

APPROVED
JUN 21 2006

REPORT OF GENERAL MANAGER

NO. 06-189

DATE June 21, 2006

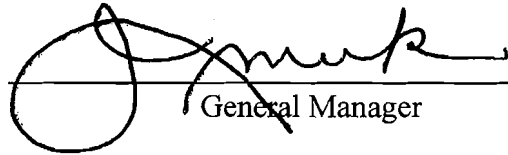
**BOARD OF RECREATION
and PARK COMMISSIONERS**

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BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH OBSERVATORY - VISITOR ACCESS PROGRAM - AWARD OF SHUTTLE AGREEMENT TO TRANSIT SYSTEMS UNLIMITED, INC.

J. Combs _____	H. Fujita _____
K. Regan _____	M. Shull _____
F. Mok _____	J. Kolb _____
S. Huntley _____	*B. Jensen _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Award a personal services agreement contract for shuttle/bus services to Griffith Observatory to Transit Systems Unlimited, Inc.;
2. Approve a one-year personal services agreement, with extensions up to two additional years, with Transit Systems Unlimited, Inc., substantially as on file in the Board office, subject to review and approval of the Mayor in accordance with Executive Directive No. 3, and subject to review and approval by the City Attorney as to form;
3. Direct the Board Secretary to forthwith transmit the agreement to the Mayor and City Attorney for expedited review; and,
4. Authorize the Board President and Secretary to execute the agreement subsequent to receipt of necessary approvals.

SUMMARY:

The world-famous Griffith Observatory will reopen to the public in late October or early November of 2006. To meet the expected demand of well over 2 million visitors a year during the re-opening period, a program of Visitor Access Management was developed by Department staff working in conjunction with the Council Office in District 4, the Friends Of The Observatory, the community, consultants, and other agencies. Key elements are use of timed entry reservations and shuttle-only

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access to the Observatory site. On June 15, 2006, the Board awarded an agreement for personal services for a provider of timed entry reservation tickets, and approved a process of requiring a best and final offer for a shuttle services contract between Tour Coach Charter and Transit Systems Unlimited, Inc., (Board Report 06-146).

Four proposals were received in the Request for Proposals (RFP) process for the shuttle service, with two proposers, Transit Systems Unlimited, Inc., and Tour Coach Charter, clearly having brought superior and multiple cases of directly applicable experience in their proposals, according to evaluators from the Los Angeles Department of Transportation, outside transportation consultants, and Department staff. Transit Systems has and is continuing to successfully and satisfactorily handle the completely similar Hollywood Bowl and Pasadena Design House shuttles, with their event orientation and operational practices, for example queuing during waits and dealing with customer service issues such as visitors late for tour times. Tour Coach likewise has direct experience in this vein, with Getty Museum and various visitor tour programs, plus has a presence already at Hollywood and Highland.

The RFP for shuttles requested pricing for two options, one in which the City could offer overnight parking, and one in which the City could not. As the situation developed, it appeared unlikely the City would be able to offer satisfactory overnight parking through the entire first year term, and perhaps not at all. In order to have clear comparisons, the two shuttle proposers were requested to make a best and final offer on the per person cost (without overnight parking provided). The lowest offered bid would be recommended for award.

Best and final offers were received from both Transit Systems Unlimited, Inc., and Tour Coach Charter by the stated deadline of noon, Monday, June 19, 2006, and were opened at 12:01 p.m. Transit Systems Unlimited, Inc., at \$3.68 per rider was the lower bid against Tour Coach Charter at \$4.25 per rider.

The agreement proposed for approval will be for a term of one year, with provision for renewal for up to a total of two additional terms that could be approved in quarterly increments. City has no financial responsibility or liability for the operation, including no insurance, data transmission, fuel, or staffing costs; the City will monitor ticketing activity and receive the bus-cost portion of the timed entry ticket fee for pass through to the shuttle contractor. A Faithful Performance Bond or Deposit will be required to be maintained for the duration of the agreement in the amount of \$250,000. Liquidated damages of \$2500 a day per bus will also be assessed for the shuttle company in the event they fail to provide service. All provisions of the Standard Provisions for City Contracts (Rev. 10/03) with Attachments 1 and 2 will be applicable to these agreements. Cost reimbursed will be in accordance with the per person prices proposed above.

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FISCAL IMPACT STATEMENT:

These services are planned to be self-sufficient, with modest fees paid by visitors during the opening period evenly reimbursing the cost of the contract services. There will be minor General Fund costs to administer the contracts. Most other expenses related to the Visitor Access program have been funded in the 2006-2007 budget.

Report prepared by Linda Barth, Administrative Resources