

**CITY OF NEWPORT BEACH
REQUEST FOR PROPOSALS
NEWPORT BEACH CIVIC CENTER
FOOD SERVICE PROVIDER**

**Deadline for Proposals
January 31, 2011, at 12:00 noon**

REQUEST FOR PROPOSALS CIVIC CENTER FOOD SERVICE PROVIDER

The City of Newport Beach (“City”) invites all qualified organizations and/or individuals to submit proposals for the operation and management of the food facility in the City’s new Civic Center. The Civic Center project is scheduled to be completed by the end of 2012. The project includes a 17,000 square foot expansion of the Newport Beach Central Library, a 450 space parking structure, a new city office building which will house approximately 240 employees at the City Hall, and a 16 acre park. The food facility will be located at the bridge between the City Hall and the Central Library. The food facility floor plan is attached hereto as Exhibit “A”.

Additional copies of this Request for Proposals (“RFP”) may be obtained online at www.newportbeach.gov. Copies may also be obtained at the Revenue Division, City of Newport Beach, 3300 Newport Blvd., Newport Beach, CA 92658-8915.

I. PROJECT INFORMATION

Project Summary

The food service facility planned for the Civic Center is designed to provide the food service and limited catering for daily office occupants and library visitors, special event guests and receptions. Available patrons shall include approximately 240 City Hall employees, 40 Library employees and 2500 daily Library visitors.

The facility is designed to be flexible, scalable, efficient and responsive to varying demands in site population, dining trends, changing menu preferences and events. It is primarily focused as a convenience, providing a complementary supplement to the surrounding dining options without being directly competitive.

The facility shall be efficient to operate, while providing a variety of service options. It is also intended to be energy efficient, utilizing proven technology to minimize environmental impact. Refrigeration systems, water consumption and fuel efficiency in equipment items have all been analyzed and equipment carefully selected for maximum benefit.

The desired menu should feature fresh, local ingredients, with a variety of foods available and the capacity to prepare a diverse selection of menu items.

Goals and Objectives for Operator

- Manage food service areas for efficiency, flexibility and responsiveness to food service menu trends.
- Provide:
 - Good quality food, service, and value
 - Guest hospitality
 - Benefit to employees and visitors
 - Well organized, easy to use facilities

- Mitigate and control odors/trash/negative impact on the neighborhood and environment
- Provide Energy Usage/Sustainability by:
 - Utilizing LEED practices in equipment selection
 - Reasonable energy usage to minimize environmental impact (power, water usage)
 - Implementing sustainable practices in the food service operation:
 - Harvest waste oils for bio-diesel fuels, if possible
 - Provide external cooling for refrigeration systems to reduce energy demands
 - Participate in recycling and composting program
 - All paper/disposable products utilized on site should be made of recyclable material and fully compostable

Sustainable Design Features

The following list briefly summarizes the sustainable design equipment and features planned in the food service design:

- Energy Star equipment utilized where possible: Refrigerators / Freezers / Ice Makers / Food Holding Cabinets
- Accessible hand wash sinks, ADA passage throughout the food service areas
- Refrigeration System:
 - Efficient chilled water cooling, consolidated compressors, easier service
 - The system features less run time – consumes less electricity
 - The system creates less heat in workspace and public areas. Less building cooling required
- Utensil Washer:
 - Low water consumption
 - Energy Star device-less electric consumption than other comparable machines
 - Automatic shut-down when not in use saving water and power

City shall provide:

- All fixed equipment, furnishings, fixtures and finishes for the food service facilities
- One (1) year parts and labor and five (5) year refrigeration warranties for the equipment. The operator shall coordinate the scheduling and satisfactory completion of maintenance items
- Daily cleaning of floor areas in the First Level Food Service Support and Second Level Cafe

- Building utilities (electric, water, sewage) for the food service facility, but the food service operator shall be required to pay an estimated set fee, revised yearly, for such utilities
- Building recyclable and compostable containers, and trash removal. Operator shall be responsible for transporting the recyclables and waste to the dumpster area designated by the City
- Pest and rodent control services for the food service areas
- Grease interceptors and the cleaning/maintenance of such grease interceptors

