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# **COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES AND HARBORS**

## **REQUEST FOR PROPOSALS (RFP) FOR CONCESSION SERVICES AT COUNTY-OPERATED WILL ROGERS STATE BEACH**

**April 2017  
Prepared By  
County of Los Angeles  
Department of Beaches and Harbors**



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These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

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## APPENDICES:

### **A Statement of Work (SOW)**

**B Statement of Work Exhibits:** Explains in detail the required services to be performed by the Contract, includes Exhibits to the Statement of Work.

**C Sample Contract:** Identifies the terms and conditions in the Contract.

**D Required Forms:** Forms that must be completed and included in the proposal.

**E Transmittal form to Request a Solicitation Requirements Review:**  
Transmittal sent to Department requesting a Solicitation Requirements Review.

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- F County of Los Angeles Policy on Doing Business with Small Business:**  
County Policy
- G Jury Service Ordinance:** County Code
- H Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
- I IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- J Safely Surrendered Baby Law:** County Program

**Appendices K, L and M are INTENTIONALLY OMITTED**

- N Background and Resources: California Charities Regulation:** An information sheet intended to assist Non-profit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)
- O Defaulted Property Tax Reduction Program:** County Code
- P County of Los Angeles Smoking Ban Ordinance**

## 1.0 INTRODUCTION

The Los Angeles County Department of Beaches and Harbors (Department) is issuing this Request for Proposals (**RFP**) to solicit proposals for a Concession Agreement with an entity who can develop, manage and operate a new restaurant facility at the County-operated Will Rogers State Beach (**Premises**) to provide beach visitors a recreational and unique dining experience. This RFP includes, but is not limited to, the following deliverables:

- a) A high-quality beachfront restaurant and outdoor recreation experience;
- b) A secure source of stable, long-term income to the County;
- c) Physical design and quality food and service that clearly marks this business as a distinguished restaurant in Southern California;
- d) Consideration and analysis of how multi-modal transportation options might be accommodated on or about the Premises;
- e) A developer/restaurateur with a solid financial base and long-term experience in developing and operating high-volume restaurants to maximize the potential for continuous, successful operation;
- f) A well-financed commitment to property maintenance, repair, and periodic refurbishment that includes appropriate accommodation of disabled persons and required upgrades in full compliance with the Americans with Disabilities Act (**ADA**) and all State and Local Government accessibility regulations;
- g) A destination restaurant and/or dining-and-entertainment-operation with a distinctive menu/experience using food products from local and sustainable sources whenever possible (i.e., adopting farm/ocean-to-table concept) that will not only cater to visitors of the Will Rogers State Beach, but also draw people to the area for a memorable experience; and
- h) Maximize attendance through distinctive menu items, service, ambiance, and special events marketing.

County is requesting proposals for a 50-year concession agreement with a successful and experienced restaurant operator (**Concessionaire/Proposer**) who would develop, manage, and operate a new restaurant at the Premises, provide quality concession services, and continue enhancing the restaurant's tradition as a high quality, service-oriented facility that is a distinctive coastal landmark. A successful Proposer will be required to secure and retain a labor peace agreement with a labor union organization as a condition of doing business at the Premises.

## 2.0 PURPOSE AND BACKGROUND

### 2.1 Statement of Work

**Concessionaire will be expected to implement the Statement of Work set forth in Appendix A of this RFP.**

The County is the authorized contractor for granting the restaurant concession at Will Rogers State Beach. The existing concession agreement commenced on November 1, 1997, and will expire on October 31, 2017.

The County is requesting proposals for a new, up to 50-year, concession agreement with a successful and experienced restaurant operator (**Concessionaire/Contractor**) who would develop, manage, and operate a new restaurant facility at the Premises. The restaurant will have a quality equal to restaurants in the Westside communities of Los Angeles County with “Three-Diamond” or above ratings of the *AAA Restaurant Diamond Rating Guidelines* (i.e., “Trendy cuisine, skillfully prepared and served, with expanded beverage options, in an enhanced setting.”). The restaurant will primarily use food products from local and sustainable sources, whenever possible, and preferably implementing a farm/ocean-to-table concept. The Concessionaire will be committed to consistently operating the facility to maintain high-quality food and service as a distinguished restaurant and a distinctive coastal landmark.

The County will only consider an unsubordinated concession agreement with percentage rents, and a minimum annual rent.

#### Existing authorized activities at the Premises:

- Family-oriented first class restaurant, including banquet facilities, for the sale of food and beverages.
- The sale of beach recreational items and other items from the approved merchandise list:
  - ✓ Apparel Items (T-shirts, tank tops, sweatshirts, hats, visors, denim shirts, polo shirts, aprons, boxer shorts, etc.);
  - ✓ Glassware;
  - ✓ Coffee Mugs;

- ✓ Disposable Cameras;
- ✓ Camera Films;
- ✓ Suntan Lotion;
- ✓ Lip Balm;
- ✓ Postcards;
- ✓ Maps;
- ✓ Mints;
- ✓ Key Chains;
- ✓ Sunglasses;
- ✓ Beach Towels;
- ✓ Pens/Pencils;
- ✓ Stuffed Animals;
- ✓ “Refrigerator” Magnets;
- ✓ Mallets or Crackers (to open crab or lobster); and
- ✓ Other Items as approved in writing by the Director of the County of Los Angeles Department of Beaches and Harbors (Director).

*Anticipated New Activities at the Premises:*

- *Entertainment;*
- *A facility providing food service to general public and beach goers through window bays.*

*Current concession operation*

The gross receipts and rent for the last five years as reported by the current concessionaire are as follows:

<u><b>Fiscal Year</b></u>	<u><b>Gross Receipts</b></u>	<u><b>Rent to County</b></u>
2015/16	\$7,789,571	\$1,488,617
2014/15	\$8,814,859	\$1,765,000
2013/14	\$9,871,509	\$1,765,000
2012/13	\$9,412,002	\$1,765,000

**2.2 Sample Contract Agreement: County Terms and Conditions**

**Concessionaire will be expected to enter into a contract in substantially the form of the Sample Contract set forth in Appendix C of this RFP.**



It is critical for Proposers to understand all the terms and conditions of the Sample Contract. If a Proposer is awarded a concession contract, the successful Proposer will have thirty (30) days to review and sign the awarded concession contract. The successful Proposer will be expected to accept the provisions of the Sample Contract as written, with minor modifications allowed only for clarification purposes.

