



# City of Los Angeles

Department of Recreation and Parks

## Request for Proposals

For the Operation and Maintenance of

# THE LUMMIS HOME

Located at:

200 East Avenue 43  
Los Angeles, CA 90031

<b>Release Date:</b>	<b>December 3, 2013</b>
<b>Pre-Proposal Conference:</b>	<b>January 14, 2014 (see page 8)</b>
<b>Due Date:</b>	<b>March 11, 2014 (see page 7)</b>

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**REQUEST FOR PROPOSALS  
FOR THE OPERATION AND MAINTENANCE OF  
THE LUMMIS HOME**

**I. INTRODUCTION**

The Department of Recreation and Parks (hereinafter “Department”) is pleased to offer an exciting opportunity for a well-qualified California 501(c)(3) “Non-Profit” entity to operate and maintain the Lummis Home located at 200 East Avenue 43, Los Angeles, California 90031.

The proposing individual or company shall demonstrate the ability to implement a “living museum” program; clearly articulate achievable plans for the restoration, improvement, and preservation of the premises; demonstrate financial stability and revenue generating methods to fund the operation and maintenance of the Lummis Home; and document compliance with appropriate laws and regulations.

The Department’s goals with the resulting contract from this Request for Proposals (hereinafter “RFP”) are to: (1) provide the public with the best and most satisfactory service to the public, and (2) ensure that the City of Los Angeles (hereinafter “City”) receives adequate and appropriate compensation from a private non-profit entity allowed to operate on park property.

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

The objective of this RFP is to award a five (5) year contract, with one (1) five (5) year renewal option exercisable at the sole discretion of the Board of Recreation and Park Commissioners, to an operator who will accomplish the following:

- Provide and implement a schedule for the restoration, repair, improvement, and preservation of the Lummis Home;
- Provide service to meet or exceed the needs and expectations of the City, visitors to the Lummis Home, and the neighboring community, through docent tours, lectures, and exhibits;
- Maximize patron attendance through quality of service and an attractive, informative and family oriented appropriate operation, and through the use of marketing and outreach to the community;
- Conduct fund-raising events specifically for the purpose of generating revenue for the operation and maintenance of the Lummis Home;
- Provide rental of the premises in accordance with an established Schedule of Rates and Fees in order to generate revenue for the operation and maintenance of the Lummis Home and for the Department;
- Assess, provide, and install all necessary furnishings and equipment to create an attractive and inviting living museum;
- Display awareness and responsiveness to the demographics and special needs of the community and patrons this facility serves;
- Work in unison with the Department during the normal course of business and as unforeseeable problems arise; and
- Implement, maintain and enforce all safety rules and regulations to ensure the safety of patrons.

### **III. DESCRIPTION OF THE LUMMIS HOME**

The Lummis Home is located at 200 East Avenue 43, Los Angeles, CA 90031 and was home to Charles Fletcher Lummis, the first City Editor of the Los Angeles Times and a founder of the Southwest Museum. The house was built between 1896 and 1910 and named “El Alisal” by Charles Fletcher Lummis. The property was donated to the Southwest Museum in 1910 and sold to the State of California in 1943. The City acquired ownership from the State in 1971. The property is designated as Los Angeles Historic-Cultural Monument No. 68 and is on the list of the National Register of Historic Places.

The name “El Alisal” comes from local sycamore trees, one of which is featured in the home’s interior courtyard. The house is built using stones from the arroyo bed, concrete, and wood. The design of the home is influenced by mission architecture and the dwellings of the Pueblo Indians. Though not directly influenced by the English Arts and Crafts movement, the house shares many of its design principles; it is furnished with hand-crafted wooden furniture, and features exposed wooden cross-beams and concrete floors.

The home itself is perhaps the finest example of the philosophy of the Arts and Crafts movement in America. It was built entirely by hand of found materials, including stones taken from the nearby Arroyo Seco, beams made from unused telegraph poles, photographs and glass negatives, some of which Lummis embedded in a window in the main salon, a room he called "the Museo." No two doors or windows in the house are exactly alike, each handcrafted by Lummis, his Pueblo Indian friends and helpers, and anyone else who happened on the property and was willing to work. Each stone, swath of masonry, piece of wood and metal represents the vision and hand of Lummis.

