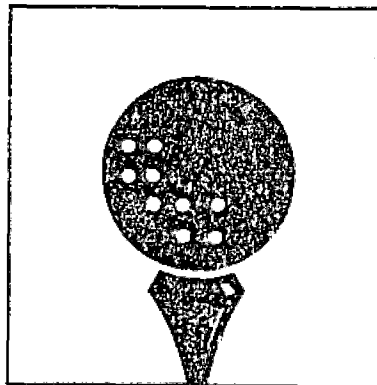


REQUEST FOR PROPOSAL
FOR
RESTAURANT CONCESSIONS

at
Bing Maloney Golf Course
and
William Land Golf Course



APPROVED
BY THE CITY COUNCIL

JAN 17 1984

OFFICE OF THE
CITY CLERK

CITY OF SACRAMENTO
DEPARTMENT OF PARKS AND COMMUNITY SERVICES



CITY OF SACRAMENTO

DEPARTMENT OF COMMUNITY SERVICES
3520 FIFTH AVENUE SACRAMENTO, CALIFORNIA 95817
TELEPHONE (916) 449-5200

ROBERT P. THOMAS
DIRECTOR

G. ERLING LINGGI
ASSISTANT DIRECTOR

CROCKER ART MUSEUM DIVISION
GOLF DIVISION
METROPOLITAN ARTS DIVISION
MUSEUM AND HISTORY DIVISION
RECREATION DIVISION
PARKS DIVISION
ZOO DIVISION

SOLICITATION OF PROPOSALS

Notice is hereby given that until 10:00 a.m. on Tuesday, February 28, 1984, sealed proposals will be received at the office of the Golf Division, Department of Parks and Community Services, 3520 Fifth Avenue, Sacramento, California 95817. Proposals will not be accepted after this time.

Proposals shall be for a contract to provide concession services pursuant to Sacramento City Council Resolution attached hereto.

The nature of this concession is a contract for the operation of the restaurants at Bing Maloney Golf Course and William Land Golf Course, both of which are located in the City of Sacramento, California.


The right is reserved to reject any and all bids. The form of this contract is set forth in the prospectus, which also contains specifications, forms, description, instructions to bidders, financial statement, and terms and conditions of bidding and of the contract.

In soliciting proposals, it is the intent of the City of Sacramento to provide the best possible golf course restaurant concession services to the public. The award will be made to the most responsible proposer who, in the discretion of the city, will operate the concessions consistently with the contract and in the best interests of both the city and the public. Consequently, proposals will be evaluated on various criteria to insure that all city and public needs are met. These include the proposers' experience and success in the operation of similar facilities, the quality and method of operation, the financial responsibility of the proposers, and the amount of rent to be paid to the city.

The department reserves the right to seek supplementary information from any bidder at any time after official bid opening and before the award. Such information will be limited to clarification or amplification of questions asked in the original proposal. Any bidder may be subject to personal interview prior to award.

Questions regarding the request for proposal process should be addressed to Debra Small-Maier, Department of Parks and Community Services, 3520 Fifth Avenue, Sacramento, California 95817 (449-5761).

Sincerely,


ROBERT P. THOMAS, Director
Parks and Community Services

RPT:jm

Attachments

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CITY OF SACRAMENTO
DEPARTMENT OF PARKS AND COMMUNITY SERVICES

General Information

The City of Sacramento Department of Parks and Community Services is responsible for administering the Golf Division. Sacramento Municipal Golf Courses provide the surrounding community with 540 acres of quality fairways and greens. The beauty and challenge of Sacramento golf courses, conveniently located at three sites within the metropolitan area, play host to some 400,000 golfers each year.

The three sites are William Land Park, located in central Sacramento; the Bing Maloney Golf Course in the south area; and the Haggin Oaks facility in the north area. The municipal golf facilities are successfully operated and maintained as an enterprise function. Each location provides golf lessons, pro shops, local tournaments, and restaurant concessions. Revenue realized from the various golf services are used exclusively for the operation and maintenance of the municipal golf courses.

The WILLIAM LAND GOLF COURSE, centrally located at 1701 Sutterville Road within William Land Park, is the oldest city-operated golf course. First opened for play in 1924, this 9-hole, par 34 course encompasses 75 acres. Golf course facilities include a pro shop and food concession with ample parking. Over 66,000 rounds are played annually.

The BING MALONEY GOLF COURSE is located on 138 acres at 6801 Freeport Boulevard, adjacent to the Sacramento City Executive Airport. The site, which offers one 18-hole course, hosts several amateur golf championships a year as well as numerous tournaments sponsored by the Maloney Men's Club. The Bing Maloney Golf Course includes a pro shop, spacious clubhouse, restaurant, and driving range. Over 98,000 rounds are played annually.

The City of Sacramento Department of Parks and Community Services invites proposals for a contract to operate the golf course restaurant concessions at William Land Park and Bing Maloney Golf Courses. Operation of the concession located at Haggin Oaks, the third municipal golf course, will not be included in this contract.

INVITATION TO BID FOR GOLF COURSE RESTAURANT CONCESSIONS

CONTRACT AT BING MALONEY AND WILLIAM LAND GOLF COURSES

1. Offers or bids for the Golf Course Restaurant Concessions Contract at Bing Maloney and William Land Golf Courses shall be submitted in accordance with these specifications.

2. Exhibit 1, attached hereto and incorporated herein by reference, sets forth the basic form which the City proposes to use in granting the contract proposed to be entered into between the City and Concessionaire.

3. The City desires to grant a Golf Course Restaurant Concessions Contract at the Bing Maloney and William Land Golf Courses in accordance with Chapter 12, Article III of the Sacramento City Code.

4. Exhibit D, attached hereto and incorporated herein by reference, sets forth the concession menu and prices authorized by the Director Parks and Community Services until and unless changed pursuant to written authorization of the Director Parks and Community Services.

5. Exhibit C, attached hereto and incorporated herein by reference, identifies the property at the concessions which is owned by the concessionaire. Offerors or bidders should take into account that concessionaires are required under the contract to furnish at their expense all equipment and fixtures necessary for the operation of the contract.

6. The term of the contract shall commence on April 14, 1984 and terminate on April 13, 1989.

7. THE OFFER OR BID SHALL BE SUBMITTED IN LETTER FORM AND SHALL:

A. Designate the percentage of gross receipts to be paid to the City of Sacramento for the contract. The existing contracts provide 12% of the gross receipts from any activities under the contract except the per plate catering services which are 10% of the gross receipts. No offer or bid shall be considered which contains a percentage of gross receipts of less than 12%.

B. Include a complete statement of the prospective bidder's experience in maintaining and operating similar or related concessions or business activities. A minimum of five (5) years proven experience is required.

C. Include a complete statement of financial ability.

D. Include the completed Bid Package (Exhibit 3) which contains a bidder questionnaire; request for references; method of operation; proposed method of financing; and any such other information as the bidder deems appropriate.

8. The City Council reserves complete discretion to award the contract to the bidder it deems to be the best responsible bidder as defined in City Code Section 12.51 or to reject all bids as provided in Section 12.61 and proceed as provided in Section 12.61 or Section 12.62.

9. Offers or bids shall be submitted at the time and in accordance with the resolution set forth in Exhibit 4, attached hereto and incorporated herein by reference.

10. Information relative to the financial experience of the present concessionaire is set forth in Exhibit 2. This is taken from information provided by the present concessionaire and no warranty, express or implied, is made as to its correctness or accuracy.

11. Pre-bid Conference. Prospective bidders are invited to attend a pre-bid conference which will be held in the office of the Director of Parks and Community Services, 3520 Fifth Avenue, Sacramento, California 95817, on Tuesday, January 31, 1984, at 10:00 a.m. The subject of this conference will be limited to clarifying, if necessary, the terms of the bid documents. Should a bidder find a discrepancy in or omission from the general terms and conditions or invitation to bid or if he should be in doubt as to their meaning, such matters should be presented at this conference in order that written clarification may be given to all eligible prospective bidders.

12. If the Council deems that the acceptance of any bids is not in the best interest of the City, it may reject all bids and call for new bids or proceed as provided in Section 12.62 of the City Code.