The County seeks the following specific objectives from the new concession agreement:

- A secure source of stable, long-term rental income.
- Physical design and quality food and service that clearly marks this business as a distinguished restaurant in Southern California.
- Consideration and analysis of how multi-modal transportation options might be accommodated on or about the Premises.
- A Proposer with a solid financial base and long-term experience in developing and operating high-volume restaurants to maximize the potential for continuous, successful operation.
- A well-financed commitment to property maintenance, repair, and periodic refurbishment that includes appropriate accommodation of disabled persons and required upgrades in full compliance with the Americans with Disabilities Act (ADA) and all State and Local Government accessibility regulations.
- Up to a 50-year term, commencing November 1, 2017.
- Annual Minimum Rent:
  - Commencement through certificate of occupancy (CO): \$100,000
  - CO Date through 10<sup>th</sup> year: \$400,000.
  - 11<sup>th</sup> year through 15<sup>th</sup> year: \$960,000
  - Every 5 years thereafter: 10% increase

- Concessionaire to propose the percentage rents, but the County provides a schedule with the minimum percentage rates.
- Rent credit for the concessionaire's construction cost. The rent credit may be applied to up to 50% of rent due for a period up to 15 years.
- Participation Fees due on Changes of Ownership and Financing Events.
- Capital Improvement Fund (with Reserve Study; see *Sample Contract Section 5.13*):
  - Concessionaire will make a monthly deposit to the Capital Improvement Fund in the amount of 3% of Gross Receipts derived from the Premises and cause a Reserve Study every five years.
- Furniture, Fixtures, and Equipment (FF&E) Fund (see *Sample Contract Section 5.13*)
  - Concessionaire will make a monthly deposit to the FF&E Fund in the amount of 1.5% of Gross Receipts derived from the Premises.
- Countywide Local and Targeted Worker Hiring Policy.
- Percentage Rent setups (see *Sample Contract Section 4.2.2*):
  - 10% Restaurant
  - 12% Bar
  - 12% Parking Fees
  - 12% Retail Sales
  - 25% Service Enterprise-Coin Operating Vending Machines
  - 12% Miscellaneous

#### **2.2.1 Anticipated Contract Term**

The Department anticipates making a recommendation to the Board of Supervisors for a 50-year contract term.

#### **2.2.2 Days of Operation**

Concessionaire is required to provide services and must be open for business every day of each year during the Contract Term to fulfill the needs of visitors and beachgoers, subject to the number of closing days stated in the immediately succeeding paragraph. Concessionaire may close for business when a condition exists which is beyond Concessionaire's control, including but not limited to fire, earthquake, flood, storm, war, riot, or insurrection, or other similar event that prevents Concessionaire from engaging in the Authorized Activity from the Premises.

The minimum daily hours of operation shall be further determined depending on the types of the Final Authorized Activities. Concessionaire may close the restaurant operation for up to four (4) days per calendar year on days which Concessionaire believes are appropriate.

Any changes in the days and/or hours of operations shall be subject to the County's written approval in each instance.

### **2.2.3 Indemnification and Insurance**

Concessionaire shall be required to comply with the indemnification provisions contained in the Sample Contract, Subsections 5.10 and 5.10.3, and Section 24. Concessionaire shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance, along with associated amounts specified in the Sample Contract, Section 23.

### **2.2.4 SPARTA Program**

A County program known as 'SPARTA' (Service Providers, Artisan, and Tradesman Activities) may be able to assist potential concessionaires in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at [www.2sparta.com](http://www.2sparta.com)

### **2.2.5 Health Insurance Portability and Accountability Act of 1996 (if applicable)**

Concessionaire shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Exhibit N to the Sample Contract.

## **3.0 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS**

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Statement of Work, Appendix A, of this RFP are invited to submit proposal(s), provided they meet the following Minimum Requirements:

- Proposer(s) and/or key personnel on Proposer's team must demonstrate a minimum of ten (10) years successful experience in developing and operating a high-volume restaurant comparable to those located in the Westside communities of Los Angeles County with "Three-Diamond" or above ratings of the *AAA Restaurant Diamond Rating Guidelines* (i.e., "Trendy cuisine, skillfully prepared and served, with expanded beverage options, in an enhanced setting.").

## **4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES**

### **4.1 Representations Made Prior to Contract Execution**

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

### **4.2 Final Contract Award by the Board of Supervisors**

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

#### **4.3 County Option to Reject Proposals**

Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and shall not be construed as, an offer to enter into a contract or as a promise to engage in any negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP, or may, in its sole discretion, reject all proposals and cancel the RFP in its entirety. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

#### **4.4 County's Right to Amend RFP**

The County has the right to amend this RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addenda shall be made available to each person or organization which County records indicate has received this RFP. If such addenda require additional information not previously requested, failure to address the requirements of such addenda may result in the Proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

#### **4.5 Background and Security Investigations**

Background and security investigations of Concessionaire's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. Concessionaire shall pay the cost of all such background checks.

At its sole discretion, the County reserves the right to seek supplementary information and obtain credit reports or clarification from any Proposer at any time between the dates of Proposal submission/acceptance and the concession contract award to further establish the qualifications of any Proposer. Proposers may be required to present such supplementary information to the concession contract Evaluation Committee.

#### **4.6 County's Quality Assurance Plan**

After contract award, the County or its agent will evaluate the Concessionaire's performance under the contract on a periodic basis (Exhibits 1 and 2 of Appendix B of this RFP). Such evaluation will include assessing Concessionaire's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Concessionaire's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Concessionaire. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

#### **4.7 County's Right to Erect Public Monument**

After Contract award, the County or its agent shall retain the right to erect a public monument at the Premises commemorating the Gladstone's restaurant as a distinctly Californian destination that attracted visitors and locals alike.

### **5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS**

#### **5.1 Notice to Proposers Concerning the Public Records Act**

5.1.1 All Proposals submitted and responses to this RFP solicitation shall become the exclusive property of the County and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et. seq.) The Proposer must clearly identify in writing, within the body of the Proposal, all copyrighted material, trade secrets, or other proprietary information the Proposer claims are exempt from disclosure under the Public Records Act, and this includes denoting where the confidential material begins, ends, and the specific reason(s) for the exemption. Proposers claiming exemption must include the following statement in their proposal:

*The proposer agrees to indemnify and hold harmless the County and its Board of Supervisors, and the State, and each of their respective officers, employees, agents and volunteers (collectively,*

*“Indemnitees”) from any claims, liability or damages against the County, and to defend any action brought against the Indemnitees for Proposer’s failure or refusal to clearly and properly disclose copyrighted material, trade secrets, or other proprietary information. The proposer acknowledges and understands that County may release information in the proposal claimed by Proposer to be exempt from disclosure under the Public Records Act, and that Proposer waives any claims against the County for such release.*

Failure of a proposer to include the foregoing statement and/or identify in writing the claimed exempt material, as set forth above, shall be deemed a waiver of any exemption from disclosure under the Public Records Act. In the event of a protest to County’s intent to award a concession contract, County may, in its sole discretion, release any or all of the contents of the proposals to Proposers for purposes of hearing the protest. Otherwise, a proposer’s request to review proposal submissions will not be allowed until after a fully executed concession contract is signed and approved by the County.

Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when: 1) contract negotiations are complete; 2) the Department of Beaches and Harbors receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer; and 3) the Department of Beaches and Harbors releases a copy of the recommended proposer's proposal in response to a *Notice of Intent to Request a Proposed Contractor Selection Review* under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of each proposal that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

5.1.2 The County shall not, in any way, be liable or responsible for the disclosure of any record, or any part or parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The proposers must specifically identify and label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

5.1.3 If the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "confidential," "trade secrets," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

## **5.2 Contact with County Personnel**

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

County of Los Angeles Department of Beaches and Harbors

Asset Management Division

13837 Fiji Way, Marina del Rey, CA 90292

Attention: Natasha Robinson, "RFP - Will Rogers State Beach Concession 2017"

E-mail address: [NRobinson@bh.lacounty.gov](mailto:NRobinson@bh.lacounty.gov)

Fax #: (310) 821-6345

If it is discovered that Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify its proposal from further consideration.