### **IV. MINIMUM ACCEPTABLE QUALIFICATIONS**

In order for the submitted proposal to be considered for this RFP, all proposing entities must clearly demonstrate the following minimum acceptable qualifications in their written proposal:

1. Must be an active registered California 501(c)(3) “Non-Profit” entity;
2. Four (4) consecutive years between 2006 and 2012 of operations of a similar facility;
3. Four (4) consecutive years between 2006 and 2012 of coordinating and implementing fund-raising events; and
4. Four (4) consecutive years between 2006 and 2012 of coordinating rental activities of a similar facility.

Submitted proposals that do not meet the minimum acceptable qualifications will be recommended by the General Manager to be rejected by the Board of Recreation and Park Commissioners.

## V. DESIGNATION AS A HISTORIC-CULTURAL MONUMENT

The Lummis Home is designated as Historic-Cultural Monument No. 68 in accordance with Chapter 9, Article 1 of the Los Angeles Administrative Code.

The selected operator must obtain the written approval of the Cultural Heritage Commission for any substantial alterations to the affected area in accordance with Section 22.171.14 of the Los Angeles Administrative Code:

1. The substantial alteration, including additional buildings on a site containing multiple buildings with a unified use, complies with the Standards for Rehabilitation approved by the United States Secretary of the Interior; and
2. Whether the substantial alteration protects and preserves the historic and architectural qualities and the physical characteristics that make the site, building, or structure a designated Monument; and
3. Compliance with the California Environmental Quality Act, Public Resources Code Section 21000 et seq.

## VI. INSTRUCTIONS TO PROPOSERS

### A. Submitting a Written Proposal

To be considered for award of this proposed contract, proposing entities must submit a sealed, written proposal in response to the Proposal Items indicated herein. Proposals should provide information about financial stability; background and experience; operations and maintenance; and, preservation and restoration. Proposals will be 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 have completely responded to all proposal items and compliance documents in the RFP.
- Formulate responses precisely and with detail; avoid vague, meaningless, or open-ended responses.
- Make sure your proposal demonstrates that financial projections and cost estimates are realistic and sustainable.
- Clearly describe what your management team will bring to the operation and maintenance of The Lummis Home over the term of the proposed contract.
- If there are significant risks in your proposed strategy, include plans to mitigate those risks, addressing any contingencies that may arise.

Your written submitted proposal in response to this RFP process will be the primary basis on which the City will consider its award for the proposed contract; 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 required 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 and only provide those renderings (i.e., drawings) which best describe the proposed exhibits, attractions, and overall event experience.

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

**1. Proposal Submission Letter (Exhibit C)**

Proposers are to complete the Proposal Submission Letter (Exhibit C) and submit with the proposal in response to this RFP.

**2. Proposal Deposit**

All proposals must include a Two-Thousand Dollar (\$2,000.00) 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 a contract for the operation and maintenance of The Lummis Home.

The Proposal Deposit of the successful proposer will be released upon receipt of the required Performance Deposit, evidence of insurance and execution of the contract. In the event that an award is made and the successful proposer fails to execute the contract 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 a contract with the proposer awarded the Contract. Proposal Deposits are maintained for all proposers in the event the successful proposer fails to execute the contract and another proposer is considered for award. Please note that the execution of a contract may 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 VII, beginning on page 11 of this RFP.

- Financial Plan (10 Points)
- Background and Experience (30 Points)
- Operating Plan (20 Points)
- Maintenance Plan (20 Points)
- Preservation and Restoration Plan (20 Points)

#### 4. Compliance Documents

This is a new RFP for a new contract. 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, B-2 and B-3 of this 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.

