

Town of Moraga
REQUEST FOR PROPOSALS:
Restaurant Operator
at the Hacienda de las Flores



Requested by:

Town of Moraga
2100 Donald Drive
Moraga, CA 94556

Issued: January 17, 2020

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1.0 Invitation

The Town of Moraga seeks to enter into a public-private partnership and is soliciting proposals from qualified respondents for the operation and management of a high-quality restaurant & bar to be located at the Hacienda de las Flores Park located at 2100 Donald Drive in Moraga, California.

Interested parties, having the demonstrated ability to operate a full-service restaurant on the site are encouraged to reply to this Request for Proposal (“RFP”). The Town intends to select a Respondent that has demonstrated success in creating and sustaining a restaurant that provides a destination dining experience. The Town seeks an upscale casual dining experience with an outdoor dining component.

Furthermore, the proposed restaurant & bar will promote public enjoyment of the 9 acre park and provide preferred catering services to on-site events hosted at the Pavilion or Lawn space. The proposed restaurant will also serve as the exclusive alcohol provider for on-site events on the property. Currently, there are approximately 75 events on the property annually. Proposals should be consistent with the Town’s vision to activate the Hacienda property, improve the quality of life for residents and generate additional revenue to offset existing operational costs.

Key Project Dates and Deadlines

Call for Proposals Released	January 17, 2020
Site visit/walk-through	February 13, 2020 at 10:30 am
Written Question Deadline	February 20, 2020
Proposal Submittal Deadline	March 9, 2020 at 2:00 pm
Negotiation and Contract Execution	March – April 2020
Lease Commence Date (earliest)	November 2020

Questions

Any questions from potential Respondents regarding this RFP should be directed to: Breyana Brandt, Town of Moraga, Parks and Recreation Director at (925) 888-7034 or by email to bbrandt@moraga.ca.us. Written inquiries must be submitted via email by February 20, 2020. Responses will be received no later than February 27, 2020.



2.0 History

Hacienda de las Flores is a Spanish-style estate located in the heart of Moraga, California. Originally the 20-acre site was owned by the Moraga Family. In 1929, Donald Rheem bought the 20 acre estate with a dream of a country club on site. The house was extensively enlarged and remodeled. Added to the site was a stable, a race track and an Olympic-size pool. Eventually the property was sold to Christian Brothers of St. Mary's College. Today the stables, race track and swimming pool are gone, but the pavilion with its classic Roman columns still remain.

In 1973 the Moraga Parks and Recreation Authority purchased the remaining 9.8 acres from Christian Brothers. After further renovation and improvements to the property, the facility was opened to recreation classes and special events. After extensive public input, the estate was named the Hacienda de las Flores, or the House of Flowers. The Parks and Recreation Authority renovated and furnished the Hacienda with a loan from the Public Retirement System (PERS) and contributions from local service groups. After the Town of Moraga was incorporated, the Authority was dissolved and the Town assumed management responsibility.

Since 1977 the Hacienda de las Flores (Hacienda) has served Moraga as the local Community Center. Town Departments were located at the Hacienda from 1988 until 2011. Town staff offices (excluding police) were located on the second floor of the Hacienda building until they relocated. Since 2011 the second story of the Hacienda has been mostly vacant as it is not ADA accessible.

Currently the Parks and Recreation Department continues to operate out of the first level office of the Hacienda and recreation classes and enrichment activities are offered in the various rooms and buildings located on the site.



3.0 Terms of Requested Services

3.1 Background

On November 9, 2016 following a year-long process that included more than 20 public meetings, the Town Council accepted the Hacienda de las Flores Conceptual Feasibility Study, presented by Gould Evans. The vision and master plan for the property included dining, lodging, wine tasting, art, and the ability to host special events. Given the \$10 – 20 million cost to implement this vision, the study included a first phase recommendation which included bringing a restaurant operator to the property.

3.2 Goals/Objectives

The primary goal of the RFP for a Restaurant Operator at the Hacienda des las Flores is to award a long term Lease Agreement to a proprietor who will accomplish the following objectives:

- 3.2.1 Provide a destination restaurant with a distinctive menu/experience that will attract patrons to the area with a memorable experience while serving the residents of Moraga.
- 3.2.2 Maintain the existence of a mixed-use facility that serves as a public park.
- 3.2.3 Serve as a preferred caterer for social events and wedding hosted on the property.

3.3 Scope of Services

Interested parties shall submit written proposal that contains the following essential elements:

- Submit a general business plan for the proposed restaurant operation, including plans for marketing to local and regional patrons.
- Submit hours of operations.
- Submit scope of meal service with sample food and beverage menu, including projected pricing.

- Submit scope of beverage service along with proof of License to Sell Alcoholic Beverages, if intended to be included in the proposal.
- Submit compete resumes of experience, education, certifications of prospective lessee and all principal personnel for the management and operation of the proposed restaurant.
- Submit a financial statement of the prospective lessee indicating sufficient resources available for successful promotion, management and operation of the proposed restaurant.
- Provide a business plan for years 1-5 of restaurant operation.
- Submit names, addresses and contact information of a least three (3) references of individuals with direct knowledge the experience of the prospective lessee and principals involved in the proposed restaurants management and operation.
- Describe the management structure to be employed in the operation of the proposed restaurant. Include a job description for the on-site manager; include the projected number of employees and a proposed daily schedule to deliver excellent customer service during the proposed hours of operation.
- Optional: Submit proposal options to include greater use of the property beyond restaurant operations. The Town will entertain proposals which include additional components identified in the Hacienda Conceptual Feasibility Study (Attachment E) or other public-partnership opportunities for any portion of the 9-acre property.

3.4 Documents Provided

The following attachments related to the RFP are located immediately following this document.

Attachment A – Property Map

Attachment B – Leased Premises

Attachment C – List of Existing Equipment

Attachment D – Lease Framework

Attachment E – 2016 Hacienda Conceptual Feasibility Study

4.0 Submittal and Evaluation Criteria

4.1 Evaluation Criteria

The Town will select a preferred proposal based on the following criteria:

- Quality and fit of the proposed restaurant
- Demonstration of relevant restaurant experience
- Alignment with the Town Council vision for the Hacienda property
- Financial feasibility of the restaurant proposal requiring no or minimal financial contributions from the Town.
- Public benefit and ability to compliment existing facility use
- Strength of management team and management approach

The successful proprietor will be required to enter into a written Lease Agreement with the Town of Moraga in a form similar to the terms outlined in Attachment D – Lease Framework. A formal negotiation period will follow vendor selection to further refine lease terms and final rates.

4.6 Key Project Dates and Deadlines

Call for Proposals Released	January 17, 2020
Site visit/walk-through	February 13, 2020 at 10:30 am
Written Question Deadline	February 20, 2020
Proposal Submittal Deadline	March 9, 2020 at 2:00 pm
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4.7 Submission Deadline and Requirements

Interested consultants should submit one original and three (3) copies of the proposal to:

Breyana Brandt, Parks and Recreation Director
Town of Moraga
2100 Donald Drive
Moraga, CA 94556

Competitive sealed proposals are due before **2:00pm on March 9, 2020**. The Town does not accept postmarks. Proposals received after the deadline will be rejected and will not receive further consideration.

4.8 Questions and Inquiries:

Questions from potential Respondents regarding this RFP should be submitted by February 20, 2020 via email to Breyana Brandt at bbrandt@moraga.ca.us. Responses will be received no later than February 27, 2020.

5.0 Attachments

ATTACHMENT A Property Map



ATTACHMENT C
List of Existing Equipment

1. Gas Range and Oven
DCS – 10 burner, 2 ovens
Model # 60-10-2N
Serial #02K439701A
2. Convection Oven Warmer
DCS
Model # FSCO-1N
3. Refrigerator
Continental
Model# DL2R-SS
Serial # 13644921
4. Freezer
Continental
Model #1F
Serial #15511816
5. Microwave oven
Magic Chef
Model# MCD1311ST
6. 45-Gallon capacity grease trap
7. Type I Canopy Single Filter Bank CKV Hood
8. Fire Suppression System
9. Sinks - Stainless Steel, (1) 2 Compartment prep sink, (1) 3 compartment dishwashing sink , (1) Hand washing sink
10. Prep Tables - Stainless Steel (2) 30"x78" (3) 30"x60"

ATTACHMENT D
Lease Framework

Lease of Premises

- Tenant shall obtain appropriate/applicable inspections, permits and approvals and ensure that the improvements are in compliance with all Laws and requirements.
- Tenant will be responsible for Tenant Improvements including renovations to the kitchen equipment and system, construction of ADA, seismic and/or life safety requirements, furniture, and other upgrades and improvements on the Tenant Improvement Plans.
- For all Tenant Improvements, (1) Town shall have the right to approve the Tenant's contractor and any subcontractors, not to be unreasonably withheld; (2) all plans and construction of Tenant improvements shall be subject to the review and approval of the Town, which shall not be unreasonably withheld; (3) required building permits shall be obtained; and (4) Town has the right to require insurance, bonds and lien waivers for all contractors and subcontractors engaged in the Tenant improvements.

Acceptance of Premises

- As Is. Town shall agree to the following site improvements to the Property prior to the restaurant opening: Hacienda building separation, monitored fire alarm system, replacement of the south entrance door, on and off-site wayfinding.

Property Commons Area

- Tenant shall have exclusive use of Fountain Area of the Hacienda.
- Tenant shall have non-exclusive access to the unisex bathroom adjacent to Garden Conference room at no cost. Town reserves the right to close the door between the Hacienda Restaurant Space and the unisex bathroom near the Garden Conference Room on a temporary basis or permanently with 60 days written notice.
- Tenant shall not interfere with year-round public access to the Property and shall ensure public access to the unisex bathroom near the Garden Conference room.

Term and Possession

- Landlord or Tenant may terminate the Lease if restaurant is not opened within 90 days of the Rent Commencement Date.

Security Deposit.

- The security deposit is \$50,000 and payable upon Tenant's execution of the Lease.

Base Rent:

- Base rent of not less than \$6,675, to be paid monthly on the first of each month.

Percentage Rent

- In addition to base rent, Tenant to pay Landlord 6% of net restaurant, in-house catering and alcohol sales (gross receipts less taxes and gratuity) above \$100,000 in any calendar month. Percentage rent to be paid quarterly, 30 days following the close of each quarter.
- Events held on the Property may use another caterer besides Tenant; however, the caterer

would have no rights to use the designated Hacienda Restaurant Space.

- Tenant shall serve as the exclusive alcohol provider for all events on the Premises and on other portions of the Property with the exception of Town sponsored events such as Hacienda Nights.
- Tenant shall have no obligation to pay Landlord a percentage of catering revenues from other, off-site catering events and operations conducted by Tenant.
- Town to have right to require Tenant to submit audited financial statements supporting the Tenant's computations. Landlord shall also have the right to inspect Tenants books providing seven (7) days written notice.

Late Charge and Interest

- Late fees and interest accruing as further set forth in the Lease.

Use

- Use shall conform to standards of practice of Casual Fine Dining in the San Francisco Bay Area. Any material change in restaurant cuisine or operations shall be subject to review and approval by Landlord.
- Landlord shall book events on the Property in all areas except the designated Hacienda Restaurant Space and shall retain all revenue.
- Tenant shall pay the private hourly rate established by the Town for rental of the Mosaic Room, Garden Conference Room, La Sala and Pavilion. 50% of the rental fee will be refunded in the case of a cancellation by Tenant made at least 14 days prior to the event.
- Landlord shall allow Tenant to install signage at Tenant's expense, approved by the Landlord, on the exterior of the Premises, at the entrance to the Property at 2100 Donald Drive and at Tenant or Landlord's option, on the iron fence on Moraga Road near Devin Drive.

Compliance with Laws

- Tenant shall procure and be responsible for obtaining all required permits.
- Tenant to hold a Type 47 "hard liquor" license for use at the Premises and on other portions of the Property.
- Tenant agrees to comply with Prevailing Wage Laws.

Alteration and Additions

- Tenant shall not make any alterations, improvements or additions to the Premises with first obtaining Landlord's written approval, not to be unreasonably withheld.
- Landlord's consent not required for Minor Alterations assuming all of the following: Tenant provides 15 days written notice prior to commencement; the alteration does not affect the structure of the Premises or Property; the alteration is not visible from the exterior of the Premises; the alteration would not result in the Landlord having to make any changes to the Property; and, the sum of the Minor Alterations completed within the past 12 months do not cost more than \$10,000 in the aggregate.

Repairs and Maintenance

- Tenant shall keep the Premises, including the Fountain Area used by the Tenant, clean and in a neat and sanitary condition. This includes: keeping the unisex bathroom next to the Garden Conference Room clean, stocked and presentable during the hours of restaurant operation;

proper disposal of solid waste; and payment for janitorial, pest, grease, sewer or any other services necessary to maintain the cleanliness of the Premises.

- Tenant shall repair any damage to floor and ceiling coverings; windows and doors; walls, utilities, equipment, landscaping, as well as plumbing, HVAC and equipment serving the Premises.
- Landlord shall maintain and repair the following: Hacienda building including structural components of the roof.

Utilities and Services

- Landlord and Tenant intend and agree that Landlord and Tenant shall each pay their fair share of utilities and other services for the Property.
- Tenants shall be responsible to maintain the mechanical systems serving the Premises.

Assignment and Subletting

- Tenant shall not assign or sublet or otherwise transfer the Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

Indemnity

- Tenant shall indemnify, defend and hold harmless Landlord against and from any and all claims, damages, liabilities, and expenses arising from the Tenant's use of the Premises.
- Neither Landlord nor its parties shall be liable for any damage to Tenant's property or any injury to Tenant or persons resulting from fire, earthquake, rain, accident or any acts or omissions whatsoever.

Insurance

- Beginning on the date Tenant is provided access to the Premises, Tenant shall maintain property insurance in an amount not less than 100% of the actual replacement cost of tenant improvements, Landlord equipment and other equipment.
- Tenant shall maintain worker's compensation insurance and employer's liability insurance and commercial general liability insurance of not less than \$2,000,000 per occurrence combined single limit and \$3,000,000 aggregate limit.

Ad Valorem Taxes

- Should the operation of a restaurant by a private party trigger new or additional property or other taxes, the taxes shall be Tenant's sole obligation to pay.

Tenant's Default

- One or more of the following events shall constitute a default and breach of Lease: (a) abandonment of Premises, (b) failure to pay base rent, percentage rent, catering rent, additional rent, tenant's share of utilities, (c) bankruptcy.

Guarantor

- A Guarantor may be required dependent upon the Tenant's financial capabilities, experience in restaurant and catering operations and insurability.

ATTACHMENT E
Hacienda Conceptual Feasibility Study (2016)

In 2016, following a year-long process that included more than 20 public meetings, the Town Council accepted the Hacienda de las Flores Conceptual Feasibility Study, presented by Gould Evans. The vision and master plan for the property included dining, lodging, wine tasting, art, and the ability to host special events. Given the \$10 – 20 million cost to implement this vision, the study included a first phase recommendation which included bringing a restaurant operator to the property.

The Town invites you to review the full 76 page document located on the Town of Moraga Website:

<http://www.moraga.ca.us/dept/park-rec/docs/HaciendaConceptualFeasabilityStudy.pdf>