but not limited to parking fees collected for daily transient parking, monthly parking permits, special events and any other revenue designated by the DPWT - Parking Division.

iii. Delinquent Deposits. If Operator's deposit of gross revenue due to City is delinquent; not received by the close of the next business day following the day on which the revenue is collected, Operator shall be subject to monetary penalties in accordance with the following schedule:

1. If deposited within one to 30 calendar days after due date, a penalty of up to five percent (5%) of the amount of the gross revenue due may be assessed by the City.

2. If deposits of gross revenue are delinquent for over 30 calendar days after the due date, a penalty of up to ten percent (10%) of the amount of the gross revenue due may be assessed by the City.
 3. In either instance, City shall have the right to attach or garnish Operator's Performance Bond to cover the delinquent amount due, plus any assessed late payment fees.
 4. City retains the right to waive or reduce penalties assessed pursuant to this section at its reasonable discretion.
- u. Petty Cash Account.** Operator shall maintain a petty cash account to ensure timely deposits of all gross revenues into City bank account. The petty cash account shall also be used to cover all change or replenishment needed for the POF devices at the Facilities.

SECTION 6: PERFORMANCE CRITERIA**6. Performance Criteria**

- a. **Start-Up Penalties.** Operator shall enter into an Agreement with the City and shall be required to commence operation of the parking Facilities in accordance with the start-up date stipulated in the Agreement. Should Operator fail to commence operation of the Facilities in compliance with the stated commencement date, City reserves the right to assess the Operator penalties in the amount of \$15,000 per day.
- b. **Meetings.** Meetings between Operator and responsible City representative(s) shall be held at the direction of the City at the DPWT Building, located at 345 Foothill Road, Beverly Hills, CA, 90210 or at another mutually agreed upon site on an agreed upon date and time.
- c. **Complaint Log.** Operator shall resolve operational problems and/or patron complaints and accurately report complaints to City within twenty-four hours and provide follow up written report within ten days of an incident. Operator shall maintain a written log of all complaints and other unusual incidents that may occur from time to time. Operator will note the location, date and time as well as the action taken or the reason for non-action. Complaint log will be available for inspection by the DPWT - Parking Division staff at all times.
- d. **Reporting Requirements.** Operator shall submit the following monthly reports, as deemed necessary by the City:
 - i. **Monthly Operations Summary.** A Summary of Operations report shall be turned in no later than the fifteenth of each month for the reporting period. Report will include but be limited to parking utilization by Facility, tickets issued by Facility, permitted non-parking uses by Facility, validated tickets by Facility and other noteworthy actions not specifically covered in other reports. Reports will be submitted to the DPWT - Parking Division.
 - ii. **Incident Notification.** Incidents involving fire and/or law enforcement authorities or reports of personal injury resulting from incident(s) in the Facilities shall be reported to the DPWT - Parking Division immediately, followed by a written incident report submitted within seven calendar days of the incident.
 - iii. **Statement on Auditing Standards No. 70.** At the direction of the City, Operator shall engage an independent CPA to examine and report on controls and obtain an objective evaluation of the effectiveness of controls that address operations, compliance and financial reporting.
- e. **Approved Use of the Facilities.** Operator shall immediately advise the DPWT - Parking Division of the nature of any requests for use of the Facilities other than for regular fee parking. Any such use shall be approved in advance by the City.
- f. **Operator's Books and Records/Audits and Inspections.** After execution of the Agreement, City staff shall meet with Operator to review record keeping methodologies necessary to ensure adequate reporting to the City.

At any time during normal business hours and as often as City deems necessary, Operator shall make available to City for examination, all books, ledgers, journals and accounting records that reflect receipts derived from the operation of the

Facilities as well as accounting records that pertain to expenditures relative to the operation and maintenance of the Facilities.

City shall retain the authority to audit, examine and make excerpts or transcripts from records, including but not limited to all contracts, invoices, materials, payroll and personnel records and other documents or statistical data relating to the operation of the Facilities.

The aforementioned records and all source documents including but not limited to tickets/ticket stubs, receipt for monthly parking, logs, validation receipts, daily bank deposit slips, invoices of services and other related records, shall be retained by Operator for a period of not less than (3) three-years, or until the examination of the source documents are completed and audit reports are finalized.

