



# City of Los Angeles

Department of Recreation and Parks

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## REQUEST FOR PROPOSALS

For the Operation of the  
**ELECTRIC GOLF CARTS  
RENTAL CONCESSION**

at the Department's  
**18-Hole Golf Courses:**  
**Sepulveda Golf Complex • Griffith Park Golf Complex •  
Hansen Dam Golf Course • Rancho Park Golf Course •  
Woodley Lakes Golf Course**

Book 1 of 2

<b>Release Date:</b>	<b>April 20, 2007</b>
<b>Pre-Proposal Conference:</b>	<b>May 24, 2007 (see page 7)</b>
<b>Due Date:</b>	<b>July 5, 2007 (see page 6)</b>

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CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS  
3900 West Chevy Chase Drive, Mail Stop 628  
Los Angeles, California 90039  
Telephone: (818) 243-6488  
Fax: (818) 243-1459  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)  
email: [Desiree.Guzzetta@lacity.org](mailto:Desiree.Guzzetta@lacity.org)

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**ELECTRIC GOLF CARTS RENTAL CONCESSION**

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**REQUEST FOR PROPOSALS  
FOR THE OPERATION OF THE  
ELECTRIC GOLF CARTS RENTAL CONCESSION**

**I. INTRODUCTION**

The Department of Recreation and Parks (hereinafter “Department”) is pleased to offer an exciting opportunity for a well-qualified business entity to operate the Electric Golf Carts Rental Concession at all the Department’s 18-hole golf courses. The Concession rents electric golf carts to golf patrons and is responsible for furnishing all golf carts as well as all maintenance and repair of the golf carts.

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 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.

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

The objective of this Request for Proposals (“RFP”) is to award a ten (10) year Concession Agreement (hereinafter “Agreement”), with one five (5) year renewal option exercisable at the City’s sole discretion, to an operator who will accomplish the following:

- Optimize visitor participation at the locations by providing and maintaining an adequate quantity of golf carts in excellent condition at each facility; ensure that enough carts are available to meet current and future demands, particularly during tournaments and other special events; and, repair or replace carts as needed to maintain high standards of quality;
- Work in unison with the Department during the normal course of business and as unforeseeable problems arise;
- Provide the necessary capital investment to supply all new golf carts upon execution of the Agreement; make any needed capital improvements to the golf cart rental facilities, including but not limited to required capital improvements as specified herein; and, fund related start-up costs;
- Display awareness of the demographics and special needs of the community this concession serves;
- Work with the Department and the local Men and Women Golf Clubs at each facility to establish and maintain good relationships;
- Work with the Department and other golf course concessionaires to develop joint marketing programs.

**Note: In accordance with Los Angeles City Charter Section 1022, the Department will prepare a plan of self-operation to determine whether it is more economical or more feasible to self-operate this concession. Prior to receipt of proposals, the Golf Division will prepare a plan of self-operation. This plan will be considered along with the final evaluation of responsive proposals received.**

### III. DESCRIPTION OF CONCESSION

The Electric Golf Carts Rental Concession provides the golf carts used at the Department's 18-hole golf course facilities: Sepulveda Golf Complex (Encino/Balboa Golf Courses), Griffith Park Golf Complex (Wilson/Harding Golf Courses), Hansen Dam Golf Course, Rancho Park Golf Course, and Woodley Lakes Golf Course. Thus, there are five electric golf cart rental locations serving seven courses. Each location consists of a cart rental building/storage facility, with limited office space in each. The concession operator is responsible for all aspects of the operation, including the provision of electric golf carts (whether through purchasing, leasing, or other method); maintaining and repairing the golf carts; recharging golf cart batteries; and, hiring and staffing, overhead, insurance, utilities, and taxes.

In an effort to increase customer service by reducing the points of sale at each location, cart rental fees will be collected at the starter's window by Department staff; the Department will deduct a rental percentage (an amount proposed by the proposer), and the remaining amount will be reimbursed to the concessionaire. Reimbursement payments will be processed by the City of Los Angeles - Office of the Controller.

