



City of Los Angeles

Department of Recreation and Parks

REQUEST FOR PROPOSALS (ARS-F08-11)

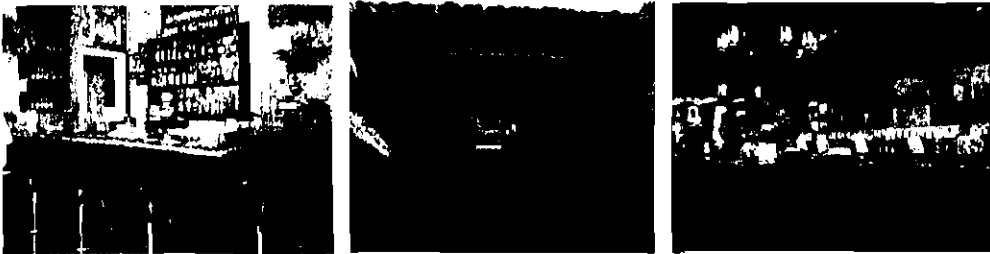
For the Operation and Maintenance of the
RANCHO PARK GOLF COURSE
RESTAURANT CONCESSION

(Food, Beverage, Bar, and Banquet Service)

at the

RANCHO PARK GOLF COURSE

10460 West Pico Boulevard, Los Angeles, CA 90064



Release Date:

February 23, 2009

Pre-Proposal Conference:

April 16, 2009 (see page 8)

Due Date:

May 26, 2009 (see page 7)

CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS

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**REQUEST FOR PROPOSALS
FOR THE OPERATION AND MAINTENANCE OF THE
RANCHO PARK GOLF COURSE RESTAURANT CONCESSION
AT THE RANCHO PARK 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 provide food, beverage, bar, and banquet services and operate and maintain the restaurant (i.e. kitchen, dining room, bar area, patio) at the Rancho Park Golf Course in Los Angeles, 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 five (5) year Concession Agreement (hereinafter “Agreement”), with two (2) five (5) year renewal options exercisable at the General Manager’s sole discretion, to an operator who will accomplish the following:

- Provide food, beverage, bar, and banquet services to meet or exceed the needs and expectations of the golf patrons and neighboring community;
- Renovate the restaurant dining room by way of painting walls and flooring (carpet or tile) replacement in a creative and aesthetic manner, and install new, high quality tables, chairs, décor, and other improvements as specified herein;
- Maximize attendance through featured menu items, service, ambiance, and Special Events marketing;
- Provide 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 and golfing clubs this concession serves;
- Reach out to the community to increase the current usage of the concession through the use of marketing and advertising; 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

Located on the Westside of Los Angeles is Rancho Park Golf Course, an 18-hole, par 71 course which opened in 1947. The complex is near Century City and Beverly Hills, bordered by West Pico Boulevard, Patricia Avenue, Lorenzo Place, and adjacent to Cheviot Hills Park Recreation Center on Motor Avenue. Amenities include a two-tier driving range (currently planned for renovation of the stalls and fencing), putting greens, chipping areas, mature trees, and a large paved parking lot. Rancho Park Golf is unique as the only public 18-hole facility on the Westside - generally a fairly affluent area. Tee time reservations are required. Rancho Park has a men's golf club, women's golf club, and senior golf club. The course has hosted numerous professional events including the LA Open. Adjacent to this facility is the Rancho Park 3-Par Golf Course, a 9-Hole course which shares all of the facilities and amenities of the Rancho Park Golf Course.

The restaurant concession has operated under the current concessionaire since 1980, and with various operators prior. The restaurant concession features a large dining room with tables, booths, and counter seats, bar lounge meeting area, a large fully equipped commercial kitchen, small office, and raised loading dock. The concession also includes a patio area which was not previously included in the previous concession. The restaurant concession also operates the remote snack stand (halfway house) on the golf course.

There is a limited amount of equipment owned by the CITY that will remain in the Rancho Park Golf Restaurant Concession for use by the Concessionaire (Exhibit F).

