



COMMUNITY/CONVENTION CENTER  
City of Sacramento  
ADMINISTRATION OFFICES

February 26, 1991

APPROVED  
BY THE CITY COUNCIL

MAR 5 1991

OFFICE OF THE  
CITY CLERK

City Council  
Sacramento, California

Honorable Members in Session:

SUBJECT: Food and Beverage Service Request for Proposal

**SUMMARY**

This report provides information relative to the food and beverage service at the Sacramento Community/Convention Center. Further, authorization is requested to issue a Request for Proposal for food and beverage service.

**BACKGROUND INFORMATION**

The Sacramento Community Convention Center opened in 1974 with an exclusive concession and alcoholic beverage contract and an open catering arrangement. Interstate United, doing business as Volume Services, has successfully bid the concession and alcoholic beverage contract twice, and in fact have been the Center's sole concession and alcoholic beverage operator. This contract included the Memorial Auditorium until its closure in 1986. Closure of the Auditorium resulted in an approximate 25% reduction in concession and alcohol sales.

The Sacramento Community/Convention Center is prepared to issue a Request for Proposal to provide exclusive food and beverage service for the next 10-20 years for the entire Center, including the ongoing expansion and the Memorial Auditorium upon re-opening. A long term contract is appealing in order to generate the highest rate of return, interest in promoting use of the Community Center by the operator, participation in designing the food services areas within the expansion, and generate capital investment dollars for the expansion.

Awarding a long term exclusive food and beverage contract is not without controversy. While exclusive food and beverage service for convention centers is a standard within the industry, Sacramento

has historically operated under an open catering arrangement. Under the open catering arrangement, caterers contract with the Center for authorization to operate within the Center. Center clients are then given a choice of three authorized caterers. Last fiscal year catering grossed over one million dollars. Catering is expected to grow considerably with the opening of an expanded exhibit hall and the addition of a 25,000 s.f. ballroom.

The advantages of open catering are: the ability of a client to have a choice, ability to negotiate menus/prices with competing caterers, and the ability to request specialty services. These advantages, however, are outweighed by the conflicting use of a single kitchen which is also used by the concessionaire/alcoholic beverage provider; confusion by clients having to deal with one caterer for food and another for liquor; clients are forced on some occasions to use the caterer who first schedules the kitchen for another event; major cleaning and repair work must be provided by Center staff rather than an in-house caterer; it is sometime difficult to obtain light services such as coffee only, when there is no other concurrent food service required; and last but not least, an in-house caterer has a vested interest in promoting the use of this facility. For these reasons, along with the attractive economic issues, it is imperative that the City seek an exclusive food and beverage provider.

In soliciting proposals, it is the intent of the Center to provide the best possible food and beverage services to the public. The successful proposer will be required to: work closely with the architects on the design of the expansion food service related facilities; completely equip the leased premises at own expenses; pay rent to the City as proposed; develop and implement a sales and marketing program for the building; obtain an alcoholic beverage license; and may propose additional services such as valet parking, coat check, etc.

The award will be made to the best responsible proposer who, as determined by the City Council, will lease the facilities to operate the food and beverage service consistently with the contract and in the best interests of the City of Sacramento and the public. Proposals will be accepted until March 26, 1991, reviewed by a selection advisory committee, and finally personal interviews may be required in order to recommend the best possible operator to the City Council. It is anticipated that an operator will begin on July 1, 1991. The RFP is on file in the City Clerk's office.

#### **FINANCIAL DATA**

The revenue from the food and beverage service will be deposited in the Community Center fund. Annual revenue from concession is

City Council  
February 26, 1991  
Page 3

currently \$234,512, which represents 38% of gross receipts. Catering is currently \$155,590, which represents 15% of gross receipts.

**BUDGET & FINANCE COMMITTEE ACTION**

This item was heard by the Budget & Finance Committee on February 19, 1991. Several Committee members had questions and forwarded this report to Council without recommendation. Sam Burns met with Council members to resolve these questions.

**MBE/WBE POLICY**

The Community Center Department will work with the City MBE/EBE Office to contact potential operators.

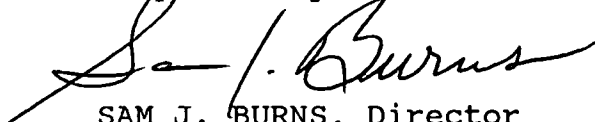
**POLICY CONSIDERATIONS**

A change in current policy is recommended for the provision of food service at the Community Center. The Background Information section provides justification to change from an open catering arrangement to an exclusive food and beverage provider.

**RECOMMENDATIONS**

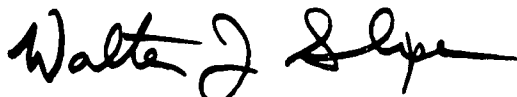
It is recommended that the City Council, by resolution, authorize the City Clerk to accept proposals for the provision of food and beverage service at the Community Center.

Respectfully submitted



SAM J. BURNS, Director  
Community Convention Center

Recommendation Approved:



WALT SLIPE  
City Manager

Approved:

Contact Person to  
Answer Questions:

March 5, 1991  
All Districts

Barbara E. Bonebrake 449-5291

**RESOLUTION NO. 91-176**

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

**APPROVED**  
BY THE CITY COUNCIL  
MAR. 5 1991  
OFFICE OF THE  
CITY CLERK

RESOLUTION AUTHORIZING CITY CLERK TO SOLICIT PROPOSALS FOR THE FOOD AND BEVERAGE LEASE AT THE COMMUNITY CONVENTION CENTER.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO:

That the City Clerk is hereby authorized to solicit proposals for the Food and Beverage lease at the Community Convention Center.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_

**R E Q U E S T F O R P R O P O S A L**

**FOOD &  
BEVERAGE  
SERVICES**



**Sacramento  
Community/Convention  
Center**

## TABLE OF CONTENTS

	<b>Section/Page</b>
Transmittal Letter	I
Summary	II/1, 2
Tentative Schedule	III/1
About the Sacramento Convention Center	IV/1-9
. Organization	
. Facility and Use	
. Financial Review	
. Contracted Food & Beverage Service	
. Conventions Booked	
Proposer Information:	V
Alcohol license	V/1
Definitions	V/2,3
Equipment List	V/4
Expansion Concept	V/9
Financial Terms	V/10-13
Insurance, Indemnification, and Equal Opportunity	V/14-17
Kitchen, Concession, Storage, Office Space	V/18
Maintenance Requirements	V/19, 20
Marketing and Sales Program	V/21
Menu and Pricing	V/22
Operations	V/23-26
Parking for Operator	V/27
Products to be Sold and Prices	V/28-32
Records, Accounting and Auditing	V/33-34
Term of contract	V/35
Termination and Default	V/36, 37
Use of Facility, Projected Use	V/38
Utilities	V/39
Proposal Submission Requirements	VI/1-19
Selection Criteria	VII/1-2

# **TRANSMITTAL LETTER**



COMMUNITY/CONVENTION CENTER

February 26, 1991

City of Sacramento  
ADMINISTRATION OFFICES

Dear Prospective Proposer:

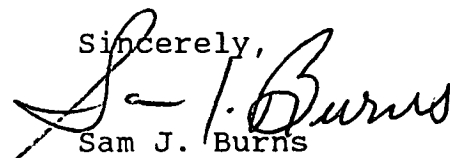
The City of Sacramento is inviting sealed proposals to provide food and beverage service to the Sacramento Community Convention Center in accordance with Chapter 12, Article II, Leases, of the Sacramento City Code. The Center's four building complex includes a 50,000 square foot Exhibit Hall, the Activity Building with 10 meeting rooms, the Theater, and the currently closed Memorial Auditorium. An 100,000+ square foot expansion of the facility is underway and should be completed by Spring 1994.

In soliciting proposals, it is the intent of the City of Sacramento to provide the best possible food and beverage services to the public. The award will be made to the best responsible proposer who, as determined by the City Council, will operate the food and beverage service consistently with the contract and in the best interests of the City of Sacramento and the public. Proposals will be evaluated by a selection advisory committee. The evaluation process may include a personal interview. A pre-proposal conference will be held on March 20, 1991, at 10:00 a.m., at the Sacramento Convention Center, 1100 14th Street, Sutter Room, Sacramento, California.

Copies of the Request for Proposal are available in the Office of the City Clerk, 915 I Street, Room 304, Sacramento, California 95814. Sealed proposals shall be submitted to the Office of the City Clerk no later than 10:00 a.m., Tuesday, April 2, 1991. Proposals will not be accepted after this time. The proposals will be opened by the City Clerk soon thereafter.

Questions regarding the request for proposal process should be addressed to Barbara E. Bonebrake, Sacramento Community Convention Center, 1030 15th Street, Suite 250, Sacramento, California 95814 or by telephone at (916) 449-5291.

Sincerely,

  
Sam J. Burns  
Director

I



# SUMMARY

## SUMMARY

The City of Sacramento, Sacramento Community Convention Center, seeks to award a contract for the food and beverage service of the Sacramento Community Convention Center.

Following is a summary of the successful proposer requirements. The successful proposer shall be required to:

1. Work closely with the architects on the design of the expansion concession and related food service facilities.
2. Completely equip the leased premises at own expense.
3. Pay rent to the City as proposed.
4. Develop and implement a sales and marketing program for the food service in the building.
5. Pay all applicable taxes includes possessory interest tax as applied by the County of Sacramento.
6. Obtain an alcoholic beverage license for the premises.
7. May propose alternate services such as valet parking, hearing assistive devices, programs, novelties, etc.
8. Post required surety bond in the amount of \$50,000.

### PRE-PROPOSAL CONFERENCE

The City will hold a pre-proposal conference at 10:00 a.m., March 20, 1991, at the Sacramento Community Convention Center, 1100 14th Street, Sutter Room, Sacramento, California.

Proposer must provide for their travel and related expenses in connection with pre-proposal conference.

### PROPOSAL SUBMISSION REQUIREMENTS

Sealed proposals (two originals and three copies) must be submitted to the Office of the City Clerk, 915 I Street, Room 304, Sacramento, California 95814, by ~~10:00~~ <sup>10:30</sup> a.m. on April 2, 1991.

Proposals shall be submitted in the format outlined in the Proposal Submission Requirements, Section VI.

## **PROPOSER SELECTION REQUIREMENTS**

The selection process will include both an evaluation of the proposals by a selection advisory committee and reference reviews. The process may also include a personal interview by the selection advisory committee. The Center reserves the right to seek supplementary information from any proposer at any time after the official proposal opening and before the award. Such information will be limited to clarification or amplification of material contained in the original proposal.

## **SELECTION CRITERIA**

Criteria used as a basis for evaluating proposals have been adopted by the City Council and are included in the Selection Criteria Section of this document.

# TENTATIVE SCHEDULE

TENTATIVE SCHEDULE

March 6, 1991	Request for Proposal available to Public
March 20, 1991	Pre-Proposal Conference, 10:00 a.m. <del>Thursday</del> <sup>Wednesday</sup> Sacramento Convention Center 1100 14th Street Sutter Room Sacramento, CA
April 2, 1991	Proposal Due <sup>10:30</sup> <del>10:00</del> a.m. Office of the City Clerk 915 I Street, Room <del>300</del> <sup>304</sup> Sacramento, CA 95814
April 3 - 5, 1991	Department Review
April 15 - 16, 1991	Interviews tentatively scheduled
April 17 - 30, 1991	Negotiate Contract
May 2, 1991	Recommendation to Award Contract to Budget and Finance Committee
May 9, 1991	City Council Award of Contract City Council Chambers 915 I Street Sacramento, CA 95814
July 1, 1991	Tentative Effective Contract Date

*About the*  
**SACRAMENTO**  
**COMMUNITY/CONVENTION**  
**CENTER**

## ABOUT THE CENTER

The dual purpose of the Sacramento Community Convention Center is to provide a quality facility for both convention activity as well as a focal point for performing arts. Events which result in overnight visits to the City of Sacramento are of the highest priority.

In the sixteen years of operation, the Community Center complex continues to be the hub of activity for business meetings, conventions, and entertainment in the Sacramento area. The four building complex includes a 50,000 square foot Exhibit Hall; the two-story Activity Building with ten meeting rooms; the Theater, a fully equipped performing arts facility with 2,436 seat capacity; and the currently closed Memorial Auditorium. The Community Center also maintains land leases with two Sacramento attractions: Sacramento Theater Company and the Towe Ford Museum.

The Community Center Department is one of the City's Enterprise Funds, and maintains its operation from transient occupancy taxes and revenue generated from rental of the facilities, equipment rental and labor payback. Operating with over 55 employees and a budget of nearly \$7.2 million, the Center Department is divided into the following functional areas: Administration, Operations, and Development. Concessions, catering, and exhibit decorator service are provided through contractual arrangements.

The City and County of Sacramento engage the Sacramento Convention and Visitors Bureau to promote tourism and convention business for the metropolitan area. The Bureau acts as the marketing organization for the City and County of Sacramento and its attractions including the Community Convention Center and as liaison between potential visitors and the businesses which will host them.

Originally, the \$19.6 million Sacramento Community Center was financed through a joint powers authority, the Sacramento Community Center Authority. During 1988, the Sacramento Community Center Authority disbanded and a new financing mechanism was established through the Sacramento City Public Financing Corporation.

On the horizon is a 100,000+ square foot expanded Exhibit Hall, 25,000 sf ballroom and additional meeting rooms. The expansion is expected to be completed in Spring 1994. The expanded center promises to place Sacramento in an enviable position within the convention industry. The currently closed Memorial Auditorium will seat approximately 2,500 for performing arts and other theatrical events while maintaining the historical integrity of this landmark building.

## DEPARTMENT ORGANIZATION

Administration Division provides overall policy direction, budget development and fiscal control, personnel administration, coordination of Sacramento Convention & Visitors Bureau and Center management, box office management, Bureau/Center data management, and long-range planning.

Operations Division provides client services from booking the event through contracting, coordinating physical setup, and monitoring each event. Maintenance of the Community Center physical plant and equipment is the responsibility of the Operation Division.

Development Division provides facility planning and development. This division manages the Community Center expansion project, Memorial Auditorium renovation project, Sacramento Theater Company, Towe Ford Museum, and new cultural and entertainment facilities.



## FACILITY AND USE

Overall, during fiscal year 1989-1990 the Community Center complex hosted a total of 1,414 event days and was attended by 894,518 people. Event days are a contracted block of time when any one of the facilities are used within a 24-hour period for an event or rehearsal.