## **5.3 Mandatory Requirement to Register on County's WebVen**

Prior to a contract award, each potential concessionaire must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can



be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>

#### **5.4 Protest Policy Review Process**

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 Grounds for Review) below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County to do so.

##### **5.4.3 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of Solicitation Requirements (reference Section 7.3 of this RFP in the Proposal Submission Requirements)
- Review of a Disqualified Proposal (reference Section 8.3 of this RFP in the Selection Process and Evaluation Criteria)
- Review of Proposed Contractor Selection (reference Section 8.6 of this RFP in the Selection Process and Evaluation Criteria)

#### **5.5 Injury and Illness Prevention Program**

Concessionaire shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective *Injury and Illness Prevention Program* (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

#### **5.6 Independent Contractor Status**

As appropriate, Concessionaire shall be required to comply with the Independent Contractor Status provision contained in Sample Contract Section 48.

#### **5.7 Conflict of Interest**

No County employee whose position in the County enables them to influence the selection of a Concessionaire for this RFP, or any competing RFP, and no spouse or economic dependent of such an employee, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Concessionaire. Proposer shall certify that it is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 5 (Certification of No Conflict of Interest) of Appendix D (Required Forms) of this RFP.

#### **5.8 Determination of Proposer Responsibility**

5.8.1 A "responsible" Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.

5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of Sub-Contractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

- 5.8.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 5.8.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found non-responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 5.8.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

## **5.9 Proposer Debarment**

- 5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances. The County may

terminate any or all of the Proposer's existing contracts with County if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

- 5.9.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.5 If a Proposer is debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the

debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where: 1) the Proposer has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. The hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 5.9.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.8 These terms shall also apply to proposed Sub-Contractors of Proposers on County contracts.
- 5.9.9 Appendix H (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

## **5.10 Adherence to County's Child Support Compliance Program**

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

## **5.11 Gratuities**

### **5.11.1 Attempt to Secure Favorable Treatment.**

It is improper for any County officer, employee, or agent to solicit consideration in any form from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the awarding of the Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the awarding of the Contract.

### **5.11.2 Proposer Notification to County.**

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

### **5.11.3 Form of Improper Consideration.**

"Improper consideration" includes, but is not limited to, cash, discounts, services, the provision of travel or entertainment, and tangible gifts.

#### **5.12 Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines "County Lobbyist" and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each Proposer that seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently, as the text of said ordinance is not contained within this RFP. Thereafter, each Proposer submitting a response to this solicitation must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code, and that each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the *Familiarity with the County Lobbyist Ordinance Certification*, as set forth in Appendix D of this RFP - Required Forms Exhibit 6, as part of their proposal.

#### **5.13 Federal Earned Income Credit**

The Concessionaire shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. Reference Appendix I.

#### **5.14 Consideration of GAIN-GROW Participants for Employment**

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program, or shall attest to a willingness to consider GAIN-GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN-GROW participants access to the Proposers' employee mentoring program,

if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed, "Attestation of Willingness to Consider GAIN-GROW Participants" form, as set forth in Appendix D - Required Forms, Exhibit 9, along with their proposal.

#### **5.15 Recycled Bond Paper**

Proposer shall be required to comply with the County's policy on recycled bond paper, as specified in Sample Contract Section 13.1.1.

#### **5.16 Safely Surrendered Baby Law**

The Concessionaire shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix J of this solicitation document and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **5.17 Jury Service Program**

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Each prospective Concessionaire should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract Section 46.1, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Sub-Contractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

5.17.1 The Jury Service Program requires Concessionaire and their Sub-Contractors to have and adhere to a written policy that provides that its employees shall receive from the Concessionaire, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any



fees received for such jury service with the Concessionaire or that the Concessionaire deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Concessionaire has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Concessionaire's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.

- 5.17.2 There are two ways in which a Concessionaire might not be subject to the Jury Service Program. The first is if the Concessionaire does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses, and applies to a Contractor that: 1) has ten (10) or fewer employees; and 2) has annual gross revenues in the preceding twelve (12) months which when added to the annual amount of this Contract is less than five hundred thousand dollars (\$500,000); and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 5.17.3 If a Concessionaire does not fall within the Jury Service Program's definition of "Contractor," or if it meets any of the exceptions to the

Jury Service Program, then the Concessionaire must so indicate in the Certification Form and Application for Exception, Exhibit 10 in Appendix D of this RFP - Required Forms, and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Concessionaire's application, the County will determine, in its sole discretion, whether the Concessionaire falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

#### **5.18 Notification to County of Pending Acquisitions/Mergers**

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Required Form - Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) of Appendix D (Required Forms) of this RFP. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) during the pendency of this RFP by providing a revised Proposer's Organization Questionnaire/Affidavit and CBE Information to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

#### **5.19 Proposer's Charitable Contributions Compliance**

5.19.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix N. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000)

of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

5.19.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 19 (Charitable Contributions Certification) in Appendix D (Required Forms) of this RFP. A completed Exhibit 19 (Charitable Contributions Certification) is a required part of any agreement with the County.

5.19.3 In Exhibit 19 (Charitable Contributions Certification), prospective contractors certify either that:

- They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act), but will comply if they become subject to coverage of those laws during the term of a County agreement;

- OR -

- They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

5.19.4 Prospective County contractors that do not complete Exhibit 19 (Charitable Contributions Certification) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **5.20 Defaulted Property Tax Reduction Program**

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program;" Los Angeles County Code, Chapter 2.206). Proposers should carefully read the Defaulted Tax Program Ordinance, Appendix O of this RFP, and the pertinent provisions of the Sample Contract Section 54.4, which is

incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Concessionaire and its Sub-Contractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation, or shall certify that they are exempt from the Defaulted Tax Program by completing a Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 20 in Appendix D of this RFP – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

#### **5.21 Time Off for Voting**

The Concessionaire shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

#### **5.22 Countywide Local and Targeted Worker Hiring Policy**

##### **5.22.1 Mandatory Hiring Goals for this Project**

The County of Los Angeles has implemented a Local and Targeted Worker Hire Policy (LTWHP) to facilitate the hiring of Local and Targeted workers. Pursuant to this policy, any project with a total budget of more than \$2.5 million has a mandatory goal of at least 30 percent of total California Construction Labor Hours worked be performed by a qualified Local Resident. In addition, at least 10 percent of total California Construction Labor Hours worked on this project shall be performed by County residents classified as a Targeted Worker. Hours worked by a Targeted Worker who is also a Local

Resident may be applied towards both the mandatory 30 percent Local Hire and 10 percent Targeted Worker Hire goals.

Note that for projects with a total budget between \$500,000 and \$2.5 million, there is a best effort goal of at least 30 percent of total California Construction Labor Hours performed by a qualified Local Resident, with no Targeted Worker hiring requirement.