**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. Only the original notarized form is acceptable.
- 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)  
Please read the instructions in Exhibit B
- 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 by an individual authorized to bind the proposer.
- 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. Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit B)

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business

Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Proposer’s BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.E of Exhibit B), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.E of Exhibit B) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.E of Exhibit B) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

MBE Participation:	<b><u>18%</u></b>
WBE Participation:	<b><u>4%</u></b>
SBE Participation:	<b><u>25%</u></b>
EBE Participation:	<b><u>8%</u></b>
DVBE Participation:	<b><u>3%</u></b>

- h. Bidder Certification – CEC Form 50 (Section I.H of Exhibit B)  
Please read the instructions in Exhibit B.
- i. Bidder Contributions – CEC Form 55  
Compliance with Los Angeles City Charter Section 470(c)(12) (Measure H)  
Please read the instructions in Exhibit B-2.
- j. First Source Hiring Ordinance  
Please read the instruction in Exhibit B-3.

*Only the Proposer selected for award of the Contract shall submit the following additional required items prior to execution of the Contract (within sixty [60] working days of notification by Department):*

- |    |  |
|----|--|
| k. | Americans with Disabilities Act Certification  |
| l. | Business Tax Registration Certificate  |
| m. | Certification of Compliance with Child Support Obligations   |
| n. | Contractor Responsibility Ordinance – Pledge of Compliance   |
| o. | City-approved Proof of Insurance   |
| p. | City-approved Performance Deposit  |
| q. | Los Angeles Residence Information (location of selected Contractor’s headquarters and percentage of workforce residing in Los Angeles) |
| r. | LWO/SCWRO – additional related forms from item 4.f above   |
| s. | Slavery Disclosure Affidavit   |
| t. | First Source Hiring Ordinance – FSHO-1   |

Failure of the successful proposer to submit all the required documents (specified as items “k” through “t” above) and submit a signed Contract within sixty (60) days of award (as notified 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, March 11, 2014.**

**Where to Submit your Proposal**

The complete proposal package shall be placed in a sealed envelope or box labeled “Proposal for The Lummis Home.” Said envelope or box shall have the name and address of the Proposer on the outside and be delivered to:

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

**Number of Copies**

Please provide one (1) original, one (1) non-bound reproducible copy, and six (6) copies. Plainly identify the respective documents. An original is one in which a form requiring a signature must be signed in wet ink. 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 and a contract is awarded.

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

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 a contract is awarded. Failure of the selected 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.

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: January 14, 2014  
Time: 10:00 a.m.  
Location: Central Service Yard  
Partnership Headquarters  
3900 Chevy Chase Drive, Los Angeles, CA 90039

The purpose of the conference is to clarify the contents of this RFP and to discuss the needs of The Lummis Home. Attendance is not mandatory. A site walk of the facility will take place after the conclusion of the proposer's 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 (MS 625-26)  
Attn: Désirée Guzzetta  
221 N. Figueroa St., 15<sup>th</sup> Floor, Ste. 1520  
Los Angeles, CA 90012

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 January 14, 2014, 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: Désirée Guzzetta, Contract Coordinator (MS 625-26)  
Address: 221 N. Figueroa St., 15<sup>th</sup> Floor, Ste. 1520, Los Angeles, CA 90012  
E-mail: [Desiree.Guzzetta@lacity.org](mailto:Desiree.Guzzetta@lacity.org)  
Fax: 213-202-4311

#### **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 Contract Coordinator listed above.

The complete RFP package and all forms and information in the Exhibit are also available at [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm). Should you find a discrepancy in or omissions from said documents, or have questions as to their meaning, notify the Contract Coordinator at the above address in writing by fax or e-mail no later than 24-hours prior to the deadline date for receiving proposals. The City of Los Angeles will not be bound by any oral statements or representations.