Attendance for the three buildings reflects the diversity of its mix of uses. Primary attendance is a result of seminars, meetings, and conventions. Other uses include concerts, government meetings, tradeshows, sports shows, and classical uses by local non-profit performing arts groups. The ballet, opera and symphony utilizes over half of the event days in the Theater.

Event days can be described as a contracted block of time when any one of the facilities are used within a 24 hour period for an event or rehearsal.

The Community Center complex comprises three structures: Theater, Activity Building and the Exhibit Building. Following is a description of each building and charts depicting the type of uses each building hosts.

The Activity Building, connected by a hallway to the Exhibit Hall, provides ten carpeted meeting rooms on two floors. Seating capabilities range from 40 to 1,500 for meetings, and from 24 to 1,000 for dining. All rooms have individually controlled lighting and sound systems. As exhibit space, the Activity Building will handle a total of 111 booths. Each room is comfortable and attractive for use as meeting or dining space.

On-site service catering is done in the large kitchen, which is equipped to handle menus of any desired degree of sophistication for either banquets or receptions. Full service bars are available as needed. A second floor serving kitchen is available in the Activity Building.

The 50,000 square foot Exhibit Hall is designed to function as one large hall of unobstructed space or may operate as up to three halls: one 25,000 square feet and two 12,500 square feet. Exhibit booths totaling 257 can be accommodated in this building. Flexibility is maintained by overhead and in-floor utilities, special lighting, direct truck loading area, storage and dressing rooms, first aid room, ticket booths, refreshment bars, public address system with reinforced progressive sound, telephone booths and catering facilities.

Theater seating capacity is 2,436. The Theater is outstanding in its complete flexibility of acoustics, lighting and staging. It is capable of accommodating with equal ease; opera, Broadway productions, lectures, meetings, amplified concerts, and symphony concerts. Natural acoustics are available as well as an acoustical shell enclosing the orchestra. The 96'x 98' stage is framed by a proscenium 56 feet wide and 34 feet high. The hydraulically operated orchestra pit can be positioned to provide audience seating for 72, extended stage, or three orchestra levels.

## FINANCIAL REVIEW

Revenue is generated through the following sources: Rental of buildings, equipment, concessions, catering, miscellaneous concessions, box office and miscellaneous income. The remaining revenues are generated from interest on investments and Transient Occupancy Tax collected within the City of Sacramento. Over \$6 million in Transient Occupancy Tax was generated in 1989-90. Annual revenue from Center Operations totalled \$1,891,232 in fiscal year 1989-90.

Of the \$7.2 million budgeted, the Community Center fund, in turn, supports the Sacramento Community Center operations, the Sacramento Convention and Visitors Bureau, S.A.C.T.O. and the existing and future debt service for the Sacramento Community Center Complex. Community Center revenues have increased 16% over last year. These figures represent total operating revenue (with no rate increases in six years) related to the Community/Convention Center complex.

### REVENUE BY TYPE

	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Building Rental				
Theater	\$ 283,915	\$ 293,417	\$ 305,121	\$ 330,416
Activity				
Building	220,303	198,762	201,905	223,323
Exhibit Hall	285,153	324,226	364,256	390,104
Equipment	58,214	69,202	76,377	94,471
Labor	28,673	88,788	131,221	146,152
Insurance	7,330	9,187	14,025	12,140
Box Office Fees	127,896	132,226	144,302	225,216
Concessions	162,138	196,489	205,588	234,511
Catering	135,362	161,163	140,893	155,590
Misc.	<u>37,240</u>	<u>46,930</u>	<u>45,482</u>	<u>79,309</u>
TOTALS:	\$1,346,225	\$1,520,390	\$1,629,170	\$1,891,232

## CONTRACTED FOOD & BEVERAGE SERVICE

The Sacramento Community Convention Center opened in 1974 with an exclusive concession and liquor contract and an open catering arrangement. The Center collects 38% from all concession food, novelties, and liquor under this contract. Under the open catering arrangement, in place since the Center's opening, caterers contracted with the Sacramento Community Convention Center for authorization to operate within the Center. Center clients were then given a list of authorized caterers to select from. Selected caterers contracted directly with the client for use of the facility. A rate of 15% is collected from the caterer.

Catering activity is extremely high in December and Spring months and is lower during the summer months. While concession activity is more consistent with its prime activity in October and December. Following is a detailed chart by month, of food and beverage service for the fiscal year 1989-90. Immediately following the Center revenue chart is a chart depicting a five-year history of reported gross food and beverage amounts.

### FOOD AND BEVERAGE REVENUE FOR FISCAL YEAR 1989-90

Month	Concessions	Concession Event Days	Catering Fees	Catered Events	Total Food & Beverage
July	\$ 12,266	16	\$ 2,202	13	\$ 14,468
August	6,244	19	4,080	19	10,324
September	25,626	34	11,867	29	37,493
October	28,893	40	10,249	37	39,142
November	14,898	30	16,887	41	31,785
December	27,813	41	21,543	39	49,356
January	19,428	46	11,791	33	31,219
February	24,155	36	8,518	46	32,673
March	19,743	60	13,963	61	33,706
April	13,666	44	13,678	38	27,344
May	29,289	39	29,417	52	58,706
June	<u>12,491</u>	<u>18</u>	<u>11,394</u>	<u>32</u>	<u>23,885</u>
<b>TOTALS</b>	<b>\$234,512</b>	<b>423</b>	<b>\$155,590</b>	<b>440</b>	<b>\$390,102</b>

### Catering & Concession Five-Year History Reported in Gross Amounts

	No. Catered Events	Catering	Concess.	Liquor	Novelties	Vending
1985-86	381	\$ 700,307	\$ 154,311	\$ 301,131	\$ 29,768	\$ 9,930
1986-87	483	902,420	118,420	291,997	9,580	13,920
1987-88	541	1,074,420	105,609	381,933	20,870	7,885
1988-89	375	939,287	176,287	324,731	28,222	11,720
1989-90	440	1,037,267	256,810	309,916	34,768	17,710

**\* CONVENTIONS BOOKED AT SCVB 1991 THROUGH 2000**

<u>MONTH</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
JANUARY	1	0	1	0	0	0	0	0	0	0
FEBRUARY	1	0	2	0	0	0	0	0	0	0
MARCH	3	1	2	1	2	0	0	0	0	0
APRIL	1	2	2	1	2	0	0	0	0	0
MAY	1	1	2	1	1	1	1	1	1	1
JUNE	1	2	3	2	2	1	1	1	0	0
JULY	0	1	0	0	0	0	0	0	0	0
AUGUST	0	1	0	1	1	1	1	0	0	0
SEPTEMBER	1	2	2	1	0	0	0	0	0	0
OCTOBER	1	1	2	1	2	1	1	1	1	1
NOVEMBER	1	2	2	2	0	0	0	0	0	0
DECEMBER	0	2	0	0	0	0	0	0	0	0
<b>YEARLY TOTALS</b>	11	13	15	10	10	4	4	2	2	2

**\* Both firm and tentative conventions. Does not include events.**

# **PROPOSER INFORMATION**

## INFORMATION TO PROPOSERS

Alcohol license  
Definitions  
Equipment List  
Expansion Concept  
Financial Terms  
Insurance, Indemnification, and Equal Opportunity  
Kitchen, Pantry, Concession, Storage, and Office Space  
Maintenance Requirements  
Marketing and Sales Program  
Menu and Pricing  
Operations  
Parking for Operator  
Products to be Sold and Prices  
Records, Accounting and Auditing  
Term of contract  
Termination and Default  
Use of Facility, Projected Use  
Utilities

## **ALCOHOLIC BEVERAGES**

The operator shall apply for and purchase at their expense the required alcoholic beverage permits and licenses expressly for the Facility and the Operator shall use them subject to the provisions of the alcoholic beverage laws of the State of California. Violation of this provision affords the City the right to cancel the agreement without notice. Service of spirituous liquors shall be the exclusive right of the Operator, including service to banquets and other functions being conducted by others.

Beer and alcoholic beverages will only be sold at the discretion of the Community Center Director at events deemed suitable.



## DEFINITIONS

- A. "Facilities" shall refer to the Sacramento Community/ Convention Center. (SCC) and the currently closed Memorial Auditorium (MA).
- B. "Director" shall refer to the Sacramento Community/Convention Center Director, or a designated representative.
- C. "SCC" shall refer to the Sacramento Community/Convention Center, a department within the City of Sacramento.
- D. "Proposer" shall refer to any qualified person or entity submitting a proposal to provide the services as defined by and in accordance with these specifications.
- E. "Operator" shall refer to that party selected by the Sacramento Community/Convention Center to provide the services set forth herein.
- F. "Agreement" shall refer to the Exclusive Rights Agreement executed between the Operator and the Sacramento Community/ Convention Center in accordance with these specifications and the Operator's proposal submitted and accepted by the Sacramento Community/Convention Center, all of which will be incorporated into the Agreement.
- G. "Gross Receipts" shall refer to the total amount of money received by the Operator or any agent or employee of the Operator from all sales, cash or credit (whether collected or not), made the result of the service rights granted under the Agreement, excluding sales taxes, collected by the Operator or in the event of prepayment of sales taxes, excluding any amounts so prepaid by the Operator. Gratuities and/or service charges on food and beverages shall also be excluded from gross receipts to the extent paid out to Operator's service employees (excluding management and full-time, salaried employees). Any gratuities and/or service charges not paid out as defined above shall be included as gross receipts.
- H. "Licensee" shall refer to any person or entity that may from time to time enter into any agreement for the use of the Facilities for a particular purpose.
- I. "Food and Beverage Service Manager" shall refer to the Operator's chief on-site operating administrator or a designated representative.
- J. "Catering and banquet services" are defined in the Sacramento Community/Convention Center as the preparation and serving of food at a per plate per person charge. This can be construed to be in a group price or individual person price.

"Concession" sales of food and beverage sales are defined in the Sacramento Community/Convention Center as the preparation and sale of all food stuffs, beverages (alcoholic and non-alcoholic), and novelties at a per item charge. These items would consist of but not be limited to: hot dogs, soft drinks, candy, beer, mixed alcoholic drinks, coffee, wine, popcorn, peanuts, cotton candy, sno cones, hamburgers, assorted sandwiches, and doughnuts. Sale of tobacco products is prohibited. "Novelties" are defined in the Sacramento Community Convention Center as T-shirts, programs, records, tapes, disks players, etc.

If at any time there is a dispute between which category any item or sale falls, the Sacramento Community/Convention Center Director will make the final decision.

## EQUIPMENT LIST

Operator shall install and maintain the equipment indicated in their proposal. The equipment shall be new or in excellent condition and installation thereof will be made and it will be operational no later than March 16, 1991. The Community Center Director shall have the authority to reject replacement equipment, if any which he feels will detract from the aesthetic appearance of the premises. The operator shall be responsible for all modifications to the interior of the kitchens, concession sales area, storage areas, or office space and making all equipment connections in accordance with all building and health codes, statutes and ordinances.

All equipment is used and is accepted by operator in its present condition.

Equipment provided by the Sacramento Convention Center is as follows:

### KITCHEN

- 2 Scottsman Ice Machines
- 1 Cold water sink; Stainless Steel 7 ft. long with cabinet
- 1 Walk in Freezer
- 1 Walk in Refrigerator
- 1 Hot and cold sink with mirror
- 3 Hot and cold pot and pan deep sink with 25 ft. stainless steel table
- 1 Kewanee pot and pan washing unit
- 1 Salvajor waste disposer with 10 ft. stainless steel table
- 2 Montague conventional gas oven
- 2 Montague baking and roasting gas oven
- 2 Wolf stove flat grill with gas oven
- 1 Wolf stove with open grill with gas oven
- 1 Groen steam kettle
- 2 Montague BBQ gas grills
- 1 J.H. Mckie Steam coffee maker
- 1 Salvajor disposer with hot and cold sink and hot and cold deep sink with 24 ft. stainless steel table
- 1 Cold water sink with 7 ft. cabinet
- 1 7 ft. steam table with hot and cold deep sink
- 2 30 ft. plate and food warmer cabinet
- 2 Strahman steam wash down stations
- 1 Hot and cold mop sink

### DISHWASHER ROOM

- 1 Stero dishwasher machine
- 1 Salvajor disposer
- 1 Deep sink 30 ft. stainless steel table
- 1 Sprahman steam with down station

## PANTRY

- 1 Victory reach in refrigerator
- 1 Victory Rach in freezer
- 1 Cold water sink with 7 ft. cabinet
- 1 Salvajor disposer with stainless steel table
- 1 Double hot and cold deep sink
- 2 G.E. grill and oven electric
- 2 G.E. baking and roasting oven electric
- 1 Hot and cold sink with mirror

## CONCESSION STAND #1 & LIQUOR ROOM

- 1. Food Warmers, G.E., Model CF711, 5 bins, mounted over 16 1/2' s/s cabinet with sink, 8 doors listed on #9 below #4 item.
- 2. Soft Drink Dispenser, Perlick 5044 - 2 each, Need repairs
- 3. Draft Beer Dispenser, Perlick 4010 - 2 each
- 4. Drain Grating, Perlick 5025 - 4 each
- 5. Cash Drawer, 3 each
- 6. Combination Beer/Soda System, Perlick C5106 - 1 each
- 7. Reach-in Cooler, Perlick 7801A-2 - 1 each
- 8. Work Cabinet, 7' three door, veneer finish - 1 each; 6'- 2 ea. need repairs.
- 9. s/s Cabinets, under counter = 1) 6 ft. 2) 9 ft. 3) 3 ft. 4) 16 1/2 ft.
- 10. Ice Bin Cooler, (International Carbonic, Inc.) - 2 ea. 19 1/2" x 10 1/2 ", s/s - Need repairs
- 11. Syrup Tank Stand, Perlick C21499 - 1 ea.
- 12. Portable bars - 3 ea.
- 13. Bun Warmer, Star Model 3SST-18 - 1 ea.

## CONCESSION STAND #2

- 1. Food Warmer (drop in), G.E. CF-711, 5 bins
- 2. Soft Drink Dispenser, Perlick 5044 - 2 ea.
- 3. Draft Beer Dispenser, Perlick 4010 - 2 ea.

4. Drain Grating, Perlick 5025 - 4 ea.
5. Reach-in Cooler, Perlick 7801A-2 - 1 ea.
6. Combination Beer Soda System, Perlick C5106 - 1 ea.
7. Syrup Tank Stand, Perlick C21499 - 1 ea.
8. Ice bins/cooler, (International Carbonic, Inc.) - 2 ea
9. Cutting Board Table (Boos) - 1 ea. 6'
10. Bun Warmer, Star Model 3SST-1S - 1 ea.
11. Cabinets (Work) 1) 2 ea. s/s 4' 2) 1 ea. 6' s/s need repairs 3) 1 ea  
9 1/2' s/s need repairs 4) 1 ea. 14 1/2' s/s with sink.
12. Cash Drawers - 2 ea.

CONCESSION STAND #3

1. Food Warmers (drop in), G.E. CF711, 5 bins, mounted on 14 1/2 s/s cabinet with sink.
2. Soft Drink Dispenser, Perlick 5044 - 2 ea.
3. Draft Beer Dispenser, Perlick 4010 - 2 ea.
4. Drain Grating, Perlick 5025 - 4 ea.
5. Reach-in Cooler, Perlick 7801A-2 - 1 ea.
6. Combination Beer/Soda System, Perlick C5106 - 1 ea.
7. Syrup Tank Stand, Perlick C21499 - 1 ea.
8. Ice Bin/Cooler, no I.D. - 2 ea. 19 1/2" x 19 1/2" x 16" Needs repairs.
9. Work Table, Brewmatic Model 1448506 - 1 ea. 4' s/s shelf.
10. Cabinets 1) 1 ea. 5' 2) 9 1/2' both under counter 3) 14 1/2' s/s with sink.
11. Bun Warmer, Star Model SST-1s - 1 ea.
12. Cash Drawers - 2 ea. mounted on #1 and #2 of line #10 - Need repairs.

CONCESSION STAND #4

1. Food Warmers (drop in), G.E. CF711, 5 ea. mounted on item #3 on line #10.
2. Soft Drink Dispenser, Perlick 5044 - 2 ea.
3. Draft Beer Dispenser, Perlick 4010 - 2 ea.
4. Drain Grating, Perlick 5025 - 4 ea.
5. Reach-in Cooler, Perlick 7801A-2 - 1 ea. replace
6. Combination Beer/Soda System, Perlick C5106 - 1 ea.
7. Syrup Tank Stand, Perlick C21499 - 1 ea.
8. Work Table, Brewmatic Model #1448506, 4' s/s shelf - 1 ea.
9. Bun Warmer, Star Model SST-18 0 - 1 ea.
10. Cabinets, 1) 5' s/s under counter 2) 9 1/2' s/s under counter 3) 14 1/2' ft. s/s with sink.
11. Cash Drawers - 2 ea. Located on item #1 and #2, Line #10 - Need repair.
12. Ice Bins, ICI - 2 ea., one doesn't have a lid.

THEATRE 1ST FLOOR - CONCESSION STAND

1. Soft Drink Dispenser Guns, International Carbonics, Inc. Model # FT-11 - 2 ea.
2. Wine Dispenser Guns, McCanns Eng. & Mfg. Co. - 2 ea.
3. Remote Soda System, Perlick 5014 - 1 ea.
4. Syrup Tank Stand, Perlick C21499 - 1 ea.
5. Workboard, Vanguard 15' with 3 rinse tanks, 2 built in ice chests (NSF-635)
6. Cabinet - 9' s/s top and sides, 6 Dr, 6 Pwr, Formica Front, faucets. 2

THEATRE 2ND FLOOR - CONCESSION

1. Remote Soda System, Perlick 5104 - 1 ea.
2. Soft Drink Dispenser Gun, Perlick 5030-6

3. Wine Dispenser Gun, McCanns Model 39-6200 - 2 ea.
4. Workbench, Vanguard, 15', three rinse tanks, two ice chests, NSF-630.
5. Syrup Tank Stand, Perlick C-21499 - 1 ea.
6. Cabinet, 10 ft., 8 Dr, 8 Drwr, s/s top/side, formica front.

## EXPANSION

### Community Center Expansion

The following are excerpts from the Vitiello & Associates of Sacramento and LOSCHKY Marquardt & Nesholm of Seattle program study of the Sacramento Community Convention Center Expansion. The project is in the schematic conceptual design phase and the following excerpt and referenced studies available for purchase in the Office of the City Clerk represent the most current information at the issuance of this Request for Proposal.

### Memorial Auditorium

The Memorial Auditorium was opened in 1929 and closed in 1986 because of seismic concerns. Renovation plans are underway for a performing arts theater which seats approximately 2,500. Completion of this project is estimated at \$38,000,000 and is as yet unfunded. Completion date, contingent on funding, is anticipated for 1993.



# Executive Summary

In November 1989, the architectural team of Vitiello + Associates (V+A) of Sacramento, and Loschky Marquardt & Nesholm (LMN) of Seattle was selected by the City of Sacramento to provide convention center programming and design services for the expansion of the Sacramento Community Convention Center (SCCC). As directed by previously completed site analyses, the expansion is to occur in the block between J and K Streets, immediately east of the existing facility, incorporating by abandonment the intervening 14th Street right-of-way. This document defines the site specific program requirements for the SCCC Expansion - a contract requirement for the Concept Design Phase.

Previous analysis by convention center market and planning specialists established a program abstract indicating the demand for convention center facilities in Sacramento. The following program material relies on, and is consistent with, the Coopers and Lybrand Phase I Market Study dated December 17, 1987 and Phase II Draft Report dated June 8, 1990, and the Architectural Programming Study by V+A/LMN dated November 1989. These documents were developed to reflect program needs, independent of the expansion potential of the existing facility.

Through a workshop process with City representatives, the concept design and site specific program were developed by the Design Team. Simultaneously, cost estimating was provided to assure recommendation of a well balanced, site specific, program and concept design.

Accompanying this program document is Volume 1: Executive Summary of the Concept Design Report. Volume 1 presents a recommended concept design which incorporates to the greatest extent the program areas. Other multiple diagrammatic concept alternatives were considered and, through the workshop process with the City, were disregarded due to various programmatic, functional, or site specific limitations. Refer to Volume 3: Workshop Process for other concept alternatives. The contents of Volume 1: Executive Summary, Volume 3: Workshop Process, and Volume 4: Cost Estimate all incorporate the information in this document and are also available for review.



DEPARTMENT OF  
GENERAL SERVICES

FACILITY MANAGEMENT  
DIVISION PROJECT OFFICE

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CALIFORNIA

1030 - 15TH STREET  
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SACRAMENTO, CA  
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DIANE J. WRAY  
FACILITY MANAGER

November 15, 1990

**MEMORANDUM**

**TO:** Leonard Zerilli Assistant Director

**FROM:** Tom Morris, Architectural Technician *DM*

**SUBJECT:** SCCE PROJECT DESCRIPTION (PA-11)

The Sacramento Community / Convention Center Complex, designed by the Sacramento Architects Collaborative in association with Pietro Belluschi, was opened in 1974.

Due to rapidly expanding market demands, the existing Exhibition Hall and Activities Building are being designed for expansion to satisfy national, regional, and local needs into the 21st century. The expansion plans are being prepared by Vitiello + Associates, Inc., in association with Loschky Marquardt & Nesholm.

The expanded facility will be comprised of basement, ground, mezzanine, and upper levels, encompassing approximately 342,810 square feet of space which incorporates a 140,000 square feet Exhibition Hall, 25,000 square feet Ballroom, 30,000 square feet of meeting rooms, and lobby, prefunction, and support areas. The expansion, which comprises two full 2.5 acre city blocks, will utilize a shallow structural vault to minimize massing at street frontages, and incorporate a series of distinctive outdoor roof terraces at the upper levels. Several prominent lobby elements will be located along the J and 13th Street frontages.

Completion of this \$80,000,000 project is scheduled for 1994.

cc: File (Hardcopy)

# Summary of Areas

The following table summarizes the market driven requirements as adjusted by site and budget forces within the workshop process. It further breaks down the totals into existing space and anticipated new construction. These program values represent design objectives of the Sacramento Community Convention Center Expansion project.

	<u>Existing (SF)</u>	<u>New (SF)</u>	<u>Total (SF)</u>
Lobbies, Concourses & Prefunction Area	9,846	23,000	32,846
Exhibition Hall Areas	48,420	91,580	140,000
Exhibition Hall Support Areas	9,252	11,000	20,252
Meeting Room Areas	16,797	34,000	50,797
Meeting Room Support Areas	<u>1,477</u>	<u>6,900</u>	<u>8,377</u>
<b>Subtotal (1)</b>	<b>85,792</b>	<b>166,480</b>	<b>252,272</b>
<b>General Circulation</b>	<b>7,311</b>	<b>21,850</b>	<b>29,161</b>
General Office Areas	3,022	0	3,022
Food Service	7,629	5,800	13,429
Building Operations Areas	17,183	12,000	29,183
Loading Dock Areas	<u>1,620</u>	<u>5,650</u>	<u>7,270</u>
<b>Subtotal (2)</b>	<b>29,454</b>	<b>23,450</b>	<b>52,904</b>
<b>Subtotal (1) and (2) + Circulation</b>	<b>122,560</b>	<b>211,780</b>	<b>334,340</b>
<b>Mechanical and Electrical</b>		<b>8,470</b>	<b>8,470</b>
<b>ESTIMATED TOTAL SQUARE FOOTAGE</b>	<b><u>122,560</u></b>	<b>+ <u>220,250</u></b>	<b>= <u>342,810</u></b>

Also included in the expansion project are Title 24 and minor life safety code and seismic requirement upgrades. Although other upgrades (Kitchen, Security, Mechanical/Electrical and finishes) may eventually be desirable, they are not included in this scope of work.

SACRAMENTO COMMUNITY CONVENTION CENTER  
CONCEPT DESIGN REPORT: SITE SPECIFIC PROGRAM

August 1990

VITIELLO/LMN

2.4 FOOD SERVICE OPERATIONS

2.4.1 GENERAL

*Coffee service*

A full range of food and beverage service should be provided in the Convention Center expansion. This will include large banquets, small to medium meal events, receptions, bar service at temporary locations, concessions operations at permanent and portable stands, and related activities.

The entire food service operation should be administered from on-site centralized facilities meeting the following program requirements:

2.4.2 LOCATION

With the exception of concession stands, pantries and the VIP Lounge, all permanent food service facilities should be combined in one location. The existing facilities main kitchen area will accommodate deliveries and waste disposal via a dedicated service area. At this location, there should be a separate entrance for food service employees. This centralization of delivery, storage, preparation and office areas will provide a convenient base for management control and service.

2.4.3 MAIN KITCHEN

The main kitchen is currently centrally located in the existing facility between the exhibit hall and meeting rooms. This location is approximate in relation to the expansion areas it must serve. It has been determined that the kitchen will not be expanded; however, some additional square footage is provided adjacent to the existing kitchen for office, receiving, trash, or other areas to be determined in subsequent phases.

2.4.4 SATELLITE PANTRY

There should be satellite pantries of sufficient size to serve the larger meeting rooms. These pantries will be used for holding foods in heated or chilled units between courses, beverage preparation, dish and utensil storage. If possible, the pantries should be adjacent to, or have a service corridor to, the principal meeting rooms. These pantries are to be connected to the Main Kitchen by elevators or service corridors.

Alcoholic beverages will be served in these areas. All food service preparation will originate in the Main Kitchen, and will be transported to this area for holding and serving. No ware washing is anticipated for these areas. The soiled ware will be returned to the Main Kitchen for washing after use.

Food service equipment required for these areas includes counters, hot and cold holding equipment, coffee making and ice making.

#### 2.4.5 CONCESSION STANDS

There will be one permanent stand in each of the new exhibition halls. The stands should have 30 feet of front counter space and proportionate backbar space. In addition, there should be storage and preparation space behind each stand. The concession stands will serve light food items, snacks and beverages (possibly including beer and wine) all using disposable service.

Food service equipment will include serving counters, hot and cold holding equipment, 8 foot by 10 foot walk-in cooler for each stand, beverage dispensing equipment, ice holding or making equipment, storage, sinks and microwave cooking. No provision will be made for grease cooking.

**2.4 FOOD SERVICE AREA SUMMARY**

Approximately 9,000 SF of food service area is existing and is expected to be utilized with a main kitchen expansion of  $\pm 1,000$  SF. Part of the additional area will be used to connect vertically with the upper level Ballroom. Other area requirements will be determined at a later date.

**KITCHEN SUPPORT AREAS**

Main Kitchen Support	1,000 SF
Satellite Pantries @ Ballroom/Meeting	$\pm 1,000$ SF
Cart Holding @ Ballroom	<u>400 SF</u>

**SUBTOTAL SUPPORT KITCHENS AREAS**      **2,400 SF**

**CONCESSION AREAS**

Concession Stands 2 @ 800 SF	1,600 SF
Concession Storage 2 @ 400 SF	<u>800 SF</u>

**SUBTOTAL CONCESSION AREAS**      **2,400 SF**

**TOTAL FOOD SERVICE**      **4,800 SF**

SACRAMENTO COMMUNITY CONVENTION CENTER  
CONCEPT DESIGN REPORT: SITE SPECIFIC PROGRAM

August 1990

VITIELLO / LMN

**Functional Group:**

**2.4 FOOD SERVICE AREAS**

**Space:**

**SATELLITE PANTRIES**

**No. Req'd:** Optional/Distributed  
**Sq. Ft.:** 1,000 (total)  
**Height:** 9 feet ±

**Description of Activities & Functions:** Provide local serving station and holding area for meeting room/exhibit hall banquets.

**Principal Relationships:** Meeting rooms, food service corridors, dumbwaiters and elevators.

**Occupancy/Load/Load Factor:** B-2/21/200  
**Exit Width Req'd:** 0.42  
**Min. No. Exits:** 1  
**Access Dim. Req'd:** To be determined

**UTILITY SERVICES (To be developed with Food Service Consultant)**

*Plumbing  
overall?  
refrigeration?  
w/drain?*

**Power:** 120 VAC convenience and per equipment, including hot carts  
**Signal:** Telephone and intercom to kitchen, house phones  
**Water:** Hot and cold  
**Drain:** Floor drain and equipment  
**Other:** —  
**Fixtures:** Sinks

**DESIGN CRITERIA**

**Floor Loading:** 100 psf  
**Lighting Levels:** 20-30 fc  
**Acoustic Levels:** NC 40-45  
**Design Temp:** 75° F

**FINISH REQUIREMENTS**

**Floors:** Resilient  
**Walls:** STC 50 minimum (greater at adjacent meeting rooms), washable baseboard bumper guards, wall corner protection  
**Ceilings:** Washable, accessible

**OTHER:**

SACRAMENTO COMMUNITY CONVENTION CENTER  
CONCEPT DESIGN REPORT: SITE SPECIFIC PROGRAM

August 1990

VITIELLO / LMN

Functional Group:

2.4 FOOD SERVICE AREAS

Space:

CART HOLDING AREAS

No. Req'd: 1/meeting subdivision  
Sq. Ft.: 400 (estimate)  
Height: 8'-0"

Description of Activities & Functions: Beverage, ice and holding area for food carts adjacent to Ballroom.

Principal Relationships: Ballroom, Meeting rooms, pantries, food service circulation.

Occupancy/Load/Load Factor: B-2/---  
Exit Width Req'd: ---  
Min. No. Exits: 1  
Access Dim. Req'd: ---

UTILITY SERVICES

Power: Overhead plug-in for hot carts  
Signal: House phones  
Water: ---  
Drain: ---  
Other: ---  
Fixtures: ---

DESIGN CRITERIA

Floor Loading: 100 psf  
Lighting Levels: 15-20 fc  
Acoustic Levels: ---  
Design Temp: 75° F

FINISH REQUIREMENTS

Floors: Resilient  
Walls: Washable, STC 50 minimum, baseboard bumper guards, wall corner protection  
Ceilings: Washable above carts

OTHER:



SACRAMENTO COMMUNITY CONVENTION CENTER  
CONCEPT DESIGN REPORT: SITE SPECIFIC PROGRAM

August 1990

VITIELLO / LMN

**Functional Group:**

**2.4 FOOD SERVICE AREAS**

**Space:**

CONCESSION STAND

**No. Req'd:** 2  
**Sq. Ft.:** 1,600 (total): 2 @ 800  
**Height:** 9 feet ±

**Description of Activities & Functions:** Provide food service to exhibit halls. No grease cooking.

**Principal Relationships:** Within exhibit halls at the support side of hall 30' of front counter per hall. Direct access to Concession Storage.

**Occupancy/Load/Load Factor:** B-2/85/30  
**Exit Width Req'd:** 1.7  
**Min. No. Exits:** 1 (each)  
**Access Dim. Req'd:** To be determined

**UTILITY SERVICES**

**Power:** To be developed with food service consultant  
**Signal:** Telephone, house phones, emergency call  
**Water:** Equipment and sinks  
**Drain:** Floor drain and equipment  
**Other:** Door monitors  
**Fixtures:** Per food service consultant

**DESIGN CRITERIA**

**Floor Loading:** 100 psf (no reduction for area)  
**Lighting Levels:** 25-40 fc  
**Acoustic Levels:** ---  
**Design Temp:** 75° F

**FINISH REQUIREMENTS**

**Floors:** Per health codes  
**Walls:** Per health codes  
**Ceilings:** Per health codes

**OTHER:**

SACRAMENTO COMMUNITY CONVENTION CENTER  
CONCEPT DESIGN REPORT: SITE SPECIFIC PROGRAM

August 1990

VITIELLO / LMN

Functional Group:

2.4 FOOD SERVICE AREAS

Space:

CONCESSION STORAGE

No. Req'd: 2  
Sq. Ft.: 800 (total): 2 @ 400  
Height: Cooler requirement

**Description of Activities & Functions:** Daily support of concession stand, shelving, beer cooler, dry stores, soda, ice.

**Principal Relationships:** Concession stand, dock, receiving office.

Occupancy/Load/Load Factor: B-2/4/100  
Exit Width Req'd: ---  
Min. No. Exits: 1  
Access Dim. Req'd: To be determined

**UTILITY SERVICES** (To be developed with food service consultant)

Power: ---  
Signal: House phones  
Water: ---  
Drain: ---  
Other: Door monitors  
Fixtures: ---

**DESIGN CRITERIA**

Floor Loading: 100 psf  
Lighting Levels: 25-40 fc  
Acoustic Levels: ---  
Design Temp: 75° F

**FINISH REQUIREMENTS**

Floors: Per health codes  
Walls: Per health codes  
Ceilings: Per health codes

**OTHER:**



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DUANE J. WRAY  
FACILITY MANAGER

November 14, 1990

**MEMORANDUM**

**TO: Leonard Zerilli**

**FROM: Mike George**

**SUBJECT: Memorial Auditorium (Project No. PA46)  
Project Description**

Memorial Auditorium, designed by Charles and James Dean (Of Dean and Dean Architects) was opened in February 1927. James Dean was the City Architect from 1924-28, and was named City Manager in 1930.

The sheer size of Sacramento Memorial Auditorium (over 122,000 square feet, located on a full 2.5 acre city block) and Byzantine style exemplifies the importance the Memorial Auditorium has held as a memorial to Sacramento's war veterans and in the history of Sacramento. Located in a park-like setting, it is constructed of brick and terra cotta with a tile roof.

Closed for public use in 1986 because of seismic concerns the building is now being completely renovated. The renovation plans are being developed by James Polshek and Partners, and Dreyfuss and Blackford Architects will seat approximately 2,500 for performing arts and other theatrical events while maintaining the historical integrity of this landmark building.

Completion of this \$38,000,000.00 project is scheduled for 1993.

Thank You, *Mike George*  
Michael D. George  
Associate Architect

cc: David Morgan, Senior Architect  
Albert King, 3DI  
Project File

## FINANCIAL TERMS

### A. Financial Structure of Agreement

The Agreement between Sacramento Community Convention Center and Operator will be financially constructed in one of the three following manners, depending on a variety of factors deemed to be in the best interest of Sacramento Community Convention Center:

1. Management Fee
2. Profit and Loss (P&L)
3. Combination Management Fee/Profit and Loss.

**Proposers are encouraged to submit proposals covering all three financial agreements.**

Each of the three financial structure alternatives are described in more detail below.

### B. Management Fee Agreement

Operator shall be paid, on a monthly basis, a guaranteed management fee of five percent (5%) for the first operating year, four percent (4%) for the second operating year, and three percent (3%) for the third and successive years of all Gross Receipts from the food and beverage operation. The management fee will be chargeable to the profit and loss statement of the food and beverage operation as a direct operating cost. Said Management Fee will commence with the first revenue producing event held in the Sacramento Community Convention Center. Operator shall also be entitled to a share of the net profits from the food and beverage operation, as defined in paragraph "F" of this section.

### C. Profit and Loss Agreement

Operator shall pay to Sacramento Community Convention Center percentages of all Gross Receipts on a monthly basis from the following categories of Gross Receipts:

1. Concessions food and non-alcoholic beverages
2. Banquet catering food non-alcoholic beverages
3. Cafeteria/Buffer food and non-alcoholic beverages
4. Alcoholic beverages from all areas of sales
5. Off-premises catering
6. Candy and vending machine Sales

7. Gifts, sundries and all other sales not elsewhere classified.
8. Optional services.

The Operator shall assume the risk and responsibility for Profit and Loss of the food and beverage operation under this financial structure.

D. Combination Management Fee/Profit and Loss Agreement

Under this financial structure, the Operator shall pay to Sacramento Community Convention Center a percentage of all Gross Receipts on a monthly basis from the sales of all alcoholic beverages. Operator shall assume all profit and loss risk and responsibility of the alcoholic beverage operation and shall also maintain a completely separate accounting system and books of record pertaining to this operation. All other aspects of the food and beverage (food, non-alcoholic beverages, gifts, sundries, etc.) will be operated under the Management Fee financial structure as defined in paragraph B above and will also require a separate accounting system and books of record and costs.

E. Reserve Funds

Under each of the three financial structures defined above, Operator shall pay to Sacramento Community Convention Center on a monthly basis the following percentage of all Gross Receipts which shall be deposited in interest-bearing accounts in a Sacramento bank in the name and interest of Sacramento Community Convention Center.

1. Equipment Replacement and Additions (one percent) (1%).
2. Extraordinary Repair and Maintenance (one percent) (1%).
3. Marketing and Sales Promotion (three percent) (3%).

Said reserve funds shall be maintained for the term of the Agreement and shall require Sacramento Community Convention Center approval for disbursement. In the event said accounts are not used for the purposes intended in any one (1) fiscal year of operation, then, at the conclusion of said fiscal year, the balance may be transferred, if Sacramento Community Convention Center chooses to a Sacramento Community Convention Center income account.

The Sacramento Community Convention Center reserves the right to carry over any remaining balance in the reserve funds to succeeding years if Sacramento Community Convention Center, in its sole judgment, deems it to be in the best interest of the Facilities to do so. Community Center Director shall have the right of final approval of all expenditures from the reserve funds. The Sacramento Community Convention Center reserves the right to cross over balances between the reserve funds.

The Reserve Funds shall not serve to relieve the Operator of his responsibility to:

1. Repair and maintain equipment and facilities as necessary to provide a continuous, high-quality operation.
2. Replace damaged, lost, missing and/or obsolete equipment as required to maintain original par inventory levels. Actual replacement expenses of up to one percent (1%) of gross receipts are payable, with Sacramento Community Convention Center approval, from the Reserve Fund. The Operator will be solely responsible for replacements over 1% of Gross Receipts. A complete inventory will be conducted every six (6) months at which time Operator will ensure that purchases are made so that proper inventory levels are maintained.
3. Develop and conduct professional marketing and sales promotion programs. Banquet catering sales personnel (minimum of one full-time required) salary, commission, and benefits costs are not payable from the reserve fund.
4. Manage and control losses from bad debts. Operator shall be totally responsible for bad debts under any of the Profit and Loss financial structures. Operator shall be totally responsible for bad debts in excess of one percent (1%) of Gross Receipts under any of the Management Fee financial structures.

F. Profit-Sharing Relationship

Under the Management Fee financial structures defined above in paragraphs B and D (Excluding alcoholic beverages), Operator and Sacramento Community Convention Center shall share net profits of the operation in accordance with the percentage formula offered by the Proposer and accepted by the Sacramento Community Convention Center. Net profits are defined as the amount remaining from Gross Receipts after deduction of the following direct operating costs:

1. Cost of Goods sold.
2. Direct Labor (including any applicable taxes and fringe benefits) for on-site Operator employees devoting their full efforts to Sacramento Community Convention Center.
3. Direct Expenses (licenses, supplies, reserve fund payments, taxes...property, possessory interest, rentals, insurance, etc.).
4. Management Fee to Operator as outlined in Paragraph "B" above.
5. Start-up (pre-opening) costs amortized over thirty-six (36) months.
6. Bad Debt Expense (up to 1% of Gross Receipts).

The following costs are specifically not considered direct operating costs for the purpose of defining net profits and are also not to be charged to the profit and loss statement for the operations, but rather are paid for at Operator's expense:

1. Food and Beverage Services Manager's salary, bonuses, insurance, payroll taxes, and fringe benefits including vehicle and maintenance costs.
2. Corporate supervision and support services (accounting and payroll services, facilities planning and design, auditing, legal, insurance, purchasing, personnel, training, public relations, etc.)
3. Corporate taxes.
4. General and administrative Corporate overhead expenses.
5. The capital costs, the ongoing maintenance and operation costs, replacement or enhancement costs of the items required to be provided by the Operator and that remain the Operator's equipment as recited in Section VI. C.
6. Any costs (cost of goods, payroll, direct expenses, etc.) associated with the sale of alcoholic beverage under the financial structure defined in paragraph "D" above.

The amount owed to the Sacramento Community Convention Center as a result of profit sharing shall be paid by the Operator to Sacramento Community Convention Center, without notice or demand, on or before the 15th day following the conclusion of each month with detailed summary reports at the sixth and twelfth month of each year. The year-end profit sharing payment shall be followed by a year-end profit and loss statement, certified by Operator and an independent CPA firm, within sixty (60) days after the end of the year.

Operator understands and agrees that the maximum allowable total profit under any of the financial structures cited above shall be limited to the percent (10%) of Gross Receipts and Operator further agrees to pay to Sacramento Community Convention Center any such profits in excess of ten percent (10%) at the end of each year.

G. Start-Up Costs

Operator shall prepare a detailed budget for start-up costs to be incurred prior to facility opening date and approved by Community Center Director. The start-up costs will be initially funded by the Operator and thereafter repaid by Sacramento Community Convention Center to operator out of available net monthly revenues in thirty-six (36) equal monthly installments (Non-interest bearing).

**INSURANCE, INDEMNIFICATION, EQUAL EMPLOYMENT  
OPPORTUNITY**

**A. Operator Insurance - General**

1. Operator shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Director. Approval by the Director of any certificate of policy of insurance shall not, however, relieve the Operator from its responsibilities to provide the insurance coverage required.
2. The Operator shall furnish all certificates of insurance to the Director for review and approval.

**B. Insurance Requirements**

During the duration of this Agreement, Operator shall maintain the following noted insurance:

<u>Coverage</u>	<u>Required</u>	<u>Not Required</u>
Broad Form Comprehensive Liability	<u>  X  </u>	<u>      </u>
Business Auto Liability	<u>  X  </u>	<u>      </u>
Worker's Compensation	<u>  X  </u>	<u>      </u>
Professional Liability (Errors & Omissions)	<u>  X  </u>	<u>      </u>

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0404 (Broad Form Comprehensive General Liability);
2. Insurance Services Office form number CA 0001 (Ed. 1/78) (Automobile Liability, code 1 "any auto");
3. Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance.
4. Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.

Minimum Limits of Insurance. Operator shall maintain limits no less than:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.



2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
4. Professional Liability (Errors and Omission): \$\_\_\_\_\_ combined single limit per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The City, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Operator; products and completed operations of the Operator; premises owned, leased or used by the Operator; or automobiles owned, leased, hired or borrowed by the Operator. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
  - b. The Operator's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Operator's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
  - d. Coverage shall state that Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Worker's Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by Operator for the City. This requirement may, however, be waived in individual cases at the discretion of the City.

### 3. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

#### D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverage only, provided, however, that in no event will a carrier with a rating below B:IX be acceptable.

#### E. Verification of Coverage

Operator shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be forwarded to the City representative.

#### F. Indemnity and Hold Harmless

The Operator shall indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the performance of this contract by Operator whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.

#### G. Equal Employment Opportunity

During the performance of this Agreement, Operator, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Regulations: Operator shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, (41 CFR Part 60), hereinafter referred to as the "Regulations".
2. Nondiscrimination: Operator, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection materials and

leases of equipment. Operator shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Operator for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Operator of Operator's obligation under this Agreement and the regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

## KITCHEN, CONCESSION, STORAGE, AND OFFICE SPACE

Prospective proposers are urged to observe, first-hand, the parameter and operational capabilities of each of the concession stands, kitchens, storage areas, and office space currently in place at the facility. The following information represents a brief description of the food and beverage related space:

**Kitchen:** One full preparation and service kitchen approximately 3752 square feet, located on the first floor of the Activity Building. One pantry (serving kitchen) approximately 466 square feet located on the second floor of the Activity Building.

**Concessions:** Existing Exhibit Hall contains four sales stands approximately 255 square foot each. The theater contains two sales stands of approximately 180 square foot each.

**Storage Space:** Storage space for the food and beverage operator is located in the Activity Building and the Exhibit Hall. There is approximately 1078 square feet on the first floor of the Activity. There is approximately 980 sf in the Exhibit Hall.

**Office Space:** Office spaces shall be provided for the Operator. Operator shall be responsible for furnishings, telephone FAX, copy machines, and all other office equipment necessary to conduct business.

**Expansion space:** The expansion space and Memorial Auditorium are described on pages V-9 with the most current information available.

Existing specifications for the Community Convention Center are available at the City Clerk's Office for a \$25 fee.

## MAINTENANCE AND CLEAN-UP

- A. Operator shall maintain all equipment and small wares used in the performance of his duties, including rolling stock, in a good state of repair, including maintenance or repair necessitated by ordinary wear and tear.
- B. Operator shall replace any equipment beyond repair, or rendered useless by wear and tear, unless, in the sole opinion of the Director, the equipment is unnecessary to the proper functioning or the food service operation. Replacement equipment shall be subject to approval of the Sacramento Community Convention Center as to type and similarity to that replaced. Operator is fully responsible for providing an inventory of food service equipment and small wares on the premises of the facilities adequate to provide full services to the patrons of the facilities at all times.

A replacement reserve fund equal to one percent (1%) of gross revenues will be paid monthly to Sacramento Community Convention Center for the purpose of replacing equipment and small wares for the operation. All expenditures from this reserve fund require the prior approval of the Sacramento Community Convention Center. If, during any year, the cost of replacements exceeds an amount equal to one percent (1%) of gross revenues, the cost of such excess replacements will be at the expense of the Operator.

- C. The Operator shall maintain all food service and storage facilities in a clean and sanitary condition in accordance and consistent with all applicable rules, demands and requirements of law, pertinent health and sanitary codes, and requirements of duly authorized health authorities of the City and County of Sacramento and any other health department having jurisdiction. If Operator, upon written notice from City, fails to correct uncleanliness and unsanitary conditions, the City may cause the area to be cleaned and bill Operator for all expenses (including pest control) incurred.
- D. For the sake of clarification, it is intended that the Operator maintain the supply of adequate trash receptacles in the vicinity of service areas, particularly at the condiments locations of permanent concession stands. Condiment stands and trash receptacles are to be approved by the Director to conform with the interior design of the facilities. These areas shall be regularly monitored by the Operator for cleanliness, supplies and trash removal during events.
- E. All refuse and waste material created by the Operator's operations in all public areas shall be promptly disposed of after each event by the

Operator. Wet refuse must be stored in water tight containers pending removal from the property. Waste foods shall be kept in closed metal containers until removed from the facilities. Such removal shall be made promptly during and after the event. The entire area within a radius of twenty-five (25) feet of each stand, commissary and work area, shall be kept free and clear from all nuisance and damage done to floors, walls, window or other property in said radius by reason of operation of said stand. Operator shall employ the necessary personnel before, during and after hours of any event to comply with these provisions. Operator shall provide sufficient waste receptacles at each location and make certain that they and all condiment stands are kept clean and promptly serviced during and after each event.

- F. Operator shall obtain and maintain equipment necessary to provide food service functions such as dollies, hand trucks, carts, tables, etc.
- G. Operator shall provide the Director with copies of all maintenance contracts and cleaning and maintenance schedules on at least an annual basis.
- H. The Director, at its sole discretion, shall determine acceptable performance levels relative to maintenance and sanitary conditions. If performance levels relative to maintenance and sanitary conditions are not acceptable, Director may, after written notice to Operator, cause these unacceptable conditions to be corrected. Operator shall be responsible for all costs incurred by City in correcting these conditions.
- I. Operator shall include a recycling plan for recyclable waste.

## MARKETING AND SALES PROGRAM

Proposer shall include with proposal a marketing and sales program which includes staff dedicated to marketing food and beverage sales at the Facility, advertising program, budget for printed materials and direct mail pieces, and specific approach to sales program. Provide samples of brochures, direct mail pieces, promotions, etc. used at other operations in the past three years.

## MENU AND PRICING

Existing concession menu and prices are as follows for the Exhibit Hall:

<u>ITEM</u>	<u>SIZE</u>	<u>PRICE</u>	<u>LOCATIONS</u>
Almonds	3 oz.	\$ 1.50	Theater
Chocolate	.75 oz.	1.00	Theater
Oatfield Hard Candy	1.75 oz.	1.00	Theater
Pepsi, 7-Up, Diet 7-Up	12 oz.	1.00	Theater, Bar
Pepsi, 7-Up, Diet Pepsi	16 oz.	1.25	Community Center
Coffee	8 oz.	.75	Community Center
Coffee w/Piroline	8 oz.	1.00	Theater
Popcorn	32 oz.	1.50	Community Center
Malt	12 oz.	1.50	Community Center
Nutty Sundae	3 oz.	1.00	Community Center
Hot Dog	1/4 lb.	2.00	Community Center
Beer - Draft	16 oz.	1.75	Community Center
Wine - House	6 oz.	2.50	Theater, C.C., Bar
Wine - Premium House	6 oz.	3.00	Bar
Wine - Varietals	6 oz.	2.50	Theater
Beer - Regular	12 oz.	2.00	Community Center
Beer - Premium	12 oz.	2.25	Community Center, Bar
Cocktails	1 oz.	2.50	Theater, C. C., Bar
Irish Coffee	1 oz.	3.00	Theater
Champagne - House	6 oz.	2.25	Theater, C. C.
Champagne - Premium	6 oz.	3.50	Theater
Blender Drinks	12 oz.	3.50	Theater
Blender Drinks - No Alcohol	12 oz.	3.50	Theater
Specialties-Sandwiches	4 oz.	3.00	Community Center
Nachos	6 oz.	3.00	Community Center
Pretzels	5 oz.	1.50	Community Center
Cookies	2 oz.	1.50	Community Center
Mineral Water	10 oz.	1.50	Theater, C. C.
Muffins	5 oz.	1.50	Community Center

### Theater

Spirituos liquors  
 Champagne  
 Coffee  
 Hors d'oeuvre  
 Soft drinks, nonstaining base

All price increases must have prior approval of the Director.



## OPERATIONS

- A. The public's rights shall not be infringed upon by any activity of the Operator or any of his employees. The activities of the Operator shall be such as to render service to the public in a dignified manner and no pressure, coercion or persuasion shall be used by the Operator in an attempt to influence the public to use the services or products of the Operator. All Operator's sales activities shall be conducted and operated under the supervision of the Director and shall in no way interfere with the orderly operation of any event. The sales shall be conducted at such times from and at locations designated by the Director or his authorized representative. Operator and his employees will not distribute campaign or political literature of any kind in the facilities. Notwithstanding the overall and ultimate supervision of the facilities' activities by the Director, the Operator shall at all times exercise prudent, reasonable and experienced judgment in the serving of alcoholic beverages. The Operator shall at all times use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages.
- B. The Operator shall operate the spaces designated for the purpose of the sale at retail to the public at the facilities, and Sacramento Community Convention Center approved resale of beverages, food, confections and sundries in an efficient manner for the convenience and safety of the public during all designated facilities events and at such other times as shall be reasonably required by the Director. No tobacco products are to be sold.
- C. Programming for all events requiring the services of the Operator shall be performed by the Director or his authorized representatives. Any and all programming offered by the Operator utilizing the facilities shall be accepted and incorporated into the official Calendar of Events, provided that said activities are consistent with the policies of the Director and the Sacramento Community Convention Center and provided that said events are not in competition or conflict with facility sponsored events.
- D. The Operator shall employ and compensate his own help, sub-contractors and employees; and all said employees, or sub-contractors shall meet all the requirements set out herein. The employees shall be neat and clean in appearance and be courteous towards the patrons, the public and their fellow employees. All employees of the Operator shall enter and leave the facilities via the entrance(s) so designated by the Director. The Operator shall be solely responsible for the payment of all Federal, State , and Local employment taxes and Health/Welfare benefit plans.

Only those employees actually working shall be permitted in the facilities without charge, and any such employees observed in the facilities at events in which they are not working may be removed by the

Director. Community Center Director may request a list of employees scheduled to work in advance of an event. At no time will the Operator permit the free entrance of any person not a bona fide employee for such event or events and no surplus of employees will be permitted for any event. The Director reserves the right to forbid the employment of any individual considered unsatisfactory or not in the best interest of the facility. Drinking alcoholic beverages and/or the use of narcotic substances on the job will not be tolerated and infractions may bring immediate dismissal and removal from the premises. The Director reserves the right at all times to call for the Operator to dismiss any employee of Operator for cause. The Operator shall provide locker space for employees of Operator. Operator or Operator's employees shall provide locks and remove them upon end of work shift.

E. The Director shall have the prior right to approve the selection of Operator's management. No replacement of the Operator's management will be permitted without prior approval of the Sacramento Community Convention Center Director, including interviewing and approving the replacement Food and Beverage Service Manager for Operator at least thirty (30) days prior to the departure of the previous Manager unless Operator terminated for cause.

F. Operator shall provide event staffing in accordance with the following minimums:

1. Waiter/waitresses

One per 20 guests for sit-down luncheons and dinners  
One per 24 guests for sit-down breakfasts  
One per 24 guests for luncheons and dinner buffets  
One per 32 guests for breakfast buffets  
One per 100 guests for cocktail parties  
Bus staff shall be provided at one-half the ratio of  
waiter/waitress.

2. Bartenders

One per 100 guests for host bars  
One per 125 guest for cash bars

3. Concession Stand Staffing

The Operator shall add or reduce any personnel requested by the Director if, in the Director's sole discretion, the level of service to the public is deemed unsatisfactory.

Operator shall provide support staff (i.e. bus persons, dishwashers, food preparers) adequate for the event. Staffing is subject to review and approval of the Community Center Director.

G. Operator must have capacity to serve 6,000 for a sit down food function. Operator shall provide table service, linens, etc.

- H. All employees of Operator, except key managers and office personnel shall be neatly attired in uniforms which properly identify the Operator. All employees of Operator shall be required to possess a valid health certificate. All uniforms are subject to prior approval by the Director. All employees must be provided a name badge.
- I. All beverages sold either at fixed or portable locations or vended (except for catered events) shall be sold in paper or plastic cups. The Director shall have the right of approval of all containers.
- J. All uniforms, plastic and paper cups, containers, napkins, matchbooks, etc. must prominently display the facility's name and/or logo. Operator's logo may be displayed also. All artwork and design specifications will require prior written approval of the Director.
- K. Operator shall be permitted to operate or subcontract vending machines subject to the approval of the Director as to the location, number of machines and products to be sold. All such sales shall be included in the Operator's gross receipts. At least one beverage vending machine shall be provided in the employee lounge of the Community Center.
- L. Chewing gum, popcorn, cotton candy, sno-cones or tobacco products will not be sold by the Operator either manually or through vending machines, without specific Sacramento Community Convention Center approval.
- M. The Operator shall not interfere with the free distribution of food or drinks or any other items of any nature whatsoever, where such distribution has been authorized by the Director. Free samples of a normal sample size as approved by the Director may be given away by or on behalf of or with permission of any person or organization which has properly engaged the Facilities at trade shows, cooking schools, exhibitions and conventions at the discretion of the Director. The Operator will be required to provide or modify operations upon request of any Licensee, when it has been approved by the Director as in the best interest of the Licensee or is necessary to comply with the terms of the Agreement between the Facilities and said Licensee.
- N. The Director shall issue reasonable rules and regulations for the operation of the food and beverage services and the Operator shall operate the food and beverage services in accordance with such rules and regulations, which may be amended from time to time. Final decision as to whether or not alcoholic beverages may be sold at an event shall be determined by the aforementioned rules and regulations. The decision to refuse service of alcoholic beverage to any individual shall be the responsibility of the Operator.
- O. The Director shall decide any and all questions which may arise as to the acceptability of services rendered, and as to the manner of

performance, and questions which arise as to the interpretation of the conditions and the specifications and all questions as to the acceptable fulfillment of Agreement, except that actual termination shall only be accomplished with the City of Sacramento approval.

- P. Operator shall notify Director eight days in advance of steam, refrigerator, or exhaust fan needs outside normal hours. Normal working hours for engineer staff is 5:00 a.m. - 10:00 p.m. If late notification to Director results in overtime, operator will be responsible for costs incurred.
- Q. Operator shall have at least one concession stand open and operating during move-in and move-out days for trade shows, consumer shows, exhibits, conventions, rehearsals, etc. when requested by Director.
- R. Operator shall be required to provide sufficient levels of working capital, (till funds, petty cash, and inventory) to adequately serve the patrons of the Facilities at all times.
- S. Operator agrees that there shall be no discrimination by it against any person with respect to opportunity for employment, or conditions of employment because of race, color, religion, national origin, age, sex, or disability and warrants that it will comply with all applicable State and Federal laws relating to employment practices.
- T. The days and hours of operation for the food and beverage service shall be subject to the prior approval of the Director.
- U. Price increases shall require the prior approval of the Director.
- V. Operator shall be required to provide food and beverage service at other locations for events co-sponsored by the Sacramento Community Convention Center or City of Sacramento.
- W. Operator shall implement a Recycling Plan for paper, cans, and glass.
- X. Operator shall implement a "feed the hungry" program.

#### PARKING FOR OPERATOR

The Sacramento Community Center will provide two parking spaces for Operator on site. Additional parking is available at nearby parking structure at Operator's expense.

## PRODUCTS TO BE SOLD AND PRICES

- A. The Agreement shall give the Operator the exclusive right, subject to other provisions of these specifications, to sell all products of a food and beverage nature, including alcoholic beverages, candy and sundries at the Facilities. Rights for the sale of novelties, souvenirs, merchandise and programs and other items are specifically included in this Agreement. All such products and services require the approval of the Sacramento Community Convention Center.

