

Council Meeting of

August 26, 2008

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:**SUBJECT: Community Services – Operation of the Wilson Park Batting Cage Facility****Expenditure: Not Applicable****RECOMMENDATION:**

Recommendation of the Community Services Director that City Council approve a draft Request for Proposal (RFP) for the Lease and Full Operation of the Wilson Park Batting Cages.

Funding

Not applicable

BACKGROUND/ANALYSIS

On July 8th, 2008, Community Services Department staff brought forward an item requesting the authority to develop a Request for Proposal (RFP) for the operation of the Wilson Park Batting Cages. Included in the item were the operating costs associated with the batting cages, along with projected expenditures necessary to continue operation of the facility. Staff identified that the batting cages were operating at a loss of approximately \$32,000 per year, with capital expenditures pending.

In an effort to provide quality services to the community, the Community Services Director recommended that an RFP be developed and sent out to the community for the solicitation of an experienced batting cage operator. Historically the RFP process has been utilized by the Community Services Department for the operation of other facilities, including the Las Canchas Tennis Facility. The Batting Cages are similar to the Las Canchas Tennis Facility in that they both require specialized skills for operation. In addition, the batting cage equipment requires technical knowledge and experience to properly maintain the machines.

In developing the RFP for the Batting Cages, staff have included insurance and indemnification language as required by the Risk Manager. All proposals must include

the full operation of and programming for the batting cage facility, including eight batting cages, two pitching tunnels, and two operations offices. A committee of staff will be assigned to review the proposals and conduct interviews based on the criteria below:

1. Experience, Performance, and Professionalism
2. Ability to meet the Requirements and Technical Specifications
3. Financial stability and resources
4. Provision of operating hours and fees that meet the needs of the community
5. Revenue to offset the City's operating costs for contract management
6. A Capital Improvement Plan that addresses critical facility needs

As this is the first RFP created for the Batting Cages, staff have returned with the draft RFP for your review and comment (Attachment A). If approved, staff will finalize this RFP and prepare for distribution. Aerial photographs of the Wilson Park Sports Complex and the Batting Cages are also included (Attachments B and C). The tentative timeline for the RFP process is as follows:

9/04/08 Release of the RFP
 9/15/08 Mandatory Pre-RFP Meeting
 10/09/08 Proposals Due to Clerk's Office
 10/28/08 Recommendation to City Council

The Community Services Director recommends approval of the RFP for the Lease and Full Operation of the Wilson Park Batting Cages. Once the RFP process is complete, staff will return to Council for approval of the most qualified proposal. Community Services staff will continue the operation of the batting cages until a contract is in place and the vendor has completed the necessary requirements.

Respectfully submitted,



 JOHN JONES
 Community Services Director

CONCUR:



 LeROY J. JACKSON
 City Manager

Attachment: A: Draft Request for Proposal (limited distribution)
 B: Sports Complex
 C: Batting Cages

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

ATTACHMENT A

RFP B-2008-47

Request for Proposal for the Lease and Full Operation of the Wilson Park Batting Cages

PROPOSAL SUBMITTAL INFORMATION

PLACE: CITY OF TORRANCE
Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

DEADLINE: 2:00 P.M.

DATE: Thursday, October 9, 2008

The **ORIGINAL, PLUS TWO (2) COPIES** of the PROPOSAL must be submitted in a sealed envelope and marked with the RFP number and title.

PROPOSALS MAY BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED.

All responses must include the following components:

- Contractor's Response (Section III of this document)
You must submit your response on the forms provided. If additional space is required, please attach additional pages.
- Proposers Affidavit (Attachment 1)
- Financial Statement (Attachment 2)
- Release Statement (Attachment 3)
- Statement of Personal History (Attachment 4)

Prior to the award of an Agreement

- Proof of insurance and applicable bonds, as indicated in the terms and conditions of this RFP document, must be submitted to the City Clerk's Office.
- Proof of a City of Torrance Business License must be submitted to the City of Torrance Community Services Department if; your company is located in the City of Torrance; will physically be working in the City of Torrance; or will be using your own vehicles to deliver to the City of Torrance. For additional information and licensing requirements, please contact the City of Torrance Business License Office at (310) 618-5923.

