



staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: *BM* P.J. Mellana, Director of Parks and Recreation

SUBJECT: Consideration and possible action to approve the issuance of a Request for Proposals (RFP) from interested parties to provide Catering services for the City of Bellflower at the Bellflower Events Center and Fire Museum.

DATE: November 14, 2016

EXECUTIVE SUMMARY

The new Bellflower Events Center and Fire Museum is expected to be completed and operational in late 2017. Securing a proven caterer for the operations of the facility is a top priority. Staff is seeking to circulate a Request for Proposals (RFP) from qualified catering/concessionaire service providers.

RECOMMENDATION TO CITY COUNCIL

- 1) Authorize the City Manager to issue a Request for Proposals from catering/concessionaire service providers; or
- 2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

None

DISCUSSION

Attached is a draft Request for Proposals (RFP) seeking proposals for catering/concessionaire services for the Bellflower Events Center and Fire Museum. The intent of the RFP is to seek responses from qualified persons and businesses interested in performing catering services. The RFP provides an opportunity for the City to conduct on-site visits to evaluate proposers' physical plants, standards, and capacity to perform the necessary functions of a full-service catering operation; requires several detailed submittals; and also requires a pre-proposal meeting to clarify the RFP and the City's expectations from a future catering service provider.

Upon approval by the City Council, the City Manager's Office will distribute the RFP to qualified parties.

ATTACHMENT

Draft Request for Proposals (RFP) for Events Center Catering Services2

REQUEST FOR PROPOSALS

CITY OF BELLFLOWER

CATERING & CONCESSIONS SERVICES
FOR CITY OF BELLFLOWER
EVENTS CENTER AND FIRE MUSEUM



DATE OF ISSUE: Wednesday, November 16, 2016

NOTICE IS HEREBY GIVEN the City of Bellflower (City) will receive proposals for providing long-term and exclusive catering and concessions services for the newly designed City of Bellflower Events Center and Fire Museum scheduled to open late 2017.

TABLE OF CONTENTS

SECTION ONE – Introduction and Instructions

- 1.01 Purpose of the Request for Proposal (RFP)
- 1.02 Contact Person, Pre-Proposal Meeting, RFP Submittal Deadline
- 1.03 Agreement, Terms and Process Timeline
- 1.04 Request for Information (RFI) Process
- 1.05 Subcontractors
- 1.06 Right of Rejection
- 1.07 Authorization and Certification

SECTION TWO – Standard Proposal Information

- 2.01 City Inspection of Proposer's Site
- 2.02 Discussions with Proposers
- 2.03 Evaluation Criteria
- 2.04 Notice Regarding Public Records Act
- 2.05 Service Level Requirements
- 2.06 City Alternate Food and Beverage Sources
- 2.07 Joint-Use Facility

SECTION THREE – General Agreement Information

- 3.01 Agreement/Contract Type
- 3.02 Scope of Services Provided by the Caterer
- 3.03 Scope of Services Provided by the City
- 3.04 Consideration/Fees
- 3.05 Insurance Requirements
- 3.06 Bid Bond

SECTION FOUR – Required Content for Submission

- 4.01 Introduction
- 4.02 Financial Information
- 4.03 Client References
- 4.04 Marketing Strategy
- 4.05 Menus and Pricing
- 4.06 Statement of Qualifications
- 4.07 Additional Requirements
- 4.08 Review of Proposals

TABLE OF CONTENTS (2)

SECTION FIVE – Submission Documents and Checklists

- 5.01 Company Name & Address
- 5.02 Company Type
- 5.03 Bonding Company Information
- 5.04 Financial Information
- 5.05 Client References
- 5.06 Vendor Tax ID
- 5.07 Marketing Strategy
- 5.08 Menus and Pricing
- 5.09 Consideration/Fee % Structure the Caterer Proposes to Pay the City
- 5.10 Obligations Imposed by Law
- 5.11 Authorization to Release Information
- 5.12 Affidavit to Accompany Proposal

APPENDIX 1: DRAFT AGREEMENT/CONTRACT AND ATTACHED EXHIBITS

SECTION ONE

Introduction and Instructions

1.01 - Purpose of the RFP

The City seeks a proven Caterer/Concessionaire to provide a “turn-key” food and beverage operation at the soon-to-be-built City of Bellflower Events Center and Fire Museum (Facility) located at 16400 Bellflower Boulevard. The Facility will be a major focal point of Downtown Bellflower. The 24,000 square foot City-owned Facility will be a dual purpose facility, serving as the new Los Angeles County Fire Museum location (housed on the first floor) and an Events Center on the second floor designed to host events such as wedding receptions, corporate/private functions, quinceaneras, etc.

The 12,000 square foot upper level is designed to accommodate a maximum of 300 seated guests for events. The upper level will be accessed through the lobby entrance on the Bellflower Boulevard side via a large decorative staircase designed for public use. There is also a public elevator located in the lobby as well. The large banquet room will accommodate 300 seated guests or can be divided into two separate, smaller banquet rooms that will have the ability to host two separate events simultaneously. A large pre-function area is located directly outside the banquet room and will feature a full bar service facility, office/storage space and restrooms. A commercial grade kitchen will also be located on the upper floor and will include a service elevator for deliveries, separate restroom facilities for staff, storage for both food items and banquet equipment. It is expected that the successful Caterer will have a main base of operations off-site and will do the finishing and serving of food from the kitchen facility.

The facility is scheduled to break ground in Fall 2016 and is expected to be completed and operational in late 2017. The successful Caterer will be responsible for all facets of the food and beverage business including the booking of the facility, marketing the facility to generate and build sales, management of catering personnel and providing full catering services for meetings, banquets and special events for the Bellflower community.

The successful Caterer must have the capability to provide a “one-stop-shop” for potential clients, including the ability to serve as a liaison for competitive pricing referrals for other optional services such as floral and photography. These functions should not serve as a pre-requisite for bookings, but rather tie in with the City’s potential future plans to create an outdoor venue/setting to handle weddings and similar celebratory events. Should the City move forward with the aforementioned plans, the successful Caterer may be sought for planning purposes.

1.02 - Contact Person, Pre-Proposal Meeting, RFP Submittal Deadline

Proposers must submit five copies of their proposal to the City in a sealed envelope and addressed as follows:

City of Bellflower
Attention: Mayra Ochiqui, City Clerk
16600 Civic Center Drive
Bellflower, CA 90706
City of Bellflower Catering & Concessions Services Proposal

A mandatory pre-proposal meeting will be held at the City of Bellflower City Hall 16600 Civic Center Drive, Bellflower, California 90706 in the City Council Chamber Chambers on Thursday, January 12, 2017, from 9:00 to 10:00 a.m. Attendance is required for all proposers.

Proposals will be received at the City Clerk's Office, 16600 Civic Center Drive, Bellflower, CA, 90706 until 2:30 p.m. on Monday, January 30, 2017. All proposals must be clearly marked, "**CITY OF BELLFLOWER CATERING & CONCESSIONS SERVICE PROPOSAL,**" and be delivered to the City Clerk's Office during the business hours of 8:00 a.m. to 5:30 p.m., Monday through Thursday, and 8:00 a.m. to 4:30 p.m. every other Friday, except holidays and those Fridays on which City Hall is closed. **MAILED and/or FAXED PROPOSALS WILL NOT BE ACCEPTED.** Late proposals will not be opened or accepted for evaluation. The City reserves the right to extend the deadline at its option. Proposers may only submit one proposal for evaluation. No alternates will be allowed. The City is not responsible for costs related to the preparation or submittal of the Proposal.

1.03 - Agreement, Terms and Process Timeline

The Agreement is a contract between the successful Caterer and the City of Bellflower for exclusive operation of a full catering service at the Bellflower Events Center under set conditions and requirements. A copy of the Draft Agreement (Contract) is included at the end of this RFP as Appendix 1. The selected proposer must be willing to accept the terms of the Agreement.

The term and work schedules included with this RFP represent the City's best estimate of timetables given by the City's contractor. The City is not responsible for delays caused by weather, sub-contractor delays or any other factor not within its power.

It is expected that the successful Caterer begin its role not less than six months out from the projected opening date of the Facility, for purposes of implementing its marketing plan and begin selling events (based on timetables provided by the Contractor). It is also expected that the Caterer will have a manager and/or

salesperson on site not less than 30 days from projected opening date. If the opening date is to be in late 2017, the City will allow the Caterer to delay its general operations until January 2018, to ensure that all facets of preparation are in place. A possible exception to this is a Grand Opening event attended by City and Fire Department personnel and other dignitaries.

The length of the Agreement will be for two years, commencing on an agreed-upon date six months prior to the Contractor's estimated date of completion. The City would have 2-5 year extension options that could be exercised in its sole discretion.

The timeline of the RFP is as follows:

- a) RFP issued – Wednesday, November 16, 2016
- b) Mandatory Pre-Proposal Meeting – Thursday, January 12, 2017
- c) Proposals due – Monday, January 30, 2017
- d) Interviews – February 2017
- e) City selection of Caterer – Spring of 2017

1.04 - Request for Information (RFI) Process

Any comments or questions related to the RFP must be formally submitted as a Request for Information (RFI) and made in writing (by either letter or email) during the established Request for Information (RFI) period and sent to the following:

Randi Stover, Assistant to the City Manager
Bellflower City Hall
16600 Civic Center Drive
Bellflower, CA 90706
Email: rstover@bellflower.org

RFI's pertaining to the Request for Proposals will be accepted until Wednesday, January 19, 2017 at 2:30 p.m. **Any questions received outside of the RFI period will not be answered.**

Any necessary amendments made to the RFP based on a proposer's inquiries will be provided to all proposers that attend the mandatory pre-proposal meeting.

1.05 - Subcontractors

Subcontractors must be pre-approved by the City in writing.

1.06 - Right of Rejection

Proposers must comply with all of the terms of the RFP and all applicable local, State and federal laws, codes and regulations. The City can reject any proposal

that does not comply with all of the terms, conditions and performance requirements of the RFP.

Proposers cannot restrict the City's rights or qualify their proposal. If a Proposer does so, the City may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The City reserves the right to waive technical errors or matter considered trivial, negligible or immaterial in nature, if to do so is in the best interest of the City.

1.07 - Authorization and Certification

An individual authorized to bind the Proposer to the provisions of the RFP must sign the Proposal.

By their signature(s) on the RFP, Proposers certify that they comply with:

- a) The laws of the State of California
- b) The applicable portion of the Federal Civil Rights Act of 1964
- c) The Equal Employment Opportunity Act and its regulations
- d) The Americans with Disabilities Act of 1990 and its regulations
- e) All terms and conditions set out in this RFP
- f) A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury
- g) That their offers will remain open and valid for at least 90 days

If a proposer that fails to comply with any of (a) through (g) above, the City reserves the right to reject the proposal or terminate the Agreement.

SECTION TWO Standard Proposal Information

2.01 - City Inspection of Proposer's Site

The City reserves the right to conduct on-site visits to evaluate the Proposer's physical plant, its standards and capacity to perform the terms of the Agreement. Proposers must agree, at risk of being found non-responsive and having their proposal rejected, to provide the City reasonable access to relevant portions of the work site, including food prep and event areas managed by the Proposer. On-site visit(s) will be unannounced, for purposes of gaining an honest evaluation of work site habits. Inspections are to be done by persons designated by the City Manager at the expense of the City.

2.02 - Discussions with Proposers

The City may conduct informal interviews with Proposers for the purpose of clarification. The purpose of these talks will be to ensure full understanding of the requirements of the RFP and proposal.

2.03 - Evaluation Criteria

Evaluation of proposals will be based solely on these factors (list is not prioritized):

- a) Completeness of the submitted proposal
- b) Quality of the product and service based on surveys of customer experience, including reference interviews, social media reviews, proposer site observations made by individuals in paragraph 2.01, and the experience of on-site management to be selected by the proposer
- c) Financial strength and stability of the business/proposer
- d) Pricing of products and services
- e) Overall marketing plan submitted for the promotion of the Bellflower Events Center
- f) Consideration/Fee percentage structure offered/bid by Caterer to the City
- g) Client references/reference check

2.04 - Notice Regarding Public Records Act

Documents submitted in response to this RFP are subject to public disclosure as permitted by the California Public Records Act. Responses become the exclusive property of the City of Bellflower. At such time as City Staff recommends approval of an agreement to the City Council, and such recommendation appears on the Council's Agenda, all proposals submitted in response to this RFP become a matter of public record. Exceptions will be those elements of each proposal, as defined in California Government Code Section 6254.7 and which are marked "Trade Secret," "Confidential," or "Proprietary; the City will make its best efforts to avoid disclosure of any records so marked, but the City shall not in any way be liable or responsible for the disclosure of any such records. The City shall not voluntarily disclose customer-related or financial information.

2.05 - Service Level Requirements

The primary goal of the City and the Bellflower Events Center is to provide outstanding service to clients and attendees of the events in the facility, to exceed customer expectations, to encourage their return to the facility and to enhance the City's goal of establishing the Bellflower Events Center as a premier meeting facility. The food service operation is a critical component of meeting this objective: Providing the highest level of service and product selection at competitive prices.

2.06 - City Alternate Food and Beverage Sources

The City reserves the right to allow food and beverage to be brought into the Bellflower Events Center for City-sponsored functions, and/or, functions approved by the City Manager or his/her designee. This food and beverage will be served independent of the resident Caterer. The City also reserves the right of serving novelty food items as part of exhibits or conferences scheduled at the Bellflower Events Center, i.e., (cookies, candy handouts, food samples.) In addition, when an event is not scheduled, the City reserves the right to utilize the City-owned kitchen at its discretion, subject to approval by the City Manager or his/her designee.

2.07 - Joint-Use Facility

The facility has unique operations with a total of three partners: The City of Bellflower (owner), the County of Los Angeles Fire Museum Association (CLAFMA) (first floor tenant), and the yet-to-be determined Caterer (second floor tenant). All three entities must work in harmony and efficiently to provide the best possible experience for clients/customers.

The final agreement related to this Request for Proposal will include language specifying a number of dates that both the City and CLAFMA will (1) be allowed to use the Bellflower Events Center for functions and (2) have the first right of refusal on specified dates. CLAFMA's usage is to be guided by the attached agreement.

At no cost to the City or the attendees, the Caterer must make the Bellflower Events Center area available for a designated number of City-sponsored events per calendar year (such as receptions or other designated events). The designated number will be mutually agreed to. Should the City choose to utilize food and beverage services from the Caterer, the City will negotiate with the Caterer a fee for use of such services. The Caterer and CLAFMA will provide each other with reasonable notice in the event of a booking or intent to book the second floor of the Bellflower Events Center.

SECTION THREE Agreement Information

3.01 - Agreement/Contract Type

This is to be an agreement between the Caterer and the City of Bellflower, for exclusive operation of a full catering service at the Bellflower Events Center, under set conditions and requirements.

The City's goals for partnering with the Caterer are to maximize the financial performance of appropriate City resources in a manner consistent with the public and City interests.

3.02 - Scope of Services Provided by the Caterer

The scope of services provided by the Caterer includes the following:

- a) Marketing and booking of functions, including promotion and advertising, subject to City approval.
- b) Proper personnel staffing for bookings, facility rentals, sales, food production, service, set-up, tear-down, event/facility supervision, and cleanup.
- c) Complete responsibility for ongoing custodial – related issues of the Bellflower Events Center facility, including restrooms, kitchen, lobbies and dining areas.
- d) Strict adherence to the highest food-handling standards
- e) Ongoing cleanliness duties and schedules that go beyond the basic expectations of the Health Department (See Appendix 1 for further explanation).
- f) Easily accessed event accounting functions that tie in with the City's own accounting software.

3.03 - Scope of Services Provided by the City

During the term of the Agreement, the City will provide and maintain, for the use of the Caterer as well as its own use, the following:

- a) Tables, stacking chairs, carts, dollies and hand trucks
- b) Kitchen service equipment and basic wares
- c) Audiovisual equipment
- d) All utilities, including natural gas, electricity, water and refuse removal
- e) Building maintenance, excluding custodial/janitorial responsibilities
- f) Scheduled pest control
- g) Office space for catering manager/sales
- h) Facility improvements as deemed necessary
- i) Facility booking software program that is compatible and easily accessed by designated City personnel.
- j) IT support for City-owned computer hardware and software
- k) Staff liaison

3.04 - Consideration/Fees

The Caterer agrees, in consideration of the exclusive privilege herein granted, to propose and agree to a competitive fee structure. The City will derive its revenue from this facility based upon the fees that it will collect from the selected caterer. The City is requesting that proposers state a proposed structure and amount for

fees to be paid to the City. For example, a proposed fee structure may be structured as monthly flat rate, a percentage of gross sales, or combination of the two.

Any and all proposed fee structures must take into account and outline the following categories:

- a) All food sales and non-alcoholic beverages
- b) All alcoholic beverage sales
- c) Any and all set-up and tear-down fees and any other products or services not included in (a) or (b)

All calculations for "Gross Sales," will be calculated less sales tax and gratuities.

Regardless of proposed fee structure, respondents to this Request for Proposal must provide projected sales and consideration numbers for the first two years of being open. Should the Agreement be extended to a third, fourth or fifth year, the consideration or percentage may be negotiated at that point in time by the Caterer and the City.

The Caterer further agrees to pay the City \$100 per month for each of any Caterer's (or City's) computers connected to the City's network for the Catering operation.

3.05 - Insurance Requirements

The selected caterer must provide the required insurance as stated in Article 13 of the Draft Agreement (Appendix 1).

3.06 - Bid Bond

Proposers must obtain a bid bond and submit it with their proposal. The amount of the bid bond is five thousand (\$5,000.00) dollars. If a proposer that is selected fails to deliver a fully executed Agreement, the bid bond will be forfeited to the City. Proposals submitted without a bid bond will be rejected. Proposers that are not selected will have their bid bond returned by the City within thirty (30) days.

SECTION FOUR Required Content for Submission

4.01 - Introduction

Proposals must include the complete name and address of their firm, including any extra mailing addresses; the telephone number of the person the City should contact regarding the proposal is also to be included.

Proposals must be signed by a company officer empowered to bind the company. A Proposer's failure to include any of these items may be cause for determining that the proposal be rejected.

4.02 - Financial Information

The proposal must include the following information:

- a) Dun & Bradstreet Report or similar credit rating information
- b) Bank credit references
- c) Verification of corporate registration/partnership with the State of California
- d) A summary of annual sales volume for the past two years
- e) Two years of audited financials (balance sheet and income statement)
- f) Current year unaudited financials (balance sheet and income statement)

4.03 - Client References

Proposal must include the following (all clients served within the last 12 months):

- a) Three reference letters from private clients/individuals
- b) Three reference letters from corporate clients
- c) Two reference letters from community groups/non-profit organizations
- d) Customer contact sheet (including name, phone number, type of event, date of event, location, attendance and contract amount) for all events for July and August of 2016. Evaluation team will conduct a random survey of customers from these lists.
- e) Landlord reference contact information

4.04 - Marketing Strategy

Proposer will provide a detailed outline of a marketing strategy for the Bellflower Events Center, including any relatable history of having opened a similar venue from the start. The Marketing Plan must include how the Caterer proposes (at its own expense) to promote and advertise the Bellflower Events Center and the catering services therein. Included within the Marketing Plan shall be a proposed budget as well as sample advertisements used in support of similar past operations conducted by the Caterer. The proposer shall also include a plan for establishing a unique website for the Bellflower Events Center.

4.05 - Menus and Pricing

Proposer will submit any catering menus that are deemed to be a good fit for the Bellflower Events Center and its potential clients, including pricing for food and drink. Any other concession charges or fees associated with a client booking are also to be included.

4.06 - Statement of Qualifications

Each prospective Caterer must present a statement of qualifications detailing the company's ability to perform the necessary work, as well as copies of business tax and other licenses required to operate as a Caterer (see Appendix 1). Respondents must also provide copies of invoices from several events served the same day in order to demonstrate their ability to handle multiple events at the same time.

4.07 - Additional Requirements

In addition to the above requirements, the respondent is encouraged to provide any additional information, literature or brochures describing operational abilities, experience, training programs and employment capabilities. Respondent is also encouraged to detail and outline potential challenges and/or opportunities that may be anticipated in an operation of this nature.

4.08 - Review of Proposals

Proposals will be evaluated using the criteria set in **SECTION TWO - 2.03**. Any other submittals beyond those requested in **SECTION FIVE** will not be considered in the evaluation process. The City of Bellflower may reject any and all bids and waive immaterial errors and/or discrepancies, if to do so is in the best interest of the City.

SECTION FIVE Submission Documents (and Checklists)

5.01 - Company Name & Address

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Federal Tax ID: _____

Contact Person: _____

5.02 - Company Type (Check one and fill in if applicable)

Corporation _____ Individual _____ Partnership _____

Date of Incorporation: _____ State _____

President's Name: _____

5.03 - Bonding Company Information

Name: _____

Address: _____

Agent: _____

Phone Number: _____

5.04 - Financial Information

Primary Bank Reference

Name: _____

Address: _____

Phone Number: _____ Contact: _____

Checklist

- Bank Credit Reference(s)
- Dun & Bradstreet Report
- Verification of corporate registration or partnership with State of California
- Summary of annual sales volume for past two years
- Last two years of audited financials
- Current year unaudited financials

5.05 - Client References

Checklist

- Three reference letters from private clients/individuals
- Three reference letters from corporate clients
- Two reference letters from community groups/non-profit organizations
- Customer contact sheet (see 4.03-d)
- Landlord reference contact information

5.06 - Vendor Tax ID

- A valid vendor tax ID is to be submitted with the proposal.

5.07 - Marketing Strategy

Checklist

- Outline of marketing strategy/plan for opening new venue
- Existing sample marketing materials to be used for Bellflower Events Center
- Website plan

5.08 – Menus and Pricing

Checklist

- Menus and pricing
- Existing sample contracts/facility use agreements related to customer bookings and billings.

5.09 - Consideration/Fee % Structure the Caterer Proposes to Pay the City

The Caterer to provide proposed structure for fees paid to the City of Bellflower as described in Section 3.04 of this RFP.

5.10 - Obligations Imposed by Law

List any legal claims or bankruptcy actions filed within the last ten years against the proposer of this RFP:

5.11 - Authorization to Release Information

I hereby authorize the release of all financial information, credit information, customer information and landlord information to the City of Bellflower as said items relate to my interest in securing an agreement with the City. This form may be reproduced (or photocopied) as my consent to release financial and credit data; to survey the customers on the list provided as part of the RFP process; and to survey tenant/landlord history for rent payment and contract compliance. The authorization shall expire ninety days following the date signed.

Print name here: _____

Signature and date: _____

Financial Institution: _____

Account number and type: _____

Account number and type: _____

Landlord/Contract Manager name: _____

Telephone number: _____

5.12 - Affidavit to Accompany Proposal

I, _____, being first duly sworn,
(Print name)

deposes and states that I am _____,
(Insert company title)

and submit herewith to the City of Bellflower the attached proposal.

Affiant deposes and states that the proposal is genuine; that the statements made are true; that such proposal was not made in the interest of any other individual or company not therein named or disclosed.

Affiant deposes and states that the proposer has not directly or indirectly by communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Bellflower, or any other proposer or party interested in the draft agreement, for purposes of securing an advantage over any other proposer.

I understand and agree that any falsification in this affidavit will be grounds for rejection of this proposal.

I certify under penalty of perjury under the laws of the State of California that the foregoing is correct and true.

PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARY'S SEAL.

Signature

REMAINDER OF EXHIBITS
AND
ATTACHMENTS
MAY BE VIEWED IN
THE
CITY CLERK'S OFFICE