Operator shall provide:

- Daily cleaning of counters and food service equipment in all food service areas. Food spills to be immediately cleaned by Operator.
- Compliance with all applicable codes and regulations, including, but not limited to, Orange County Health Department regulations, California Retail Food Code, City of Newport Beach Municipal Code, and applicable regulations governing equipment condition, use and operation
- Serving ware, trays and utensils, as well as all pans, utensils, paper goods, soaps, and disposables for the facility. Quality of smallware items shall be serviceable and durable. City retains the right to approve/disprove such items and require Operator to select different goods.
- All recyclable and compostable containers and utensils for 'to go' food items
- Food inventory, operating and serving personnel, and other necessary related functions to assure consistent, proper operation of the facility
- Compliance with all applicable statutes regarding equal opportunity employment and accessibility practices
- Use of City-approved personnel. All of the operator's employees and sub-contractors are subject to review by City, including background checks, and other security reviews and confidentiality requirements as determined by City. Background checks and security reviews will be the operator's responsibility. All of the operator's food service personnel will adhere to all policies and procedures regarding non-smoking, security, access, etc. Operator should supply acceptable 'uniforms' to identify food service personnel.
- Monthly reporting on metrics such as volume, number of transactions, and type of food provided, to track demand
- Regular menu change recommendations based on sales
- Monthly reconciliation statements

Optionally, Operator may:

- Connect with and support local restaurants and food purveyors
- Support local food and agricultural sources for ingredients used in the facility
- Provide online menu management including upload of daily menus/specials on City's website

- Provide 'limited menu' service ordered from employee desktop pc's for 'to go' or 'dine-in' pick-up during normal and extended hours of building use
- Provide 'Smart Card' type POS systems, components and equipment compatible with personnel cards in use at the time of initial operation
- Provide stocking and clean-up of meeting areas, special meal services and bussing of all dining areas and meeting rooms
- Provide catering to City's personnel with operator's catering facilitator
- Provide periodic written customer surveys

Suggested, but not required, Operating Practices

Hours of Operation

- 'Continental' breakfast service from 7:30 AM to 10:00 AM
- Lunch service from 11:30 AM to 2:30 PM
- Afternoon/evening snack/coffee service from 2:30 PM to 9:00 PM. Café operation and limited food for limited late hours menu

Levels of Service

- The operator should provide locally produced, sustainably harvested meats, fish and vegetables. All food should be prepared in a healthy manner with quality ingredients.
- Catering of conferences and meetings in the facility or other areas on site consisting of continental breakfast and lunch services (both buffet dining and served) from predetermined catering menus. 'Customized' menus should be provided for special events.
- Provide 'private meeting room' catering for luncheons, and other functions.

Menu

- Continuous menu rotation with daily specials including standard 'fixed' items such as fresh soup, sandwiches, salads, and wraps, and a wide variety of selections with great quality and value, both made to order and ready to go
- Minimum of one (1) featured 'Special' daily
- Minimum of one (1) vegetarian option daily
- Fresh, local, seasonal seafood items
- Healthy food choices; light, allergen free ingredients
- Continental breakfast service including juices, fruits, pastries, bagels, coffee and other items
- Special cold foods, salads, and other items
- Fresh fruits, juices

- Provide fresh baked products (breads, muffins, cookies, etc.) when possible and/or indicate local source of products, such as bread, rolls, etc., to be provided by off-site providers
- Enhancement options include made to order sandwiches, salads, and soup
- Provide variety in specials and basic menu including Asian, Mexican, Mediterranean, European and American foods
- Support customized catering as needed

II. QUALIFICATIONS AND PROPOSAL

Proposers must have in-depth knowledge and extensive experience in the food service industry.