**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 criteria, 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 operation. To select the best proposer for this operation, 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.**

## VII. PROPOSAL ITEMS AND CONTRACTUAL AND OPERATING RESPONSIBILITIES

The following sections, in part, will comprise the fundamentals of the Contract:

A. Proposal Items (Must Provide Written Response for each Item):

1. Financial Plan (10 Points)
2. Background and Experience (30 Points)
3. Operating Plan (20 Points)
4. Maintenance Plan (20 Points)
5. Preservation and Restoration Plan (20 Points)

B. Contractual and Operating Responsibilities (No Written Response Required)

In the written proposal, proposers should include explicit, detailed responses to each of the Proposal Items. If selected as the recommended proposal, the proposer must be willing and able to commit to the Proposal Items and the Contractual and Operating Responsibilities, including the Standard Provisions for City Contracts (Rev. 03/09) (Exhibit D).

A. **Proposal Items**

Keeping in mind the needs and the potential of the operation, the demographics of the patrons and prospective patrons of The Lummis Home, the goals and requirements of the City as set forth in this RFP, and the minimum acceptable qualifications as set forth in Section IV of this RFP, proposers are encouraged to offer sound, practical, and sustainable ideas to provide a first-rate, high-quality living museum.

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 CRITERIA WILL BE ACCEPTED PER SUBMITTAL. MULTIPLE PROPOSAL OPTIONS 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. **FINANCIAL PLAN**

Each proposer must demonstrate the financial means and resources to finance, operate, and sustain the 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.

Provide a written response in narrative format (2 pages maximum) and include a spreadsheet for the operating budget.

### **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):

- Inventory
- Equipment
- Operating Supplies
- Marketing & Advertising
- Payroll
- Insurance
- Annual Payment to City
- Others (list)

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

- Bank Statements for the proposing entity for the past three (3) years.
- If an existing non-profit organization, provide IRS Form 990 for the past three (3) years (2010, 2011, and 2012);
- Audited financial statements reviewed by a certified public account for the past three (3) years.
- An operating budget summary in table format for the next five (5) years, describing operating costs and anticipated revenue separated by funding source (e.g., grants, donations, fund-raising, rental activities) needed to operate and maintain the premises.

**1.3.1** 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).

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

## **2. BACKGROUND AND EXPERIENCE**

Describe your business entity's background and experience in operating and maintaining a facility similar to the Lummis Home. If this is a new company, partnership, or joint venture formed for the operation of this Contract, describe the background and qualifications of each of the partners or principals. Refer to Section IV of this RFP for the Minimum Acceptable Qualifications.

Provide a written response in narrative format (3 pages maximum); 1 page maximum for the business references; and, include a separate page for an organizational chart.

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

### **2.1 Ownership Description**

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

- Length in business (in years and months)
- Size of company (number of employees)
- Names of persons responsible for site management
- Organizational chart

**2.2 Description of proposing entity's experience in and knowledge of operating and maintaining a living museum similar to the Lummis Home, including the maintenance of the structures and grounds (natural environment).**

**2.3 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):

- List of all contracts started during 2009, 2010, 2011 and 2012.
- List of all contracts lost during 2009, 2010, 2011 and 2012.

**2.4 Describe the proposing entity's past performance on all grant projects within the past five (5) years, including source and amount of grants received, a description of the project, and if completed within the grant period.**

## 2.5 References

Proposers must provide the following information:

- 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 nature and scope of the business relationship.

## 3. OPERATING PLAN

This and the following sections pertain to your PROPOSED operation for this Contract, not your PAST experience (except where specifically indicated). Provide a written response in narrative format (3 pages maximum).

The proposer's response to this Section must include, but is not limited to, the following (Proposers must include a response to each proposal item listed below):

- Describe the proposed recreational, cultural, and/or educational use of the Premises and how this will be implemented;
- Describe and differentiate between no-charge public use activities (e.g., tours, exhibitions), revenue producing activities (rentals and fee based activities), and fund-raising events. Describe how these will be implemented;
- Compare the planned use, as described above, with work your organization has performed in the past;
- Identify any portions of the premises which the general public will be denied access or restricted (example: Contractor office space).

## 4. MAINTENANCE PLAN

This and the following sections pertain to your PROPOSED maintenance for this Contract, not your PAST experience (except where specifically indicated). Provide a written response in narrative format (2 pages maximum).

