

COUNTY OF SANTA BARBARA
GENERAL SERVICES DEPARTMENT
OFFICE OF REAL ESTATE SERVICES
1105 SANTA BARBARA STREET, 2ND FLOOR
SANTA BARBARA, CALIFORNIA 93101-6065

REQUEST FOR PROPOSALS

Notice is hereby given that proposals are being requested to lease and operate a **FOOD SERVICE CONCESSION AT THE COUNTY BETTERAVIA GOVERNMENT CENTER, 2125 SOUTH CENTERPOINTE PARKWAY, SANTA MARIA, CALIFORNIA 93455**, per the attached specifications. Proposals will be received in the General Services Department/Office of Real Estate Services, located at 1105 Santa Barbara Street, 2nd Floor, Santa Barbara, California, until **3:00 p.m., Thursday, September 17, 2009**. At this date and time all proposals will be publicly opened in the General Services Department/Office of Real Estate Services. Only the names of the Proposers will be read aloud. If further information is needed, please contact Connie Smith, Real Property Agent, at (805) 568-3097.

All Proposers must attend a MANDATORY Job Walk scheduled for September 14, 2009, from 2:00 p.m. to 3:00 p.m. We will meet in the lobby of 2125 S. Centerpointe Pkwy. promptly at 2 p.m. All persons will sign in prior to commencement of the job walk.

ALL proposals should be submitted in a sealed envelope and addressed as follows:
“Proposal to Lease and Operate a Food Service Concession at the County Betteravia Government Center”

Santa Barbara County General Services Department
Office of Real Estate Services Attn: Connie Smith
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101-6065

It is the responsibility of the Proposer to see that any proposals submitted shall have sufficient time to be received by the General Services Department/Office of Real Estate Services prior to the proposal opening time. **Late proposals will be returned to the Proposer unopened.**

The receiving time in the General Services Department/Office of Real Estate Services will be the governing time for acceptability of proposals. Proposals will not be accepted by telephone, facsimile, or email. **ALL PROPOSALS** must bear original signatures and figures.

Connie Smith, Real Property Agent
Office of Real Estate Services
Santa Barbara County General Services Department

A. INTRODUCTION

The County of Santa Barbara/General Services Department is seeking a corporation, business, or individual to lease and operate a food service concession at the County Betteravia Government Center/Social Services Bldg., located at 2125 South Centerpointe Parkway, Santa Maria, California 93455. The proposed premises consist of approximately 780 square feet within the building and include an outdoor patio area (see Attachment #1 – Vicinity Map; and Attachment #2 – Site Plan).

Background: During the planning phase for the construction of the Betteravia Government Center in Santa Maria, an employee lounge/cafeteria was included as an improvement after construction. Subsequently, the County underwent a Request For Proposal process for the construction, operation and maintenance of a food service concession. On March 9, 1992, the County Board of Supervisors approved a LEASE AND CONCESSION AGREEMENT for a term of twelve (12) years and included two (2) renewal options of 3-years each. This Agreement is scheduled to expire on March 31, 2010.

Business Terms

Following the selection of a proposal by the County General Services Department, the Office of Real Estate Services staff will negotiate a concession agreement with the selected party based on the following terms. The final concession agreement will be subject to approval by the County Board of Supervisors.

1. **Proposed Term:** Initial term of up to 5 years, with the possibility of an option to extend, depending on amount of capital improvement investments planned for the facility.
2. **Proposed Percentage Rent:** 8% minimum (monthly gross receipts).
3. **Proposed Minimum Monthly Rent:** \$1,000 per month.
4. **Required Insurance:** Concessioner shall provide Workers' Compensation and Employers' Liability Insurance to cover all concessioners' staff while performing any work incidental to the performance of the concession agreement. General and Automobile Liability Insurance shall be provided with coverage limits not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. All insurance coverages are to be placed with insurers which: (1) have a Best's rating of no less than A:VII; and (2) are admitted insurance companies in the State of California.
5. **Hours of Operation:** Concessioner shall be open for business daily, Monday through Friday, from at least 6:00 a.m. to 6:00 p.m. Business shall operate five (5) days a week, except on County recognized holidays when the building is closed.