Each proposer shall provide the following information:

Background

- Company profile, history and experience
- Principals authorized to contract on behalf of the proposed operator
- Pertinent financial information about the proposer's company
- List of current sites or clients and references with instructions for contacting references or conducting on-site visits. Provide a minimum of five (5) client references of similar sized operations
- Marketing and promotional material
- Policy reaction plans for food borne illness outbreak, national emergency, earthquakes and other potential scenarios

Facility Operation

- Proposed menus including specifications, portion sizes and proposed prices for all services, including coffee bar and catering (in excel format)
- Complete staffing chart, including wage rates, benefit packages and annualized expenses (in excel format)
- Proposed operating financial statements (pro-forma) for years one, two and five with separate pricing included for building and Café services and catering services (in excel format)
- Detailed description of how you would tailor the operation to the specific needs and objectives of the City.
- Identify items that would affect proposed operating cost structure as indicated in the operating format section and provide suggested alternatives for review

Proposers must not be currently indebted to the federal government, State of California, or the City for non-payment of taxes, fines, judgments, liens, or fees.

III. RFP TERMS AND CONDITIONS

- A. This RFP does not commit the City to award a contract or bind the City to any action or to any party. No other party, including any proposer, is intended to be granted any rights hereunder. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City.
- B. It shall be the proposer's responsibility to review and verify the completeness of its proposal. Proposals which do not meet the minimum proposal submission requirements, may, at the sole discretion of City, be immediately rejected and may not be reviewed.
- C. No proposer shall submit more than one (1) proposal pursuant to this RFP. Entities that are legally related to each other or to a common entity shall not submit separate proposals. Any proposal shall be rejected because it, in the City's sole judgment, violates these conditions or the spirit of these conditions.
- D. Submissions do not create or assume any relationship, agency or obligation by the City, its officers or employees.
- E. Any response will become the property of the City and, if required by law, may be subject to public disclosure by the City or any authorized agent of the City. Proposers must identify all copyrighted material, trade secrets or other proprietary information that the proposers claim are exempt from the California Public Records Act. In the event a proposer claims such an exemption, the proposer is required to state in the proposal the following: "The proposer will indemnify the City and its officers, employees and agents and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request thereof." Failure to include such a statement shall constitute a waiver of a proposer's right to exemption from this disclosure.
- F. City employees and officials are prohibited from responding to this RFP or being a party, direct or indirect, to any contract resulting from the RFP, and no proposal shall be accepted from, or contract awarded to, any City employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest.
- G. The City is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP. Any such costs shall be the sole responsibility of the proposer.
- H. Verbal communications made by any City employee or agent of the City with respect to this RFP are not binding and shall not in any way be considered as a commitment by the City. Only written responses to questions submitted in writing to the City or written addenda to this RFP issued by the City shall be relied upon.
- I. The City reserves the following rights and options which it may exercise, at its sole discretion, with respect to the evaluation and selection of proposals for negotiation:
 - 1. Accept, reject, or negotiate modifications to any and all proposals;
 - 2. Reject any proposal if such proposal is incomplete, non-responsive to the RFP, not in conformity with applicable law, conditioned in any way, deviates from the requirements of this RFP, or contains erasures, ambiguities, alterations, or items of work not called for by this RFP;

3. Award the contract in whole, or in part;
 4. Ask specific companies to respond to this RFP or issue additional solicitations for proposals;
 5. Waive any informality, defect, non-responsiveness, irregularities and/or deviation from this RFP;
 6. Select any proposal as the basis for negotiations with any of the proposers; or select any proposal as the basis for an agreement;
 7. Make corrections or amendments due to errors identified in proposal by the City or the proposer;
 8. Permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the respondents following proposal submission;
 9. Request that some or all of the proposers modify proposals based upon the evaluation of the City;
 10. Supplement, amend, substitute or otherwise modify this RFP at any time;
 11. Cancel this RFP with or without issuing another RFP at any time; and
 12. Reject the proposal of a proposer who, in City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City or other government entity; is financially or technically incapable of fulfilling the requirements of the agreement; or is otherwise not a responsible proposer.
- J. The City may enter into negotiations on terms and conditions satisfactory to the City with one or more selected proposers. However, the City reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple proposers. The City also reserves the right to negotiate acceptable terms in an otherwise unacceptable proposal. Such terms may include but shall not be limited to contract requirements, compensation, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc., in order to insure successful administration of the contract. Such negotiations may result in changes in terms material to this RFP. In such an event, the City shall not be obligated to inform other proposers of the changes, or permit them to revise their proposals accordingly, unless the City, in its sole discretion, determines that doing so is in the City's best interest. Should negotiations not prove satisfactory with the selected proposer(s), the City reserves the right to discontinue negotiations.
- K. The City may contact the proposer's references, call the proposer for clarification, conduct investigations with respect to the proposer's qualifications, and obtain any additional information deemed necessary to evaluate the proposer's experience and financial capability, and to determine the ability of the proposer to carry out its obligations under the proposed agreement.
- L. All proposals will become the property of the City of Newport Beach.

