



# **City of Santa Clara, CA**

## **Request for Proposal**

**RFP CM0-003**

### **FOOD AND BEVERAGE OPERATIONS FOR THE SANTA CLARA CONVENTION CENTER**



**May 13, 2019**

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## **1 BACKGROUND**

**1.1** On March 27, 1984, the City of Santa Clara executed a Management Agreement with the Santa Clara Chamber of Commerce & Convention-Visitors Bureau (Chamber) for the management and operation of the Santa Clara Convention Center (Convention Center).

**1.2** On September 18, 2018, the City Manager issued a termination notice for the Convention Center Management Agreement with the Chamber effective on March 17, 2019.

**1.3** In the fall and winter of 2018 and 2019, the City conducted a Request for Proposal for the management and operation of the Convention Center.

**1.4** On February 5, 2019, the City Council approved staff's recommendation to negotiate and execute an agreement with Spectra Global Management (Spectra) to manage and operate the Convention Center. On March 12, 2019, a five-year agreement was executed with Spectra with two five-year options to extend the agreement, effective March 18, 2019.

**1.5** Prior to termination of the 1984 Management Agreement, the Chamber contracted with Aramark to provide food and beverages services at the Convention Center. The most recent agreement was executed in 2008 and amended in 2014 to extend the term through 2022 with one two-year option to extend the Agreement, ending on June 30, 2024 (see Exhibit 5).

**1.6** When Spectra replaced the Chamber as Convention Center Operator in March 2019 to provide quality service for convention center customers, the terms of the Aramark agreement were assumed by Spectra. An interim agreement is being negotiated. An agreement with the selected food and beverage provider is contemplated to commence in October 2019 with service to begin by January 2020.

**1.7** It is the City's intention to secure its own contract with a food and beverage service provider for the Convention Center through a competitive Request for Proposal process who is responsive to its objectives of high-quality service levels; activation of the Convention Center facility and maximizing profitability for the City.

**1.8** Complete and up-to-date information regarding the above activities, including background documents, the final audit report, news/press releases, City Council actions, public meeting agenda reports, quarterly reports, and FAQs may be found at the link below.

<http://santaclaraca.gov/government/updates-for-santa-clara-chamber-of-commerce-and-convention-visitors-bureau-agreement>

## **2 PURPOSE OF THIS RFP**

**2.1** The purpose of this RFP is to solicit proposals with the intent to contract with a vendor who can:

**2.1.1** Provide timely and personalized catering services to Convention Center clients.

**2.1.2** Quickly adapt to marketplace trends and changes on guest demand for food and beverage services.

**2.1.3** Support and participate in the overall marketing and selling of the Convention Center.

**2.1.4** Handle catering events for up to 10,000 people at one time.

**2.1.5** Develop, implement, maintain and fully support a high quality, innovative and cost-effective food and beverage operation that provides the most favorable financial return to the City while ensuring high customer service ratings.

**2.1.6** Provide for the purchase, preparation, sale, and service of food and beverages (concession services) for temporary and or mobile concession cart locations before, during, and after events.

**2.1.7** Manage the fiscal performance of the Food and Beverage operation in the best interest of the City.

**2.2** It is anticipated that the final agreement to provide food and beverage services will be between the City and the selected food and beverage vendor. Spectra, as the Convention Center Operator, will be responsible for the day-to-day coordination with the vendor on sales and service activities as well as management oversight of all activities within the Convention Center.

