

Request for Proposals

Valet Parking Services for the
Motor Avenue Improvement Association

REVISED EDITION



Pre-Bid Meeting – Friday, December 13, 2013 at 11 a.m.

Deadline for Proposals – Monday, January 13, 2014 at 3 p.m.

INTRODUCTION

PURPOSE OF REQUEST FOR PROPOSALS

The Motor Avenue Improvement Association (MAIA) is issuing a Request for Proposals (RFP) as an opportunity for a private valet parking company to manage the operation of a shared public parking valet program serving patrons of multiple businesses in the evening in an area known for its variety of shops, nightclubs and restaurants. The program is intended to offer the convenience of a valet service in a concentrated area where patrons are encouraged to park once and take advantage of the different dining, shopping and nightclub establishments in close proximity to each other.

The City has shared a public parking valet program since September 2004. MAIA is seeking a qualified company to continue managing this valet program to maximize the amount of vehicles that can be parked in designated public parking facilities.

One parking facility is included in the Agreement with MAIA. The RFP responses shall include a bid for the monthly use of the IMAN Cultural Center parking facility. The monthly lease amount paid to the IMAN Cultural Center shall be fixed, unless the service is interrupted by IMAN Cultural Center special events and accordingly prorated. The valet company paying the lease shall decide when and at what levels to staff the operation to be profitable and in conformance with MAIA performance standards.

At any time during the term of the agreement, MAIA and the valet company may mutually agree to add, if warranted by demand, additional parking facilities.

NOTICE TO ALL POTENTIAL PROPOSERS

Valet company owners, operators, subcontractors, consultants, expeditors, attorneys or any other individual(s) serving in the capacity of spokesperson or representative for the party submitting a proposal **shall not communicate, meet or discuss with any MAIA employee, City Council member, or City appointed official concerning the Public valet Parking Services RFP or any aspect of the evaluation, consideration and decision making process except as provided in this RFP.**

All communications with respect to this RFP shall be directed to Kelsey Lynd. Questions may be e-mailed to maia@motorassociation.org by noon on January 8, 2014.

All submitted questions and responses will be posted on the MAIA's website. A special link to the Valet Parking Services RFP can be found under "Current Projects" ⇒ "Street Improvements" on the left-hand side of our website: www.motorassociation.org. The final list of questions and answers shall be posted after the close of the question period. **No questions regarding this RFP will be answered over the phone.**

Failure to abide by this requirement may subject proposers to disqualification from the selection process.

Pre-Proposal Meeting

Valet companies planning to submit proposals should attend the pre-bid meeting on Friday, December 13, 2013. The meeting will be held at 11 a.m. at the El Nopal Restaurant, 10426 National Blvd., Los Angeles, CA 90034. Proposals from companies who do not attend the meeting will not be considered.

TYPE OF AGREEMENT

The type of legal document to be executed is a "CONCESSIONAIRE'S AGREEMENT".

AGREEMENT DESCRIPTION

The AGREEMENT offers the CONCESSIONAIRE and economic incentive to provide public parking by maximizing the number of vehicles accommodated at each location.

The AGREEMENT also is intended to provide the CONCESSIONAIRE with performance standards and to ensure the CONCESSIONAIRE is in compliance with all applicable regulations, ordinances and laws.

DEFINITIONS

The following meanings are attached to the following defined words when used in these specifications:

The words "*Valet Company*", "*Company*", "*Contractor*" or "*CONCESSIONAIRE*", means the person, firm, or corporation submitting a proposal on these specifications or any part thereof.

The word "*Services*", "*Contract Services*" or "*Scope*" means the work assigned to the CONCESSIONAIRE as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

The acronym "MAIA" means the Motor Avenue Improvement Association and its representatives employed for this project, elected officials and staff.

OPERATING ISSUES

The IMAN Cultural Center reserves the right to exclude CONCESSIONAIRE's service for special events. The list of Special Events will be provided after a vendor is selected. The IMAN Cultural Center reserves at its discretion the right to approve additional special events to which this AGREEMENT does not apply and which may interrupt performance of the services.

The CONCESSIONAIRE shall be entitled to exclusive use of the metered parking spaces under the AGREEMENT. The specific metered spaces are dedicated for valet parking at each location, as part of the operation for curbside drop-off and pick-up.