IV. PROPOSED AGREEMENT

Insurance

The selected proposer must meet all the insurance requirements required by Exhibit "B".

All proposers are encouraged to contact their insurance carriers to ensure that the insurance requirements can be met if the proposer is selected for negotiation of a contract.

Prior Approvals

Approvals, permits and licenses required by City, State and Federal agencies (including, but not limited to, a City business license) must be secured prior to the execution of the agreement.

V. SUBMISSION DATE AND REQUIREMENTS

One original and five *unbound* copies of completed proposals must be submitted to:

Evelyn Tseng
Revenue Division
3300 Newport Boulevard
Newport Beach, California 92658-8915

The following conditions apply to this submission:

- Proposals must be submitted by 12:00 noon, on January 31, 2011.
- Proposals must be 1 1/2 spaced (or double-spaced) and in a font size of 12 or larger. **Proposals typed single-spaced or in a font size smaller than 12 will not be accepted.**
- Proposals must conform to the RFP instructions, respond to the RFP requirements, and provide a complete and clear description of the proposal.
- The address given in the proposal response must be an address to which certified mail can be delivered, and shall be considered the legal address of the proposer. In addition, the proposer must provide the address and telephone number of its office located nearest to Newport Beach, and, if not the same, the address and telephone number of its office from which the project will be managed.
- Please do not bind your proposals using binders, laminates, press-bindings, spiral binding, etc. Proposals should be simply stapled or clipped together to avoid excess packaging.
- Proposals or proposal components **will not** be accepted via facsimile (fax) transmission or e-mail.
- Proposals shall remain binding for one hundred eighty (180) days from the date of proposal submission.
- The City reserves the right, at its sole discretion, to reject and return, without evaluation, any proposal received after the proposal submission time and date, whether it is delivered by mail or otherwise.

- Proposals must be signed, in ink, by an individual duly authorized to bind the proposer and must be sealed and labeled on the cover with the RFP title and proposer's name.

VI. REVIEW OF PROPOSAL RESPONSES

All proposals received by the deadline will be evaluated by a committee ("Review Committee") established by the City Manager or his designated representative.

Upon review of the proposals, the City may contact proposers for clarification on any point in the proposal, or to schedule an interview. If an interview is scheduled, then the person who shall be directly responsible for carrying out the terms of the agreement, if awarded, should be present at the interview.

Negotiations shall be confidential and not subject to disclosure to competing proposers unless an agreement is reached.

