

CITY OF RIALTO
REQUEST FOR PROPOSAL (RFP)
COMMUNITY DEVELOPMENT DEPARTMENT
TENANT to LEASE and OPERATE A CAFÉ at JOHN LONGVILLE DEPOT
RFP 25-041



PURCHASING DIVISION

150 South Palm Avenue
Rialto, CA 92376

Contact:

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ACTIVITY	DATE AND TIME (if any/ dates subject to change)
1. RFP Release:	April 17, 2025, Thursday
2. Site Walkthrough:	April 24, 2025, Thursday
3. Proposer's Questions:	April 28, 2025, Monday by 4:00 pm PST
4. City's Reply to Questions:	May 1, 2025, Thursday by 4:00 pm PST
5. RFP Due:	May 20, 2025, Tuesday, due no later than 4:00 pm PST
6. Selection Committee Review:	May 21 through June 12, 2025
7. Proposer Interview:	June 30, 2025, Monday (if, needed/ date subject to change)
8. Tenant Negotiations/Terms	August 2025
9. Approval Meeting:	August/September 2025
10. Agreement Execution:	August/September 2025
11. Insurance Submittal:	August/September 2025
12. Lease Commencement:	August/September 2025
13. City Hall Closed Dates:	Apr 18,25;May 2,9,16,23,30;Jun 6,13,20,27;Jul 4,11,18,25

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I. INTRODUCTION

A. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The City of Rialto (City), through its Community Development Department (Department), invites proposals from experienced commercial operators (Proposers) to lease and operate a café located at 262 South Palm Avenue, Rialto, California, within the historic John Longville Depot (Rialto Station). This iconic building situated just one block south of Rialto's Civic Center and Downtown area, serves as a key destination for both City residents and visitors. The City envisions transforming the Rialto Station into a vibrant hub that offers quality food service alongside high-quality train services, fostering a welcoming environment.

The selected lessee (Lessee) will be responsible for the café's daily operations, including management, maintenance, and customer service. The City will continue to maintain the station's non-lease portion, including lighting, landscaping, walkways, parking surface, and security for the surrounding parking lot.

This initiative aims to support local business growth and job creation, and the City invites proposals from individuals, entities, or partnerships with at least three years of experience in café operations and the financial capacity to execute a business plan. The selected Lessee will enter into a lease agreement (Agreement) under standard City terms outlined in Appendix B of the RFP. Proposers are strongly encouraged to review these terms carefully to ensure alignment with the City's expectations before preparing their proposals.

B. PROJECT BACKGROUND

John Longville Train Depot History

The John Longville Train Depot, also known as Rialto Station, is located at 262 South Palm Avenue in Rialto, California. The station is part of the Metrolink San Bernardino Line and serves as a transit hub named after former Assemblymember and Rialto Mayor John Longville. The station occupies 4.4 acres, improved with 286 parking spaces, with a 3,200 square-foot depot building modeled after the 1888 Atchison, Topeka and Santa Fe Railway structure. The property is jointly owned by the City and the San Bernardino County Transportation Authority (SBCTA).

Operations and Services

Rialto Station serves passengers on the Metrolink San Bernardino Line with 37 Metrolink trains on weekdays, with 21 trains heading west to Los Angeles Union Station and 16 returning east toward Rialto. On weekends, the station operates 16 trains. Additionally, the station is served by Omnitrans public bus system, with route 22 stopping at the station and 15 stopping blocks away.

Previous Tenants

The initial tenants of the Rialto Station space operated a food service restaurant specializing in waffles. The space is currently vacant.

C. SITE WALKTHROUGH MEETING

An optional walkthrough will be held on Thursday, April 24, 2025, from 10:00 am PST to 12:00 noon PST, at the Rialto Station. Attendees shall meet on the north side of the Depot, near the entrance.

D. PROPOSER'S QUESTIONS

All questions, technical or otherwise, pertaining to this RFP must be submitted electronically via the Q&A tab of this RFP 25-041 on the PlanetBids website until 4:00 pm PST on Monday April 28, 2025. Questions received after this date and time may not be answered.

E. CITY'S REPLY TO QUESTIONS

The City will provide a single response to all questions on the PlanetBids website by May 1, 2025, Thursday by 4:00 pm PST. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

F. COMMUNICATION DURING SOLICITATION

Firms, their representatives, agents, or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than the Purchasing Manager may be cause for rejection of the proposal.**

G. AWARD DETERMINATION

Proposal will be evaluated based on the criteria outlined in the Evaluation Criteria section of the RFP. The City reserves the right to reject any and all proposals, waive formalities, or to accept any proposals that serves the best interest of the City. The top-ranked proposal will be presented to the City Council for consideration.

H. CITY COUNCIL AWARD

The City Council must approve the final award before it is considered official. No award will be made until the City Council has reviewed and approved the recommendation.

I. SOLICITATION MODIFICATIONS

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP.

J. RFP SCHEDULE

ACTIVITY	TENTATIVE DATE AND TIME – subject to change
1. RFP Release	April 17, 2025, Thursday
2. Site Walkthrough	April 24, 2025, Thursday
3. Proposer's Questions	April 28, 2025, Monday by 4:00 pm PST
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K. RFP SUMMARY

1. Opportunity

The City is offering a lease for a concession space of approximately 850 square feet inside the Rialto Station. For layout, refer to Section M, "The Space," on Page 7 of the RFP.

2. Location/Premises

The Rialto Station is located at 262 South Palm Avenue, Rialto, San Bernardino County, California, south of Rialto Avenue and west of Riverside Avenue. Additional information is provided in Section M, "The Site," on Page 7 of the RFP.

3. Financial Requirements

The Lessee shall be responsible to pay the City an agreed-upon monthly rent, subject to an annual rent increase based on the Consumer Price Index (CPI), with a maximum increase of three percent (3%). In addition, the Lessee is responsible for monthly utility costs, all repairs and improvements to the leased premises, and ensuring the minimum insurance coverage required by the City. Refer to Appendix C for detailed financial and insurance requirements.

4. Suggested Lease Terms

The initial lease term will be one (1) year, with the potential to extend for up to four (4) years. The lease may be renewed up to three (3) terms, each for an one-year period subject to City approval.

5. Selection Process

Proposals will be evaluated by a Selection Committee (comprised of City Staff) based on alignment with the project objectives and the selection criteria outlined in the RFP. The Department may request additional information from Proposers during the evaluation process. The final Agreement will be subject to City Council approval and review by SBCTA.

6. Pre-Submittal Site Visit and Meetings

A pre-submittal meeting will be held on Thursday, April 24, 2025, from 10:00 am PST to 12:00 noon PST, at the Rialto Station. Attendees shall meet on the north side of the Rialto Station, near the entrance.

7. Proposed Due Date

Proposals must be submitted no later than 4:00 pm PST on Tuesday, May 20, 2025, via the City's electronic bidding system through PlanetBids at:

<https://pbsystem.planetbids.com/portal/28159/bo/bo-search>

The receiving time of the PlanetBids system will be the governing time for acceptability of Proposals. **Late proposals will not be accepted and will be considered non-responsive.**



L. INTRODUCTION

The Department appreciates your interest in responding to this RFP for leasing and operating a café at the John Longville Depot, also known as Rialto Station. The Department envisions Rialto Station as a vibrant destination that offers exceptional services in both food retail and train service, showcasing the best of Rialto. This initiative aims to create a welcoming environment for both residents and visitors while enhancing the experience of all those utilizing the station.

The Lessee will be responsible for all aspects of the café operations, including day-to-day management, maintenance, and the acquisition of necessary equipment. The Lessee shall pay utility cost and any expenses related to signage, branding, décor, and furnishing improvements subject to approval by the City's Community Development Director. The City will maintain non-leased interior areas of the Rialto Station and the surrounding parking lot, including lighting, landscaping, walkways, and security. The City is seeking proposals from qualified individuals, entities or partnerships whose combined experience meets the following minimum requirements:

1. A minimum of three (3) years of experience in café/restaurant operations.
2. Sufficient financial capability to successfully implement the proposed business plan.

The Agreement will be negotiated with the City using the standard lease terms, refer to the Appendix B of the RFP. Proposers are strongly encouraged to review these terms before preparing their proposals.

M. OPPORTUNITY AND GENERAL INFORMATION

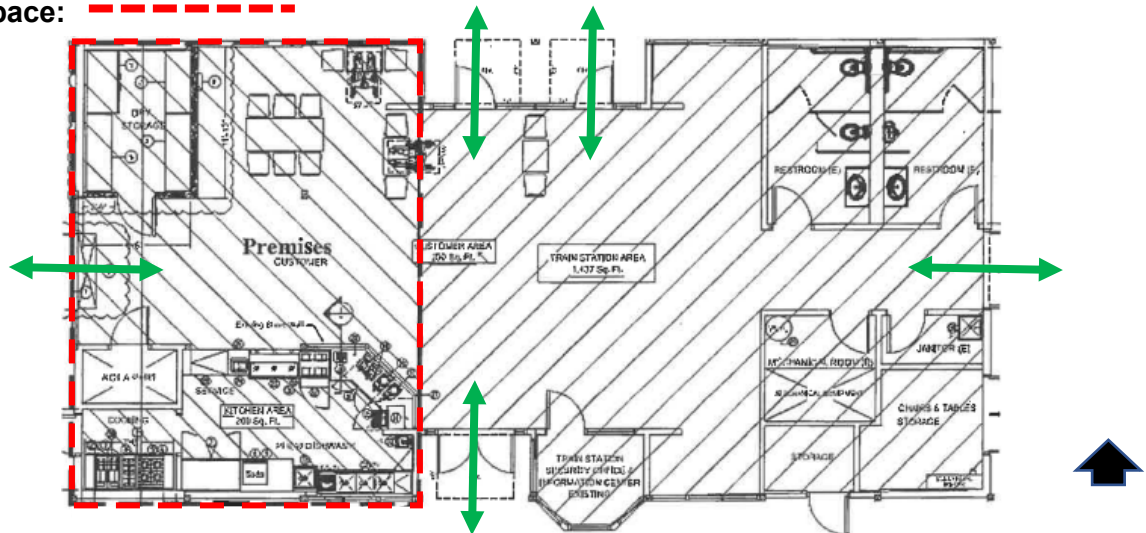
1. Facility and Premises: Rialto Station

The Rialto Station is a 4.4-acre train station facility with 286 parking spaces, located south of Rialto Avenue, between Riverside Avenue (eastside) and Willow Avenue (westside). Opened on May 17, 1993, it serves as a Metrolink stop between the San Bernardino Depot and Los Angeles Union Station. The station is jointly owned by the City and the SBCTA.

The Site:



The Space: -----



The available space is approximately 850 square feet, encompassing the following areas:

- a. Kitchen;
- b. Cooking area;
- c. Dry storage;
- d. Indoor seating and customer area

Access to the space is available through main entrances on all four sides; north, south, east, and west sides of the Rialto Station.

2. RFP Goals

- a. Offer signature food and beverages that celebrate Rialto, promoting public use and enjoyment of the Rialto Station.
- b. Provide an experience that honors the history of the Rialto Station while enhancing its role as a public space and transportation hub.
- c. Operate and maintain the premises to the highest standards, fitting for a premier public space.

3. Roles and Responsibilities Summary

Lessee Responsibilities:

- a. **Services:** Provide food, beverages, seating, non-live entertainment.
- b. **Hours of Operation:** Minimum operating hours:
 - Monday to Friday: 6:00 AM to 3:00 PM
 - Saturday and Sunday: 8:00 AM to 2:00 PM
 - Indicated closure dates
- c. **Customer Service:** Ensure professional, customer-focused service. Monitor and respond to feedback via platforms such as BBB, Google, and Yelp.
- d. **Tenant Improvements:** Lessee must specify the scope, timeline, and cost of proposed tenant improvements. All approved improvements must be completed within thirty (30) calendar days of lease execution, with consideration for train operations.
- e. **Repairs and Maintenance:** Lessee is responsible for maintaining the premises, including building systems, furniture, fixtures, and equipment.
- f. **Collaboration with Other Uses:** Lessee must support and accommodate other station activities, such as events, annual Metrolink Holiday Express Train, ensuring smooth train operations.

Department Responsibilities:

- a. **Maintenance:** The City is responsible for non-leased areas of the Rialto Station and exterior spaces.
- b. **Communications:** Ensure timely updates on maintenance, events, and activities affecting Lessee operations.
- c. **Customer Service:** Collaborate with Lessee to enhance the visitor experience.
- d. **Inspections:** Periodic site inspections to ensure compliance with lease terms and operational standards.

4. Food Service and Business Licenses

Proposers are solely responsible for obtaining and maintaining all required licenses and permits, including from the County's Department of Public Health and Treasurer/Tax Collector, and relevant City's Building, Fire, Public Works, and Business License Department.

N. PROPOSED RENT AND KEY LEASE TERMS

The City will enter a Lease following successful negotiations with the selected Proposer. The Lease is subject to final approval by the City Council. Key lease terms include:

1. Agreement Form

The City's standard lease agreement, see Appendix B of the RFP.

2. Insurance Requirement

The City's minimum insurance requirements, see Appendix C of the RFP. Subject to change.

3. Capital Improvements

The City will review Lessee proposed improvements to the Rialto Station. Proposer shall provide details on the scope of work, timeline, and tenant improvement costs. Tenant improvements shall be completed within thirty (30) days of lease execution. The City may consider a long-term lease, including rent credits, to assist a Lessee in financing and amortizing capital improvements.

4. Term

The initial Agreement will be one (1) year, with a maximum of four (4) years. There will be three (3) renewal options, each one (1) year. Proposals for enhancements improving the customer experience will be considered. Proposers must demonstrate financial capability to undertake proposed enhancements above the funds necessary to start and operate normal day-to-day operations.

5. Lease Amount and Annual Rent Increase

The Lessee shall be responsible for the agreed monthly rent, annual increases based on the Consumer Price Index (CPI), not to exceed three percent (3%), and monthly utility costs. Lessee will also be responsible for all repairs and improvements and maintain minimum City insurance coverage. See Appendix C of the RFP.

6. Maintenance/Repairs

Lessee is responsible for maintaining and repairing the leased area and related building systems, as well as the furniture, fixtures, and equipment necessary for day-to-day operations. The City will maintain non-leased areas and surrounding exterior spaces.

7. Utilities

Lessee will be responsible to activate and pay for utilities, including security systems, the internet, phone service, and fire alarm systems that meets City standards.

8. Parking

The City will provide the Lessee four (4) designated parking spaces.

9. Premises As-Is Condition

The space is leased on a strictly "As-Is" basis, without representation or City warranties. Upon lease termination, Lessee shall return the space in its original condition.

10. Subordination

The City's fee ownership and rental income stream will not be subordinated.

11. Security Deposit

After the Lease is executed and prior to occupying the space, the Lessee will be required to provide a Three thousand five hundred dollars (\$3,500) security deposit. The security deposit is refundable if the space is returned in the original condition.

12. Assignment and Subletting

Lessee shall not directly or indirectly assign or sublet the lease or permit any portion of the Rialto Station or any Improvements to be occupied by anyone other than itself without prior written approval from the City. Unauthorized assignments or subleases are voidable at the City's sole and absolute discretion. The City shall have the right to immediately terminate the Lease.

II. PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

A. PROPOSAL FORMAT

The proposals must be in an 8 ½ X 11 format, may be no more than a total of forty (40) pages.

B. PROPOSAL CONTENT REQUIREMENTS

A selection committee will evaluate proposals based on the RFP's submittal requirements. Proposals must include all requested information, follow the numbering scheme, and have clearly labeled headings. Refer to Appendix A of the RFP for the required response outline.

1. Title/Cover Page

Include the RFP title; the Proposer's name; contact details of the primary point of contact (name, address, telephone number, and email) and submission date.

4. Table of Contents

List sections according to RFP outline in Appendix A for identification and navigation.

5. Executive Summary

Submit a two-page maximum executive summary highlighting how your proposal aligns with the Department's objectives. Include the café's vision, management philosophy, customer service

strategy, proposed services, and relevant experience of the management team. The summary must be signed by an authorized representative to legally bind the proposing firm.

6. Proposer's Identification and Business Structure

Describe the individuals, companies, or entities comprising the Proposer, including business size, structure, and experience. Explain how the team's collective experience will meet the City's goals. Provide the legal structure (i.e., sole proprietor, limited liability company (LLC), partnership, corporation, etc.) and ownership details. Clearly designate a single individual responsible for lease negotiations if the proposal involves a consortium, joint venture, or partnership. List principal contacts and provide their address, phone number, and email. Indicate whether your organization is national, regional, or local, and provide the legal address of the Proposer's headquarters.

7. Minimum Qualification Requirements

Please summarize how your proposal meets the following requirements:

- Three (3) years of management experience in a café or restaurant setting.
- Sufficient financial ability to execute the proposal.
- A detailed food and beverage menu.

Provide documentation and signed reference letters to verify experience and financial capability.

8. Experience and Qualifications

a. Proposer's Experience

I. Experience

Describe experience operating a café of similar size and business model, especially at a public or tourist locations.

II. Track Record

Provide a proven track record of success in similar operations.

b. Proposer's Management Team

I. Description of Management Team

Describe each team member role, responsibilities, expertise, and work hours.

II. Management Team Experience

Provide detailed experience for each team member, including years of service, relevant positions, training, education, and certifications.

III. Other Experience

For principals and partners.

- a. List name and location operations managed in the last five (5) years.
- b. Explain any involved or pending litigation within the last ten (10) years.
- c. Explain any café or restaurant failures, including location and operation size.

c. Proposer's References

Provide at least three (3) references, including contact information and details of past café operations managed. City Staff will contact listed references to obtain via email a completed Reference Form. Please provide the following information for each reference.

I. Reference Contact Information

Name of company, contact person, phone number, and email address.

II. Reference Association

Describe the reference association.

III. Operation

Cafés/ restaurant type (size, operation, etc.), include dates and annual revenues.

9. Operations Plan

a. General Plan

Explain how the proposed café aligns with Rialto's objectives and enhances the station's experience.

b. Proposed Food/ Retail/ Amenities/ Activities Offerings

I. Food and Beverage

Describe food and beverage offerings.

II. Retail

Describe any retail offerings (if any).

III. Amenities or Activities

Describe any amenities or activities (if any).

c. Hours of Operations

Detail the proposed hours of operation, including holidays.

d. Layout

Provide a proposed layout/ floor plan, including seating, signage (interior/exterior), and any changes to the existing space.

e. Marketing Plan

Describe how you will promote Rialto Station as a destination through café offerings and marketing strategies targeting locals and visitors.

f. Daily Operations

Describe management and daily operations:

I. Staffing Plan

a. Customer service training and protocols.

b. Safety policies and procedures.

III. Plan for Job Opportunities

Describe the number of job opportunities.

IV. Plan for Fluctuating Demand

Describe staffing plans for fluctuating demand and how you will manage peak periods.

V. Maintenance and Cleaning

Describe plans to monitor, inspect, maintain, and clean lease space.

VI. Delivery

Describe delivery drop-off and pick-up along with scheduled times.

g. Capital Improvements

Describe any proposed tenant improvements including plans (storefront and signage) and renderings that align with the character of Rialto Station.

10. Business Plan/Pro Formas

Provide a business plan with financial projections and a two-year pro forma, covering:

- a. Start-up investments (e.i. tenant improvements, furniture, fixtures, equipment).
- b. Anticipated income and expenses broken down by category.

11. Financial Ability

Provide documentation showing your financial ability to fulfill the proposed including:

- a. Sources of funds for start-up and improvements expenses.
- b. Profit and loss statements for the past two (2) years (audited).
- c. Insurance certificates for current coverage of similar operations.
- d. Two (2) years of signed business tax returns (consistent with profit and loss statements) and IRS Form 4506-T (Request for Transcript of Tax Return).

12. Proposed Term and Financial Terms

- a. Detailed investment required for start-up and tenant improvements, including any rent abatements.
- b. Specify any additional lease terms upon which your business operations depend.

III. EVALUATION OF PROPOSALS AND AWARD

A. Selection Process Generally

Proposals will be evaluated by the Selection Committee, comprised of City Staff, based on the criteria and procedures outlined in this RFP. The City retains discretion to select a proposal directly from submission or to negotiate with a Proposer. The selected Proposer will be chosen based on the ability to meet the City's objectives, as determined solely by the City.

The Selection Committee will assess proposals for minimum qualifications, completeness, responsiveness, and adequacy of documentation. Proposals with major deficiencies may be excluded from further consideration. Proposals will be scored according to the criteria listed below. The City may require interviews, presentations, or additional clarifications as needed. The City reserves the right to independently verify the qualifications of Proposers or their teams.

B. Selection Criteria

- 1. **Minimum Qualifications** Each Proposer must meet the following requirements to be considered:
 - a. Three (3) years of relevant management experience.

- b. Sufficient financial capacity to execute the proposal.

Proposal that do not meet these qualifications will be deemed non-responsive.

2. Proposal Evaluation Criteria

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals submitted. The Evaluation Committee may request, if desired by City, formal presentations/interviews from shortlisted firms at a future date of which the format and presentation evaluation criteria shall be provided at the time of short listing. **Participation in any phase of this RFP process, including the interview phase if conducted, is at the sole expense of the firms replying to this RFP.** The City shall NOT be responsible for any costs incurred by any firm in response to, or participation in, this RFP.

Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria:

A. Understanding of City's Request for Proposal needs (25 POINTS):

The firm's proposal must concisely demonstrate that the firm has a unique understanding of the City's needs based upon the RFP. Proposals will be evaluated on the following general criteria:

- i. Without a verbatim recitation of the information contained within this RFP, convey an understanding of the intent of the RFP and of the City's expectations upon implementation of the scope of services required under this RFP.
- ii. Identify and discuss "key" or "critical" aspects of the potential services delivered as identified in this RFP, based on prior experiences. Identify methodologies for managing delivery of the services, modes of communication, how the work tasks will be controlled, how the work assignments will be tracked and how project status will be reported.

B. Approach in Delivering Services (25 POINTS):

The firm's proposal must concisely demonstrate an approach that will successfully deliver on the needs identified in the RFP. Proposals should include the following:

- i. Provide a summary of the proposed plan to deliver identified in the scope of services.
- ii. The total number of projects the proposer is currently engaged in which involves the services described in the RFP.

C. Proposer's Qualifications (30 POINTS):

The proposer's proposal must demonstrate past experience with services similar to those requested in the RFP. The proposal shall include the following information:

- i. List the proposer's complete name, type of firm (individual, partnership, corporation or other), telephone number, contact person and E-mail address. If a corporation indicate the state the corporation was organized under.
- ii. List the name and title of the proposer's principal officers with the authority to bind the company in a contractual agreement.
- iii. List the proposer's specific and relevant experience with the professional services requested. Identify firm capabilities and the services provided by the firm directly and those provided

through sub consultants; provide detailed project specific information, including type of work, dates, agency contact information and other appropriate supporting information, etc.

iv. References- provide at least three client references with contact information.

D. Proposer's Resources (20 POINTS):

The proposer's proposal must demonstrate how it has sufficient resources to provide the requested professional services in the time frame required.

- i. Describe the proposer's ability to assign additional resources as demand for services may increase depending upon the City's needs. Identify the lead time required to respond to a request for services.
- ii. Provide a thorough organization structure/chart of staff resources that will be used and available to provide the requested services.

E. Local Business Preference (Bonus 5 POINTS):

This solicitation is subject to the provisions of Rialto Municipal Code (RMC) Chapter 2.47 – Local Business Preference. Pursuant to RMC section 2.47.020 a “Qualified Local Business” means a business that: (1) has maintained an office, place of business or distribution point within the city for a period of one year preceding the date upon which a bid is required to be submitted to the city; (2) has secured all licenses and permits necessary to conduct business in the city and has paid all fees and taxes imposed by the city; (3) consents, in writing, to a reduction of its original bid by a percentage determined by the city council and to enter into a contract with the city for the preference bid amount; and (4) meets all other qualifications required to perform the contract for which its bid has been submitted. Pursuant to RMC section 2.47.030 the City may apply a reduction of up to five percent of the amount of the original bid submitted by each qualified local business for any particular project, purchase or service for which the city has solicited bids to achieve a preference bid for each qualified local business. As this solicitation is for professional services where price is not a factor, implementation of the Local Business Preference required by RMC Chapter 2.47 shall be as a 5-point bonus to the evaluation score. Only those Qualified Local Businesses meeting the criteria in RMC Chapter 2.47 will receive the 5-point bonus. All other firms will receive zero points. Firms must submit the Local Business Preference Form.

C. Selection Committee

After the City receives the proposals, the Selection Committee will evaluate them for completeness and compliance with the criteria. Proposals that meet the minimum qualifications will be scored and ranked. Interviews or presentations may be required. The City reserves the right to request clarification or additional information from Proposers. Interviews will focus on clarifying proposal details. The lead staff from each Proposer must attend, and the information gathered may influence the final score and selection.

IV. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSAL

A. Errors and Omissions in RFP

Proposers are responsible for reviewing the RFP and promptly notifying the City of any ambiguity, errors, or discrepancies. Notifications should be directed to the City promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

The square footage information provided in this RFP are estimates and should be verified by each Respondent.

B. Inquiries Regarding RFP

All questions, technical or otherwise, pertaining to this RFP must be submitted electronically via the Q&A tab of this RFP 25-041 on the PlanetBids website.

C. Change Notices

The City may issue Change Notices before the proposal deadline, which will be posted on the PlanetBids website. The Proposer shall be responsible for ensuring their proposals account for all updates and recommends to frequently visit the website.

D. Term of Proposal

The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

E. Revision of Proposal

Proposers may revise their proposal before the submission deadline, following the same submission process as the original proposal. Revisions must be received by the RFP deadline. The City may request clarification at any time during the evaluation.

F. Responsible Proposals

No proposals will be accepted from Proposers in arrears with the City or deemed irresponsible, unreliable, or unqualified by the City. All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

G. One Proposal per Respondent

Each firm or corporation may submit only one (1) proposal, though multiple alternatives may be included within the proposal. Joint ventures are permitted.

H. Grounds for Rejection

The City reserves the right to reject proposals containing false or incomplete information.

I. Invitation to Submit Proposals, no Obligations by City to Contract

This RFP is an invitation to submit a proposal and does not bind the City to enter into any Agreement. Proposers are responsible for all costs incurred in (i) preparation of a RFP response, (ii) any RFP supplements or modifications or (iii) City negotiations relating to this RFP.

J. Proposal as a Public Record

Responses to this RFP become the exclusive property of the City and subject to the California Public Records Act (California Government Code Section §6250 et. Seq.). Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive. In the event the CITY is required

to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", Proposer agrees, upon submission of its proposal for City's consideration, to defend and indemnify the City from all costs and expenses, including attorney's fees, in any action or liability arising under the Public Records Act.

K. Return of Materials

The City will not return proposals, or any information submitted in connection with a proposal unless the Respondent has properly designated financial portions of the proposal as confidential at the time of proposal in accordance with the terms above and has then clearly requested that such information be returned, and provided that the City is legally permitted to return such documents.

L. Right to Disqualify

The City may disqualify any Proposer based on conflict of interest, misrepresentation or false statements, or other reasons at the City discretion.

M. Waiver of Claims Against City

By the Proposer responding to this RFP, the Proposer waive any claim against the City arising from the RFP process.

N. Errors and Omissions in Proposal

Failure to object to errors, omissions, or deviations in a proposal does not waive the requirements for compliance with the RFP specifications.

O. Financial Responsibility

The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, development of any technical proposal if requested, or any other aspects of the entire RFP process. Submitted proposals will become City property and may be used in any way deemed appropriate.

P. Reservations of Rights by the City

The City reserves the right to:

1. Waive defects or errors in any of the proposal process;
2. Reject any or all proposals;
3. Reissue the RFP;
4. Prior to proposal submission deadline, modify the selection procedures, including deadlines, specifications or requirements for any materials, equipment or services, or contents or format requirements;
5. Request additional information from Proposers;
6. Procure any specified materials, equipment or services specified by any other means; or
7. Cancel the project.
8. Waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to seek new RFPs, as best serves the interests of the City.

Q. No Waiver

Failure by the City to act on a violation of RFP provisions does not waive any requirements.

R. Business License

The selected firm will be required to be licensed in accordance with Title 5 of the City of Rialto Municipal Code, entitled “Business Licenses and Regulations”.

APPENDIX A

SUBMITTAL REQUIREMENTS OUTLINE

Responses shall be organized in the following format:

1. Title/Cover Page
2. Table of Contents
3. Executive Summary
4. Respondent's Identification and Business Structure
5. Minimum Qualification Requirements
6. Experience and Qualifications
 - a. Respondent's Overall Experience
 - I. Experience
 - II. Track Record
 - b. Respondent's Team Members and Specific Past Experience
 - I. Description of Management Team
 - II. Management Team Experience
 - III. Other Experience
 - c. References
 - I. Reference Contact Information
 - II. Reference Association
 - III. Operation
7. Operation Plan
 - a. Respondent's Overall Plan
 - b. Proposed Food/Retail/Amenities/Activities Offerings
 - I. Food and Beverage
 - II. Retail
 - III. Amenities or Activities
 - c. Hours of Operations
 - d. Layout
 - e. Marketing Plan
 - I. Promotion
 - II. Marketing
 - f. Daily Operations
 - I. Management Plan
 - II. Staffing Plan
 - III. Plan for Job Opportunities
 - IV. Plan for Fluctuating Demand
 - V. Maintenance and Cleaning
 - VI. Delivery
 - VII. Start-Up
 - g. Proposed Capital Improvements
8. Business Plan/Pro Forms
9. Financial Ability
10. Proposed Terms and Financial Terms

APPENDIX B

LEASE AGREEMENT SAMPLE – DRAFT

See Attachment in PlanetBids

APPENDIX C

INSURANCE CERTIFICATES AND ENDORSEMENTS SAMPLES – DRAFT

CITY CERTIFICATE OF LIABILITY — SAMPLE

Provide date.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC #					
INSURED		INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:					
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED' EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED: RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	I/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
This language needs to appear in the certificate, explicitly naming the desired effect as an additional insured.							
CERTIFICATE HOLDER				CANCELLATION			
Certificate holder must match the entity in the contract.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE Certificate must be signature.			

CITY 30-DAY NOTICE— SAMPLE

Policy number must be clearly stated and match the insurance certificate.

POLICY NUMBER:

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

**Provide
issue
date.**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CANCELLATION:

WHEN WE DO NOT RENEW (Nonrenewal):

SCHEDULE

Number of Days Notice: 30

Number of Days Notice: 30

**Complete
schedule notice
days.**

NAME City of Rialto

ADDRESS 150 S. Palm Avenue, Rialto, CA 93376

Attention: Risk Management

**Complete name, address,
and attention.**

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any

applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

CITY PRIMARY ENDORSEMENT — SAMPLE

Stated as Primary and Non-contributory

~~THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.~~

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that insurance provided by any additional insured endorsement is primary coverage. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

Very Important:

**The endorsement must be primary and non-contributory.
Please clearly display the policy number on the endorsement.**

**Policy number must be clearly stated
and match the insurance certificate.**

Provide date.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
CG-F-65 (08-03) Policy Number: Transaction Effective Date:

CITY PRIMARY ENDORSEMENT — SAMPLE

The policy number must be clearly stated on the Commercial General Liability Endorsement and must match the insurance certificate.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Rialto, it's officers, officials, employees, agents, and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Schedule required with listed information

CG 20 26 07 04

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Page 1 of 1

CITY COMPLETED OPERATIONS — SAMPLE

The policy number must be clearly stated on the Commercial General Liability Endorsement and must match the insurance certificate.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Garden Grove, it's officers, officials, employees, agents and volunteers	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Schedule required with listed information

Location as stated in Contract

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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Page 1 of 1
UNIFORM

CITY AUTO ENDORSEMENT — SAMPLE

The policy number must be clearly stated on the Commercial General Liability Endorsement and must match the insurance certificate.

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies the person or organization that is insured under the Coverage Form. This endorsement changes the information below.

Signature required

For the Who Is An Insured Provision of the Coverage Form, unless another date is indicated

Endorsement Effective:	Consented By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
City of Rialto, it's officers, officials, employees, agents, and volunteers

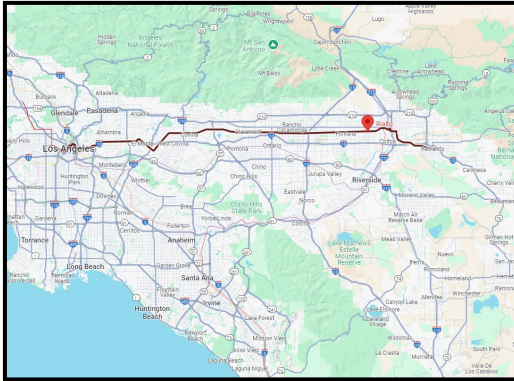
(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

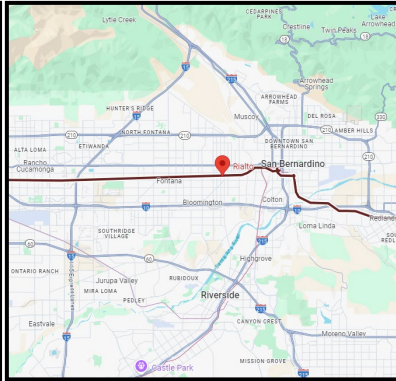
Schedule required with listed information

APPENDIX D

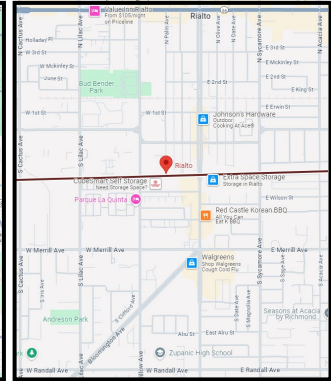
AREA AND SITE MAP – FLOOR PLAN – DRAFT



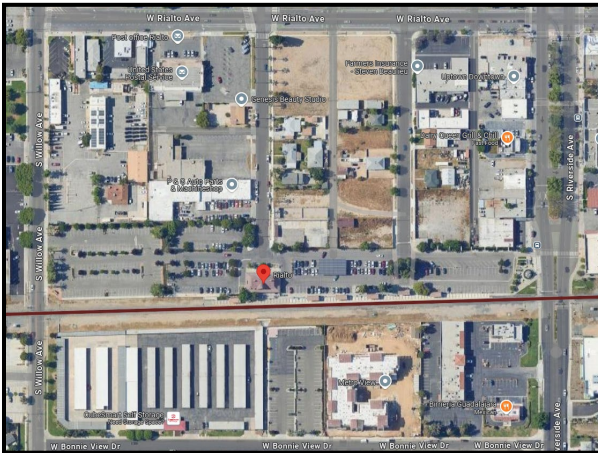
Regional Map



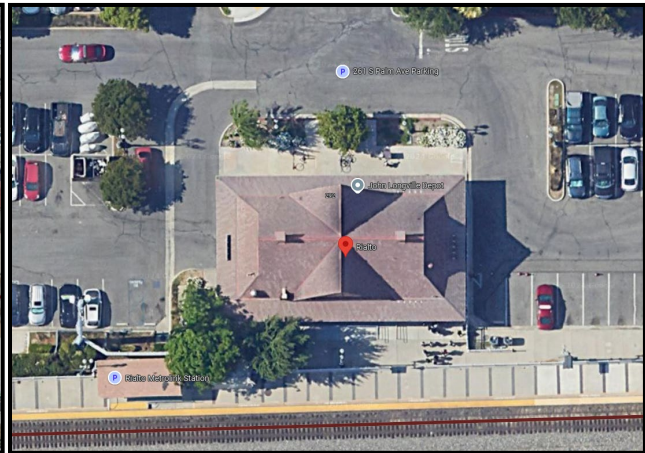
Local Map



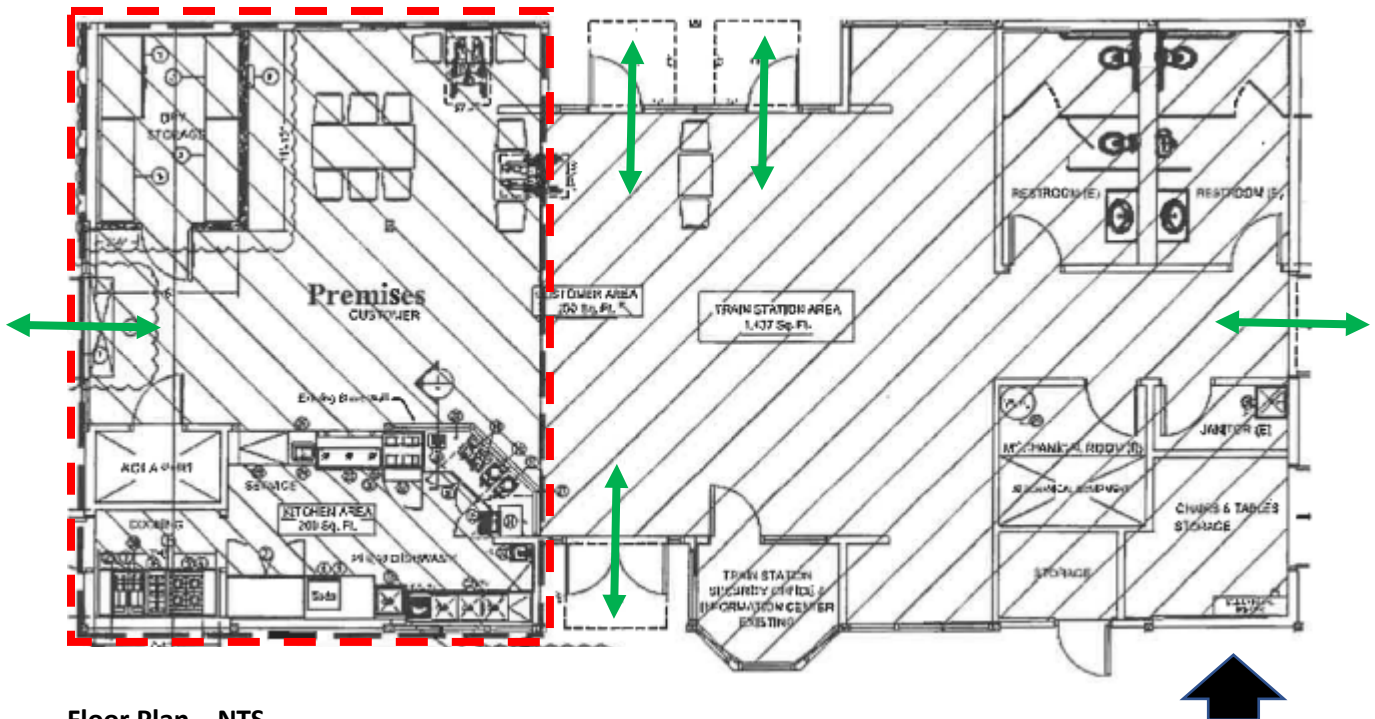
Area Map



Site Map



Rialto Station



Floor Plan – NTS