### **3 MINIMUM QUALIFICATIONS**

**3.1** To be considered, proposer must meet the following minimum requirements by providing written documentation validating the following:

**3.1.1** Minimum five years of experience providing services requested under this RFP.

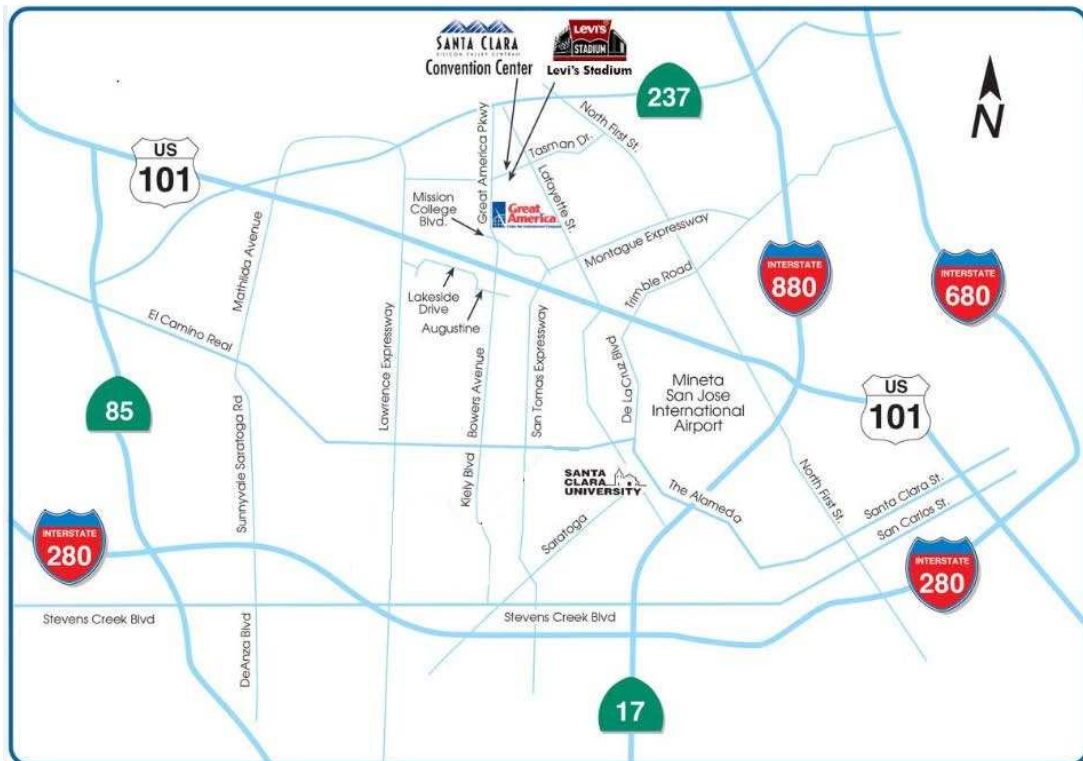
**3.2** City will review that the condition is satisfied by reviewing Attachment B, Statement of Qualifications question 1.

### **4 GENERAL INFORMATION**

#### **4.1 SANTA CLARA CONVENTION CENTER FACILITY**

**4.1.1** The Santa Clara Convention Center is located in the heart of Silicon Valley, adjacent to Levi Stadium – home of the San Francisco 49ers NFL Football Team, and California Great America Theme Park. The Convention Center is also a short drive from the San Jose International Airport and only 32 miles from San Francisco International Airport. It is located in the golden triangle of academic and research institutions such as Santa Clara University, San Jose State University and Stanford University. It is ideally located within miles of the world's top 500 fortune companies, venture capital and research centers such as Applied Materials, Intel, Avaya, EMC, Apple, Google, Facebook, and LinkedIn. The City of Santa Clara boasts over 3,800 hotel and lodging rooms alone which can support the Convention Center's activities.

**4.1.2** The Convention Center is centrally located with easy access to four freeways and strategically situated close to some of the biggest entertainment centers in the Bay Area such as the Levi Stadium and California Great America Theme Park. The Convention Center is located in close proximity to the most successful regional shopping, dining and entertainment centers such as Westfield Valley Fair Shopping Center and Santana Row. The Convention Center is uniquely positioned well to market and book conventions, trade shows, corporate meetings, and special events.



**4.1.3** The Convention Center has approximately 302,000 square feet of Exhibit Halls, Ballrooms, Meeting Rooms, and a Theater. See Exhibit 3 for Facility Rental Rates effective as of July 1, 2018. The space configurations and floorplans may be found at [http://santaclaraconventioncenter.org/wp-content/uploads/2017/04/SC\\_Floorplan-2017.pdf](http://santaclaraconventioncenter.org/wp-content/uploads/2017/04/SC_Floorplan-2017.pdf).

