

**REQUEST FOR PROPOSALS
CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES AND
BURTON CHACE PARK**

APPENDIX B

STATEMENT OF WORK AND ADDITIONAL CONTRACT PROVISIONS

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STATEMENT OF WORK AND ADDITIONAL CONTRACT PROVISIONS

1.0 SCOPE OF WORK

- 1.1.** The Licensee shall provide concession services at County of Los Angeles owned and operated beaches and Burton Chace Park, located in Marina del Rey. Licensee shall provide concession services (Authorized Activity) as specified in the License Agreement. Authorized Activities are as follows: Mobile Food, Concession Stand, Bike and Skate Rentals, Hang Gliding, or Beach Merchandise Sales and Rentals. The Licensee shall also pay annual rent over the License Term. The County shall provide Concessionaire the right to conduct the Authorized Activity within the Concession Premises, as defined in License Agreement.
- 1.2.** County of Los Angeles owned and operated beaches are located along 31 miles of non-contiguous coastline. Los Angeles County beaches are a vacation destination, and attract millions of visitors each year. Burton Chace Park, located in Marina del Rey is the largest small craft harbor in the United States. It is the home of the County of Los Angeles Summer Concert Series, which has seen a significant increase in attendance since its inception.
- 1.3.** The Licensee shall conduct an effective and successful concession services operation ("Concessions") to achieve/deliver the following:
- 1.3.1.** Prepare and serve quality food for visitors to County owned and operated beaches and Burton Chace Park at reasonable prices during the designated days and hours of operation;
 - 1.3.2.** Maintain consistently acceptable standards of health and cleanliness for all its staff;
 - 1.3.3.** Maintain clean and sanitary concession facilities, particularly in areas utilized in the preparation of food services;
 - 1.3.4.** Use County furnished resources in a prudent and efficient manner;
 - 1.3.5.** Maintain safe and serviceable equipment utilized for concession services to include: hang gliding, bike and skate, and beach merchandise sales and rentals; and
 - 1.3.6.** Comply with Contract provisions and submit noted records and reports in a timely manner.

2.0 CONCESSION PREMISES

Refer to Appendix C-Attachments, "Concession Premises".

2.1. Construction By County Affecting Premises

- 2.1.1.** In the event County shall construct or cause to be constructed a new facility for the Concession, this License shall continue in full force and effect, except that the payment to be made by Licensee will be abated and/or relief afforded to the extent that the County may determine the construction activity interferes with the Concession. In order for rent abatements to be considered, construction activity must cause substantial interference with continuous operation of the Premises and must prevent Licensee from conducting the Authorized Activity. Abatements will not be granted for construction activity which does not cause substantial interference with continuous operation of the Concession Premises, which includes, but is not limited to: maintenance or repair of the Premises which does not result in a shut down in excess of fourteen (14) days; road maintenance (repair and/or replacement), construction of facilities or premises adjacent and or near Concession Premises, or capital improvements of other premises or facilities. Abatement claims must be presented in writing, along with documentation or evidence that construction interferes with the Authorized Activity. All claims must be filed with the Department within ninety (90) days of the commencement of the construction. Department Staff may review all abatement claims, subject to approval by the Director.
- 2.1.2.** Licensee agrees to cooperate with County in the event the construction affects the Concession Premises by vacating and removing from the Premises all items of inventory, trade fixtures, portable buildings, equipment and furnishings for such periods as are required by the construction of the new facilities. Licensee/Concessionaire further agrees to cooperate in the determination of the abatement or other relief to be provided by furnishing all information requested relative to the Concession and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 2.1.3.** The aforementioned provisions of this section shall also be applicable in the event of performance of work on the Concession Premises requires a partial or total closure thereof, except that the abatement or other relief to be provided shall be based upon the extent the County may determine that the reduction in the public's use of the facility due to the partial or total closure thereof, has affected the Concession.
- 2.1.4.** Licensee agrees to accept the remedy heretofore provided in the event of construction upon the Concession Premises and hereby waives any or all additional rights and remedies for relief or compensation that are presently available or may be made available hereinafter under the laws and statutes of this state.
- 2.2. Destruction of Concession Premises**
- 2.2.1.** In the event the Concession Premises shall be totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder, casualty, County shall either restore the Premises or terminate this License.
- 2.2.2.** Should the County elect to restore the Premises, this License shall continue in full force and effect except that the payments to be made by Licensee shall be abated or other relief afforded to the extent that the County may determine the damage or restoration interferes with the Concession.
- 2.2.3.** Licensee agrees to cooperate with County in the restoration of the Concession Premises by vacating and removing there from all items of inventory, trade

fixture, portable buildings, equipment and furnishings for such periods as are required for the restoration thereof. Licensee further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested related to the Concession, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