The Valet Company shall be required to maintain a current Los Angeles City business license and operations plan for each valet location it operates in the City, regardless of whether they are inside or outside the scope of the AGREEMENT.

TERM OF AGREEMENT

The initial agreement term shall be for one year commencing January 31, 2014 through January 30, 2015. The MAIA may extend the term of the AGREEMENT up to four additional one year periods.

The MAIA reserves the right to terminate the AGREEMENT with or without cause with 30 days written notice to CONCESSIONAIRE.

RESPONSIBILITY TO PAY APPLICABLE TAXES

The Office of the County Assessor has indicated this AGREEMENT may create a taxable property interest in the Premises.

CONCESSIONAIRE shall pay all personal property taxes and possessory interest taxes (as defined and provided in section 107 et seq. of the California Revenue and Taxation code) attributable to CONCESSIONAIRE's activities levied by any taxing authority.

BID EVALUATION AND SELECTION PROCESS

Firms submitting proposals for valet parking services will be evaluated on the following criteria:

- RFP Compliance / Supplemental Written Responses: **(25%)**
- Price Proposal: **(20%)**
- Company Background – Includes references, current business license, history working in the City of Los Angeles, code compliance history: **(20%)**
- Oral Board including full discussion of Operations Plan, Claims Handling and Customer Service Approach: **(35%)**

Evaluation of proposals will be conducted by MAIA staff. Firms selected as finalists will be invited to an interview before a selection committee. Each Proposer's site manager will need to be presented at the interview.

It is MAIA's intent to award the valet parking operations concession to the proposer most responsible and best qualified for the job. MAIA is not required to select the proposal based on price.

MAIA reserves the right to reject any and all proposals or take such other course of action deemed appropriate at MAIA's sole and absolute discretion. MAIA reserves the right to waive

irregularities. MAIA reserves the right to negotiate changes to the terms contained in the proposal with the selected proposer, including changes to cost.

Omissions, inaccuracy, or failure to include all required information with the proposal may subject the proposer to disqualification.

The recommended award of the Contract Agreement for Valet Parking Services (Contract) will be based on a combination of all the above factors.

MAIA is not liable for any cost or expenses incurred by the proposers in preparing and submitting their proposal.

The Motor Avenue Improvement Association will have final approval of the recommended award of the CONCESSIONAIRE's Agreement.

TIMELINE FOR SELECTION PROCESS

A. Distribution of Request for Proposals (RFP)	December 5, 2013
B. Pre-Bid Meeting	December 13, 2013
C. Deadline to Submit RFP Questions	January 8, 2014
D. Proposal Due Date	January 13, 2014
E. Proposal Evaluation	January 13 - 17, 2014
F. Oral Interviews / Presentations	January 22, 2014
G. Vendor Selection (on or before)	January 24, 2014
H. Contract Start Date	January 31, 2014

CONTENTS OF PROPOSALS

SUPPLEMENTAL WRITTEN RESPONSES

The CONCESSIONAIRE must respond in writing to all points below. If your company can not provide the specific documents requested or if they are not applicable to your operations, please indicate so in your proposal. The responses to this question will be weighted **25%**.

1. Please provide a copy of your company's employment policy and employment application including policies pertaining to employee medical benefits, domestic partner benefits, bereavement leave, family medical leave, and health insurance benefits.
2. Please highlight what is considered when reviewing a potential employee's background and indicate how frequently checks are conducted.
3. Please provide a copy of the resume for the individual that will be directly responsible and prepared to receive communication from MAIA 24 hours a day, 7 days a week.
4. Please provide the names and experience of the supervisors and managers that are potentially going to be in contact with the public.
5. Please include in your proposal your company's operations and procedures including but not limited to:
 - a) Revenue control procedures
 - b) Storage of keys
 - c) Handling situations when client appears unable to drive
 - d) Vehicles left unattended after closing
 - e) Altercations / complaint policy
 - f) Damage claims
 - g) Procedures to address incidents such as robberies or vehicle theft
 - h) Alleged hate crimes
 - i) Complaints of discrimination by employees and/or the public
 - j) Tracking the number of vehicles served at each facility
6. Please describe your company's employee training program. Include any company manuals and/or description of the training. The training may consist of parking operations or customer service topics or other areas related to the performance of duties covered in the scope of services under the CONCESSIONAIRE Agreement.
7. Please provide copies of the position description for the supervisory and managerial staff highlighting each position's wage range.