CONTRACT FOR GOLF COURSE RESTAURANT CONCESSIONS
AT BING MALONEY AND WILLIAM LAND GOLF COURSES

Section 1. Award of Contract.

There is hereby granted by the CITY OF SACRAMENTO (hereinafter referred to as "City") to _____ (hereinafter referred to as "Concessionaire") the contract to operate the restaurant concessions at Bing Maloney and William Land Golf Courses in the facilities provided by the City. A description of said facilities and their location are set forth in Exhibit A and B attached hereto. Concessionaire will install all equipment and improvements necessary to provide acceptable food service to Bing Maloney and William Land patrons. This contract shall be subject to all the terms, conditions and limitations specified hereinafter.

Section 2. Use of City Property.

For the purpose of the operation of the above described concession, City hereby leases to Concessionaire the premises as shown on Exhibits A and B attached hereto and made a part hereof.

Section 3. Term.

This contract shall be for a term commencing on April 14, 1984, and terminating on April 13, 1989, subject to prior termination by the City in the event of breach of any of the terms or conditions of the contract, or if the Concessionaire shall for any reason hold over beyond such term with the consent, express or implied, of City, such holding over shall be from month-to-month only subject to the terms and conditions of this contract, but shall not be a renewal hereof, and the consideration to be paid shall be at the rates prevailing under the terms of this contract.

Section 4. Payment of Concession Fees.

Concessionaire shall pay to the City's Revenue Division, Room 104, City Hall, 915 I Street, Sacramento, CA 95814, as a contract fee _____ percent of the gross receipts from any activities under the contract (except the per plate catering services as detailed in Section 9 (c)). Concessionaire shall pay to the City's Revenue Division as a contract fee _____ percent of the gross receipts received from the per plate catering services. Concessionaire shall make payment thereof to the City's Revenue Division on or before the tenth (10th) day of each month on the receipts received the preceding month.

Section 5. Gross Receipts.

The term "gross receipts" shall mean the entire price charged for all merchandiss sold, and services provided, including vending machines, whether or not payment is made at the time of sale, and excluding and deducting therefrom only (a) sums required by law to be paid out for any sales tax on sales to customers and (b) sums refunded on a sale previously included in gross receipts.

Section 6. Maintenance and Inspection of Records.

(a) Concessionaire shall at all times during the term of this contract, and for a period of six (6) months thereafter, keep true, accurate and complete records, and such other financial or business records as may be required by the Director or authorized City representatives. The Director or authorized City representatives shall have the right at all times to examine and audit said records and accounts.

(b) Concession further agrees to furnish to the City's Revenue Division, within ten (10) days of the end of each monthly payment period, a report showing all gross receipts derived from the concession operation for that period.

(c) Concessionaire shall also furnish the City's Revenue Division with an annual statement of the gross receipts of the total Food concession operations.

The annual statement of gross receipts shall be submitted within thirty (30) days of the end of each one year term of this contract. All Statements must be certified to by a Certified Public Accountant or Public Accountant of the State of California.

(d) Concessionaire further agrees to furnish to the City's Revenue Division, within thirty (30) days of the end of each annual period, an annual financial statement. This statement should consist of a balance sheet and income statement covering the calendar year of the concession. This statement should be prepared by the Certified Public Accountant or Public Accountant for the State of California and only include financial data for the golf course restaurant concessions operations.

(e) Concessionaire shall install and operate cash register equipment with recording tapes and shall cause all receipts from the operation of the concession (and no others) to be recorded therein as each sale is made, and shall make such cash register tapes available to the City. In addition, Concessionaire shall provide the City, upon request, with any other records bearing in any way upon the operation of the concession to assist it in determining the amount of gross receipts, including but not limited to, copies of Concessionaire's state sales tax reports.

Section 7. Waiver.

The acceptance of fees by City after they fall due or after knowledge of any breach by concesssionaire, whether according any notice or demand, whether according to any statutory provision or not, or any act or series of acts (except an express waiver in writing) shall not be construed as a waiver of City's right to

act or of any other right given City or as an election not to proceed under the provisions of this contract.

Section 8. Taxes and Assessments.

Concessionaire shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the State of California, County of Sacramento, City or any tax assessment-levying body upon any interest in this contract or any possessory right which Concessionaire may have in or to premises covered hereby or improvements thereon by reason of his use or occupancy thereof or otherwise, as well as all taxes, assessments, fees, licenses and charges on goods, merchandise, fixtures, appliances, equipment owned or used by him in or about said premises.

Section 9. Obligations of the Concessionaire.

(a) Concessionaire shall maintain the concessioned premises open for business to the general public in accordance with a schedule provided by the Director of Parks and Community Services.

(b) Concessionaire shall supply and have ready for sale each and every article authorized for sale by the Director in sufficient quantities to meet the customers' demands therefore. The concession menu and prices (exclusive of sales tax) shall be those set forth in Exhibit D until and unless changed pursuant to written authorization of the Director of Parks and Community Services.

(c) Concessionaire may, upon the written approval of the Director of Parks and Community Services, provide per plate catering services to golf clubs or golf related groups within the Golf Course areas at Bing Maloney & William Land Golf Courses. The areas which may be used for such outdoor catering shall be designated by the Director of Parks and Community Services.

(d) Concessionaire shall, at his expense, assure that the demised premises used for the operation of the concessions and the areas immediately adjacent thereto, including an area at least fifteen (15) feet from the buildings, be kept in a safe, clean, wholesome and sanitary condition, and shall conduct the contract in such a way as to prevent the escape of debris from these activities. (See Exhibits A and B).

(e) Concessionaire shall assume the full responsibility and expense for telephone service, electrical service, and disposal of garbage, refuse and rubbish in connection with the activities incident to the concessions' operation and deposited on the demised premises. City Golf Division will furnish gas service and water and sewer service.

(f) Concessionaire shall furnish at his own expense all supplies, equipment and fixtures necessary for the operation of the concessions.

(g) Concessionaire shall promptly comply with written reasonable orders that may be issued from time to time by the City's Director of Parks and Community Services as to matters concerning the operation of the concession as it may affect the best interests of the public using the golf courses, including, but not limited to, the merchandise which may be sold, the sale price, the manner and hours of sale and the cleanliness of the area.

(h) Concessionaire shall have the responsibility for maintenance of the facilities used in connection with the concessions except as otherwise expressly provided herein. Upon Concessionaire's failure to so properly maintain the facilities, Concessionaire shall allow City to perform such maintenance work at Concessionaire's own expense, but such right shall not be construed as constituting a duty upon City to perform such duties.

(i) Concessionaire will not, in the operation of said concessions, interfere in any way with the general or specific use or enjoyment of the said facilities by the public.

(j) Concessionaire or his designated representative(s) shall, to the extent of his authority, maintain law and order around the demised premises at all times.

(k) Concessionaire shall not engage in any other business or activity at the said premises not authorized under this contract or in the rules and regulations.

(l) In the event Concessionaire fails, refuses or neglects to perform any of the duties required to be performed by him by virtue of the provisions of the preceding sections, City may enter upon the demised premises and perform such services, but this right shall not be construed to be a duty on the part of City to provide said services. Concessionaire shall reimburse City for costs of such services on the first day of the month next succeeding the month in which the service was performed.

Section 10. Alterations and Repairs.

(a) Concessionaire acknowledges that he has fully inspected the premises and accepts the same and the improvements thereon in their existing or planned condition and agrees that no demands for any alterations or additions are to be made upon City.

(b) Concessionaire shall not make, nor suffer to be made, any alterations of the facilities, or any part thereof, except movable furniture and trade fixtures, without the written consent of the City first had and obtained, and any

additions to, or alterations of, the said facilities, shall be at Concessionaire's expense and shall become at once a part of the realty and belong to the City. Concessionaire shall keep the facilities and the property in which they are situated free from any liens arising out of any work performed, material furnished, or obligations incurred.

(c) Concessionaire shall cause to be repaired at his own expense any and all damage and injury to the property of City caused by him, his agents, or employees, or others who may be on the premises described herein at his invitation or the invitation of any one of them.

Section 11. Security Devices.