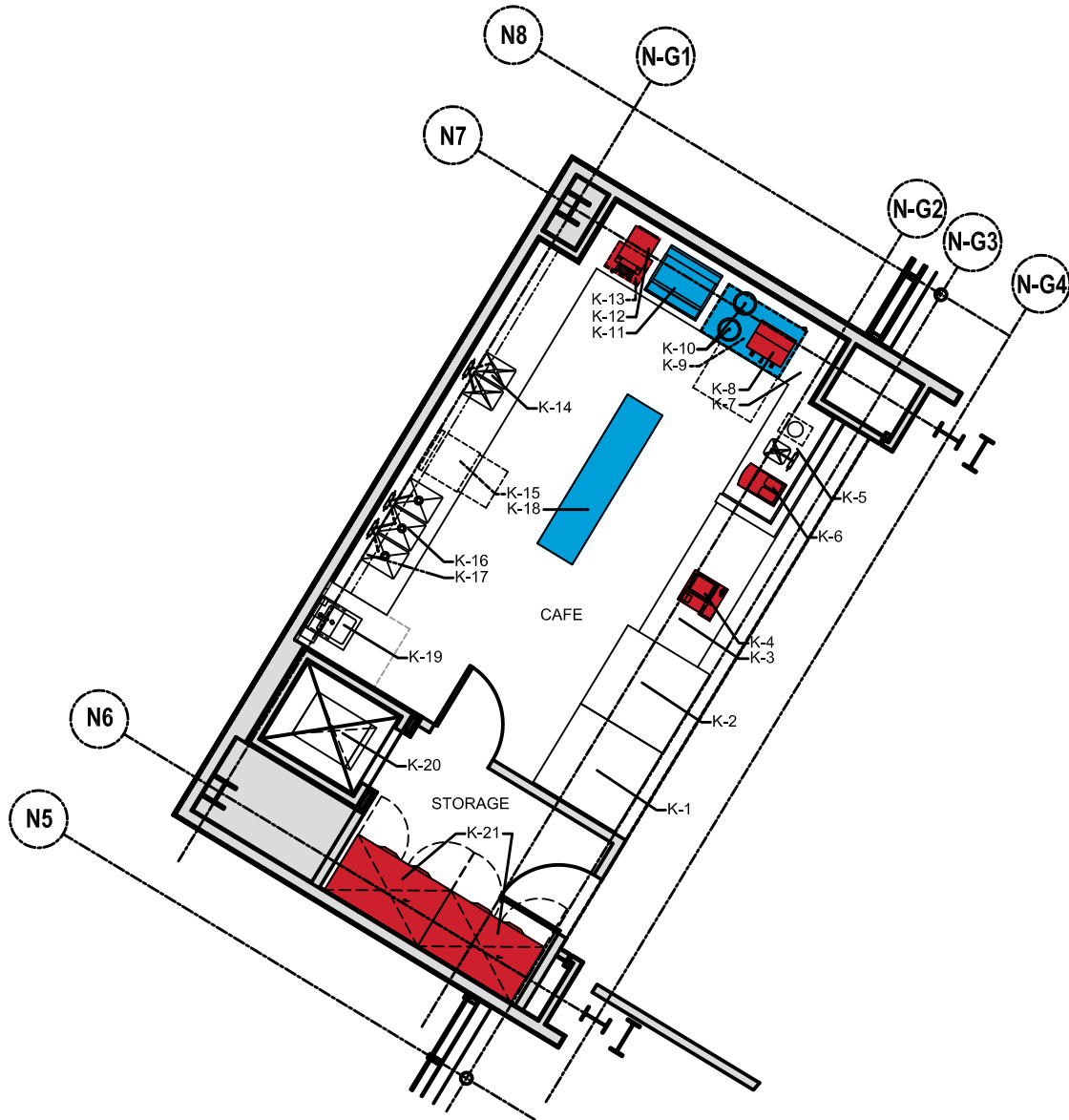
Upon the review and discussion of the quality and responsiveness of the proposals received, the Review Committee shall make recommendations to the Newport Beach City Council.

The City discourages any proposer's advocacy before Members of the City Council until such time as the Review Committee has brought forth its recommendation to the City Council.