#### Annual Revenues and Rounds of Golf:

<b>Prior Years' Gross Revenues from Golf Carts Rental Concession</b>						
	2002	2003	2004	2005	2006	5 Year AVG
Sepulveda	\$849,705	\$835,726	\$878,097	\$805,057	\$864,128	\$846,543
Griffith	\$908,138	\$863,311	\$791,666	\$929,793	\$966,255	\$891,833
Hansen Dam	\$466,061	\$480,685	\$494,590	\$486,067	\$485,027	\$482,486
Rancho Park	\$533,518	\$541,720	\$572,297	\$542,167	\$568,462	\$551,633
Woodley Lakes	\$511,657	\$501,157	\$521,712	\$508,828	\$530,036	\$514,678
<b>TOTAL:</b>	<b>\$3,269,079</b>	<b>\$3,222,599</b>	<b>\$3,258,362</b>	<b>\$3,271,912</b>	<b>\$3,413,908</b>	<b>\$3,287,172</b>
<b>Prior Years' Golf Attendance (Rounds of Golf)</b>						
	2002	2003	2004	2005	2006	5 Year AVG
Sepulveda	192,264	182,186	177,649	170,372	166,596	177,813
Griffith	214,409	207,419	195,845	191,812	198,235	201,544
Hansen Dam	99,466	96,118	94,720	88,054	90,144	93,700
Rancho Park	122,192	118,763	117,416	115,250	119,010	118,526
Woodley Lakes	101,685	97,162	94,249	90,453	90,646	94,839
<b>TOTAL:</b>	<b>730,016</b>	<b>701,648</b>	<b>679,879</b>	<b>655,941</b>	<b>664,631</b>	<b>686,423</b>

#### Locations:

Sepulveda Golf Complex (Balboa / Encino Golf Courses) 16821 Burbank Boulevard, Encino	Rancho Park Golf Course 10460 West Pico Boulevard, Los Angeles
Griffith Park (Wilson / Harding Golf Courses) 4730 Crystal Spring Drive, Los Angeles.	Woodley Lakes Golf Course 6335 Woodley Avenue, Van Nuys
Hansen Dam Golf Course 10400 Glenoaks Boulevard, Pacoima	

**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 golf cart rental service was not available due to golf course closures caused by inclement weather, wet grounds, etc. 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.

	2003*	2004	2005	2006
Sepulveda, Encino Golf Course	5	9	17	12
Sepulveda, Balboa Golf Course	5	9	16	12
Griffith Park, Wilson Golf Course	28	43	24	7
Griffith Park, Harding Golf Course	23	43	26	7
Hansen Dam Golf Course	10	12	24	10
Rancho Park Golf Course	7	10	8	9
Woodley Lakes Golf Course	16	17	42	7
*Note: A fire destroyed the Griffith Park cart rental facility on December 9, 2003; carts were not rented until February 2004 when a temporary cart staging location adjacent to the current facility was erected.				

**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 your background, your current business practice, your applicable experience, and your 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 responded to all questions in the RFP.
- Formulate your responses precisely and with detail; avoid vague and 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:**

**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.**

**Submitted proposals must contain all of the following:**

**1. Cover Letter**

Proposers shall include a cover letter indicating the contact information for the entity proposing. Include at a minimum key names, addresses, telephone and fax numbers, email addresses, and any other information needed by City staff to contact proposers.

**The cover letter shall include 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 Ten-Thousand Dollar (\$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 concessionaire. 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.

**3. Compliance Documents**

This is a new RFP for a new 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 asked to review, complete, and submit, to the best of their ability, the following compliance documents. Information, related forms, and instructions are located in Book II of the RFP.

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.

A. Compliance documents which must be included with proposal:

1. Proposer's Signature Declaration and Affidavit (Page 2 of Book II)  
The document must be signed and notarized.
2. Disposition of Proposals (Page 5 of Book II)  
The document must be signed by an individual authorized to bind the proposer.

3. Affirmative Action Plan (Page 6 of Book II)  
Complete A1, A2 and A7  
Submit A1 through A7

OR: The Proposer may submit their own Affirmative Action Plan that meets all the requirements of the City's Affirmative Action program.

4. Minority Business Enterprise (MBE) / Women Business Enterprise (WBE) / Other Business Enterprise (OBE) Subcontractor Outreach Program (Page 14 of Book II)

**Anticipated Participation Level: 2% (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 capital improvements may be used to obtain the expected participation level, the outreach must not be limited to only the capital improvements, as these are expected to be of a 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 and 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:

Concession Operation

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

Capital Improvements

(must contain identifiable areas to be bid on by subcontractors prior to proposal submission)

Note: The proposers may include other outreach areas not listed above.

5. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Page 30 of Book II)  
Submittal of documents only required if the proposer is applying for an exemption to the ordinance requirements.
6. Contractor Responsibility Ordinance Statement (Page 41 of Book II)

Pages 1 through 6 of the document must be completed and submitted with the proposal. Pages 1 and 6 must be signed.

7. Equal Benefits Ordinance Statement (Page 51 of Book II)  
Please read the instructions starting on page 51 of Book II.

