



# City of Los Angeles

Department of Recreation and Parks

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## REQUEST FOR PROPOSALS (ARS-G08-01)

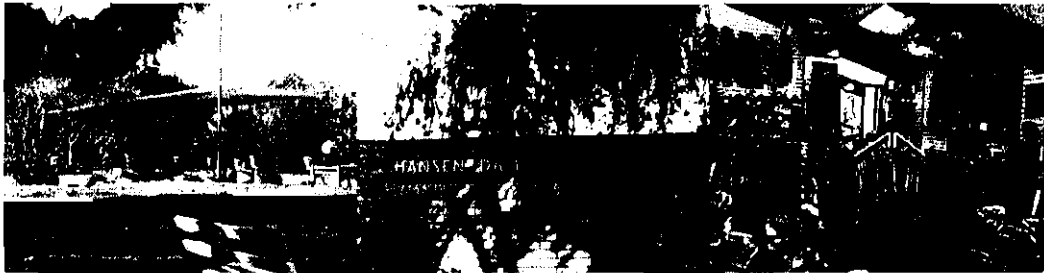
### For the Operation of the **GOLF PROFESSIONAL CONCESSION**

(Pro Shop, Driving Range, and Lessons Service)

at the

### **HANSEN DAM GOLF COURSE**

10400 Glenoaks Blvd., Pacoima, California 91331



**Release Date:**

**June 1, 2009**

**Pre-Proposal Conference:**

**July 7, 2009 (see page 10)**

**Due Date:**

**September 8, 2009 (see page 9)**

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CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS

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**REQUEST FOR PROPOSALS  
FOR THE OPERATION OF THE GOLF PROFESSIONAL CONCESSION  
AT THE HANSEN DAM GOLF COURSE**

**I. INTRODUCTION**

The Department of Recreation and Parks (hereinafter “Department”) is pleased to offer an exciting opportunity for a well-qualified business entity to renovate, operate, and maintain the pro shop, driving range, and golf lessons concession at the Department’s Hansen Dam Golf Course in Pacoima, California.

The proposing individual or company shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, and document compliance with appropriate laws and regulations.

The selected concessionaire shall demonstrate the ability to implement a concession program that will meet or exceed the objectives of the City of Los Angeles, Department of Recreation and Parks, as well as incorporate innovative ideas that are appropriate for this concession.

The Department’s goals are to (1) provide the public with the best and most satisfactory service from the concessions, and (2) ensure that the City receives adequate and appropriate compensation from private businesses allowed to operate on park property.

**II. OBJECTIVE OF THE REQUEST FOR PROPOSALS**

The objective of this Request for Proposals (“RFP”) is to award a ten (10) year Concession Agreement (“Agreement”), with two (2) five (5) year renewal options exercisable at the sole discretion of General Manager of the Department of Recreation and Parks (General Manager), to an operator who will accomplish the following:

- Provide the necessary investment to renovate the driving range, including but not limited to installation of a permanent driving range equipment storage/work area, installation of protective netting (baffles), renovation of existing stall covers, etc., as specified herein;
- Renovate the driving range and pro shop, through creative, aesthetic, efficient, and safe design, to meet or exceed customer service expectations and the needs of the golfing community;
- Optimize visitor participation in the concession by providing high quality merchandise consistent with the needs of the Hansen Dam Golf Course golfer/customer, and professional service at reasonable prices, thus resulting in the highest possible revenues to the concessionaire and the City of Los Angeles;
- Assess, provide, and install all necessary furnishings and equipment in order to create an attractive and inviting concession;
- Display awareness of the demographics and special needs of the community this concession serves;
- Reach out to the community to help increase the current usage at the concession through the use of marketing and advertising tools; and
- Work in unison with the Department of Recreation and Parks during the normal course of business and as unforeseeable problems arise.

### III. DESCRIPTION OF CONCESSION

The Hansen Dam Golf Course is located at 10400 Glenoaks Blvd., Pacoima, within the Hansen Dam Recreational area and includes one 18 hole golf course, an electric golf cart operation, a full service restaurant, a golf professional shop, driving range, and active men's and women's clubs.

The Hansen Dam Recreational Area is approximately 1,450 acres in size and includes picnic areas, soccer and baseball fields, an equestrian center, an amphitheater, and miles of hiking/equestrian trails. In addition, the Hansen Dam "Master Plan" includes the development of two small recreation lakes and other passive and active recreation areas. The property is within the Hansen Flood Control Basin owned by the US Army Corp of Engineers and leased to the City of Los Angeles under lease number DACW09-1-69-45.

The Hansen Dam Golf Professional Shop/Lesson Service Concession consists of the Driving Range, Golf Professional Shop, and Golf Lesson Service. The Hansen Dam Golf Professional Shop is approximately 828 square feet and includes a retail display area, a storage room, an office, a changing room, and an employee restroom (refer to Exhibit A – Premises Map).

The Hansen Dam Driving Range Concession includes a driving range which is lighted and has a thirty-one (31) stall tee line; of which twelve (12) are covered.

The Department provides water and trash pickup from the main dumpster. The concession operator is responsible for electric utility charges based on separate meters exclusive to the golf professional operator. The concession operator will remit electricity utility payments directly to the utility company. Gas utility payments will be remitted to the Department as there is no separate gas meter.

#### **Five Year Hansen Dam Golf Professional Gross Revenue:**

<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
\$ 697,393	\$ 684,730	\$ 652,113	\$ 671,783	\$ 470,966

#### **Golf Course Attendance:**

<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
94,720	90,012	89,627	91,188	80,333

Other amenities at this facility include an electric golf cart rental service, currently operated as a separate concession under its own concession agreement; and a full service restaurant, also operated as a separate concession under its own concession agreement.

**Note that the electric golf carts rental concession and the restaurant concession are not part of this RFP.**

**About the City's Golf Course System:**

Los Angeles, the birthplace of municipal golf courses, opened the first municipal grass greens golf course in Griffith Park in 1923. In 1924, the Harding Golf Course in Griffith Park was built and officially opened (later known as Wilson-Harding Golf). Today, the City owns and operates the largest municipal golf system in the United States, consisting of a total of thirteen courses: seven 18-hole championship courses, one 9-hole regulation course, two executive 9-hole courses, two 9-hole pitch and putt courses, and one 18-hole pony course. The Department also operates one junior golf learning center. The City's courses are open for play, conditions permitting, 365 days a year from dawn to dusk.

**Days of Non-Operation:**

During instances of inclement weather or other safety hazards, the Department will occasionally need to close one or more of the golf courses. The following chart indicates the number of days in prior years during which the Hansen Dam Golf Course was closed due to inclement weather. The proposer should consider that such closures will negatively impact its overall annual revenue stream and so should incorporate closure day impacts into its business plan.