VIII. ATTACHMENTS

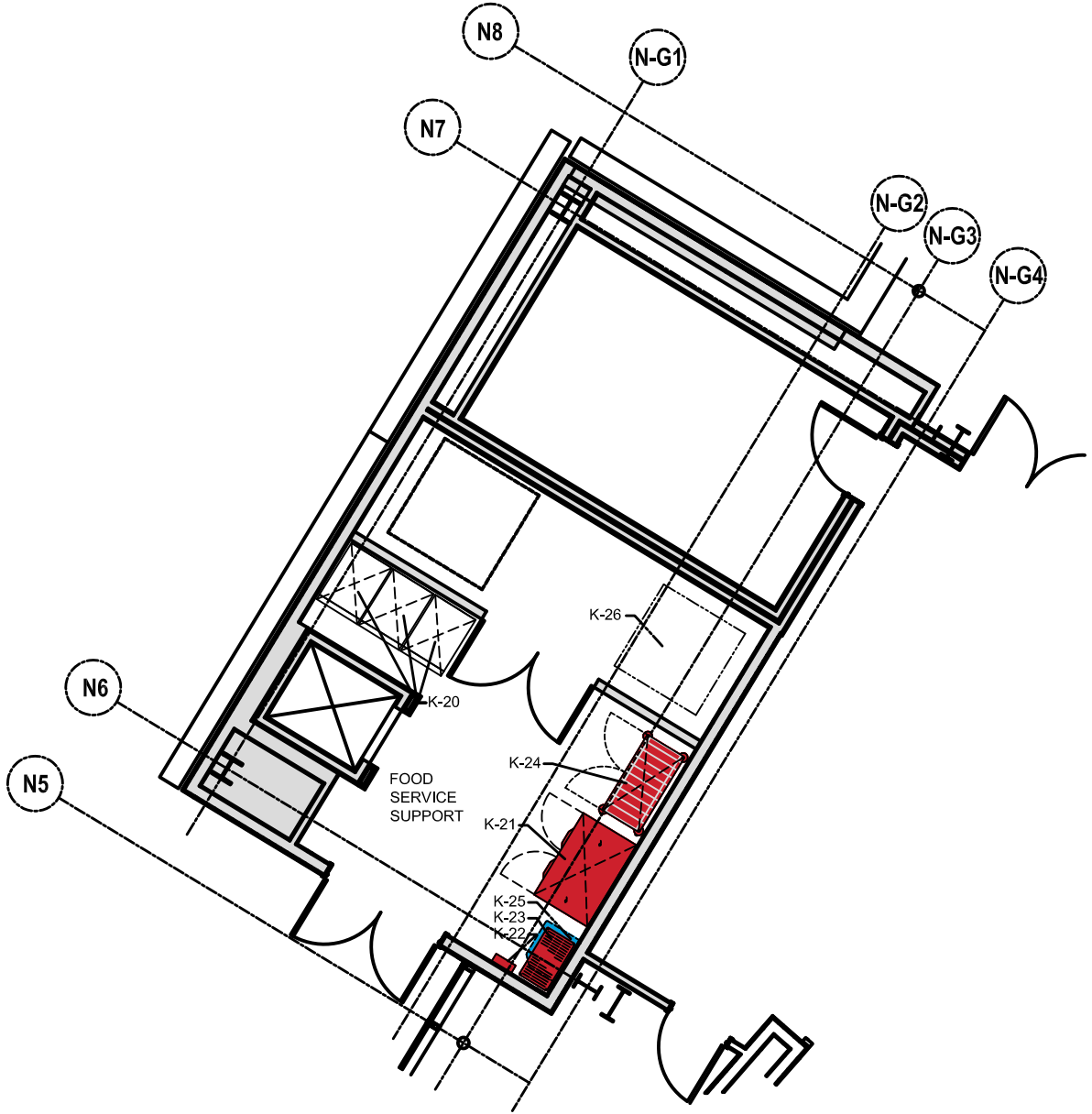
Exhibit "A": Food Facility Floor Plan
Exhibit "B": Insurance Requirements

EXHIBIT 'A'



1 EQUIPMENT FLOOR PLAN - SECOND LEVEL CAFE

EXHIBIT 'A'



1 EQUIPMENT FLOOR PLAN - FIRST LEVEL FOOD SERVICE SUPPORT

EXHIBIT 'A'