At the Rancho Park Golf Course there is a Golf Professional concession (golf lessons, pro shop, and driving range services) and an Electric Golf Carts Rental concession which are both operated under their own concession agreements. The golf starter's office, tee time reservations, course marshals, and facility maintenance are operated by the City of Los Angeles, Department of Recreation and Parks. Also, there's an active Men's Golf Club and Women's Golf Club present at Rancho Park Golf Course.

The Department provides water and trash pickup from the main dumpster. The concession operator is responsible for natural gas and electric utility charges based on separate meters exclusive to the restaurant. The concession operator will remit utility payments directly to the utility companies.

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

IV. INSTRUCTIONS TO PROPOSERS

A. Submitting a Written Proposal

To be considered for award of this agreement, proposing entities must submit a sealed, written proposal in response to the Proposal Items indicated herein. Proposals provide information about background, current business practice, 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 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;
- e. A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.

2. Proposal Deposit

All proposals must include a Five Thousand Dollar (\$5,000.00) 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 11 of this RFP.

- a. Ability to Finance
- b. Background and Experience
- c. Proposed Business Plan
- d. Proposed Rent Payment

- e. On-Going Refurbishment, Improvements, and Maintenance
- f. 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 document must be signed and notarized.
- 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 documents 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**):

Entire Concession

Payroll / Accounting / Bookkeeping
Messenger Services
Uniform (Purchase or Rental)
Uniform Cleaning Service
Suppliers
Equipment Maintenance Service
Cleaning Service
Advertisement
Printing & Binding

Concession 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):

- | | |
|----|--|
| i. | Americans with Disabilities Act Certification |
| j. | Business Tax Registration Certificate |
| k. | Certification of Compliance with Child Support Obligations |
| l. | Contractor Responsibility Ordinance – Pledge of Compliance |
| m. | City-approved Proof of Insurance |
| n. | City-approved Performance Deposit |
| o. | Los Angeles Residence Information (location of selected concessionaire's headquarters and percentage of workforce residing in Los Angeles) |
| p. | LWO/SCWRO – additional related forms from item 4-f above |
| q. | Slavery Disclosure Affidavit |

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 on or before 3:00 pm, **Tuesday, May 26, 2009.**

Where to Submit your Proposal

The complete proposal package shall be placed in a sealed envelope or box labeled "Proposal for the Rancho Park Golf Course Restaurant Concession." 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
15th Floor
Los Angeles, CA 90017

Please note that as of the release date of this RFP that the Board Office is in the process of moving to the above address. Please check the following website prior to the due date for the most up-to-date submittal location: www.laparks.org/proposal.htm

Number of Copies

Please provide one (1) original, one (1) non-bound reproducible copy, and six (6) copies. Plainly identify the respective documents. 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 by written request, signed by an authorized representative of the company, and submitted to the Board Office prior to the scheduled closing time for receipt of proposals. Faxed withdrawals will be accepted by the Board at (213) 928-9048, 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. It will 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 proposals and 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: April 16, 2009
Time: 10:00 a.m.
Location: Rancho Park Golf Course Restaurant
10460 W. Pico Boulevard, Los Angeles, CA 90064

The purpose of the conference is to clarify the contents of this RFP and to discuss the Rancho Park Golf Course Restaurant Concession 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 6 of the RFP will be awarded to all proposals with a representative in attendance. A site walk of the facility will take place at the conclusion of the proposal conference. **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)
Attn: Stanley Woo
3900 West Chevy Chase Drive
Los Angeles, CA 90039

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 April 2, 2009, 5:00 p.m.**

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

Please direct all comments and questions to the Contract Coordinator. 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: Stanley Woo, Contract Coordinator
Address: 3900 W. Chevy Chase Dr., Mail Stop 628, Los Angeles, CA 90039
E-mail: Stanley.Woo@LACity.org
Fax: (818) 243-1459

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) 243-1459

The complete RFP package and all forms and information in Exhibit B are also available at **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 and time 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 Rancho Park Golf Course, 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 be numbered to correspond with 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 on Page 17 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 January 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 letter of commitment from the lender(s).