2.2.4. The aforesaid provisions of Subparagraph 2.2 shall also be applicable to a total or partial destruction of the Facility by the aforementioned causes, except that the relief to be provided shall be based upon the extent the County may determine that the reduction in the public's use of the Facility, due to the partial or total closure thereof, has affected the Concession.

2.2.5. Licensee agrees to accept the remedy heretofore provided in the event of a destruction of the Concession Premises, and hereby waives any or all additional rights and remedies for relief or compensation that are presently available or may hereinafter be made available under the laws and statutes of this state.

2.3. Licenses, Permits, Registration and Certificates

Licensee shall obtain and maintain in effect during the term of the Contract, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this License, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

2.4. Right of Entry

2.4.1. Any officer or employee of the County may enter upon the Concession Premises at any time without prior notice for the purpose of determining whether or not Licensee is complying with the terms and conditions thereof, or for any other purpose incidental to the rights of the County.

2.4.2. In the event of an abandonment, vacation or discontinuance of Concession operations for a period in excess of 48 hours, Licensee hereby irrevocably appoints the County as an agent for continuing operation of the Concession granted herein, and in connection therewith authorizes the officers and employees thereof to: (1) take possession of the Concession Premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on the Premises and place any such property in storage for the account of and at the expense of Licensee; (3) sublease or license the Premises; and (4) after payment of all expenses of such subleasing or licensing, apply all payments realized there from to the satisfaction and/or mitigation of all damages arising from Licensee's breach of this License.

2.4.3. Entry by the officers and employees of the County upon the Concession Premises for the purpose or exercising the authority conferred hereon as agent of Licensee shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License.

3.0 ACCOUNTING RECORDS (Retention / Inspection)

3.1. Licensee shall be required to maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursement of Licensee in connection with the Concession. The method of accounting, including bank accounts established for the Concession, shall be separate

from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. All documents, books, and accounting records relating to the conduct of the Authorized Activity from the Premises shall be open for inspection and re-inspection by the County at any reasonable time during the License term (2009-2014) and for twelve (12) months thereafter (2015), unless County gives written permission to dispose of any such material prior to such time. All such material shall be maintained by Concessionaire at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Licensee shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, and copy or transcribe such material at such other location. In addition, the County may from time to time conduct an audit of these records and observe the conduct of the Authorized Activity on the Premises so that the accuracy of the records can be confirmed. All information obtained in connection with the County's inspections or audit shall be treated as confidential information and exempt from public disclosure, to the extent allowed by law. The County shall not be liable or responsible for the disclosure of any such records, including those marked trade secrets, confidential, or proprietary, unless such disclosure is required under the California Public Records Act, as determined by County Counsel or a court of competent jurisdiction. Such records may include:

- 3.1.1. Regular books of accounting such as general ledgers;
 - 3.1.2. Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc;
 - 3.1.3. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sum shown which shall be kept in confidence by the County;
 - 3.1.4. Cash register tapes (daily tapes may be separated) but shall be retained so that from day to day the sales can be identified; and
 - 3.1.5. Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts.
- 3.2. All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded in the sales slip. Said cash registers shall, in all cases, have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in any event, be reset, and in addition thereto, a tape located within the register on which transaction number and sales details are imprinted. Beginning and ending cash registers readings shall be made a matter of daily record. If requested by the County, the County shall be furnished and retain all the reset keys for the cash registers.
- 3.3. The Licensee shall submit a written statement to the Director reflecting the Licensee's profit and loss from the conduct of the Authorized Activity from the Premises, as of the close of business on November 30 and May 31, for each Contract Year 2009 to 2013, and as of the close of business on November 30 and March 31, for the Contract Year 2014.