EQUIPMENT SCHEDULE

ITEM	QUANTITY	DESCRIPTION	REMARKS
K-1	1	DELI DISPLAY CASE	IN PROJECT
K-2	1	BAKERY DISPLAY CASE	IN PROJECT
K-3	1	FRONT COUNTER	IN PROJECT
K-4	1	POINT-OF-SALE SYSTEM	BY VENDOR/OPERATOR
K-5	1	BARISTA COUNTER WITH SINK	IN PROJECT
K-6	1	ESPRESSO MAKER	BY VENDOR/OPERATOR
K-7	1	WORK COUNTER	IN PROJECT
K-8	1	COFFEE BREWER	BY VENDOR/OPERATOR
K-9	1	REFRIGERATED DRAWER	SUBJECT TO VENDOR/OPERATOR REVIEW AND ACCEPTANCE
K-10	2	SOUP WELL	SUBJECT TO VENDOR/OPERATOR REVIEW AND ACCEPTANCE
K-11	1	ICE/SODA DISPENSER	SUBJECT TO VENDOR/OPERATOR REVIEW AND ACCEPTANCE
K-12	1	TOASTER	BY VENDOR/OPERATOR
K-13	1	MICROWAVE OVEN	BY VENDOR/OPERATOR
K-14	1	PREPARATION SINKS	IN PROJECT
K-15	1	UNDERCOUNTER UTENSIL WASHER	IN PROJECT
K-16	1	SCULLERY SINK	IN PROJECT
K-17	1LOT	WALL CABINET	IN PROJECT
K-18	1	DISPLAY COUNTER	SUBJECT TO VENDOR/OPERATOR REVIEW AND ACCEPTANCE
K-19	1	HAND SINK ASSEMBLY	IN PROJECT
K-20	4	SERVICE CART	IN PROJECT
K-21	3	REFRIGERATOR	BY VENDOR/OPERATOR
K-22	1	SODA SYSTEM	BY VENDOR/OPERATOR
K-23	1	SODA SYSTEM RACK	BY VENDOR/OPERATOR
K-24	1	SECURITY SHELVING UNIT	BY VENDOR/OPERATOR
K-25	1	SATELLITE ICE MAKER	SUBJECT TO VENDOR/OPERATOR REVIEW AND ACCEPTANCE
K-26	1	REMOTE REFRIGERATION SYSTEM	IN PROJECT

EXHIBIT “B”

Insurance Requirements

Certificates of Insurance. Tenant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Insurance certificates must be approved by City’s Risk Manager prior to execution of this Lease by the City. Current certification of insurance shall be kept on file with City at all times during the term of this Lease.

Signature. A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s Risk Manager.

Coverage Requirements.

Workers’ Compensation Coverage. Tenant shall maintain Workers’ Compensation Insurance at statutory limits and Employer’s Liability Insurance at One Million and 00/100 Dollars (\$1,000,000.00) for his or her employees in accordance with the laws of the State of California. Any notice of cancellation or non-renewal of all Workers’ Compensation policies must be received by City at least thirty (30) calendar days (ten (10) calendar days written notice of non-payment of premium) prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for all losses that relate in any way to this Lease.

General Liability Coverage. Tenant shall maintain commercial general liability insurance in an amount not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage, including without limitation, contractual liability. If commercial general liability insurance or other form with a general aggregate limit is used, either the general

aggregate limit shall apply separately to the work to be performed under this Lease, or the general aggregate limit shall be at least twice the required occurrence limit.

Automobile Liability Coverage. Tenant shall maintain automobile insurance covering bodily injury and property damage for all activities of the Tenant arising out of or in connection with the services to be performed under this Lease, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than Two Million Dollars and 00/100 Dollars (\$2,000,000.00) combined single limit for each occurrence.

Fire and Extended Coverage. Tenant shall maintain fire and extended coverage insurance, together with insurance against vandalism, theft and malicious mischief, on the improvements and fixtures, alterations, trade fixtures, signs, equipment, personal property and inventory on or upon the Premises from loss or damage to the extent of their full replacement value.

Tenant shall maintain loss of rent insurance insuring that the Rent will be paid to City for a period up to six (6) months if the Premises are destroyed or rendered unusable or inaccessible for commercial purposes by a risk insured under a special form property coverage policy including vandalism and malicious mischief endorsements.

Endorsements. Each insurance policy shall be endorsed with the following specific language:

The City, its elected or appointed officers, officials, employees, agents and volunteers, and the State of California, its elected or appointed officers, officials, employees, agents and volunteers, are to be covered as additional insureds, with respect to liability arising out of work performed by or on behalf of the Tenant.

This policy shall be considered primary insurance as respects to City, its elected or appointed officers, officials, employees, agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Tenant's operations or services provided to City. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and not contributory with the insurance provided hereunder.

This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, agents and volunteers.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, by either party except after thirty (30) calendar days (ten (10) calendar days written notice of non-payment of premium) written notice has been received by City.

Additional Insurance. Tenant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Subcontractors. In the event Tenant subcontracts, the contract between Tenant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Tenant is required to maintain pursuant to this Section.