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):*

- |  |
|--|
| <ol style="list-style-type: none"><li>8. Americans with Disabilities Act Certification</li><li>9. Los Angeles Residence Information (location of selected concessionaire's headquarters and percentage of workforce residing in Los Angeles)</li><li>10. LWO/SCWRO – additional related forms from item A.5 above</li><li>11. Slavery Disclosure Affidavit</li><li>12. Contractor Responsibility Ordinance – Pledge of Compliance</li><li>13. City-approved Proof of Insurance</li><li>14. City-approved Performance Deposit</li></ol> |
|--|

Failure of the successful proposer to submit the required documents (specified as items 8 through 14 above) within 30 days of award shall cause the proposal to be deemed non-responsive and will result in cancellation of the award and forfeiture of the proposal deposit.

#### **4. Proposal Items**

Proposers are to submit complete, detailed responses to all of the Proposal Items in Section V, beginning on page 8.

#### **B. Proposal Submittal**

##### **Deadline for Submission**

To be considered, proposals must be received on or before 3:00 p.m., Thursday, July 5, 2007.

##### **Where to Submit your Proposal**

The complete proposal package shall be placed in a sealed envelope or box labeled "Proposal for the Electric Golf Carts Rental 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  
1200 West 7<sup>th</sup> Street, Suite 762  
Los Angeles, California 90017

##### **Number of Copies**

Please provide one (1) original, one (1) 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 the 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.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. 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.

### **Pre-Proposal Conference**

Date: May 24, 2007  
Time: 9:00 a.m.  
Location: Griffith Golf Complex – Restaurant Banquet Room  
4730 Crystal Springs Drive  
Los Angeles, CA 90027

### **C. 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 W. 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 Book II 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 Concessions Staff 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: Proposal Items, Required Operating Responsibilities, and 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 golf patrons at the Department's golf courses, and the goals and requirements of the City as set forth in this RFP, proposers are encouraged to offer sound and innovative ideas to provide a first-rate concession. Accordingly, proposers must respond to each of the following items in their written proposal. Each response must correspond to each of the numbered items.

#### **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 capital improvements, start-up and pre-opening costs, procurement of new electric golf carts and replacement as needed, 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 should include the required investment of obtaining all new electric golf carts at the start of the agreement term, as well as all additional start-up costs (performance deposit, inventory, equipment, supplies, etc.) needed to begin operations under the new Agreement. 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.4.7 on page 11 of this RFP.

##### **1.2 Source(s) of Funding**

- 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 all entities comprising the partnership or joint venture.)

**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):

- a. Bank statements for the proposing entity for the twelve (12) months preceding the release date of this RFP.
- b. 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.) who has the authority to approve the expenditures. NOTE: Such letter must be an original and must be notarized.
- c. 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 as of March 2007 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. A copy of an unconditional, formal, and binding letter of commitment from the lender(s).
  - b. Copies of current credit reports/ratings of the proposing entity (“current” shall mean as of March 2007 or later).
- 1.3.3 Provide the following for each proposing entity, regardless of the sources of funding. These items must be prepared by a Certified Public Accountant:
  - a. Current balance sheets, as of March 2007 or later. For each line item, submit supporting documentation (e.g., invoices, deeds, liens, etc).
  - b. Income statements for calendar years 2004, 2005, 2006, and first quarter of 2007 (through March 2007).
  - c. Cash flow statements for calendar years 2004, 2005, 2006, and first quarter of 2007 (through March 2007).
- 1.3.4 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. Qualifications and Background**

Describe your business entity’s background and experience in operating electric golf cart rental services. 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 that this Section (Qualifications and Background) pertains to your business entity’s PAST experience and CURRENT operations, not your PROPOSED operation for this concession.

### **2.1 Ownership Description**

- 2.1.1 Address of company, length in business, size of company
- 2.1.2 Organizational chart
- 2.1.3 Names of key personnel
- 2.1.4 Any pending mergers

### **2.2 Description of proposing entity’s experience in and knowledge of operating electric golf cart rental services similar to this concession include:**

- 2.2.1 Description of similar current and past operations; indicate number of carts stocked, number of carts rented, etc.;
- 2.2.2 Revenues of past or current comparable operations under the proposer’s management for the previous five years. If applicable, include annual revenue before proposer assumed operations; indicate whether revenues increased or decreased under proposer’s management, and indicate reasons therefor;
- 2.2.3 Proposer’s years of experience;
- 2.2.4 Extent of any related experience;
- 2.2.5 Experience in implementing capital improvements similar to those required herein;
- 2.2.6 Additional information which demonstrates the proposer’s qualifications.

### **2.3 Operations**

- 2.3.1 Employee hiring, training, motivation, and promotion policies.
- 2.3.2 Methods and controls for accounting.
- 2.3.3 List of vendors.
- 2.3.4 Methods of monitoring and ensuring patron and employee workplace safety.
- 2.3.5 Methods of tracking cart maintenance.

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

- 2.4.1 List of all opened and closed contracts during most recent 12 months.
- 2.4.2 List of all lost/closed contracts during 2003, 2004, 2005, and 2006.
- 2.4.3 List of contracts started and lost within 12 months of opening/starting.

### **2.5 References**

- 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. Description of Proposed Golf Carts, Cart Maintenance, and Cart Replacement Plan**

Golf Carts to be used for this concession must meet or exceed the Golf Cart Specifications attached as Exhibit A and incorporated herein. Accordingly, proposers are to provide the following:

#### **3.1 Description of Golf Carts**

Describe the golf carts to be provided, at a minimum:

- 3.1.1 Brand, manufacturer, supplier, color and style, etc. Include photos if possible;
- 3.1.2 A detailed list of accessories to be installed on the carts;
- 3.1.3 A proposed delivery schedule for the new fleet of golf carts that accommodates a transition from the current operation to operating under a new agreement;
- 3.1.4 In the event some non-electric carts are included for an additional back-up fleet, list proposed measures such as alternative fuel vehicles, recycling measures, and other energy conservation measures to ensure minimal adverse impact on the environment, both in daily maintenance and operation, and for the carts themselves. Describe proposed method of fueling these vehicles;
- 3.1.5 Include copies of golf cart manufacturer's or supplier's specifications, including warranty information, average expected lifespan of equipment, recommended maintenance, etc.

#### **3.2 Carts Maintenance**

Propose a detailed schedule of maintenance of the golf carts, and a system of tracking repairs and maintenance. Your proposed maintenance schedule must be consistent with the cart supplier's or manufacturer's recommendations for optimum performance. Indicate staffing plans for, and qualifications of, mechanics, if mechanics are to be hired.

#### **3.3 Safety**

Indicate plans to ensure the safety of patrons as well as employees; include proposed safety policies and procedures, and methods to enforce safety policies.

#### **3.4 Number of Carts**

Indicate the number of carts proposed for each location (should meet or exceed minimum requirements in Section V.B.2 on page 14 of this RFP); include plans to address cart storage limitations at each facility (if any), and plans to mitigate situations in which the demand exceeds the supply. Provide a method to redistribute the carts among the locations as needed to address fluctuating public demand for carts.

#### **3.5 Cart Replacement**

Consistent with the manufacturer's recommended lifespan of proposed carts, provide:

- 3.5.1 Proposed cart replacement cycle (in years);
- 3.5.2 A detailed plan to replace carts when the recommended lifespan of the carts expires, including a method to differentiate old carts from new carts (e.g., numbered carts), and whether carts will be leased or purchased;
- 3.5.3 The estimated cost of cart replacement, and the source of funding of this replacement. Cost of replacing carts must be reflected in the proposer's financial planning (Section V.A.4.7 on page 11 of this RFP).

#### 4. Business Plan

The proposer's Business Plan should include, but is not limited to, the following:

**4.1 Staffing and Management:** Provide plans (note that provisions of the City's Service Contract Worker Retention Ordinance and Living Wage Ordinance will apply). At a minimum:

- 4.1.1 Identify key personnel, including proposed concession manager; include resumes for each;
- 4.1.2 Number of staff members required at each location;
- 4.1.3 Proposed organizational structure;
- 4.1.4 Name and qualifications of proposed concession manager;
- 4.1.5 Employee hiring, training, retention, motivation, and promotion methods.

**4.2 Maintenance of Premises:** Include a proposed detailed schedule of maintenance of the Premises.

**4.3 Customer Service:** Include your customer service policies and philosophy; indicate specific methods of assessing, monitoring, and maintaining high levels of customer satisfaction.

**4.4 Accounting Methods:** At a minimum, describe your methods of tracking cart rentals independent of the Starter Window, including complimentary rentals, etc.; methods of tracking all receivables and payables; and, methods of checks and balances to verify that all rentals are tracked accurately.

**4.5 On-Going Refurbishment, Improvement, and Maintenance of Concession Facilities:** Throughout the life of the Agreement, the concession facilities will require on-going maintenance and refurbishment to prevent them 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 concession. Said refurbishment, improvement, and maintenance shall be in addition to the routine maintenance as required in Section V.C.5 on page 17 of this RFP and in Section 10 of the Standard Conditions and Regulations for the Operation of Concessions, Revised December 2005 (hereinafter "Standard Conditions"), attached and incorporated herein as Exhibit B. Include a specific plan to provide and fund any necessary major repairs and maintenance, improvements, or upgrades to the concession facilities throughout the life of the Agreement, at the concessionaires' sole expense, in addition to the proposed Capital Improvements. Proposers shall indicate:

- a) The minimum dollar amount to be expended for this purpose;
- b) The method or source of funding this amount;
- c) The time intervals during which the amounts will be spent (e.g., year 2, year 5, etc.).