**4.1.4** General information describing the Convention Center facility, scheduled events, and visitor information may be found at <https://santaclaraconventioncenter.org/>.

**4.1.5** Food and Beverage gross revenues; 2016-2018

- 2016: \$9,963,850
- 2017: \$9,896,836
- 2018: \$9,994,491

**4.1.6** A historical breakdown of Convention Center usage may be found in Exhibit 4.

## **5 STATEMENT OF REQUIREMENTS (SOR)**

Please refer to Attachment C, Statement of Requirements, for a complete description of required services.

## **6 HOW TO OBTAIN THIS RFP**

**6.1** This RFP may be downloaded from the BidSync e-Procurement system located at [www.bidsync.com](http://www.bidsync.com). Respondents can also find a link at the City of Santa Clara website at [www.santaclaraca.gov](http://www.santaclaraca.gov). At either website, follow the links to register for this online service. You may register for free either online or by calling BidSync Vendor Support at 1-801-765-9245 and telling the support representative that you are registering for City of Santa Clara RFP CMO-003.

**6.2** All addenda and notices related to this procurement will be posted by the City on BidSync. In the event that this RFP is obtained through any means other than BidSync, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

## **7 MANDATORY PRE-PROPOSAL CONFERENCE**

**7.1** There is a mandatory RFP pre-proposal conference scheduled for Friday, May 24, 2019 at 2:00 pm. The conference will include a review of the RFP, a question and answer period with City staff, and a tour of the Convention Center facility.

### **7.2 MEETING LOCATION:**

Santa Clara Convention Center  
5001 Great America Pkwy., Room 207  
Santa Clara, CA 95054

**7.3** There will be a sign-in sheet at the conference and all attendees will be required to submit their name, company affiliation, and contact information. The City shall reject proposals(s) from any respondent that was not represented at the conference.

## **8 RFP KEY DATES AND ESTIMATED TIMELINE**

<b>Event</b>	<b>Date</b>
RFP released	May 13, 2019
Mandatory pre-proposal conference and tour of facility  Location: Santa Clara Convention Center 5001 Great America Parkway, Room 207 Santa Clara, CA 95054	May 24, 2019 2:00 p.m. – 4:00 p.m.
Deadline for questions to be submitted through BidSync	June 3, 2019, 1:00 p.m.
City responds to questions (on or before)	June 10, 2019
<b>Proposals due</b>	<b>June 24, 2019, 1:00 p.m.</b>
Oral presentations/Menu Tasting (for shortlisted proposers only). Proposers will be asked to also provide food samplings representative of their menu as part of the presentation.	Week of July 29, 2019

<b>Event</b>	<b>Date</b>
Issue request for Best and Final Offers (optional, finalists only)	August 2, 2019
Best and Final Offers due	August 6, 2019
Issue Notice of Intended Award – initiate 10-day protest period	August 14, 2019
Finalize contract	August 16, 2019
Council approval of final agreement	September 24, 2019
Operator Agreement begins (includes 90-day transition with officially assuming food and beverage operations January 1, 2020)	October 1, 2019

## **9 RFP DOCUMENTS**

<b>ATTACHMENT/EXHIBIT NUMBER</b>	<b>DESCRIPTION</b>
ATTACHMENT A	PROPOSER CERTIFICATION
ATTACHMENT B	STATEMENT OF QUALIFICATIONS
ATTACHMENT C	STATEMENT OF REQUIREMENTS
ATTACHMENT D	PROCUREMENT AND CONTRACT PROCESS INTEGRITY AND CONFLICT OF INTEREST
EXHIBIT 1	CONVENTION CENTER INVENTORY
EXHIBIT 2	WORKER RETENTION ORDANANCE
EXHIBIT 3	FACILITY RENTAL RATES
EXHIBIT 4	EVENT SUMMARY
EXHIBIT 5	ARAMARK AGREEMENT

## **10 LATE PROPOSALS**

Late proposals shall be rejected and returned to the Proposer. This deadline is absolute, and proposals received after the due date and time shall not be considered. Proposers must select a method of delivery that ensures proposals will be delivered to the correct location by the due date and time.