The exclusive rights granted hereunder shall not be construed so as to prevent or prohibit either the Facilities, or any licensee or lessee of the Facilities, from engaging in or contracting for, with Facilities' approval, outside catering services privileges for only certain dietary, religious or special events as approved by Director. However, the Operator shall be considered the exclusive catering service, and Facilities will recommend the Operator as first choice for all catered events, provided the Operator demonstrates the required catering capabilities. Use of the Facilities by an outside catering service shall not include the use of any of Operator's occupied areas or equipment other than the service corridors unless otherwise agreed to by the operator. The Director reserves the right to contract with outside catering services in connection with Harvest Festival, Greek Food Festival, backstage and other special circumstances.. Use of equipment and facilities shall be negotiated between Operator and Director.

- B. Operator shall provide those types of services normally associated with Convention Center operations from the standpoints of building, customer, tenant and public needs. These services are primarily concession and catering related functions. Additionally, specialized services consisting of, but not limited to the following, will be required:
1. Room Service - This service is pertinent to meeting rooms used by clients with services requested ranging from snacks to elaborate catered meals. This type of service often involves quantity amounts of food as opposed to individual orders, requires constant attention by Operator for re-supply and freshness purposes, and often must be serviced around meeting time and/or other constraints imposed by the client or Facilities management.
  2. Exhibitor Services - Exhibitors at convention or trade shows may choose to entertain clients with food and/or beverage items served directly in their booth display location. This is a generally acceptable practice, but price agreements between Operator and the Exhibitor must be approved by Director who shall receive not less than the standard concession percentage on said services.
  3. Personnel Service - There will be occasions when Operator is called upon to provide hosts/hostesses, bartenders and/or waiters/waitresses for specialized functions. These functions are not to be confused with or detract in any way from the normal

services and staffing for which Operator is responsible under this Agreement and are in addition thereto. Rates for such services shall be specifically approved by Director.

4. Portable "Thematic" Food Service - For certain events held in the Facilities, the client may require specialized or ethnic foods and beverages with related thematic presentations and displays. There are almost unlimited variations of these specialized functions, including the manner in which they are served and the locations employed. All agreements and pricing for thematic events must have prior approval by the Director.
5. Water Service - Operator shall provide head table water service for all meetings in the Facilities at no charge. This service shall consist of glasses and pitchers for ice water. In addition, the client may from time to time request water service in meeting rooms for the audience which Operator shall also provide.

C. Operator recognizes that the quality of items sold and services performed at Facilities is a matter of highest concern to the Sacramento Community Convention Center and is the essence of the Agreement. Operator represents and warrants that all items he sells will be of the highest practicable quality. Special attention will be given by Operator to the promptness and delivery of all licensee services.

Operator agrees that food and beverage items purchased for use at the Facilities shall at least meet the minimum purchase requirements specified below:

**Minimum Purchase Specification Requirement**

Beef	Heifer or Steer GRADE YIELD CONDITION GROUND BEEF	USDA top Choice 3 years old or under Fresh or frozen Chuck, 20% fat content
Pork	GRADE YIELD CONDITION	US No. 1 1 year or under Fresh or frozen
VEAL	Calf GRADE	USDA Choice
LAMB	Yield GRADE CONDITION	Under one year old USDA Choice Fresh or frozen

POULTRY	GRADE	USDA inspected
	CONDITION	Grade A
		Hens-fresh or frozen
		Fryers-fresh or frozen
		Duckling-fresh or frozen
		Turkey Breast-fresh or frozen
FISH 7 SHELL FISH	GRADE	When Graded-A, otherwise top quality
	CONDITION	Fresh, when available
		Frozen, if cost and availability warrant
EGGS	GRADE	USDA A, 100% candled
	SIZE	Large
	CONDITION	Fresh
BUTTER	GRADE	USDA AA
MILK & MILK PRODUCTS	GRADE	US Extra
BULK ICE CREAM	GRADE	80%-100% overrun
FRESH VEGETABLES & FRUIT	GRADE	US No. 1 or better
FROZEN VEGETABLES	GRADE	A
CANNED FRUIT	GRADE	US Grade A or Fancy in own syrup
CANNED VEGETABLES	GRADE	US Grade A or Fancy
DRY GOODS	RICE	Fancy or US No. 2
	BEANS	Grade A
BAKED PRODUCTS	At the Director's approval	

Operator shall provide products of quality and at prices at least consistent with similar products presently being offered in other similar facilities. The Director reserves the right to determine whether a particular product complies with the above standard, which right shall be exercised reasonably.



- D. Director shall meet with Operator to review products to be sold and prices to be charged on an annual basis using July 1 of each year of the contract as the beginning for each annual term. Whenever unique economic conditions result in unusual cost increases to Operator, Director will consider a request by Operator for price changes at times other than the annual date specified above. The Operator shall submit a detailed written price schedule for all items he proposes to sell showing size, weight, grade, cost and price of item, which shall be subject to the final approval of the Director. Prices may be changed only with Director's prior written approval.
- E. Operator shall procure all food, beverage and operating supplies from local sources where possible, provided local sources meet quality requirements and are price competitive. Director shall have the final right of approval for all Operator's suppliers.
- F. All merchandise kept for sale shall be subject to inspection and approval or rejection by the Director or his duly authorized representative during all times that the concession is in operation. Rejected merchandise shall be immediately removed from Facilities and shall not be returned for sale.
- G. Director retains the right to regulate the sale of all alcoholic beverages in the Facilities in its sole discretion. If any licensee with prior approval of the Director requires that its patrons be allowed to bring alcoholic beverages upon the premises, then the Operator shall have the right to sell ice, cups and beverages, commonly referred to as set-ups, as well as levy an appropriate corkage charge agreeable to the Director during such functions.
- H. Operator understands and agrees that the Facilities' contracts with licensees for particular functions may stipulate reasonable restriction on the sale of food, beverages and concessions items where necessary, to protect the goods on display or where necessary because of the nature of the function. For example, without limiting the generality of the foregoing, such items as gum, sno-cones, and cotton candy may not be sold at shows displaying boats, campers, automobiles and like; at functions such as meetings, as opposed to public exhibitions, the licensee may require that no food, beverages or concession items be sold in licensee's area of occupancy; or the sale of alcoholic beverages in certain situations or locations may not be permitted. Sale of tobacco products is prohibited.
- I. Operator understands and agrees that food and/or beverages may be germane to certain functions themselves, i.e., a restaurant, or other food related type show, and in such cases the Facilities' contract with the licensee may permit licensee to dispense free or for sale food

and/or beverage items. There will be other events in which the dispensing or free, small samples of food and beverages will be germane to the event. The Operator shall not be entitled to any commission or revenue from such dispensing or function.

- J. While Operator is encouraged to pursue sales for certain food functions, all such sales must have approval of the Director, which approval shall not be unreasonably withheld so long as such sales are commercially profitable for the Facilities and Operator and are approved in Director's sole discretion.

## RECORDS, ACCOUNTING AND AUDITING

- A. All Operator's operations shall conform with the laws, regulations, and ordinances of the United States Government, the State of California, the City and County of Sacramento, and such operations must be conducted so as not to interfere through noise or odor with any person or organization which has properly engaged Facilities or patrons' enjoyment of the premises. Operator shall be subject to any reasonable rules and regulations which may be set by the Director.
- B. The Operator shall procure and keep in force during the entire period of the contract all permits and licenses required by all laws and regulations of the State of California and the City and County of Sacramento.
- C. Operator shall maintain all accounting records and documents regarding operations at the Facilities throughout the term of the Agreement, all in accordance with generally accepted accounting principles. The Director may prescribe the form of records to be kept by the Operator in accordance with this provision. The Operator shall, on reasonable demand, make available to Director or any person designated by Director, all records, books of account and statements maintained with respect to operations at the Facilities. Operator shall also permit designated agents of Director to make periodic inspections of the operations of the Operator at the Facilities.
- D. The Director shall be entitled, at any reasonable time, to conduct his own inventory of products and equipment maintained at the Facilities under this Agreement.
- E. Operator shall establish a separate commercial account at a Sacramento, California financial institution, through which all receipts under the Agreement shall be deposited and records of receipts so deposited kept.
- F. Operator shall keep full and complete records of its operations at the Facilities satisfactory to the Director. Operator shall submit a written monthly statement to the Director no later than the fifteenth (15th) day of each month covering the entire preceding month's gross receipts and/or profit and loss accounting (whichever is applicable) and shall pay to the Sacramento Community Convention Center the amount due.
- G. An annual audit of gross receipts and/or profit and loss statements (whichever is applicable) prepared by Operator and audited by certified public accountants selected by the Operator and approved by the Director must be submitted to the Director no later than sixty (60) days after the end of the initial Agreement year and each subsequent year of the Agreement. The annual audit report will be prepared in a format acceptable to the Director.
- H. If the Director is not satisfied with the statements submitted by the Operator as provided for herein, the Director shall have the right to

make a special audit, by auditors selected by the Sacramento Community Convention Center, of the books and records required to be made and prepared by the Operator. If this special audit shows a deficiency in percentage payments or understatement of gross receipts and/or overstatement of costs (whichever is applicable) for any period covered, in excess of one percent (1%), the amount thereof plus interest and the cost of the audit shall be paid promptly to Sacramento Community Convention Center by the Operator.

- I. The Operator shall collect and promptly disburse all taxes required by Federal, California, and local authorities and shall pay any applicable taxes relating to food service operations, equipment, inventory and/or rents.
- J. The Operator shall submit to Director the following reports on its operation at the Facilities:
  - 1. Daily and monthly sales reports by source of revenue.
  - 2. Daily event sales reports by source of revenue.
  - 3. Monthly profit and loss statement corresponding with Sacramento Community Convention Center's fiscal year and reconciling with previous year's monthly reports.
  - 4. Annual and semi-annual (revised) sales, costs, profit and loss budgets.
  - 5. A semi-annual equipment and small wares inventory.

## TERM OF CONTRACT

The term of the agreement shall be for a period of seven (7) years beginning July 1, 1991. There shall be a mutual option to renew this agreement for an additional seven (7) years upon the same terms and conditions provided Operator has not been in default or arrears in rental payments and has properly operated said services to the satisfaction of the City. If the Operator shall for any reason hold over beyond such term with the consent, expressed or implied, of City, such holding over shall be from month-to-month only subject to the terms and conditions of the agreement, but shall not be a renewal thereof, and the consideration to be paid shall be at the rates prevailing under the terms of the agreement.

Terms of this agreement shall include the agreement to add other sites operated by the Facility to this agreement such as, but not limited to, the Memorial Auditorium. Rental rates at other sites shall be consistent with rates for the concessionary, catering and other services at the Center.

## TERMINATION AND DEFAULT

- A. In the event Operator shall default in any of the payments, obligations or conditions set forth in the Agreement, the Director may notify the Operator of such default in writing.
- B. Written notice referred to in this Article shall be deemed delivered upon presentation to any person designated by the Operator as the Food and Beverage Service Manager or in the case of notice by the Operator the Director must be notified. Mailing should be by certified or registered mail to the address of the Operator in the proposal, or the address of the Sacramento Community Convention Center in the case of notice by the Operator.
- C. Failure on the part of the Sacramento Community Convention Center to notify Operator of default in accordance with this Article shall not be deemed a waiver of the Sacramento Community Center's rights on default of the Operator or such default at a subsequent time and such notice will have the same effect as if promptly made.
- D. Within five (5) days of receipt of notice of default from the Sacramento Community Convention Center, Operator shall correct such default if the default is with respect to any payment required to be made by the Operator, or within ten (10) days of receipt of the notice of default if it is of any other nature. In the event Operator fails to correct the default to the satisfaction of the Sacramento Community Center within the time specified, or such greater period as the Sacramento Community Convention Center may permit, the Sacramento Community Convention Center shall have all rights accorded by law, including the right to terminate the Agreement. All costs and attorneys fees incurred by the Sacramento Community Convention Center in the enforcement of any provision herein or within this document shall be paid by the Operator.
- E. Termination of the Agreement by the Sacramento Community Convention Center upon default shall be sufficient grounds for the forfeiture of the bond required to be posted by Operator and the bond shall so specify.
- F. In the event that the Agreement is terminated upon default, the Sacramento Community Convention Center may assume control of the operation and all equipment installed at the Facilities and the Sacramento Community Convention Center may continue to operate the same until satisfactory arrangements may be reached with the Operator concerning the default, or until the Sacramento Community Convention Center shall obtain the services of another Operator.
- G. In the event the Operator cannot perform its obligations under Agreement because of a labor dispute, such non-performance will not be considered a default, the Sacramento Community Convention Center may operate the concessions until the labor dispute is settled.

During the period of operation by the Sacramento Community Convention Center, the Sacramento Community Convention Center shall be entitled to use all small wares and equipment at the Facilities and any supplies and inventory of the Operator on hand and the Operator shall not be entitled to any monies received from such operations. In the event said labor dispute remains unresolved for an unreasonable period of time, the Sacramento Community Convention Center retains the option to terminate the Agreement upon thirty (30) days notice.

- H. In the event a decree or order by a court having jurisdiction shall be issued (a) adjudging the Operator bankrupt or insolvent; or (b) approving as properly filed a petition seeking reorganization of the Operator under any section of the National Bankruptcy Act, as amended; or (c) ordering or approving the winding up or liquidation of the Operator's affairs; or (d) appointing a receiver or a liquidator or a trustee in bankruptcy for the Operator or its property; or (e) if the Operator shall institute proceedings to be adjudicated a voluntary bankrupt, shall consent to the filing of any bankruptcy or insolvency proceedings against it, or shall file a petition or seek reorganization under any state insolvency law, or shall admit in writing its inability to pay its debts generally as they become due, or take any action in furtherance of any of the aforesaid purposes, or shall abandon the Agreement, then the Sacramento Community Convention Center may terminate the Agreement and all rights of Operator to continue to operate the concession thereunder. In the event of such termination, the Operator shall be liable but not in limitation, for all payments required to be made to the Sacramento Community Convention Center up to and including said date of termination.
- I. In the event of a termination of the formal Agreement, either through termination of the term thereof or through termination for cause, the Operator shall surrender any alcoholic beverage license in effect for any of the Facilities to the Sacramento Community Convention Center, such surrender to be effected immediately upon termination of the contract.
- J. Either party has the right to terminate the Agreement without cause, upon expiration of the initial term and any subsequent term. If it is the decision of either party to terminate the Agreement upon expiration of the term, either must provide the other Operator with a written notice of its decision to terminate at least sixty (60) days prior to the expiration of the term.