**4.6 Equipment:** Indicate any consideration of technically advanced equipment or tools to be used, such as inventory management systems, security systems, golf cart tracking systems, etc. (include features and benefits of each).

#### **4.7. 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 C. 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 Electric Golf Carts Rental Concession RFP, then 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.

To complete the form, follow the instructions on the first tab of the spreadsheet. Proposers must submit with their proposal both a hardcopy and a CD-R with the completed form burned onto it.

The Pro Forma Financial Statement submittal form covers anticipated operations over the entire 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 entire ten-year term, including: projected revenues; 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 their financial planning.
- **Pro Forma Cash Flow:** Should reflect any outside sources of funding.
- **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, anticipated increases or decreases in staffing levels, what percentage of golf patrons will be captured at the concession, what is the average amount customers are expected to spend, etc. 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.

#### **4.8. Additional Services and/or Amenities**

Proposers are encouraged to consider and propose additional related 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. Note that the rental of handcarts by concessionaire is specifically prohibited at all locations.

### **5. Proposed Rental Payment to City**

The amount of rent to be paid is a proposal item. All fees for golf cart rentals will be collected at the Golf Starter window at each location. The Golf Starter windows are operated and staffed by the Department. Fees from cart rentals will be processed by the City.

The rental payment percentage proposed by the proposer will be the amount deducted from the fees and retained by the Department as the concessionaire's rental payment; the remaining amount will be reimbursed to the concessionaire. Reimbursement payments will be processed by the City of Los Angeles - Office of the Controller and mailed via U.S. Mail to the concessionaire.

**5.1** Indicate your proposed rent. As indicated above, the rental amount will be the amount retained by the City and must be stated as a Percentage of Gross Receipts. Refer to the Standard Conditions, Section 7, for the definition of Gross Receipts.

- Proposed rent may vary with time, specific levels of gross receipts, or among various service categories offered (example: standard cart, luxury cart, cart accessories, other); however, the proposed rental structure must be consistent among all locations.
- Rental payment terms must also be identified 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 (as well as express approval from the Department).

**5.2** Provide justification, based on the financial projections and planning, that the proposed rent is sustainable and realistic.

The current operator pays forty-seven percent (47%) of all gross receipts in rent for all five locations.

### **6. Capital Improvements**

The following capital improvements shall be incorporated into the Agreement, and are to be completed by the concessionaire, at the concessionaire's expense. All capital improvements shall become the property of the City.

For each proposed capital improvement, include:

- An estimated schedule which details the design and construction aspects of proposed improvements;
- Estimated down time;

- Specific equipment, products or vendors to be used;
- Operating alternatives for continuing service during construction, if feasible.

**6.1 Installation of cart wash drainage clarifier systems (Required):**

Two of the locations, Griffith Park and Hansen Dam, require installation of cart wash drainage clarifier systems. The wash drainage clarifier systems at the remaining three locations may require improvements to ensure compliance with environmental requirements and/or to ensure functioning at full capacity. All such systems must meet all environmental requirements.

Provide detailed plans, including, but not limited to, engineer’s plans, estimated cost, warranty information, etc. Plans should also include estimated “down” time and an alternate method of washing carts during installation.

**6.2 Installation of adequate ventilation systems (Required):**

The Hansen Dam facility requires installation of additional ventilation, which must meet all safety and environmental requirements.

Provide detailed plans, including, but not limited to, engineer’s plans, estimated cost, warranty information, etc. Plans should also include estimated “down” time, if any.

**6.3 Optional Capital Improvements:**

Additional physical improvements within the defined Description of Premises (Section V.C.1 on page 15 of this RFP), which shall potentially improve the concession’s quality, safety, and customer service potential.

All proposed capital improvements are subject to the approval of the Department. As part of the selection process, in conjunction with other proposal items, the Department will consider all capital improvements proposed, in addition to the required capital improvements listed in this section, which are conducive to the enhancement, safety, and increased revenue of the concession. By submitting a proposal, the proposer commits to completing the capital improvements proposed. However, proposed capital improvements are considered conceptual at the time of evaluation and award, and are subject to negotiation prior to execution of the Agreement. Award of the Agreement 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 capital improvements to the concession.

**B. Scope of Work and Required Operating Responsibilities**

The following describes responsibilities and provisions not covered in the Standard Conditions, which will be required of the concessionaire, and shall be integrated into the Agreement.