Any questions regarding this proposal should be directed to:

Jason Minter, Senior Business Manager
Community Services Department
3031 Torrance Boulevard Torrance, CA 90503
(310) 781-7559 -- Fax 310-781-7502
jminter@torrnet.com

Notice of Mandatory Pre-RFP Meeting:

The City will conduct a **mandatory** briefing session for prospective proposers

PLACE: Wilson Park Batting Cages
2200 Crenshaw Blvd., Torrance, CA 90503

DATE and TIME: Monday, September 15, 2008 -- 2:00 P.M.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP B-2008-47

Request for Proposal for the Lease and Full Operation of the Wilson Park Batting Cages

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, October 9, 2008. An original and two copies of each proposal must be submitted in a sealed envelope and clearly marked: "PROPOSAL FOR THE LEASE AND FULL OPERATION OF THE WILSON PARK BATTING CAGES, RFP B-2008-47".

Definitions:

The following meanings are attached to the following defined words when used in these specifications and the contract. The word "City" means the City of Torrance, California. The word "Proposer" or "Contractor" means the person, firm, or corporation submitting a RFP on these specifications or any part thereof. "Successful Proposer" means the Proposer or Contractor that has been awarded the contract.

Proposal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Proposal for the Lease and Operation of the Wilson Park Batting Cages, RFP B-2008-47" and addressed to the City Clerk, City of Torrance, 3031 Torrance Boulevard, Torrance, CA 90503. If the proposal is made by an individual, it must be signed by that individual, and an address, telephone, and fax number if available, must be provided. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to a contract. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

The Facility:

The Wilson Park Batting Cages are located in the middle of Charles H. Wilson Park, west of the Roller Hockey Rink, north of the softball fields, and east of the Sports Center. Site features include the following:

A. Batting Cages

The facility includes eight (8) batting cages, two (2) pitching tunnels, and a waiting area. There are fourteen (14) Automated Batting Cage, Inc. (ABC) pitching machines, with a baseball machine in each cage and a softball machine in six of the eight cages. Each cage also features a token machine, and five of the cages have height adjustment panels for the baseball machines.

B. Office Area:

The office area includes two Batting Cage offices that contain the control panel for the pitching machine timers, window mounted air conditioning, a staff counter for customers, and the necessary electrical outlets and phone jacks. There is a token change machine located just outside of the office. There are also windows in the office that face both the cages and the entrance to the Sports Complex.

C. Lights

The facility has lights for nighttime use with controls located inside and outside of the office.

D. Restrooms:

The batting cage facility does not have its own restrooms. Primary restrooms for the Batting Cages are located at the north entrance of the Sports Complex. However, when the Skatepark is open, there are restrooms in the adjacent skatepark portion of the complex. The restrooms are the responsibility of the City.

E. Vending Machines:

There are vending machines located just outside the batting cages that are the responsibility of the City. No additional vending machines can be brought in to the facility without the approval of the Community Services Director.

F. Signage:

The Contractor will have the opportunity to display street-facing signage on the outside of the facility to promote their operations. All signage shall be approved by the Director of the Community Services Department.

Filing Date:

All proposals must be filed with the City Clerk of the City of Torrance, at or before 2:00pm, Thursday, October 9, 2008, at City Hall, City of Torrance, on forms furnished by the City.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable Proposers to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposal (RFP) does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP become the property of the City of Torrance.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected.

Standards for Evaluation of RFPs:

The City staff will use the following priorities, as well as pricing, in determining which proposal best meets the needs of the City. The City will be the sole determiner of suitability to the City's needs.

Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the specifications, prior experience with comparable proposals, delivery, and cost.

Errors and Omissions:

The Proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

Force Majeure Clause:

The Contractor will be excused from the performance of the contract, in whole or in part, only by reason of the following causes:

- A. When such performance is prevented by operation of law.
- B. When such performance is prevented by an overwhelming super human cause.
- C. When such performance is prevented by an act of the public enemies of the State of California, or the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of the Contractor, or unavoidable casualty.
- D. When such performance is prevented by the ability of the Contractor to secure necessary materials, Supplies or equipment by reason of:
 - 1. Appropriation or use thereof by the Federal Government, or
 - 2. Regulations imposed by the Federal Government.

No other Force Majeure Clause or conditions may be inserted in this proposal and any changes in the conditions stated herein will cause the proposal to be rejected.