4.0 ADVERTISING AND PROMOTIONAL PRODUCTS

Licensee/Concessionaire shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior approval thereof is obtained from the Director. Said approval shall not be unreasonably withheld or delayed and shall be

deemed to be given if no objection is made within thirty (30) days following the request for approval. The Director's approval shall be deemed reasonably withheld if the content and use of the marketing literature in the manner proposed by the Licensee would constitute a breach of any marketing contract they may have been entered into by the County as part of County marketing and advertising program described in Subparagraph 4.1. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials.

4.1. County Marketing and Advertising Program

- 4.1.1.** The licensee acknowledges that the Board of Supervisors has an established advertising program designed to promote additional revenue for the County, and the Licensee agrees to cooperate in this program in the manner described in Subparagraphs 4.1.2, 4.1.3 and 4.1.4 without compensation from the County for such cooperation.
- 4.1.2.** The Licensee agrees to place on the Premises any advertising that the Director approves under this program. Any advertising approved by the director under this program shall be placed at County's cost.
- 4.1.3.** The Licensee agrees to rent or sell, along with all other items of merchandise that are part of the Licensee's normal and customary inventory, any item of merchandise that the Director approves under this program, provided that Licensee is authorized to sell it under the terms of the License.
- 4.1.4.** The Licensee agrees that through the County advertising program, merchandise or beverages may be sold or given away on any area more than two hundred (200) feet from the Premises.
- 4.1.5.** The Licensee agrees to cooperate with the County in any exclusive marketing sponsorship agreement the County presently has or may enter into in the future with a beverage company; by exclusively selling on or from the Premises only those beverage brands that are approved by the Director. The exclusive beverage company sponsor would be required by the County to provide its beverages to the Licensee at a competitive price. All advertising on or about the Premises, including without limitation that which is contained on customer serving items (such as, but not limited to, cups, napkins, umbrellas, and chairs) must not carry any depictions, logos or wording that represents in any way (as determined by the Director) another beverage company other than the exclusive beverage company sponsor selected by the County. The Licensee must use any customer serving items (such as, but not limited to, cups, napkins, umbrellas, and chairs) as provided by the exclusive beverage company sponsor and approved by the Director as long as such items are either provided free of charge or at a competitive price. The Licensee shall comply with the terms of this Subparagraph 4.1 upon 30-day written notice being given to the Licensee from the Director.

5.0 COMPLAINTS

Licensee/Concessionaire shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within thirty (30) business days after License effective date, the Licensee shall provide the County with the written policy for receiving, investigating and responding to patron complaints.

- 5.1. The Department will review the Licensee's policy and provide the Concessionaire with approval of said plan or requested changes.
- 5.2. If the Department requests changes in the Licensee's policy, the Concessionaire shall make such changes and resubmit the plan within five (5) business days.
- 5.3. If, at any time, the Licensee wishes to change the Concessionaire's policy, the Concessionaire shall submit proposed changes to the Department for approval before implementation.
- 5.4. The Licensee shall preliminarily investigate all complaints and notify the Department of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to format plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the Department within three (3) business days of mailing to the complainant.

6.0 COMPLIANCE WITH APPLICABLE LAWS

6.1. Federal, State, and Local Laws

- 6.1.1. The Licensee shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in the License are hereby incorporated herein by reference.
- 6.1.2. Licensee shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Licensee or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

6.2. ADA Accommodations

- 6.2.1. Licensee shall require each employee to provide reasonable assistance, upon request, to individuals with disabilities.
- 6.2.2. Licensee shall maintain clear paths of travel at least thirty-six (36) inches wide within the Concession Premises and keep them clear to the extent that can be done without moving any fixed equipment (such as refrigerators, freezers, counters, cash registers, or soda machines) or removing any portable equipment or furniture such as portable refrigerators, freezers or display racks.

7.0 CONCESSIONAIRE'S STAFF AND EMPLOYMENT PRACTICES

7.1. Facility Rules and Regulations

- 7.1.1. Licensee employees or agents are subject to the Concession Premises rules, regulations, and procedures, including, but not limited to entry and exit procedures, emergency procedures, and appropriate contacts with customers.

It is the responsibility of the Licensee to instruct its staff on the rules, regulations, and procedures applicable to the Concession Premises and to maintain records of such instruction. The Licensee shall take immediate corrective action upon receipt of written and/or verbal notice from the County that:

