



January 4, 2018

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

**QUESTIONS & ANSWERS NO. 4**

- 1) **QUESTION:** Per Exhibit J, regarding minimum capital improvement requirements, can you provide a copy of Redwood Deck area drawings in dwg and .rvt files?

**ANSWER:** Drawings of the Redwood Deck area are not available in dwg or rvt files. However, all proposers are able to schedule visits to obtain existing information on current conditions and to obtain any measurements needed.

- 2) **QUESTION:** Also per Exhibit J, can you provide a current wifi status of the Roosevelt Café and RAP Systems Division standards?

**ANSWER:** The Roosevelt Café currently has WiFi. RAP requires that the WiFi network support 80% or more of the venue's maximum customer capacity as concurrent WiFi users, simultaneously providing a minimum of 3 megabits per second internet download speed for each of the concurrent users.

- 3) **QUESTION:** Page 5 – Section V Are the provisions contained in RFP Exhibit E- Sample Agreement subject to modification based on Proposer's response to RFP? Is it safe to assume that requirements called out in the RFP will supersede any contradictory requirements in the sample agreements?

**ANSWER:** Items setting out the specific details of the required services and operations of the Operator will be included in the final agreement to reflect the details of the selected proposal. Requirements called out in the RFP supersede any contradictory requirements in the Sample Agreement (Exhibit E of the RFP). However, provisions in the Sample Agreement, including the Standard Provisions for City Contracts (Exhibit A of the Sample Agreement), which do not specifically set out the details of the services and operations to be provided by the Operator (i.e. legal



provisions regarding compliance with various laws and liability provisions) are not subject to modification by proposers through their respective proposals.

4) QUESTION: Page 6, - Section V.A, Non-reimbursable Items #12.

“The Operator will need to hold a shuttle services contract for this operation”

Can you clarify the shuttle services contract components, whether it is held by Operator or DOT (as mentioned in Section V, A Non-reimbursable Items #28 on Page 7) and whether the cost is that of RAP (same item #28) or that of Operator as part of Annual Management Fee. If Operator, are there requirements for the contract (number of shuttles, hours of operation, etc...)

ANSWER: Please see Addendum #5.

5) QUESTION: Page 6 – Section V, A, Non-reimbursable Items, #19 Are all maintenance costs not listed in the Maintenance Items of Exhibit J considered to be reimbursable, or only those requested by RAP? We understand that operator is responsible for maintenance costs of items listed in Exhibit J. We further understand that replacement cost will be borne by the City but what about repair costs. Can we assume that repair costs are a reimbursable if pre-approved by RAP?

ANSWER: Maintenance costs for items not listed in Exhibit J will be considered for reimbursement on a case-by-case basis. Pre-approved repairs will be reimbursed by RAP.

6) QUESTION: Page 7 – Reimbursable Items #4 – “Serve as RAP’s booking agent and fulfill rider obligations...” Please expound upon/provide additional detail relative to the Operator’s responsibilities relative to the minimum of ten park concerts per year.

ANSWER: RAP routinely provides free concerts at Pershing Square during the summer and is contemplating expanding to other undetermined parks which could be free or ticketed. RAP requires the Operator to have the ability to pay for the talent along with any negotiated items included in the Artist Rider. This would simply be an administrative function, and the cost to secure and pay the artist will be included in the management fee with the actual fee paid to an artist to be reimbursed by RAP.

7) QUESTION: Page 12, Section V, E – “Ensure transfer of all permits related to serving alcoholic beverages...” Who currently holds the license to serve alcoholic beverages at Roosevelt Café? Does Proposer have to purchase from current license holder, or can the premises for the Greek license be expanded to include Roosevelt Café?

ANSWER: The ABC licenses are held by the current operator and are transferable at the current market rate. Proposers may research and propose alternate options.

8) QUESTION: Page 13 first paragraph, Section V, E – “...Operator will be responsible for overseeing any maintenance and/or equipment repairs in this area”. Are annual, regularly scheduled maintenance costs required as part of Exhibit J Maintenance Items 1 and/or 8? If so, who then bears repair cost for these items as repairs or replacement are needed – would they be reimbursable as a request by RAP?

ANSWER: Regularly scheduled maintenance are required as part of Exhibit J. Repairs and replacement must be pre-approved for reimbursement by RAP.

9) QUESTION: Page 13, fifth paragraph, Section V, E – “Proposers must provide all equipment and furniture necessary to operate the concessions.... Is there a list of existing RAP-owned equipment and furniture, and would additional items subsequently provided be owned by Proposer or RAP?

ANSWER: A list of existing RAP-owned equipment and furniture is posted at labavn.org. Proposers must indicate in the Capital Investment Plan any equipment and/or furniture they will install and whether they intend to remove non-fixed items upon contract termination.

10) QUESTION: Page 13, Section V, E, 2. Please confirm a combined proforma for the Greek and Roosevelt Café is permissible as many of the expense overhead items are applicable to both properties. Revenue and commission expense can be proposed by property.