## **11 TERM OF AGREEMENT**

The term of the Agreement shall be for five years, with two, five-year options to renew at the sole discretion of the City.



## **12 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES**

Questions pertaining to this RFP should be submitted via the BidSync System. Please submit all questions by the deadline indicated in the procurement timeline, Section 8. The City will provide a written response to all pertinent questions in the form of an Addendum. Questions answered on BidSync shall be considered addenda to the RFP.

## **13 OBJECTIONS**

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to the Purchasing contact prior to the submission deadline for Questions and Answers. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

## **14 PURCHASING CONTACT**

Grace Dougherty, Contracts Manager  
[gdougherty@santaclaraca.gov](mailto:gdougherty@santaclaraca.gov)

## **15 PROPOSAL SUBMITTAL REQUIREMENTS**

### **15.1 GENERAL**

**15.1.1** Proposers must respond to this RFP by the due date and time listed in RFP Section 8, "Procurement Timeline – Key Dates." Proposals must be addressed and labeled as follows:

Grace Dougherty, Contracts Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

RFP CMO-003, Food and Beverage Operations at the Santa Clara Convention Center

If delivering in person, follow the signage to the Purchasing Division which is located in the West Wing of City Hall, downstairs, next to Human Resources.

**15.1.2** Proposers are to provide a thorough submittal using the guidelines presented herein. Submittals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Submittals should provide "layman" explanations of technical terms that are used. Submittals that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

**15.1.3** Number of Copies: Submit one original, one electronic version on a USB drive, and eight copies of your proposal.

## **15.2 FORMATTING**

The Proposal must be in Times New Roman, Arial or some similar, easily readable font. The size of the font cannot be any smaller than 11 and margins should be 1 inch or wider. Hardcopy proposals should be in a binder and tabbed.

## **15.3 PROPOSAL CONTENT**

Emphasis should be on conforming to the RFP instructions, responding to the RFP requirements and the completeness and clarity of content. The guidelines in this section provide an outline of the information to be included in the submittal. This outline is not all inclusive and Proposers may add information as deemed appropriate.

## **15.4 ATTACHMENT A – PROPOSAL CERTIFICATION FORM**

Please complete, sign and submit this form with your proposal.

## **15.5 ATTACHMENT B – PROPOSER QUALIFICATIONS**

Please complete this form and submit with your proposal.

## **15.6 EXPERIENCE**

**15.6.1 Qualifications:** Proposers are required to incorporate a brief narrative summarizing their qualifications that will enable them to provide the required services as outlined in this RFP.

**15.6.2 Corporate Officers:** Proposers are required to submit a list of corporate officers of the Proposer and their experience in the food service industry and a commitment to provide City the necessary personnel with requisite food service operations experience.

**15.6.3 Client List:** Proposers should list other food services and food service venues similar to the Convention Center, that the Proposer serves or has served within the past five years. Proposers should provide detailed information, e.g., name, address and telephone number of the other venue, contact name, length of time served, nature of services provided and annual gross revenues and corresponding attendance for the past three years as applicable.

**15.6.4 Products and Services Offered at Other Facilities:** Proposers should provide detailed information on the success of different food or beverage products and services offered at other facilities. Include a summary of product or service innovations that have enhanced revenue or reduced cost and please be specific as to the venue where these programs were employed.

**15.6.5 Audited Financial Statements:** These statements must be audited by an independent, Certified Public Accountant and provided for the two most recent fiscal years of the Proposer. Additionally, they must include the opinion letter, profit and loss statement, and balance sheet.