Concessionaire may provide at his own expense any legal devices, installations, or equipment designed for the purpose of protecting the demised premises from theft, burglary, or vandalism, provided, however, that written approval for any such installation be first obtained from the Director.

Section 12. Compliance with Rules and Regulations.

(a) Concessionaire and his agents or employees shall at all times comply with and abide by all pertinent or applicable rules and regulations heretofore adopted or that may hereafter be adopted by the City or the Director. Any violation of the rules, regulations or instructions of the Director or his authorized representative which has not been corrected by Concessionaire within thirty (30) days or such lesser time as may be reasonable after the mailing by Director of a written notice of such violation shall be sufficient cause for cancellation of this contract and termination thereof, without compensation or the payment of damages to Concessionaire.

(b) Concessionaire and his agents or employees shall at all times comply with and abide by all pertinent or applicable regulations and ordinances of the City and County of Sacramento and the laws of the State of California and the United States insofar as the same or any of them are applicable, and to obtain and keep in effect all necessary permits and licenses required for any and all operations permitted herein.

Section 13. (A). Non Discrimination.

The Concessionaire shall not discriminate in the employment of persons because of race, color, national origin or ancestry, or religion, sex, or age of such persons.

(B). Affirmative Action.

Concessionaire shall make a concerted effort to employ a work force at the at Bing Maloney and William Land Golf Course Restaurant Concessions which is representative of the minority population of the City of Sacramento.

Concessionaire shall meet with the Director of Parks and Community Services or his designated representatives, within fifteen (15) days after the award of the contract and shall, within ninety (90) days after the said award, complete preparation of an affirmative action plan to achieve a fully integrated work force, said plan to be acceptable to the Director of Parks and Community Services. City hereby furnishes Concessionaire with data from the 1980 Census relating to percentages of minority population within the City of Sacramento. (Exhibit E) The goals established in the affirmative action plan of Concessionaire shall not be construed as "quotas," but are goals which Concessionaire will make a good faith effort to achieve. In the development of said plan, the Concessionaire and Director of Parks and Community Services shall

be guided by the U.S. Government standards and policies referred to in Presidential Executive Order No. 11246, adopted by the Office of Federal Contract Compliance and set forth in the Federal Register, Volume 35, page 2586, February 5, 1970.

City may terminate the contract for failure by the Concessionaire to demonstrate, without good cause as determined by the City Council, compliance with or substantial progress toward the goals set forth in Concessionaire's approved affirmative action plan. Prior to any such termination City shall give Concessionaire a notice of non-compliance and a sixty (60) day period thereafter within which to make progress, satisfactory to the City Council, toward compliance with the approved affirmative action plan.

Section 14. City's Right of Entry.

Concessionaire's demised premises shall at all times be open for inspection by authorized City representatives and other proper governmental authorities.

Section 15. Assignment and Sub-Leasing.

Concessionaire shall not, without the written consent of City, assign, hypothecate, mortgage or grant control of this contract or of the business conducted pursuant thereto or sublease any portion of the demised premises. Any such attempted assignment, hypothecation, mortgaging, or granting of control without the written consent of City shall, at the election of City and without notice, render this contract null and void and of no further force and effect.

Section 16. Surrender.

Upon the expiration of the term hereof, or sooner termination of the contract as provided for, Concessionaire shall peaceably vacate the demised pre-

mises and any and all improvements located thereon and deliver up the same to City in a reasonably good condition, ordinary wear and tear excepted.

Section 17. City's Remedies on Default.

It is agreed that if Concessionaire shall refuse to surrender or deliver up possession of the Concessionaire's demised premises after City shall have become entitled to the possession thereof, then in that event, City, in the exercise of its police power or any other power contractual or otherwise that it may possess, may repossess said premises as its former estate and expel, remove, and put out of possession Concessionaire, using such force in so doing as may be needful or proper without being liable for prosecution for damages therefor, and without prejudice to any other remedy allowed by law available in such cases. In addition, City shall have any and all rights and remedies provided by law.

Section 18. Damage and Destruction of Premises.

In the event of the total destruction or damage of the demised premises by fire, earthquake, storm or other casualty beyond the control of Concessionaire, this contract and any and all rights of the parties thereunder shall terminate in the event City so elects. If City elects to rebuild the structures on the premises, this contract shall continue in full force and effect; provided, however, that the contract fee to be paid by Concessionaire herein shall be abated during the time of reconstruction and shall be reinstated commencing upon the date the premises again becomes tenantable.

Section 19. Cancellation.

(a) The following events are hereinafter called "Events of Default."

(1) The failure of Concessionaire to punctually pay the contract fee or make other payments required hereunder when due within fifteen (15) days after written notice from City.

(2) The failure of Concessionaire to maintain the quality and number of services as required in this contract where such failure continues for more than ten (10) days after written notice from Director to correct the condition therein specified.

(3) The failure of Concessionaire to keep, perform and observe any and all promises, covenants, conditions, and agreements set forth in this contract on its part to be so kept, performed or observed within thirty (30) days after written notice of default thereunder from the Director; provided, however, that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.

(4) The filing of a voluntary petition in bankruptcy by Concessionaire, the adjudication of Concessionaire as a bankrupt, the appointment of any receiver of Concessionaire's assets, the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of Concessionaire under the Federal Reorganization Act, the occurrence of any act which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operation of the concession granted herein, the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this

contract and which attachment or execution is not vacated, dismissed, stayed, or set aside within a period of sixty (60) days.

(5) The abandonment, vacation, or discontinuance of Concessionaire's operations on the demised premises without the written consent of the Director of Parks and Community Services.

(6) The death of Concessionaire.

(b) Upon the occurrence of any one or more of the "Events of Default," City shall have the right to terminate this contract. Upon such termination, Concessionaire's right to possession of the Concessionaire's demised premises shall terminate and Concessionaire shall surrender possession thereof immediately. In such event, Concessionaire hereby authorizes City to enter upon the demised premises, or any part thereof, and take possession of said premises and all improvements, equipment and inventory.

Election by City to cancel this contract shall not prejudice any rights or claims City may have for sums remaining due it, or for damages, or pursuing such other remedies as may be available to City by law or equity. All remedies of the City to be cumulative and not alternative.

Concessionaire shall have the option of terminating this contract on sixty (60) days written notice.

Section 20. Disposition of Furniture, Furnishings, Equipment,
and Trade Fixtures.

Within thirty (30) days of any cancellation or other termination, Concessionaire shall remove at his own expense his own furniture, furnishings, equipment, inventory, and trade fixtures. Said removal shall be conducted in an

expeditious and orderly manner and shall be accomplished in such a way as to minimize the nature and the extent of any disruption of service to the public contracted for herein and the premises shall be restored to their original condition, ordinary wear and tear excepted. Should Concessionaire fail to remove said items within said thirty (30) day period, he shall lose all right, title, and interest in and to said items, and the City may elect to keep same upon the Concessionaire's demised premises or to sell, remove, or demolish them. In the event of such sale, removal, or demolition, Concessionaire shall reimburse the City for any cost in excess of any consideration received by the City as a result of said sale, removal, or demolition.

Section 21. Equal Rights.

(a) Concessionaire agrees that he shall not make any discrimination, distinction, or restriction on account of sex, color, race, religion, ancestry, or national origin contrary to the provisions of Section 51 of the Civil Code of the State of California which is incorporated herein by reference as if set forth hereat in full. Upon a final determination by a court of competent jurisdiction that the Concessionaire has violated said section, this contract may, at City's option, be deemed forfeited.

(b) All provisions of Part 2.8 of Division 3 of Title 2 (Section 12900 through 12996) of the California Government Code (California Fair Employment and Housing Act) are hereby incorporated herein by reference as if set forth hereat in full. Upon any final determination by a commission or court of competent jurisdiction that the Concessionaire has violated any of said statutory provisions in the performance of this contract, this contract may, at the City's option, be deemed forfeited.

Section 22. Indemnity and Hold Harmless.

Concessionaire shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the performance of this contract by Concessionaire whether within or without of the scope of this contract, whether or not it is caused in part by a party indemnified hereunder. The foregoing shall include but, not be limited to, any attorney fees reasonably incurred by City.