Default:

- A. Notice of Default: If either party fails to perform, keep, or observe any of the terms, covenants or conditions herein contained on its part to be performed, kept or observed, the other party may give written notice to correct such condition or cure such default. If such condition or default continues for thirty (30) days after receipt of such notice, the party not in default may give notice of its election to terminate this agreement and twenty (20) days after receipt of such notice, this agreement shall cease and terminate. Such election to terminate by either party shall not be construed as a waiver of any claim it may have against the other party, consistent with such termination.
- B. Correction: If, however, any default is of such nature that it cannot be physically be corrected within (30) thirty days, and if the party in default has commenced to remedy such default promptly after the receipt of such notice, and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
- C. Rights: The provision, however, shall not effect any rights of the City should there be any default in the payment of the fee by the Contractor, and if there is such default, the City may give the Contractor written notice to pay all sums then due, owing and unpaid, provided that such notice is not given until at least ten (10) days, after receipt of said notice, this agreement and the Contractor's rights hereunder shall, at the election of the City be slated in a notice forthwith terminated. The City may at its option and at any time, sue to recover full deficiency.
- D. Occupancy Prevented: In the event the Contractor is prevented from occupying or using the Premises, or is prevented from operation its Concession on said premises by any final action, order or ruling of any governmental authority, federal, state or municipal, the Contractor may, at its option, cancel this agreement by written notice to the City, and said Agreement shall be and become canceled and terminated thirty (30) days after the receipt by the City of such notice.

- E. Cancellation: In the event of cancellation of this Agreement by the Contractor as a result of the City's default, the damages recoverable by the Contractor shall be limited to those recoverable under the laws of the State of California. In the event of cancellation of this agreement by the Contractor as a result of the occurrence of any of the events specified in paragraph D above, the City shall not be liable to Contractor for any damages claimed by the Contractor as a result thereof, but the Contractor shall be relieved of its obligation to pay the fee provided for herein commencing as of the effective date of such cancellation.
- F. Termination for Contractor's Convenience or by Contractor Breach: If Contractor determines to terminate this agreement for its convenience or breaches it in any way, it shall not be entitled to compensation for any damages suffered by it whatsoever. In the event of the Contractor's termination of this Agreement by breach or otherwise, all improvements shall revert to the City.
- G. In the event the Contractor or any of its officers, directors, shareholders, subsidiaries, affiliates, employees or agents be found guilty of felonious conduct related to the performance of this Contract, or of felonious conduct related to any anti-trust activities, or bribery of public officials, the City reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as shall deem proper. Such action shall be taken after the Contractor has been given notice and opportunity to present evidence in mitigation. The term "found guilty" shall be deemed to include any judicial determination of guilt including but not limited to, pleas of "guilty", "nolo contendere", "no contest" or "guilty to a lesser charge" entered as a part of a plea bargain.
- H. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.
- I. In the event of termination, the Contractor may remove all personal property from the premises.

Permits and Licenses:

- A. The Contractor shall keep fully informed of, and comply with all existing state and federal laws, and all ordinances and regulations of the City of Torrance which in any manner affect the Contractor or those engaged or employed by the Contractor in performing the service to be rendered by the Contractor pursuant to this agreement.
- B. The Contractor shall procure and obtain all permits and licenses, pay all charges and fees and give all notices required by the City ordinance or other laws relating to the performance of said services.

Business License:

Prior to award of contract, the successful Proposer shall obtain a City of Torrance business license.

Youth Protection Clause

The Contractor, along with any employees or agents that provide services as a result of this RFP, will be required to complete a California Department of Justice background check before commencing service. This will be done at the expense of the Contractor.

Accident Prevention:

The Contractor shall exercise proper precaution at all times for the protection of persons and property as a result of his/her maintenance. The safety provisions of applicable laws shall be observed and the Contractor shall take or cause to be taken such additional safety to be taken such additional safety and health measures as the City may determine to be reasonably necessary.

Insurance:

The Contractor shall be solely responsible for all injuries to persons or damage to property occurring on account of and during the performance of the work hereunder and shall indemnify and save harmless the City of Torrance, the City Council and each member thereof, and every Officer and employee of the City

from any suits, claims, or actions brought by any person or persons and from all costs and expenses of litigation brought against the City for such injuries to persons or damage to property.

- A. The Contractor and its subcontractors must maintain at their sole expense the following insurance, which shall be full coverage not subject to self-insurance provisions.
- (1) General Comprehensive Liability and Property Damage Insurance along with Contractual Insurance coverage which will indemnify the City against liability of financial loss in the sum of \$1,000,000.00 including coverage for premises, products and completed operations, independent contractors/ Contractors, personal injury and contractual obligations.
 - (2) Automobile Bodily Injury and Property Damage Liability Insurance including owned, non-owned and hired vehicles, with at least the following insurance of liability:
 - (a) Primary Bodily Injury, with limits of at least \$250,000 per person \$500,000 per occurrence and;
 - (b) Primary Property Damage with limits of at least \$100,000 per occurrence, or
 - (c) Combined single limits of at least \$500,000 per occurrence.
 - (3) Workers compensation with limits as required by the State of California and Employer's Liability with limits of \$500,000.
- B. The City of Torrance, the City Council and each member thereof, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- C. Contractor shall provide certificates of insurance and, or endorsement to the City Clerk/Purchasing Agent of the City of Torrance before commencement of work.
- D. Each insurance policy required by this clause shall contain a provision that no termination, cancellation or change of coverage can be made without 30 days notice to the City.