Prior Years Golf Course Closures:

Mo/Yr	2004	2005	2006	2007	2008	Total
Jan	0	2	0	0	1	3
Feb	1	2	0	0	0	3
Mar	0	0	0	0	0	0
Apr	0	0	0	0	0	0
May	0	0	0	0	0	0
Jun	0	0	0	0	0	0
Jul	0	0	0	0	0	0
Aug	0	0	0	0	0	0
Sep	0	0	0	0	0	0
Oct	0	0	0	0	0	0
Nov	0	0	0	0	0	0
Dec	2	0	0	0	0	2
Total:	3	4	0	0	0	7

Current Green Fees (July, 2008):

	Monday-Thursday	Friday	Weekends/Holiday
18 Holes Resident	\$26.00	\$30.00	\$34.00
18 Holes Non-Resident	\$31.00	\$35.00	\$39.00
18 Holes Senior Resident	\$17.00	\$20.00	---
18 Holes Senior Non-Resident	\$22.00	\$25.00	---
18 Holes Junior	\$6.00	\$6.00	\$7.00*
18 Holes Lifeline (After 12:00 noon)	\$13.00	\$15.00	---
9 Holes/Twilight Resident	\$16.00	\$18.50	\$21
9 Holes/Twilight Non-Resident	\$19.00	\$21.50	\$24.00
9 Holes/Twilight Senior Resident	\$10.00	\$12.00	---
9 Holes/Twilight Senior Non-Resident	\$13.00	\$15.00	---
9 Holes/Twilight Junior	\$5.00	\$5.00	\$6.00*
9 Holes/Twilight Lifeline	\$8.00	\$9.25	---
Super Twilight Resident	\$10.00	\$10.75	\$11.50
Super Twilight Non-Resident	\$13.00	\$13.75	\$14.50
<b>Cart Rentals</b>			
Hand Cart Rental (In Pro Shop)	See Pro Shop		
Electric Cart Rental Double	\$24.00	\$24.00	\$24.00
Electric Cart Rental Single with \$8.00 Dep.	\$16.00	\$16.00	\$16.00

Seniors: 65 & Older      Lifeline: Resident – 65 & Older      \* Open Tee  
 Juniors: Under 18 (Under 13 Must be Certified)

## IV. INSTRUCTIONS TO PROPOSERS

### A. Submitting a Written Proposal

To be considered for award of this concession agreement, proposing entities must submit a sealed, written proposal in response to the Proposal Items indicated herein. Proposals provide information about background, current business practices, applicable experience, and plans for this concession. Proposals are evaluated based on several evaluation criteria as indicated in this RFP.

Proposers may wish to consider the following guidelines in preparing their proposals:

- Make sure your proposal is well-organized and easy to read.
- Verify that your proposal is complete and that you've completely responded to all proposal items and compliance documents in the RFP.
- Formulate your responses precisely and with detail; avoid vague, meaningless, or open-ended responses.
- Make sure your proposal demonstrates that your financial projections and cost estimates are realistic and sustainable.
- Clearly describe what your management team will bring to the concession.
- If there are significant risks in your business strategy, include plans to mitigate those risks, addressing any contingencies that may arise.

### IMPORTANT:

#### Charter Section 371(e)(10)

**In approving this RFP, the Board, in its capacity as the contract awarding authority for the Department, finds, pursuant to Charter Section 371 (e) (10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the Department for the improvement, operation and maintenance of the Department's concession. To select the best proposer for this concession, the Board finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP. The Board specifically finds that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet the Department's needs and therefore opts to utilize the standard request for proposals process.**

Your written submittal in this RFP process will be the primary basis on which the City will consider its award for the Agreement; therefore, proposers should be as thorough and as detailed as possible when responding to each proposal item and assembling a proposal. In the written proposal, proposers must include responses to ALL proposal items requested

herein below. Proposers will not be able to add to or modify their proposals after the proposal due date.

The City may deem a proposer non-responsive if the proposer fails to provide all required documentation and copies.

Proposals accepted by the City in writing constitute a legally binding contract offer. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material.

**B. Submitted Proposals: Proposals must contain ALL of the following:**

**1. Cover Letter**

Proposers are to include a signed cover letter indicating the contact information for the entity proposing. Include at a minimum:

- a. Key names, including title and position;
- b. Complete mailing addresses;
- c. Telephone and fax numbers (including office and cell numbers as appropriate);
- d. E-mail addresses, and any other information needed by City staff to contact proposers; and
- e. Include a statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions; and
- f. The cover letter must be signed by an individual authorized to bind the proposer.

**2. Proposal Deposit**

All proposals must include a Ten Thousand Dollars (\$10,000.00) Proposal Deposit in the form of a cashier's check only, payable to the **City of Los Angeles**. This amount shall be payable as a guarantee that the selected proposer will enter into an Agreement for the concession.

The Proposal Deposit of the successful proposer will be released upon receipt of the required Performance Deposit, evidence of insurance and execution of the Agreement. In the event that an award is made and the successful proposer fails to execute the Agreement and to provide the required Performance Deposit and insurance policies, the Proposal Deposit of that proposer will be forfeited and retained by the Department.

The Proposal Deposits of unsuccessful proposers will be returned upon execution of an Agreement with the proposer awarded the concession. Proposal Deposits are maintained for all proposers in the event the successful proposer fails to execute the Agreement and another proposer is considered for award. Please note that the execution of a concession agreement could take up to twelve months to complete.

**3. Proposal Items**

Proposers are to submit complete, detailed responses to all of the Proposal Items in Section V, beginning on Page 13 of this RFP:

- Ability to Finance
- Background and Experience
- Proposed Business Plan
- Proposed Rent Payment
- On-Going Refurbishment, Improvements, and Maintenance
- Concession Improvements

**4. Compliance Documents**

This is a new RFP for a new Concession Agreement. Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

As part of the RFP process, all proposers are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibit B of the RFP (“Compliance Documents”).

Additional information regarding some compliance documents may be available at the Pre-Proposal Conference, on a City website, and/or by phone with the administering Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. The Department reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your proposal:

- a. Proposer’s Signature Declaration and Affidavit (Section I.A of Exhibit B)  
The original notarized form must be submitted with the original proposal; copies of the notarized form must be submitted with the other proposal copies (see Section IV.C – “Number of Copies”).
- b. Disposition of Proposals (Section I.B of Exhibit B)  
The document must be signed by an individual authorized to bind the proposer.
- c. Affirmative Action Plan (Section I.C of Exhibit B)  
Complete A1, A2 and A7  
Submit A1 through A7 with the proposal  
  
OR: The Proposer may submit their own Affirmative Action Plan that meets all the requirements of the City’s Affirmative Action program.
- d. Contractor Responsibility Ordinance Statement (Section I.D of Exhibit B)  
Pages 1 through 6 of the document must be completed and submitted with the proposal. Pages 1 and 6 must be signed.

- e. Equal Benefits Ordinance Statement (Section I.E of Exhibit B)  
Please read the instructions in Exhibit B.
- f. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit B)

Submittal of LWO/SCWRO documents is *only required if the proposer is applying for an exemption to the ordinance requirements.*

- g. Minority Business Enterprise (MBE) / Women Business Enterprise (WBE) / Other Business Enterprise (OBE) Subcontractor Outreach Program (Section I.G of Exhibit B)

**Anticipated Participation Level: 10% (combined MBE/WBE/OBE)**

The outreach must attempt to provide a portion of the concession operation to MBE/WBE/OBE subcontractors. While areas of the concession improvements may be used to obtain the expected participation level, the outreach must not be limited to only the concession improvements, as these are expected to be of limited duration.

Failure to meet anticipated MBE/WBE/OBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, failure to include supporting documentation of a good faith effort or failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points will render the bid **non-responsive** and will result in its rejection.