The proposer's response to the Section must include, but is not limited to, the following (Proposers must include a response to each proposal item listed below):

- Describe the cyclical maintenance plan (weekly; monthly; annually) over the term of the contract for the Lummis Home, buildings, and grounds;
- Describe the recent (within the past five [5] years) experience and qualification with maintenance planning and performance of your team members.

**NOTE:** The selected proposer will be contractually obligated to maintain the Lummis Home, buildings, and grounds (natural environment) over the term of the contract.

## **5. PRESERVATION AND RESTORATION PLAN**

This section pertains to your PROPOSED Preservation and Restoration of the Premises for this Contract, not your PAST experience (except where specifically indicated). The proposer's Preservation and Restoration Plan must include, but is not limited to, the following (3 pages maximum).

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

- Based on the proposer's review of the premises, describe the current condition of the Lummis Home and prioritize areas of concern. Include the impacts of new features such as handicap accessibility, disabled parking, and other modifications;
- Provide a description of how the proposer intends to repair, rehabilitate, restore and/or preserve the Lummis Home;
- Provide a description of a contingency plan for unknown areas to be repaired as they become known;
- Provide a five (5) year rehabilitation plan for the Lummis Home, buildings, and grounds. Such plan should include a description of the rehabilitation project, expected duration of project, and estimated cost of project;

Note: The proposer, if awarded a contract, will be required to submit a second five (5) year plan as a condition of the renewal option for Board consideration. Also, if awarded a contract, additional improvements may be proposed and performed with the written approval of the General Manager.

- Describe the recent (within the past five [5] years) experience and qualifications with preservation and restorations of your team members.

### **B. Contractual and Operating Responsibilities**

The following are selected areas of contractual and operating responsibilities which will be required of the winning proposal. Proposers are encouraged to read the Standard Provisions for City Contracts (Rev. 03/09) (Exhibit D) for additional responsibilities.

There is no response required for these items in the submitted proposal. If awarded a contract, the Contractor will be contractually obligated to perform the responsibilities as described in this RFP, the submitted proposal, the Standard Provisions for City Contracts (Rev. 03/09), and the following:

#### **1. Purpose**

The purpose of the contract is for the Contractor to provide a high-quality living museum for enjoyment by park patrons and the surrounding community.

The Contractor will provide, at Contractor's sole expense, docent tours of the facility in accordance with the days and hours of Operation.

The Contractor will provide, at Contractor's sole expense, maintenance, repairs, restoration, and improvements of the premises in order to maximize the experience for park patrons and the surrounding community and for the preservation of the Lummis Home structures and grounds.

**2. Term**

The term of the contract will be five (5) years effective from the date of execution, with one (1) five (5) year option to renew at the sole discretion of the Board of Recreation and Park Commissioners.

Neither the City, Board, Officers, nor employees will be liable in any manner for any actions taken to revoke or not renew this contract.

**3. Days and Hours of Operation**

Contractor shall ensure that the Premise is open to the public during the following days and hours:

Saturday	from 12:00 pm to 5:00 pm
Sunday	from 12:00 pm to 5:00 pm
Monday	from 12:00 pm to 5:00 pm
Tuesday	from 12:00 pm to 5:00 pm

Contractor may propose reasonable days of operation that extend before or after the above stated days and hours. Such requests must be submitted annually in writing to the Department's General Manager by July 1<sup>st</sup> of the affected year and is not considered approved until approved in writing by the Department's General Manager.

**4. Annual Cost Recovery Payments**

Contractor will submit the annual cost recovery payments in the amount of \$4,416.00 to the City by January 31<sup>st</sup> of each year for the current year.

For the first year of operation, the Contractor will pay the City the equivalent of \$12.10 per day for the remainder of the calendar year. Such payment is due to the City within thirty (30) days of execution of the Contract.

For the last year of operation, the Contractor will pay the City the equivalent of \$12.10 per day for the remainder of the calendar year. Such payment is due to the City by January 31<sup>st</sup> of the last contract year.