Section 23. Insurance.

During the term of this contract, Concessionaire shall maintain in full force and effect at his own cost and expense the following insurance coverage:

(a) Workers' Compensation

Full Workers' Compensation Insurance and Employer's Liability policy, or provide evidence of ability to undertake self-insurance. Workers' Compensation in compliance with California statutes and Employer's Liability coverage of at least \$300,000 for any one person. In the event the Concessionaire is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, and evidence of at least \$300,000 per occurrence excess Workers' Compensation limit combined with the Self-Insurance Retention.

(b) General Liability Insurance.

The Concessionaire must provide sufficient broad coverage to include:

General Liability Insurance
Broad Form Property Damage Liability
Personal Injury Liability
Products Liability
Contractual Liability
Liquor Liability

The amount of the policy shall not be less than One Million Dollars (1,000,000.00), Single Limit Per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees, and agents are to be named as "Additional Insureds" under the policy, and the policy shall stipulate that this insurance will operate as Primary Insurance and that no other insurance effected by the City or other Named Insured will be called on to contribute to a loss covered thereunder.

(c) Certificate of Insurance.

The Concessionaire will have the City's standard Certificate of Insurance completed and filed with the City's Risk Management and Insurance Division, 5730 - 24th Street, Sacramento, CA 95822, within fifteen days of the execution of this Contract and prior to engaging in any operation or activity set forth in this Contract. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur during the term of this Contract without 30 day's written notice to the City prior to the effective date of such cancellation or change in coverage.

Section 24. Performance Bonds.

Concessionaire shall obtain upon the effective date of this contract and continue in full force and effect during the term thereof a bond or bonds issued

by a corporation or corporations, in form satisfactory to the City, in an aggregate amount of not less than \$5,000.00, which bond or bonds shall guarantee and be conditioned upon the faithful performance of the contract by Concessionaire and his agents, contractors, and employees, and shall guarantee full and complete reimbursements to the City in the event of criminal or tortious appropriation by Concessionaire or any of his agents, contractors or employees, of monies or property belonging to the City and collected by, or under the control of, Concessionaire, or monies or property for which Concessionaire is accountable to the City. The Concessionaire shall provide the City's Risk Management and Insurance Division with a copy of said bond or bonds within fifteen (15) days of the execution of this contract and prior to engaging in any concession set forth in this contract.

Section 25. Notices.

All notices and orders that may be given under this contract may be served by mail or in person to Concessionaire's residence at _____, _____, or to his last known place of residence or business outside of the golf course locations.

DATED:

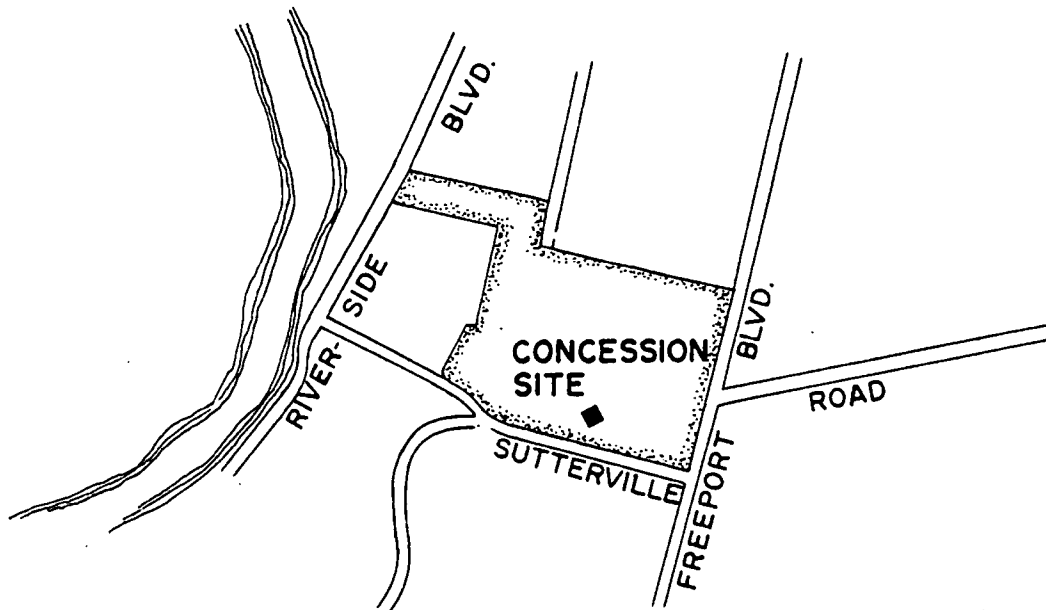
CITY OF SACRAMENTO, a
municipal corporation

CITY MANAGER

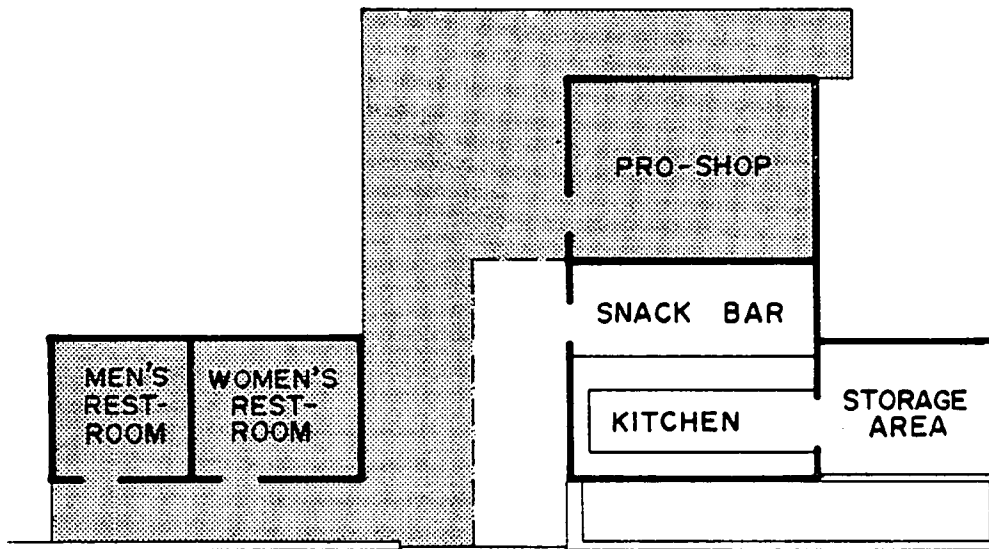
ATTEST:

CITY CLERK

CONCESSIONAIRE:



**WILLIAM LAND PARK
VICINITY MAP**

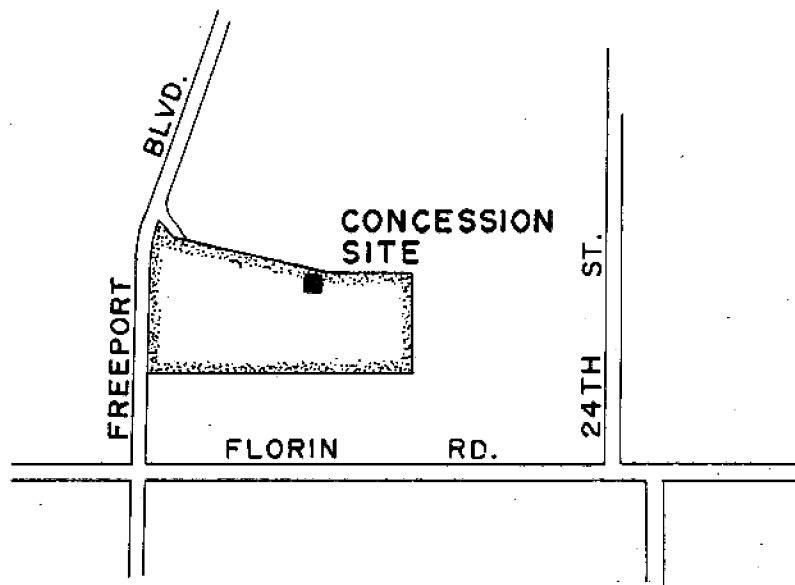


CLUBHOUSE

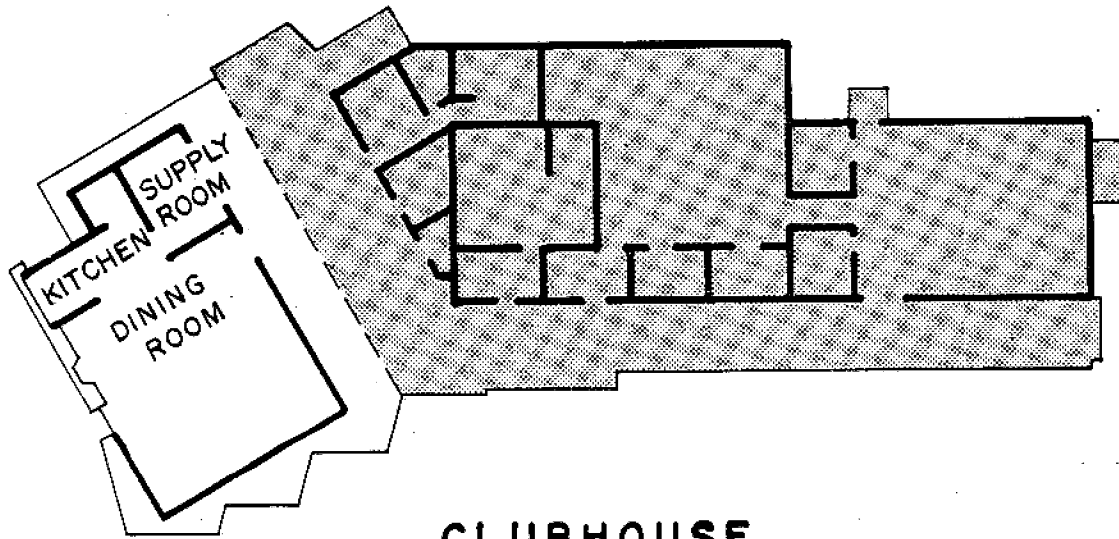
FOOD CONCESSION

Note: Shaded area not in contract.

EXHIBIT "A"



**"BING" MALONEY GOLF COURSE
VICINITY MAP**



CLUBHOUSE

FOOD CONCESSION

Note: Shaded area not in contract.

EXHIBIT "B"

PROPERTY OF PRESENT CONCESSIONAIRE

BING MALONEY GOLF COURSE RESTAURANT

- 1 - Kirby Vacuum (Electric) Upright
- 7 - Square restaurant tables
- 1 - Oblong restaurant table
- 1 - Round restaurant table
- 40 - Wooden chairs
- 1 - Hudson upright refrigerator
- 1 - Electric hot dog machine
- 1 - Schaefer box cooler
- 1 - Box cooler
- 1 - Electric toastmaster - 4 slice
- 1 - Garlando gas stove, 2 burners, grill and warming tray
- 1 - Norlake cooler, 3 sliding drawers
- 1 - Cash register
- 15 - Napkin holders
- 1 - Scotsman ice maker with 4 spout soda dispenser
- 1 - Ice cream freezer
- 1 - Norris milk dispenser, with 3 spouts, 3 milk shake mixers
- 4 - Dozen knives, forks, teaspoons and soup spoons
- 4 - Pyrex coffee pots
- 12 - Sets salt and pepper shakers
- 1 - Stainless steel tray, 3 sinks
- 2 - Wooden cutting board work tables with shelves
- 1 - Jet spray cooler
- 1 - French fry machine
- 1 - Vista cooler (80 cases)
- 1 - Draft beer box (3 keg, 1 pour)
 - Assorted pots and pans
 - Assorted silver and plastic bowls
 - Assorted sizes of roll carts
 - Assorted portable shelving

All other real property, personal property and fixtures at the restaurant concessions are the property of the City of Sacramento.

EXHIBIT C

PROPERTY OF PRESENT CONCESSIONAIRE

WILLIAM LAND GOLF COURSE RESTAURANT

- 1 - Pepsi electric bottle cooler
- 2 - 12 foot Reach-in coolers
- 1 - Electric grill
- 2 - Electric burners
- 1 - 10 gallon milk dispenser with 2 milk shakers
- 1 - 4 head soda dispenser
- 1 - 250 lb. ice making machine
- 1 - Cash register
- 1 - Beer cooler - 16 case capacity
- 1 - 8-hole compartment freezer
- 1 - Sandwich bar
- 1 - Electric coffee maker
- 1 - Electric toaster - 4 slice
- 3 - Wooden restaurant tables
- 12 - Wooden chairs
- 2 - Dozen knives, forks, teaspoons and soup spoons
- 3 - Pyrex coffee pots
- 6 - Napkin holders
- Assorted pots and pans
- Assorted silver and plastic bowls

All other real property, personal property and fixtures at the restaurant concessions are the property of the City of Sacramento.

Rev. 10/26/83

GOLF COURSE RESTAURANT CONCESSIONS

BING MALONEY AND WILLIAM LAND GOLF COURSE RESTAURANTS

(Items for Sale at both Locations)

October 15, 1983

| | <u>Selling Price</u> (Inclusive of Sales Tax) |
|---|---|
| <u>BREAKFAST - (Coffee Included)</u> | |
| Hot Cakes - (2) | \$ 1.45 |
| Hot Cakes - (3) | 1.75 |
| Eggs (2), Potatoes (3 oz.), Toast | 1.90 |
| Eggs (2), Potatoes (3 oz.), Toast, Ham (3 oz.) or Bacon (3 strips) | 2.90 |
| French Toast (3) | 1.90 |
| Eggs (2), Toast | 1.70 |
| <u>SIDE ORDERS</u> | |
| Eggs (1) | .55 |
| Toast (2) | .50 |
| Donut | .40 |
| Bacon (3 strips) or Ham (3 oz.) | 1.20 |
| Potatoes (Fries or Hash Brown) (3 oz.) | .70 |
| Potato Salad | .70 |
| Cheese (1 slice) | .25 |
| Chili | 1.35 |
| <u>SANDWICHES</u> | |
| Hamburger (2½ oz. pattie) | 1.25 |
| Cheeseburger | 1.40 |
| Hot Dog (Jumbo size, 5 per lb.) | 1.20 |
| Cheese | 1.10 |
| Egg Salad (2 oz. Egg Salad) | 1.10 |
| Fried Egg | 1.10 |
| Tuna (2 oz. Tuna) | 1.20 |
| Ham (2 oz. Ham) | 1.40 |
| Ham and Cheese (2 oz. Ham) | 1.55 |
| Turkey (2 oz.) | 1.30 |
| All Sandwiches Served on White, Wheat or Rye Bread. | |
| <u>MISCELLANEOUS</u> | |
| Hard Boiled Eggs | .30 |
| Stuffed Egg Halves | .30 |
| Potato Chips (1½ oz.) | .40 |
| Candy Bars | .40 |
| Gum, Cigars, Aspirin, Roloids, Certs, Cigarettes | As Marked by Manufacturer |

BEVERAGES

| | |
|---|--------|
| Coffee (6 oz.) | \$.25 |
| Tea (6 oz.) | .30 |
| Sanka (6 oz.) | .30 |
| Hot Chocolate (6 oz.) | .40 |
| Fountain Soda (12 oz.) | .60 |
| (16 oz.) | .70 |
| Milk (12 oz.) | .60 |
| (16 oz.) | .70 |
| Juice, Orange or Tomato (6 oz.) | .50 |
| Lemonade, Orange Whip, Iced Tea (12 oz.) | .60 |
| (16 oz.) | .70 |
| Milkshakes, Floats, Freezes (16 oz.) | 1.05 |
| *Draft Beer (12 oz.) | .70 |
| (16 oz.) | .95 |
| (Pitcher - 60 oz.) | 3.00 |
| Canned Beer (Premium & Name Brand) (12 oz.) | .95 |

*Draft Beer Not Served at William Land Restaurant.

SANDWICH INGREDIENTS

Tuna - any major brand
 Cheese - pre-cut slices pasteurized processed Swiss and American or
 equal, 120 slices to 5 lbs.
 Eggs - Grade AA, Large
 Ham - Armour or equal

PER PLATE CATERING SERVICE

Per plate price to be negotiated between concessionaire and customer
 prior to the submission to the Director of Parks and Community Services
 for approval.