The following are areas that have been identified as possible subcontracting opportunities (**Note: Proposers may include other outreach areas not listed in the following**):

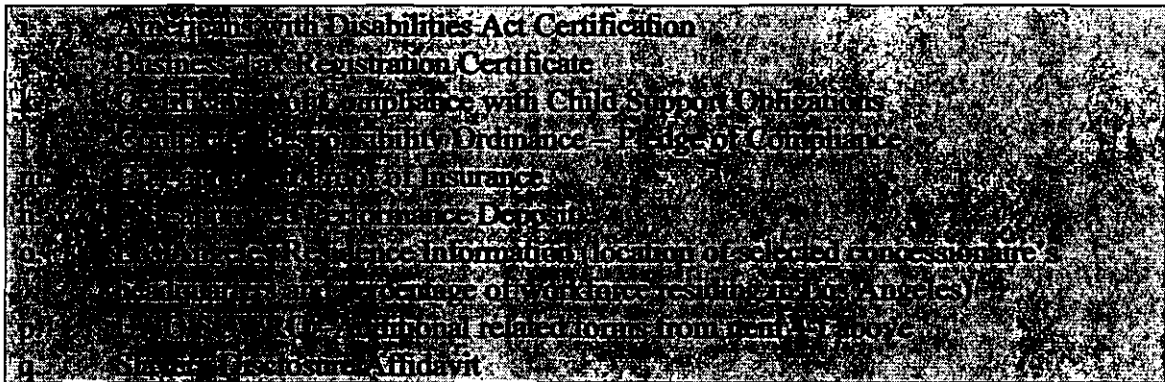
- Concession Operation
- Lesson Services - Instructors
- Payroll/Accounting/Bookkeeping
- Messenger Services
- Uniform (Purchase or Rental)
- Uniform Cleaning Service
- Suppliers (Pro Shop)
- Suppliers (Driving Range)
- Landscape Maintenance/Service
- Equipment Maintenance/Service
- Cleaning Service
- Advertisement
- Printing & Binding

**Concession and Capital Improvements**

Improvements identified by the proposer must contain designed and specified work to be bid on by subcontractors prior to proposal submission so that if the proposer is selected as the concessionaire and the improvements are approved by the City, the improvements will be performed by the subcontractors identified in the concessionaire’s proposal.

- h. Bidder Certification – CEC Form 50 (Section I.H of Exhibit B)  
Please read the instructions in Exhibit B.

*Only the Concessionaire selected for award of the contract shall submit the following additional required items prior to execution of the agreement (within 30 working days of notification by Department):*



Failure of the successful proposer to submit all the required documents (specified as items “i” through “q” above) within 30 days of notification of award by the Department shall cause the proposal to be deemed non-responsive and will result in cancellation of the award and forfeiture of the proposal deposit.

**C. Proposal Submittal Information:**

**Deadline for Submission**

To be considered, proposals must be received in the Office of the Board of Commissioners on or before 3:00 pm, Tuesday, September 8, 2009.

**Where to Submit your Proposal**

The complete proposal package shall be placed in a sealed envelope or box labeled “Proposal for the Hansen Dam Golf Course Professional Concession – ARS G08-01.” Said envelope or box shall have the name and address of the Proposer on the outside and be delivered to:

Los Angeles Department of Recreation and Parks  
Office of the Board of Commissioners  
Attention: Board Secretary  
221 North Figueroa Street, Suite 1510  
Los Angeles, CA 90012

**Number of Copies**

Please provide one (1) original proposal, six (6) copies of the proposal and one (1) non-bound reproducible copy. Plainly identify the respective documents. An original proposal is a proposal that has a wet signature on all documents requesting a signature from the proposer (e.g., cover letter, compliance documents, etc.). A reproducible copy is one which can readily be reproduced through a photocopier.

**Important Notices**

Candidates who mail their proposals should allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted. At the day and time appointed, all timely submitted proposals will be opened and the name of the proposer(s) announced. No other information about the proposals will be made public until such time as a recommendation concerning proposals is made to the Board of Recreation and Park Commissioners.

The City reserves the right to extend the deadline for submission should such action be in the best interest of the City. In the event the deadline is extended, proposers will have the right to revise their proposal. Proposals may be withdrawn personally, by written request, prior to the scheduled closing time for receipt of proposals. Faxed withdrawals will be accepted by the Board at (213) 202-2610, Attn: Board Secretary. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified due date and time.

A proposal will be returned only if the above described withdrawal request explicitly requests that it be returned either to a representative of the proposer who personally presents the withdrawal request with original signature to the Board Office or by USPS mail after the original signed request is received. The proposal will be sent by means of some other service only if the proposer pays for that service.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award and forfeiture of the Proposal Deposit. The City reserves the right to withdraw this RFP at any time without prior notice and return deposits.

All proposals submitted in response to this RFP become the property of the City of Los Angeles, Department of Recreation and Parks.

**Non-Mandatory Pre-Proposal Conference**

Date: July 7, 2009  
Time: 1:30 p.m.  
Location: Hansen Dam Golf Course Restaurant  
10400 Glenoaks Boulevard, Pacoima, CA 91331

The purpose of the conference is to clarify the contents of this RFP and to discuss the Hansen Dam Golf Course Professional Concession's needs. Although attendance is not mandatory, 10 points towards the Good Faith Effort Subcontractor Outreach program as described in Section IV.B.4.g on Page 8 of the RFP will be awarded to all proposals with a representative in attendance. A site walk of the facility will take place at a specified date and time. **It is highly recommended that prospective proposers read the complete RFP prior to the conference and begin preparation of their proposal in order to maximize the benefits of the conference.**

To maximize the effectiveness of the conference, the Contract Coordinator requests that, to the extent possible, proposers provide questions in writing prior to the conference. This will enable the Contract Coordinator to prepare responses in advance. Specific questions concerning the RFP should be submitted in writing to the Contract Coordinator:

Department of Recreation and Parks  
Concessions Unit (Mail Stop 628)  
3900 West Chevy Chase Drive  
Los Angeles, CA 90039  
Attn: Melanie Torres

Additional questions may be accepted, in writing, at the conference. However, responses may be deferred and provided as addenda to the RFP at a later date. **Questions will be deemed late and may not be answered after July 7, 2009, 5:00 pm.**

All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section number, paragraph number, and page number, and quote the passage that prompted the question. This will ensure that the passage can be quickly found in the RFP. The City reserves the right to group similar questions when providing answers.

If the City requirements or the specifications prevent proposers from submitting a proposal that would be beneficial to the City, please address the concern to the Contract Coordinator listed below.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in the City not receiving the best possible responses from proposers.

#### **Contact With City Personnel**

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Name: Melanie Torres  
Address: 3900 W. Chevy Chase Dr., Mail Stop 628, Los Angeles, CA 90039  
E-mail: melanie.torres@lacity.org  
Fax: (818) 243-6451

**D. Document Check**

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents as referenced within the RFP, including any addenda. If you are missing any items, you should make a written request to the following address:

Department of Recreation and Parks  
Concessions Unit (Mail Stop 628)  
3900 West Chevy Chase Drive  
Los Angeles, CA 90039  
Telephone (818) 243-6488  
Fax (818) 243-6451

The complete RFP package and all forms and information in Exhibit B are also available at [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm). Should you find a discrepancy in or omissions from said documents, or have questions as to their meaning, notify the Contract Coordinator at the above address in writing or fax no later than the deadline date for receiving proposals. The City of Los Angeles will not be bound by any oral statements or representations.

**V. PROPOSAL ITEMS, REQUIRED OPERATING RESPONSIBILITIES, AND CONTRACTUAL PROVISIONS**

The following are three sections which, in part, will comprise the fundamentals of the Agreement for this concession:

- A. Proposal Items
- B. Required Operating Responsibilities
- C. Contractual Provisions

In the written proposal, proposers should include explicit, detailed responses to each of the Proposal Items. If selected as the winning proposal, the proposer must be willing and able to commit to the Proposal Items, Required Operating Responsibilities, and Contractual Provisions.