**1. General Scope of Work**

As the operator of the Golf Carts Rental Concession, the concessionaire shall be required to:

- Obtain, whether through lease, purchase, or other method, all golf carts used in this concession;
- Deliver them to golf patrons at a designated area at each location, and instruct them in the general operation of the golf cart as needed;
- Maintain, clean, repair, and replace golf carts as required to meet manufacturer’s and Department’s specifications;
- Ensure the golf cart barns and storage facilities meet and are maintained to current safety and fire codes;
- Maintain proper accounting records for the concession (by location and as a total of the concession);
- Work with Department staff to develop a method to reconcile concessionaire’s cart rental records

with fees collected at Starter Windows (to include tracking and reconciling complimentary and discounted rentals);

- Provide for all staffing, including all hiring, training, and supervision.

Rental of non-motorized handcarts by concessionaire is specifically prohibited at all locations.

## **2. Minimum Number of Carts to be Provided**

Concessionaire shall provide a minimum of 490 carts for the concession. The following are estimates of the minimum number of golf carts to be provided at each location (subject to change based on public demand at each course, dimensions of carts and facilities, arrangement of carts stored at facility, etc.):

Sepulveda	120
Griffith Park	150
Hansen Dam	75
Rancho Park	80
Woodley Lakes	65

Concessionaire shall be required to ensure that sufficient golf carts are available for tournaments or other special events in which greater quantities of carts are required.

Concessionaire shall provide a minimum of one (1) electric golf cart that complies with all provisions of the Americans with Disabilities Act (ADA) at each of the five (5) facilities.

## **3. Safety**

Concessionaire shall be responsible for ensuring that all carts are safe and in good operating condition by ensuring that all necessary repairs are made in a timely manner, and by any other precautionary measures, such as posting rules and regulations governing proper and safe customer use of carts in an area of the concession clearly visible to all patrons. No carts shall be rented if brakes or tires are excessively worn or if carts are otherwise deemed unsafe. All safety rules and regulations shall be approved by the Department prior to publication and use.

## **4. Maintenance of Carts**

The Concessionaire shall, at a minimum, comply with the following:

- Golf carts shall be cleaned at least once daily;
- Golf carts shall be maintained in a quality and timely manner; all damaged, worn, or broken parts, damaged upholstery, or any other items in need of repair or replacement shall be repaired or replaced when necessary or as determined by the Department; carts shall be maintained mechanically sound at all times in a manner acceptable to the Department;
- Concessionaire shall provide for all maintenance, repair, and service required on all equipment used in this concession.

## **5. Replacement of Carts**

All golf carts must be replaced with new carts at the end of their useful life, as recommended by the Manufacturer's specifications.

## **6. Courtesy and Inspection Passes**

Concessionaire shall provide golf carts for patrons using courtesy passes and inspection passes, and must maintain a method of tracking such rentals.

## **7. Hours**

The concession shall open at each location every day of the year, including all holidays, weather permitting, no later than fifteen (15) minutes before the first golfer begins play and shall remain open all day until the last golfer finishes play.



## 8. Pricing

Prices for cart rentals are subject to approval by the Board of Recreation and Park Commissioners. The Board seeks to promote both high standards of quality as well as provide services at an affordable rate. Changes are subject to Board approval.

The current prices are:

18 holes (double occupancy):	\$24.00
9 holes:	\$16.00 plus \$8.00 deposit
18 holes (single occupancy):	\$16.00 plus \$8.00 deposit
Twilight:	\$16.00

Although price increases are subject to Board approval, for purposes of this proposal, proposers should assume that the required fee will remain as such. In addition, price changes at the Sepulveda, Hansen Dam, and Woodley Lakes locations require approval by the United States Army Corps of Engineers.

## 9. Miscellaneous Requirements

Operator shall be required to:

- Provide and maintain electrical charging systems at each golf course. Utility costs are to be borne by the concessionaire. Each charging system should be energy efficient.
- Carts and charging units must be new at the onset of the Agreement term.
- Carts purchased and maintained by concessionaire must be manufactured by a well-established and dependable firm, must meet the Department's approval, and must meet or exceed the Golf Cart Specifications (Exhibit A).
- Provide and maintain wash drainage clarifier system at each golf complex (refer to Section V.A.6 on page 12 of this RFP, Capital Improvements). Note that two locations require the installation of these systems).
- Give any and all items left in the golf carts by patrons or City staff to the Starter Window for future retrieval by patrons or City staff.

