



January 4, 2018

REQUEST FOR PROPOSAL
GREEK THEATRE VENUE AND CONCESSIONS MANAGEMENT
(RFP #CON-M17-008)

ADDENDUM NO. 5

The Request for Proposal for Greek Theatre Venue and Concessions Management (RFP) has **been modified as follows:**

1. RFP Section V.A. – Operational Oversight and Management Plan, Non-reimbursable Items

Item Number 12 to be revised as follows:

“Terraces to be inspected by a licensed California Structural Engineer at the commencement of the term of the agreement and annually throughout the term.”

2. RFP Section V.A – Operational Oversight and Management Plan, Reimbursable Items

Add item Number 5 as follows:

“5. Should RAP opt to no longer utilize DOT’s shuttle vendor (per item #28 above), Operator may be required to contract directly with a shuttle vendor. In such event, monies paid to the shuttle vendor by Operator will be reimbursed by RAP. However, the costs to oversee the contract will be considered non-reimbursable as part of the management fee.”

3. RFP Exhibit C – Level I Requirements, First paragraph

Add the following sentence to follow the first sentence:

“In addition to the Compliance Documents detailed below, all proposers must submit Exhibit I-Financial Offer Form and Exhibit K-Terms and Conditions Acceptance form. Proposals missing these items will be deemed non-responsive.”



4. RFP Exhibit E – Sample Agreement, Section 12-Improvements, Subsection A

Delete items 1, 2 and 3 as shown below **in their entirety**:

“1. Repair/Replace the North and South Terraces and the Stairs

a. The terraces shall be evaluated by a licensed California structural engineer at the commencement of the term of the AGREEMENT, and on an annual basis throughout the life of the AGREEMENT, at the sole cost and responsibility of OPERATOR.

b. **<SPECIFICS OF MUTUALLY AGREED-UPON IMPROVEMENTS WILL BE INSERTED HERE>**

(i) In the event the terraces are deemed unsafe at any time during the AGREEMENT by a licensed California structural engineer, the CITY will un-manifest the terrace seating and OPERATOR shall reimburse the CITY for any loss of fees incurred during the period the seats are un-manifested.

2. Refurbish/Replace the Roof of the Historic Portion of the Stage Structure

a. **<SPECIFICS OF MUTUALLY AGREED-UPON IMPROVEMENTS WILL BE INSERTED HERE>**

3. Refurbish/Replace Theatre Seating

a. **<SPECIFICS OF MUTUALLY AGREED-UPON IMPROVEMENTS WILL BE INSERTED HERE>**

b. All seating must be replaced within two years of the commencement of the AGREEMENT.”

5. RFP Exhibit J – Maintenance Item #7 second sentence revised as follows:

“As a non-reimbursable item covered under the management fee, the Operator must, at a minimum, replace at least fifty percent (50%) of the lights over the five year term of the contract and must replace light bulbs immediately upon burning out.”

6. RFP Exhibit J – Maintenance Item #10 revised as follows:

“As a non-reimbursable item covered under the management fee, the Operator must, at a minimum, refurbish stenciling in year 2 and replace stenciling in year 4 of the contract.”

7. RFP Exhibit J – Maintenance Item #12 revised as follows:

“Furniture replacement for all VIP areas, backstage artist dressing rooms, concession areas and box suites. Each proposer shall include a minimum of two (2) total replacements of all areas for the term of the contract. All furniture replaced shall be at equal or better quality than currently existing and shall be approved in advance by the City for each replacement cycle.”