**A. Proposal Items**

Keeping in mind the needs and the potential of the concession, the demographics of the patrons and prospective patrons at the Hansen Dam Golf Course Complex, and the goals and requirements of the City as set forth in this RFP, proposers are encouraged to offer sound, practical, and sustainable ideas to provide a first-rate, high-quality concession. Accordingly, proposers must respond to each of the following items in their written proposal. Each response in the proposal must correspond to each of the numbered items herein.

**NOTE: ONLY ONE OPTION FOR EACH PROPOSAL CRITERION WILL BE ACCEPTED PER SUBMITTAL. MULTIPLE PROPOSAL OPTIONS CONTAINED IN A SINGLE PROPOSAL WILL BE CAUSE TO FIND THE SUBMITTED PROPOSAL NON-RESPONSIVE TO THE RFP. HOWEVER, PROPOSERS ARE WELCOME TO SUBMIT MORE THAN ONE PROPOSAL IN RESPONSE TO THIS RFP.**

**1. Ability to Finance**

Each proposer must demonstrate the financial means and resources to finance, operate, and sustain the concession operation as proposed, including all proposed improvements, start-up and pre-opening costs, inventory and sufficient working capital, and access to additional capital, if needed. To this end, each proposer must provide, with the submitted proposal, the following items (all items submitted are subject to verification by the Department):

**1.1 Amount of Investment Required**

State the amount of investment you will require to begin operations as proposed. This amount must include Start Up Costs (Proposers must include a response to each proposal item listed below):

- \_\_\_ Amount of Investment to begin operations as proposed, to include:
  - \_\_\_ Performance Deposit
  - \_\_\_ Inventory
  - \_\_\_ Equipment

- \_\_\_ Operating Supplies
- \_\_\_ Others (list)

The amount stated here must be consistent with the proposer's Financial Projections and Planning, which is to be completed in response to Section V.A.3.8 of this RFP.

### 1.2 Source(s) of Funding Concession Operation

Proposers must include a response to each proposal item listed below:

\_\_\_ Indicate whether the proposed source of funding the above amount is cash reserves, financing from a commercial lender, other sources, or a combination thereof.

\_\_\_ Of the total amount required, indicate the amount that is to be funded through each source.

### 1.3 Financial Documentation

Each proposer must provide, with the proposal, the following written verification of its ability and commitment to provide adequate funding in the amount indicated above.

(If a partnership or joint venture, the following must be provided for each of the entities comprising the partnership or joint venture.)

Proposers must include a response to each proposal item listed below:

**1.3.1** If cash reserves are to be used to fund the operation, provide the following (if no cash is to be used, so state in your response to this section):

\_\_\_ Bank statements for the proposing entity for the twelve (12) months preceding the release date of this RFP.

\_\_\_ If proposing entity is a public corporation, include a letter signed by an officer of the company that represents that company's finance committee or other entity (executive committee, board of directors, etc.) that has the authority to approve the expenditures. **NOTE: Such letter must be an original and must be notarized.**

\_\_\_ Copies of current credit reports/ratings of the proposing entity. If private capital is to be used, provide copies of current credit reports/ratings of the person(s) whose funds are to be used ("Current" shall mean current as of March 2009 or later).

**1.3.2** If loans are to be used to fund the operation, provide the following (if no loans are to be used, so state in your response to this section):

- \_\_\_ A copy of an unconditional, formal, and binding letter of commitment from the lender(s).
- \_\_\_ Copies of current credit reports/ratings of the proposing entity. (“Current” shall mean current as of March 2009 or later).

1.3.3 Provide detailed documentation for any additional sources of funding. If no other sources of funding are to be used other than those already indicated, so state in your response to this section.

**2. Background and Experience**

Describe your business entity’s background and experience in operating golf professional, golf shop, and driving range operations similar to this concession. If this is a new company, partnership, or joint venture formed for the operation of this concession, describe the background and qualifications of each of the partners or principals.

**Note:** This section pertains to your business entity’s PAST experience and CURRENT operations, not your PROPOSED operation for this concession.

**2.1 Ownership Description**

Proposers must include a response to each proposal item listed below:

- 2.1.1 \_\_\_ Address
- 2.1.2 \_\_\_ Length in business (in years and months)
- 2.1.3 \_\_\_ Size of company
- 2.1.4 \_\_\_ Organizational chart
- 2.1.5 \_\_\_ Names of persons responsible for golf professional services and their certification
- 2.1.6 \_\_\_ Any pending mergers (if none, so state in response to this section).

**2.2 Description of proposing entity’s experience in and knowledge of operating golf professional, golf shop, and driving range operations similar to this concession**

Proposers must include a response to each proposal item list below (if none, so state in response to each item below):

- 2.2.1 \_\_\_ Description of similar current and past operations; indicate whether former and/or current operations included a pro shop, driving range, and lessons service, etc.
- 2.2.2 \_\_\_ Revenues of past or current comparable operations under the proposer’s management; broken down by category (pro shop, driving range, lessons, etc.), for the previous five years; include annual revenue before proposer assumed operations, if applicable; indicate whether revenues increased or decreased under proposer’s management, and indicate reasons therefor.
- 2.2.3 \_\_\_ Proposer’s years of above experience.
- 2.2.4 \_\_\_ Extent of any related experience.

2.2.5 \_\_\_ Experience in implementing improvements similar to those required herein; include the cost of improvements implemented, amount of time taken to complete them, any evidence of increased attendance or revenue as a result of such improvements, etc.

2.2.6 \_\_\_ Additional information which demonstrates your qualifications.

### 2.3 **Current Operations**

Proposers must include a response to each proposal item listed below (if none, so state in response to each item below):

2.3.1 \_\_\_ Employee hiring, training, motivation, and promotion policies.

2.3.2 \_\_\_ Methods and controls for accounting.

### 2.4 **Contracts history (include contact information for all contracts listed)**

Proposers must include a response to each proposal item listed below (if none, so state in response to each item below):

2.4.1 \_\_\_ List of all opened and closed contracts during most recent 12 months.

2.4.2 \_\_\_ List of all lost contracts during 2005, 2006, 2007, and 2008.

2.4.3 \_\_\_ List of contracts started and lost within 12 months of opening/starting.

### 2.5 **References**

Proposers must include a response to each proposal item listed below:

2.5.1 \_\_\_ **Business References:** Provide a minimum of three (3) references with whom you have conducted business to verify relevant past performance. Include names, addresses, telephone numbers, and the scope of the business relationship.

2.5.2 \_\_\_ **Financial References:** Provide a minimum of three (3) references from banks or other financial institutions; include names, addresses, telephone numbers, and the type of relationship (for example, checking/savings accounts, commercial loans, landlord, lessor, etc.).

## 3. **Proposed Business Plan**

This and the following sections pertain to your PROPOSED operation for this concession, not your PAST experience. The proposer's Business Plan must include, but is not limited to, the following (Proposers must include a response to each proposal item list below):

### 3.1 **Operational Plan for Entire Concession**

3.1.1 \_\_\_ **Staffing and management** (note that provisions of the City's Living Wage and Service Contract Worker Retention Ordinances will apply).  
At a minimum, the following must be provided:

- \_\_\_ Names and qualifications of key personnel, including on-site full-time concession manager; include résumés;
- \_\_\_ Number of staff members required;
- \_\_\_ Proposed organizational structure;
- \_\_\_ Employee hiring, training, retention, motivation, and promotion methods.