## USE OF FACILITY AND PROJECTIONS

Use of the facility is described in Section IV, 3-7 of this Request for proposal. A Market, Financial and Economic Analysis of the Sacramento Community Convention Center Expansion was prepared by Coopers and Lybrand, dated July 19, 1990. This document may be viewed at the Community Center Administrative offices, 1030 15th Street, Suite 250, or may be purchased for \$25.00 from the Office of the City Clerk, 915 I Street, Room 300, Sacramento, CA 95814.

Annual reports of the Sacramento Community Center are available from the Sacramento Community Center Administrative Offices located at 1030 - 15th Street, Suite 250, Sacramento, CA 95814 or at (916) 449-5291.



## UTILITIES

City shall provide existing gas, electricity, and water services for use by Operator in the food and beverage premises.

Should the Operator require any additional utility capacity and/or outlets beyond those provided, the cost of such installation and hookups will be at the Operator's expense, after Sacramento Community Convention Center approval.

Operator is required to develop an effective and continuous Energy Management and Conservation Program for its operations throughout the term of this Agreement.

Operator is required to replace lamps within good service, storage, concessions, and office space.

**PROPOSAL SUBMISSION  
REQUIREMENTS**

### PROPOSER'S CHECK LIST

It is imperative that you answer all the questions asked and furnish all forms included in the Proposal Package. Please complete this check list and make sure that all items are completed in full and all required data is furnished.

1. Proposal in letter form	Yes	No
2. Proposer's Questionnaire	Yes	No
3. Certificate of Proposal	Yes	No
4. Proposed Fee	Yes	No
5. Statement of Experience	Yes	No
6. Financial and Background Data	Yes	No
7. Proposer	Yes	No
8. References	Yes	No
9. Method of Operation	Yes	No
10. Proposed Method of Financing	Yes	No
11. Estimate of Gross Receipts	Yes	No
12. Cash Flow Analysis	Yes	No

PROPOSAL PACKAGE

PROPOSER'S QUESTIONNAIRE

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

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

PROPOSER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

How did you learn of this offering?

- ( ) 1. Word of mouth?
- ( ) 2. Newspaper or magazine (which one)?

\_\_\_\_\_

- ( ) 3. Other (describe)

**PROPOSAL PACKAGE  
CERTIFICATE OF PROPOSER**

I (we), as \_\_\_\_\_  
(insert: "sole owner," "a partner," "President,"  
"Secretary," or other proper title)

of \_\_\_\_\_, do make  
(insert name of proposer)

certificate in support of a proposal for a contract with the City of Sacramento for the Sacramento Community Convention Center.

I (we) agree, in the event that this proposal is the successful proposal, to enter into an agreement with the City of Sacramento in the terms and conditions set forth in the contract form included in the request for proposals.

I (we) understand and agree that any falsification in this proposal package will be grounds for rejection of this proposal or cancellation of any contract agreement awarded pursuant to this proposal.

I (we) certify under penalty of perjury that the information contained in our proposal package is correct and true in all respects to the best of my (our) knowledge.

Signed:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

**PROPOSAL FORM  
FOOD AND BEVERAGE SERVICES  
SACRAMENTO COMMUNITY/CONVENTION CENTER**

This proposal form must be completed by each Proposer and forwarded to the Sacramento Community/Convention Center. The Proposal Form must be accompanied by the required Proposal Bond properly executed by the Proposer and a qualified surety, cashier's check or certified check on any national or state bank, payable to the City of Sacramento in the amount of fifty thousand dollars (\$50,000). This proposal form must also be accompanied by those attachments and submittals required on page VI-1 of the Proposal Package.

PROPOSAL

- A. Two originals and three copies of the proposal shall be placed in a sealed envelope or box plainly marked to identify its contents. Sealed proposals must be received in the City Clerk's office as outlined on page II-1.
- B. The undersigned agrees to execute a contract with the City of Sacramento to operate the Facilities as generally set forth in the RFP.
- C. The undersigned further agrees to pay to Sacramento Community/Convention Center on a monthly basis the following, based on each of the three alternative financial structures:
  - 1. Management Fee Agreement
    - a. \_\_\_\_\_ % of net profits to Sacramento Community/Convention Center
  - 2. Profit and Loss Agreement
    - a. \_\_\_\_\_ % of Concessions Food and Non-Alcoholic Beverage Gross Receipts
    - b. \_\_\_\_\_ % of Banquet Catering Food and Non-Alcoholic Gross Receipts
    - c. \_\_\_\_\_ % Cafeteria/Bufferet food and Non-Alcoholic Gross Receipts
    - d. \_\_\_\_\_ % Alcoholic Beverages Gross Receipts
    - e. \_\_\_\_\_ % Off-premises catering Gross Receipts
    - f. \_\_\_\_\_ % Candy and Vending Machine Sales Gross receipts
    - g. \_\_\_\_\_ % novelties, program sales gross receipts
    - h. \_\_\_\_\_ % Gifts, sundries and all other sales not elsewhere classified Gross Receipts

3. Combination Management Fee/Profit and Loss Agreement

- a. \_\_\_\_\_ % of net profits to Sacramento Community/Convention Center from all operations except alcoholic beverage operation
- b. \_\_\_\_\_ % of alcoholic beverage gross receipts
- D. The undersigned agrees to provide a minimum capital investment of \$ \_\_\_\_\_ for the purchase of:
1. Cash registers and cashier stands. \$ \_\_\_\_\_
  2. On-site computer hardware and software to be compatible with the cash register system and capable of generating daily financial and operational management information. \$ \_\_\_\_\_
  3. Transportation vehicles for outside use. \$ \_\_\_\_\_
  4. Food and beverage related capital investment. \$ \_\_\_\_\_
- E. Other considerations proposed. Include proposal for recycling and "feed the hungry" programs.
- F. Operator shall provide Director with the following upon final approval of this Agreement:
1. Copy of the Operator's Employee Handbook.
  2. A statement identifying the sources to be used for obtaining non-management labor.
  3. The entry-level and orientation programs outline for all customer-contact personnel.
- G. If selected as Food and Beverage Services Operator for the Sacramento Community/Convention Center, I/we agree to abide by all the terms and conditions of the Proposal Specifications, any Addenda issued by the Sacramento Community/ Convention Center and the Agreement.
- H. I/we certify that I/we will commence full operations at the Facilities no later than July 1, 1991, (or a later date as designated by Director), if selected as Operator.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

---

Firm or Company

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Date



**PROPOSAL PACKAGE  
STATEMENT OF EXPERIENCE**

One complete statement of experience must be furnished for each proposer who proposes to assume direct responsibility for provision of restaurant services as well as proposed on-site managers. Additional sheets may be attached as necessary.

1. Convention Center Food & Beverage Management Experience:

a. Facility \_\_\_\_\_ Location \_\_\_\_\_

Banquet capacity \_\_\_\_\_ Dates \_\_\_\_\_

Describe method of operation \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Provide copy of menus: \_\_\_\_\_

Facility was ( ) public ( ) private.

Facility Contact \_\_\_\_\_  
(Name) (Telephone)

b. Facility \_\_\_\_\_ Location \_\_\_\_\_

Banquet capacity: \_\_\_\_\_ Dates \_\_\_\_\_

Describe method of operation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Provide copy of menus: \_\_\_\_\_

Facility was ( ) public ( ) private.

Facility contact: \_\_\_\_\_  
(Name) (Telephone)

c. Facility \_\_\_\_\_ Location \_\_\_\_\_  
Banquet capacity: \_\_\_\_\_ Dates \_\_\_\_\_  
Describe method of operations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Provide copy of menus: \_\_\_\_\_  
Facility was ( ) public ( ) private.  
Facility contact: \_\_\_\_\_ (Name) \_\_\_\_\_ (Telephone)

2. Additional Related Professional and/or Managerial Experience:

a. Facility \_\_\_\_\_ Location \_\_\_\_\_  
Position \_\_\_\_\_ Dates \_\_\_\_\_  
Duties \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Supervisor \_\_\_\_\_ (Name) \_\_\_\_\_ (Telephone)

b. Facility \_\_\_\_\_ Location \_\_\_\_\_  
Position \_\_\_\_\_ Dates \_\_\_\_\_  
Duties \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Supervisor \_\_\_\_\_ (Name) \_\_\_\_\_ (Telephone)

3. Provide experience with recycling programs.
4. Provide experience with "feed the hungry" program.
5. Related Education \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Additional Professional Affiliations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Current or Previous public facility Concession Contracts:
8. Enumerate in detail any additional related professional experiences with particular emphasis on Convention Center operations:
9. Will you be the person directly involved in the food & beverage operations?  
 Yes       No
10. Has a Statement of Experience been furnished for the individual named in #8?  
 Yes       No

**PROPOSAL PACKAGE  
FINANCIAL AND BACKGROUND DATA**

**Financial Statement**

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

**Surety Information**

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

Yes     No

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

**Felony Information**

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

Yes     No

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

**Pending Litigation**

Is there pending litigation involving proposer or any principal or proposed manager?

Yes     No

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

**Source of Income**

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

Yes     No

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

**PROPOSAL PACKAGE  
PROPOSER**

Proposer intends to operate the business with which this Proposal is concerned as a: Sole Proprietorship ( ), Partnership ( ), Corporation ( ), Joint Venture ( ), or \_\_\_\_\_

Sole Proprietorship Statement

If a sole Proprietorship, furnish the following:

1. Name in Full \_\_\_\_\_
2. Address \_\_\_\_\_  
\_\_\_\_\_
3. Telephone - Residence \_\_\_\_\_ Business \_\_\_\_\_

Partnership Statement

If a Partnership, answer the following:

1. Date of Organization \_\_\_\_\_
2. General Partnership ( )  
Limited Partnership ( )
3. Telephone - Residence \_\_\_\_\_ Business \_\_\_\_\_

Date	Book	Page	County
_____	_____	_____	_____

4. Has the Partnership done business in Sacramento County:

( ) Yes ( ) No

When? \_\_\_\_\_

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

<u>Name</u>	<u>Address</u>	<u>Share</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Corporation Statement

If a Corporation, answer the following:

1. When incorporated? \_\_\_\_\_ 2. Where Incorporated \_\_\_\_\_
3. Is the Corporation authorized to do business in California?  
 Yes  No If so, as of what date? \_\_\_\_\_
4. The Corporation is held:  Publicly  Privately.
5. If publicly held, how and where is the stock traded?  
 \_\_\_\_\_  
 \_\_\_\_\_

6. List the following:

	Authorized	Issued	Outstanding
a. No. of voting Shares	_____	_____	_____
b. No. of Non-voting Shares	_____	_____	_____
c. No. of Shareholders	_____	_____	_____
d. Value per Share of Common Stock	_____	_____	_____
Par \$ _____	Book \$ _____	Market \$ _____	

7. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director and principal shareholder holding over 10%.

<u>Name &amp; Title</u>	<u>Address</u>	<u>No of Shares Voting/Non-Voting</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Additional sheets may be inserted and attached as necessary.)

8. Joint Venture Statement

If a Joint Venture, answer the following:

1. Date of Organization: \_\_\_\_\_

2. Joint Venture Agreement Recorded ( ) Yes ( ) No

3. Has the Joint Venture done business in the City of Sacramento?

4. Name and address for each Joint Venturer:

<u>Name &amp; Title</u>	<u>Address</u>	<u>Voting/Non-Voting</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Attach a complete copy of the Joint Venture agreement.

**PROPOSAL PACKAGE**  
**REFERENCES**

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

**REFERENCE NO. 1**

Individual

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**REFERENCE NO. 2**

Individual

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_



**PROPOSAL PACKAGE**  
**REFERENCES**

**REFERENCE NO. 3**

Individual  
Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REFERENCE NO. 4**

Individual  
Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL PACKAGE**  
**METHOD OF OPERATION**

Describe your specific plan for operation of the Sacramento Community Convention Center Food & Beverage Service. Include a description of your proposed staffing plan (including serving rates). Provide copy of employee handbook. Detail any advertising plans. Include menus and pricing. Discuss any optional services and uses which you will seek permission to provide.

**PROPOSAL PACKAGE**  
**PROPOSED METHOD OF FINANCING**

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

What is your estimate of the cost of financing?

Initial equipment and fixtures	\$ _____
Stock	\$ _____
Other	\$ _____
TOTAL COST	\$ _____

How do you propose to finance?

<u>Sources</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INVESTMENT	\$ _____

**PROPOSAL PACKAGE**  
**ESTIMATE OF GROSS RECEIPTS**

Estimate gross receipts for the 10-year contract period by category.

PROPOSAL PACKAGE  
CASH FLOW ANALYSIS

Provide a cash flow analysis.

### PROPOSER'S CHECK LIST

It is imperative that you answer all the questions asked and furnish all forms included in the Proposal Package. Please complete this check list and make sure that all items are completed in full and all required data is furnished.

1. Proposal in letter form	Yes	No
2. Proposer's Questionnaire	Yes	No
3. Certificate of Proposal	Yes	No
4. Proposed Fee	Yes	No
5. Statement of Experience	Yes	No
6. Financial and Background Data	Yes	No
7. Proposer	Yes	No
8. References	Yes	No
9. Method of Operation	Yes	No
10. Proposed Method of Financing	Yes	No
11. Estimate of Gross Receipts	Yes	No
12. Cash Flow Analysis	Yes	No

PROPOSAL PACKAGE

PROPOSER'S QUESTIONNAIRE

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

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

PROPOSER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

How did you learn of this offering?

- ( ) 1. Word of mouth?
- ( ) 2. Newspaper or magazine (which one)?

\_\_\_\_\_

- ( ) 3. Other (describe)

**PROPOSAL PACKAGE  
CERTIFICATE OF PROPOSER**

I (we), as \_\_\_\_\_  
(insert: "sole owner," "a partner," "President,"  
"Secretary," or other proper title)

of \_\_\_\_\_, do make  
(insert name of proposer)

certificate in support of a proposal for a contract with the City of Sacramento for the Sacramento Community Convention Center.

I (we) agree, in the event that this proposal is the successful proposal, to enter into an agreement with the City of Sacramento in the terms and conditions set forth in the contract form included in the request for proposals.

I (we) understand and agree that any falsification in this proposal package will be grounds for rejection of this proposal or cancellation of any contract agreement awarded pursuant to this proposal.

I (we) certify under penalty of perjury that the information contained in our proposal package is correct and true in all respects to the best of my (our) knowledge.