SUFFICIENCY OR INSURERS AND SURETIES:

Insurance required by this contract/ purchase order will be satisfactory only if issued by companies rated "B" or better in the most recent edition of Best's Key Rating Guide, and only if they are of Financial category of a VII or better, unless these requirements are modified or waived by the City Risk Manager.

Whenever it shall be necessary for either party to serve notice on the other respecting the Agreement, such notice shall be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, or by facsimile (fax) and shall be valid and sufficient service of notice for all purposes.

CITY: City Clerk
City of Torrance
3031 Torrance Blvd.
Torrance, Ca. 90503
FAX # 310-618-2931

CONTRACTOR: Will be determined upon award of contract.

Assignment:

These terms and conditions and the Agreement to which they are attached are binding on the heir's successor and assigns of the parties hereto. The Agreement is not to be assigned by either the City or Contractor without the prior written consent of the other.

Integration:

These terms and conditions and the agreement to which they are attached represent the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

Jurisdiction:

This Agreement shall be administered and interpreted under the laws of California. Jurisdiction of litigation arising from the agreement shall be in that state. If any part of the Agreement is found to be in said laws, but the remainder of the Agreement shall be in full force and effect.

Proposers Examination of Requirements:

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

The Contract:

The Proposer to whom the award is made will be required to enter into a written contract with the City of Torrance in the form attached (Attachment A). A copy of this notice inviting proposals, and the Proposer's accepted proposal will be attached to and become a part of the contract. All services supplied by the Contractor will conform to the applicable requirements of the City Charter, City Ordinances, and State or Federal Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess cost incurred by the City hereby.

Term of Agreement:

The term of the agreement will be for a period of three (3) years with two (2) extensions of two (2) years at the option of the City.

Financial Statement:

If your company does not already have an audited or reviewed financial statement prepared, you must submit this financial data as indicated on the three (3) page financial form included in this document.

Mandatory Pre-RFP Meeting:

Contractors intending to submit a proposal must ensure that a representative from their company is in attendance at the mandatory pre-RFP meeting. Contractors submitting proposals without attending this conference will be disqualified. **No exceptions will be allowed.**

Suspension of Procurement:

City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, Contractor will perform such additional work as is necessary for the orderly filing of documents and closing of project. Contractor will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

**CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503**

RFP B-2008-47

Request for Proposal for the Lease and Full Operation of the Wilson Park Batting Cages

SECTION II TECHNICAL REQUIREMENTS

INTRODUCTION:

The following technical requirements describe the Wilson Park Batting Cages.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

GENERAL REQUIREMENTS:

Contract Period:

The contract period for the lease and full operation of the Wilson Park Batting Cages shall be three (3) years, with two (2) extensions of two (2) years at the option of the City. The contract shall commence upon approval by City Council and once the vendor has completed the necessary requirements.

Performance:

The Contractor shall perform the services in accordance with the provisions of these specifications in a professional, ethical, courteous, and orderly manner as a best effort to obtain and keep the confidence of the community.

Hours (*):

Current Operating Hours	
Monday - Friday	3:00 p.m. – 9:00 p.m.
Saturday	10:00 a.m. - 9:00 p.m.
Sundays	10:00 a.m. – 8:00 p.m.

(*) These hours represent the MINIMUM hours of operation. Proposer should be aware that the hours of operation of public parks are 6:00 a.m. – 10:00 p.m. as stated in the Torrance Municipal Code, Section 49.2.1.

Note: Contractor is required to provide Torrance residents priority in renting pitching tunnels and cages, and in registering for all applicable programs.

Charges:

Proposer shall include proposed participant fee schedule.

Personnel:

Contractor shall provide employees, as may be required, to render the highest standard of service to the public. Such personnel shall maintain acceptable standards of dress and cleanliness while on duty. Employees shall be courteous to the public and be willing to cooperate with City Staff.

The Contractor shall be solely responsible for the satisfactory work performance of all employees as described by this Request for Proposal, or any reasonable performance standard established by the City, and shall be solely responsible for payment of all employees and/or subcontractor wages and benefits. Without any additional expense to the City, the Contractor shall comply with all the requirements of employee liability, workers compensation, employment insurance and social security.