3.1.2 \_\_\_ A detailed schedule of maintenance of the Premises (refer to Exhibit C, Section 3 for the description of the Premises; note that the Premises, as defined herein, includes the entire driving range, tee line, range shop, putting greens between the range shop and driving range, pro shop, and the equipment storage area to be constructed).

3.1.3 \_\_\_ Methods of increasing and maintaining your clientele. At a minimum, the following must be provided:

- \_\_\_ Advertising, promotion, merchandising, and marketing plans for all segments of the concession (range, lessons, shop, etc.);
- \_\_\_ Plans to identify and address the needs of the local community and golfing clubs at Hansen Dam;
- \_\_\_ Merchandise return or money-back guarantee policies (if any);
- \_\_\_ Customer service policies;
- \_\_\_ Specific methods of monitoring customer satisfaction and maintaining excellent customer relations.

3.1.4 \_\_\_ Methods of accounting and controls. At a minimum, the following must be provided:

- \_\_\_ Methods of tracking sales;
- \_\_\_ Methods of tracking purchases, receivables and payables;
- \_\_\_ Inventory controls.

### 3.2 **Driving Range**

3.2.1 \_\_\_ Price list for buckets of all sizes;

3.2.2 \_\_\_ Range balls and mats; indicate: a) brands or types to be used, and b) a specific replacement and rotation schedule. Note that range balls must be marked as such;

3.2.3 \_\_\_ Method of maintaining high standards of quality range balls and mats as to ensure compliance with the Range Balls and Driving Range Mat Standards of Quality (refer to Exhibit E); indicate proposed method of range ball picking.

### 3.3 **Pro Shop (including satellite range shop)**

Operator must provide merchandise for both men and women, and provide services such as repairs and club rentals.

- 3.3.1 \_\_\_ A sample list of merchandise to be sold, include:  
\_\_\_ Basis or justification for selection of these items;  
\_\_\_ Proposed mark-up percentage or pricing methodology;  
\_\_\_ Specific plan for moving aging and obsolete inventory.
- 3.3.2 \_\_\_ Indicate whether you are proposing a minimum of inventory to be stocked in the pro shop and range shop (specify levels such as dollar amount, types of items, etc.).

### 3.4 Lessons

- 3.4.1 \_\_\_ List and describe in detail all your proposed services, including programs for patrons of varying ages and skill levels. This includes, but is not necessarily limited to, club fitting, hosting of Demo Days or similar, the use of video equipment, etc.
- 3.4.2 \_\_\_ Provide a list of proposed prices.
- 3.4.3 \_\_\_ Qualifications of proposed instructors (indicate whether instructors shall be PGA Class "A" Certified, or other verifiable industry rating. NOTE: At least one instructor must have this rating or equivalent).

### 3.5 Proposed Equipment

- 3.5.1 \_\_\_ Include a list of major equipment that will be used to successfully operate the concession and the plan to maintain the quality of each throughout the life of the Agreement. Refer to the Sample Concession Agreement (incorporated herein as Exhibit C) for information regarding ownership of equipment purchased and installed by Concessionaires.
- 3.5.2 \_\_\_ Indicate technically advanced equipment or tools to be used, such as point-of-sale systems, inventory management systems, instruction tools, security systems, etc.; include features and benefits of each. If none are to be used, so state in the proposal.

### 3.6 Department's Junior Golf Program

The Department of Recreation and Parks golf course staff conducts a summer playing program for youth from ages 7 through 18. The cost is \$40 per player (\$30 for each additional family member), which includes play day once a week, refreshments during play day, and an awards banquet with trophies at the end of the summer. The more experienced youth golfers are encouraged to try out for the traveling team, which plays an additional day, competing against the other City clubs. Play Days are on Thursday afternoons, and the program lasts 6 to 8 weeks. The program begins as soon as most schools are out for the summer. Children are instructed by golf course staff in safety, golf etiquette and rules; however, some of the less experienced players would benefit from professional golf instruction.

Proposer is to indicate how it will contribute to the Department's Junior Golf Program. If providing golf pros, indicate:

**3.6.1**    \_\_\_    Minimum number of hours the pros will contribute to the program;

**3.6.2**    \_\_\_    Whether the Department will be charged for the pro's services, and if so, the amount.

**3.7. Additional Services and/or Amenities**

Proposers are encouraged to consider and propose additional golf-related business activities, services, and/or amenities at the concession facility, provided they are appropriate for the concession, compatible with other Department activities, and approved by the Department.

**3.8 Financial Projections and Planning**

Proposers are to complete and submit a Pro Forma Financial Statement submittal form; a copy of the blank submittal form is provided as a reference in Exhibit D. The submittal form is a spreadsheet on a CD provided with this RFP, and is also available online by visiting the following page: <http://www.laparks.org/proposal.htm>. Click on the link to the Hansen Dam Golf Course Professional Concession RFP; look for the submittal form link listed with the Exhibits.

Proposers must submit a hard copy of the completed form with each copy of the submitted proposal and one CD-R of the completed form.

The Pro Forma Financial Statement submittal form covers anticipated operations over the first ten year term of the Agreement. Projections should demonstrate sound financial planning, be realistic and achievable, and support all elements of the proposal. The submittal form requires the proposer to enter the following information:

- **Pro Forma Profit and Loss:** Projections for the first ten-year term, including projected revenues for each category of sales; variable costs (e.g. cost of goods sold); fixed costs (e.g. salaries, advertising and marketing, rent, depreciation, utilities, insurance, etc.); interest and taxes, debt rate, net profit, etc.; proposers will be able to enter any additional information pertinent to your financial planning.
- **Assumptions:** Proposers should provide narrative explanations of their projected financial planning. Indicate any assumptions made in your financial planning; for example, expected interest rates, inflation rates, and anticipated increases or decreases in staffing levels. Do you anticipate revenue and/or attendance increases? If so, by how much? What are your figures based on? Indicate any research you have undertaken to support your assumptions.

**4. Proposed Rent Payment**

Rent is paid monthly by the concessionaire to the Department. The amount of rent to be paid is a proposal item, to be proposed as follows:

**NOTE: ONLY ONE RENT PAYMENT PROPOSAL PER SUBMITTAL. MULTIPLE RENTAL PAYMENT PROPOSALS CONTAINED IN A SINGLE PROPOSAL WILL BE CAUSE TO FIND THE SUBMITTED PROPOSAL NON-RESPONSIVE TO THE RFP.**

The Minimum Acceptable percentage for this RFP is 7% of gross receipts for lesson services, 7% of gross receipts for pro shop sales and services, and 30% of gross receipts for driving range business. The minimum annual rent for this concession per calendar year will be set by the Pro Forma section of the selected proposal. If the minimum annual rent is not met by December 31 of each calendar year, the difference between the actual rent received by the City of Los Angeles and the minimum annual rent will be due to the City of Los Angeles by January 15 for the preceding year, pro-rated as necessary for the first year of operation, or fractional part thereof.

**4.1** Rental payment must be stated as a Percentage of Gross Receipts. Refer to Exhibit C, Section 6.C, for the definition of Gross Receipts.

The current interim operator pays to the Department a monthly rental amount equal to 7% of gross receipts of pro shop sales, lessons, and rentals; and 35% of driving range gross receipts. These amounts are the minimum acceptable to be found responsive to the RFP.