### **5.22.2 Definitions**

Terms used in the implementation of the LTWHP shall be defined as follows:

- A. California Construction Labor Hours – Includes all craft worker hours performed on the project by California residents, excluding the hours performed by off-site material fabricators, designers, project office staff, or vendors.
- B. Certified Payroll Reports – The Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California for the submission of Certified Payroll Reports (CPR). The Contractor and Contractor's subcontractors shall submit a copy of all CPR's to the County on a monthly basis, no later than on the first Monday of the subsequent month. General contractor and all its subcontractors shall submit all CPR's to the County electronically if an online system is designated by the County.
- C. Community Service Providers – A network of public and private partners working to support workers and businesses by serving their employment and training needs. These providers include local one-stop job/career centers funded by the Federal Workforce Innovation and Opportunities Act (WIOA). These centers help businesses find skilled workers and connect customers to work related training and education; most services are available at no cost. Examples of Community Service Providers are listed in Section 2.02.
- D. Craft Employee Request Form – The form used by the contractor and its subcontractors to request dispatch of craft workers (including, but not limited to, apprentices and journeymen), who are Local Residents or Targeted Workers, from a Community Service Provider or union hiring hall in the event that assistance in obtaining such workers is needed. The request form is submitted by the contractor/subcontractor, completed and executed by the Community Service Provider or union hiring hall, and a copy retained by the General Contractor for auditing purposes.

- E. Local and Targeted Worker Hire Status Report – A monthly report required to be submitted to the County as listed on Form 00 19 12-4.
- F. Local Resident – A Local Resident is defined as an individual whose primary place of residence is within the Tier 1 or Tier 2 ZIP Codes of the County, as listed in Forms 00 19 12-1 and 00 19 12-3.
- G. Targeted Worker - A Targeted Worker is an individual who is a County resident and faces at least one or more of the following barriers to employment:
  - 1. Has a documented annual income at or below 100 percent of the Federal Poverty Level;
  - 2. No high school diploma or GED;
  - 3. A history of involvement with the criminal justice system;
  - 4. Protracted unemployment (receiving unemployment benefits for at least 6 months);
  - 5. Is a current recipient of government cash or food assistance benefits;
  - 6. Is homeless or has been homeless within the last year;
  - 7. Is a custodial single parent;
  - 8. Is a former foster youth; or
  - 9. Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]).
- H. Tier 1 Zip Codes – Tier 1 ZIP Codes are those Zip codes listed in Form 00 19 12-1.
- I. Tier 2 Zip Codes – Tier 2 ZIP Codes are those Zip codes listed in Form 00 19 12-3.
- J. Utilization Plan – The form submitted by the general contractor on behalf of itself and its subcontractors prior to commencing work, specifying a Manpower Utilization Plan, which contains the manpower plan and schedule for the hiring of qualified Local Residents and Targeted Workers, including the use of the subcontractors' workforce to meet the LTWHP hiring goal. The general contractor shall submit updates of the Utilization Plan to reflect changes in project conditions, schedules, or subcontractors.

## **5.23 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking**

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete Exhibit 21 (Zero Tolerance Human Trafficking Policy Certification) in Appendix D (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Section 22.7 (Compliance with County's Zero Tolerance Human Trafficking Policy) of Appendix C (Sample Contract) of this RFP. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

## **6.0 COUNTY'S PREFERENCE PROGRAMS**

### **6.1 Overview of County's Preference Programs**

- 6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2 The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2, 6.4, and 6.5 of this solicitation
- 6.1.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.

- 6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.
- 6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

## **6.2 Local Small Business Enterprise Preference Program**

- 6.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- 6.2.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>
- 6.2.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D – Required Forms and submit a letter of certification from the DCBA with their proposal.
- 6.2.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small



Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

### **6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program**

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

### **6.4 Social Enterprise (SE) Preference Program**

6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

6.4.2 The DCBA shall certify that a SE meets the criteria set forth in Section 6.4.1.

6.4.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their proposal.

6.4.4 Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

### **6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program**

6.5.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with

Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
  - 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
  - 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- 6.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 6.5.1, 1 or 2 above.
- 6.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their proposal.
- 6.5.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>
- 6.5.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

## **7.0 PROPOSAL SUBMISSION REQUIREMENTS**

This Section contains key project dates and activities as well as instructions about how to prepare and submit a proposal.

## 7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for the Director to reject a proposal in his or her sole discretion, and that decision shall be final and binding on the Proposer. **Each proposal shall be a firm and final offer and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.**

A proposal must be clear and unambiguous, and shall clearly commit the Proposer to enter into a contract with the County to provide the services and other concession improvements as required by this RFP and as offered in the proposal. Financial commitments must be made and conditional only on contract execution.

## 7.2 RFP Timetable

The tentative timetable for this RFP is as follows:

- Release of RFP ..... 4/23/2017
- Request for a Solicitation Requirements Review Due ..... 5/8/2017  
(Ten (10) business days after release of solicitation document)
- Written Questions Due (optional) ..... 5/22/2017
- Premises Site Visit for Proposers (optional) ..... 5/25/2017
- Proposers' Conference (mandatory) ..... 6/7/2017
- Questions and Answers Released ..... 6/22/2017
- **Proposals due by 5:00 PM (PST) ..... 8/17/2017**

## 7.3. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review (as described in this Section) by submitting Appendix E of this RFP - Transmittal Form to Request a Solicitation Requirements Review to the Department of Beaches and Harbors. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy ALL of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days after the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
  - a. application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

#### **7.4 Proposers' Questions**

Proposers may submit written questions regarding this RFP by mail, fax, or e-mail to the individual identified below. **All questions must be received by 5/22/2017.** 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, specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. The County reserves the right to group similar questions when providing answers.

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 County not receiving the best possible responses from Proposers.

Questions must be addressed to:

ATTENTION: NATASHA ROBINSON  
RFP - Will Rogers State Beach -Concession 2017  
County of Los Angeles Department of Beaches and Harbors  
13837 FIJI WAY, MARINA DEL REY, CA 90292

email address: [NRobinson@bh.lacounty.gov](mailto:NRobinson@bh.lacounty.gov)  
Fax #: (310) 821-6345

## **7.5 Proposers' Conference**

A Proposers' Conference will be held to discuss the RFP. County staff will respond to questions from potential Proposers. The conference is scheduled as follows:

Wednesday, June 7, 2017  
8:00 AM (PST)  
Burton Chace Park Community Building  
13560 MINDANAO WAY  
MARINA DEL REY, CA 90292

## **7.6. Preparation of the Proposal**

The entire Proposal package shall contain a Business Proposal section (see Section 7.7., et. seq.) and a Cost Proposal section (see Section 7.8.) with all Appendices and Exhibits required by this RFP and shall become a part of the Proposal and this RFP. Proposer shall submit seven (7) copies of the entire Proposal package. Also, one (1) electronic copy on CD, containing the entire Proposal with all Appendices and Exhibits is required. All Proposals must be bound in 8.5" x 11" 3-ring binders and submitted in the prescribed format. All materials must be in 8.5" x 11" portrait format, with graphic exhibits in 11" x 17" format folded to fit within the 8.5" x 11" 3-ring binder. Any Proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

## **7.7 Business Proposal Format**

**The content and sequence of the Business Proposal must be as follows:**

- Proposer's Organization Questionnaire-Affidavit and Required Support Documents for Corporations and Limited Liability Companies (subsection 7.7.1)
- Table of Contents (subsection 7.7.2)
- Executive Summary (subsection 7.7.3)
- Proposer's Qualifications (subsection 7.7.4)
- Proposer's Approach to Provide Required Services (subsection 7.7.5)
- Proposer's Rent to County (subsection 7.7.6)
- Proposer's Quality Control Plan (subsection 7.7.7)
- Proposer's Green Initiatives (subsection 7.7.8)
- Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of (subsection 7.7.9)
- Business and Cost Proposal Required Forms (subsection 7.7.10)
- Business Proposal Operation Plan and Facility Improvement Plan (subsection 7.7.11)

#### **7.7.1 Proposer's Organization Questionnaire-Affidavit and Required Support Documentation**

The Proposer shall complete, sign, and date Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) as set forth in Appendix D (Required Forms). The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant to a Contract.