In connection with the execution of this contact, the Contractor shall not discriminate against any employees or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other form of compensation and selection for training. Contractor further agrees to insert a similar provision in all subcontracts, if any, except subcontracts for standard commercial supplies or raw materials.

The Contractor shall hold the City of Torrance, the City Council and each member thereof, and every City officer and employee of the City, free and harmless from any and all liability, damages, claims, costs and expenses of any nature arising from alleged violations of personal practices. The City shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by the Contractor. The Contractor shall not, absent prior written notice to and consent by the City, remove or re-assign any of the key management personnel identified in its proposal at any time prior to, or after execution of, the contract. The Contractor shall obtain the City's written consent prior to entering into any subcontracts affecting the service.

Responsibilities:

The Contractor shall assume full responsibility for the operation of the facility, including, but not limited to staff, insurance, electricity, trash removal, telephone, custodial service, minor building and court maintenance (under \$500.00 per incident) and upkeep. Contractor shall also assume all costs for promotions and publicity.

The Contractor shall assume full responsibility for all programming at the facility, including but not limited to individual and group instruction, rentals, etc.

The Contractor is required to contact the City of Torrance Community Services Department liaison prior to conducting any repairs for approval of materials and methods to be used to make such repairs.

The City shall continue to maintain the landscape and parking lots, bear the cost of water and gas, and perform all major repairs (over \$500.00 per incident). The City shall provide these in accordance with its fiscal budget.

The City shall continue to provide the current level of advertising in the City's quarterly Torrance Seasons Guide at no cost to the Contractor.

Reporting Requirements:

Contractor shall provide the City with access to the following reports, to be maintained at the facility for the duration of the agreement:

- Print out or copy of daily reservation and rental schedules
- Monthly maintenance record

Contractor shall provide the following on a quarterly basis to the City of Torrance on a form provided by the City:

- Reports of all gross receipts and statements by type of revenue source including court rentals, lessons, tournament revenues, light usage fees, and all other fees/revenues.
- Access to all financial reports

All reports must be submitted to the City within thirty (30) days of the end of the calendar quarter.

Accounting Submittals:

All responses to this Request for Proposal for the Lease and Full Operation of the Wilson Park Batting Cages shall include, as a minimum, the following information:

- A business resume with emphasis on batting cage related experiences for the last 10 years.
- All other professional certifications that may be relevant, with expiration dates, if applicable.
- References (Business, Personal, and Financial)
- An indication of financial resources and solvency (please use Attachment 2)
- Demonstrated proof of insurance and/or insurability
- A proposal of operations defining areas of emphasis (rentals, tokens, lessons, etc.)
- Proposed plans for marketing the operation to the public and tentative budget for advertising
- Proposed participant fee schedule (City of Torrance residents shall benefit from lower rental rates where possible)

Disclosures:

- Property Tax- Public property rented for commercial use is subject to possessor interest property tax based on the monetary value of the concession agreement.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP B-2008-47

Request for Proposal for the Lease and Full Operation of the Wilson Park Batting Cages

SECTION III PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposal", the following proposal is submitted to the City of Torrance.

Proposal Submitted By:

Name of Company

Address

City/State/Zip Code

Printed Name/Title

Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

_____ Years

If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Name

Title

Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____

_____ No Addenda received regarding this RFP.

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods as requested in this RFP.

Name of Company/Agency Address Person to contact/Telephone No.

Name of Company/Agency Address Person to contact/Telephone No.

Name of Company/Agency Address Person to contact/Telephone No.

PROPOSAL

In accordance with your request to submit proposals for the Lease and Full Operation of the Wilson Park Batting Cages, located at 2200 Crenshaw Blvd., Torrance, CA, 90503, I offer the City of Torrance the following:

- **Monthly rental to be paid to the City shall be ____% of gross receipts from all business conducted on the site, including batting cage rental, token revenue, group and private instruction, sales and merchandise, and approved vending sales, or a minimum of \$_____ per month, whichever is greater.**

Note: The operator of the Wilson Park Batting Cages should expect to account for and/or pay the following normal expenses:

1. Employee related withholding or expense, including payroll, federal and state income taxes, payrolls withholding, social security, unemployment taxes, worker's compensation tax, state disability tax, etc.
2. Non-employee related withholding and/or expenses, including insurance, maintenance, business licenses, other license and permits, taxes, including property taxes, sales taxes and other applicable taxes, telephone and electrical, supplies, etc.
3. The facility rent will be based on the proposal accepted by the City and thus will only be known at the time of acceptance of said proposal.