In the event Operator fails to provide the City with the requested documents, including but not limited to books, ledgers, journals, accounting records or source documents during the examination and audit, Operator shall be fined a penalty of \$10,000.00 (Ten Thousand Dollars). City retains the right to waive or reduce such penalties as assessed under Section 6(f), or implement other remedies, at its reasonable discretion. The City shall also have the right to terminate the Agreement.

In the event City discovers unreported revenue during the examination and audit, Operator shall pay City the entire unreported amount and a penalty of \$500.00 (Five Hundred Dollars) for each incident, plus 1% (One Percent) accrued interest per month. An additional 1% (One Percent) interest may apply until the requested unreported revenue is paid in full. The Agreement may also be terminated as a result of any unreported revenue.

City retains the right to dispatch auditors to the Facilities. Operator shall provide an adequate private working area for the City auditor. Auditor shall have ready access to a photocopy and facsimile machine, and shall be allowed to interview any employee of the Operator. Testing and sampling methods may be used in verifying reports submitted by Operator. Deficiencies ascertained by the use of such testing and sampling methods, by applying the percentages of error obtained from such testing and sampling to the entire period under examination, shall be binding and admissible in court to prove any amount due City from Operator. This will not prevent Operator from producing actual records and figures in court to rebut the sampling methodology. The City will then conduct an audit of all the records for the audit period. In the event the deficiency is determined to be 2% or more of the amount of revenue actually reported to the City, Operator shall pay for the entire cost of the audit.

g. Monthly Compensation Deductions

For the purposes of monthly compensation fee deductions "Office Employee" is defined as any individual performing duties as the GM, or Parking Manager. "Field Employee" is defined as any individual performing duties as a Customer Service Ambassador, Maintenance or Valet Attendant. "Paperwork" is defined as any documents used by the Operator at the direction of the City to record daily business activities including but not limited to payroll records, incident reports, monthly revenue reports, fee collections, parking validations, over and under-rings, and bank deposits.

Upon review of the operation of the Facilities and required reports, City retains the right to deduct fees from the Operator's monthly compensation under any of the following conditions:

- \$25.00 per day for each individual page of paperwork that the Operator processes and fails to submit to the City at the direction of the City.
- \$25.00 per day for each individual page of paperwork that the Operator submits to the City that is not properly corrected, missing required information or contains inaccuracies.
- \$50.00 for each instance that an Office Employee or Field Employee is absent from an assigned work area for reasons of abandonment or personal, non-emergency interest. Such penalty will not preclude the Operator from initiating employee disciplinary action.
- \$50.00 for each instance that an Office Employee or Field Employee rudely interacts with a customer while performing his/her duties.
- \$200.00 will be deducted for each day the Operator fails to submit the required Monthly Summary of Operations report by the end of the business day on the due date.
- \$200.00 for each instance that a Field Employee fails to adequately anticipate the need for open lanes by not scheduling off-peak period employee breaks, thereby resulting in excessive exiting delays for the general public.
- \$200.00 for each instance that a Field Employee engages in activity that detracts from a professional and alert stance while on duty (including, but not limited to drinking alcohol, sleeping, eating meals, maintaining lengthy personal conversations, or holding non-emergency telephone calls.) Drinking water, cold drinks and hot beverages is acceptable, but should not be consumed while assisting the traveling public. Such penalty will not preclude the Operator from initiating employee disciplinary action.
- \$500.00 for each instance that an Office or Field Employee commits vandalism, deliberate disabling or defacing of property and equipment (including revenue control equipment) belonging to the City, or commits any City criminal action. In addition, the Operator will be required to return said damaged property to its original condition or better. Such penalty will not preclude Operator from initiating employee disciplinary action or either entity reporting employee to the appropriate authorities.
- \$500.00 for each instance that an Office or Field Employee commits theft of City revenues, City property or commits a City criminal action. Such penalty will not preclude Operator from initiating the employee disciplinary action or either entity reporting employee to the appropriate authorities.
- \$500.00 for each instance that an Office or Field Employee commits theft of property belonging to the parking public, Operators, visitors, or retail tenant employees, or commits a City criminal action. Such penalty will not preclude Operator from initiating employee disciplinary action or either entity reporting employee to the appropriate authorities.

- \$500.00 for each instance of improvements or additions is made in, to, or upon the Facilities by the Operator without receiving prior written authorization from the City. Furthermore, Operator or City shall return the Facilities to the original condition or better, at the Operator's expense.