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below-referenced supporting documents to submit. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign Contracts.

If the below-referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

#### **7.7.1.1 Certification of Proposer's Information**

- A. Labor Law Compliance Certification. County may request information from the National Labor Relations Board for information regarding Administrative Hearing decisions against each proposer. Proposer must have no more than one final, unappealable finding of contempt of court by a federal court issued for violation of the National Labor Relations Act within the two-year period immediately preceding the closing date of this RFP, or the proposal will be disqualified.
- B. Proposer Certification. A completed certification of Proposer's information must be included with the proposal or it may be disqualified.
- C. Authorization to Release Information. A signed authorization allowing the release of information to the County for each individual, partner, member of joint ventures, officer of corporations, Concession Manager, and holders of 25% or more of the company's shares (as applicable) must be included or the proposal may be disqualified.

#### **7.7.1.2 Required Support Documents**

##### **Corporations or Limited Liability Companies (LLCs).**

The Proposer must be qualified to do business in the State of California and must submit the following documentation with the Proposal:

- 1. A copy of a current "Certificate of Good Standing" from its home state.
- 2. A conformed copy of the most recent "Statement of Information" filed with the California Secretary of State, listing corporate officers or members and managers.
- 3. Corporations shall include a copy of their Articles of Incorporation, certified and sealed by their home-state, and a board resolution authorizing the Proposal and identifying

the individual(s) authorized to act on behalf of the corporation.

4. LLCs shall include a copy of their Articles of Organization, certified and sealed by their home-state (California Secretary of State seal LLC-1 or LLC-5), and their Statement of Information (LLC-12) to identify the LLC's managing member(s).

#### **7.7.1.3 Limited Partnerships**

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership, and any amendments, as filed with the California Secretary of State. Also, Partnerships shall include a copy of its Partnership Agreement, identifying its general partner(s) and clearly describing each partner's role and ownership interest.

#### **7.7.2 Table of Contents**

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

#### **7.7.3 Executive Summary**

Condense and highlight the contents of the Proposer's Business Proposal to provide the County with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

#### **7.7.4 Proposer's Qualifications**

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

- A. Proposer's Background and Experience. Provide a summary of relevant background information to demonstrate that the Proposer organization meets the minimum requirement(s)



stated in paragraph 3.0 of this RFP, and has the capability to perform the required services.

B. Proposer's References. It is the Proposer's sole responsibility to ensure that its organization's and point of contact's name, title, and phone number for each reference is accurate. The same references may be listed on both Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts) identified in Appendix D (Required Forms) of this RFP (see subsection 7.7.10 below for the reference list).

1. County may disqualify a Proposer as non-responsive and/or non-responsible if:

- references fail to substantiate Proposer's description of the services provided; or
- references fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel; or
- the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform its point of contact of normal working hours.

2. The Proposer must complete and include the following Proposal Required Forms Exhibits identified in Appendix D of this RFP - Required Forms (see subsection 7.7.10 below for the reference list):

- i. Prospective Contractor References, Exhibit 2; Proposer must provide three (3) references where the same or similar scope of services was provided.
- ii. Prospective Contractor List of Contracts, Exhibit 3; the listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.

- iii. Prospective Contractor List of Terminated Contracts, Exhibit 4; listing must include contracts terminated within the past three (3) years, with reasons for termination.

C. Proposer's Financial Capability. Provide copies of the Proposer organization's most current and prior five (5) fiscal years' financial statements. Statements should include assets, liabilities, and net worth, and at a minimum should include Balance Sheets, Statements of Income, and Statements of Cash Flows. It should be noted that depending on the nature of the entity (e.g., for-profit, nonprofit, governmental), the title of such statements may differ. For example, for a nonprofit entity, the Balance Sheet is referred to as the "Statement of Financial Position." If audited statements are available, these should be submitted to meet this requirement. Financial statements will be kept confidential (in accordance with law), if so stamped on each page.

**The following information must also be submitted:**

- **Source of funding and cost of concession development:** Identify and describe the specific source of funding that the business will use to undertake the project as proposed. If the development will be funded by outside sources (e.g., parent company, third party, LLC partners, etc.), the proposal must include documentation, such as a recent bank statement, balance sheet, income statement, or other supporting documents, to demonstrate the availability of funds, and a signed statement that the funds are unconditionally committed to the project contemplated by this RFP. If funds are to be borrowed to finance any portion of the total investment, Proposer must provide loan commitment documentation, such as a letter-of-intent from the individual, bank, or other lending entity, indicating the minimum amount to be loaned and the applicable percentage rate, if any. The loan commitment must be irrevocable and unconditional, but may contain the qualification that the loan will be consummated only upon award of an agreement with the County.

- **Business Financial Statement:** The Business Financial Statement is intended to describe the condition of Proposer's current business, including assets, liabilities, and net worth. A complete and accurate Business Financial Statement will reflect assets equal to liabilities plus net worth. Round figures to the nearest dollar. If the business is a partnership or joint venture, each general partner or joint venturer must individually submit a Business Financial Statement. Proposers may provide copies of forms filed with the Internal Revenue Service, Franchise Tax Board, or statements prepared by a Certified Public Accountant in support of information contained in the statement.
- **Credit Worthiness:** Proposers must present evidence of credit worthiness. At a minimum, this shall include a complete credit report from a nationally recognized credit bureau, such as Equifax or Experian, issued within 60 days of the proposal due date, and include the FICO score for sole proprietors, each partner within a partnership, and managing member of an LLC. Corporations shall provide the report from a recognized agency such as Dun and Bradstreet (D&B). Any derogatory information listed on said reports must be explained. Below-average FICO scores, outstanding debts, delinquent payment history on current concession contracts, and any other negative credit history may disqualify a proposal.

D. **Proposer's Pending Litigation and Judgments.** Identify by name, case, and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatened litigation against the Proposer or principals of the Proposer.