A sample concession agreement, which contains most of the standard terms and conditions required by the County for a concession, is available at the General Services Office of Real Estate Services, 1105 Santa Barbara Street, 2nd Floor, Santa Barbara, CA, or online at

<http://www.countyofsb.org/gs/default.aspx?id=5788>. **It is the responsibility of the Proposer to review the concession agreement, examine the economic environment, and conduct such further investigations as are necessary or appropriate to ensure that the nature of the undertaking and the obligations to be assumed by the Proposer are fully understood.**

B. GENERAL REQUIREMENTS

1. General

The intent of this Request for Proposal (RFP) is to result in a concession agreement for a food service concession at the County Betteravia Government Center located at 2125 South Centerpointe Parkway in Santa Maria. The evaluation of the responses and award of any resulting contract will be in conformance with the rules of this section and applicable State law and County policy. A Proposer's submitted proposal is an irrevocable offer valid for ninety (90) days following the closing date for receipt of proposals. This RFP includes, in addition to an explanation of the County's needs (which must be met), instructions which prescribe the format and content of the proposal to be submitted.

2. Examination of the Request for Proposal

Proposers should carefully examine the entire RFP and addenda thereto, if any, and should become fully aware of the nature of the services to be provided.

3. Questions Regarding the RFP

If further information is needed, please contact Connie Smith, Real Property Agent, in the General Services Department/Office of Real Estate Services at (805) 568-3097.

If it becomes evident that this RFP must be amended, a formal amendment will be issued to the Proposers and, if necessary, a new proposal due date will be established.

Verbal communications from County staff concerning the RFP are not binding on the County and shall in no way excuse the successful Proposer of obligations as set forth in the RFP, unless the RFP has been formally amended.

4. Mandatory Job Walk

All proposers must attend the Mandatory Job Walk on September 14, 2009 from 2 p.m. to 3 p.m. A "Sign-In" sheet will be available at the Job Walk and all persons attending will be required to sign in.

C. STEPS OF PROPOSAL DEVELOPMENT AND REVIEW

1. Submittal of Proposals

a. Preparation

The proposal must be complete in all respects as required in these specifications (described in detail in section entitled "PROPOSAL CONTENTS" on page 6 of this RFP). A proposal is to be prepared in such a way as to provide a straightforward and concise discussion of the Proposer's ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

b. Proposer's Cost

The cost of developing a proposal is the responsibility of the Proposer and is not chargeable to the County.

c. Signatures

Proposals shall be on Proposer's letterhead and signed by an individual(s) who is/are authorized to bind the Proposer contractually. The Proposer must not include any limiting statements in its proposal that would preclude the proposal from being held as an irrevocable offer for at least ninety (90) days after the date the proposals are to be received. An unsigned proposal will be rejected.

d. Terms

Proposal shall not include terms which conflict with the terms of this RFP – "Proposal to Lease and Operate a Food Service Concession at the County Betteravia Government Center."

e. Delivery of Proposal

Sealed proposals will be received by the Santa Barbara County General Services Department/Office of Real Estate Services until **3:00 p.m., Thursday, September 17, 2009**, at which time they will be publicly opened. The names of the Proposers will be read aloud by the General Services Department/Office of Real Estate Services, or a designee. No other information will be given at that time. Proposals received after that time will be returned to the Proposer unopened.

2. Mandatory Requirements

These instructions prescribe the proposal format and the approach for the development and presentation of proposal data. Format instructions must be adhered to. All requirements and questions in the RFP must be met and/or responded to and all requested data must be supplied.

3. Proposal Format

Respond to all information requested in this RFP. Brochures and advertisements will not be accepted as a substitute for these requirements.

A qualifying proposal must address all items.

4. Submittal and Selection Process

The County reserves the right to award the contract to the Proposer whose proposal is in the best interest of the County, as determined by the County. The basis of the award shall be, but is not limited to, the following criteria:

- a. Qualifications of Proposer – Business history and experience, type of legal entity with whom the County would contract, etc.
- b. Project Management – Qualifications of project manager.
- c. Results of credit, business, and personal reference checks.
- d. Capital Improvement Plans – Proposer’s plans for improving the facility to enhance current and future business activity and opportunities.
- e. Performance/Security Deposit – Selected Proposer will be required to submit a \$3,500 lease preparation/processing deposit to cover the cost of preparation and processing of the concession agreement by County Real Estate Services staff; and a \$5,000 good faith/performance deposit to ensure that the selected Proposer will ultimately enter into an agreement with the County. The \$5,000 good faith/performance deposit will be returned to the selected Proposer within 15 days of the date of execution of a concession agreement with the County.
- f. Any other criteria the County determines necessary for a fair and complete proposal.

Note – the above criteria is not listed in order of importance. Weighted values will be assigned to the criteria during the evaluation process.

Once an award recommendation is decided upon by the General Services Department/Office of Real Estate Services, the proposals will be available for public inspection (See Section 6. Proposal Terms).

5. Conformance to Specifications

Each proposal will be checked for the required material and information in conformance with the requirements of this RFP. These requirements are obligatory and failure to respond fully may deem the proposal non-responsive.

6. Proposal Terms

- a. Right to Reject Proposals and Waive Defects

The County reserves the right to reject all proposals or waive any technical defect or discrepancy in a proposal.

Proposal Acceptance Periods

All proposals shall remain firm for ninety (90) days following the closing date of receipt of proposals.

b. Ownership of Proposal Documents

Proposer understands that all information, documents, records, and materials submitted to the County in response to this RFP, and subsequent documents deemed necessary by the County, will become and remain irrevocably the exclusive property of the County. All information, documents, and material, with the exception of certain items that are excludable by law, will become public information and made available upon request for review to the other Proposers and the public after a selection has been made and recommended to the County Board of Supervisors.

c. Proprietary Information

Proposer should clearly designate any and all proprietary information contained in its proposal. Financial statements and tax returns will be held as confidential information and returned to Proposer following the evaluation process.

d. Rejection of Proposals

To better ensure open competition, proposals may be rejected if, in the County's determination, they show any irregularities, conditions, non-conformities, or obviously unbalanced proposals.

e. Proposals shall be in accordance with the laws of the State of California.

PROPOSAL CONTENTS

General

All proposals should include, at a minimum, the information described in the following section. The inclusion of any additional information that will assist in the evaluation is encouraged.

Proposer's Business Concept and Plan

1. Submit a description of any planned capital improvements to the facility (as referenced in "PROPOSAL EVALUATION" section on page 8).
2. Include a tentative plan for capital improvements to the facility, including a sketch of key design elements. Additionally, provide a cost estimate and timeline for completion of capital improvements to the facility. The cost estimate shall include local, state, and federal regulatory and permitting costs for any proposed capital improvements to the facility or associated structures.

3. Submit a projection of revenues and expenses for a five-year period. Identify funding/financing for capital improvement costs.
4. Submit a marketing and advertising plan for the business.
5. Submit a signed Proposer's Statement Regarding Insurance Coverage. (see Attachment #3)
6. Indicate the proposed percentage rent, minimum monthly rent, and lease term.
7. Selected Proposer to submit the County's required lease preparation/processing deposit and the good faith/performance deposit.

Proposer's Business Information

8. Provide contact information including name, address, and phone number.
9. Indicate business entity, for example – sole proprietor, partnership, corporation, etc.
10. List corporate officers (if applicable).
11. Indicate the length of time and locations at which Proposer has operated a similar business(s).
12. Provide a minimum of three (3) business and three (3) personal references.

Proposer's Financial Information

13. Submit a financial statement indicating total net worth. The statement should correspond to the most recent full calendar or fiscal year. An audited financial statement is preferred.
14. Provide a minimum of three credit references.
15. Indicate if the Proposer is involved in any litigation or other disputes that could affect its ability to execute and/or undertake this concession agreement.
16. Indicate if the Proposer has ever filed for bankruptcy or had projects that have been foreclosed. If applicable, list the dates and circumstances.
17. Submit any other documents or reports that would assist in determining the financial condition of the Proposer.
18. The County will conduct a credit check and a background check on the Proposer.

DISCLOSURES

The County will provide the lease site “as is.” The site has been used for the sale and consumption of food and beverages and the sale of small sundry items such as aspirin, vitamins, lip balm, etc. The sale of alcoholic beverages, tobacco products and lottery tickets is not allowed.

Prior to the commencement of business, the County will have installed a separate electrical meter solely for the operations of the business and Proposer will be required to reimburse County for the costs associated with the installation in the amount of \$7,000.00.

All remodeling/improvements will require the Proposer to obtain all the necessary permits and approvals required by the County’s Planning and Development Department, as well as approval by the County General Services Director, or designee, and County Architect. In addition, the Proposer will be responsible for obtaining all required permits and approvals by local, state, and federal regulatory agencies related to any remodeling and/or facility improvements. The Proposer will bear the costs of all mitigation, design, review, planning, permitting, and any other approval processes required by any local, state, or federal regulatory agencies in relation to facility improvements.

The Proposer will be required to comply with all local, state, and federal laws and regulations regarding bidding, prevailing wages, labor, and other legal mandates and requirements for any improvements made to the facility.

PROPOSAL EVALUATION

Evaluation Process and Criteria for Evaluation

Specific criteria have been established to assist the County in the evaluation of the proposals. The proposal review team may use additional criteria that they deem to be significant in selecting the best proposal.

1. Business Plan – 50 points
 - Proposed percentage rent and minimum monthly to be paid to the County
 - Days/hours of operation
 - Price structure for goods and services to be provided on site
 - Customer benefit
 - Marketing & advertising plan
2. Management – 20 points
 - Company history
 - Business experience
3. Financial Information – 20 points
 - Financial statement/financial history
 - Five-year revenue & expense projections

4. Capital Improvements – 10 points
 - Planned facility improvements
 - Description/sketch of proposed capital improvements
 - Method of financing for all proposed capital improvements
 - Method to mitigate construction impact on County employees working in the building, visitors and clients during construction

Additional Information from Proposers

The General Services Department reserves the right to request information from Proposers beyond that specified in the RFP. Proposers may be requested to appear before the proposal review team.

Qualifications of Proposal

This is not a bid solicitation and; therefore, the General Services Department is not obligated to accept any proposal or to negotiate with any Proposer. The proposal review team reserves the right to reject any or all proposals without cause or liability.

Lease Preparation/Processing Deposit

A cashier's check, in the amount of \$3,500, payable to the County of Santa Barbara, must be submitted by the selected Proposer as a concession agreement preparation/processing deposit at the time of notification of selection. These funds will be applied towards the County's cost to prepare and process the concession agreement. Any unused portion of this deposit will be returned to the selected Proposer within 15 days of the date of execution of a concession agreement with the County. Conversely, if additional funds are required to complete preparation and processing of the concession agreement, such funds shall be submitted to the County promptly upon request.

Good Faith/Performance Deposit

In addition to the concession agreement preparation/processing deposit, a cashier's check, in the amount of \$5,000, payable to the County of Santa Barbara, must be submitted by the selected Proposer as a good faith performance deposit at the time of notification of selection. This deposit will be held by the County as a performance guarantee to ensure that the selected Proposer actually enters into a concession agreement with the County. The County will hold this deposit until a concession agreement has been executed with the selected Proposer. The deposit will be returned to the selected Proposer within 15 days of the date of execution of a concession agreement with the County.

Submission Requirements

Five copies of the proposal must be submitted no later than **3:00 p.m., on Thursday, September 17, 2009**. Postmarks will not be accepted. Submit proposals to:

“Proposal to Lease and Operate a Food Service Concession at the County Betteravia Government Center”
Santa Barbara County General Services Department
Office of Real Estate Services/Attn: Connie Smith,
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101-6065

Contact Person

If the Proposers have any questions regarding the Request for Proposals, they should contact Connie Smith, Real Property Agent, at (805) 568-3097, or email cosmith@co.santa-barbara.ca.us.

Materials Available for Review

1. A sample Concession Agreement may be obtained at the County Office of Real Estate Services, 1105 Santa Barbara Street, 2nd Floor, in Santa Barbara, or online at <http://www.countyofsb.org/gs/default.aspx?id=5788>.
2. Building permit and construction information can be obtained from the Santa Barbara County Planning and Development Department/Building and Safety Division, at 624 W. Foster Road, Suite C, Santa Maria, CA 93455-3623, phone: (805) 934-6230 or online at <http://sbcountyplanning.org/building/index.cfm>.

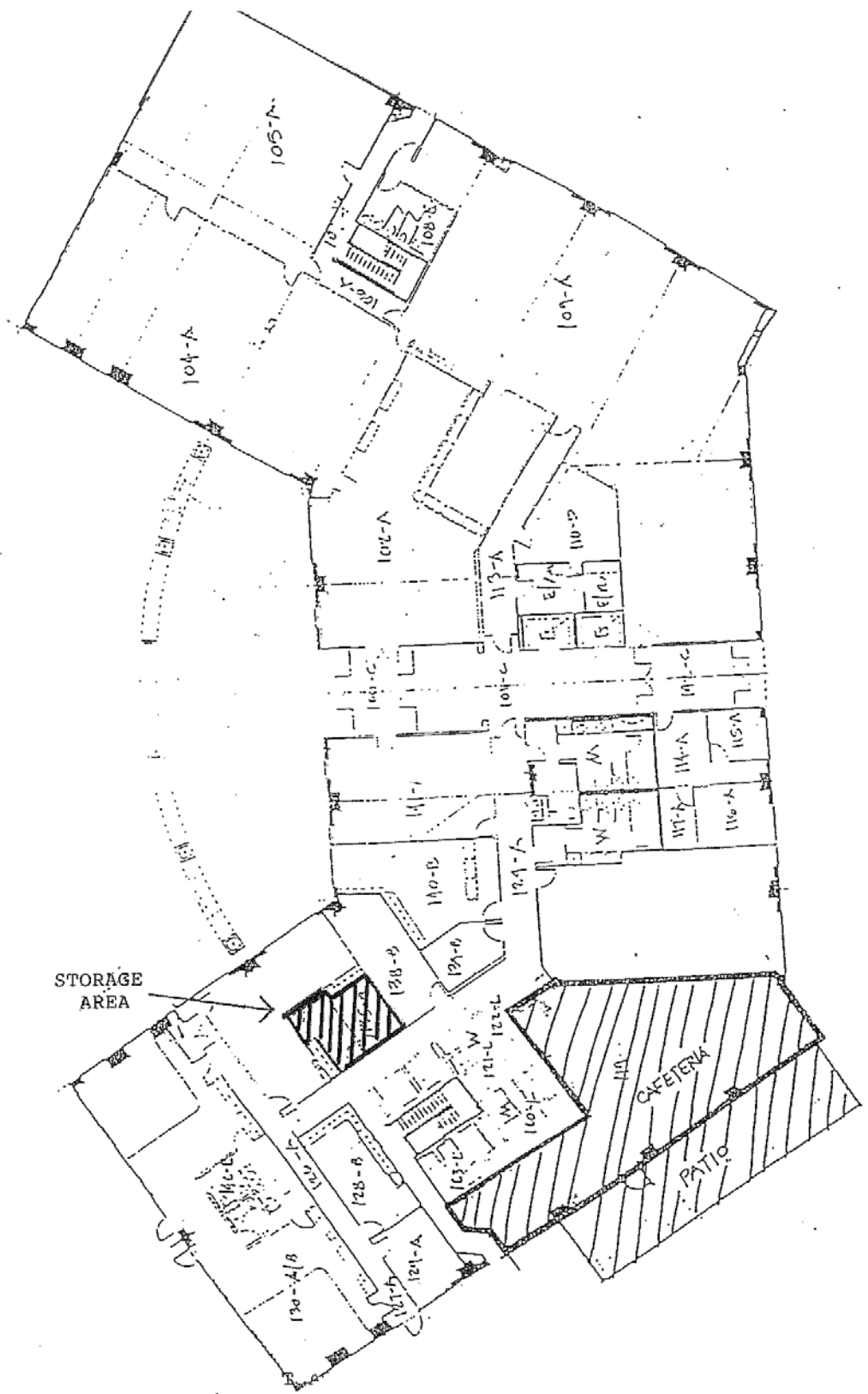
PUBLIC INFORMATION NOTICE

All information received from Proposers will be considered confidential during the review process. After the proposal review team completes its evaluation, the team will recommend selection or another action to the County General Services Department Director who will then make a recommendation to the County Board of Supervisors. At that point, all information, except that information defined below as excluded, will be treated as public information and made available upon request for review to the other Proposers and the public.

All excluded information which contains financial assets, net worth, and other such information of a non-public nature, including real estate appraisals and rating sheets and other notes resulting from the evaluation process, will be treated as confidential information by the County and will not be made available for public review or to other proposing parties.

Attachments

- #1 Vicinity Map for County Betteravia Government Center
- #2 Site Plan
- #3 Proposer’s Statement Regarding Insurance Coverage



Attachment #2 – Site Plan

PROPOSER'S STATEMENT
REGARDING INSURANCE COVERAGE

Proposer hereby certifies that they have reviewed the insurance coverage requirements specified below. Should Proposer be awarded the contract for a Food Service Concession at the County Betteravia Government Center, Proposer further certifies that they can meet all the County's contract requirements for insurance including insurance coverage of their subcontractors.

INSURANCE REQUIREMENTS

INSURANCE: Without limiting CONCESSIONER'S indemnification of the COUNTY, CONCESSIONER shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONCESSIONER in default. Upon request by the COUNTY, CONCESSIONER shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

A. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers' Liability Insurance shall cover all CONCESSIONER'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONCESSIONER is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONCESSIONER has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONCESSIONER submits a written statement to the COUNTY stating that fact.

B. **General and Automobile Liability Insurance:** The general liability insurance shall include liquor liability coverage, as well as bodily injury, property damage and personal injury liability coverage; shall afford coverage for all premises, operations, products and completed operations of CONCESSIONER; and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed herein by CONCESSIONER, including, but not limited to Section 21, INDEMNIFICATION, hereof. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONCESSIONER pursuant to CONCESSIONER'S activities hereunder. CONCESSIONER shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, CONCESSIONER is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this Agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

C. **Personal Property Insurance:** CONCESSIONER shall maintain full replacement cost property insurance for its personal property, including but not limited to equipment, supplies and tenant improvements, throughout the term hereof.

Proposer

By: _____

Title: _____

Date: _____