Monthly compensation fee deductions do not preclude, minimize, or replace the Operator's responsibility for ensuring appropriate corrective actions are taken when necessary. City retains the right to waive or reduce such penalties as assessed under Section 6(g), or implement other remedies, at its reasonable discretion.

- h. Operator Performance.** The City may conduct evaluations of Operator performance during the term of the Agreement. Evaluations shall be based on a number of criteria including the quality of work product, services performed and timeliness of performance, financial data and expertise of personnel assigned to the Facilities. If Operator receives a "Marginal" or "Unsatisfactory" rating on an evaluation, Operator shall be allowed 14 calendar days to respond and cure. City will consider a Marginal or Unsatisfactory rating and Operator's response and ability to cure, when evaluating future proposals from the Operator when awarding other service contracts.

SECTION 7 - PROPOSAL FORMAT AND REQUIREMENTS

7. Proposal Format and Requirements

Operator responses to this RFP shall be prepared as specified in Section 7 with respect to form, content, and sequence. Responses shall become the basis of proposal evaluation; therefore, Operator should review their proposal completely to ensure that all requirements are satisfied.

Proposals shall be submitted as follows: one executed original copy, plus five copies of the written proposal with cover letter and appendices, tabbed and bound with a table of contents and numbered pages for review by the City evaluation committee. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Proposals shall be clearly marked "Proposal for the Management of the Beverly Hills Parking Facilities" and enclosed in a sealed package with the name and address of the Operator in the upper left-hand corner.

- a. **Cover Letter.** The cover letter should include the name and address of the firm submitting the proposal and the name, address, and telephone number of the person authorized to represent the firm.
- b. **Table of Contents.** The table of contents should provide a comprehensive listing of the materials in the proposal arranged by section with a listing of subject(s) in each section and corresponding page numbers.
- c. **Parking Operation and Management Procedures**
 - i. The Operator shall provide a description of how they will effectively manage and operate the Facilities to ensure maximum revenue generation and a quality parking experience for all patrons. Operator shall present evidence competency and capability to perform the management services required and have the necessary experience, organization and financial ability to fulfill the conditions of the Agreement.

Operator shall describe all aspects of supervision and training proposed for personnel of the Facilities, and details the level and quality of parking services proposed.

Relevant to management capabilities, Operator shall provide detailed descriptions of the following:

- Field supervision and staff accountability;
- Revenue and audit control, collection and deposit procedures;
- Records management;
- Customer service and complaint abatement procedures;
- Operating policies, procedures and forms;
- Security and emergency procedures; and
- Personnel training and development.

Operator shall submit full details of all terminations for default experienced including the other party's name, address and telephone number. City shall evaluate the facts, and at its sole discretion, reject an Operator's proposal if the facts discovered indicate the award of an Agreement resulting from this RFP may be jeopardized by selection of the Operator. If Operator has experienced no termination for default during the past ten-years, Operator shall indicate this fact in their proposal.

SECTION 8 - PROPOSAL EVALUATION AND SELECTION

8. Proposal Evaluation and Selection

- a. Evaluation Panel.** Proposals received by the submission deadline date shall be assigned to an evaluation panel composed of various City staff and other outside agencies, as appropriate. The panel will evaluate and rate all proposals using the criteria discussed in Section 8(b), and may request oral interviews of up to four Operators for purposes of clarification and as a final evaluation of the Operator's ability to meet the criteria set forth in this RFP.
- b. Initial Rating Criteria.** Responses shall be reviewed for compliance with the requirements outlined in this RFP. Responses that meet the desired requirements shall be evaluated and ranked based on the Rating Criteria described below:

Initial Rating Criteria	Max Points
General Manager Resume	5
Related Operating Experience	20
Proposed Operating Plan	20
Proposed Operating Expense Budget	30
Proposed Management Fee	25
Maximum Score	100

- c. Interview and Final Selection Criteria.** Operators that fall within the top two to three Initial Rating Criteria scores shall be invited to interview with the Evaluation Committee. The Committee shall evaluate the short-listed Operator's proposals and interview presentation using the following weighted Final Evaluation Criteria.

Final Evaluation Criteria	Max Points
General Manager Interview	10
Operator's Presentation	10
Operator's Experience (similar venues)	10
Reference Checks	5
Operations Plan & Cost Proposal	25
Operator's Customer Service Training Plan	20
Management Fee	20
Max Score	100

SECTION 9 - PAYMENT PROCEDURES**9. Payment Procedures**

- a. Based upon Applications for Payment submitted to the City, the City shall make progress payments to the Operator as provided below.
 - i. The period covered by each Application for Payment shall be one calendar month.
 - ii. City shall make payment to Operator within thirty (30) days after receipt of a proper Application for Payment.