I/Contractor will administer the reservation and rental system including but not limited to:

- Accept reservations by phone and walk-in.
- Serve as cashier and provide for collection and receipt of all fees
- Provide financial and statistical reporting as specified by the City of Torrance
- Supervise and control all usage of batting cages and pitching tunnels during operating hours.

I am willing to operate the facility within the hours specified in the RFP

- YES _____
- NO _____

I will provide, install, maintain and replace as necessary all items listed on below, it being understood that title to said items shall remain in my name. I estimate that the items indicated will cost \$_____. I am able to finance the purchase and installation of said items as follows:

Submission Contents:

All responses to this Request for Proposal for the Lease and Full Operation of the Wilson Park Batting Cages should include, as a minimum, the following information.

Check here to indicate the item is included:

A business resume with emphasis on batting cage related experiences for the last 10 years

All other professional certifications that may be relevant, with expiration dates, if applicable.

References (Business, Personal, and Financial)

An indication of financial resources and solvency (please use attachment C)

Demonstrated proof of insurance and/or insurability

A proposal of operations defining areas of emphasis (court scheduling, lessons, events, retail, etc.)

Proposed plans for marketing the operation to the public and tentative budget for advertising

Proposed participant fee schedule (City residents shall benefit from lower rates where possible)

A business resume with emphasis on batting cage related experiences for the last 10 years

Additional Costs (if applicable please specify)

\$ _____

PROPOSER'S AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

_____ being first duly sworn, deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Torrance a proposal for

_____;
(Title of RFP)

- 2. That the proposal is genuine; that the same is not sham; that all statements of fact in the RFP are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over any other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor or who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposerr has not been debarred from participation in any State, Federal or Public works project.

Dated this ____ day of _____, 20

(Proposer Signature)

(Title)

STATEMENTS OF FINANCIAL CONDITION TO THE CITY OF TORRANCE, CALIFORNIA

Income Statement Submitted by:
 Doing Business As:
 At (Address):
 Telephone Number:
 Under Business License Number:
 Accounting Method: ____ Cash ____ Accrual

DESCRIPTION	MOST RECENT FISCAL YEAR ENDING ()	CURRENT YEAR TO DATE ENDING ()
SALES OR REVENUE (Please List) _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
OPERATING EXPENSES (Please List) Cost of Sales Depreciation & Depletion Taxes Other Than Income Taxes Selling, Research, General & Administrative Expenses: _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____
OPERATING PROFIT	_____	_____
INTEREST EXPENSE	_____	_____
OTHER INCOME & EXPENSES	_____	_____
INCOME BEFORE PROVISION FOR INCOME TAXES	_____	_____
PROVISION FOR INCOME TAXES	_____	_____
NET INCOME FOR PERIOD	_____	_____

STATEMENTS OF FINANCIAL CONDITION TO THE CITY OF TORRANCE, CALIFORNIA (CONT.)

Income Statement Submitted by:

LIABILITIES & EQUITY DESCRIPTION	MOST RECENT FISCAL YEAR ENDING ()	CURRENT YEAR TO DATE ENDING ()
<p>CURRENT LIABILITIES</p> <p>Accounts Payable</p> <p>Notes Payable</p> <p>Other Current Liabilities: (Please List)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Contingent Liabilities: (Please List)</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>TOTAL CURRENT LIABILITIES</p>	<p>_____</p>	<p>_____</p>
<p>NON-CURRENT LIABILITIES: (Please List)</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p>TOTAL NON-CURRENT LIABILITIES</p>	<p>_____</p>	<p>_____</p>
<p>TOTAL LIABILITIES</p>	<p>_____</p>	<p>_____</p>
<p>EQUITY</p> <p>Contributed Capital: (Please List)</p> <p>_____</p> <p>_____</p> <p>Retained Earnings: (Please List)</p> <p>_____</p> <p>_____</p> <p>Dividends/Withdrawals (Please List)</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>TOTAL EQUITY</p>	<p>_____</p>	<p>_____</p>
<p>TOTAL LIABILITIES & EQUITY</p>	<p>_____</p>	<p>_____</p>

**CITY OF TORRANCE
COMMUNITY SERVICES DEPARTMENT
RELEASE STATEMENT**

I hereby authorize the release of all financial and credit information, background information, or verification of employment to the City of Torrance as said items relate to my interest in securing an agreement with the City. This form may be reproduced or photocopied to be utilized as my consent to release financial and credit information, background or employment verification.