**5. Premises**

Contractor will ensure all operational, maintenance, restoration, and event activities are confined to the premises described as the Lummis Home, 200 East Avenue 43, Los Angeles CA 90031 and represented in Exhibit A.

The Lummis Home is designated as Historic-Cultural Monument No. 68 in accordance with Chapter 9, Article 1 of the Los Angeles Administrative Code. The selected contractor must obtain the written approval of the Cultural Heritage Commission for any substantial alterations to the affected area(s) in accordance with Section 22.171.14 of the Los Angeles Administrative Code.

**6. Events**

Contractor shall obtain and pay for permits in accordance with the Schedule of Rates and Fees approved by the Board of Recreation and Park Commissioners for all non-fundraising events and rentals of the premises.

**7. Rental of Premises**

Contractor shall ensure that all private parties obtain and pay for permits in accordance with the Scheduled of Rates and Fees approved by the Board of Recreation and Park Commissioners.

**8. Fund Raising Events**

At the written approval of the General Manager, Contractor shall have the right to hold up to six (6) fund raising events per calendar year. Contractor shall request approval in writing no later than thirty (30) days prior to each event. All revenue generated will be used for the cost of the event and to fund operational and maintenance costs of the Lummis Home.

**9. Security**

Contractor shall be solely responsible for providing security, including appropriate equipment and personnel, to ensure the safety and containment of visitors, grounds, exhibits, equipment, and personnel.

**10. Signage**

All signs, banners, and other forms of written promotional items to be placed on the Premises must be submitted by Contractor and approved in writing by the Department's General Manager.

**11. Equipment**

Contractor shall, at all times and at its sole expense, keep and maintain all equipment, whether owned and/or installed by City, together with all of the fixtures and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance, in the sole opinion of the General Manager.

Contractor may store equipment onsite at the sole cost of Contractor. All such equipment must be kept away from the view of the general public and event. City is not liable in any manner for theft, destruction, or damage to Contractor equipment.

No equipment provided by City shall be removed or replaced by Contractor without the prior written approval of the General Manager, and if written approval is secured, such removal and/or replacement shall be at the sole expense of Contractor.

## **12. Maintenance and Cleanliness**

Contractor shall, at its own expense, keep the Lummis Home, buildings, and grounds clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted to remain thereon, and Contractor shall prevent any such matter or material from being or accumulating upon said premises.

Contractor, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than twice a day and disposed of in the main dumpster. Contractor 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, Contractor 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.

Contractor shall restore any turf, irrigation, landscape, plants or material, damaged within the Premises, according to Department specifications and requirements.

## **13. Alcoholic Beverages / Smoking**

Contractor shall ensure that no alcoholic beverages are consumed, dispensed, sold, or brought onto the premises. Alcohol for events (see Sections 6, 7, and 8 above) must be provided in accordance with the Schedule of Rates and Fees approved by the Board.

Contractor shall ensure that no person(s) smokes on the premises, to include visitors and employees. Contractor shall ensure Contractor's staff and event employees are instructed to inform any person smoking to immediately cease and extinguish such item.

## **14. Food and Beverages**

All food and beverage vendors are required to adhere to the County of Los Angeles Department of Public Health's established standards of food handling and preparation. Contractor will ensure all necessary permits and licenses are

obtained prior to the start of any event in which food is consumed, sold, or otherwise provided.

#### **15. Marketing and Promotional Material**

General Manager or designee shall review and approve, in writing, all language proposed by Contractor for inclusion in all written material (e.g., flyers, brochures, tickets, etc.) and proposed for website.

Contractor shall submit to General Manager or designee no later than ninety days (90) prior to any event all proposed marketing and promotional material for the written approval of General Manager or designee.

Contractor shall ensure that the City of Los Angeles Department of Recreation and Parks is recognized as a partner on all website, advertisement, and other promotional items pertaining to events held at the Lummis Home by Contractor.