___ Copies of current credit reports/ratings of the proposing entity.
("Current" shall mean current as of January 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 providing restaurant, bar/lounge, and banquet/meeting services 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 the restaurant operations
- 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 a restaurant, bar, lounge, banquet/meeting facility similar to this concession.

Proposers must include a response to each proposal item listed 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 restaurant, bar, lounge, banquet/meeting facility, etc.
- 2.2.2 ___ Revenues of past or current comparable operations under the proposer's management, broken down by category (food/beverage, liquor/alcohol, banquets, etc.), for the previous five years (if applicable).
- 2.2.3 ___ Proposer's years of above experience.
- 2.2.4 ___ Extent of any related experience.
- 2.2.5 ___ 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 2004, 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 listed 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 qualification of key personnel, including on-site full time concession manager – include resumes;
 - ___ Number of staff members required;
 - ___ Proposed organizational structure;
 - ___ Employee hiring, training, retention, motivation, and promotion policies.
- 3.1.2 ___ A detailed schedule of maintenance of the Premises (Exhibit A).
- 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 (restaurant, bar/lounge, banquets/meetings, etc.);
- ___ Plans to identify and address the needs of the local community and golfing clubs at Rancho;
- ___ 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 Restaurant/Food Service

Breakfast, lunch, and dinner to be served in the dining room and patio by wait staff. The existing “halfway house” should offer beverages, prepackaged items and quickly prepared food.

- ___ Sample menus with pricing;
- ___ List of food/beverage items to be served at the halfway house;
- ___ Décor concepts for dining room.

3.3 Bar/Lounge/Patio

The bar/lounge shall feature alcoholic drinks in a social environment. Ambience should be golf and sports related in respect to décor and ability to watch live sporting events. At a minimum, the following must be provided with your proposal:

- ___ Sample of food and alcoholic beverages menu to be made available with pricing;
- ___ Décor concepts for bar/lounge, and patio area.

3.4 Banquets/Meetings

Services for banquets, parties, and meetings shall be offered with various levels of meals, refreshments, and beverages (alcoholic and non-alcoholic) available. At a minimum, the following must be provided with your proposal:

- ___ Sample of banquet/meeting menus and services available with pricing;
- ___ Décor concepts for banquet/meeting room.

3.5 Service to Golf Division and Golfing Clubs

Special service needs to the Department's programs (i.e. Junior Golf Program) and events must be provided to the Golf Division and Rancho Park Golfing Clubs. Food/beverage/alcohol service requests from the golfing clubs at Rancho Park with regard to their meetings and events shall be provided. At a minimum, the following must be provided with your proposal:

- ___ Indicate willingness and requirements to work with the various entities to service the food/beverage/alcohol needs of their respective functions.

- ___ Sample menus of types of lunches to be served (e.g. box lunches prepared in bulk and types of refreshment platters for meetings). Include pricing, lead time for order placement, cancellation policy, and refund policy.

3.6 Proposed Equipment

- 3.6.1** ___ Include a list of major equipment that will be provided and 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.

Note: City shall at no cost to Concessionaire, provide certain equipment which shall remain the property of the City (refer to Exhibit F). The City reserves the right at any time to replace any and all items of City-owned equipment with functionally equivalent equipment, or discontinue certain equipment items due to breakage and/or loss of functionality. This is done as a courtesy and does not obligate the Department to maintain, repair, or replace any equipment.

- 3.6.2** ___ 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.

3.7 Additional Services and/or Amenities

Proposers are encouraged to consider and propose additional restaurant-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 Rancho Park Golf Restaurant Concession RFP; look for the submittal form link listed with the Exhibits. Proposers should open and check the file, and report any problems immediately to the Department contact listed on the cover of this RFP.

To complete the form, follow the instruction on the first tab of the spreadsheet. Proposers must submit a hardcopy 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 five 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, to be proposed as follows:

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

The Minimum Acceptable percentage for this RFP is 8% of gross receipts produced by all food and non-alcoholic beverage sales; 8% for gross receipts produced by all alcoholic beverage sales; and, 8% of gross receipts produced by all banquet sales. The minimum annual rent for this concession per calendar year will be set by the rent specified by the proposer in 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.