Signed:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_



**PROPOSAL FORM  
FOOD AND BEVERAGE SERVICES  
SACRAMENTO COMMUNITY/CONVENTION CENTER**

This proposal form must be completed by each Proposer and forwarded to the Sacramento Community/Convention Center. The Proposal Form must be accompanied by the required Proposal Bond properly executed by the Proposer and a qualified surety, cashier's check or certified check on any national or state bank, payable to the City of Sacramento in the amount of fifty thousand dollars (\$50,000). This proposal form must also be accompanied by those attachments and submittals required on page VI-1 of the Proposal Package.

PROPOSAL

- A. Two originals and three copies of the proposal shall be placed in a sealed envelope or box plainly marked to identify its contents. Sealed proposals must be received in the City Clerk's office as outlined on page II-1.
- B. The undersigned agrees to execute a contract with the City of Sacramento to operate the Facilities as generally set forth in the RFP.
- C. The undersigned further agrees to pay to Sacramento Community/Convention Center on a monthly basis the following, based on **each** of the three alternative financial structures:
  - 1. Management Fee Agreement
    - a. \_\_\_\_\_% of net profits to Sacramento Community/Convention Center
  - 2. Profit and Loss Agreement
    - a. \_\_\_\_\_% of Concessions Food and Non-Alcoholic Beverage Gross Receipts
    - b. \_\_\_\_\_% of Banquet Catering Food and Non-Alcoholic Gross Receipts
    - c. \_\_\_\_\_% Cafeteria/Buffer food and Non-Alcoholic Gross Receipts
    - d. \_\_\_\_\_% Alcoholic Beverages Gross Receipts
    - e. \_\_\_\_\_% Off-premises catering Gross Receipts
    - f. \_\_\_\_\_% Candy and Vending Machine Sales Gross receipts
    - g. \_\_\_\_\_% novelties, program sales gross receipts
    - h. \_\_\_\_\_% Gifts, sundries and all other sales not elsewhere classified Gross Receipts

3. Combination Management Fee/Profit and Loss Agreement

a. \_\_\_\_\_% of net profits to Sacramento Community/Convention Center from all operations except alcoholic beverage operation

b. \_\_\_\_\_% of alcoholic beverage gross receipts

D. The undersigned agrees to provide a minimum capital investment of \$\_\_\_\_\_ for the purchase of:

1. Cash registers and cashier stands. \$\_\_\_\_\_

2. On-site computer hardware and software to be compatible with the cash register system and capable of generating daily financial and operational management information. \$\_\_\_\_\_

3. Transportation vehicles for outside use. \$\_\_\_\_\_

4. Food and beverage related capital investment. \$\_\_\_\_\_

E. Other considerations proposed. Include proposal for recycling and "feed the hungry" programs.

F. Operator shall provide Director with the following upon final approval of this Agreement:

1. Copy of the Operator's Employee Handbook.

2. A statement identifying the sources to be used for obtaining non-management labor.

3. The entry-level and orientation programs outline for all customer-contact personnel.

G. If selected as Food and Beverage Services Operator for the Sacramento Community/Convention Center, I/we agree to abide by all the terms and conditions of the Proposal Specifications, any Addenda issued by the Sacramento Community/ Convention Center and the Agreement.

H. I/we certify that I/we will commence full operations at the Facilities no later than July 1, 1991, (or a later date as designated by Director), if selected as Operator.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

---

Firm or Company

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Date

**PROPOSAL PACKAGE  
STATEMENT OF EXPERIENCE**

One complete statement of experience must be furnished for each proposer who proposes to assume direct responsibility for provision of restaurant services as well as proposed on-site managers. Additional sheets may be attached as necessary.

1. Convention Center Food & Beverage Management Experience:

a. Facility \_\_\_\_\_ Location \_\_\_\_\_

Banquet capacity \_\_\_\_\_ Dates \_\_\_\_\_

Describe method of operation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide copy of menus: \_\_\_\_\_

Facility was ( ) public ( ) private.

Facility Contact \_\_\_\_\_  
(Name) (Telephone)

b. Facility \_\_\_\_\_ Location \_\_\_\_\_

Banquet capacity: \_\_\_\_\_ Dates \_\_\_\_\_

Describe method of operation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide copy of menus: \_\_\_\_\_

Facility was ( ) public ( ) private.

Facility contact: \_\_\_\_\_  
(Name) (Telephone)

c. Facility \_\_\_\_\_ Location \_\_\_\_\_

Banquet capacity: \_\_\_\_\_ Dates \_\_\_\_\_

Describe method of operations: \_\_\_\_\_

\_\_\_\_\_

Provide copy of menus: \_\_\_\_\_

Facility was ( ) public ( ) private.

Facility contact: \_\_\_\_\_ (Name) \_\_\_\_\_ (Telephone)

2. Additional Related Professional and/or Managerial Experience:

a. Facility \_\_\_\_\_ Location \_\_\_\_\_

Position \_\_\_\_\_ Dates \_\_\_\_\_

Duties \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supervisor \_\_\_\_\_ (Name) \_\_\_\_\_ (Telephone)

b. Facility \_\_\_\_\_ Location \_\_\_\_\_

Position \_\_\_\_\_ Dates \_\_\_\_\_

Duties \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supervisor \_\_\_\_\_ (Name) \_\_\_\_\_ (Telephone)

3. Provide experience with recycling programs.
4. Provide experience with "feed the hungry" program.
5. Related Education \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Additional Professional Affiliations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Current or Previous public facility Concession Contracts:
8. Enumerate in detail any additional related professional experiences with particular emphasis on Convention Center operations:
9. Will you be the person directly involved in the food & beverage operations?  
 Yes       No
10. Has a Statement of Experience been furnished for the individual named in #8?  
 Yes       No

**PROPOSAL PACKAGE  
FINANCIAL AND BACKGROUND DATA**

Financial Statement

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

Surety Information

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

( ) Yes    ( ) No

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

Felony Information

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

( ) Yes    ( ) No

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

Pending Litigation

Is there pending litigation involving proposer or any principal or proposed manager?

( ) Yes    ( ) No

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

Source of Income

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

( ) Yes    ( ) No

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

**PROPOSAL PACKAGE  
PROPOSER**

Proposer intends to operate the business with which this Proposal is concerned as a: Sole Proprietorship ( ), Partnership ( ), Corporation ( ), Joint Venture ( ), or \_\_\_\_\_

Sole Proprietorship Statement

If a sole Proprietorship, furnish the following:

1. Name in Full \_\_\_\_\_
2. Address \_\_\_\_\_  
\_\_\_\_\_
3. Telephone - Residence \_\_\_\_\_ Business \_\_\_\_\_

Partnership Statement

If a Partnership, answer the following:

1. Date of Organization \_\_\_\_\_
2. General Partnership ( )  
Limited Partnership ( )
3. Telephone - Residence \_\_\_\_\_ Business \_\_\_\_\_

Date	Book	Page	County

4. Has the Partnership done business in Sacramento County:  
( ) Yes ( ) No

When? \_\_\_\_\_

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

<u>Name</u>	<u>Address</u>	<u>Share</u>
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%



Corporation Statement

If a Corporation, answer the following:

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

6. List the following:

	Authorized	Issued	Outstanding
a. No. of voting Shares	_____	_____	_____
b. No. of Non-voting Shares	_____	_____	_____
c. No. of Shareholders	_____	_____	_____
d. Value per Share of Common Stock	_____	_____	_____
Par \$ _____	Book \$ _____	Market \$ _____	

7. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director and principal shareholder holding over 10%.

<u>Name &amp; Title</u>	<u>Address</u>	<u>No of Shares Voting/Non-Voting</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Additional sheets may be inserted and attached as necessary.)

8. Joint Venture Statement

If a Joint Venture, answer the following:

1. Date of Organization: \_\_\_\_\_

2. Joint Venture Agreement Recorded ( ) Yes ( ) No

3. Has the Joint Venture done business in the City of Sacramento?

4. Name and address for each Joint Venturer:

<u>Name &amp; Title</u>	<u>Address</u>	<u>Voting/Non-Voting</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Attach a complete copy of the Joint Venture agreement.

**PROPOSAL PACKAGE**  
**REFERENCES**

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

**REFERENCE NO. 1**

Individual

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**REFERENCE NO. 2**

Individual

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL PACKAGE**  
**REFERENCES**

**REFERENCE NO. 3**

Individual

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REFERENCE NO. 4**

Individual

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL PACKAGE**  
**METHOD OF OPERATION**

Describe your specific plan for operation of the Sacramento Community Convention Center Food & Beverage Service. Include a description of your proposed staffing plan (including serving rates). Provide copy of employee handbook. Detail any advertising plans. Include menus and pricing. Discuss any optional services and uses which you will seek permission to provide.

**PROPOSAL PACKAGE**  
**PROPOSED METHOD OF FINANCING**

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

What is your estimate of the cost of financing?

Initial equipment and fixtures	\$ _____
Stock	\$ _____
Other	\$ _____
TOTAL COST	\$ _____

How do you propose to finance?

<u>Sources</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INVESTMENT	\$ _____

PROPOSAL PACKAGE  
ESTIMATE OF GROSS RECEIPTS

Estimate gross receipts for the 7-year contract period by category.

PROPOSAL PACKAGE  
CASH FLOW ANALYSIS

Provide a cash flow analysis.



# **SELECTION CRITERIA**

## SELECTION CRITERIA

Standards to determine "Best Responsible Proposer" as established by the City Council:

### I. Proposer's Experience

- A. Proven experience as a food service operator as verified and supported by references, letters, and other supporting evidence. (Minimum of five years' experience.)
- B. Minimum of four business or professional references.
- C. Proven ability to maintain compatible relations with both public agencies and the general public.
- D. Experience working with groups and associations.
- E. Demonstrated ability to operate a business on government property for the safety, convenience, and enjoyment of the general public and to operate in the best interests of the government and the public.
- F. Proven ability to maintain necessary records for the operation of a lease.

### II. Method of Operations.

- A. Ability to make an effort to constantly enhance services to the public.
- B. Feasibility of new and compatible services proposed.
- C. Quality of proposed equipment, inventory, and services.
- D. Quantity of proposed equipment, inventory, and services.
- E. Plans for advertising and promoting food and beverage service.

### III. Organization and Management Approach

- A. Clear lines of responsibility so that City can rely on proposer to be responsive.
- B. Adequacy of proposed staffing plan to provide quality services.
- C. Qualifications and experience of key personnel assigned.

IV. Proposed Contract Fee to City

- A. Percentage return to City.
- B. Dollar return to City.
- C. Reasonableness of proposed rent.
- D. Quality and adequacy of tenant improvements.

V. Financial Responsibility

- A. Demonstrated line of credit necessary to equip and operate the lease facilities.
- B. Proposed method of financing.
- C. Reasonableness of estimates of gross receipts and cash flow analysis.

3/26  
3.25

RFP  
Food & Beverage

ADDENDUM #1  
March 22, 1991

The purpose of this addendum (Addendum #1) is to extend the proposal due date and to clarify issues raised during the March 20, 1991 Pre-proposal Conference.

Item 1. The Proposal Due Date is extended to APRIL 9, 1991 at 10:30 a.m.

Item 2. Health certificates for employees as referenced on page V-25<sup>(H.)</sup> is not required.

Item 3. Add to page v-11 paragraph E Reserve Funds: Expenses which exceed the reserve funds, with approval from the Community Center Director, shall be treated as direct operating expenses.

Item 4. Management Fee, page v-10<sup>(B)</sup>, the proposer shall propose the Management Fee to be paid on a monthly basis, for each operating year, a percentage not to exceed 5% annually of all gross receipts from the food and beverage operation.

Item 5. Management Fee financial structure, page v-12, Net profits are defined as the amount remaining from gross receipts after deduction of the following additional direct operating costs:

(7) Debt service from capital investment.

Item 6. Capital investment as proposed by the Proposer will be utilized for food and beverage related capital and/or equipment.

Item 7. Profit/Loss Financial Structure: Proposer shall include an equipment buy out clause for the term of the contract. Operator shall include proposed ownership information for equipment and capital investment in proposal.

Item 8. Management Fee financial structure: City shall hold title to all equipment purchased with capital investment in which the debt is treated as a net operating expense. Proposer should clearly define ownership issue of equipment included in proposal.

Item 9. Equipment may be defined in a not to exceed dollar value for the existing facility and for the expanded facility.

Item 10. Page V-13 paragraph 5. is amended to read "The capital costs, the ongoing maintenance and operation costs, replacement or enhancement costs of the items required to be provided by the Operator and that remain the Operator's equipment as proposed." This may include such items as computers, vehicles, etc.

Item 11. Profit and Loss Agreement. Novelties, Program and Souvenir Sales - Operator shall pay fifty percent of the net profit. Net profit shall be defined as the selling price less cost of product to Operator, less taxes, and less all direct selling expense.

Item 12. Page V-24(f) Operator event staffing. This staffing requirements shall be used as guidelines by the Operator and approved by the Community Center Director for staffing food and beverage related events.

Additional Information Requested:

Breakdown of liquor sales for FY 1990-91:

Draft beer	\$ 41,632
Liquor	334,386
Total	\$376,018

Copy of schematics of proposed expansion. Schematics are in the design phase. Changes may occur.

Copy of present contract (enclosed).

Planned location of concession stands on Expansion schematics.

## A D D E N D U M # 2

## Sacramento Community Center Food &amp; Beverage RFP

## Tentative Schedule

April 1, 1991

March 6, 1991	Request for Proposal available to Public
March 20, 1991	Pre-Proposal Conference 10:00 a.m. Wednesday Sacramento Convention Center 1100 - 14th Street Sutter Room Sacramento, CA 95814
April 9, 1991	Proposal Due 10:30 a.m. Office of the City Clerk 915 I Street, Room 304 Sacramento, CA 95814
April 10-12, 1991	Department Review
May 1-2, 1991	Interviews Tentatively Scheduled
May 3-13, 1991	Negotiate Contract
May 20, 1991	Recommendation to Award Contract to Budget and Finance Committee
May 27, 1991	City Council Award of Contract City Council Chambers 915 "I" Street Sacramento, CA 95814
July 1, 1991	Tentative Effective Contract Date

Breakdown of Liquor Sales for FY Dec. 16, 1989 - Dec. 15, 1990:

Draft Beer . . . . .	\$ 41,632
Liquor . . . . .	<u>334,386</u>
TOTAL . . . . .	\$376,018

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