8. Please disclose any pending litigation in which your company or its principals or employees are names parties arising out of valet operations, including case name, case number, the court in which the case is pending, and a brief description of the causes of action.
9. If the CONCESSIONAIRE currently conducts business in the City of Los Angeles please provide the following information:
 - a) A list of the names, addresses and phone numbers of the company's commercial clients
 - b) A copy of the current business license for each client site

MAIA CONTRACT REQUIREMENTS

A. NON-DISCRIMINATION. The CONCESSIONAIRE represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONCESSIONAIRE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONCESSIONAIRE agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. RECORDS AND AUDITS. The CONCESSIONAIRE shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this AGREEMENT and such other records as may be deemed necessary by MAIA or any authorized representative. All records shall be made available at the request of the MAIA, with reasonable notice, during regular business hours, and shall be retained but the CONCESSIONAIRE for a period of three years after expiration of this AGREEMENT.

C. INDEMNIFICATION. The CONCESSIONAIRE shall indemnify, defend with counsel approved by MAIA, and hold harmless MAIA, its employees and volunteers from and against liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in

connection with CONCESSIONAIRE's performance of work hereunder or its failure to comply with any obligations contained in this AGREEMENT, regardless of the MAIA's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the MAIA. Should the MAIA in its sole discretion find CONCESSIONAIRE's legal counsel unacceptable, then CONCESSIONAIRE shall reimburse the MAIA its cost of defense, including without limitations reasonable attorney's fees, expert fees, and all other costs and fees of litigation. The CONCESSIONAIRE shall promptly pay any final judgment rendered against MAIA (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as permitted by the law of the State of California and will survive termination of this AGREEMENT.

D. INSURANCE REQUIRED. The CONCESSIONAIRE shall be required to maintain insurance and submit certificates of insurance as proof of coverage of the following insurance during the period the contract is in effect. The MAIA, its officers, officials, employees, agents, and volunteers are to be covered as additional insured's with respect to liability arising out of work performed by or on behalf of the CONCESSIONAIRE, including materials, parts, or equipment furnished in connection with such work or operations. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except for respect to the limits of liability of the insuring company. The insurance coverage and policy limits set forth in RFP constitute the minimum amounts of coverage required. Any insurance proceeds available to the MAIA in excess of the limits and coverage required in this AGREEMENT and which is applicable to a given loss, will be available to the MAIA.

1. **General Liability.** Comprehensive general liability insurance from an insurance carrier acceptable to the MAIA, with a combined single limit of not less than 1,000,000 per occurrence. Such insurance shall include products / completed operations liability, owner's and processing company's protective blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall name MAIA, its officials, officers, employees and agents as insured's; and be primary with respect to any insurance or self insurance programs maintained by the MAIA; and contained standard cross liability provisions. Such insurance shall be procured from an insurer authorized to do business in California, shall be subject to written approval by the MAIA, shall provide primary and not excessive coverage, shall name the MAIA, its officers and

employees as additional insured and shall contain provisions that prohibit cancellation, modification or lapse without thirty (30) days prior written notice to the MAIA.

2. **Garage Keepers Liability Insurance.** The CONCESSIONAIRE shall procure and maintain in force Garage Keepers Liability Insurance with limits of \$50,000 and higher. Such insurance shall include comprehensive automobile coverage with a combined single limit of not less than \$1,000,000 per occurrence, per owned, hired and non-owned automobiles.

3. **Workers' Compensation.** The CONCESSIONAIRE acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and certifies compliance with such provisions. The company shall furnish insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.

5. **Automobile Liability Coverage.** Automobile liability shall be provided with a limit of \$1,000,000.

E. TERMINATION. In the event CONCESSIONAIRE defaults in the performance of any of the terms or conditions of this AGREEMENT, MAIA shall give CONCESSIONAIRE written notice of such default.