## **15.7 OPERATING CONSIDERATIONS**

**15.7.1 Proposed Menus:** Proposer shall include in its Proposal proposed concession and catering menus for all food and beverages to be served in the Convention Center. Products will be of the highest quality and reflect the needs of this venue and the Santa Clara market with some emphasis on menu selections that are indigenous to the area. Menus will necessarily include portion sizes and selling prices and will be comparable to other entertainment venues in the area. The proposer shall also describe their approach to providing custom, innovative offerings to Convention Center clients.

**15.7.2 Branded Concepts:** Proposer shall include their ideas with respect to the incorporation of branded concepts. For purposes of this submittal, branded concepts can be a nationally recognized brand where the proposer maintains franchise rights or an internally generated concept developed by the Proposer. Please describe the benefits of utilizing the concept(s) along with the financial benefits to the City. Further, please detail specifically where the branded concepts will be utilized in the Convention Center.

**15.7.3 Retail Plan/Public Space Activation:** Proposer shall include their recommended approach to delivering retail concessions in the public spaces of the Convention Center. This will include proposed concepts, menus, hours of operation and pricing.

**15.7.4 Sustainable Operations/Eco-Friendly Initiatives:** The Proposer shall submit a blueprint for sustainable foodservice operations at the Convention Center and implementing eco-friendly initiatives. This shall necessarily include a strategy for implementing a program with the goal of thinking globally and acting locally. Critical elements of your program should include at a minimum the following:

- Overview;
- Strategy;
- Implementation Process;
- Five Year Road Map and Goals; and
- Measurements.

**15.7.5 Food Preparation Quality Standards:** Please demonstrate your firm's commitment to the proper handling, storage, preparation, and presentation of all food items. Examples may include your firm's Food and Beverage Practices Standards Employee Guide or Policy Manual.

**15.7.6 Approach to Innovation:** The Proposer shall outline with specific examples of how they will innovate in delivering a quality, cost effective product in all aspects of the operation designed to position the Convention Center as a convention center of choice for all targeted markets. Please propose approaches for each of the target markets that the proposer has determined are a priority.

**15.7.7 Social Responsibility/Community Benefit:** Proposers are required to provide ideas where they can effectively partner with the City and Santa Clara area group(s) to become more involved in the community. The level of participation can be determined by the Proposer, but the underlying theme is that when members of our community do well the Santa Clara Convention Center and our contractors do well. Any creative ideas are highly encouraged in order to demonstrate a Proposer's commitment to the community.

**15.7.8 Doing Business with Local Vendors:** Provide your thoughts, ideas and practices that encourages the participation of local businesses in your bidding and contracting procedures as well as featuring local hospitality businesses at the Convention Center or working with local educational hospitality programs.

**15.7.9 Investment:** Proposers shall provide an investment proposal which reflects the equipment listed in Exhibit 1. This investment shall be depreciated on a straight- line basis for a period of 5 years. Thorough costing of these equipment lists shall be provided and summarized in Proposers submittal. City is also interested in Proposers recommendations and commitment for capital investment that will enhance their ability to generate additional food and beverage revenue. Further, successful Proposer will make their operations and facilities planning professionals available at no cost to City to ensure the success of any planned improvements.

**15.7.10 Transition Plan:** Proposers shall submit a plan that will provide a timeline detailing transition to full operations commencing October 1, 2019. The Operator Agreement will begin October 1, 2019 which will include a 90-day transition with officially assuming food and beverage operations January 1, 2020. This plan should address relevant dates from contract execution through the first day of operation.

**15.7.11 Subcontracting:** Proposer shall describe in detail subcontracting arrangements that are contemplated for use in the Convention Center. Moreover, please detail specifically where the subcontracted concepts will be utilized in the Convention Center.

**15.7.12 Employee Training:** Proposer shall include a description of all training programs that are mandatory for employees. This requirement does not call for a copy of all training manuals but rather a brief overview of each with a corresponding table of contents and the strategy for developing a unique and highly competitive service approach for the Convention Center. Training programs should include Safety, Health and Sanitation, Alcoholic Beverage Service, Customer Service and any other relevant programs utilized by the Proposer.