Rev. 10/26/83

EXHIBIT E
CITY OF SACRAMENTO - RACIAL COMPOSITION

1980 CENSUS

| | | |
|-----------------|---------------|-------------|
| White | 186,477 | 67.63% |
| Black | 56,866 | 13.37 |
| Spanish Origin | 59,160* | 14.20* |
| Asian American | 24,017 | 8.71 |
| Native American | 3,322 | 1.20 |
| Others | <u>25,059</u> | <u>9.09</u> |
| | 514,901 | 114.20% |

*Persons of Spanish Origin are also counted in the five racial categories.

INFORMATION TO BIDDERS

GOLF COURSE RESTAURANT CONCESSION

A. FINANCIAL EXPERIENCE

1. Bing Maloney Golf Course Restaurant

| Year | Month | Gross Sales | Sales Tax | Net Sales | Contract Fee* | |
|-----------|-----------|---------------------|--------------------|---------------------|--------------------|-------------------|
| 1979 | April | \$ 4,980.85 | \$ 281.93 | \$ 4,698.62 | \$ 563.84 | |
| | May | 9,296.28 | 526.21 | 8,770.07 | 1,052.41 | |
| | June | 9,162.23 | 548.73 | 8,613.50 | 1,033.62 | |
| | July | 9,827.04 | 551.93 | 9,275.11 | 1,113.01 | |
| | August | 9,435.91 | 530.15 | 8,905.76 | 1,068.69 | |
| | September | 8,948.39 | 499.86 | 8,448.53 | 1,013.82 | |
| | October | 6,990.40 | 390.09 | 6,600.31 | 792.03 | |
| | November | 5,817.00 | 324.58 | 5,492.42 | 659.09 | |
| | December | 5,127.23 | 285.29 | 4,841.94 | 581.03 | |
| | | | <u>\$69,585.33</u> | <u>\$3,938.77</u> | <u>\$65,646.56</u> | <u>\$7,877.48</u> |
| | 1980 | January | \$ 4,803.58 | \$ 268.04 | \$ 4,535.54 | \$ 544.26 |
| | | February | 6,121.02 | 343.37 | 5,777.65 | 693.31 |
| March | | 9,238.34 | 518.04 | 8,720.30 | 1,046.44 | |
| April | | 9,156.36 | 513.45 | 8,642.91 | 1,037.15 | |
| May | | 10,111.82 | 566.72 | 9,545.10 | 1,145.42 | |
| June | | 11,987.15 | 670.14 | 11,317.01 | 1,358.04 | |
| July | | 11,423.83 | 639.58 | 10,784.25 | 1,294.11 | |
| August | | 12,701.54 | 712.00 | 11,989.54 | 1,438.74 | |
| September | | 11,576.04 | 648.08 | 10,927.96 | 1,311.35 | |
| October | | 9,515.48 | 532.50 | 8,982.98 | 1,077.95 | |
| November | | 8,741.81 | 488.89 | 8,252.92 | 990.35 | |
| December | | 6,816.72 | 381.08 | 6,435.64 | 772.27 | |
| | | <u>\$112,193.69</u> | <u>\$6,281.89</u> | <u>\$105,911.80</u> | <u>\$12,709.39</u> | |
| 1981 | January | \$ 6,546.23 | \$ 366.43 | \$ 6,179.80 | \$ 741.57 | |
| | February | 9,448.71 | 530.16 | 8,918.55 | 1,070.22 | |
| | March | 10,854.77 | 609.24 | 10,245.53 | 1,229.46 | |
| | April | 12,475.40 | 701.29 | 11,774.11 | 1,412.89 | |
| | May | 15,068.60 | 846.97 | 14,221.63 | 1,706.59 | |
| | June | 14,587.99 | 816.64 | 13,771.35 | 1,652.56 | |
| | July | 15,346.54 | 860.37 | 14,486.17 | 1,738.34 | |
| | August | 15,399.56 | 864.13 | 14,535.43 | 1,744.25 | |
| | September | 13,493.43 | 756.76 | 12,736.67 | 1,528.40 | |
| | October | 11,043.94 | 618.70 | 10,425.24 | 1,251.02 | |
| | November | 7,988.59 | 446.92 | 7,541.67 | 905.00 | |
| | December | 6,211.85 | 346.45 | 5,865.40 | 703.84 | |
| | | <u>\$138,465.61</u> | <u>\$7,764.06</u> | <u>\$130,701.55</u> | <u>\$15,684.14</u> | |

A. FINANCIAL EXPERIENCE

1. Bing Maloney Golf Course Restaurant

| Year | Month | Gross Sales | Sales Tax | Net Sales | Contract Fee* |
|------|-----------|--------------|------------|--------------|---------------|
| 1982 | January | \$ 6,672.96 | \$ 372.54 | \$ 6,300.42 | \$ 756.05 |
| | February | 9,465.98 | 532.48 | 8,933.30 | 1,071.99 |
| | March | 10,924.06 | 614.00 | 10,310.06 | 1,237.20 |
| | April | 13,167.00 | 740.57 | 12,426.43 | 1,491.17 |
| | May | 17,585.03 | 988.72 | 16,596.31 | 1,991.56 |
| | June | 18,447.42 | 1,035.78 | 17,411.64 | 2,089.39 |
| | July | 19,992.24 | 1,121.24 | 18,871.00 | 2,264.52 |
| | August | 18,258.64 | 1,027.10 | 17,231.54 | 2,067.78 |
| | September | 14,518.95 | 812.72 | 13,706.23 | 1,644.74 |
| | October | 13,450.65 | 761.36 | 12,689.29 | 1,522.71 |
| | November | 8,248.96 | 459.13 | 7,789.83 | 934.77 |
| | December | 6,805.84 | 381.15 | 6,424.69 | 770.96 |
| | | \$157,537.53 | \$8,846.79 | \$148,690.74 | \$17,842.84 |
| 1983 | January | \$ 8,827.12 | \$ 494.99 | \$ 8,332.13 | \$ 999.86 |
| | February | 8,450.07 | 475.01 | 7,975.06 | 957.01 |
| | March | 7,508.85 | 419.56 | 7,089.29 | 850.71 |
| | April | 13,139.18 | 739.35 | 12,399.83 | 1,487.98 |
| | May | 18,460.58 | 1,036.44 | 17,424.14 | 2,090.90 |
| | June | 19,717.38 | 1,108.00 | 18,609.38 | 2,233.13 |
| | July | 18,391.55 | 1,031.32 | 17,360.23 | 2,083.24 |
| | August | 18,537.52 | 1,049.29 | 17,488.23 | 2,098.59 |
| | September | 15,384.65 | 870.83 | 14,513.82 | 1,741.66 |
| | October | 14,941.98 | 845.77 | 14,096.21 | 1,691.55 |
| | November | 8,098.50 | 458.41 | 7,640.09 | 916.81 |
| | December | 5,750.65 | 329.49 | 5,421.16 | 650.54 |
| | | \$157,208.03 | \$8,858.46 | \$148,349.57 | \$17,801.98 |

*12% Net Sales Plus 10% Catering Sales

3. ATTENDANCE EXPERIENCE

1. Bing Maloney Golf Course Restaurant

| Course | Year: FY 79-80 | FY 80-81 | FY 81-82 | FY 82-83 | FY 83-84* |
|---------------------------|----------------|----------|----------|----------|-----------|
| 1. Bing Maloney - 18 hole | 85,919 | 96,035 | 98,167 | 100,381 | 46,706 |