SECTION 10 - PROPOSER'S CHECK LIST

10. Proposer's Check List

The following checklist is provided for the convenience purposes to help eliminate errors or omissions which may render your proposal non-responsive. Please check each appropriate box and submit this page with your proposal.

- 1. Proposal
- 2. Experience Form
- 3. Section 11 - Signature and Legal Status
- 4. Affidavit of Non-Collusion
- 5. Proposal Bond
- 6. Performance Bond
- 7. Payment Bond
- 8. Certificate of Insurance
- 9. Form A: Proposed Compensation
- 10. Form B: Proposed Operating Expense Budget (include Excel file)
- 11. Form C: Proposed Start-up Budget
- 12. Form D: Proposed Hourly Rate for Additional Services
- 13. Form E: Proposed Hourly Rate for Valet Services
- 14. FORM E: Proposal Form
- 15. Copy of Employee Training Program

Complete proposals shall be delivered prior to proposal due date and time. Operator is responsible for submitting proposal via overnight delivery or in person to the following address:

City Clerk of Beverly Hills
455 North Rexford Drive
Room 190
Beverly Hills, CA 90210,

SECTION 11: SIGNATURE PAGE AND LEGAL STATUS

Signature Page/ Legal Status - The undersigned certifies that he/she is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Proposer: _____
(Name of Firm)

Legal status of proposer: Please check the appropriate box

A. Corporation ___; State of Incorporation _____;

B. Partnership ___; List Names _____

C. DBA ___; State full name _____ DBA

D. Other ___; Explain _____

Signature of Proposer _____ Title _____
(Authorized Signature)

Signature of Proposer _____ Title _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone # () _____

Signed this _____ day of _____ 199_

Proposer acknowledges receipt of the following Addenda:

ADDENDUM NO - PROPOSER'S INITIALS

SECTION 12: ADDITIONAL FORMS

Additional Forms

- Experience Form
- Affidavit of Non-Collusion
- Acknowledgment of Obligation to Comply With California Labor Laws
- Proposal Bond
- Performance Bond
- Payment Bond
- Certificate of Insurance

EXPERIENCE FORM

Operator has been engaged in the parking business under the present business name _____, for ___ years.

The following contracts show Operator's experience in managing similar venues to the Facilities covered in this RFP during the past five (5) years:

Location and Address

Contract Amount

Type of Facility

Number of Parking Spaces

Type of Revenue Control Equipment Used (if any)

Owner/Representative Contact Information

Number of Years Managing Facility (Provide Dates)

Gross Revenue & Average Number of Operating Days per Year

Number of Full-time & Part-time Employees per Facility

Proposer, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

Location and Address _____

AFFIDAVIT OF NON-COLLUSION

State of California

County of _____

_____, being first duly sworn, disposes and says that he or she is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Operator

Attach appropriate
Notary acknowledgments

ACKNOWLEDGMENT OF OBLIGATION TO COMPLY WITH CALIFORNIA LABOR LAW

[Labor Code § 1720, 1773.8, 1775 1776, 1777.5, 1813, 1860, 1861, 3700]

PARKING MANAGEMENT SERVICES**PROPOSAL NO: 13-30**

I, the undersigned Contractor, certify that I am aware of and will fully comply with the following provisions of California law:

Contractor acknowledges that this agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which require the payment of travel and subsistence payments to each worker needed to execute the work, to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing wages to workers and the penalties for failure to do so. Contractor understands and acknowledges that copies of the prevailing rate of per diem wages, as determined by the Director of Industrial Relations, are on file in the office of Public Works Engineering Department and that they will be made available to any interested party upon request. Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director of Industrial Relations, for the work or craft in which the worker is employed for any public work done under the agreement by Contractor or any subcontractor at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make those payroll records available for inspection as provided in this Section, and (3) inform the Agency of the location of the records. Contractor is responsible for compliance with Section 1776 itself and all of its subcontractors at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that it is responsible for its own compliance with Section 1777.5 and for the compliance of all of its subcontractors at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties because workers work excess hours. Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the agreement by Contractor or by any subcontractor at any tier for each calendar day during which that worker was required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

In accordance with California Labor Code Sections 1860 and 3700, Contractor shall secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this agreement."