**15.7.13 Financial Reporting:** Proposer is required to provide a sample of event revenue reporting that is generated either by a computer-based point of sale system or cash register system. Further, samples of monthly reporting summaries will be required that will be reflective of the system in use. Proposer will also present and propose a five-year proforma in response to the possibility of the City's decision on whether to enter into a qualified management agreement or a concession agreement. Please also indicate how the proposed margins compare to other like facilities.

**15.7.14 Marketing Plan:** Proposer is required to submit a specific plan for marketing the Food Services to new and existing patrons and to increase Food and Beverage and other revenues at the Convention Center. Proposer should indicate the nature and scope of marketing resources that it will commit to marketing of the Food Services and demonstrate the financial impact of each. As part of this submittal requirement, Proposer will also reference at least three (3) specific marketing endeavors that have been successful at other similar operating locations and demonstrate the financial impact at those locations referenced. Proposer should indicate how the Proposer will be active in supporting the sales process for all aspects of business that could potentially come through the Convention Center ranging from large citywide conventions to consumer shows and social events. This includes the overall messaging on the unique attributes of the Santa Clara food and beverage offerings and specific sales support in securing business.

**15.7.15 Sales Plan:** Proposer will submit a specific sales plan related to staffing and proposed target markets for a sales effort that the Proposer will be responsible for securing, with a focus on social business.

**15.7.16 Overall Convention Center Metrics:** The following are additional metrics that have been adopted by the City in determining the overall success of the Convention Center.

- Gross Revenue
- Net Income
- Room Nights Consumed
- Economic Impact
- Customer Service Survey Results Scores
- Event Mix
- Community Benefit

Please articulate how your approach will support the achievement of the metrics above.

## **15.8 STAFFING PLAN:**

**15.8.1 Organizational Structure:** Proposers are required to provide an organization chart that details the reporting structure from the Regional Director of Operations down through the Facilities General Manager and the onsite management and administrative staff. This chart will necessarily include corresponding annual payroll for each position.

**15.8.2 Resumes:** Proposers shall submit the name and resume of the Regional Director of Operations responsible along with the designated candidate or candidates for the General Manager position at the Convention Center. The resume will detail the education and experience of the Regional Director and General Manager candidates.

**15.8.3 Employee Benefits:** Please specify employee benefits available to each of the members of the onsite staff as described in the Organizational Structure above. This will necessarily include any benefits such as health insurance, vacation, sick leave and the bonus or profit-sharing arrangement in accordance with Proposers company policies. If these benefits are described in detail in Proposer's employee handbook, a complete copy of this handbook may be presented to satisfy this submittal requirement.

**15.8.4 Staffing Standards:** Proposer shall include a ratio of operating staff to Convention Center guests. By way of example, the standard for company X is "1 server for every Y number of guests." This is to be provided for each operating position used during an event.

**15.8.5 Worker Retention Ordinance:** Proposer shall provide a statement regarding intent to comply with Worker Retention Ordinance No. 1964. This Ordinance requires that when a City of Santa Clara business changes food service or building service contracts, it must provide notification and hire the workers that had worked for the previous contractor. The Ordinance applies to: 1) an entity in the City of Santa Clara with more than 25 employees in the State of California who have contracts for building services and/or food service; 2) entertainment/ convention venues in Santa Clara with a capacity of at least 8,000; and 3) contracts in excess of \$25,000 with a term of three months or longer. Please see Exhibit 2 for the entire Ordinance.

## **15.9 FINANCIAL PROPOSAL– CONCESSIONS AND QUALIFIED MANAGEMENT AGREEMENT**

**15.9.1** The City is interested in understanding the Proposer's approach to different financial structures. The two potential options are a Concession Agreement and a Qualified Management Agreement. Please detail your approach and strategy for both financial options. Please provide your strategy with pros and cons for the City to consider in your Proposal. Please include any commitments in upfront capital investments and/or ongoing marketing and equipment investment that you would foresee as a Proposer. Please detail your approach as well as ability to deliver margin against this kind of event mix in the building. The City will review and evaluate financial proposals and in its sole discretion select the option that is most advantageous to the City.