Print Name Here

Signature

Date

Financial Institution

Applicable Account(s):
(number and type)

Financial Institution

Applicable Account(s):
(number and type)

STATEMENT OF CONTRACTOR'S PERSONAL HISTORY

- 1. Legal Name _____
dba (if any) _____
- 2. Residence Address _____

- 3. Business Address _____

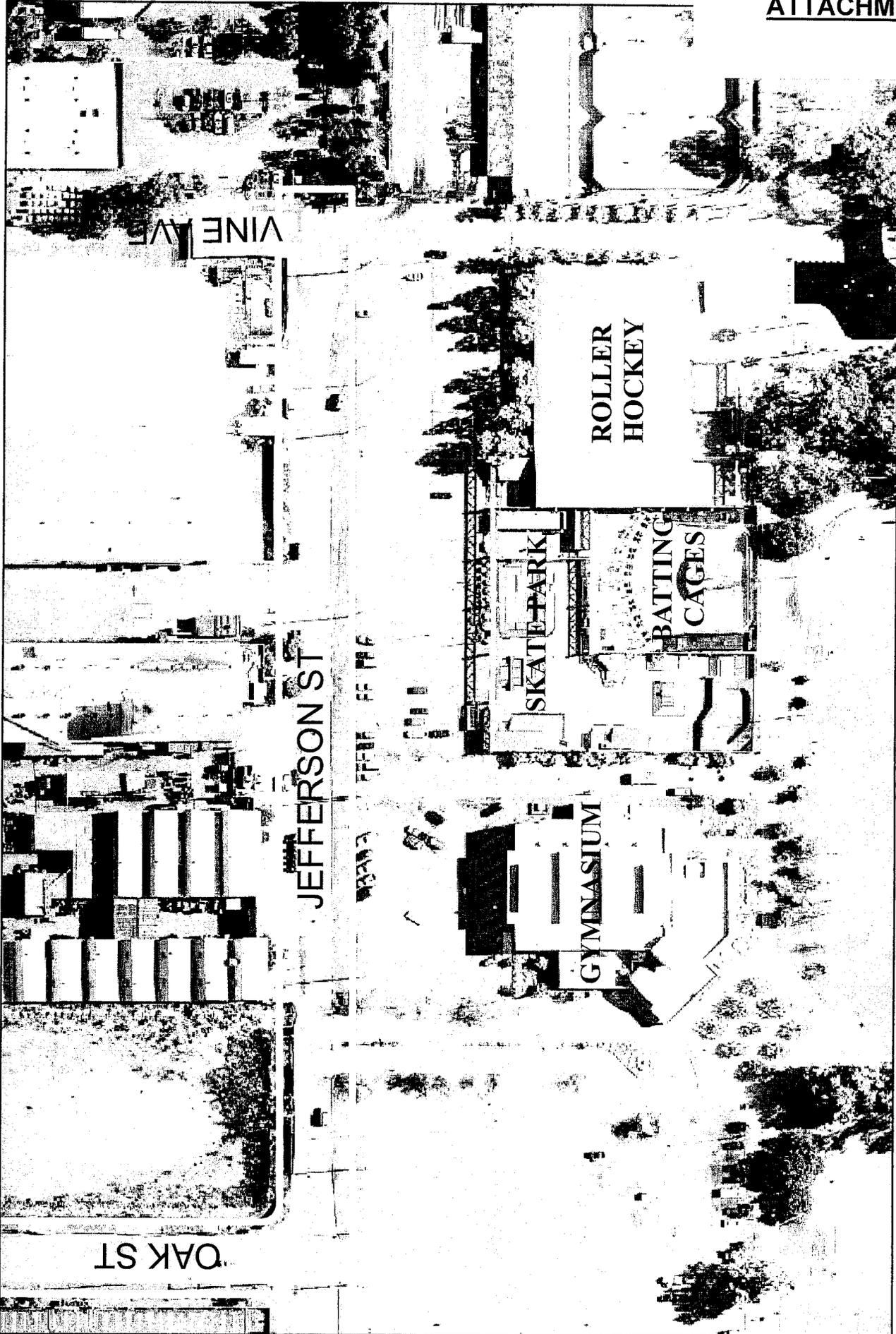
- 4. Telephone: Residence (____) _____ Business (____) _____
- 5. Social Security Number: _____
- 6. Driver's License Number and State: _____
- 7. Have you or your spouse ever filed for bankruptcy or been declared bankrupt? Yes _____ No _____
- 8. Have you, as an adult, ever been convicted of a felony?
Yes _____ No _____

NOTE: If you answered "yes" to any of the above questions pertinent details must be provided on an additional sheet. Failure to do so may result in the possible disqualification of your proposal.

I hereby certify that all statements made on or in connection with this Statement of Personal History are true to the best of my knowledge and belief, and I understand and agree that any misstatement or omission of material fact may cause forfeiture on my part of all rights to the proposed agreement to be awarded by the City of Torrance.