#### **16. Right of Inspection**

City and General Manager, their authorized representatives, agents and employees shall have the right to enter upon the premises at any and all reasonable times for the purpose of inspection, evaluation, and observation of Contactor's operation. During these inspections, they shall have the right to photograph, film, or otherwise record conditions and events taking place upon the premises. The inspections may be made by persons identified to Contractor as employees of the City. Inspections may be made for the purposes set forth below, and for any other lawful purpose for which the City or another governmental entity with jurisdiction is authorized to perform inspections of the premises:

1. To determine if the terms and conditions of the Contract are being complied with.
2. To observe interaction between the Contractor and park patrons in order to evaluate the quality and quantities of services provided, sold or dispensed.
3. To observe the condition and effectiveness of Contractor's maintenance, repair, and general upkeep of the Lummis Home, buildings, and grounds.

#### **17. Subcontractors**

Contractor will ensure that all subcontractors adhere to the terms and conditions of this contract.

#### **18. Non-Profit Status and Organization Report**

Contractor shall submit to General Manager by July 1<sup>st</sup> of each year the IRS Form 990 for the non-profit entity; evidence of current status as a qualifying

state non-profit entity; corporate officers' names and titles; and, the total number of existing members (do not provide list of names).

#### **19. Annual Recap Report**

Contractor shall submit to General Manager an annual recap report by January 31st of each year for the preceding year. Such report shall contain: 1) the number of visitors; 2) rentals (organization, date, and revenue); 3) detail of revenue received from fund-raising events; 4) detail of revenue from all other sources derived from the use of The Lummis Home; and, 5) a detail of all expenses incurred by Contractor.

#### **20. Rehabilitation Plan**

Contractor shall submit to General Manager an annual report on the rehabilitation of the Lummis Home. Such plan will include a description of each project, cost to date of the project, estimated total cost of project, and expected duration of project.

Contractor shall submit to General Manager, no later than one (1) year prior to expiration of the five (5) year term of the contract, a proposed Rehabilitation Plan for the proposed second five (5) year term of the contract.

#### **21. Safety**

Contractor will perform all work in a manner to ensure the safety of all park patrons, event attendees, employees, and subcontractors. Contractor shall take all necessary safety precautions when operating within the Lummis Home, buildings, and grounds, and on park property, including the utilization of barricades or similar safety mechanisms, when work site is open and exposed to the public.

Contractor will be responsible for providing all signs, message boards, traffic cones, and traffic barriers. Contractor will provide appropriate lighting for all pedestrian ingress and egress areas. Contractor will provide appropriate lighting for parking areas and event areas to be used by event participants.

#### **22. Portable Toilets**

Contractor shall be responsible for providing and maintaining portable toilets during operation as necessary. Contractor shall bear all costs for procuring, providing, repairing, replacing, maintaining and removing the portable toilets.

Contractor shall provide additional portable toilets as needed, at the sole cost to Contractor, depending on the needs of specific event and/or rental activities.

#### **23. Permits and Licenses**

Contractor shall be responsible for all costs associated with the installation of all exhibits and attractions, including costs to obtain all necessary permits,

licenses, and other approvals, such as the installation of any temporary utilities.

**24. Insurance**

The selected Contractor shall acquire and maintain established insurance and liability limits for this Contract. The coverage and limits listed in Exhibit E, Required Insurance, reflect those which would be required for the operation.

The actual coverage and limits required for this operation are subject to change at the sole discretion of the General Manager. Evidence of coverage shall be provided on the City’s insurance endorsement forms, attached hereto, wherein the City shall be named as additionally insured. Contractor’s insurance must be approved by the City prior to commencement of each event.

**25. Taxes**

Contractor shall pay all taxes of whatever character which may be levied or charged upon the Contractor to use the premises, or upon the improvements, fixtures, equipment or other property, or upon the operations under the Contract, including, but not limited to, the City of Los Angeles “Occupancy Tax” and the County of Los Angeles “Possessory Interest” tax.

**26. Business Tax Registration Certificate**

Contractor 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 term of the contract.

**NOTE:**

Specific event operational needs are required to be submitted by the selected contractor and approved in writing by the Department’s General Manager or designee ninety (90) days in advance of each fund-raising event. For example: location placement of all exhibits, attractions, ticket booths, food / beverage / merchandise areas; staffing plan; security plans; and, parking plans will need to be submitted for approval. The specific requirements will be included in the contract.

Contractor shall ensure that the City of Los Angeles Department of Recreation and Parks is recognized as partners on all website, advertisement, and other promotional items pertaining to The Lummis Home.

## VIII. 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.**

**Level I – Compliance with RFP Submission Requirements:** (Section VI.B 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.

- Proposal Submission Letter (Exhibit C)
- Proposal Deposit
- Compliance Documents (Exhibit B and Exhibit B-2) – referenced on Pages 5 and 6 of this RFP
- Proposal Items – referenced on Pages 11 – 15 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:

#### Financial Plan (10 points possible):

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

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

#### Background and Experience (30 points possible)

(Section VII.A.2): Proposer has clearly demonstrated the necessary background and experience to successfully operate and maintain, as well as preserve and restore, the premises:

<u>Rank</u>	<u>Score</u>	<u>Rank</u>	<u>Score</u>
1. Best Proposal	30 points	5. Fifth Best	22 - 23 points
2. Second Best	28 - 29 points	6. Sixth Best	20 - 21 points
3. Third Best	26 - 27 points	7. Seventh Best	18 - 19 points
4. Fourth Best	24 - 25 points	8. Eighth Best	16 - 17 points

Operating Plan (20 points possible)

(Section VII.A.3): Proposer has presented a clear and sustainable operating plan to operate the premises as a “living museum” for public enjoyment, and the ability to temporarily rent the premises for private events and hold fund-raising activities in order to generate funds for the Contractor and City:

<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

Maintenance Plan (20 points possible)

(Section VII.A.4): Proposer offers an appropriate maintenance plan to ensure upkeep of the premises during the term of the contract:

<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

Preservation and Restoration Plan (20 points possible)

(Section VII.A.5): Proposer offers an appropriate plan with specific details on efforts to preserve the historic structure and natural environment; and, to restore the structure and grounds to an acceptable condition:

<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

**B. Evaluation and Recommendation**

Responsive proposals will be scored in each of the criteria above and ranked according to scores by a panel comprised of qualified persons which may include individuals outside the Department.

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

All proposals will be evaluated on the basis of the criteria listed above and the ranking of any review panel will serve as a basis to formulate the General Manager’s written recommendation to the Board of Recreation and Park Commissioners.

**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 of the General Manager's recommendation.

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

Section 10.5 of the Los Angeles Administrative Code requires approval by the City Council of contracts for periods of longer than three (3) years. Contracts are deemed to be executed upon the date of signature by the selected contractor, the Board President and Board Secretary, and the City Attorney.

Once the award is approved, the selected Contractor will complete and submit the additional documents as required by this RFP, City Ordinance, State and/or Federal laws within sixty (60) days of written notification by the Department.

**D. Contractual Arrangements**

The proposer selected to perform the services described in this RFP will enter into a Contract directly with the City of Los Angeles Department of Recreation and Parks. The contract will be composed of 1) The submitted proposal in response to Section VII.A of this RFP; 2) Section VII.B of this RFP; and, 3) the Standard Provisions for City Contracts (Rev. 03/09) (Exhibit E); and be subject to all applicable laws, statutes, and ordinances.

**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 a contract 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 contract.

**F. Cost of Preparation**

All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable in any manner 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."

In accordance with Los Angeles City Charter Section 372: “The right to reject any and all proposals or bids shall be reserved in all cases.”

**IX. EXHIBITS**

- A Premise Maps
- B Compliance Documents
- B-2 Bidder Contributions – CEC Form 55 (Measure H)
- B-3 First Source Hiring Ordinance
- C Proposal Submission Letter
- D Standard Provisions for City Contracts (Rev. 3/09)
- E Insurance Requirements