**15.9.1.1 Concession Agreement:** In this model, the Proposer has the responsibility and risk associated with the fiscal performance of the food and beverage operations. The Proposer shall propose a flat percentage of revenue to be paid to the City.

**15.9.1.2 Qualified Management Agreement:** In this model, the food and beverage vendor will be paid for services and the City will have more direct oversight into the fiscal performance of the food and beverage operations. In this model, the Proposer and City are more like fiscal partners and share the potential risks and rewards. Proposer shall submit a Proposal for a fixed annual management fee along with a revenue-based incentive fee and the incentive fee should be based on Gross Receipts. Proposers are also encouraged to submit other creative proposals that may include an incentive fee based on an increase in concessions per capita spending or some other alternative.

**15.9.1.3 Capital Reserve:** Proposer will submit an approach to reserve funds and the percentage.

**15.9.1.4 Creativity and Innovation:** Proposer shall detail their approach to creating an innovative platform that will be successful, be unique to Santa Clara and lead to differentiating Santa Clara with the designated target audiences.

**15.9.1.5 Pro Forma Profit and Loss Statement:** Proposers are required to submit a pro forma Profit and Loss Statement. This pro forma will project the operating results for three (5) years with key assumptions. The final proforma will become the target performance for the first year of operation.

**15.9.1.6** Proposers are encouraged to exhibit the greatest amount of creativity in maximizing the convention center's service levels to its customer and revenues to the City. More than one financial proposal will be considered by the City. The City will engage a third party to monitor service levels through direct interface with the Convention Center clients.

## **16 SELECTION PROCESS AND EVALUATION CRITERIA**

**16.1** The City will evaluate all responsive proposals per the evaluation criteria and weights listed below. Phase 1 of the evaluation process will consist of the evaluation and scoring of the written proposals. The highest scoring proposals in Phase 1 will be invited to participate in Phase 2 of the process which will include oral presentations. In Phase 2, Phase 1 scores will be "normalized" to the weights listed under Phase 2 in the table below. For example. If a proposer earned the maximum points available for "experience" in Phase 1 (20 points), their normalized score in Phase 2 will be 10 points. If they earned 10 points in Phase 1, their normalized Phase 2 score would be calculated at 50% of the total points in Phase 2, or 5 points (10/20\*10). The oral presentation content and format will be communicated at the time proposers are notified and invited to participate.

<b>EVALUATION CRITERIA</b>	<b>Phase 1 Weight</b>	<b>Phase 2 Weight</b>
QUALITY OF PROPOSAL	5%	//////////
EXPERIENCE	20%	10%
OPERATING CONSIDERATIONS/INNOVATION	30%	25%
STAFFING PLAN	20%	10%
FINANCIAL PROPOSAL	25%	25%
ORAL PRESENTATION (finalists only)	//////////	30%
TOTAL	100%	100%

## **17 BEST AND FINAL OFFER (BAFO)**

**17.1** A Best and Final Offer (BAFO) may be held with one or more finalist if final information or clarification is necessary to make a final decision. The BAFO may allow Proposers to revise their technical and/or financial proposals based on information received from the City. The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time in which the BAFO is to be submitted. After receipt of the BAFO, scores may be adjusted based on the new information received in the BAFO.

**17.2** The City will request only one BAFO, unless the City's Purchasing Manager determines in writing in the procurement file that another BAFO is warranted.

**17.3** Proposers are cautioned that the BAFO is optional and at the sole discretion of the City. Therefore, Proposers should not assume that there would be an additional opportunity to amend their proposal after the original submission. Proposers may not request an opportunity to submit a BAFO.

## **18 BASIS OF AWARD**

**18.1** Recommendation for award of contract shall be made to the Proposer earning the highest score per the criteria described above.

**18.2** Should the City, in its sole discretion, determine that a secondary award is required, award will be to the second highest ranked Proposer.