#### **7.7.5 Proposer's Approach to Provide Required Services**

Present a description of the methodology the Proposer will use to meet Contract work requirements. Describe in detail how the services will be performed to meet the intent of the SOW, and include all of the following, at a minimum:

- a) List of all proposed business activities on the Premises;
- b) List of all proposed improvements on the Premises;
- c) Proposer's Business Proposal for operations on the Premises;
- d) Pro forma financial projections (identifying the sources of the data used in such projections) for the first ten (10) years after commencement of the Agreement (pro forma projections must include capital costs for all proposed improvements, projected income and operating expenses, possessory interest taxes, insurance costs, financial debt service, if any, and all other payments to providers of debt);
- e) Proposer's Financing Plan, if any, demonstrating the Proposer's financial capability to construct the improvements and operate the Premises (such Financing Plan shall include but not be limited to information detailing: (1) equity capital; (2) sources and uses of funds; (3) terms of financing; (4) debt service coverage and ratio; (5) loan to value ratio; and (6) letters of commitment from financial institutions which demonstrate the availability of sufficient funds to complete the proposed improvements and/or fund operations on the Premises);
- f) List, with explanations, of the most important functions, tasks, innovations, or activities the Proposer intends to implement to meet and/or to exceed the proposed County's Total Rent during the first three (3) years of operations, and why (in realistic terms with supporting facts) such functions, tasks, innovations, or activities will meet the desired expectations and goals for revenue generation;
- g) Based on the Proposer's experience in operating a high-volume restaurant, examples of menus (i.e., dining room, bar, lounge, and any special buffet/brunch settings, promotions, etc.) Proposer recommends to provide the most stable, long-term, revenue-producing potential for the Premises (with explanations as to why Proposer recommends same);
- h) Examples of Proposer's currently high-producing menus;
- i) Description and explanation of Proposer's plans/expectations for using the Premises for special events/banquet activities;
- j) List and description of Proposer's experience hosting special events (planning, list of recent clients, examples of recent events, and marketing plans used to promote same);

- k) List of proposed entertainment events, if any, and history of experience hosting same;
- l) List of proposed Retail Sale Items, if any, and history of selling same;
- m) List of resources (e.g., staff, equipment) Proposer currently has to perform the proposed operations on the Premises;
- n) Description of how Proposer's operations on the Premises will be managed;
- o) Information, including financial reports, regarding Proposer's Guarantor, if any, securing Proposer's performance under the Agreement;
- p) Proposer's requirements regarding the level of experience needed for the dining room and bar/lounge staff;
- q) Proposer's requirements regarding the level of experience needed for the dining room and bar managers;
- r) Proposer's requirements regarding the level of experience for the banquet manager, if proposed;
- s) Description of training programs for operations staff;
- t) Identification of contemplated subcontractors/vendors, the portions and monetary percentages of the work to be done, how they were selected and why, resumes or each major subcontractor/vendor participant, and a description of how subcontracted work will be controlled and monitored by the Proposer; and
- u) Copies of current business licenses, and list of staff professional certifications.
- v) Proposer's draft or an actual copy of a labor peace agreement with a labor union.

#### **7.7.6 Proposer's Rent to County**

This section must describe the total financial benefit to the County based upon the proposed rent throughout the Contract term.

Proposer must complete and return the Form "Proposed Rent to the County", Appendix D, Required Forms, Exhibit 13, along with its proposal.

#### **7.7.7 Proposer's Quality Control Plan**

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A, Statement of Work and Appendix B Statement of Work Exhibits - Performance Requirements Summary Chart.

The following factors may be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action to be taken.

#### **7.7.8 Proposer's Green Initiatives**

- (a) Describe Proposer's plan for complying with the green requirements as described in SOW Section 11. Describe Proposer's current environmental policies and practices and those proposed to be implemented.
- (b) Describe materials intended to be used as 'to-go' food containers for the restaurant's patrons; biodegradable materials are highly preferred.
- (c) Proposer must complete and return the Form "Green Initiatives Certificate of Compliance", Appendix D, Required Forms, Exhibit 14, along with their proposal.

#### **7.7.9 Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of**

- A. It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions, and requirements. It is the County's expectation that in submitting a proposal the

Proposer will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work.

B. Proposer's response must include:

1. A statement offering the Proposer's acceptance of all terms and conditions listed in the Sample Contract.
2. A statement offering the Proposer's acceptance of all requirements listed in the Statement of Work.

C. The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion. If County makes any such changes, the Proposer will be given sufficient time to review the documents and to return them to the County, providing a 'red-lined' version of the language in question with Proposer's explanation of the reason(s) to edit the change. The County relies on this procedure to timely process this RFP. Any Proposer who fails to make timely edits as required herein, may be barred from further participation in this RFP process, at the County's sole discretion.

#### **7.7.10 Business and Cost Proposal Required Forms**

Proposals shall include all completed, signed, and dated forms identified in Appendix D of this RFP - Required Forms:

Exhibit 1	Proposer's Organization Questionnaire-Affidavit and CBE Information
Exhibit 2	Prospective Contractor Reference
Exhibit 3	Prospective Contractor List of Contracts
Exhibit 4	Prospective Contractor List of Terminated Contracts
Exhibit 5	Certification of No Conflict of Interest
Exhibit 6	Familiarity with the County Lobbyist Ordinance Certification
Exhibit 7	Request for Preference Program Consideration
Exhibit 8	Proposer's EEO Certification

Exhibit 9	Attestation of Willingness to Consider GAIN-GROW Participants
Exhibit 10	Contractor Employee Jury Service Program Certification Form and Application for Exception
Exhibits 11–12	Cost Forms, included in the Cost Proposal
Exhibit 13	Proposed Rent to County
Exhibit 14	Certification of Compliance with County's Green Initiatives
Exhibit 15	Certification of Compliance with County's Artificial Trans Fat (ATRF) Reduction Program
<i>Exhibits 16-18</i>	<i>INTENTIONALLY OMITTED</i>
Exhibit 19	Charitable Contribution Certification
Exhibit 20	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Exhibit 21	Zero Tolerance Human Trafficking Policy Certification
Exhibit 22	Drug Free Workplace
Exhibit 23	Pest Control Recommendations

#### **7.7.11 Business Proposal Operation Plan and Facility Improvement Plan**

The successful proposer will have the option to use the "Gladstone's" name, trademarks, and related rights in its operation of the Premises and may include the use of such name and trademarks in its proposal to the County.

##### **A. Proposer's Operation Plan**

The Business Proposal must adhere to the operational requirements as described in the Sample Contract. The Operation Plan should address the following elements listed within this subsection 7.7.11.A. and must demonstrate an understanding of, and commitment to, achieving the objectives of this RFP:

- **Vision/Mission Statement.** Provide a Vision/Mission Statement that captures both County's mission and proposer's goals and objectives for the concession business.