ANSWER: Yes, a combined proforma for the Greek and the Roosevelt Café is permissible.

11) QUESTION: Page 15, Section V, E, 4, Greek Theatre Concessions, first paragraph, line 2 “the MAG for subsequent years is the greater of the **previous** years MAG or 90% of the actual concession fee paid to RAP for the previous contract year”. Should the bolded word “previous” read “first”?

ANSWER: The bolded word “**previous**” is correct.

12) QUESTION: Page 15, Section V, E, 4, Greek Theatre Concessions, second paragraph – “Minimum Acceptable percentage of gross receipts payable to RAP is forty percent (40%) for all food and beverage sold annually”. Does this also apply to catering receipts? Page 13, first paragraph indicates 20% for backstage catering. Exhibit I does not provide a line for a different percentage proposed for catering, however Page 21 of RFP Exhibit E shows a different line for percentage of Catering and Special Events.

ANSWER: The percentage payable for backstage and special event catering is set at 20% of gross receipts. Sales from backstage and special events catering will not

be included in the calculation of percentage rent payable for food and beverage concessions proposed by the Operator.

- 13) QUESTION: Exhibit E, Page 21, Section 10 – May the MAG \$\$ amount be achieved cumulatively, as opposed to by category?

ANSWER: No, there are two MAG amounts - one for Greek food and beverage concessions and one for Roosevelt Cafe. This will be corrected in the final agreement.

- 14) QUESTION: Exhibit E, Page 21 and 22 - Is the MAG due at the beginning of each Agreement year, with exception of the first year, when payment is due within three days of execution of Agreement, or is MAG due one twelfth monthly as indicated in Exhibit I?

ANSWER: The MAG is to be paid monthly but an operator may pay at the beginning of the year if that is preferred.

- 15) QUESTION: Exhibit E, Page 27, Section 12 A 1-3. Are the Improvements listed in Item 1-3 required to be completed and paid for by Operator, or only the Minimum Capital Improvement Requirements listed in Exhibit J?

ANSWER: Repairing or replacing the terrace seating is NOT part of the minimum capital improvements. However, RAP will require that a licensed California Structural Engineer inspect them annually as an added safety precaution. The cost for the annual inspection will be borne by the Operator. This issue is also addressed in Addendum Number 5.

- 16) QUESTION: Exhibit I – For Filming and Special Events, the Percentage Offered by Proposer is a percentage of what – Net profit of the event including (as applicable), rent, service income, food and beverage commission, parking, and any other income?

ANSWER: The Operator shall pay to RAP a **minimum** of seventy-five percent (75%) of all monies received from each category listed above, less fulfillment costs.

- 17) QUESTION: RFP Exhibit J - Maintenance Items #7 – “All lighting as described in these areas... replaced every three years by the operator” Please confirm this is consistent with the furniture in Item 12, whereas replacement is part of management fee. If so, are there any specific requirements, quantities, etc..?

ANSWER: Please see Addendum #5

- 18) QUESTION: RFP Exhibit J – Maintenance Items #10 – Per the last paragraph, please confirm the stencil coating replacement is a City cost.

ANSWER: Please see Addendum #5

- 19) QUESTION: RFP Exhibit J - Maintenance Items #12 – “Each proposer shall include a minimum of three total replacements of all areas...” Are there any specific requirements, quantities, etc..?

ANSWER: 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.

- 20) QUESTION: RFP Exhibit J – Maintenance Items #7 and #12 Does Proposer decide which years during the term to complete the replacement of the various items, thus including in the corresponding Annual Management Fee for those years? As these items can include a great degree of variability and are subject to approval by the City, can they be included as City costs as opposed to being included in a fixed Management Fee?

ANSWER: Items #7 and #12 are to be included as part of the Annual Management Fee. Please see Addendum #5.

- 21) QUESTION: In the concessions section of the RFP there are a set of forms labeled Exhibit H through Exhibit R (these appear on pages 230 – 245 of the PDF file of the RFP). Does the City expect these forms to be filled out and returned with the bid proposal or are these forms samples of what the City expects the winning bidder to submit once the contract has been awarded?

ANSWER: Please see Exhibit C, Section1-Compliance Documents in the RFP which details all forms that must be submitted with proposals. In addition, RFP Exhibit I-Financial Offer Form and RFP Exhibit K-Terms and Conditions Acceptance Form must be submitted with all proposals.

- 22) QUESTION: On pages 249 through 254 of the PDF file of the RFP issued by the City, there are Exhibits labeled H through K. Does the City expect these forms to be submitted with the proposal?

ANSWER: Please see Exhibit C, Section1-Compliance Documents in the RFP which details all forms that must be submitted with proposals. In addition, RFP Exhibit I-Financial Offer Form and RFP Exhibit K-Terms and Conditions Acceptance Form must be submitted with all proposals.