**18.3** Should a selected Proposer fail to provide post award documents as required by the City, the City, in its sole discretion, may withdraw the award recommendation, and select the next highest ranked Proposer for award.

**18.4** The City reserves the right to accept an offer in-full, or in-part, or to reject all offers.

## **19 PROTESTS**

If an unsuccessful Proposer wants to dispute the award recommendation, the Protest must be submitted in writing to the contact listed below no later than ten calendar days after announcement of the successful Proposer, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with Section 13. Failure to submit a timely written Protest as instructed will bar consideration of the Protest.

The address for submitting Protests is:

Mr. Mark Giovannetti, Purchasing Manager  
City of Santa Clara  
1500 Warburton Ave.  
Santa Clara, CA 95050, or  
[mgiovannetti@santaclaraca.gov](mailto:mgiovannetti@santaclaraca.gov)



## **20 COLLUSION**

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

## **21 GROUND FOR DISQUALIFICATION**

**21.1** All Proposers are expected to have read and understand Attachment D, Procurement and Contract Process Integrity and Conflict of Interest. Factors such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

**21.1.1** Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal.

**21.1.2** Any attempt to improperly influence any member of the evaluation team.

**21.1.3** Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.

**21.1.4** Evidence of incorrect information submitted as part of the proposal.

**21.1.5** Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.

**21.1.6** Proposer's default under any previous agreement with the City.

## **22 NON-CONFORMING PROPOSAL**

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

## **23 GRATUITIES**

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

## **24 GENERAL INFORMATION**

**24.1** Finalists will be informed of the City's insurance requirements that the successful Proposer will be required to maintain for the term of the agreement, as well as the City's business and legal Terms and Conditions that the successful Proposer will be required to agree to.

**24.2** All costs associated with responding to this request are to be borne by the Proposer.

**24.3** It is the City's policy that the selected firm shall not discriminate, in any way, against any person on the basis of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law, in connection with or related to the performance of City of Santa Clara contracts.

## **25 RIGHTS OF THE CITY OF SANTA CLARA**

**25.1** This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

**25.1.1** City reserves the right to accept an offer in full, or in part, or to reject all offers;

**25.1.2** Make the selection based on its sole discretion;

**25.1.3** Reject any and all proposals;

**25.1.4** Issue subsequent Requests for Proposals;

**25.1.5** Postpone opening proposals for its own convenience;

**25.1.6** Remedy errors in the Request for Proposals process;

**25.1.7** Approve or disapprove the use of particular subcontractors or subcontractors;

**25.1.8** Negotiate with any, all or none of the Proposers;

**25.1.9** Accept other than the most advantageous financial offer;

**25.1.10** Waive informalities and irregularities in the Proposals; and/or

**25.1.11** Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

**25.2** An agreement shall not be binding or valid with the City unless and until it is approved by the City Council, if so required, and executed by authorized representatives of the City and of the Proposer.

## **26 PUBLIC NATURE OF PROPOSAL MATERIAL**

**26.1** Responses to this RFP become the exclusive property of the City of Santa Clara. At such time as the City awards a contract, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary," or if disclosure, in the City's sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

**26.2** Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Santa Clara may determine, in its sole discretion, that the information that a Proposer submits is not a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction, at the Proposer's sole expense. If Proposer takes no such action after receiving the foregoing notice from the City, the City shall comply with the records request and is not required to defend against it.

## **27 ATTACHMENT A – PROPOSER CERTIFICATION**

## **28 ATTACHMENT B – STATEMENT OF QUALIFICATIONS**

## **29 ATTACHMENT C - STATEMENT OF REQUIREMENTS**

## **30 ATTACHMENT D – PROCESS INTEGRITY GUIDELINES**

## **31 EXHIBIT 1 - CONVENTION CENTER INVENTORY**

## **32 EXHIBIT 2 - WORKER RETENTION ORDINANCE**

## **33 EXHIBIT 3 - FACILITY RENTAL RATES**

## **34 EXHIBIT 4 - EVENT SUMMARY**

## **35 EXHIBIT 5 - ARAMARK AGREEMENT**