Date: _____, 201_ Signature: _____

PROPOSAL BOND

WHEREAS, hereinafter "Operator," has submitted a proposal to the City of Beverly Hills (hereinafter, "City") for the _____

AND WHEREAS, said Operator is required to furnish a bond in connection with said proposal, to ensure that the Operator will enter into a contract with the City;

NOW, THEREFORE, we, the Operator and _____, As Surety, are held firmly bound unto the City in the sum of _____ Dollars (\$ _____), this amount being not less than ten percent (10%) of the proposal Sum, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Operator is awarded a Contract by said City and, within the time and in the manner required in the Contract Documents for said project, enters into the written form of Agreement bound with said Contract Documents and furnishes the required bonds and insurance, and performs all other obligations prerequisite to signing the Agreement, then this obligation will be null and void, otherwise it will remain in full force and effect. In the event suit is brought upon this bond by said City and judgment is recovered, said Surety will pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which will for all purposes be deemed an original thereof, have been duly executed by the Operator and Surety named herein, on the _____ day of _____ 199_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Operator _____

By _____

Surety _____

By _____

PERFORMANCE BOND

WHEREAS, the City of Beverly Hills, hereinafter "City" has awarded _____, hereinafter designated as "Operator," a Contract for _____.

WHEREAS, said Operator is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, the Operator, and _____, as Surety, are held and firmly bound unto the City in the sum of _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract Sum, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Operator, its heirs, executors, administrators, successors, assigns, will in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation will become null and void, otherwise, it will be and remain in full force and effect. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees to the Owner in an amount to be fixed by the court.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, will in any way affect the obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which will for all purposes be deemed an original thereof, have been duly executed by the Operator and Surety named herein, on the __ day of _____ 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Operator _____

By _____

Surety _____

By _____

PAYMENT BOND

WHEREAS, the City of Beverly Hills, hereinafter "City" has awarded to _____, hereinafter designated as "Operator," a Contract for _____

WHEREAS, said Operator is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, the Operator, and _____, as Surety, are held and firmly bound unto the City in the sum of _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract Sum, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Operator, its heirs, executors, administrators, successors, assigns, or subcontractors will fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Operator and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation will be void. In case suit is brought upon this bond, the said Surety will pay reasonable attorneys' fees to the plaintiff(s) and Owner in an amount to be fixed by the court.

This bond will insure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, will in any way affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which will for all purposes be deemed an original thereof, have been duly executed by the Operator and Surety named herein, on the ____ day of _____ 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Operator _____

By _____

Surety _____

By _____



CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(s) described below:

NAMED INSURED (OPERATOR)

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/ COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> OPERATOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City will be named as joint and several assureds with respect to claims arising out of the following project or agreement:

(NAME OF INSURED)

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Operator agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Operator's officers, employees, agents or others employed by Operator while engaged by Operator in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured will not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days'** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(s) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Submitted by:

Agency

Name, Title (Please Print)

Signature

Date

APPENDIX

- FORM A: PROPOSED COMPENSATION
- FORM B: PROPOSED OPERATING BUDGET (2013 through 2015)
- FORM C: PROPOSED START-UP BUDGET
- FORM D: PROPOSED HOURLY RATE FOR PERSONNEL (AS NEEDED)
- FORM E: PROPOSED HOURLY RATE FOR VALET SERVICES
- FORM F: PROPOSAL FORM

FORM A – PROPOSED COMPENSATION

Name of Operator: _____

From the execution of the Agreement, the Operator shall receive a fixed annual management fee that includes Operator’s overhead and profit, the cost of all required insurances with the exception of Workers’ Compensation insurance, more particularly described as follows:

Year	Monthly	Annual
One	\$	\$
Two		
Three		
Total		
Option Year One		
Option Year Two		

Operator shall also be reimbursed by the City for the operation of the Facilities, for all direct operating expenses incurred, as detailed in the consolidated operating expense budget.

Invoices submitted for direct operating expenses shall not exceed the aggregate total of the approved operating expense budget, without written consent from the City.

Submitted by:

Name, Title (Please Print)

Signature

Date

FORM B - PROPOSED OPERATING EXPENSE BUDGET

Note: *Operator shall complete the Excel file provided with the RFP. As part of their submittal package, Operator is required to submit a completed Excel file detailing their three-year cost proposal and two option years to operate and manage the City Facilities.*

FORM C – PROPOSED START - UP BUDGET

The Operator shall receive one-time compensation of _____ Dollars (\$ _____) from the City for the proposed start-up costs, as detailed below.