- **Organizational Structure.** Provide an organization chart and staffing plan that can guide the operations and ongoing management of the concession business. The plan should identify: (a) the proposed concession manager; (b) position titles and all job classifications, with a summary of the required job skills, qualifications, and duties; and (c) the number of Proposer's existing or proposed employees in each job classification to support the operation.
- **Transition/Business Start-Up.** Provide a plan and timeline for starting concession operation and providing a seamless transition in customer service. If applicable, this plan shall consider provisions for the retention of employees of the existing concessionaire who may become displaced during the transition to a new concession operator.
- **Maintenance and Housekeeping.** Provide a comprehensive plan to maintain the concession facilities in a first-class condition throughout the term of the contract. The maintenance plan must describe staffing, noting required skills or qualifications, any subcontracted services, housekeeping and maintenance schedules, and annual budget allocation.
- **Customer Service.** Describe a clear commitment to successfully implement an effective customer service program. The plan should include without limitation previously established and effective customer service program models, adequate employee staffing and management oversight, hours of operation equal to or greater than required by this RFP, and a customer satisfaction feedback survey program.
- **Employee Staffing and Training.** Describe personnel policies and training programs for all employees, including but not limited to hiring practices; probationary period; health, safety, and grievance policies and procedures; performance monitoring; uniform requirements;

requirements to wear a badge clearly identifying an employee by his/her name and his/her job title; business orientation; job training; and park orientation training. Such programs must provide sufficient staffing with the skills and knowledge to ensure the provision of high-quality services.

- **Marketing and Advertising.** Describe proposed marketing and advertising methods; identify media sources and sample advertising materials, schedules, brochures, and signage; and specify an annual marketing budget allocation. Favorable consideration will be given to proposals that identify focused efforts to increase visitors from California's multi-ethnic populations.
- **Community Involvement.** Describe commitment to create added value and benefits to the surrounding community and park visitors. This may include special events, educational programs, and community service activities. In addition, Proposer should identify any special skills, knowledge, and resources needed and available to implement the plan.
- **Products, Merchandise, and Services.** Provide a detailed description of the proposed products and services to be provided by the concession operation.
- **Prices and Pricing Policies.** Provide a price schedule for a representative sample of the proposed products and services. The policies should include an explanation of the process to be used to establish prices for products and services. Such policies should provide restaurant patrons with quality products at affordable prices, considering the competition of comparable restaurants and markets for similar products and services, and the cost of doing business.
- **Conservation and Recycling.** Outline Proposer's approach to solid waste management, including reduction, re-use, and recycling, use of post-consumer recycled

products, water and energy conservation, pest management, hazardous materials handling, air quality, and other applicable facets of resource conservation and environmental protection that are applicable to the concession operation. The plan should clearly commit Proposer to a program that will minimize negative impacts on the environment and encourage park visitors to do the same.

- **Accessibility.** Describe Proposer's commitment to ensure that visitors with disabilities will have access to all of the events and services provided through the concession operation in accordance with the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, and California Government Code Sections 4450 et. seq. and 7250. Additional accessibility resources are available at [www.ada.gov](http://www.ada.gov); [http://www.parks.ca.gov/?page\\_id=21944](http://www.parks.ca.gov/?page_id=21944) (State Parks Accessibility Program; and [http://www.parks.ca.gov/?page\\_id=22651](http://www.parks.ca.gov/?page_id=22651) (All Visitors Welcome handbook).

## **B. Proposer's Facility Improvement Plan**

The Facility Improvement Plan should address the following elements listed below within this subsection 7.7.11.B., and meet or exceed the objectives of this RFP to provide high-quality and accessible facilities. **Greater consideration will be given to those proposals that clearly demonstrate an ability to implement the plan.** In addition, the successful proposer must adhere to the facility requirements as described in the Sample Contract.

- **Furnishings.** Describe the intended physical facilities of the concession including furnishings, equipment, décor, and layout. Implementation of Proposer's plan should provide first-class concession facilities that will enhance visitor services at Will Rogers State Beach -.
- **Facility Development.** Describe proposed facility improvements to meet or exceed the minimum

requirements of this RFP. Include the resumes of the proposed architects and contractors to be used, and descriptions and/or schematic drawings of the work to be accomplished and items to be installed. Proposer shall submit lists, drawings, pictures, and diagrams to illustrate and clarify the plans.

The selected Proposer will be responsible for planning, designing, constructing, maintaining, and operating the proposed restaurant in accordance with local, State, Coastal Act, and Federal rules, codes and regulations. The Proposer, using a team of qualified professionals, all licensed to practice in the County of Los Angeles, shall provide service in the following general categories:

- a) Client consultation;
- b) Design and construction documents;
- c) Demolition, removal, and site preparation;
- d) Construction of the facility, including administration, supervision, commissioning, and project close out.

The selected Proposer will also be responsible for preparing appropriate studies and providing information to enable the County to conduct the required environmental analysis to comply with the California Environmental Quality Act (CEQA).

- **Accessibility.** Describe Proposer's plan to remove any identified physical barriers to accessibility. Include a description of the barriers identified, the means used to identify barriers, and a timeline for the removal of said barriers.
- **Implementation.** Provide a timeline for completion of all capital improvements necessary for receiving the certificate of occupancy to commence the restaurant business, including installation of décor and equipment, and a description of each step in the process.

- **Cost Estimates for the Facility Improvement Plan.**  
Provide a cost breakdown for the Facility Improvement Plan, including furnishings.

As a condition of the concession contract award, the successful Proposer may be required to revise or further develop the Facility Improvement Plan to the satisfaction of the County, prior to the execution of the concession contract. After the County's review and approval, the Facility Improvement Plan from the successful proposal shall be included as an exhibit to the concession contract.

## **7.8 Cost Proposal Format and Required Forms**

The content and sequence of the Cost Proposal must be as follows:

- Cover Page, identifying at a minimum the RFP and the Proposer's name;
- Pricing Sheet - Exhibit 11 of Appendix D;
- Certification of Independent Price Determination & Acknowledgement of RFP Restrictions - Exhibit 12 of Appendix D; and
- Proposer's Plan for Operating Expenses.

## **7.9 Firm Offer - Withdrawal of Proposal**

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed. **All proposals shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.**

## **7.10 Proposal Submission**

The original entire Proposal package with all Appendices and Exhibits, its labeled seven (7) hard copies and one (1) electronic copy on CD, shall be

enclosed in one sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**"PROPOSAL FOR CONCESSION SERVICES AT COUNTY OPERATED  
WILL ROGERS STATE BEACH"**

The Proposal(s) shall be delivered or mailed to:

**Los Angeles County Department of Beaches and Harbors  
13837 Fiji Way, Marina del Rey CA 90292  
Attention: Natasha Robinson**

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Postal Service. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in paragraph 7.2, RFP Timetable, will not be accepted and returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

## **8.0 SELECTION PROCESS AND EVALUATION CRITERIA**

### **8.1 Selection Process**

The County reserves the right to solely judge the contents of the proposals submitted pursuant to this RFP, and to review, evaluate, and select the successful proposal(s). The County reserves the right to request best and final offers; if the County exercises this right, all eligible and qualified, as determined by County in its sole discretion, Proposers will be asked to provide a best and final offer.

Evaluation of the proposals will be made by an Evaluation Committee commissioned by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Proposer. **The Contract will be awarded to the responsible Proposer whose proposal is given the highest score by the Evaluation Committee and approved by the County's Board of Supervisors.** All proposals will be evaluated based on the criteria listed below. All proposals

will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

Execution of the awarded concession contract is subject to approval by controlling agencies of the State, which include the Department of General Services and the Attorney General.

**After a prospective Proposer has been selected, the County and the prospective Proposer(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.**

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Proposer.