*Note: Period covers first five months of Fiscal Year

A. FINANCIAL EXPERIENCE

2. William Land Golf Course Restaurant

| Year | Month | Gross Sales | Sales Tax | Net Sales | Contract Fee* | |
|-----------|-----------|--------------------|--------------------|--------------------|--------------------|-------------------|
| 1979 | April | \$ 2,400.85 | \$ 135.90 | \$ 2,264.95 | \$ 271.79 | |
| | May | 5,343.17 | 302.45 | 5,040.72 | 604.89 | |
| | June | 4,834.83 | 271.23 | 4,563.60 | 547.63 | |
| | July | 4,945.07 | 277.71 | 4,667.36 | 560.08 | |
| | August | 4,989.08 | 278.99 | 4,710.09 | 565.21 | |
| | September | 4,174.44 | 232.28 | 3,942.16 | 473.05 | |
| | October | 3,230.37 | 179.75 | 3,050.62 | 366.07 | |
| | November | 2,651.92 | 147.43 | 2,504.49 | 300.53 | |
| | December | 2,205.09 | 122.36 | 2,082.73 | 249.92 | |
| | | | <u>\$34,774.82</u> | <u>\$1,948.10</u> | <u>\$32,826.72</u> | <u>\$3,939.17</u> |
| | 1980 | January | \$ 1,959.61 | \$ 108.47 | \$ 1,851.14 | \$ 222.13 |
| | | February | 2,369.59 | 132.28 | 2,237.31 | 268.47 |
| March | | 3,696.21 | 207.66 | 3,488.55 | 418.62 | |
| April | | 4,945.93 | 277.36 | 4,668.57 | 560.23 | |
| May | | 4,772.50 | 266.76 | 4,505.74 | 540.68 | |
| June | | 5,536.33 | 309.26 | 5,227.07 | 627.24 | |
| July | | 5,295.16 | 294.54 | 5,000.62 | 600.07 | |
| August | | 5,600.72 | 313.04 | 5,287.68 | 634.52 | |
| September | | 5,238.83 | 292.99 | 4,945.84 | 593.50 | |
| October | | 4,945.79 | 276.88 | 4,668.91 | 560.26 | |
| November | | 3,972.10 | 222.38 | 3,749.72 | 449.96 | |
| December | | 2,738.74 | 152.03 | 2,586.71 | 310.40 | |
| | | <u>\$51,071.51</u> | <u>\$2,853.65</u> | <u>\$48,217.86</u> | <u>\$5,786.08</u> | |
| 1981 | January | \$ 3,020.02 | \$ 168.29 | \$ 2,851.73 | \$ 342.20 | |
| | February | 4,287.03 | 240.28 | 4,046.75 | 485.61 | |
| | March | 4,298.32 | 240.56 | 4,057.76 | 486.93 | |
| | April | 5,806.30 | 326.15 | 5,480.15 | 657.61 | |
| | May | 6,525.83 | 366.25 | 6,159.58 | 739.14 | |
| | June | 6,088.12 | 339.75 | 5,748.37 | 689.81 | |
| | July | 6,408.82 | 357.23 | 6,051.59 | 726.19 | |
| | August | 6,031.32 | 337.54 | 5,693.78 | 683.25 | |
| | September | 5,658.39 | 316.23 | 5,342.16 | 641.05 | |
| | October | 4,475.44 | 249.68 | 4,225.76 | 507.09 | |
| | November | 3,319.48 | 185.01 | 3,134.47 | 376.13 | |
| | December | 2,362.74 | 130.58 | 2,232.16 | 267.85 | |
| | | <u>\$58,281.81</u> | <u>\$3,257.55</u> | <u>\$55,024.26</u> | <u>\$6,602.86</u> | |

A. FINANCIAL EXPERIENCE

2. William Land Golf Course Restaurant

| Year | Month | Gross Sales | Sales Tax | Net Sales | Contract Fee* |
|------|-----------|--------------------|-------------------|--------------------|-------------------|
| 1982 | January | \$ 2,597.64 | \$ 145.22 | \$ 2,452.42 | \$ 294.29 |
| | February | 3,759.98 | 211.21 | 3,548.77 | 425.85 |
| | March | 4,768.17 | 267.92 | 4,500.25 | 540.03 |
| | April | 5,708.75 | 321.18 | 5,387.57 | 646.50 |
| | May | 6,488.64 | 364.69 | 6,123.95 | 734.85 |
| | June | 6,918.66 | 387.62 | 6,531.04 | 783.72 |
| | July | 7,233.05 | 405.16 | 6,827.89 | 819.34 |
| | August | 7,123.26 | 399.94 | 6,723.32 | 806.79 |
| | September | 5,610.69 | 313.63 | 5,297.06 | 635.64 |
| | October | 5,537.94 | 313.50 | 5,224.44 | 626.93 |
| | November | 3,276.83 | 182.51 | 3,094.32 | 371.31 |
| | December | 2,488.60 | 138.70 | 2,349.90 | 281.98 |
| | | <u>\$61,512.21</u> | <u>\$3,451.28</u> | <u>\$58,060.93</u> | <u>\$6,967.23</u> |
| 1983 | January | \$ 2,709.39 | \$ 150.83 | \$ 2,558.56 | \$ 307.03 |
| | February | 2,833.46 | 159.08 | 2,674.38 | 320.93 |
| | March | 2,966.70 | 166.35 | 2,800.35 | 336.04 |
| | April | 4,851.48 | 273.41 | 4,578.07 | 549.37 |
| | May | 6,439.23 | 361.54 | 6,077.69 | 729.32 |
| | June | 7,713.64 | 434.34 | 7,279.30 | 873.52 |
| | July | 6,535.10 | 364.44 | 6,170.66 | 740.48 |
| | August | 6,393.48 | 361.89 | 6,031.59 | 723.79 |
| | September | 5,662.79 | 320.54 | 5,342.25 | 641.07 |
| | October | 5,316.82 | 300.95 | 5,015.87 | 601.90 |
| | November | 2,516.32 | 142.43 | 2,373.89 | 284.87 |
| | December | 1,735.10 | 99.68 | 1,635.42 | 196.25 |
| | | <u>\$55,673.51</u> | <u>\$3,135.48</u> | <u>\$52,538.03</u> | <u>\$6,304.57</u> |

B. ATTENDANCE EXPERIENCE

1. Haggin Oaks Golf Course Restaurant and "T" Shack

| Course | Year: FY 79-80 | FY 80-81 | FY 81-82 | FY 82-83 | FY 83-84 |
|--------------------------------|----------------|----------------|----------------|----------------|----------------|
| 1. Haggin Oaks 18 | 72,693 | 81,019 | 75,897 | 77,047 | 37,650 |
| 2. Haggin Oaks "Red" (9 hole) | 70,588 | 76,640 | 80,730 | 78,118 | 36,787 |
| 3. Haggin Oaks "Blue" (9 hole) | 66,610 | 74,564 | 74,333 | 71,150 | 33,447 |
| | <u>209,891</u> | <u>232,223</u> | <u>230,960</u> | <u>226,315</u> | <u>107,884</u> |

*Note: Period covers first five months of Fiscal Year.

INFORMATION TO BIDDERS

GOLF COURSE RESTAURANT CONCESSIONS CONTRACT

C. EXISTING CONCESSION CONTRACT FEE

1. 12.00% of Gross receipts, except Per Plate Catering Services, less Sales Tax, monthly.
2. 10.00% of Gross Receipts of Per Plate Catering Services, less Sales Tax, monthly.

D. ESTIMATED POSSESSORY INTEREST TAX EXPENSE TO CONCESSIONAIRE

1. Bing Maloney Golf Course Restaurant Concession

The County of Sacramento Assessor's office has prepared this preliminary evaluation of the possessory interest value on Bing Maloney Golf Course Restaurant Concession, No. APN 035-010-26-9061.

Assumptions made in this valuation are as follows:

1. Term of Possession - five years.
2. Contract rent to the City of Sacramento - \$18,500.
3. Contract rent is economic with Lessee paying expenses.
4. Constant income premise used in valuation.

The Possessory Interest Value derived by capitalizing the income stream on the above basis is approximately \$67,000. Taxes on this value at the prevailing rate would be approximately \$800.00/year.

A thorough appraisal of the property rights will be made by this office after the contract has been awarded and the final terms are available. The value may be lower or higher depending on the level of economic rent and term of possession.

2. William Land Golf Course Restaurant Concession

The County of Sacramento Assessor's office has prepared this preliminary evaluation of the possessory interest value on William Land Golf Course Restaurant Concession, No. APN 017-010-01-9048.