## C. Contractual Provisions

### 1. Description of Premises:

Concessionaire shall operate the concession at the following locations:

Sepulveda Golf Complex (Balboa and Encino Golf Courses)  
16821 Burbank Boulevard, Encino, CA 91436

- 6,315 square feet
- Single-story
- Wash drainage clarifier available

Griffith Park Golf Complex (Wilson and Harding Golf Courses)  
4730 Crystal Spring Drive, Los Angeles, CA 90027

- 10,331 square feet
- Includes a lower level storage area
- Includes a small office space
- No wash drainage clarifier available (must be installed by concessionaire as a capital improvement)

Hansen Dam Golf Course  
10400 Glenoaks Boulevard, Pacoima, CA 91331

- 4,316 square feet
- Single-story
- Small office space available
- No wash drainage clarifier available (must be installed by concessionaire as a capital improvement)

Rancho Park Golf Course  
10460 West Pico Boulevard, Los Angeles, CA 90064

- 3,200 square feet
- Single-story
- Includes a small office space
- Wash drainage clarifier available

Woodley Lakes Golf Course  
6335 Woodley Avenue, Van Nuys, CA 91406

- 4,020 square feet
- Single-story
- Small office space available
- Wash drainage clarifier available

## **2. Standard Conditions for the Operation of Concessions**

The selected Concessionaire must be willing to enter into a written Agreement with the City which incorporates all terms and conditions set forth in this RFP, as well as all applicable provisions in the Department's Standard Conditions. Proposers shall review this document in its entirety, acknowledging the definitions, duties, and on-going requirements of the Concessionaire, along with the limited responsibilities of the Department.

## **3. Term**

The term of the Agreement will be ten (10) years, and may be renewed for up to one additional five (5) year term at the sole discretion of the City.

## **4. Utilities**

Concessionaire shall be required to pay for electricity and any additional utilities or services (telephone, internet, cable, satellite T.V., etc.). The telephone number(s) at the concession locations shall not be transferable to any other location. Water and trash pick-up from the main dumpster(s) will be paid by the Department.

Utility (electric) meters are installed at four of the five facilities. Upon contract execution, concessionaire shall pay directly to the Los Angeles Department of Water and Power (hereinafter "DWP") for those four locations.

At the Sepulveda Golf Complex, the cart rental facility does not currently have its own utility meter. However, it is expected that individual utility meters for each concession at the Sepulveda Golf Complex will be installed prior to execution of this Agreement, in which case each meter(s) will be the responsibility of the respective Concessionaire. In the event meters are separated at this facility before execution of the Agreement, concessionaire shall pay utilities directly to DWP.

In the event that individual utility meters are not installed at the Sepulveda Golf Complex before contract execution, the concessionaire shall remit the amount of **\$2,100.00** each month to the Department as payment for electricity at the Sepulveda Golf Complex. Said fee shall be subject to the same stipulations

applicable to rental payments as stated in Section 7 of the Standard Conditions. This fee shall not be in lieu of payments to DWP for the other golf cart facilities operated by Concessionaire. Said fee shall be pro-rated accordingly for the month during which meter changeover occurs. The term “meter changeover” as used herein shall be defined as the point at which DWP begins charging concessionaire for electricity as a result of installation of separate electrical utility meters at the Sepulveda Golf Complex. As a point of reference, the current concessionaire pays the Department a flat monthly fee of \$8,145 for the use of electricity at all five locations.

#### **5. Maintenance**

In addition to maintenance of the golf carts, the concessionaire will be responsible for maintenance of the Concession premises, including daily cleaning and trash removal from within and around the Premises area to the main dumpsters. Refer to the Standard Conditions, Section 10 for additional information.

#### **6. Performance Deposit**

The selected Concessionaire shall provide a Performance Deposit for the duration of the Agreement in the amount of Four-Hundred Thousand Dollars (\$400,000.00). This amount reflects approximately three month’s rent based on the average rental payments at this Concession from 2003 through 2006. If the scope of a proposed Concession operation differs substantially from the present Concession operation, the actual Performance Deposit amount is subject to change. Said Deposit is required prior to execution of the Agreement and shall be in the form of a financial instrument pre-approved by the Department. Surety bonds will not be accepted. See Standard Conditions, Section 14 for more information.

#### **7. Insurance**

The selected Concessionaire shall acquire and maintain the established insurance and liability limits for this Concession. The coverage and limits listed in Exhibit D, 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 and the U.S. 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.

#### **8. U.S. Army Corps of Engineers**

The Sepulveda Golf Complex, the Woodley Lakes Golf Course, and the Hansen Dam Golf Course are located on land leased by the City from the U.S. Army Corps of Engineers (“Corps”). The Agreement is subject to approval by the Corps, as are any contract amendments and provisions.