\_\_\_ Rent may be proposed as a different percentage rate among the various revenue categories, and/ or may vary with time, activity, or specific levels of gross receipts.

\_\_\_ Rental terms must also be indicated in the Pro Forma Financial Statement submittal form.

\_\_\_ For proposed new amenities or services to be offered as part of the concession operation, in which the patron is charged any fee whatsoever, those amenities and services shall also be subject to rental payments.

**4.2** \_\_\_ Proposer must provide justification, based on their financial projections, planning, and relevant market research, that the proposed rent is competitive as well as sustainable and realistic.

**5. On-Going Refurbishment, Improvements, and Maintenance**

Throughout the life of the Agreement, the concession will require on-going maintenance and refurbishment to prevent it from falling into disrepair, and to ensure uninterrupted quality services. Accordingly, the proposer shall include plans for on-going refurbishment, improvement, and maintenance of, at a minimum, equipment and furnishings used in the golf shop, range shop, and driving range, including the driving range turf. Proposers must include a response to each proposal item listed

below:

Note: Said refurbishment, improvement, and maintenance shall be in addition to the routine maintenance as required in Section V.B.1 on page 24 of this RFP and in the Sample Concession Agreement (Exhibit C, Section 10).

5.1 \_\_\_ Provide a specific plan to provide and fund any necessary repairs and maintenance, preventative maintenance, improvements, replacement of useful life, or upgrades to the concession throughout the life of the Agreement, at the concessionaires' sole expense (this is in addition to the proposed Capital Improvements).

5.2 \_\_\_ Proposers shall indicate: a) the minimum dollar amount to be expended for this purpose, b) the method or source of funding this amount, and c) the time intervals during which the amounts will be spent (e.g. contract year 1, contract year 2, etc.).

## 6. Concession Improvements

For each proposed concession improvement (required and optional), proposers must include:

- \_\_\_ An estimated timeline which details the design and construction aspects of proposed improvements;
- \_\_\_ Estimated down time;
- \_\_\_ Equipment, products or vendors to be used;
- \_\_\_ Operating alternatives for continuing service during construction, if feasible.
- \_\_\_ A cost of the improvements; do not include costs for permitting, licensing, additional insurance, or any other approval costs.

### **Required Concession Improvements:**

The following required improvements are to be completed at the concessionaire's expense (including, but not limited to, all permits and licenses), within six (6) months of the execution of the Agreement. All improvements shall become the property of the City.

#### 6.1 Renovation and/or Remodeling of the Pro Shop Interior and Exterior

\_\_\_ Paint the interior and exterior of the Pro Shop and provide new flooring (carpet and/or tile).

\_\_\_ Provide any plans for other renovation; include proposed colors, styles, floor plans, renderings or sketches, and/or photos of other comparable shops, etc.

Should the City exercise an option to renew the concession agreement, the selected operator must repaint the Pro Shop as stated above; and, reinstall new flooring (carpeting or tile), as stated above, within the first six (6) months of the option term.

The following required improvements are to be completed at the concessionaire's expense (including, but not limited to, all permits and licenses), within twelve (12) months of the execution of the Agreement. All improvements shall become the property of the City.

**6.2 Installation of Driving Range Equipment Storage/Work Area**

\_\_\_ A permanent storage and work area for driving range equipment (i.e. storage for ball washing machine, ball picker, golf balls, etc.) must be constructed and/or installed at the West side of the driving range area. It must be covered or concealed from the view of the driving range patrons.

Note:

Consideration must be given to the installation of a drainage system (i.e. water clarifier, bioswell system, etc.) to be used in processing water used for the washing of various driving range equipment, including all necessary permits, licenses, and approvals.

**6.3 Improvements to the Driving Range**

\_\_\_ Protective netting (baffles) of professional grade must be installed at the East area of the driving range to contain errant balls.

**6.4 Renovations to the Tee Line**

\_\_\_ Some areas of the existing concrete tee line must be renovated. Tee line must remain single-level and within existing lineal footage; elevation changes must not exceed 4 feet.

\_\_\_ The existing top shade cover must be renovated or replaced. The shade cover may be extended to cover additional stalls. The number of stalls currently covered must remain covered.

\_\_\_ Provide renderings/drawings, including a description of the shade cover as renovated.

**6.5 Installation of Ball Dispensing Machine(s)**

\_\_\_ Operator must install golf ball dispensing machine(s) with the following specifications and features:

- 12K, 24K, or 36K capacity
- Non-resettable counter
- E-Range Version 8.0 system capability only

**6.6 Installation of Security System**

\_\_\_ Operator must install a video surveillance system, to be operational 7 days a week, 24 hours a day, and be connected to the General Services Department and/or Los Angeles Police Department to monitor activities in the pro shop, range shop, driving range and other areas, as deemed appropriate by the Department, for the designated concession premises.

**6.7 Miscellaneous Improvements**

Operator must install the following in appropriate areas at the golf course:

- \_\_\_ Misting System (using potable water, installed near the tee line or as separate cooling stations);
- \_\_\_ Benches/Seating (covered for shade purposes; must be uniform in type, color and size);
- \_\_\_ Trash Bins (must be uniform in type, color and size);
- \_\_\_ Ash Trays (must be uniform in type, color and size).

**Optional Concession Improvements:**

The following optional improvements are to be completed at the concessionaire's expense (including, but not limited to, all permits and licenses), within twelve (12) months of the execution of the Agreement. All improvements shall become the property of the City.

- 6.8** Proposer may propose additional physical improvements within the defined Premises (See Exhibit C, Section 3 - Premises), which shall potentially improve the quality of the concession. If no additional improvements are proposed, so state in the proposal.

As part of the selection process, in conjunction with other proposal items, the Department will consider all concession improvements proposed, in addition to the required concession improvements listed in this section, which are conducive to the enhancement, safety, and increased revenue of the concession. Proposed concession improvements are considered conceptual at the time of evaluation and award, and are subject to negotiation and City approval prior to execution of the Agreement. Award of the contract shall not be deemed approval of the proposed improvements, and all laws, including, but not limited to, those requiring environmental review of projects, must be complied with before the successful proposer will be permitted to make any improvements to the concession.

Proposers will be responsible for securing all permits, insurance, licenses, and other approvals required for the contractually obligated improvements; including all necessary approvals from the United States Army Corps of Engineers.

**B. Required Operating Responsibilities**

The following are selected areas of operating responsibilities which will be required of the winning proposal. Proposers should read the entire “Sample Concession Agreement” (Exhibit C) for a more complete understanding of required operating responsibilities. If selected as the winning proposal, the proposer must be willing and able to commit to the following Required Operating Responsibilities as stated in Exhibit C (no response is required in the submitted proposal).

**1. Cleanliness**

Concessionaire shall, at its own expense, keep the premises and the surrounding area, at least twenty-five (25) feet, clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted to remain thereon, and Concessionaire shall prevent any such matter or material from being or accumulating upon said premises.

Concessionaire, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less once a day and disposed of in the main dumpster. Concessionaire shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by General Manager. If no trash storage area is made available, Concessionaire shall provide at its own expense and with the General Manager’s prior written approval, an enclosed area concealing the trash storage from public view. The Department will incur the cost of all garbage pick-up from the main dumpster for the premises during the term of this agreement.