Start-up Budget	
Labor	\$ 00.00
Staff Recruitment	00.00
Pre-Employment Background/Drug Screening	00.00
Training	00.00
Other (list expenses by line-item below)	00.00
	00.00
	00.00
	00.00
	00.00
	00.00
	00.00
	00.00
Total Cost (proposed)	00.00

Note: The proposed cost of the Start-up Budget shall also be included on the line provided in the Operator’s proposed operating budget (Form B). In addition to the proposed start-up budget, Operator shall provide a written Transition Plan

Submitted by:

Name of Proposer: _____

Name, Title (Please Print)

Signature

Date

FORM D - PROPOSED HOURLY RATE FOR PERSONNEL (AS NEEDED)

When directed by the City, Operator shall provide additional labor to handle business exigencies (i.e. valet assist or stacked parking during holiday season, special events, parking for private parties accommodated in a structure, added staff at another facility, etc.) and shall receive compensation from the City for the Operator’s personnel for the personnel costs proposed as follows:

Personnel	Hourly Rate	Labor Burden	Liability Insurance	Uniforms	Overhead Profit	Total
Supervisor	\$ 00.00	\$ 00.00	\$ 00.00	\$ 00.00	\$ 00.00	\$ 00.00
Attendant						
Cashier						

Submitted by:

Name of Proposer: _____

Name, Title (Please Print)

Signature

Date

FORM E - PROPOSED HOURLY RATE FOR VALET SERVICES

Operator shall provide valet parking services at 438 N. Beverly Drive/439 N. Cannon Drive on Thursday, Friday and Saturday from 9:00 AM until 5:00 PM daily. The Operator will provide labor and supervision for this weekly operation, which requires the Operator to provide the labor only; no revenue is collected for valet parking at this location.

Additionally, when directed by the Annenberg Center for the Performing Arts, Operator shall provide front door valet service for performances, special events and/or private parties to accommodate Annenberg patrons. All cars accepted at the front door shall be parked in the City Facility located at 450 N. Crescent.

All work performed with regard to the 438 N. Beverly/439 N. Cannon and Annenberg operations shall be reimbursed by the City. Operator shall invoice the City for each hour of service provided at the agreed upon hourly rate proposed below, which shall include the Operator's overhead, profit and the cost of all required insurances including Worker's Compensation.

Personnel	Hourly Rate
Supervisor	\$ 00.00
Attendant	

Submitted by:

Name of Proposer: _____

Name, Title (Please Print)

Signature

Date

FORM F - PROPOSAL FORM

TO: THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF BEVERLY HILLS

The undersigned, having carefully examined the site conditions and the Agreement for the operation and management of the City of Beverly Hills parking facilities;

HEREBY PROPOSES AND AGREES to commence the Work per the Agreement; to furnish all labor, materials, equipment, services, sales taxes, and other costs necessary to commence work within 30 calendar days from the date of Notice To Proceed, in strict conformity with the Agreement, at the prices indicated below:

Year-One – Annual Management Fee

_____ Dollars \$ _____

Year-Two - Annual Management Fee

_____ Dollars \$ _____

Year-Three - Annual Management Fee

_____ Dollars \$ _____

Total - Management Fee (Years 1 - 3)

_____ Dollars \$ _____

Option Year-One – Annual Management Fee

_____ Dollars \$ _____

Option Year-Two - Annual Management Fee

_____ Dollars \$ _____

Year-One Operating Expense Budget

_____ Dollars \$ _____

Year-Two Operating Expense Budget

_____ Dollars \$ _____

Year-Three Operating Expense Budget

_____ Dollars \$ _____

Total Operating Expense Budget (Years 1 – 3)

_____ Dollars \$ _____

Option Year-One Operating Expense Budget

_____ Dollars \$ _____

Option Year-Two Operating Expense Budget

_____ Dollars \$ _____

EXHIBITS

- EXHIBIT A: PARKING SERVICES AGREEMENT
- EXHIBIT B: BEVERLY HILLS AMBASSADOR PROGRAM
- EXHIBIT C: MAINTENANCE AGREEMENT WITH MONTAGE HOTEL
- EXHIBIT D: ANNENBERG CENTER OPERATIONS PLAN