CONCESSIONAIRE shall have ten (10) days from the date of any such notice to respond to MAIA in writing as to the action to be taken to cure the default. If the default is not reasonably curable within thirty (30) days, and CONCESSIONAIRE fails or refuses either to cure the default or initiate the cure as described in writing, then MAIA may provide CONCESSIONAIRE with written notice of termination, which termination shall take effect not sooner than thirty (30) days following such notice

MAIA shall have the right to perform or cause to be performed such defaulted work as it deems necessary to cure the default and charge the CONCESSIONAIRE the full cost thereof.

CONTRACT RESTRICTIONS

LIVING WAGE ORDINANCE No. 172336. The CONCESSIONAIRE shall abide by the provisions if the Los Angeles Living Wage Ordinance. During the term of this AGREEMENT,

the CONCESSIONAIRE shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the Los Angeles Living Wage Ordinance, a copy of which is enclosed for reference.

INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

The proposal must address all questions in the RFP with the supporting documents noted.

One copy of the bid calculation sheet (Appendix 1) is to be inserted in each of the two copies of the proposals.

Proposals must be signed in ink by the president, chief executive officer, or individual authorized to act on behalf of the company, with current Power of Attorney if applicable. The name and mailing address if the individual submitting the proposal must be provided.

Two (2) copies of each proposal shall be submitted to the MAIA no later than **3:00 p.m. Monday, January 13, 2014.**

The Motor Avenue Improvement Association will not open any of the proposals prior to the scheduled time and date. This contract is heavily dependent on service and compliance and is not intended to be awarded solely based on price.

Proposals must be addressed and delivered as follows:

Kelsey Lynd
Attn: Valet Parking Services Request for Proposals
Motor Avenue Improvement Association
3751 Motor Avenue #341248
Los Angeles, CA 90034

QUESTIONS ABOUT RFP

You may submit questions to the MAIA about the RFP in writing or by e-mail **no later than noon on January 8, 2014.**

Questions shall be sent by e-mail to Kelsey Lynd at: maia@motorassociation.org.

No oral, telephonic or telegraphic proposal or modification of proposal will be considered.

LOCATION OF PARKING FACILITY

Vehicles taken from the designated valet zone noted below may be stored at the parking facility covered in this RFP. The number of parking spaces noted for the lot reflects the number of striped spaces. The valet operator can manage the lot by tandem stacking and/or floating the drive isle.

The CONCESSIONAIRE is limited to the hours of operation and day(s) of the week noted below. The parking lot listed shall be coordinated with the valet pick-up and drop-off zone on National Boulevard.

1) **IMAN Cultural Center Parking Lot**

3376 Motor Avenue

- 55 striped parking spaces (with capacity for stacking)
- Wednesday – Sunday 6 p.m. – 11 p.m.

LOCATION OF VALET ZONE

Valet Zone 1 – South side of National Boulevard, west of Motor Avenue at parking meters (Meter numbers 4 and 5).

Hours of Operation for Valet Zone 1 are as follows:

- 6 p.m. – 11 p.m. Wednesday – Sunday (with a possible future extension to 3 a.m.)

MOTOR AVENUE IMPROVEMENT ASSOCIATION
SCOPE OF SERVICES

The valet company will operate one parking facility using the designated valet zone.

The Lease / Rental Proposal would represent a fixed monthly rent the MAIA would receive from the valet company under the CONCESSIONAIRE's AGREEMENT regardless of the number of vehicles parked (see Page 17).

CONTRACT PERFORMANCE STANDARDS

1. VEHICLE RETRIEVAL TIME

The CONCESSIONAIRE shall ensure that the maximum response time from the time a vehicle unit is requested until it is retrieved to the driver does not exceed 20 minutes.

2. REPORTS

The CONCESSIONAIRE shall report to the MAIA the monthly lot activity and compliance with Living Wage Ordinance for each month to the Parking Manager, no later than the second Tuesday of the following month.

Reports shall include weekly totals, stating the number of vehicles parked; hourly counts, number of vehicles in and out, the vehicle turnover at each location, and the names and hourly wages of employees working under this contract.

3. MEETINGS

The MAIA shall require periodic operations meetings with the CONCESSIONAIRE at mutually agreed-upon times.

4. MAXIMUM RATES

The AGREEMENT shall require the CONCESSIONAIRE to charge an approximate rate of \$5.00. The rates shall be posted at a location and size subject to the MAIA's approval that are visible to the driver before entering.