**2. Utilities**

The Concessionaire shall be responsible for utility charges. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air-conditioning, and other utility services to the premises, and shall be paid by Concessionaire regardless of whether such utility services are furnished by the City or by other utility service providers. The concessionaire will pay for electricity directly to the service provider as separate meters for the golf pro shop and driving range are installed at this location. The average monthly cost from May 2007 through April 2008 was:

Electricity (Pro Shop)	\$238.20
Electricity (Driving Range)	\$267.74

The Department will incur the cost of water (utility) and trash pickup from the main dumpster during the term of this Concession Agreement. Water shall be utilized by Concessionaire in the most efficient manner possible, and Concessionaire expressly agrees to comply with all CITY water conservation programs.

In the event that an individual gas utility meter is not installed before the execution of this agreement, Concessionaire shall remit, on a monthly basis in conjunction with rental payments to Department, the amount of Fifty Dollars (\$50.00) as payment for gas utility.

**3. Maintenance of Equipment**

Concessionaire shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by Concessionaire or City, such as, but not limited to, heat exchangers, fans, controls and electric panels, installed by City, together with all of the fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. No equipment provided by City shall be removed or replaced by Concessionaire without the prior written consent of the General Manager, and if consent is secured, such removal and/or replacement shall be at the expense of Concessionaire.

**4. Maintenance of Driving Range**

The driving range may be closed for approximately three (3) hours (or more if necessary) prior to the beginning of driving range operations once a week on a day specified by the Department for the maintenance of the grass on the driving range by the Department. Concessionaire will be responsible for picking up golf balls from the driving range and keeping the area clean and free of debris prior to the Department performing the grass maintenance. All maintenance activities and/or issues shall be coordinated with the facility's Golf Course Superintendent.

**5. Receipts**

Concessionaire shall offer receipts to the customers for every transaction. Concessionaire shall at all times place a sign within twelve (12) inches of cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If you are not provided a receipt for any transactions, the purchase is free. Please contact the Department of Recreation and Parks – Concessions Unit at (818) 243-6488 if a receipt for this transaction is not provided." Said free purchase for failure to provide a receipt will be at the sole expense of the Concessionaire.

**6. Pricing for Range Balls and Lessons**

The Board seeks to promote both high standards of quality as well as provide services at an affordable rate. Changes to the following prices are subject to approval by the Board of Recreation and Park Commissioners. In addition, price changes at the Hansen Dam Golf Course require approval of the United States Army Corps of Engineers. Prices for Range Balls and Lessons will be:

**Range Balls**

- a. \$.10 per ball for smaller-sized, "warm-up" buckets of 50 balls or less;
- b. \$.09 per ball for medium-sized buckets of 51-70 balls;
- c. \$.08 per ball for larger-sized, "value" priced buckets of 71 balls or more.

Lessons (not to exceed)

- a. \$35.00 per half-hour for beginner lessons;
- b. \$75.00 per half-hour for lessons with more seasoned instructors;
- c. \$75.00 - \$150 per half-hour for widely-recognized, named PGA professionals.

**7. Golf Organizations**

Concessionaire acknowledges that at the Hansen Golf Course, the Department of Recreation and Parks recognizes the respective Men's and Women's Golf Clubs of record. These clubs have, over a long period of time, been helpful to the City in the operation, programming and improvement of the golf facility. Without granting special privileges to any person or group, Concessionaire agrees to encourage and cooperate with these organizations, and to consult with their authorized representatives on matters of mutual interest. Similarly, Concessionaire agrees to cooperate and consult with other responsible community organizations that use golf facilities in the City of Los Angeles.

**C. Contractual Provisions**

The following are selected contractual provisions which will be required of the winning proposal. Proposers should read the entire “Sample Concession Agreement” (Exhibit C) for a more complete understanding of the contractual provisions. If selected as the winning proposal, the proposer must be willing and able to commit to the following Contractual Provisions as stated in Exhibit C (no response is required in the submitted proposal).

**1. Term**

The term of the concession agreement shall be ten (10) years, effective on the date of execution, with two (2) five-year options to renew, exercisable at the sole discretion of the General Manager.

**2. Hours of Operation**

The Golf Professional Shop shall be open every day of the year, including all holidays that the facility is open, no later than thirty (30) minutes before the first tee-off time at sunrise and close no sooner than dusk (the period of time following sunset).

The Golf Driving Range shall be open no later than thirty (30) minutes before the first tee-off time at sunrise and close no sooner than 10:00 pm. If hand-picking of golf balls is required, the driving range should open no later than four (4) hours after the first tee-off time on the day hand-picking is required, and be scheduled for a day which does not conflict with club events and Department operations. These times are seasonal and should be adjusted throughout the year.

**3. Performance Deposit**

The selected Concessionaire shall provide a Performance Deposit for the duration of the Agreement in the amount of Fifty Thousand Dollars (\$50,000). Said Performance Deposit will be in the form described in Section 14 of the Sample Concession Agreement (Exhibit C).

If the scope of a proposed Concession operation differs substantially from the present Concession operation, the actual Performance Deposit amount is subject to increase or decrease at the City’s discretion.

**4. Insurance**

The selected Concessionaire shall acquire and maintain the established insurance and liability limits for this Concession. The coverage and limits listed in Exhibit F, “Insurance Requirements”, reflect those which would be required for a Concession operation similar to the current Concession operation.

If the scope of a proposed Concession operation differs substantially from the present Concession operation, the actual coverage and limits required are subject to change. Evidence of coverage shall be provided on the City’s insurance endorsement forms wherein the City of Los Angeles and the United States Army Corps of Engineers shall be named as additionally insured. Concessionaire’s insurance must be approved by the City prior to operation of the Concession.

- 5. Taxes**  
The Concessionaire shall pay all taxes of whatever character which may be levied or charged upon the Concessionaire to use the premises, or upon the improvements, fixtures, equipment or other property, or upon the operations under the Agreement, including, but not limited to, the City of Los Angeles “Occupancy Tax” and the County of Los Angeles “Possessory Interest” tax.
- 6. Business Tax Registration Certificate**  
The selected Concessionaire will be required to demonstrate compliance with the City’s business tax laws by acquiring/maintaining a Business Tax Registration Certificate or Certificate of Exemption. This certificate must be in force during the entire period of the agreement.
- 7. U.S. Army Corps of Engineers**  
The Hansen Dam Golf Course is located on land leased by the City from the U.S. Army Corps of Engineers (“Corps”). This Agreement is subject to approval by the Corps, as are any amendments.

## VI. EVALUATION AND AWARD

### A. Evaluation Process and Criteria

The Department reserves the right to request additional information to clarify a submitted proposal. The evaluation of proposals will consist of two levels. **Each proposer must pass Level I in order to advance to Level II.**

#### **Interview Dates:**

Interviews of the proposers by the evaluation panel will be scheduled at a later date for the purpose of clarifying matters in the proposals or responding to questions by the evaluation panel.

#### **Level I – Compliance with RFP Submission Requirements: (Section IV.B.)**

The Department will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with proposal requirements and mandatory document submissions.

- Cover Letter
- Proposal Deposit
- Compliance Documents (from Exhibit B) – referenced on Page 7 of this RFP
- Proposal Items – referenced on Page 13 of this RFP

#### **Level II – Evaluation and Scoring Criteria of Proposal Items: (Section V.A)**

For the purposes of Level II evaluation, the responsive proposals will be evaluated, ranked and scored based on the criteria below:

##### Ability to Finance (15 points possible):

(Section V.A.1): Proposer has demonstrated the means and resources to finance, operate, and sustain the concession operation as proposed, including all start-up costs, pre-opening costs, inventory, sufficient working capital, and capital improvements:

- Evidence of financial capability to fund the operation;
- Evidence to sustain the financing of the operation.