## 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 three Levels. **Each proposer must pass Level I in order to advance to Level II and Level III.**

#### **Level I – Compliance with RFP Submission Requirements** (Section IV.A on page 3 of this RFP)

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 Book II) - referenced on page 4 of this RFP
- Proposal Items (from Section V on page 8 of this RFP)

#### **Level II – Ability to Finance** (Section V.A.1)

Proposer must provide evidence of financial capability to fund the entire operation in the amount indicated in the pro forma; evidence of sufficient funding will be verified by the Department, but will not be scored. If evidence of sufficient funding is provided and verified, the proposer will be passed to Level III for evaluation and scoring.

#### **Level III – Evaluation and Scoring Criteria**

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

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

Best	2 <sup>nd</sup> Best	3 <sup>rd</sup> Best	4 <sup>th</sup> Best	5 <sup>th</sup> Best	6 <sup>th</sup> Best	7 <sup>th</sup> Best
15 points	13-14 points	11-12 points	9-10 points	7-8 points	5-6 points	3-4 points

(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, pre-opening costs, inventory, sufficient working capital, and capital improvements:

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

##### Qualifications and Background (20 points)

Best	2 <sup>nd</sup> Best	3 <sup>rd</sup> Best	4 <sup>th</sup> Best	5 <sup>th</sup> Best	6 <sup>th</sup> Best	7 <sup>th</sup> Best
20 points	18-19 points	16-17 points	14-15 points	12-13 points	10-11 points	8-9 points

(Section V.A.2): Proposer has provided responses to all items in the Qualifications and Background 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;
- Track record of solid safety and maintenance policies.

Description of Proposed Golf Carts, Cart Maintenance, and Cart Replacement Plan (15 points)

Best	2 <sup>nd</sup> Best	3 <sup>rd</sup> Best	4 <sup>th</sup> Best	5 <sup>th</sup> Best	6 <sup>th</sup> Best	7 <sup>th</sup> Best
15 points	13-14 points	11-12 points	9-10 points	7-8 points	5-6 points	3-4 points

(Section V.A.3): The proposed golf carts to be used, and their maintenance, will be ranked according to:

- Quality, value, and aesthetics of proposed carts;
- Feasible, well-planned method of procuring, maintaining, and replacing carts as needed;
- Thorough plans to maintain patron and employee safety;
- Proposed carts meet or exceed all required specifications;
- Plans to accommodate visitors with special needs.

Business Plan (20 points)

Best	2 <sup>nd</sup> Best	3 <sup>rd</sup> Best	4 <sup>th</sup> Best	5 <sup>th</sup> Best	6 <sup>th</sup> Best	7 <sup>th</sup> Best
20 points	18-19 points	16-17 points	14-15 points	12-13 points	10-11 points	8-9 points

(Section V.A.4): The Proposer’s plan for the concession, 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:

- Creativity, innovation, and imagination;
- Soundness of planning;
- Thorough, well-articulated, specific responses to proposal items;
- Alignment to City mission and goals;
- Professional and employee staffing, qualifications, and training plans;
- Customer service plans;
- 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;

Proposed Rental Payment to City (15 points)

Best	2 <sup>nd</sup> Best	3 <sup>rd</sup> Best	4 <sup>th</sup> Best	5 <sup>th</sup> Best	6 <sup>th</sup> Best	7 <sup>th</sup> Best
15 points	13-14 points	11-12 points	9-10 points	7-8 points	5-6 points	3-4 points

(Section V.A.5): Proposer offers an appropriate, realistic, sustainable and practical 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.

Capital Improvements (15 points)

Best	2 <sup>nd</sup> Best	3 <sup>rd</sup> Best	4 <sup>th</sup> Best	5 <sup>th</sup> Best	6 <sup>th</sup> Best	7 <sup>th</sup> Best
15 points	13-14 points	11-12 points	9-10 points	7-8 points	5-6 points	3-4 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:

- Feasibility; potential to be completed within the proposed time and budget;
- Monetary value; amount of investment;
- Potential to increase safety and service;
- Sound planning;

- Appropriate improvements for the facility;
- 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.

**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.

## **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.

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. Once awarded, the selected concessionaire will complete and submit the additional documents as required by City Ordinance, State, or Federal laws within 30 days.

Section 10.5 of the Los Angeles Administrative Code (LAAC) 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.

## **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.

## **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. Golf Cart Specifications
- B. Standard Conditions and Regulations for the Operation of Concessions (Revised December 2005)
- C. Pro Forma Financial Statements (available on CD and online at [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm); follow the link to this RFP and click on Exhibit C); hardcopy sample attached
- D. Insurance Requirements