**The County retains the right to select a Proposal other than the one receiving the highest number of points if County determines, in its sole discretion, that another Proposer is, overall, the most qualified, cost-effective, responsive, and responsible, and will serve the best interests of the County.**

**Preparation of Contract.** Subsequent to the award of a contract, if an award is made, the County will prepare a final contract for execution. The contract will contain "exhibits" developed from the selected Proposal, including the Proposal's Operation and Facility Improvement Plans, as required. Minor changes or modifications to the contract, proposal plans, and contract exhibits may be made prior to execution based on separate written agreement/amendment between the County and the successful Proposer. However, no material change to the concession contract or its exhibits as presented in the RFP and in the selected proposal may be made.

**Performance Bond and Insurance.** The successful Proposer will be required to submit a Performance Bond (see Sample Contract Section 5.4.3.1) and evidence of insurance (see Sample Contract Section 23) as required under the contract. Failure to submit the bond and/or insurance

verification within the time limit specified may be deemed, in the County's sole discretion, a refusal to execute the Contract and shall thereby forfeit all rights to further participate in this RFP process.

**Failure to Sign/Deliver Contract.** Failure of the successful Proposer to sign and deliver the contract within thirty (30) days after receipt may be deemed, in the County's sole discretion, a refusal to execute the Contract. The County may retain the Proposer's Performance Bond and select the next Best Responsible Proposal.

## **8.2 Adherence to Minimum Requirements (Pass-Fail)**

County shall review the Proposer's Organization Questionnaire-Affidavit - Exhibit 1 of Appendix D, Required Forms, and determine if the Proposer meets the minimum requirements as outlined in section 3.0 (Proposer's Minimum Qualifications) of this RFP.

Failure of the Proposer to meet the minimum requirements may disqualify its Proposal from any further consideration. The County may elect to waive a Proposal's insubstantial defects if the sum and substance of the Proposal is present.

## **8.3 Disqualification Review**

A Proposal may be disqualified from consideration if the Department determines it is non-responsive at any time during the review/evaluation process. If the Department determines that a Proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is the Proposer;



2. The request for a Disqualification Review is timely submitted (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted, as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the final determination shall be provided to the requesting Proposer in writing prior to the conclusion of the evaluation process.

Proposers can also be disqualified for non-responsibility – See Section 5.8 (Determination of Proposer Responsibility).

#### **8.4 Business Proposal Evaluation and Criteria (total - 85%)**

See Sections 5.8, 8.4.1., and 8.6. of this RFP for reviews conducted during the evaluation of the Proposal that may result in point reductions. Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

- 8.4.1 **Proposer's Qualifications (15%)**. Proposer will be evaluated on its experience and capacity to perform the required services based on information provided in Section 7.7.1 of the Proposal.

Proposer will be evaluated on the verification of references provided in Section 7.7.4.B. of the Proposal. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

A review will be conducted to evaluate the Proposer's financial capability as provided in Section 7.7.4.C. of the Proposal.

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section 7.7.4.D. of the Proposal.

8.4.2 **Proposer's Approach to Providing Required Services (25%).**

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Section 7.7.5. (Proposer's Approach to Provide Required Services) and Section 7.7.8. (Proposer's Green Initiatives) of the proposal.

**On County's discretion, an additional credits (the credits' amounts to be determined prior to the review/evaluation process) will be given to those Proposals that provide food service to general public and beachgoers through window bays.**

8.4.3 **Quality Control Plan (5%).** The Proposer will be evaluated on its ability to establish and maintain a comprehensive Quality Control Plan to ensure that the Contract requirements are fully satisfied. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in Section 7.7.7. (Proposer's Quality Control Plan) of the Proposal.

8.4.4 **Proposer's Operation and Facility Improvement Plan (20%).**

Greater consideration will be given to those Proposals that clearly demonstrate an ability to meet or exceed the objectives of this RFP to provide high-quality and accessible facilities, and to implement the proposed design, development, and construction of the submitted plan (see Section 7.7.11.A. and Section 7.7.11.B.).

8.4.5 **Rent to County (20%).** Proposer will be evaluated on the proposed rent contribution over the term of the recommended Contract, as provided in Section 7.7.6., Proposer's Rent to the County. The Proposer will be awarded points based on the proposed rent contribution. Those Proposers offering higher rent contributions to the County will be awarded higher points. **Special attention will**

**be given to the highest proposed County Rent amount and the Proposer's ability to consistently deliver it.**

## **8.5 Cost Proposal Evaluation Criteria (total-15%)**

The highest score will be awarded to the Proposal clearly showing the most efficient and effective plan for cost control, operating revenue, and patron attendance.

8.5.1. Should one or more of the Proposers request and be granted the Local Small Business Enterprise Preference (LSBE), Disabled Veteran Business Enterprise Preference (DVBE), or Social Enterprise (SE), the overall evaluation points will be adjusted as follows:

- a. **Local Small Business Enterprise Preference Program (LSBE):** Fifteen percent (15%) of the total points awarded to the highest-scored Proposer not claiming LSBE will be calculated, and that amount will be added to each LSBE Proposer who requested and was granted the LSBE Preference.
- b. **Disabled Veteran Business Enterprise Preference (DVBE):** Fifteen percent (15%) of the total points awarded to the highest-scored Proposer not claiming DVBE will be calculated, and that amount will be added to each Proposer who requested and was granted the Disabled Veteran Business Enterprise Preference.
- c. **Social Enterprise (SE):** Fifteen percent (15%) of the total points awarded to the highest-scored Proposer not claiming SE will be calculated, and that amount will be added to each Proposer who requested and was granted the Social Enterprise Preference.

In no case shall any Preference be combined to exceed fifteen percent (15%) in response to any County solicitation.

## **8.6 Department's Proposed Contractor Selection Review**

**8.6.1 Departmental Debriefing Process.** Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering into negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, if the requesting Proposer is not satisfied with the results of the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 8.6.2, below).

**8.6.2 Proposed Contractor Selection Review.** Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following conditions:

1. Only the Proposer may request a Proposed Contractor Selection Review; and
2. The request for a Proposed Contractor Selection Review must be timely submitted (i.e., by the date and time specified by the Department); and

3. The Proposer requesting a Proposed Contractor Selection Review must assert in appropriate detail and with factual support, one or more of the following grounds for review:
  - a. The Department materially failed to follow procedures specified in the solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the Proposal format requirements;
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the Proposals as specified in the solicitation document; and
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. The Department made identifiable mathematical or other errors in evaluating Proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d. Another basis for review as provided by state or federal law;and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the alleged error, the Proposer would be deemed responsive and responsible, and/or have the highest-scored Proposal, as the case may be. Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner

and timeframe for requesting a County Independent Review (see Section 8.7 below).

## **8.7 County Independent Review Process**

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following conditions:

1. Only the Proposer may request a County Independent Review; and
2. The request for a County Independent Review must be timely submitted (i.e., by the date and time specified by the Department); and
3. The Proposer has limited its request for a County Independent Review to items raised in the Proposed Contractor Selection Review, and new items that: (a) arise from the Department's written decision; and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review, as listed in Section 8.6.2 above.