<u>Rank</u>	<u>Score</u>	<u>Rank</u>	<u>Score</u>
1. Best Proposal	15 points	5. Fifth Best	7 – 8 points
2. Second Best	13 – 14 points	6. Sixth Best	5 – 6 points
3. Third Best	11 – 12 points	7. Seventh Best	3 – 4 points
4. Fourth Best	9 – 10 points	8. Eighth Best	1 – 2 points

**Background and Experience (20 points possible)**

(Section V.A.2): Proposer has provided responses to all items in the Qualifications Section of this RFP; proposers will be ranked according to:

- Years and quality of experience in similar and relevant golf businesses;
- Proven performance of the proposing entity as a whole;
- Proven performance and qualifications/experience of each member of its proposed management team;
- Demonstrated ability to successfully operate all aspects of a similar business;
- Track record of creative, innovative, resourceful management.
- Evidence to sustain the financing of the operation.

<u>Rank</u>	<u>Score</u>	<u>Rank</u>	<u>Score</u>
1. Best Proposal	20 points	5. Fifth Best	12 - 13 points
2. Second Best	18 - 19 points	6. Sixth Best	10 - 11 points
3. Third Best	16 - 17 points	7. Seventh Best	8 - 9 points
4. Fourth Best	14 - 15 points	8. Eighth Best	6 - 7 points

**Proposed Business Plan (20 points possible)**

(Section V.A.3): The Proposer’s plan for the concession (including the pro shop, driving range, lessons, and Junior Golf program), as presented in the proposal, demonstrates an understanding of the City’s objectives and requirements as identified in this RFP, meets or exceeds the objectives and requirements, and demonstrates the ability and clear commitment to implement the components of the plan in a comprehensive and effective manner. The plan will be ranked according to:

- Soundness of planning;
- Thorough, well-articulated, specific responses to proposal items;
- Alignment to City mission and goals;
- Quality of services, products, and merchandise to be offered;
- Price schedules and pricing policies;
- Professional and employee staffing, qualifications, and training plans;
- Customer service plans;
- Marketing, promotion, and advertising;
- Other golf-related services and/or amenities;
- Realistic and achievable financial projections and planning; demonstrates financial capability to have positive cash flow and sustain the operation as proposed; financial planning is supported by all elements of the proposal.

<u>Rank</u>	<u>Score</u>	<u>Rank</u>	<u>Score</u>
1. Best Proposal	20 points	5. Fifth Best	12 - 13 points
2. Second Best	18 - 19 points	6. Sixth Best	10 - 11 points
3. Third Best	16 - 17 points	7. Seventh Best	8 - 9 points
4. Fourth Best	14 - 15 points	8. Eighth Best	6 - 7 points

Proposed Rent Payment (20 points possible)

(Section V.A.4): Proposer offers an appropriate rental payment to the Department:

- Appropriateness of rent proposal basis;
- Sustainability of proposed rent over the term of the contract;
- Practicality and soundness of proposed rent from new amenities or services;
- Competitive rent proposal.

<u>Rank</u>	<u>Score</u>	<u>Rank</u>	<u>Score</u>
1. Best Proposal	20 points	5. Fifth Best	12 - 13 points
2. Second Best	18 - 19 points	6. Sixth Best	10 - 11 points
3. Third Best	16 - 17 points	7. Seventh Best	8 - 9 points
4. Fourth Best	14 - 15 points	8. Eighth Best	6 - 7 points

On-going Refurbishment, Improvements, and Maintenance (15 points)

(Section V.A.5): The proposal describes the plans for on-going refurbishment, improvement, and maintenance of equipment and furnishings used in the golf shop, range shop, and driving range (including the driving range turf). Proposals will be ranked according to:

- Appropriateness and soundness of plan;
- Verification of proposal to include a minimum amount accompanied by a monthly schedule of expenditures;

<u>Rank</u>	<u>Score</u>	<u>Rank</u>	<u>Score</u>
1. Best Proposal	15 points	5. Fifth Best	7 – 8 points
2. Second Best	13 – 14 points	6. Sixth Best	5 – 6 points
3. Third Best	11 – 12 points	7. Seventh Best	3 – 4 points
4. Fourth Best	9 – 10 points	8. Eighth Best	1 – 2 points

Concession Improvements (10 points)

(Section V.A.6): The proposal describes in detail Proposer’s plan for all required and optional improvements proposed for this concession, contains all information requested herein, and meets or exceeds all requirements. Proposals will be ranked according to:

- Sound, practical, and sustainable improvements for the facility;
- Feasibility; potential to be completed within the proposed time and budget;
- Monetary value; amount of investment;
- Potential to increase revenue and service;
- Sound planning;
- Demonstrated awareness of environmental impact;
- Thorough, well-articulated plans.

<u>Rank</u>	<u>Score</u>	<u>Rank</u>	<u>Score</u>
1. Best Proposal	10 points	4. Fourth Best	4 - 5 points
2. Second Best	8 – 9 points	5. Fifth Best	2 - 3 points
3. Third Best	6 – 7 points	6. Sixth Best	0 - 1 points

**B. Evaluation and Recommendation**

Responsive proposals will be scored in each of the criteria above and ranked according to scores. The Department will engage outside individuals to compose an evaluation panel.

Furthermore, the City reserves the right to conduct such investigations as the City considers appropriate with respect to the qualifications of each Respondent and any information contained in its proposal.

All proposals will be evaluated solely on the basis of the criteria listed above and the ranking by any review panel will serve as a basis to formulate the General Manager's recommendation, setting forth the reasons for recommendation in a Board Report.

**C. Award**

The General Manager of the Department of Recreation and Parks recommends contract awards to the Board of Recreation and Park Commissioners. The Department shall notify all proposers in writing of the General Manager's recommendation.

The Board will consider the General Manager's recommendation during a public Commission meeting and may accept or reject the General Manager's recommendation in making their decision to the selection.

Section 10.5 of the Los Angeles Administrative Code requires approval by the City Council of contracts for periods of longer than three (3) years. Agreements are deemed to be executed upon the date of signature, or as otherwise stipulated under the Terms section of the Agreement.

Once the award is approved, the selected concessionaire will complete and submit the additional documents as required by this RFP, City Ordinance, State and/or Federal laws within 30 days of written notification by the Department.

**D. Contractual Arrangements**

The proposer selected to perform the services outlined in this RFP will enter into an Agreement, approved as to form by the City Attorney, directly with the City of Los Angeles.

**E. Verification of Information**

The Department reserves the right to verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the Department reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the Department reserves the right to terminate the Agreement.

**F. Cost of Preparation**

All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable for any expenses incurred by the proposer in the preparation and/or submission of the proposal. All proposers who respond to solicitations do so solely at their own expense.

**G. City's Right to Reject Proposals and to Waive Informalities**

In accordance with Los Angeles City Charter Section 371(c): "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid or proposal of any bidder or proposer who has previously failed to timely and satisfactorily perform any contract with the City."

**VII. EXHIBITS**

- A. Premises Maps
- B. Compliance Documents
- C. Sample Concession Agreement
- D. Pro Forma Financial Statements Submittal Form
- E. Standards of Quality for Range Balls and Mats
- F. Insurance Requirements