Date _____

Signature _____



2200 Crenshaw Blvd., Torrance CA

Wilson Park Sport Facilities

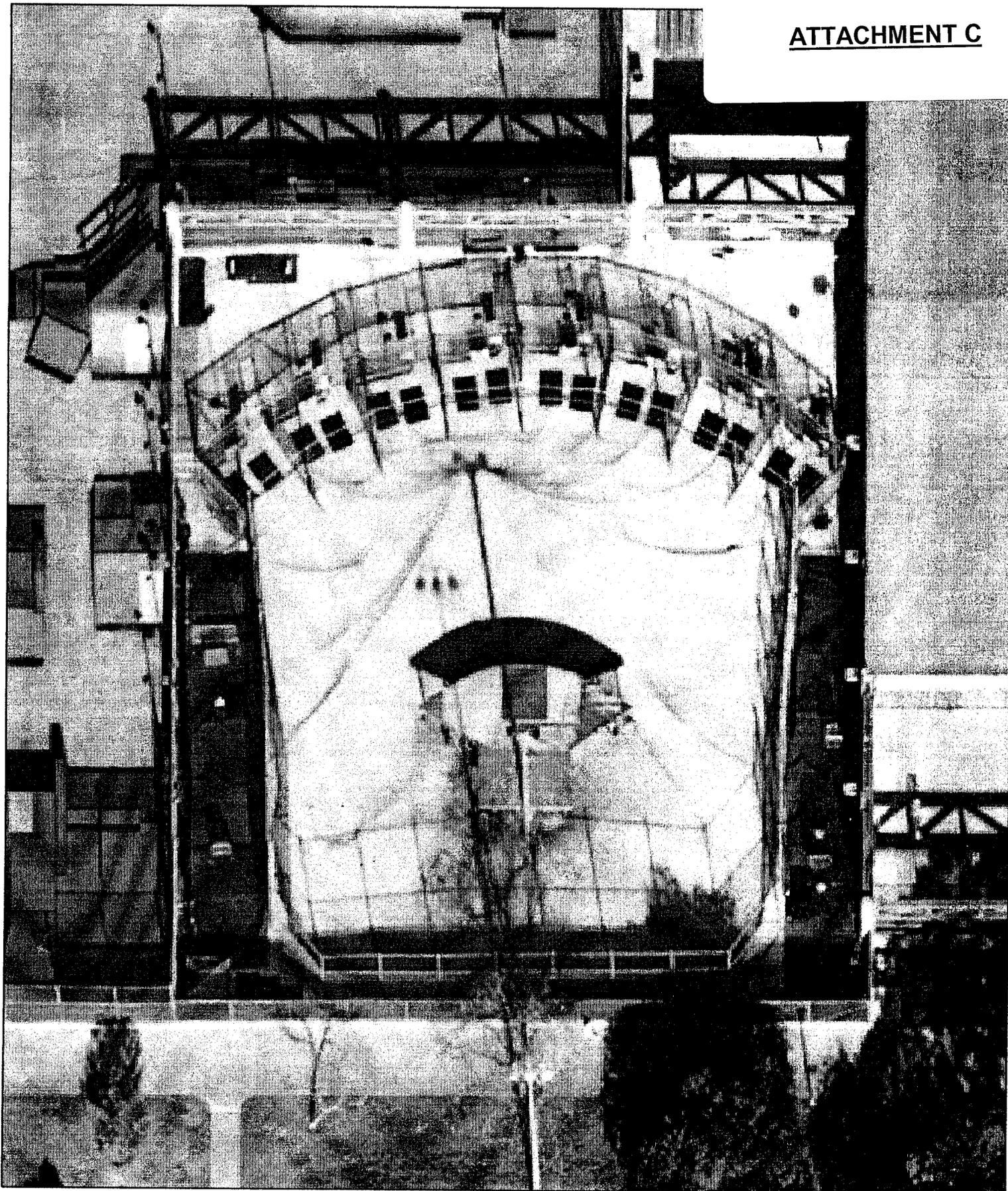
Gymnasium, Skate Park, Batting Cages, and Roller Hockey.

Lines and photos are approximate, not to be used for establishing absolute or relative positions

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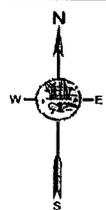


Jeffery W. Gibson
Community Development Department



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2200 Crenshaw Blvd., Torrance CA
 Wilson Park Sport Facilities
 Batting Cages



Lines and photos are approximate, not to be used for establishing absolute or relative positions