5. COMMUNICATION

The CONCESSIONAIRE shall have the ability to maintain contact between MAIA and parking services personnel through a dedicated e-mail address and mobile telephone while the lot is in operation.

6. VALET STATION

The CONCESSIONAIRE shall operate a valet station that is visually compatible with the surrounding environment, includes an image of the Motor Avenue Improvement Association logo, and provides a path of travel for the pedestrians and people with disabilities.

The valet station must be constructed of durable materials and is intended to provide function and security for the duration of the contract. The valet station must be covered from the direct sun and covered and lit during the evening. The lease agreement with MAIA does not provide any accommodation for power lines.

The CONCESSIONAIRE is expected to dismantle the valet station every night as mobile units.

7. CONTRACT AND MUNICIPAL CODE COMPLIANCE

The CONCESSIONAIRE is subject to regulation by the Director of the Motor Avenue Improvement Association or the Director's designee.

All relevant records are subject to periodic inspection to determine if the valet service is in compliance with the rules and regulations of the California Vehicle Code and/or local municipal code.

The CONCESSIONAIRE is subject to unscheduled inspections to determine if service is meeting all contract requirements and performance standards.

The CONCESSIONAIRE must conspicuously display the parking rate. The CONCESSIONAIRE shall have the ability to charge below the maximum rate if early bird parking is available and is specific to the times and structure of rates.

The CONCESSIONAIRE must obtain business license from the City of Los Angeles and comply in full with the City's Municipal Code.

8. TRAINING

The MAIA may request written documentation of employee attendance of training required under the contract. The MAIA may require CONCESSIONAIRE to provide additional employee training on a case by case basis, as needed during the term of the contract.

9. POLICIES, PERFORMANCE, RULES, AND CONDUCT

The CONCESSIONAIRE must maintain a fair, impartial, and reasonable attitude and perform all duties in a courteous manner. All conversations, remarks and actions with the public are a reflection of the MAIA and must be the result of considered judgment and absent of personal opinion or bias.

10. COMPLAINTS

The CONCESSIONAIRE shall report and complaint to the MAIA including discourtesy by an employee, claims of alleged vehicle damage, or theft of property no later than 72 hours of having knowledge of the complaint.

Complaints received by the MAIA about the CONCESSIONAIRE shall be forwarded to the CONCESSIONAIRE within 72 hours.

All complaints received by the CONCESSIONAIRE shall be investigated and responded to in writing to the MAIA. The investigation shall be completed within ten (10) calendar days of receipt of notification of the complaint.

Immediately following the conclusion of the investigation the CONCESSIONAIRE shall provide the MAIA with a written response stating the nature, date and time of the complaint. The written response shall include details and the results of the investigation, action taken and, if applicable, the measures taken to prevent future complaints including, but not limited to additional training and/or disciplinary action.

11. REDUCED RATE PARKING

The CONCESSIONAIRE shall coordinate a full and partial validation system to serve interested businesses in the area. The MAIA assumes no responsibility to subsidize valet operations for any specific business.

12. UNIFORM REQUIREMENTS

The CONCESSIONAIRE's employees shall wear uniforms that identify personnel with nametags.

13. AFTER HOURS VEHICLE RETRIEVAL

The valet company is responsible for providing a telephone number for arranging the retrieval of a vehicle after hours. The telephone number of the valet company shall be printed on the claim ticket with a disclaimer that vehicles may be cited if they are not picked up by 8 a.m. The valet company may not charge the vehicle owner any additional fees or charges for pick-up after hours.

APPENDIX 1

MOTOR AVENUE IMPROVEMENT
ASSOCIATION
REQUEST FOR PROPOSALS
Public Parking Valet Services

Please refer to page 12 of this document for the hours and descriptions of the parking facility.

The IMAN Cultural Center Parking Lot
3376 Motor Avenue, Los Angeles, CA 90034
> 55 striped parking spaces

Monthly Bid Amount

\$ _____

Company Name and Address:

Bid Submitted By:

(Please Print) _____

Signature:

Return Proposal to:

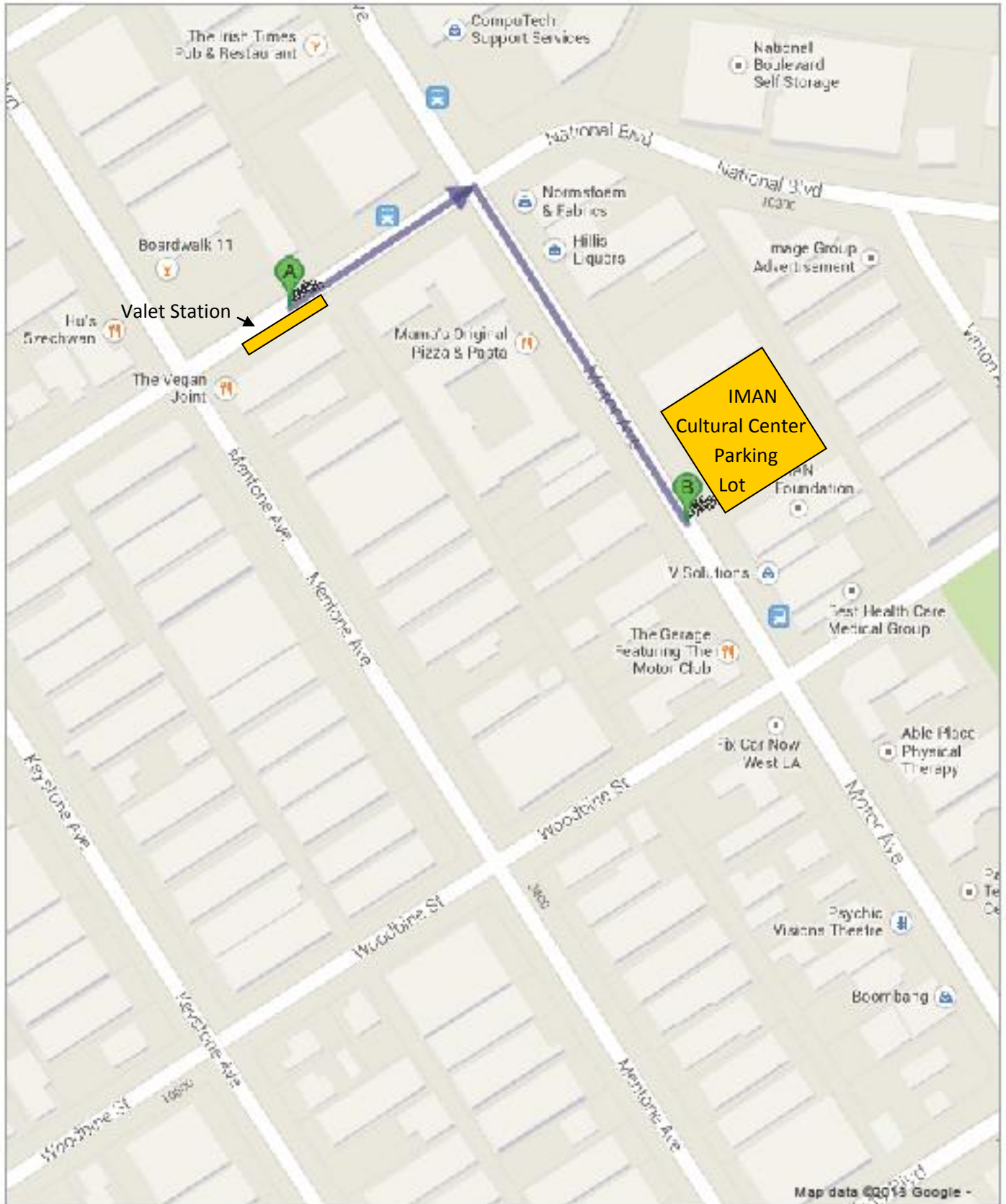
Kelsey Lynd
Attn: Valet Parking Services Request for Proposals
Motor Avenue Improvement Association
3751 Motor Avenue #341248
Los Angeles, CA 90034

Concessions Agreement Lease/Rental Proposal Deadline: Monday, January 13, 2014 at 3 p.m.