Assumptions made in this valuation are as follows:

1. Term of possession - five years.
2. Contract rent to the City of Sacramento - \$7,200.
3. Contract rent is economic with Lessee paying expenses.
4. Constant income premise used in valuation.

D. ESTIMATED POSSESSORY INTEREST TAX EXPENSE TO CONCESSIONAIRE

The Possessory Interest value derived by capitalizing the income stream on the above basis is approximately \$26,000. Taxes on this value at the prevailing rate would be approximately \$312.00/year.

A thorough appraisal of the property rights will be made by this office after the contract has been awarded and the final terms are available. The value may be lower or higher depending on the level of economic rent and term of possession.

E. ADDITIONAL INFORMATION CONCERNING ITEM 8 OF THE INVITATION TO BID WHICH STATES "A MINIMUM OF FIVE (5) YEARS PROVEN EXPERIENCE IS REQUIRED".

In addition to being able to satisfy those various terms specified throughout the contract, an evaluation of experience would consider the following:

A minimum of five years of experience in maintaining and operating similar or related concessions or business activities in a satisfactory manner.

Ability to operate a business on City property for the safety and convenience of the general public in the use and enjoyment of the general property and operated in the best interest of the City and the public.

Ability to maintain compatible relations with City personnel and the public.

Ability to make an effort to constantly improve services to the public and to identify and recommend new and compatible services.

Ability to maintain necessary records for the operation of the concession and to provide timely justifications of changes.

Ability to operate a concession in a manner to insure a fair return to the concessionaire and the City and at a price the public can afford.

BIDDER'S CHECK LIST

It is very important that you answer all the questions asked and furnish all attachments required with your proposal. Please complete this check list and make certain that all items are completed in full and all requested data is furnished.

- | | | |
|--|-----|----|
| 1. Offer or bid in letter form | YES | NO |
| 2. Designation of the percentage of gross receipts to be paid the City | YES | NO |
| 3. Bidder's experience | YES | NO |
| 4. Bidder's financial ability | YES | NO |
| 5. Bidder questionnaire | YES | NO |
| 6. References | YES | NO |
| 7. Method of operation | YES | NO |
| 8. Proposed method of financing | YES | NO |
| 9. Cash flow analysis | YES | NO |

BID PACKAGE

CITY OF SACRAMENTO DEPARTMENT OF PARKS & COMMUNITY SERVICES
SACRAMENTO COUNTY, CALIFORNIA

Request for Proposal/Attachment

PROPOSAL'S QUESTIONNAIRE

All information requested in this Questionnaire MUST be furnished by the proposer, and MUST be submitted with the Proposal. Statements must be complete and accurate. Omission, inaccuracy, or misstatement MAY be cause for the rejection of a proposal.

By submission of this Proposal, the proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in this questionnaire, and authorize the release to City of any and all information sought in such inquiry or investigation.

How did you learn of this offering?

- () 1. Received City announcement.
- () 2. Word of mouth.
- () 3. In which newspaper, magazine, or newsletter did you read of this offering?

(ADDITIONAL SHEETS MAY BE INSERTED AND ATTACHED AS NECESSARY)

BID PACKAGE

STATEMENT OF EXPERIENCE

Enumerate in detail the duration and extent of your business experience with special emphasis upon experience with business related to the operation and management of similar or related concessions or business activities.

Will you be the person directly involved in development and management of this project?

YES NO

If no, please enumerate in detail the pertinent experience of the persons who will be directly involved in development and management of this project.

BID PACKAGE

FINANCIAL AND BACKGROUND DATA

FINANCIAL STATEMENT

Attach a complete report, prepared in accordance with good accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. You must be prepared to substantiate all information shown.

SURETY INFORMATION

Have you or any principal ever had a bond or surety canceled or forfeited?

Yes () No ()

If yes, attach a statement naming the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

BANKRUPTCY INFORMATION

Have you or any principal ever been declared bankrupt?

Yes () No ()

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

FELONY INFORMATION

Have you or any principal ever been convicted of a felony?

Yes () No ()

If yes, state date, court location, and details of the conviction.

PENDING LITIGATION

Provide detailed information regarding litigation, liens, or claims involving any participant in the proposal.

SOURCE OF INCOME

Will the operation of this concession be the major source of income to you or any principal?

YES () NO ()

If no, state other sources of income and detail income.

BID PACKAGE

PROPOSER

Proposer intends to operate the business with which this Proposal is concerned as a Sole Proprietorship (); Partnership (); Corporation (); Joint Venture (); or _____

Explain:

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

1. Name in Full: _____
2. Address: _____
3. Telephone: Res: _____ Bus: _____
4. Social Security No. _____
CA Driver's License No. _____

BID PACKAGE
PARTNERSHIP STATEMENT

If a partnership, answer the following:

1. Date of Organization: _____

2. General Partnership ()
Limited Partnership ()

3. Statement of Partnership recorded? Yes () No ()

| Date | Book | Page | County |
|------|------|------|--------|
|------|------|------|--------|

4. Has the partnership done business in Sacramento County?
Yes () No () When? _____

Name, Address, and Partnership Share of Each General Partner:

| Name | Address | Share |
|-------|---------|-------|
| _____ | _____ | ____% |
| _____ | _____ | ____% |
| _____ | _____ | ____% |
| _____ | _____ | ____% |
| _____ | _____ | ____% |
| _____ | _____ | ____% |
| _____ | _____ | ____% |
| _____ | _____ | ____% |
| _____ | _____ | ____% |
| _____ | _____ | ____% |
| _____ | _____ | ____% |
| _____ | _____ | ____% |

5. Furnish the Social Security Number and California Driver's License Number for each person shown above:

BID PACKAGE
CORPORATION STATEMENT

If a corporation, answer the following:

1. When Incorporated? _____
2. Where Incorporated? _____
3. Is the corporation authorized to do business in California?
Yes () No () If so, as of what date? _____
4. The corporation is held: Publicity () Privately ()
5. If publicly held, how and where is the stock traded?

6. List the following:

| | Authorized | Issued | Outstanding |
|-------------------------------------|------------|--------|-------------|
| a. Number of Voting Shares: | _____ | _____ | _____ |
| b. Number of Non-Voting Shares: | _____ | _____ | _____ |
| c. Number of Shareholders: | _____ | _____ | _____ |
| d. Value Per Share of Common Stock: | _____ | _____ | _____ |
| Par \$ | _____ | | |
| Book \$ | _____ | | |
| Market \$ | _____ | | |

7. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and principal shareholder.

8. Furnish the Social Security Number, and California Driver's License Number for each person shown under Item 7 above.

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JOINT VENTURE STATEMENT

If a joint venture, answer the following:

- 1. Date of Organization: _____
- 2. Joint Venture Agreement Recorded? Yes () No ()
- 3. Has the joint venture done business in Sacramento County?
Yes () No () When? _____

4. Name and Address of each Joint Venturer:

| <u>Name</u> | <u>Address</u> |
|-------------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

5. Furnish the Social Security Number, and California Driver's License Number for each person shown under item 4 above.

6. Attach a complete copy of the Joint Venture Agreement.

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REFERENCES

List four persons or firms with whom you have conducted business transactions during the past three years. At least two of the references named are to have knowledge of your debt payment history.

REFERENCE NO. 1

Name: _____

Firm: _____

Title: _____

Address: _____

_____ Zip _____

Telephone: _____

Nature and magnitude of purchase, sales, loan, business association, etc.:

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

_____ Zip: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

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REFERENCES

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

_____ Zip: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

REFERENCE NO. 4

Name: _____

Firm: _____

Title: _____

Address: _____

_____ Zip: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

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METHOD OF OPERATION

Describe your specific plan for operation of Bing Maloney and William Land Golf Course Restaurants Concessions. Discuss any optional services and uses which you will seek permission to provide.

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PROPOSED METHOD OF FINANCING

Describe the method you will use to finance these concessions and source of that financing. Include financing for initial equipment and fixtures necessary for the operation of the contract.

ESTIMATE OF GROSS RECEIPTS

Provide your estimate of the expected average annual gross receipts to be derived from each use or service required and for each significant optional use or service which you plan to provide during the first three operating years.