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.

___ 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, products 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 this concession. 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 21 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 Concession 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 by the concessionaire. All improvements shall become the property of the City.

- 6.1 ___ Paint the Interior and Exterior of the Concession Facility, including the halfway house. Interior includes the dining rooms, bar and lounge area, and kitchen.
- 6.2 ___ Provide new flooring (carpet or tile) for the Interior of the Concession Facility, including the halfway house. Interior is to also include the dining rooms, bar and lounge area, and kitchen.
- 6.3 ___ Install new tables, chairs, and décor, to include the restaurant dining room areas, banquet area, bar and lounge area, and patio area.

Note: In conjunction with the proposed new décor, the selected proposer must retain the existing golf theme memorabilia owned by the golfing clubs.
- 6.4 ___ Remove dropped ceiling area in center of restaurant dining area.
- 6.5 ___ Increase the opening of the service window at the halfway house.

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

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 by the concessionaire. All improvements shall become the property of the City.

- 6.6** 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.

B. Required Operating Responsibilities

The following are selected areas of operating responsibilities which will be required of the winning proposal. Proposers are encouraged to 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 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, nor any 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 than 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 water, 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. Concessionaire will pay gas and electricity directly to the service provider as a separate meter is installed at this location. The average monthly cost for 2008 was:

Gas	\$	975.23
Water and Electricity:	\$	1,089.86

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 individual utility meters are not installed before the execution of this agreement, Concessionaire shall remit, on a monthly basis in conjunction with rent payments to Department, the amount of Seven Hundred and Fifty Dollars (\$750.00) as payment for gas and electricity (utilities).

3. Maintenance of Equipment

Concessionaire shall, at all times and at its own 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. Mobile Food Cart

Concessionaire may, with the written consent of the General Manager or shall, at the written instruction of the General Manager, provide a mobile food cart for food and beverage service with items stocked in the mobile food cart and delivery service of food and beverages from the main restaurant. The Concessionaire shall be responsible for the storage and maintenance of the mobile food cart, including the cost for all operations and approvals, permitting, and licensing. The mobile food cart shall be gas-powered, pre-approved for food and beverage service by the General Manager.

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. Golf Organizations

Concessionaire acknowledges that at the Rancho Park 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 are encouraged to 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 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 five (5) years, effective on the date of execution, with two (2) five-year options to renew, at the sole discretion of the General Manager.

2. Hours of Operation

The restaurant, bar area, and banquet area, shall be open every day of the year, including all holidays that the facility is open, weather permitting, no later than thirty (30) minutes before the first tee off time of the day as determined by the Golf Reservations Office and closed no earlier than thirty (30) minutes before the driving range closes. The halfway house shall be one (1) hour after the first tee-off time and closed no earlier than one (1) hour before sunset.

3. Performance Deposit

The selected Concessionaire shall provide a Performance Deposit for the duration of the Agreement in the amount of Twenty-Five Thousand Dollars (\$25,000). 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 E, “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, attached hereto, wherein the City 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.

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.**

Tentative 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

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 5 and 6 of this RFP
- Proposal Items – referenced starting on Page 11 of this RFP

Level II – Evaluation and Scoring Criteria of Proposal Items

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 improvements:

- Evidence of financial capability to fund the operation;
- Demonstrates 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 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 restaurant, bar/lounge, and services to the golfing clubs and community), 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 restaurant-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, improvements, and maintenance of equipment and furnishings used in this concession. 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 applicable laws and requirements (such as Americans With Disabilities Act requirements, building permits, etc.);
- Demonstrated awareness of environmental impact;
- Thorough, well-articulated plans.

B. Evaluation and Recommendation

Responsive proposals will be scored in each of the criteria above and ranked according to scores. The Department may 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 of any outside expert review panel will serve as a basis to formulate the General Manager's recommendation, setting forth the reasons for recommendation in a Board Report. The Board of Recreation and Park Commissioners 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 as to the selection, if any, stating publicly the reasons for their action.

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.

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. Insurance Requirements
- F. City-Owned Equipment List