ATTACHMENTS:

- 1) Valet Parking Route to IMAN Cultural Center parking lot
- 2) Route from parking lot to Valet Station
- 3) ORDINANCE NO. 172336 (Living Wage Ordinance): use link below for reference
http://clkrep.lacity.org/onlinedocs/1996/96-1111-S1_ORD_172336_01-14-1999.pdf

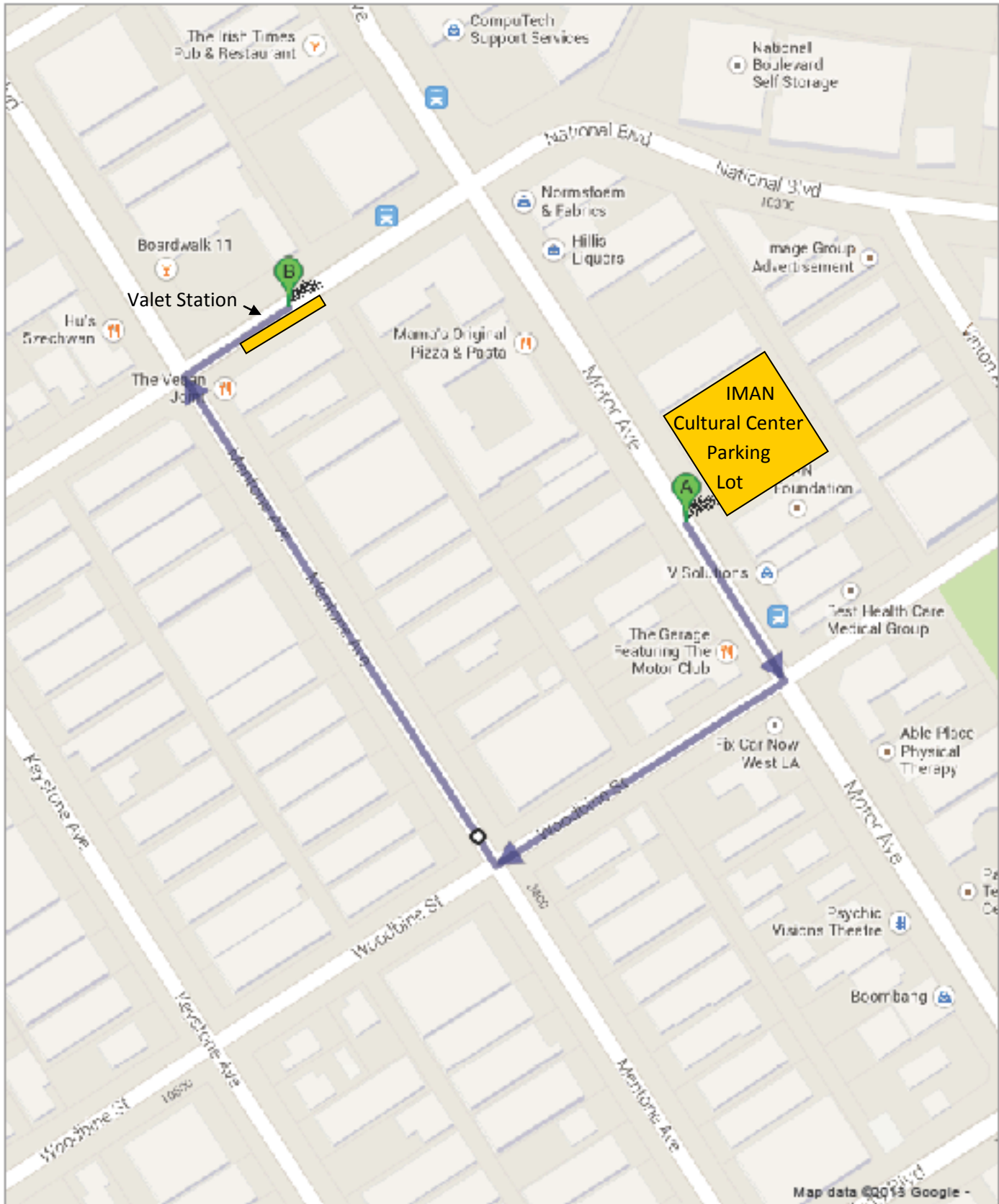
To see all the details that are visible on the screen, use the "Print" link next to the map.





The route has been modified. [Undo](#)

To see all the details that are visible on the screen, use the "Print" link next to the map.



Driving directions to 10426 National Blvd, Los Angeles, CA 90034

3D